CITY COUNCIL WORK SHOP - MAY 14 - 15, 2002

NO CITY COUNCIL MEETING - MAY 16, 2002

TENTATIVE MASTER AGENDA

PARK CITY COUNCIL MEETING

SUMMIT COUNTY, UTAH

MAY 9, 2002

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 9, 2002.

AGENDA

Closed Session

1:45 p.m. Personnel and property acquisition

Work Session

4:15 p.m. Council questions/comments

4:45 p.m. Joint planning with Summit County - Quinns Junction

4:55 p.m. Budget review

5:45 p.m. Review of regular meeting

Regular Meeting

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF APRIL 18, 2002

V CONSENT AGENDA PUBLIC HEARINGS

1. Continuation of hearing - Amendments to Land Management Code - Phase 2: Comprehensive and substantive rewrite of Chapter 4, Historic Preservation; Chapter 6, Zoning Administration and Enforcement; Chapter 8, Supplementary Regulations; Chapter 10, Master Planned Developments; Chapter 11, Master Planned Moderate Income Housing Developments; and Chapter 14, Child Care Regulations; additional provisions; to Chapter 1, General Provisions; and Chapter 15, Definitions **(motion to continue to a date uncertain)**

2. Ordinance amending Ordinance No. 01-26, Park City Municipal Code, Section 15-3-5, Ethics Code; providing for disqualification of a candidate for failure to file required reports

3. Ordinance approving a lot line adjustment for Bald Eagle Condominiums, located at 7965 Red Tail Court, Park City, Utah

VI CONSENT AGENDA

1. Ordinance amending Ordinance No. 01-26, Park City Municipal Code, Section 15-3-5, Ethics Code; providing for disqualification of a candidate for failure to file required reports

2. Ordinance approving a lot line adjustment for Bald Eagle Condominiums, located at 7965 Red Tail Court, Park City, Utah

3. Award of contract for lobbying consulting services to Lee & Smith in the amount of $72,000

4. Resolution proclaiming May 11, 2002 as Arbor Day in Park City, Utah

5. Resolution proclaiming May 19 - 25, 2002 as National Public Works Week in Park City, Utah

VII NEW BUSINESS

1. Award of contract to Mountain States Fence company for cemetery fence and gates in an amount not to exceed $120,450

2. Authorize staff to award a contract for construction of interconnect water line between the Jordanelle Special Service District and the Park City Water System

VIII ADJOURNMENT

PARK CITY COUNCIL WORK SHOP
SUMMIT COUNTY, UTAH
MAY 14 - 16, 2002

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will not be holding its regular meeting on May 16, 2002. The City Council will be convening in a work shop to be held on May 14 - 15, 2002. No formal action will be taken at the work shop.

Note: This future meeting schedule is TENTATIVE and subject to change.

PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

May 2002

14-15 City Council work shop

16 **No meeting**

17 Golf course pro shop open house - 4 p.m. to 9 p.m.

23 Budget review - work session

Youth Advisory Committee grant recommendations - work - KK

Appointments (2) to the Historic District Commission for terms expiring February 2005

Historic Preservation Element of the General Plan

Ordinance - April Mountain subdivision Phase 1 - KW

Ordinance - 2001 Park Avenue final record of survey plat

Revisions to Master Festival License for the Jazz Festival to be held August 16 - 18, 2002 - Fidelity Investments

Resolution adopting retention schedules for certain record series maintained by Park City Municipal Corporation pursuant to the Utah Governmental Records Access and Management Act and replacing Resolution 21-98 in its entirety

30 **No meeting**

June 2002

6 Public hearing - budgets

Continuation of hearing - Amendments to Land Management Code - Phase 2: Comprehensive and substantive rewrite of Chapter 4, Historic Preservation; Chapter 6, Zoning Administration and Enforcement; Chapter 8, Supplementary Regulations; Chapter 10, Master Planned Developments; Chapter 11, Master Planned Moderate Income Housing Developments; and Chapter 14, Child Care Regulations; additional provisions; to Chapter 1, General Provisions; and Chapter 15, Definitions

Adoption of tentative budget

Ordinance - 151 Main Street plat amendment

13 **Fred gone**

No meeting

20 Continuation of budget hearing

Adoption of final budget

27

July 2002

4 **No meeting**

11

18

25

August 2002

1

8 **Toby gone**

15 **No meeting**

14-18 Summer Tour

22

29

DATE: May 9, 2002

DEPARTMENT: Community Development

AUTHOR: Richard Lewis, Community Development Director

TITLE: Quinn's Junction Joint Planning Agreement

TYPE OF ITEM: Informational

<u>SUMMARY RECOMMENDATIONS</u> This report is for informational purposes. Unless the City Council directs otherwise, the Community Development Director will proceed with the preparation of the Interlocal Planning Agreement with Summit County for joint planning of the Quinn's Junction area.

<u>DESCRIPTION</u>

1. <u>Topic</u> Interlocal Governmental Planning Agreement

2. <u>Background</u> Recently, the Summit County Board of Commissioners approved a study of the Quinn's Junction area and authorized up to $50,000 for related expenses to conduct the study. The study will begin this spring and should be completed this fall. The study would supplement the recent amendments to the Snyderville Basin General Plan and would provide a greater level of detail for future land use decisions.

   The Park City Planning Commission, at their March 13, 2002 meeting, recommended that the City Council communicate their interest for a joint planning effort, including matching funding up to $50,000, to the Summit County Board of Commissioners and the Snyderville Basin Planning Commission. The attached Letter of Intent has been signed by both Planning Commissions and sets forth a process for developing a work program and Inter-local Planning Agreement.

C. <u>Analysis</u> Over the past 18 months, a subcommittee consisting of members of the Planning Commissions from Park City and the Snyderville Basin have met to discuss the future growth potential and land use options for the Quinn's Junction area. Even though Quinn's Junction and the surrounding area are entirely in the County and outside the City limits, this is a critical entry corridor to Park City.

The subcommittees have been consistent with their opinion that a master land use plan for the entire area surrounding Quinn's Junction should be completed prior to any decisions on development proposals. The joint subcommittee has also agreed, in principle, on several common "visions" for this area, such as protection of view sheds, maximizing open space, highway corridor protection, possible recreational uses, location of structures, etc.

This is an opportunity for the City to work directly with Summit County on a joint planning effort for this important area. The joint planning subcommittees have expressed a desire for such a joint planning effort. Once the Joint Planning Interlocal Agreement is prepared, it will be presented to the City Council and County Commissioners for final action.

D. Department Review

This request has been reviewed by the Community Development Department, the Legal Department, and the Administrative Department.

ALTERNATIVES

1. Approve the request and direct staff to communicate Park City's interest for a joint planning effort at Quinn's Junction.

2. Deny the request and give staff direction.

3. Modify the request.

SIGNIFICANT IMPACTS The City's matching share of funding for this request could be as much as $50,000, although neither organization expects cthe cost to be that high. The Park City Planning Department budget has approximately $37,000 left in the 2001-2002 budget for planning consulting services. The 2002-2003 budget has a similar amount for planning services. Since the consulting service budget has been previously approved by the City Council, no formal action is necessary. I did want, however, the City Council to be aware of the funding and staff commitment necessary for this study.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

The plan for Quinn's Junction would be developed without Park City's direct participation. The City would, however, have opportunities for comment during the public hearing phase of the study.

RECOMMENDATION Accept the Planning Commission's and Community Development Director's recommendation to negotiate a joint planning agreement and work program with the Snyderville Basin Planning Commission, including a commitment for funding not to exceed $50,000, for a land use study of the Quinn's Junction Planning Area.

LETTER OF INTENT

Snyderville Basin Planning Commission and Park City Planning Commission
Joint Planning Effort for Quinn's Junction Area Plan
March 2002

Purpose:

The purpose of the Letter of Intent is to clarify the understanding of the Snyderville Basin Planning Commission (SBPC) and the Park City Planning Commission (PCPC) pursuant to a joint planning effort for the area surrounding Quinn's Junction located at the intersections of State Highways 248 and 40. SBPC and PCPC agree in concept to the following work program and cost sharing contingent upon further discussion and approval of the Summit County Board of Commissioners and the City Council of Park City. The following concepts and ideas are not binding on the parties of this Letter of Intent until an Interlocal Planning Cooperation Agreement is approved by the appropriate jurisdictions.

Inter-governmental Joint Planning Principals:

1. The Snyderville Basin and Park City have mutual interests in managing growth and development so as to preserve our health, safety and welfare, critical natural features and our desirable quality of life.

2. The Park City General Plan has specific policies addressing "Joint Planning Areas", of which the Quinn's Junction Area is included, and the Plan strongly encourages working with Summit and Wasatch Counties on regional planning issues.

3. The Snyderville Basin General Plan acknowledges the desire to work with Park City "to achieve objectives important to both entities such as the provision of affordable housing, open space corridors along major highways, a community-wide trails network and a hospitable ambiance for promoting tourism".

4. The Snyderville Basin Planning Commission and the Park City Planning Commission are often faced with similar issues which could be more effectively resolved with cooperative planning policies and principals relating to those areas bordering Park City which are of mutual concern, thereby providing a more unified voice for both planning commissions.

5. Policy 10.14 of the Snyderville Basin General Plan indicates that, "Summit County should cooperate with Park City in achieving common and mutually beneficial objectives, including but not limited to the establishment of a Basin-wide trails network, aesthetically pleasing view corridors along major roadways, promoting a sense of hospitality for the tourist based economy, affordable housing, mass transit, and similar actions".

6. The East Basin Neighborhood Planning Area, as defined in the Snyderville Basin General Plan, establishes that Summit County will work with Park City on annexation and jurisdictional matters related to development in this area. It is Summit County's objective to:

1) ensure proper planning and design, 2) that community benefits, will accrue to the community as a whole, 3) and that the County and its Special Service Districts will not incur any negative fiscal impacts from the cumulative development in this neighborhood.

7. The Park City Planning Commission and the Snyderville Basin Planning Commission are committed to jointly developing a land use concept plan for the area surrounding the intersection of State Highway 248 & 40. This area is contained in the County's East Basin Neighborhood Planning Area and is referred to as the East Corridor by Park City.

8. Numerous meetings of subcommittees of the Snyderville Planning Commission and the Park City Planning Commission have produced mutually acceptable planning concepts and a vision for this planning area. However, these planning concepts have not yet been formalized and adopted by either jurisdiction.

Suggested Joint Planning Cost Sharing and Consultant Selection:

1. The SBPC and the PCPC will establish a task force consisting of members from each commission plus one or more staff members from each commission to prepare a detailed work program for the study of future land uses in the Quinn's Junction Planning Area. This document shall provide the basis for a Request for Qualifications and/or Request for Proposal if it is determined that consulting services will be necessary.

2. SBPC and the PCPC acknowledge that use of consultants or contract employees may expedite essential elements of the study. If consultants or contract employees are used the SBPC and the PCPC shall agree on the selection, estimated cost and work program. Supervision will be provided by the Park City Community Development Department Staff and the Summit County Community Development Department Staff with assistance from the SBPC and the PCPC for project specific tasks.

3. The Summit County Board of Commissioners has authorized up to $50,000 for the study of the Quinn's Junction Planning Area. The PCPC has indicated their support for jointly funding, with the SBPC, the cost of preparing the study and plan. The PCPC will make this recommendation to the City Council of Park City at the earliest opportunity. The maximum amount to be funded by Park City would be $50,000 with the intention of each organization funding an equal amount of the cost. It is agreed there will be no charge for staff time or indirect overhead costs of either agency/organization during the planning phase of the study.

Suggested components for Quinn's Junction Area Plan Work Program:

1. Identify and agree on the extent of the Study Area.

2. Research and identify any existing development agreement, water rights agreements, annexation agreements, pre-annexation agreements or possible development vested rights claims for all property in the Study Area.

3. Establish a public participation process which allows opportunity for property owners and interested citizens to provide suggestions, register concerns and to participate throughout the planning process.

4. Invite current landowners to provide input on proposed plans.

5. Identify the location and type of existing development and utilities crossing or in close proximity to the Study Area.

6. Identify traffic capacity of major roads and highways serving the study area.

7. Identify key visual, environmental and natural resource features in the area to be preserved.

8. Identify and classify any existing environmental health hazards in the area.

9. Create vision statements for the area which are consistent with community input, Park City Municipal Corporation and Summit County General Plans, and which establishes the basis for the location, extent and timing of future land uses.

10. Identify potential sites, consistent with the vision statements, that could possibly accommodate selected future land uses (receiving areas).

11. Determine the optimum timing and jurisdiction for utility extensions into the study area.

12. Identify key community and regional benefits necessary for any development which may be proposed in the study area.

13. Identify significant impacts on the Study Area of approved or proposed development, both in Summit and Wasatch Counties.

Note: Establishing a well-defined boundary or edge to the Park City Municipality.

Proposed Interlocal Planning Cooperation Agreement:

Prior to joint planning funds being expended for consulting services, the SBPC and PCPC will propose an Interlocal Planning Cooperation Agreement for approval by the Summit County Board of Commissioners and the City Council of Park City.

The Interlocal Planning Cooperation Agreement will set forth the responsibilities and expectations of the parties for the work program, consulting services, management and supervision, and cost sharing for the study.

DATE: May 9, 2002
DEPARTMENT: Office of Capital Management and Budget
AUTHOR: Tom Bakaly, Mark Christensen
TITLE: FY2002 Budget Adjustment (current), FY2003 Tentative Budget (next year)
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATION:

- Review the budget on May 9th; Conduct a Public Hearing on May 23rd, June 6th and June 20th; Amend the FY2002 budget; Adopt the FY2003 tentative plan with recommended changes as the FY2003 budget. (Tentative adoption is scheduled for June 6, 2002 and final adoption on June 20th.)

- Adopt the "Certified Property Tax Rate" {No Tax Increase Rate} for FY2003. [*Actual tax rate will not be known until Mid June]*

- Review & adopt the recommended changes to the FY2003 budget (Tentative adoption is scheduled for June 6, 2002 and final adoption on June 20, 2002.)

- Authorize the Budget and Grants Manager to compute the City's Tax at a "no increase" rate but include the issuance of a $4 million General Obligation Bond for the Citywide Parks and Ice improvements as approved by voters in November 2001.

DESCRIPTION:

A. Topic: In accordance with Utah State Code, the City Council must adopt a budget for each fiscal year. Last year, as part of the budget process, the City Council adopted the first year of the two-year budget cycle. This year the City Council will amend the FY2002 budget and formally adopt the financial plan for FY2003. Typically the second year of the two year budget has relatively few changes. This year's budget process will include a recap of the Olympic expenditures and revenues.

B. Background: During the first year of the two-year budget, the City usually emphasizes pay plan revisions, capital improvement updates and changes that need to be made to the current year budget, and simultaneously develops a fiscal plan for the second year of the budget process.

The budget presentation for this year will focus on the adjustments to the FY2002 budget and update the FY2003 Plan. Typically in the second year of the budget process we do not reprint the budget document. The budget staff reports and attachments are used to supplement the two year budget document distributed last fall. (Additional copies are available upon request.)

The following is the recommended schedule for reviewing the FY2002 Adjusted Budget and FY2003 Plan:

May 9th **Operating Budget & Enterprise Funds**
1) Operating Budget - Departmental Budget Options

2) Special Service Contracts
3) Discussion on Departmental budgets as needed
4) Golf Fund (Operating & Capital)
5) Recreation Fund (Operating & Capital)

May 16th	No meeting scheduled.
May 23rd	**Enterprise Funds Cont. and Capital Improvement Budget** 1) Hold Public Hearing on the Budget and continue to 6/06/2002. 2) Water Fund - Rate Study and Water Conservation 3) New and Modified CIP Projects 4) Olympic Budget Reconciliation 5) Budget Wrap-up
May 30th	No meeting scheduled.
June 6th	1) Hold Public Hearing on the Budget and continue to 6/20/2002. 2) Additional budget discussions as needed. 3) Tentative adoption of FY2003 Budget (no tax increase) 4) Tentative adoption of FY2002 Amended Budget
June 20th	Continuation and closure of the public hearing on the budget, with final adoption, by resolution, of both the FY2002 Adjusted Budget and the FY2003 Budget with a no increase tax rate for FY2003.

C. Analysis:

Operating Budget Issues - In the second year of the budget process Staff is required to demonstrate the changes from the financial plan adopted the previous year. This year the departmental changes are highlighted best in Attachment B Budget Options FY2002 and FY2003. This is a list of departmental budget options recommended by the City Manager. This year there were relatively few changes to both the FY2002 Adjusted Budget and the FY2003 Financial Plan.

The budget options represented in Attachment B fall into two basic categories: technical adjustments and new requests. The options that make up the technical adjustments are:

- Same Level Adjustments - Adjustments driven by inflationary costs.
- Olympic Budget Reductions - Departmental budget reductions identified in November 2001.
- 27th pay period for FY2002 - one additional pay period during a fiscal year occurs once every seven years.
- Trash Option Removal - This option was budgeted last spring in anticipation of the City providing a Main Street Trash service. This option has been handled through better coordination with BFI and Summit County and should be removed from the budget.
- Other minor technical adjustments - Adjustments driven by programing errors. These options have been previously adopted by Council and are now being corrected.

Table 1 Fiscal implications of the technical options by Sub-Category.

The technical budget options are largely driven by increasing costs for basic services and are driven by uncontrollable circumstances. For example the 27^{th} pay period is an anomaly that occurs once every seven years and has a large unavoidable fiscal impact. The "Same Level Adjustments" are driven off of inflating costs that the City cannot readily control such as postage, printing costs, or vehicle fuel increases. Attachment B has been updated from the May 2^{nd} attachment as some technical options were included as new options when in fact they can be viewed more as technical changes.

The second budget option category represents traditional budget options or new requests in the recommended budget. This years requests are largely driven by changes to service in various programs by external events. Those departmental service changes are detailed in Attachment B and highlighted below:

Finance: The implementation of GASB 34 requires additional funding for infrastructure analysis.

Technical Services: The GIS option is additional money for a contract in FY2003 to complete the mapping of parcels in the City.

Public Works Administration: The departmental need for a full time secretary as opposed to two part time secretaries. By combining tasks it is anticipated that Public Works will be able to operate more efficiently.

Water Operations: The growing demand for water services requires that a part time water worker be changed to a regular full time position. This cost is funded through existing revenues.

Transit Fund: Transit changes are offset with new federal operating dollars. The recommended match will come from existing budgeted resources in the Transit Fund to leverage possible federal funding.

Library: These options are to purchase additional books and materials and to provide additional funding for Children's programing.

Recreation Fund: Several changes in Leisure Services are driven by the County assuming the responsibilities for some previously offered City youth programs. These changes are detailed below under the Enterprise Fund Analysis.

Tennis: There are several changes to the Tennis program which are expected to generate additional revenues such as increasing the Tennis Pro Shop inventory. Other changes present additional funding for recreation instructors. (Tennis Pros) It is expected that any actual expenditure increase for Tennis Pros will be offset with additional revenues.

Golf: These budget options constitute a return to pre-2000 funding levels for golf course maintenance and capital improvements. Additional information is provided under a discussion of Enterprise Funds in this report.

Special Service Contracts: There are several requests for Special Service Contracts. The Special Service Contracts Subcommittee is made up of Council Members Candy Erickson and Peg Bodell and the Assistant City Manager Tom Bakaly. The committee has met and discussed the requests for this fiscal year. The following table outlines the requests and the sub-committee recommendation to the Council.

There are two requests that are closely related to youth and it is recommended that these requests are addressed by the Youth Advisory Council within existing funds.

The Park City Historical Society: The City has received a request from the Historical Society to increase the level of funding for the Museum's Director from part time to a full time basis for Park City. Currently, half of the Director's position is funded by the City. The Director is also working half-time for the Summit County Historical Society. This request would change the Park City portion of the Director position from part-time to full-time. Questions about what will happen with the County's share of the position should be referred to the historical society.

The Director services to the City include maintaining and preserving 20,000 historic photographs and artifacts in addition to providing other curatorial duties for the Historic Society. The mission of the Historic Society is to: "Preserve, Protect and Promote Park City's history and heritage." This mission is currently met with the support of many volunteers and Chamber Bureau employees. The attached information details the service enhancements proposed by this request.

In total this request represents an increase to the Special Service Contract of approximately $28,000 per year. The current contract anticipates $26,481 in cash support and $17,751 in rent contributions for a total current request of $44,232.

There are several possible funding sources and options for this request which are outlined in the matrix below. The funding for this Special Service Contract is driven by a formula representing .18% of the General Fund expenses detailed on Page 47 of the Budget Document printed last year. Any increase of funding for this request will require Council to amend the language for Special Service Contracts in the budget.

Historical Society Alternatives		
Alternative	**Alternative Viability**	**Annual Funding Implication**
A. Fully fund request	Full ongoing cost to the General Fund	$28,000
B. Partially fund request	Less ongoing impact on the General Fund.	$1 - 28,000
C. Require funding match with other resources	Less general fund cost - matching funding may be difficult. County Match unlikely. Require match from private funding source. Greater fund raising incentive and potential.	$1 - 7,000 - 25% Match $1 - 14,000 - 50%Match $1 - 21,000 - 75% Match $1 - 28,000 100% Match
F. Increase funding over time	Gradual increase of funding over time	$1 - 28,000 increasing over time
E. Sunset funding	Fully or partially fund request for a specific time period.	$1 - 28,000 decreasing or over time
F. Reject request.	Limit future growth, decrease service level, perceived lack of support for program.	$0

Council should provide direction for this option on May 9th. At the time of the printing of this report the Special Service Sub-committee did not have a formal recommendation for the Council regarding this request. The recommended budget currently before Council does not include an increase to the $44,232 in Funding that the Historical Society currently receives from the City.

Special Service Contracts are driven off of a percentage of the total General Fund as outlined in the budget document printed last year. On June 6th, the tentative budget will reflect any changes to this contract amount based on the changes to the General Fund.

This year CTAC recommended that any changes to special service contracts be addressed in FY2003 after a community visioning process and comprehensive review of the budget are conducted. This recommendation is consistent with the Program and Resource Analysis policies adopted by Council last year that states: service enhancements should be evaluated in the first year of the two-year budget process.

Enterprise Funds:

Transit Fund: In FY2002, the Transit Fund was able to secure a capital grants for approximately$240,000 in Federal Funding. This money will be used to fund vehicles, equipment, ADA wheelchair accessability, and bus shelters. This grant requires an 80/ 20 percent financial match which can be met through existing resources from the Transit Fund. This change requires additional appropriations in the Transit Fund which are recommended as part of the tentative budget. The attached Memo details part of the capital grant. Other capital grant funding included in this years adjusted budget includes funding for bus shelters and ADA equipment. In addition, the Transit fund budget (both revenues and expenditures) have been adjusted to meet the contracted needs of regional transit.

Golf Fund: In May 2000, the City commissioned a study of the Golf Course with Wikstrom Economic & Planning to study the long term funding and revenue needs of the Golf Fund. At the time the Golf Fund was in a “negative cash” position. This situation was exacerbated by several factors including the hotel construction. This study identified necessary changes in both revenues and expenditures. Two categories of expenses were identified in the study (Personnel and Materials, Supplies, and Services) and subsequently reduced during the budget process. In addition green fees were identified as lower then average for comparable courses in the area and all capital projects were reduced to unfunded.

Thus, the Council adopted an aggressive plan to reduce expenditures while simultaneously increasing fees and change player mix among season pass holders, residents and nonresidents. The projected result was an increase in fees and slowed expenditure growth with some service reduction. Additionally, a loan was made from the City Parks Master Plan Capital Project to the Golf Fund for approximately $150,000. This loan is scheduled to be fully repaid with interest in FY2002.

As part of the overall Golf Fund plan, fees for this year are scheduled to increase to $30 per round for residents and to $40 per round for nonresidents. The analysis also called for a gradual return to previous staffing, maintenance and service levels. The recommended budget increases are on par with the Wikstrom Study. The recommended budget options anticipate an increase to capital expenditures.

On May 1st, the new pro shop opened for business. This move has been long awaited and staff is hopeful that the new shop and the completed Hotel construction at the end of this season will lead to even greater profitability in the future. Although the Hotel will not be open until possibly late fall, Staff is optimistic for a good season.

Racquet Club Operating Budget: (Prepared by Kathy Kelly) The budget for 2003 has some significant changes due to the loss of both the revenues and expenses for the three youth sports programs run jointly with Basin Recreation. During 2003, a major study and retooling of the Recreation Fund will take place in conjunction with the proposed community visioning process. To get through the upcoming year, the Recreation Fund will need to cut expenses and create new programming to fund some of the $40,000 that Basin Recreation will no longer be contributing toward the Racquet Club administration. Due to the fixed cost nature of these expenses, those costs will continue.

Recreation Revenues:

- A 5-10% increase in all prices will occur throughout next fiscal year. Overall revenues have been projected at a 5% growth rate. Grants and sponsorships will be explored and pursued.
- Elimination of all budgeted fees from the joint youth sports programs.
- Elimination of the budgeted Basin contribution.

Recreation Expense Options:

Some personnel adjustments will be made for next fiscal year:

- Our full time fitness program and aquatics supervision staff person recently resigned. This position will be not replaced in 2003. Other staff will oversee these responsibilities.
- The tennis secretary position will convert to a contract status for 2003.
- The part-time recreation secretary position, recently vacated, will not be filled in 2003.

Other adjustments to expenses include:

- Increase Pro Shop inventory expense from $30,000 to $70,000, and move these dollars from the Racquet Club budget to the Tennis budget. These increased dollars reflect the actual inventory expenditures of prior years and are offset by sales revenues.
- Corrections to the part time tennis pro's hourly rates.

Recreation Capital Issues (Prepared by Kathy Kelly and Bob Johnston):

Background: The Racquet Club was acquired by Park City Municipal Corporation in 1987 at public auction for $425,000. Proceeds from the sale of the Memorial Building (now Harry Os) were used to fund the initial purchase. In 1988, the Park City Council formed the Racquet Club Expansion Committee and charged them with making recommendations on how the facility should be used and what improvements should be made. The committee recommended a $1.8 million project. City Council at the time felt that the public would not support that amount and ultimately authorized $1.4 million. In 1989, the community passed a General Obligation Bond to fund the improvements.

The construction of the original building and recreation pool is estimated to have taken place some time in the early to mid 70s. The improvements made as part of the expansion took place in 1990 and are now over a decade old. No improvements were made to the existing recreation pool or roof over the indoor tennis courts. The ceiling over the indoor courts is the original ceiling. After construction (1990) the Council authorized $50,000 annually to go toward the continued improvement of the facility. That practice ended in 1994 due to budget constraints. The lack of ongoing capital funding has presented challenges with respect to the condition of the Racquet Club and its amenities. For the past several years capital improvement projects have been proposed to address these issues, however those requests have not been funded.

Improvements to the Racquet club that were improved over the last several years were:

- Construction of the Fitness Center ($100,000)
- Resurfacing of the Tennis Courts
- Improvement of the lobby area ($50,000)

Acquiring funding for capital improvements at the Racquet Club has been challenging. On May 17th 2001 Staff presented several funding options to Council. Council asked that the Parks, Recreation and Beautification Board discuss this issue and attempt to identify Racquet Club improvement projects that may be included in a single debt bond issuance. The PR&BB

identified and prioritized the projects and further recommended that a survey be conducted to gauge voter support for recreation facility improvements.

In July of 2001, City Council concurred with staff's recommendation to conduct the survey. The result of the survey showed strong support for specific improvements to the Racquet Club including a new pool and a new roof for the facility. As a result, in September of 2001 Council authorized a $2 million bond to be placed on the ballot during the November election. That bond subsequently failed to pass.

The Racquet Club continues to be a popular and well utilized community amenity that is in need of significant improvements. The two areas that have been identified as priorities are the recreation pool and the roof and ceiling over the indoor tennis courts.

<u>Recreation Pool:</u> The existing recreation pool was part of the original Racquet Club facility. It is 55' long and 18' wide, roughly 1,000 sq. ft. It has a deep end that at one time accommodated a diving board. It is out of compliance with current health codes for pool construction and operations. Any significant modifications to the recreation pool would trigger a requirement for code compliance. The configuration of the pool does not adequately serve our current programming needs: the shallow end is too deep for swimming lessons for younger children and the gradient is too steep for water aerobics classes. We are experiencing problems with leaking (approx. 3,000 gallons per day). Not only is this bad for water conservation efforts, but is likely creating soil stability problems under the pool which could lead to more cracking. There is already structural cracking, inoperative pumps, and filtering equipment, and other nagging problems. The concrete decking around the pool is buckling up and creating tripping hazards for swimmers. Adjacent to the recreation pool is a small shallow pool we refer to as the "kiddie" pool which has been a popular place for toddlers and their parents. The filtration system of this pool is directly linked to the bigger pool. On the recommendation of an engineer's study, we have determined that we will not re-open this pool for the summer and will keep it closed indefinitely.

In a recent study (attached) that was commissioned to assess the pool's condition the engineers recommended the following;

> Based on the age and existing condition of this pool, continued maintenance problems can be expected. And due to the high cost of bringing this pool into code compliance, Curtis Engineers recommends that Park City analyze and study the benefits of replacing the existing pool with a new one that more adequately addresses current programming needs. The pools are very old and will most likely have continued problems with leaking, cracking, discoloring and other nagging problems. The pumps and heating equipment are approaching the end of their expected life cycles and will require replacement or comprehensive repairs in the near future.

In addition, we have historically had problems during the summer months with overcrowding in the locker room and lobby areas. The addition of an outdoor seasonal entrance and outdoor shower and changing areas would relieve these overcrowding issues.

Staff has considered this and has explored the possibility of a new "leisure pool". This type of pool would be more attractive to our younger patrons, open swim users and tourist population. It would better facilitate our lesson and water fitness programs, and greatly enhance our ability to generate more revenue. A seasonal entrance, shower and changing area could be added. A number of concepts have been developed for this type of pool but no final determination has been made.

The plan for this summer will be to continue to operate the pool in it's current condition. This will likely mean periodic closures throughout the summer for repairs and maintenance.

Racquet Club Roof/Ceiling: The roof that exists over most of the facility is the original metal sheeting roof. From the time the City has owned the facility we have experienced problems with roof leaks. We have attempted to address the problem in the past with coatings and other methods, but have not been successful. During periods of snow thaw or heavy rain at least two of our indoor courts have become unplayable resulting in lost revenue and frustrated patrons and staff. The leaky condition of the roof over the years has also caused damage to the ceiling over the tennis courts. Last year we were able to install a state-of-the-art and energy efficient lighting system, unfortunately, with the poor condition of the ceiling, the new system is not operating as effectively as it could. Our maintenance staff has recommended that a new ceiling not be installed until the roof is replaced and the leaking stops.

Racquet Fund Alternatives: The alternatives presented below for the recreation pool not only reflect ranges in cost but philosophical directions as well. The alternatives are also intended to be long-term. The short-term strategy is to try and operate the facility as is until the community visioning process is complete. The Recreation Facilities Master Plan adopted by Council in 2000 suggests that the focus of our efforts be on supporting and enhancing our resort lifestyle. Alternative A. supports that concept. Conversely, alternative C. would do little to support our resort lifestyle. The alternatives listed below are specific to the pool and roof. An overall alternative such as selling the Racquet Club or not doing any improvements over the long term has not been explored in detail, but could be at Councils request.

1) Recreation Pool:

A. Recommend that the City proceed with the planning and development of a “state of the art” leisure pool that would meet current programming requirements and would include facilities for seasonal check-in, dressing rooms and showers. This alternative would reflect our Resort Community Standard and enhance our potential for additional revenue. Project Life would be 20 years. Project cost not to exceed $500,000. Staff has recommended this option as an unfunded project in the budget currently under review by City Council.

B. Recommend that the City proceed with the planning and development of a new pool that would meet current programming requirements. No seasonal facilities would be added. This alternative would not be as attractive to our tourists and residents; opportunities for increased revenues would not be as great. Project life would be 20 years. Project cost not to exceed $300,000.

C. Recommend that the City explore the possibilities of repairing and renovating the existing pool. This alternative would not meet current programming needs. No seasonal facilities would be added. There would be no opportunity for additional revenue. Project life would be 3 to 5 years. Project cost could be as high as $150,000.

D. Continue to operate pool as we are currently. This option would not meet current programming needs. No seasonal facilities would be added. There would no opportunity for additional revenue. Pool will likely close on occasion throughout the summer for needed repairs and maintenance. There would be no opportunity for additional revenue. No project life can be projected. Cost between $10,000 and $50,000 annually, including lost revenue for down time.

2) Roof / Ceiling:

A. Recommend funding for the installation of a new roof and ceiling over the indoor tennis courts. Staff has recommended this option as an unfunded project in the budget currently under review by City Council.

B. Recommend funding the installation of a new roof but defer the installation of a new ceiling.

C. Continue with the current efforts to patch and make repairs as needed.

Significant Impacts: Improvements to the existing recreation pool and roof will have positive effects on overall Racquet Club operations, including the potential for enhanced revenue. Currently we are not at our Resort Community Standard for this facility, these improvements would bring us closer to becoming a true World Class Resort Facility.

Report Summary:

- Budget option requests were minimized in FY2002 and FY2003.
- Council should provide direction on the Special Service Contract Requests.
- Staff needs policy direction on Recreation Fund Issues.

D. Department Review: City Manager, Office of Capital Management and Budget, Recreation, Golf, and Public Works.

ALTERNATIVES:

A. Provide Direction About Budget Issues and Policies

B. Continue the Item - June 20, 2002 is the last date on which adoption (No Tax Increase Rate) can occur in order for us to meet the filing deadlines with the County and State if there is no property tax increase.

C. Do Nothing

SIGNIFICANT IMPACTS: The City's budget must be balanced. Staff recommends that Council provide policy direction on budget issues.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Consequences of not approving the items identified in this report are highlighted in the individual sections.

RECOMMENDATION: The City Council should follow the budget presentation schedule described above and provide direction concerning budget policies and issues.

Attachments:

B. Budget Options FY2002 and FY3003. (Updated from May 2nd.)

C. Historical Society Request

D. One Time Federal Funding Opportunity for Transit Capital Equipment

E. Recreation Capital Needs Study

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
APRIL 18, 2002

Present: Mayor Dana Williams; Council members Candace Erickson, Jim Hier and Fred Jones

Toby Ross, City Manager; Denise Payne, Leisure Services Administrative Assistant; Patrick Putt, Planning and Zoning Administrator; Brooks Robinson, Planner; Craig Sanchez, Director of Golf

Jane Washington, Lani Furr and Brigitta Wray, Friends of the Farm; Chris Larson, Planning Commission Chair

Rodman Jordan, commercial property owner

Absent: Council members Peg Bodell and Kay Calvert

1. **Council questions/comments.** None.

2. **McPolin Farm update.** Denise Payne referred to her staff report. Staff is looking for direction for the Friends of the Farm using the City's account for fund-raising, or forming a non-profit, or not fund raising at all. Mr. Jones asked about the Friends of the Library and Ms. Payne explained that initially it maintained funds through the City but has just received its non-profit 501(c)(3) status. It was their preference as they raise substantial amounts of money. All funds will be used at the farm facility either for special events or historical displays. Friends of the Farm has been working with the Historical Society on the latter. Fred Jones stated that he doesn't have a problem either way as both precedents have worked for Friends of the Library. Ms. Payne clarified that the Friends of the Farm are not anxious to form a non-profit. Jim Hier felt that the easiest way to get the organization started

is the best way and a 501(c)(3) can always be considered in the future. Ms. Payne reported that Friends of the Farm submitted an application for restaurant tax monies for historical displays at the Farm in the amount of $78,900. With regard to the proposed events outlined in the staff report, Ms. Erickson was pleased with the proposal which falls well within the criteria specified in the conditional use permit approved by the Planning Commission.

Member Jane Washington added that their mission statement is to achieve community involvement and compared its operation to the Wheeler Farm where there are educational and cultural programs. The board realizes that events have to be on a smaller scale, but would like permission to have non-amplified music for certain occasions. Mr. Hier pointed out that non-amplified music is allowed and felt it was fully contemplated by the Planning Commission. Brigitta Wray continued that they will provide a transportation plan for each event. Council indicated its support of the Friends of the Farm's plans.

3. **CDD project update:**

Illegal tree removal. Pat Putt reported that staff met with the property owners at 1700 Park Avenue regarding the removal of trees on the property. They have agreed to submit a landscape plan, which will include replacement of the conifers, one along Park Avenue and the other along the property on Iron Horse Drive. The trees will be replaced with pines 15 to 20 feet tall and staff will be involved in the selection of the species. Staff also met with the property owner of the Holiday Village project where three Austrian Pines were removed. He has committed to replacing the trees and staff will be making recommendations on the selection on these as well. The replacements should be spaded within two weeks.

Flagstaff. Pat Putt stated that on June 24, 1999, the City Council adopted Ordinance No. 20-99, approving the Annexation Development Agreement for the 1,600 acre Flagstaff Mountain area. The Ordinance granted the equivalent of a large scale master planned development 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. The Agreement specifies that only 147 acres of the 1,600 acres be developed and further limits mixed use development in the Mountain Village area, which includes Pod A, B-1, B-2, and D. Through illustration of a map, he clarified the location of the pods. With regard to density, the Agreement provides that no more than 705 unit equivalents, no more than 470 residential units, no more that 60 PUD style units, and no more than 16 single family home sites are permitted in the Mountain Village area. No more than 75,000 square feet of resort support commercial and a maximum 35,000 square foot skier lodge are allowed. The Empire Lodge has recently been completed. Prior to the construction of any development, the applicant must receive a site specific master planned development and final plat approval from the City. Currently the applicant and staff are processing the first phase of the MPD and the associated plat.

The Agreement also specifies that the developer submit 14 specific technical reports for review and approval by the City, including mine and soil hazards, transit, parking, open space, historic preservation, trails, construction phasing, infrastructure, public improvement design, and affordable housing. Mr. Putt indicated that these were reviewed by the Planning Commission who spent the most amount of time on the phasing and infrastructure plans which were approved in December. It was determined that no vertical development in Pod D could commence until the following actions take place:

- approval of the Mountain Village Master Planned Development (MPD) application (including, but not limited to, the Alpine Club Phase 1, pulse gondola, transit hub, village ski runs, and related landscaping) and all related conditional use permits;

- approval of the Pod D MPD and subdivision plat;

- substantially complete, and bond for completion by December 25, 2004, the operation of the Alpine Club Phase 1 resort amenity package (including, at a minimum, a restaurant, bar, convenience store, landscaping, ski runs/pedestrian connections, and concierge's services operated by a management company). Phase 1 of the Alpine Club will consist of a minimum of 10,000 square feet of building area ;

- substantially complete, and bond for completion by December 25, 2004, the first phase of Alpine Club multi-family units as approved in the Mountain Village MPD;

- issuance of the building permit, and bond for completion by December 25, 2004, for the Mountain Village transit hub;

- issuance of the building permit, and bond for completion by December 25, 2004, for the pulse gondola; and

- commencement of construction of at least one multi-family building within the Mountain Village(as approved in the Mountain Village MPD) in addition to the Alpine Club multi-family units.

The 14 studies and the LMC formed the basis under which the MPD and plat will be reviewed. In November 2001, the property owner submitted a revised MPD application and preliminary and final plat application for Phase 1 which includes right-of-way dedication plats for the Guardsman Road realignment

- Ten single-Family Lots (ranging in size from 0.36 to 0.95 acres)
- One Empire Canyon Day-Lodge Lot (1.3 acres)
- Three Multi-Family Lots for the 3 multi-family sites in Pod B-1 (Lot B 17 acres; Lot C 3.63 acres; and Lot D1.3 acres)
- One lot Subdivision for the open space parcel at the entrance to the Mountain Village (3.4 acres)

He explained that during the Olympic break, a subcommittee of the Planning Commission reviewed base zone heights. The subcommittee considered whether the existing density allowed in the Development Agreement should be built within the four pod areas under the zone height of 33 feet. The analysis was provided and it was the conclusion of the Commission and staff that the density may be built within the RD zoned height, but may be inconsistent with the criteria set forth in the MPD requirements of the LMC. Mr. Putt stated that the second consideration was the building height increase for Building H and whether height exceptions in the MPD would be appropriate. The Planning Commission has not made any formal findings to date. A public hearing was held on April 10 and the primary issues included limits of disturbance, maximum house size, request for additional height for Building "H"/Lot D, trails construction versus a Guardsman Pass Road sidewalk, the need for a visual analysis of utilities disturbance and timing for the review process in Mountain Village. Mr. Putt believed that there has been good progress made on this project to determine the phasing of Pod A and the application under review includes the 10 lot subdivision, three multi-family lots, Guardsman Road realignment, and the open space parcel. The first phase of the MPD and plat will trigger the open space conservation easement dedications, ranging from 88% to 92%. In addition, the City will receive the Guardsman Pass right-of-way platted in its new location and the road and utilities will accommodate the bed base in Pod A. He clarified for the benefit of the Mayor, that the intent of the one lot open space subdivision defines the eastern edge of the core of the Mountain Village which would be controlled by the property owners association. There was discussion of the height of Building H, which could be as high as 90 to 110 feet and Chairman Larson clarified that it is premature to identify a height other than a range as this is just being considered by the Planning Commission. He felt that some type of visual analysis will be conducted which is yet to be determined. Jim Hier recalled that the Commission felt the square footage of the single family homes was excessive but was more concerned about the footprint. Mr. Putt agreed and indicated that staff is working with the developer to consider maximum disturbance calculations and identification on the significant groupings of trees. Chairman Larson felt that there is a correlation between footprint and building size and the Commission needs to ensure that those numbers are realistic.

Land Management Code amendments. Mr. Putt continued that the City Council will hold a public hearing for the remaining chapters including planning and zoning, master planned developments, supplemental regulations, and historic district. The Planning Commission held a public hearing in November and staff was directed to include MPDs for affordable housing in the RC zone. Another issue which surfaced is an affordable housing option in the Estate District because Resolution No. 89-07 deleted language in the district regarding the zoning of qualified property to RD. In the early 1980s, applicants would aggregate portions of a parcel under 30% grade and the 1989 legislation eliminated that practice. It wasn't clear whether property could be zoned from Estate to RD for multi-family development and the elimination of the MPD process from the Estate zone wasn't discovered until the LMC was forwarded for Council consideration. He explained that staff is looking for direction from the Council whether affordable housing in the Estate zone should be allowed without first obtaining a zone change. The next issue deals with the minimum open space requirements in the GC zone, specifically in MPDs for redevelopment type projects. Most GC property within the City has been developed (i.e., Kearns/Bonanza corridor). He explained that the Planning Commission determined to fairly apply the 60% open space requirement in the GC zone as in other zones. There are property owners, intending to proceed with redevelopment projects in the GC zone, who believe this provision is onerous and a deterrent to redevelopment efforts. However, an option could be considered that takes into account enhancements that may offset the 60% open space requirement for a project. Mr. Putt added that some communities allow for reduced open space in exchange for amenities. This is an issue that staff would like feed-back from Council and the public. There may be opportunities to enhance pedestrian links, install pedestrian plazas, and/or install bus shelters and he explained the point system engaged by Breckenridge.

Mr. Putt explained that Chapter 4, Historic District, will not include amendments based on the comments received from the public and questions and comments raised by the Council. It is proposed to hold public work shops this summer before coming back to Council. Although the public hearing on the LMC next week is a continuation, staff will readvertize to provide the public with additional notice.

Rodman Jordan, commercial property owner, learned that the RC zone would no longer be exempt from the open space requirement in December. He was alarmed to learn this as his focus is revitalization of four or five properties on Bonanza Drive and other areas along Kearns Blvd. His business plan included demolition of some of the older buildings (i.e, climbing gym) and providing employee housing in the GC District and other features consistent with the intent of the zone. Historically, the LMC provided an exemption to the GC District and Main Street for open space and an MPD wasn't required if the application met requirements of the Code. The rewrite provides that any new commercial development in excess of 10,000 square feet now has to go through an MPD process. Mr. Jordan emphasized that he supports a restrictive code and the concept that if improvements exceed a certain threshold, an MPD is required. However, when a 60% open space requirement is mandated, the density of a commercial development is substantially decreased. On the surface, it may seem appealing, but half the density also translates to fewer jobs and less sales tax revenue to the City. He urged the Council not to jump into a decision that could result in long-lasting negative impacts. In his letter to Council, he outlined an analysis of the realities of a 60% requirement and used Anderson Lumber as an example. The exemption of open space produces rents in the range of $22 per square foot which is typical, but the proposed 60% results in a 50% increase, which drives businesses away to Silver Summit or Salt Lake. If the objective is to achieve a sustainable community, we should be aware of the risks this legislation brings to general commercial projects.

Hotel Park City. Planner Brooks Robinson reported that a condominium plat application has been submitted. It is anticipated that the City will receive the cottage designs this year, depending on the sales of the units in the hotel. The landscape plan is being finalized and the monument sign will incorporate the golf course and ski touring operations. Craig Sanchez added that the Pro Shop is expecting to receive its temporary certificate of occupancy next week and will open shortly thereafter. There will be limited parking at first, but by June 1 there will be 100 spaces available for the golfing public. Howa Construction has been great to work with, especially under consideration of its tight construction schedule. Brooks Robinson added that staff has been working with the Building Department on underground parking to establish a safe separation from construction and patron parking.

Prepared by Janet M. Scott

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 18, 2002

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, August 18, 2002. Members in attendance were Dana Williams, Candace Erickson, Jim Hier, and Fred Jones. Council members Peg Bodell and Kay Calvert were excused. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; Patrick Putt, Planning and Zoning Administrator; and Kirsten Whetstone, Planner.

II PUBLIC INPUT

1. Animal Control - Paul Zane Pilzer, Aerie resident, stated that he has been complaining about unleashed dogs to City officials for two years, but has gotten no where. He referred to the trial in San Francisco where a woman was murdered by a loose dog and the responsibility of government officials to enforce existing laws. Unleashed dogs terrorize mothers and children in City Park every day and when the police is notified, they call Animal Control who shows up an hour later. The police refuse to enforce City laws. He met with Chief Evans who indicated that he does not have the manpower for animal control. It is only a question of time until a child is injured or killed and the City officials who have decided not to enforce the law will be prosecuted. He stated he will file an amicus brief when a child is attacked by a dog. Park City has a law on the books and current officials and employees are not enforcing it. There are unleashed dogs owned by employees and officers of the City in the Marsac Building and as long as this is allowed, citizens can not be held to the leash law. The small dog owners who obey the laws have are being terrorized by large unleashed dog. The City is incurring criminal liability by deliberately not enforcing the law. Mr. Pilzer continued that he is not suggesting that police officers handle unleashed dogs but ticket the

owners. He asked why the parking enforcement officers aren't writing $100 tickets to dog owners on Main Street and suggesting raising the fine for unleashed dogs similar to the fine imposed for towed cars. There are economic solutions. City government has failed for two years to enforce existing laws and City officials and employees have made unilateral decisions to ignore these laws. He reiterated his proposal and detailed his problems with an unlicenced business, Bark City Walkers. This group released a pack of unleashed dogs from a van on Aerie Drive and when confronted by the City was only given a warning. Mr. Pilzer stressed to make this a revenue item; order the police today to ticket unleashed dogs, and get unleashed dogs out of City buildings. A portion of City Park could be designated for unleashed dogs. He is beyond requesting and is demanding that allowing unleashed dogs be stopped now by establishing an effective fine to raise revenue to enforce the leash law.

This comment was received after Ms. Rosenbloom's testimony but appears here for ease of reference. Paul Bukovich, resident, stated that his dog was attacked last year and the leash law should be written off or enforced. Hire more enforcers and get the police to do their job. This seems like a losing battle and the town has changed. He relayed that he was in court for letting his dog run at large with another other party whose dog attacked his dog. They were only charged with letting their dog run at large and since then, this dog has attacked another dog. When a court date was set, he intended to attend but the date was postponed because they heard he would be there. They are wicked people who believe they are above the law. Mr. Bukovich stated that there are currently five unleashed dogs on his street and asked where are the dog catchers. If Park City doesn't have the money for animal control, no one does.

2. ADA violations - Marie Rosenbloom, resident, supported Mr. Pilzer's comments. She explained her disabilities and stated that the City doesn't provide paratransit services to the court which has been moved from Park City to Summit County, which is in violation of ADA requirements. Park City is the only community in Utah that doesn't have an ADA affiliate and she has been acting as an affiliate by collecting information, educating people, and attempting to bring the City in compliance. She has been working on this, elder abuse, and

victims' rights for 12 years which has been frustrating. With regard to elder abuse and ADA, there are no statue limitations or governmental immunity. Ms. Rosenbloom referred to Supreme Court cases challenging ADA requirements, but the 14th Amendment provides all citizens equal protection and due process. Four out of five disabled women are abused and then the system abuses them, which leads to complex post traumatic stress disorder. The medical community then over-medicates these women, who are diagnosed with Parkinson's Disease or mental illness. She again discussed her serious disabilities and her investigations of Summit County. The transportation in Park City is inadequate and does not comply with ADA. The cell phone was removed from the bus and she is worried about other passengers; it is against the law to isolate senior citizens. These people are long-time tax payers and deserve services, consideration, respect and dignity. Under the law, they should be able to make as many stops as they want and be provided the same route as regular service. The service should be on demand. Ms. Rosenbloom continued that since she has done all of the research, she would like to be the ADA affiliate for the City, but can't afford to do this since she is below the poverty level. This should be a paid position or she should receive a stipend. She criticized the lack of railings in affordable housing projects. Ms. Rosenbloom claimed that the City requires seniors to state the reason for their trip which is documented; this is illegal. Transportation and interest in seniors needs to be addressed.

In response to a question from the Mayor, she clarified that the driver on the bus used to have a cell phone. She reiterated that they are allowed to make more than one stop and it is impossible to determine an exact pick up time, especially for doctor appointments. A cell phone is also needed in the event of a crisis on the bus. Ms. Rosenbloom again described her disabilities and requested that she be assigned as the City's affiliate. She clarified to the Mayor that she provided information to the transportation department, the planning board, and Mountainlands Housing, but feels it now needs to become a public issue. She is an interventionist, resource specialist and ADA affiliate and would like to be recognized as such.

III COMMUNICATIONS FROM COUNCIL AND STAFF

The Mayor reported that the first organ transplant website in the state in now on line. He has had several discussions with residents on the dog issue and felt it appropriate to take this matter under consideration.

_Planner Brooks Robinson noted that the City received its nine-year designation from Tree City USA and presented the Mayor with a Tree City flag. He believes this verifies the City's commitment to forestry and tree care within the community.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MARCH 28, 2002

Hearing no omissions or corrections, the Mayor requested a motion to approve. Councilman Hier disclosed that he will not be voting as he was not in attendance. Fred Jones, "I move approval of the minutes of March 28". Candace Erickson seconded. Minutes adopted.

Peg Bodell	Absent
Kay Calvert	Absent
Candace Erickson	Aye
Jim Hier	Abstention
Fred Jones	Aye

VI PUBLIC HEARINGS

1, Ordinance approving a plat amendment to combine all of Lot 9 and part of Lots 8, 10, 14 and 15 of Block 14, Snyder's Addition to the Park City Survey into one lot (835 Norfolk Avenue) - Pat Putt explained that the property is located at 835 Norfolk Avenue in the HR-1 District. It is proposed to combine five remnants of property into one 4,547 square foot lot to allow for an addition and remodel of the existing structure. The Planning Commission forwarded a positive recommendation to Council and no public input was received on this amendment. Staff recommends approval with the conditions of approval, findings of fact and conclusions of law outlined in the staff report.

The Mayor invited the Council and staff to comment. Hearing none, the public hearing was closed.

2. Ordinance approving a final subdivision plat known as the Coalition West Subdivision, located at 777 Park Avenue in Section 18, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah - Kirsten Whetstone explained that the subdivision plat will create four subdivided lots; three lots for future development as a part of the Sweeney Master Plan, and a 30,000 square foot open space parcel dedicated for the ski run. The Planning Commission held a public hearing on March 13 and April 10, 2002 and received comments from neighbors; most concerns dealt with future development and one comment related to access to a parcel. She believed those concerns were adequately addressed and urged Council to approve the subdivision based on the findings of fact, conclusions of law, and conditions of approval outlined in the staff report.

The Mayor invited the Council and the public to comment on this application. Hearing none, the public hearing was closed.

VII CONSENT AGENDA

Mayor Williams requested a motion to approve the Consent Agenda. Fred Jones, "I move approval to approve the three items on the Consent Agenda". Candace Erickson seconded. Motion carried.

Peg Bodell	Absent
Kay Calvert	Absent
Candace Erickson	Aye
Jim Hier	Aye
Fred Jones	Aye

1, Ordinance approving a plat amendment to combine all of Lot 9 and part of Lots 8, 10, 14 and 15 of Block 14, Snyder's Addition to the Park City Survey into one lot - See staff report and public hearing.

2. Ordinance approving a final subdivision plat known as the Coalition West Subdivision, located at 777 Park Avenue in Section 18, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah - See staff report and public hearing.

3. Acceptance of the Mayor and City Council disclosure statements into the Official Minute Book - See attached affidavits.

VIII ADJOURNMENT

Jim Hier requested that staff brief Council the City's ADA affiliate, building and transportation compliance with ADA standards. He would like to address Ms. Rosenbloom's comments, but needs more information. The Mayor asked for some history in the changes in our paratransit service. He understood the conflicts created if several riders want to make several stops and having only one van. Information on the City's 24 hour notification policy versus on demand service would also be helpful. Mr. Ross believed that 24 hour prior notice has been in place for some time and staff will compile general ADA information and the paratransit service the City actually provides, which is broader than required. Fred Jones requested information on paratransit service in conjunction with the recently approved expanded service in the County.

Mr. Hier also requested follow-up on the dog issue. The City Manager stated that he expressed earlier to Mr. Pilzer that this would be discussed at the Council's May 14 budget meeting as it may involve expanded services. He clarified that police officers have been instructed to respond to dog problems, but not to the exclusion of regular duties. Mr. Pilzer countered that the police do not respond but call animal control officers who take too long to arrive because they are very busy. Chief Lloyd Evans interjected that his department is also very busy with other responsibilities. If there is an immediate need or a dangerous situation, an officer will be dispatched. Mr. Pilzer emphasized that he believes large unleashed dogs create a dangerous situation for his baby daughter in the park and demanded that the owners of unleashed dogs be cited by the police not simply warned. Chief Evans understood that Mr. Pilzer is requesting a higher service level than has been provided in the past by his department and expanded service would be a policy decision endorsed by the City Council. His officers are instructed to use their best judgment in determining the appropriate action to take in situations. Mr. Pilzer strongly reiterated his position and demanded that the City Council instruct the City Manager to direct the Chief of Police to issue tickets to all dog owners violating the leash law. Mr. Hier responded that he refuses to be demanded; Mr. Pilzer has not been talking to him for two years, and this will be considered at a later date. A heated exchange ensued and Candace Erickson stated that she would like the City Attorney to provide information to Council detailing the City's animal control ordinance, fines, and enforcement.

Mr. Pilzer pointed out that in the meantime a child may be injured and the blood will be on the hands of the City. Ms. Erickson pointed out that the police may be involved in a bank robbery or some other public safety emergency and not available to respond to a dog control incident. Mr. Pilzer again strongly presented his arguments and Council member Fred Jones clarified that the Council will address the policy, but there are ramifications that need to be totally understood by members. If the Police Department is instructed to enforce animal control, this may require hiring more officers or cutting services in other areas. There are residents as adamant as Mr. Pilzer about speeding in neighborhoods which is also perceived as endangerment to children. Council will take a look at this, but taking action tonight is not going to occur. Chief Evans clarified that police departments do not determine fines; that is a court function and up to the judge. He explained that his officers are directed to use their discretion which may range from giving a warning to issuing a ticket and understood Mr. Pilzer is demanding that his officers unequivocally ticket each and every time they encounter an individual with an unleashed dog. Mr. Pilzer argued that until the Council has time to consider this issue, that tickets be issued to all leash law offenders because a child will be injured.

Mayor Williams added that the City has offered Summit County Animal Control a desk in the Marsac Building and agreed that assigning only two animal control officers to a

25,000 square mile area is a problem. Three police officers resigned before the Olympics and the City is also short-handed. Mr. Pilzer again demanded that Chief Evans be directed to issue tickets immediately. Chief Evans reiterated the discretionary policy of his Department.

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 3 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Jim Hier, and Fred Jones. Council members Bodell and Calvert were excused. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Jerry Gibbs, Public Works Director; Tom Daley, Assistant City Attorney; and Tom Bakaly, Assistant City Manager. Candace Erickson, "I move to close the meeting to discuss property acquisition and litigation". Jim Hier seconded. Motion carried.

Peg Bodell	Absent
Kay Calvert	Absent
Candace Erickson	Aye
Jim Hier	Aye
Fred Jones	Aye

The meeting opened at approximately 4:25 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

Land Management Code Amendments. It is recommended that this advertised public hearing be continued to a date uncertain, since the City Council remanded the LMC to the Planning Commission at its meeting of April 25, 2002. Check the Planning Commission agendas available on this website; the public hearing is **tentatively** scheduled to return to City Council on June 6, 2002.

DATE: May 9, 2002

DEPARTMENT: Legal Department

AUTHOR: Mark Harrington, Cindy LoPiccolo

TITLE: Proposed Amendments to the Municipal Code of Park City ("MCPC") Amending Title 3, Ethics Code.

TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Hold a public hearing and adopt the proposed Ordinance which amends Title 3, Chapter 5 of the Park City Municipal Code.

DESCRIPTION:

A. Topic.

Amendment to Title 3, Municipal Code of Park City ("MCPC").

B. Proposal.

Adoption of Ordinance amending MCPC Title 3, Chapter 5 regarding disqualification of a candidate for failure to file a required campaign financial statement.

C. Background and Analysis.

The Utah State Legislature recently passed legislation amending the Utah State Code concerning Municipal Campaign Finance. The act provides for the disqualification of a candidate for failure to file required reports, and provides for a private right of action and an award of costs and attorney's fees for violation of campaign financial disclosure requirements. The bill was approved by the state legislature on March 6, 2002 and was effective May 6, 2002.

The proposed amendment is a mirror of the Utah state statute and aligns our Ethics Code with state requirements.

D. Significant Impacts

Failure to amend the Code may lead to challenges concerning campaign financial disclosure.

E. Alternatives

1. Approve the revisions to Title 3, Chapter 5 of the Municipal Code of Park City, adopt amending Ordinance. This is the recommended action.

2. Modify the Ordinance. If after public input and discussion the Council desires further changes, it should direct staff accordingly.

F. Staff Review

The Legal Department and the City Manager have reviewed this matter.

G. Recommendation

Approve the revisions to Title 3, Chapter 5 of the Municipal Code of Park City and adopt the Ordinance.

AN ORDINANCE AMENDING ORDINANCE 01-26, PARK CITY MUNICIPAL CODE SECTION 15-3-5, ETHICS CODE; PROVIDING FOR DISQUALIFICATION OF A CANDIDATE FOR FAILURE TO FILE REQUIRED REPORTS

WHEREAS, an Ethics Code was adopted by the City Council of Park City, Utah, to establish guidelines for ethical standards of conduct for all City officers and employees, address disclosure of conflicts of interest, and establish campaign disclosure requirements; and

WHEREAS, the Utah State Legislature adopted Municipal Campaign Finance Amendments during the 2002 General Session providing for disqualification of a candidate for failure to file a required campaign financial statement; and

WHEREAS, the Legal Staff has amended the Ethics Code to conform with requirements of the Utah State Code and is recommending approval of this change; and

WHEREAS, the City Council finds that the proposed change to the Ethics Code necessary to incorporate the legislative requirements of the Utah State Code for municipalities in regard to campaign disclosure.

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

SECTION 1. AMENDMENT TO TITLE 3, SECTION 15-3-5 OF THE PARK CITY MUNICIPAL CODE Title 3, Section 15-3-5 of the Municipal Code of Park City is hereby amended to read as follows:

3- 3- 5. CAMPAIGN CONTRIBUTIONS AND EXPENDITURES TO BE REPORTED.

Each candidate or election campaign committee must file a sworn campaign contribution and expenditure statement, as follows:

(A) <u>SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT - CONTENT</u>. The campaign statements shall include a detailed listing of each monetary and service contribution received and expenditure made, as follows:

(1) **Contributions.** A list of contributions more than fifty dollars ($50.00) received by, or on behalf of, the candidate or his/her election committee, including:

(a) the name and address of the contributor;

(b) the date contribution was received;

(c) dollar amount contributed or fair market value of service contributed; and

(f) a net balance of contributions for the period.

(2) **Contributions Fifty Dollars ($50.00) or Less.**

(a) For all individual contributions or public service assistance $50 or less, a single aggregate figure may be reported without separate detailed listings.

(b) Two (2) or more contributions from the same source that have an aggregate total more than $50 may not be reported in the aggregate, but shall be reported separately per section (1) above.

(3) **Expenditures.** A list of expenditures made and obligations incurred as a part of the campaign effort shall include:

(a) the name and address of every recipient to whom disbursement was made;

(b) the amount expended or for each nonmonetary expenditure, the fair market value of the expenditure;

(c) the date of payment; and

(d) a net balance of expenditures for the period.

(4) **Statements Balances.** Each campaign statement shall include the net balance from the previous statement, if any, and show a net balance from the last statement plus all receipts minus all expenditures.

(B) REPORTING FIRST SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT - DEADLINE. Every candidate running for the office of Mayor or City Council shall file a first campaign statement with the election official at least seven (7) calendar days preceding the date of the primary election. See criteria outlined in Section (A) above.

(C) REPORTING FINAL SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT FOR CANDIDATE ELIMINATED IN PRIMARY - DEADLINE. Those candidates eliminated in the primary election must file a final campaign statement with the election officer within thirty (30) calendar days after the primary election. See Section (A) criteria above.

The final campaign statement shall contain a paragraph signed by the candidate certifying that, to the best of the candidate's knowledge, all receipts and all expenditures have been reported as of the date the statement is executed, and that there are no bills or obligations outstanding and unpaid except as set forth in that report.

Refer to Section 3-3-6 below concerning disposition of surplus campaign funds.

(D) <u>**REPORTING SECOND SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT**</u>**.** Following the primary election, every candidate still eligible for the office of Mayor or City Council in the general election shall file a second campaign statement with the election official at least seven (7) calendar days preceding the date of the general municipal election. See criteria of Section (A) above.

(E) <u>**REPORTING FINAL SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT**</u>**.** All candidates in the general election must file a final campaign statement with the election official within thirty (30) days after the general election. See criteria of Section (A) Above.

The final campaign statement shall contain a paragraph signed by the candidate certifying that, to the best of the candidate's knowledge, all receipts and all expenditures have been reported as of the date the statement is executed, and that there are no bills or obligations outstanding and unpaid except as set forth in that report.

Refer to Section 3-3-6 below concerning disposition of surplus campaign funds.

(F) <u>**AMENDED FINAL SWORN ELECTION CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT**</u>**.** In the event a candidate or candidate's campaign committee receives a contribution or makes an expenditure after the candidate's final campaign statement has been submitted to the election officer, an amended final sworn campaign statement must be filed with the election official within five (5) days of receipt of the contribution.

<u>(G) FAILURE TO FILE A CAMPAIGN CONTRIBUTION AND EXPENDITURE STATEMENT.</u>

(1) If a candidate fails to file an election campaign contribution and expenditure statement due before the municipal general election, the election officer shall, after making a reasonable attempt to discover if the report was timely mailed, shall,

(a) if practicable, remove the name of the candidate by blacking out the candidate's name before the ballots are delivered to voters; or

(b) if removing the candidate's name from the ballot is not practicable, inform the voters by any practicable method that the candidate has been disqualified and that votes cast for the candidate will not be counted; and

(c) may not count any votes for that candidate.

(2) Notwithstanding Subsection (1) above, a candidate is not disqualified if:

(a) the candidate files the reports required by this section; and

(b) those reports are completed, detailing accurately and completely the information required by this section except for inadvertent omissions or insignificant errors or inaccuracies; and

(c) those omissions, errors, or inaccuracies are corrected in an amended report or in the next scheduled report.

(H) **CIVIL ACTION.**

(1) Any private party in interest may bring a civil action in district court to enforce the provisions of this section or any ordinance adopted under this section.

(2) In a civil action filed under Subsection (H)(1), the court may award costs and attorney's fees to the prevailing party.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 9th day of May, 2002.

DATE: May 9, 2002

DEPARTMENT: Planning

AUTHOR: Brooks T. Robinson

TITLE: 7965 Red Tail Court, Bald Eagle subdivision

TYPE OF ITEM: Amendment to Record of Survey

SUMMARY RECOMMENDATION: Conduct a public hearing, consider any public input, and consider staff's recommendation for approval as conditioned or amended.

DESCRIPTION

A. Topic

Applicant representatives	Rick Otto, architect. David Johnson, attorney.
Location	7965 Red Tail Ct, Unit 43 Bald Eagle
Zoning	Residential Development (RD)
Adjacent Land Uses	Residential and unincorporated Wasatch County
Reason for Review	Records of Survey amendments require Planning Commission review and City Council approval.

7. Background

In September 1999, an application was received to amend the Bald Eagle Record of Survey. Bald Eagle was developed as a condominium project and each unit owner owns the ground upon which a house can be built. Part of the Bald Eagle project lies within Wasatch County. Unit 43, located at 7965 Red Tail Court is one of the units within Wasatch County. The applicants, the Hagues, also own a 30 by 310 foot contiguous strip of land in unincorporated Wasatch County and outside both the Bald Eagle condominium record of survey boundary and the Park City Municipal corporate boundary.

The Planning Commission heard this application at their regular meeting of April 24, 2002, and forwards a positive recommendation to the City Council.

The applicants wish to amend the Bald Eagle condominium Record of Survey to include this 30 by 310 foot strip into their unit. Certain yard improvements are proposed that would necessitate building permits from the appropriate jurisdiction. Park City declined to proceed with building permits or this application until such time as Wasatch County and Park City formalize an

Interlocal Agreement to facilitate this process. The Interlocal Agreement would give Park City jurisdiction over building permit applications on the lot.

8. Analysis

Over the past two and half years, staff has met several times with the representatives of the Hagues to outline the steps required. The applicant decided to pursue this course of action. A draft of the Interlocal Agreement has been reviewed by the Wasatch County Attorney's office and the Park City Attorney's office and received preliminary approval as to the form of the agreement. The Interlocal Agreement must be approved by both the Park City Council and the Wasatch County Commission prior to execution.
Staff has reviewed the application with the current development pattern in Bald Eagle. With the additional 9300 square feet, Unit 43 would still be of comparable size to the adjacent units.

3. Department Review

This project has gone through an interdepartmental review. At such time as a final amended record of survey plat is required, the City Engineer and City Attorney will review the plat as to form and compliance with the Land Management Code prior to recordation.

4. Notice

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

5. Public Input

Staff has received several telephone inquiries from the public as to the nature of this request.

ALTERNATIVES

1. The City Council may approved the amended Record of Survey as conditioned or amended; or
2. The City Council may deny the amended Record of Survey and direct staff to prepare Findings to support this action; or
3. The City Council may continue the discussion with direction to staff and the applicant.

SIGNIFICANT IMPACTS

There are no significant impacts with this application. Staff finds the proposal to be compatible with the surrounding development pattern.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

The unit will remain as is.

RECOMMENDATION

Staff recommends that the City Council open the public hearing, consider any public input, and consider staff's recommendation to approve the amended Record of Survey based on the following findings of fact, conclusions of law and conditions of approval:

Findings of Fact:

1. The property is located at 7965 Red Tail Court, also known as Unit 43 of the Bald Eagle Club at Deer Valley. The property is zoned Residential Development - RD. The property is improved with a house.
2. Unit 43 is within Park City Municipal boundaries and within Wasatch County.
3. The proposed 30 by 310 foot strip to be added to Unit 43 is outside of Park City Municipal boundaries and in unincorporated Wasatch County.
4. An Interlocal Agreement with Wasatch County has been drafted to give Park City jurisdiction over building permits on the amended Unit 43.
5. The additional land for Unit 43 is for yard improvements only.
6. The Planning Commission heard this application at their regular meeting of April 24, 2002, and forwards a positive recommendation to the City Council.

Conclusions of Law:

1. There is good cause for this Amended Record of Survey for Unit 43, Bald Eagle Club at Deer Valley.
2. The Amended Record of Survey is consistent with the Park City Land Management Code, the General Plan 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:

5. The Conditions of Approval for the Bald Eagle Cub at Deer Valley remain in full force and effect.
6. 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.
7. 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 and the plat will be void.
8. The City Attorney will review the final form of the Interlocal Agreement with Wasatch County prior to recordation of the Amended Record of Survey.
9. Applicants must have written consent for this expansion of Unit 43 from the Bald Eagle Club Homeowners Association prior to plat recordation.
10. No additional dwelling area is allowed within the 30 by 310 foot expanded Unit area.
11. No Building Permits shall be issued for construction within the 30 foot amended area until the Amended Record of Survey has been recorded and the Interlocal Agreement between Park City and Wasatch County has been duly executed and recorded.

EXHIBITS

Exhibit A - Location map

Exhibit B - Proposed Amended Record of Survey

AN ORDINANCE APPROVING AN AMENDED RECORD OF SURVEY FOR UNIT 43 OF THE BALD EAGLE CLUB OF DEER VALLEY, LOCATED AT 7965 RED TAIL COURT, PARK CITY, UTAH.

WHEREAS, the owners of the metes and bounds parcel adjacent to Unit 43 of the Bald Eagle Club of Deer Valley, located at 7965 Red Tail Court have petitioned the City Council for approval of an amended 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 24, 2002, to receive input on the proposed amended Record of Survey plat;

WHEREAS, the Planning Commission, on April 24, 2002, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 9, 2002, the City Council held a public hearing and approved the proposed amended Record of Survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the amended Record of Survey plat.

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

SECTION 1. APPROVAL. The Record of Survey plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

12. The property is located at 7965 Red Tail Court, also known as Unit 43 of the Bald Eagle Club at Deer Valley. The property is zoned Residential Development - RD. The property is improved with a house.
13. Unit 43 is within Park City Municipal boundaries and within Wasatch County.
14. The proposed 30 by 310 foot strip to be added to Unit 43 is outside of Park City Municipal boundaries and in unincorporated Wasatch County.
15. An Interlocal Agreement with Wasatch County has been drafted to give Park City jurisdiction over building permits on the amended Unit 43.
16. The additional land for Unit 43 is for yard improvements only.
17. The Planning Commission heard this application at their regular meeting of April 24, 2002, and forwards a positive recommendation to the City Council.

Conclusions of Law:

1. There is good cause for this Amended Record of Survey for Unit 43, Bald Eagle Club at Deer Valley.
2. The Amended Record of Survey is consistent with the Park City Land Management Code, the General Plan 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.

<u>Conditions of Approval:</u>

5. The Conditions of Approval for the Bald Eagle Cub at Deer Valley remain in full force and effect.
6. 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.
7. 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 and the plat will be void.
8. The City Attorney will review the final form of the Interlocal Agreement with Wasatch County prior to recordation of the Amended Record of Survey.
9. Applicants must have written consent for this expansion of Unit 43 from the Bald Eagle Club Homeowners Association prior to plat recordation.
10. No additional dwelling area is allowed within the 30 by 310 foot expanded Unit area.
11. No Building Permits shall be issued for construction within the 30 foot amended area until the Amended Record of Survey has been recorded and the Interlocal Agreement between Park City and Wasatch County has been duly executed and recorded.

<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 9th day of May, 2002.

DATE: **May 9, 2002**
DEPARTMENT: **Capital Management and Budget**
AUTHOR: **Tom Bakaly, Assistant City Manager and Michelle Bridge**
TITLE: **Legislative Consulting Agreement with Lee & Smith**
TYPE OF ITEM: **Administrative- Consulting Services Agreement**

SUMMARY RECOMMENDATION: The City Council should authorize the City Manager to enter into a service provider contract (attached) in a form approved by the City Attorney's Office for an amount of $72,000 base (plus a $5,000 annual expense retainer). This amount will cover 360 hours annually (30 per month) and a rate of $275 per hour over 30 hours per month, for a one year contract with two additional renewable one year terms.

DESCRIPTION:

A. Topic: Consulting services relating to federal funding requests.

B. Background: Given the complexities of the federal funding processes, the necessity for federal funding in support of successful regional water systems, the urgency of some local projects with respect to time frames, and the frequent necessity to communicate our water interests with members of Congress and the federal administration, it is apparent to staff that our interests in Washington continue to need hands-on management.

C. Analysis: Through a formal RFP process in which the City noticed the public through the Park Record and the Salt Lake Tribune, a staff team consisting of Tom Bakaly, Jerry Gibbs, and Michelle Bridge, has recommended the Law Firm of Lee & Smith. Qualification requirements as stated in the RFP were; a profile of the proposers background information such as size, location. They were required to provide a list of clients, describe how the firm can represent clients with potential competing interests, demonstrate necessary knowledge and expertise, and demonstrate past performance and capability with references. A copy of the accepted proposal is attached.

The City received three proposals which were ranked according to the criteria below on a scale of 1-10. The scores represent the average ranking of the three rates.

Name of Firm	Qualifications & Experience (30%)	Price (30%)	Past Performance (40%)	Total
Lee & Smith	8.67	7.67	8	8.1
Scott, Charles + Partners	5.67	9.67	5	6.6
mCapitol Management	8.33	6	8.67	7.5

The City's primary consultant contact with the firm will be Mr. Jim Barker. Mr. Barker joined the firm in April 2001 and has over 20 years of Washington D.C. experience. Mr. Barker was the Staff Director and Chief Counsel of the Water and Power Subcommittee of what is now called the Resources Committee for four years. He has extensive experience in writing and helping pass the 1992 Omnibus Water Projects Bill. Mr. Barker was Chief of Staff for Congressman Jim Hansen during the late 1980s. Most Recently, Mr. Barker was Chief of Staff for Senator Robert Bennett.

Projects: We are now at a critical time with the federal appropriations process for Water projects. The City already has an authorization and a $100,000 appropriation for technical planning design and engineering services for the pipeline project. There is an excellent opportunity during the next 6 months for the City to receive additional appropriations and be able to formally begin design and engineering work on the pipeline project. The City also needs to continue work on receiving an authorization for partial funding of construction of the pipeline. Any federal funds received for the pipeline project will reduce the amount of water user fee increases needed to fund that project. The City is also seeking an authorization for a water treatment facility.

Fee for Services: In return for consulting and representation services, the City will pay Lee and Smith seventy two thousand dollars ($72,000)for one year. The total fee shall represent compensation in full for consulting services up to and including thirty (30) hours per month, with a $5,000 expense retainer. Further details regarding payment and fee structure can be found in the services contract, Exhibit B.

Scope of Services: The overall objective of the consulting services agreement is for the consultant to secure federal funding for Park City Municipal Corporation in order to develop water resources and waste water resources. The consultant will represent Park City's interests in Washington, DC. Such representation shall include, but is not limited to the following:

1. Develop a comprehensive legislative and/or administrative strategy to obtain federal authorizations and federal appropriations;
2. Coordinate, direct, and implement legislative actions;
3. Prepare draft legislation, report language, and/or Congressional testimony as may be required;
4. Represent Park City in meetings with federal officials;
5. Assist with the federal regulatory process;
6. Develop relationships in Washington, DC which are beneficial to Park City's interests; and
7. As desired by Park City, assist in Utah state and local government activities.

Term: The term of the contract is for one year with two additional (automatically renewable) one year terms.

D. Department Review: This staff report has been reviewed by the City Manager's Office, Capital Management and Budget Office, Public Works Department, and the Legal Department.

ALTERNATIVES: Our recent experience demonstrates that there are avenues within Congress and the administration to achieve federal funding for local projects. We can continue to explore these options ourselves. However, dealing with the federal government is complex, and we have no guarantees of success. Some strings may be attached to federal money which could generate increased staff time and governmental oversight. It is the opinion of staff that political processes such as this are often best left to those with relevant experience and political connections.

A. Approve the Request: City Council could approve the award of contract with Lee & Smith for legislative consulting issues.

B. Reject all Bids: City Council could reject all bids and ask staff to perform another selection process.

C. Deny the Request: City Council could deny the request to award a contract to Lee & Smith and not hire a Washington consultant.

D. Continue the Item: Our current lobbying consultant is under contract through May 19, 2002.

E. Do Nothing: Same as denying the request

SIGNIFICANT IMPACTS: The cost of Lee & Smith's services through the next year are estimated to be about $72,000 depending on expenses and level of services needed above 30 hours per month. There are sufficient funds in the Water Fund and Transportation Fund for this project. At stake in Congress is currently about 1.5 million in federal funding for Park City buses and about $30 million for water projects. The City has had discussions with the Snyderville Basin Water Reclamation District (SBWRD) about sharing in the cost of the consultant. Staff believes that there will be a future opportunity to defray some of the costs of the contract with assistance from the SBWRD.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: There are probably few direct consequences as we may or may not receive federal funding with or without the help of Lee & Smith or any other consultant.

RECOMMENDATION: The City Council should authorize the City Manager to enter into a service provider contract in a form approved by the City Attorney's Office with the Lee & Smith Law Firm for an amount of $72,000 base ($5,000 annual expense retainer) for 360 hours (30 per month) and $275 per hour over 30 hours per month, for a one year contract with two additional renewable one year terms.

PARK CITY MUNICIPAL CORPORATION CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into in duplicate this _____ day of May, 2002, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and LEE & SMITH, P.C., having a street address of 1101 30th Street, N.W., Suite 200, Washington, DC 20007 ("Consultant").

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, Consultant represents that Consultant 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.

Consultant 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 Consultant responsibilities throughout this Agreement and as set forth in the Scope of Services attached hereto and incorporated herein as Exhibit A. The total fee for consulting services pursuant to this Agreement shall be **Seventy Two Thousand Dollars ($72,000)**, with an additional Five Thousand Dollar ($5,000) annual expense retainer, as set forth in the Compensation Schedule, attached hereto and incorporated herein as Exhibit B.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall automatically renew for two successive one (1) year terms, unless either party serves written notice of termination. Such notice shall be delivered pursuant to the terms of Para 17 below and shall be delivered no later than 30 days before the expiration of the one year term.

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. For all additional consulting services the City requires, the City shall pay Consultant for work performed under this Agreement according to the Compensation Schedule attached hereto as Exhibit B.

D. Consultant shall submit to the Assistant City Manager or his designee on forms approved by the Assistant City Manager, an invoice for services rendered during the pay period. The City shall make payment to Consultant 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. Consultant reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

A. Consultant, 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. Consultant 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 Consultant's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent Consultant/City relationship will be created by this Agreement. No agent, employee, or representative of Consultant shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of Consultant are not entitled to any of the benefits the City provides for its employees. Consultant 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 Consultant 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>CONSULTANT EMPLOYEE/AGENTS</u>.

The parties to this Agreement hereby acknowledge and agree that Consulting Services performed by Consultant pursuant to this Agreement shall be performed primarily by Mr. James C. Barker, who may at all times seek and rely upon the advice and counsel of David B. Lee, C. William Smith, and other members of Lee & Smith, P.C.

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

A. Consultant 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 Consultant'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 Consultant; and provided further, that nothing herein shall require Consultant 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. Consultant expressly agrees that the indemnification provided herein constitutes the Consultant'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 Consultant claims or recovers compensation from the City for a loss or injury that Consultant 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. PROFESSIONAL PERFORMANCE.

Consultant agrees to perform the work under this contract to the satisfaction of City. Payment by City of invoices submitted by Consultant shall signify that Consultant has performed, to City's satisfaction, the work for which the charges were made.

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 Consultant pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

A. Consultant, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

11. <u>NONDISCRIMINATION</u>.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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. Consultant 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. Consultant shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. Consultant 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 Consultant not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

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

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

13. <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. Consultant 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. Consultant shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. Consultant 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. CONFLICT OF INTEREST.

Consultant covenants that he currently has no interest, and shall not acquire any interest, which would conflict in any way with the performance of this agreement. No member, officer or employee of City or of a local or state public body during his tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof.

16. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by Consultant 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 additional work 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.

17. 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. Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Consultant shall promptly submit a termination claim to the City. If Consultant has any property in its possession belonging to the City, Consultant will account for the same, and dispose of it in a manner directed by the City.

B. If Consultant fails to perform in the manner called for in this Agreement, or if Consultant 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. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which Consultant is in default. Consultant will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

18. 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.

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

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

EXHIBIT A

SCOPE OF SERVICES

The overall objective of this consulting services Agreement is for Consultant to secure federal funding for Park City Municipal Corporation in order to develop water resources, waste water resources, housing resources, and transportation resources. Consultant will represent Park City's interests in Washington, DC. Such representation shall include, but is not limited to the following:

1. Develop a comprehensive legislative and/or administrative strategy to obtain federal authorizations and federal appropriations;
2. Coordinate, direct, and implement legislative actions;
3. Prepare draft legislation, report language, and/or Congressional testimony as may be required;
4. Represent Park City in meetings with federal officials;

5. Assist with the federal regulatory process;
6. Develop relationships in Washington, DC which are beneficial to Park City's interests; and
7. As desired by Park City, assist in Utah state and local government activities.

EXHIBIT B

COMPENSATION SCHEDULE

Total Fee: The Total Fee for consulting services pursuant to this Agreement shall be Seventy Two Thousand Dollars ($72,000). In addition to this fee, Five Thousand Dollar ($5,000) will be held for expenses. The Total Fee shall represent compensation in full for Consulting Services up to and including thirty (30) hours per month, not including expenses.

Invoice/Payment Schedule: The Total Fee shall be divided into twelve (12) equal monthly installments to be invoiced and paid as set forth in Paragraph 3 of this Agreement.

Additional Work: For all Consulting Services performed by Consultant pursuant to this Agreement in excess of thirty (30) hours for any monthly payment period, City shall compensate Consultant at a rate of Two Hundred Seventy Five Dollars Per Hour ($275.00/hour).

RESOLUTION PROCLAIMING MAY 11, 2002 AS PARK CITY ARBOR DAY

WHEREAS, Park City is vitally interested in maintaining its natural tree resources and other significant flora ; and

WHEREAS, Park City is further interested in planting trees and other significant flora so that the present generation can leave an even more lush and healthy environment to future generations than presently exists; and

WHEREAS, Park City recognizes the importance of educating and involving our citizens in the care, planting and nurturing of our arbor resources; and

WHEREAS, Park City has been named a **Tree City USA** by The National Arbor Day Foundation in cooperation with the National Association of State Foresters and the USDA Forest Service;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Park City, Utah proclaim May 11, 2002 as:

PARK CITY ARBOR DAY.

PASSED AND ADOPTED this 9th day of May, 2002.

RESOLUTION PROCLAIMING MAY 19 - 25, 2002
AS NATIONAL PUBLIC WORKS WEEK IN PARK CITY, UTAH

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, streets, and public buildings; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

NOW THEREFORE, BE IF RESOLVED that the Mayor and City Council hereby do proclaim the week of May 19-25, 2002 as National Public Works Week in the City of Park City, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

PASSED AND ADOPTED this 9 day of May 2002.

DATE: May 9, 2002

DEPARTMENT: Parks Department

AUTHOR: Pace Erickson/ Troy Dayley

TITLE: Approve Cemetery Fence Replacement

TYPE OF ITEM: Contract Approval

SUMMARY RECOMMENDATIONS: Approve entering into a contract with Mountain States Fence Company for replacing the Cemetery fence and entrance gates. Amount not to exceed $120,444.46

DESCRIPTION:

A. Topic:

Replace existing Cemetery fence with a comparable fence that mimics the existing fence using an industrial strength powder coated aluminum in lieu of iron. Staff recommends replacing the existing ornamental fence first, with an alternate of expanding a new fence along the north boundary.

B. Background: In 1981 the existing iron fence was installed. In 1990, the Parks Department looked to a metals expert for the most current technology available to preserve the cemetery fence. Their findings proved the fence deteriorating was from salt exposure. At that time we started a maintenance program using epoxy base paint to prolong its expected lifespan. The fence has now corroded to a point that it is not maintainable and has become an increasing hazzard. Staff has researched the life span comparing aluminum with iron and has found aluminum to be a superior product in highly corrosive areas. The proposed fencing will have removable panels to aid in repair and maintenance including a life time warranty on the finish.

C. Analysis: Staff posted a request for proposals on April 10, 2002. We received five (5) proposals, they are:

Contractor		Fence Replacement	Expansion
		Total	Atkinson Welding
			$201,884.84
			Not included in bid
Current Creek Metals	$152,657.18	$46,322.15	$198,979.33
R&L Incorporated	$129,306.00	$45,571.05	$174,877.05
Custom Fence	$113,460.00	$57,329.65	$170,789.65
Mountain States Fence	$ 82,967.16	$37,477.30	$120,444.46

The criteria used in this recommendation are:

4. Prior experience installing ornamental fencing that were equal or comparable to this installation.
5. Prior experience with aluminum fencing.
6. Prior experience in working around pedestrian traffic.
7. References and letters of recommendation. Bid a list of not less than five (5) equal or comparable installations completed within the last three years; one of which must be for remodel type installation where removal techniques were used.
8. Overall price
9. Unit price
10. The demonstration of professional experience of the contractor, including any prior experience with the City.
11. The demonstration of financial responsibility and business viability of the contractor.
9. Past customer service history.

Staff has reviewed all of the proposals. As a result, Staff feels that Mountain States Fence has successfully fulfilled the criteria laid out in the request for proposals and has a proven willingness to cooperate and fulfill the City's requirements.

D. <u>Department Review</u>: The Parks, Planning, and Legal Department's have reviewed this proposal and it complies with all guidelines included in the Park City Historic District.

<u>ALTERNATIVES</u>:

A. <u>Approve the Request</u>: Approve staff's recommendation and enter into a contract with Mountain States Fence for $120,444.46 This would include the North expansion.

B. <u>Deny the Request</u>: Re-bid the fence contract using alternative materials and methods.

C. <u>Continue the Item</u>: Modify the scope of work to reduce the project cost. (Replace only the existing fence at a cost of $82,967.16.)

D. <u>Do Nothing</u>: Try to repair the damage by patching the worst areas and sand blast the remaining fence. Re-paint the fence and see how ling it lasts. Ultimately, this option will only delay the full cost of replacement and may be as much as a new fence using aluminum.

<u>SIGNIFICANT IMPACTS</u>:
We currently have $150,000.00 for replacement in a Capital Improvement fund.

<u>CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION</u>:
If something is not done soon we risk further deterioration and possible failure of the existing fence. Many areas of the fence have deteriorated to a point where sharp edges are exposed and constitutes a public safety hazard.

<u>RECOMMENDATION</u>: Staff recommends entering into an agreement with Mountain States Fence including expanding the ornamental fence along the north side not to exceed $120,444.46.

DATE: May 9, 2002
DEPARTMENT: Public Works
AUTHOR: Jerry Gibbs
TITLE: JSSD Waterline Interconnect
TYPE OF ITEM: Contract Authorization

SUMMARY RECOMMENDATIONS: **Authorize staff to award a contract to the lowest responsible bidder to construct a 10" interconnect waterline between the Jordannelle Special Service District and the Park City Water System.**

DESCRIPTION:

A. Topic: Award of Contract

B. Background: The City Council authorized a five-year surplus water agreement between Jordannelle Special Service District (JSSD) and Park City on November 8, 2001. The agreement was executed on January 4, 2002. The agreement requires Park City to take at least 100 ac-ft on a take or pay basis and up to 500 acre feet (ac-ft) of water at 1000 gallons per minute (g.p.m.) between July and September. The actual contract was reduced to 200 ac-ft based on our proposed needs for this summer. The contact price is $1,000 per ac-ft. JSSD is required to file for and get approval to divert water from their system to Park City. Park City is required to design and construct the interconnect waterline.

A temporary application has been filed and advertised with the State Engineer's office. No protests were filed within the prescribed time period. A protest from Utah Water (Utah Water owns water rights in the Ontario Drain Tunnel) was received a day after the closing of the advertise period. The State Engineer has not yet issued a formal approval.

Stantec has been retained by the City to design the waterline and help in the bid effort. Required pre-bid meetings were held on April 30 and May 6. Approximately eight contractors are interested in providing bids.

Park City is required to notify JSSD prior to May 1 of its intent to take water in addition to the 100 ac-ft minimum. The request for 2002 is for 200 ac-ft.

C. Analysis: Bids will be received by the City on May 7 at 3:00 P.M. at Public Works. The estimated cost is $200,000. The project construction time frame is 30 to 45 days depending on the delivery of material. A summary of the bids and a recommendation will be provided to the city council on Thursday.

D. Department Review: The City Manager, Public Works Director, Water Department, and the Deputy City Attorney have been involved in the review.

ALTERNATIVES:

A. Award the contract to the lowest responsible bidder and authorize staff to enter into an agreement to construct a 10' waterline and appurtenances to connect the JSSD and the Park City water systems. This is the staff recommended alternative

B. Award the contract to the another responsible bidder and authorize staff to enter into an agreement to construct a 10' waterline and appurtenances to connect the JSSD and the Park City water systems.

C. Continue the award of contract to a future City Council meeting.

D. Reject all bids and re-bid the project.

E. Reject all bids and delay the project.

SIGNIFICANT IMPACTS: The connection would provide a supply of water to meet our needs until another source becomes available. Park City's peak demand occurs in July. Production from current Park City sources could be reduced this summer as a result of recommendations to operate wells alternately. The connection should be made and in operation by July 1.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Alternatives C does not provide the contractor adequate time to sign the contracts, order materials and construct the project by July 1. Alternatives D and E will not provide a connection this year. The city will be obligated to pay to JSSD $200,000 for water reserved this year and $100,000 for the next four years. (Assumes JSSD will receive State Engineer approval.)

RECOMMENDATION: Authorize staff to award a contract to the lowest responsible bidder to construct a 10" interconnect waterline between the Jordannelle Special Service District and the Park City Water System.