PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 20, 2000

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, April 20, 2000.

2:00 p.m. **Transit Center Ground Breaking - Flag Pole Lot**
Reception - Marsac Building - Lower Level

Work Session - City Council Chambers - Lower Level

4:15 p.m. Council questions and comments
4:30 p.m. Bonanza Drive intersection improvements
5:00 p.m. Review of regular meeting
- Film series assignment
- Art for transit center
- Bus purchases
- Other meeting questions/comments

5:45 p.m. Break

Regular Meeting - City Council Chambers - Lower Level

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

Award for best recreation department for a population under 10,000

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF MARCH 30, 2000

V PUBLIC HEARING

Ordinance approving an amendment to the Park City Survey to combine all of one lot and a portion of another into one lot of record at 317 Main Street, Lot 4 and Part of Lot 4, Block 11 of the Park City Survey, Park City, Utah

VI CONSENT AGENDA

1. Ordinance approving an amendment to the Park City Survey to combine all of one lot and a portion of another into one lot of record at 317 Main Street, Lot 4 and Part of Lot 4, Block 11 of the Park City Survey, Park City, Utah

2. Ordinance approving the 1887 Gold Dust Lane Plaza condominium conversation located at 1887 Gold Dust Lane, Park City, Utah

3. Extension for approval of the subdivision to combine Lot 1, Block 56 of the Snyder's Addition to the Park City Survey and one metes and bounds parcel into one platted lot located at 1102 Park Avenue, Park City, Utah

4. Assignment of film series lease from Park City Arts Council to Park City Film Series

VII NEW BUSINESS

1. Authorization for the Mayor to execute three contracts for art for the Old Town Transit Center in an amount of $104,250

2. Award of contract to Gillig Corporation for the purchase of three 35' buses in the amount of $732,273

VIII ADJOURNMENT

Posted: 4/17/00
See parkcity2002.org

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
APRIL 20, 2000

Present: **Mayor Brad Olch; Council members Peg Bodell, Candace Erickson, Roger Harlan, Shauna Kerr; and Fred Jones**

Toby Ross, City Manager; Mark Harrington, City Attorney; Jerry Gibbs, Public Works Director; John Lind, Water and Streets Superintendent; Tom Bakaly, Director of Capital Management and Budget

Bill Baranowski, Sear-Brown Group

1. **Council questions and comments.** The Mayor relayed that he received comments from staff about the difficulty in hearing and seeing presentations because of the new seating arrangement for work sessions. The City Recorder added that it is a challenge for recording meetings. The Mayor suggested that the Council move back to the dias, reassess the location issue and pointed out the substantial investment in the A/V equipment. Peg Bodell recognized that this may not be popular with the staff but expressed that the work session seating was an effort to make the public feel more comfortable and welcome and to discourage an elitist perception of the Council by the public. The Mayor discussed having a camera for people speaking at the podium so the audience could see speakers.

Fred Jones requested an update on the McPolin Farm project initiated last year. Because yard waste will not be hauled by BFI unless people pay for another container, Fred Jones suggested a pilot program to deposit clippings, etc. at the old sewer plant site rather than sending waste to the dump. The cost should be estimated and determined whether or not the program could pay for itself. It was explained that the site is used for City projects and there may not be enough room for this program. Roger Harlan added that Mr. Jones' comments are very timely as people find that one container may not be adequate for yard waste, and recalled that BFI didn't comment on this concern in January. Jerry Gibbs explained that this service was not part of the bid. Fred Jones felt that this needs to be addressed and perhaps jointly with the County. John Lind described the clean-up program which will be conducted May 6 through May 21, where dumpsters are located in various neighborhoods. On another subject, Mr. Jones continued that if the Miners Hospital is not committed to SLOC, that it may be a good facility to entertain other venue city officials.

Peg Bodell reported on the Olympic Celebration Steering Committee meeting and complimented Frank Bell's presentation. She felt the group is very dedicated and enthusiastic and invited everyone to the meeting on Wednesday. The session on signs by David Raphael was very informative; there are ways to direct people to react other than using signs. We have too many signs; less is better and it will be beneficial to have a pedestrian plan in place. There was discussion about swapping out trash containers. She emphasized that she has not received any calls about the transit

center. The Mayor disclosed that he received one irate call about the impacts of the construction on parking and speeding on Park Avenue. Ms. Bodell insisted that a stop sign at Park Avenue and Heber Avenue would discourage traffic up Park Avenue and urged consideration of this option. Ms. Erickson noted that she also received a complaint about speeding on Park Avenue and was pleased that the planters have been installed. Ms. Bodell asked if the interactive e-mail system is working on the City's website and requested a report on the number of hits.

Candace Erickson reported a complaint about the poor condition of the City-owned Offret property on Park Avenue and Shauna Kerr added that Habitat for Humanity has also been asking about renovation possibilities. The Mayor recalled that the cost of bringing the house up to code was not worthwhile and Ms. Erickson relayed that they estimated $85,000 which may be better spent on more units. Tom Bakaly explained that last year, Council decided to tear down the office building but not the house. The estimates were high and staff is planning to come back to Council regarding this and other properties, including the Pechnik house and Watts house. Ms. Bodell asked if the Watts garage can be used for the transit center art project and it was explained that it may not be habitable. Ms. Erickson continued that she attended the School Board meeting where maintenance of fields was discussed. Roger Harlan commented on the success of the Friends of the Library luncheon and urged Council members to attend a County meeting on ice next week. The Youth Advisory Committee will be recommending grants to Council in an upcoming meeting. He added that he has met with the pastors of various congregations regarding preparation and participation in the Olympics. Ms. Kerr urged the public to vote in the June 27 primary. There was discussion about the Council meeting next week and a public meeting hosted by COSAC on open space on Tuesday. Ms. Bodell pointed out that the mobile clinic is being charged for the use of the recreation building and that fee should be waived.

2. Bonanza Drive intersection improvements. Mr. Lind noted that staff presented a plan last fall and then neighborhood meetings were held with Fireside residents and the commercial area owners. Through illustration of a rendering, Mr. Lind discussed the relocation of the pedestrian crossing which is contemplated to be safer for children. Bill Baranowski of Sear-Brown explained that a study was conducted at both crossings and it became evident that there is a problem with speeding and visibility at night. He suggested stripping a left hand turn lane into the car wash which would narrow the travel lanes and slow down speeds. Because the painted cross-walk will not be as visible to the driver as it is to the pedestrian, it is suggested to install an elevated table which is 25 feet in length with imprinted asphalt. A LED lighting system installed in the pavement would add to the visual awareness of drivers. Mr. Lind explained that the lights would not be automatic, as previously suggested, but activated by the pedestrian at a bollard. Mr. Lind felt that the project may take three days if done during the day, or one night. Candace Erickson expressed concerns that the LED system has not been tested in this climate and Mr. Lind responded that the table has been lengthened and the LED components will be encapsulated under the road. There was discussion about this system being installed in Reno and Truckee. There were concerns expressed from Council about proper installation and Mr. Baranowski explained that it is contemplated that a signal

contractor would be hired for this project. Mr. Lind urged Council for direction as components would have to be ordered soon.

Peg Bodell stated that she can not support the LED system because it hasn't been thoroughly tested and is reluctant to spend $27,000. The City hasn't tried just painting the cross-walk or other options and felt LED is over-kill. John Lind understood Ms. Bodell's concerns and added that he supports the lighting system particularly after observing the school children in the area. Ms. Bodell agreed with the relocation of the intersection and reiterated that there are other things that can be done to slow traffic other than the LED system which is inappropriate and unnecessary. Fred Jones felt that the table idea makes a lot of sense but is very leery of the embedded lights because they may not be reliable. He suggested traditional flashing lights on a street pole to get people's attention. Ms. Bodell recalled Ms. Kerr suggesting that a flashing light be attached to the pedestrian sign. Candace Erickson supported the new location of the cross-walk as it will make more sense to pedestrians. Mr. Baranowski agreed with Ms. Bodell that other options could be effective. Roger Harlan interjected that we are making an assumption that the flashing lights on the pedestrian sign will be more effective than the pedestrian sign itself. There was discussion about the success of LED systems in reducing accidents and their performance in wet weather. Fred Jones indicated that salt adds to the problem of moisture. Candace Erickson expressed that she is apprehensive about the LED system and Ms. Kerr believed that activating a flashing light at the crossing at night may be adequate. The signage really helps during the day. Peg Bodell pointed out that this situation is different than the current location as there is more street lighting.

Ms. Kerr suggested that the conduit be installed in the event the LED mechanism is desired in the future. Mr. Lind believed the scope of the project to be a raised table and flashing lights on the bollards. Mr. Baranowski again explained the narrowing of the travel lanes and the shoulder work. The Mayor summarized the consensus to relocate the cross-walk, raise the table, install conduit, add activated flashing lights at the intersection but not the LED system. Because of delays caused by the round-about construction, Mr. Harlan suggested that the project be expedited during the night. Mr. Lind noted that aspects of the project could be consolidated and Jerry Gibbs pointed out that using concrete will expand the length of the project. Fred Jones agreed with Mr. Harlan as long as a night project doesn't increase the cost significantly. The Council agreed.

2. Review of regular meeting:

Film series assignment. Mark Harrington expressed that the initial 1994 and 1995 leases were controversial and complicated because of pay-back provisions and revenue sharing based on other tenants and users of the facility. This was very difficult for staff to administer and to interpret. The lease was simplified in 1996 to deal with the series as a fund revenue source which has worked well. There has been some confusion on programming as the facility was approved as a conditional use permit, outlining restrictions on theater use and this has been clarified in the proposed lease assignment. The Park City Film Series is a separate non-profit organization from the

Park City Arts Council. The base rent increased but the overall rent will probably be less than last year because of the number of showings. The City Attorney continued that staff chose a middle ground and reverted to the $100 per screening. The proposed lease does not have a built-in lease increase in consideration of the new $40,000 DVD equipment dedicated by the City. Ms. Kerr suggested that the language requiring screening approvals be clarified and Mr. Harrington agreed.

Art for transit center. Tom Bakaly explained that there are three contracts for art at the transit center. There is an interior art wall, plaza area on the south side of the building, and an art component on the walkway from Swede Alley to Main Street. Staff is also requesting direction for design review. See regular meeting minutes.

Prepared by Janet M. Scott

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 20, 2000

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, April 20, 2000. Members in attendance were Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Shauna Kerr. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Kathy Kelly, Recreation Services Manager; Tom Bakaly, Director of Capital Management and Budget; and Kent Cashel, Interim Transportation Director.

II PUBLIC INPUT

Defining open space - Conserving Our Open Lands (COOL) - Cheryl Fox, member of COOL and the Summit County branch of Utah Open Lands, stated she is here with Bob Richer of COSAC and Stewart Rogers from the Swaner Nature Preserve. These groups have come together to define what open space is and have met with the Park City Planning Commission, Snyderville Basin Planning Commission and Summit County Commissioners. There are different ideas what open is; some people think of a golf course or ski runs as open space but others believe that nothing but undisturbed sage brush is open space. She explained that when there are discrepancies, problems occur and sometimes there is a breach of the public's trust, for instance when back yards or driveways are considered open space in a project. The group began with the state's definition of open space with four designations. Bob Richer added that the group felt that *open space* is now a nebulous term and their objective for western Summit County is to discuss open space in the context of the definitions they have submitted. For instance, the McPolin Farm would be categorized as *green space* while a golf course would be *recreational space*. Confusion on the part of citizens or developers lead to diminished expectations, which prompted them to create these definitions. He added that the group spent a lot of time on these definitions and there was a lot of give and take from all of the open space groups in the community to reach consensus.

Ms. Fox stated that their hope is that the definitions be incorporated in the General Plan and the amendments in the Land Management Code and they are working with Pat Putt. Roger Harlan relayed that Snyderville Basin Planning Commissioner Max Greenhalgh is very supportive and it would be beneficial to have definitions codified. Bob Richer emphasized that the group attempted to stay apolitical on this project and it is the job of the City and the County boards to weigh those definitions as they apply to projects. It is important to have all of the parties in western Summit County using the same terminology. Peg Bodell asked if this will be a state-wide effort and Ms. Fox indicated that they are just starting here. In the long-term they will take their proposal to eastern Summit County. Ms. Bodell commented on her appreciation of their work and asked if there

is an educational element for the community. Bob Richer announced that COSAC is hosting a community open house on April 25 at Miners Hospital to solicit public comment on the definitions. He distributed an invitation and a brochure recently produced by the open space organizations. These various organizations have worked well together and Mr. Richer emphasized that the brochure was produced by private donations. Peg Bodell and Stewart Rogers discussed their involvement with the Utah Society for Environmental Education on outreach programs. Bob Richer indicated that the next step is to solicit public debate and discussion about incorporation of definitions into codes.

Mr. Richer circulated a request concerning a memorial to Don Griffin by naming a trail after him. He hoped this is in process. Toby Ross believed that the new Council would review a policy on this. Hearing no further comments, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

1. Award for best recreation department for a population under 10,000 - Kathy Kelly introduced Steve Carpenter, Executive Director; Viola Kenny, President, and Wayne Oberg, past-President of Utah Recreation and Parks Association (URPA). Mr. Carpenter explained that in the past, the Association has given these awards without a formal public presentation. URPA represents small and large communities, all levels of government, and the private sector. It is a non-profit association and Ms. Kelly has done a wonderful job serving as a regional representative. Mr. Kenny stated that it is an honor to present this award and Mr. Oberg recalled when residents would come to Salt Lake for recreation because it didn't exist in Park City. The Department is a testament and tribute to Park City because it is a measure of its commitment. URPA honors three different categories of cities and Park City is in Category 1 for small communities. The outstanding department award encourages and recognizes excellence in the promotion and provision of facilities and/or programs in the field of parks and/or recreation. Mr. Oberg commented that Park City was recognized last month at its annual conference and City staff offered video services for the award presentation. Mr. Oberg also felt that the City recreation staff met their mission statement.

2. Eric's backhoe report - Eric DeHaan reported on the $15 million single point urban interchange project at Kimball Junction which will take at least a year to complete. The contract contemplates closures for the Arts Festival and other scheduled Deer Valley events. I-80 will be closed during certain portions of the construction but will occur only from 10 p.m. to 6 a.m. There will also be occasional ramp closures but there will be notice before those occur. Mr. DeHaan described the pedestrian portion of the project. Silver Creek Junction is also under construction and SR248 is scheduled for paving next week.

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF MARCH 30, 2000

Hearing no omissions or corrections, the Mayor requested a motion to approve. Candy Erickson, "I so move". Fred Jones seconded. Roger Harlan disclosed that he will abstain as

he was not in attendance. Motion carried.

Peg Bodell	Aye
Roger Harlan	Abstention
Candace Erickson	Aye
Fred Jones	Aye
Shauna Kerr	Aye

V PUBLIC HEARING

Ordinance approving an amendment to the Park City Survey to combine all of one lot and a portion of another into one lot of record at 317 Main Street, Lot 4 and Part of Lot 4, Block 11 of the Park City Survey, Park City, Utah - See staff report. Ray Milliner noted, *"The Planning Commission seemed to like it"*. With that compelling statement; there were no comments or questions from the Council or the public and the public hearing was closed.

VI CONSENT AGENDA

The Mayor requested a motion to approve. Peg Bodell, "I move approval". Roger Harlan seconded. Motion carried unanimously.

1. Ordinance approving an amendment to the Park City Survey to combine all of one lot and a portion of another into one lot of record at 317 Main Street, Lot 4 and Part of Lot 4, Block 11 of the Park City Survey, Park City, Utah - See staff report.

2. Ordinance approving the 1887 Gold Dust Lane Plaza condominium conversation located at 1887 Gold Dust Lane, Park City, Utah - See staff report.

3. Extension for approval of the subdivision to combine Lot 1, Block 56 of the Snyder's Addition to the Park City Survey and one metes and bounds parcel into one platted lot located at 1102 Park Avenue, Park City, Utah - See staff report.

4. Assignment of film series lease from Park City Arts Council to Park City Film Series - See work session comments and staff report.

VII NEW BUSINESS

1. Authorization for the Mayor to execute three contracts for art for the Old Town Transit Center in an amount of $104,250 - Tom Bakaly displayed the site plan for the transit center. An art wall is proposed in the building, art in the south plaza, and a project in the walkway. Staff is requesting approval of the three contracts as well as direction regarding design review of the art.

There was a comprehensive selection process and three artists were recommended by the eight member committee, composed of artists and the architect. He presented conceptual illustrations including the art wall by Marianne Cone. The second project is less defined but includes seven different sculptures the Muses. Mr. Bakaly emphasized that all outdoor art will require a review by the Historic District Commission and the design review committee, if appointed by Council. The third art contract is for a sculpture of a bear on a bench in the walkway between Main Street and Swede Alley. The combined cost of all three contracts is $104,000 and currently the budget with the Federal Transit Administration is $100,000. Staff is in the process of revising the grant to request an increase and believe that the FTA will be receptive, as it is well within its 1% parameter for the project.

Mr. Bakaly urged Council to approve the three contracts and formally appoint the design review committee. The Council agreed on appointment of the review committee. Ms. Erickson expressed concern about eight different artists involved in the same project. Ms. Bodell agreed that it is a challenge but very doable. These eight sculptors have worked on public art for a long time and are renowned. Peg Bodell briefly described this project and explained that the art in public places committee formulated criteria and guidelines which the design review committee will follow. Tom Bakaly explained that the selection committee felt that the art wall is a historic feature, the walkway piece interactive, and the plaza sculptures abstract. With no further comments or questions, the Mayor requested a motion to approve the three contracts and to appoint the design review committee to oversee the project. Fred Jones, "I so move". Roger Harlan seconded. Motion carried unanimously.

2. Award of contract to Gillig Corporation for the purchase of three 35' buses in the amount of $732,273 - Fred Jones indicated that he has spoken with the Interim Transportation Director and understands that the City should move forward with this purchase, but urged staff to consider vehicles that use alternative energy and perhaps arrange for a demonstration vehicle. He also suggested looking at more *skier-friendly* buses and described the efficiency of the low-floor tram-like buses in Europe. He acknowledged that there may not be a U.S. manufacturer but it would be worthwhile to research. In response to a question from Council member Kerr about the poor response to the bid, Mr. Cashel explained that eight companies requested bid packages but only one submitted a bid. Upon investigation, staff found that currently the FTA is allocating so much money into bus procurement that manufacturers are incredibly busy and selective. The Mayor suggested that other ski communities may be interested in the European style bus and ordering could be a joint effort. Mr. Cashel pointed out that there are stringent restrictions associated with federal funding and a certain percentage of the vehicle has to be manufactured and assembled in the States, however, there may be European manufacturers who could meet that criteria.

Roger Harlan was pleased that the buses are being ordered early enough to provide adequate time for design work for the wrap. Peg Bodell stated that she is in favor of smaller buses and acquiring two more 35 foot buses doesn't accomplish diversifying the fleet. Understanding the

time line, she still preferred the 32 foot buses, as few seats would be lost and the smaller buses would be easier to maneuver on more routes. Mr. Cashel explained that the fleet carries 1.2 million passengers a year and a bus travels roughly 400,000 miles per year. This type of use requires a heavy duty transit rated bus, which is only available in the 30 to 40 foot range. Staff feels that the 35 foot bus fits well within that range, and more importantly provides the seating capacity. These buses will seat and stand 65 passengers and often the buses are running at or over capacity and the intent is to scale for the peak hours during the winter between 8 a.m. and 10 a.m. and 3 p.m. and 6 p.m. Smaller buses decrease seats and the City is already supplementing routes with on-demand buses when additional capacity is needed. Mr. Cashel continued that the fleet has specialized 54" wide doors in the back of the vehicle for access for two people, and if the bus is shortened, it becomes difficult to accommodate the door. The City has 14 years experience of running this size vehicle and if there is a change in the size of the buses, consideration needs to be given to the ramifications. He emphasized that 35 foot buses were indicated in the FTA and UDOT grants. The City is bound to those specifications; to change the application is a lengthy process and given the fact that these funds lapse in September, the deadline probably could not be met. Ms. Bodell stated that she has never seen anyone load a bus with skis and didn't think that was an issue. The City is already running trippers with the 35 foot bus and procuring another replacement will not change anything. If the City goes with a 32 foot bus, there will still be trippers. Mr. Cashel explained that that is an on-demand system and if the City lowers it ability to carry passengers, there will be increased costs. Ms. Bodell reiterated that the City is doing that already. Mr. Cashel noted that the City is using personnel on site, and if the program is expanded it will be beyond that scope.

Candy Erickson asked what is gained by dropping three feet. Ms. Bodell responded that in talking with drivers and contractors, it makes a difference in maneuverability and where they can travel. Ms. Erickson asked if there is a cost difference. Mr. Cashel responded that the difference in capital and maintenance costs is minimal and added that after his conversation earlier with Ms. Bodell, he polled drivers about the turning radius. Drivers mentioned that there is some improvement in maneuverability, but it is not greatly enhanced. In response to a question from Ms. Erickson regarding where a 30 foot bus could go where a 35 foot could not, Mr. Cashel could not identify an area, as both are large buses. Both sizes will still look empty in non-peak periods, which will still be an issue.

Roger Harlan, "I move that we award a contract to Gillig Corporation for the purchase of three 35 foot buses in the amount of $732,273". Fred Jones seconded. Motion carried.

Peg Bodell	Nay
Roger Harlan	Aye
Candace Erickson	Aye
Fred Jones	Aye
Shauna Kerr	Aye

VIII ADJOURNMENT

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

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

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

DATE:	April 20, 2000
DEPARTMENT:	Public Works
AUTHOR:	John Lind
	Jerry W. Gibbs, P.E.
TITLE:	Bonanza Drive Pedestrian Crossing
TYPE OF ITEM:	Work Session/Informational

SUMMARY RECOMMENDATIONS: **Authorize staff to enter into contracts for asphalt, slurry, striping, purchasing of the LED lighting system and electrical installation of the LED lighting system and proceed with the construction and installation of crosswalk improvements in a total amount not to exceed $45,000 in forms to be approved by the City Attorney.**

DESCRIPTION:

A. Topic: The Bonanza Drive Pedestrian Crossing.

B. Background: The proposed Bonanza Drive Pedestrian Crossing is located on Bonanza Drive between Munchkin Road and Iron Horse Drive. Bonanza Drive is one of two arterial streets providing access to Deer Valley and Old Town and carries over 16,000 vehicles per day during peak season. The existing crosswalk is located mid-block with crosswalk warning signs both at the crossing and in advance of the crossing. Over the last few years pedestrians, parents, and near by residents have expressed concerns with the speed of vehicles, traffic volumes, lack of driver awareness, and safety of children and walkers using the crossing.

Leigh, Scott, and Cleary, Inc. (LSC) completed a study in November 1998 to evaluate the existing conditions and assess a range of potential alternatives. Their report identified vehicles speeds for north bound traffic at 31 mph and 37 mph for south bound traffic. The posted speed limit is 25 mph.

The peak hourly traffic occurred at 4:00 p.m. with approximately 1,400 vehicles. Pedestrian and bicycle traffic was fairly constant between 10:30 a.m. and 3:30 p.m. with a combined average of approximately 23 crossings per hour.

The City Council authorized staff to proceed with the design for the crossing on July 15, 1999 and a contract was issued to Sear Brown engineers. A preliminary design was completed

keeping the crossing at the mid-block location. Charlie Wintzer expressed concerns that the crossing may require a median that would deny access into his commercial property. Council asked staff to explore options and meet with area commercial and residential users. The Council authorized staff to complete sidewalks and lighting along the east side of Bonanza Drive.

C. Analysis: Neighborhood meetings were held with representatives from the Iron Horse Condo's, Iron Horse Park Apartments, Fireside Condo's, and Wintzer - Wolfe properties (Charlie and Mary Wintzer), Public Works and Sear Brown. The crosswalk location was unanimously recommended to be at the intersection of Bonanza Drive and Iron Horse, on the north side running east and west.

Sear Brown developed and completed a design plan that addressed the functionality of the crosswalk location, safety issues, striping, access to the Wintzer property and a pedestrian warning light system. The warning light system is located in a raised crosswalk and on advance signs, manually activated. A push button is located on a bollard on either side of the street that activated the lights. The crosswalk will be a raised table with striping Warning lights will be installed in the raised table visible from the north and south bound directions. The striping and advance warning lights will conform to the Federal Manual of Uniform Traffic Construction Devices.

In addition, the bike path that unloads onto Iron Horse forty feet west of the intersection will be moved to the East with an enlarged apron constructed so pedestrian/bike traffic lines up with the intersection.

The recommendations include:

1) Build a table crosswalk 9' wide by 2" high with the overall length 25'. This will have a 1:32 slope.

2) Install an in pavement manually activated LED warning system, required wiring, and advance warning lights.

3) Slurry seal Bonanza Drive and then re-strip according to plan.

Proposed Schedule:

The project is proposed as a maintenance project and equipment purchase from a contracting standpoint. The estimated cost is about $41,500.

Crosswalk: Staff recommends hiring an asphalt firm to build the raised crosswalk. The estimated time is three weeks. Estimated cost is $5,800.

LED manually activated warning system:
This item requires 8 to 10 weeks for delivery. Staff recommends the City purchase the equipment directly from the sole source (only one firm manufactures

LED crosswalk lighting systems) and negotiate with an electrical contractors for installation. The estimated cost is $20,000 for lights and $7,000 for installation.

Slurry seal: Use City pavement slurry seal contractor and include in this years seal activity. Estimate cost is $5,400.

Painting: Use the City's pavement painting contractor to complete the repaint the median area to reflect the crosswalk changes. Estimated cost is $3,300.

The total project is funded in the current Capital Improvement Budget in the amount of $80,000. Planning and engineering ($17,600), sidewalk construction ($15,600), and street light installation ($5,300) have reduced the balance to $41,500. The account number is 31-42119. Additional money is available in the traffic calming account ($50,000 available).

No additional funding is anticipated. Any individual project cost in excess of $20,000 will require Council authorization

D. Department Review: The traffic calming task force made up of members from Community Development, Department of Capital and Budget, Police, and Public Works support this approach. The Legal Department will review any maintenance or service contracts required.

ALTERNATIVES:

A. Authorize staff to complete the project as recommended by Sear Brown and area task force residents. This is the staff recommended alternative. Option A provides staff the ability to control the time schedule and cost.

B. Request staff to formally bid all construction activities required to improve the crosswalk. This would increase the probability that the entire project may be delayed and result in higher cost.

C. Request staff to postpone construction for another construction season. This would allow the project to be bid over the winter and begin construction as soon as weather permits next year.

D. Keep crossing at the mid-block.

SIGNIFICANT IMPACTS: The City Council has expressed an interest in improving the safety of pedestrian and bicycle crossings on Bonanza Drive. Alternative A is the most cost effective and flexible alternative.

The warning light system adds additional cost over traditional cross walk installations. It is a key element required due to inadequate sight distance from the crest of the old railroad crossing and

the crosswalk. The lighting provides advance warning to the motorist. Winter snow plowing and snow accumulation around the lights does not appear to create significant operating issues.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: The anticipated cost for construction likely will be higher if alternative B or C is selected. Alternative D will continue the conflicts between pedestrians and vehicles. Informal pedestrian crossings will continue at the intersection of Iron Horse.

RECOMMENDATION: Authorize staff to enter into contracts for asphalt, slurry, striping, purchasing of the LED lighting system and electrical installation of the LED lighting system and proceed with the construction and installation of crosswalk improvements in a total amount not to exceed $45,000 in forms to be approved by the City Attorney.

PARK CITY
1884

CITY COUNCIL REPORT

DATE: **April 20, 2000**
DEPARTMENT: **Planning Department**
AUTHOR: **Ray Milliner**
TITLE: **317 Main - Plat Amendment**
TYPE OF ITEM: **Legislative**

SUMMARY RECOMMENDATIONS: Conduct a public hearing and approve the proposed combination of portions of Lot 4 and a portion of Lot 5, Block 11, of the Park City Survey into one (1) lot to bring an existing building into conformance.

DESCRIPTION:

A. Topic.

PROJECT STATISTICS

Owners:	F.A.B., Inc. c/o W. Richard Anderson
Location:	317 Main Eating Establishment
Proposal:	Plat amendment
Zoning:	Historic Commercial Business (HCB)
Adjacent Land Uses:	Commercial/Residential

B. Background.

The Eating Establishment Restaurant was constructed in 1971 and is located on lot four and a portion of lot five of Block 11 of the Park City Survey. The applicant has received approval from the Historic District Commission for both interior and exterior modifications to be completed in two phases. Phase I of the project, an interior remodel and the addition of new doors to the south entrance was approved on April 15, 1999. Phase II, a remodel of the exterior facade, is currently under review by the Planning and Building Departments. This work will not change the primary use of the building as a restaurant, rather, it is intended to improve the aesthetic quality, safety, and efficiency of the building.

The proposed plat amendment will combine lots 4 and 5 of Block 11 of the Park City Survey. The applicant has filed this application in order to comply with condition #11 of the Historic District Commission's March 6, 2000 approval which states, "Prior to receiving a building permit, the applicant must complete the plat amendment process combining the two lots upon which the building is constructed into one." On April 12, 2000 the Planning Commission conducted a public hearing and forwarded a positive recommendation of the plat amendment to the City Council.

C. Analysis

This request is to combine portions of two (2) lots to create one (1) parcel to accommodate the existing Eating Establishment restaurant. Staff has evaluated the overall project against the Land Management Code regulations for the HCB District, and determined the proposed lot combination complies as presented with all requisite City codes. All proposed building construction will be contained within the existing footprint of the building.

D. Notice

Notice of this hearing was sent to property owners within 300' on March 27, 2000. No formal comments have been filed at the time of this report.

E. Department Review.

The Community Development Department has reviewed this request. The City Attorney's Office will review the plat prior to recording. The request was discussed at a Staff Review Meeting on March 28, 2000, where representatives from City Staff were in attendance and found it to be in conformance with all current requisite City development codes.

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing and approve the Plat Amendment for 317 Main based on the following Findings of Fact, Conclusions of Law and Conditions of approval;

Findings of Fact:

1. The Planning Commission forwarded a positive recommendation for the subdivision plat to the City Council on April 12, 2000.

2. The property is located in the HCB District.

3. The Eating Establishment Restaurant exists on the site, and was constructed across lot lines.

4. The proposed Plat Amendment will combine 1 lot and part of another into 1 lot to bring the existing building into conformance.

5. The proposed action does not require the applicant to provide additional parking.

6. Several trees exist on the site.

Conclusions of Law:

1. There is good cause for the subdivision plat amendment as it will allow for one platted lot of record.

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

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

Conditions of Approval:

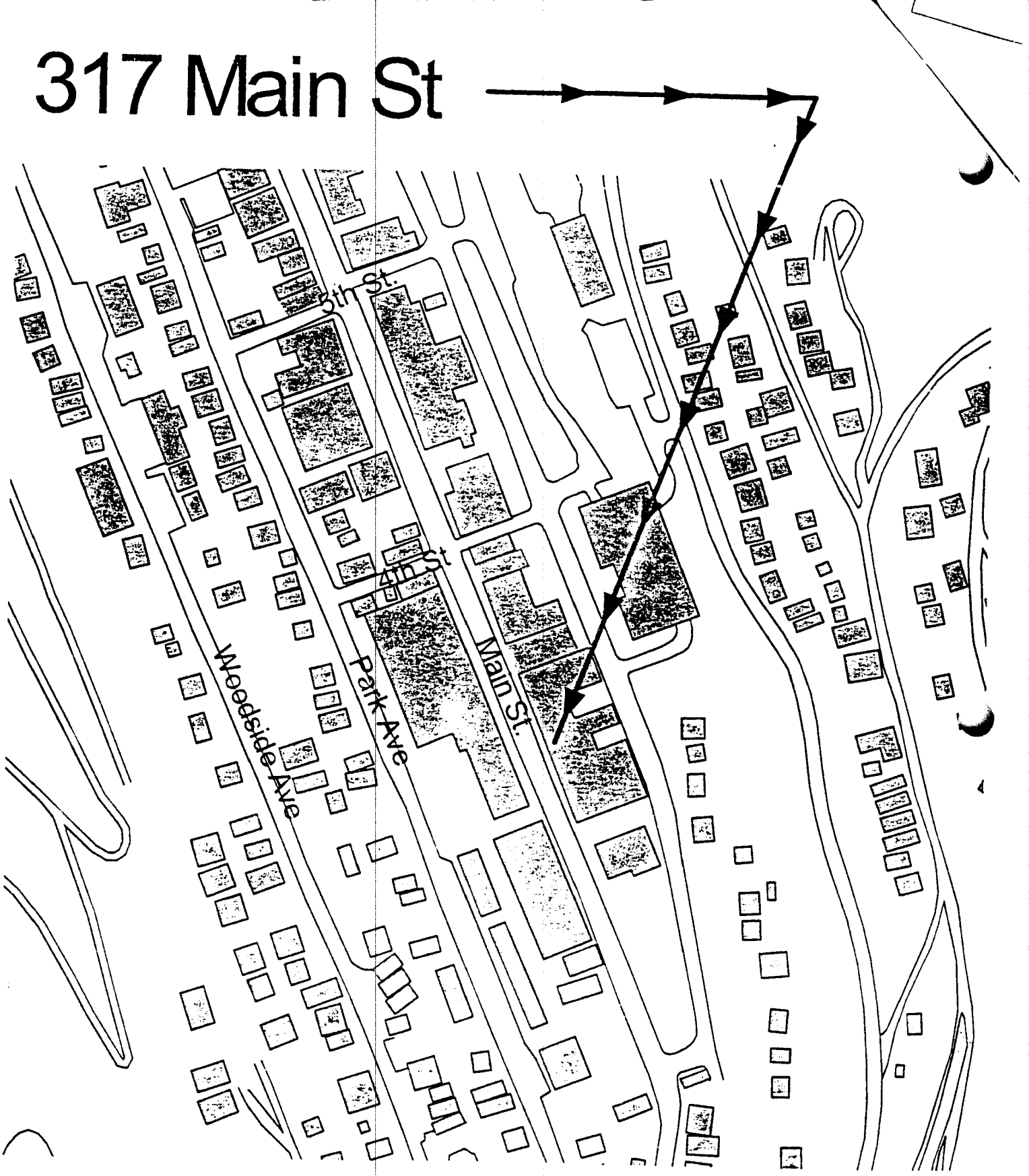
1. City Attorney and City Engineer review and approval of the plat amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recording

2. The trees in front of the building will not be removed.

3. This approval shall expire one year from the date of City Council approval, unless this plat amendment is recorded prior to that date.

EXHIBITS:

Exhibit A - Location Map
Exhibit B - Proposed Plat
Exhibit C - Site Plan



PARK CITY 1884

Exhibit A
Vicinity Map

N

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163831, as prescribed by the laws of the State of Utah, and that by authority of the owner(s), I have prepared this Record of Survey map of 317 MAIN STREET and that the same has been or will be monumented on the ground as shown on this plat.

_____ _____
John Demkowicz Date

BOUNDARY DESCRIPTION

Lot 4 and the South 20 feet of Lot 5, Block 11, Amended Park City Survey, according to the official plat thereof, recorded in the office of the County Recorder of Summit County, Utah.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as the 317 MAIN STREET, do hereby certify that I have caused this Record Of Survey Plat to be prepared, and hereby consent to the recordation of this Plat.

ALSO, the owner or his representative, hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set their hands this _____ day of _____ 2000.

_____
F.B.A. Inc.
by: W. Richard Anderson
President

ACKNOWLEDGEMENT

State of Utah:
County of Summit:

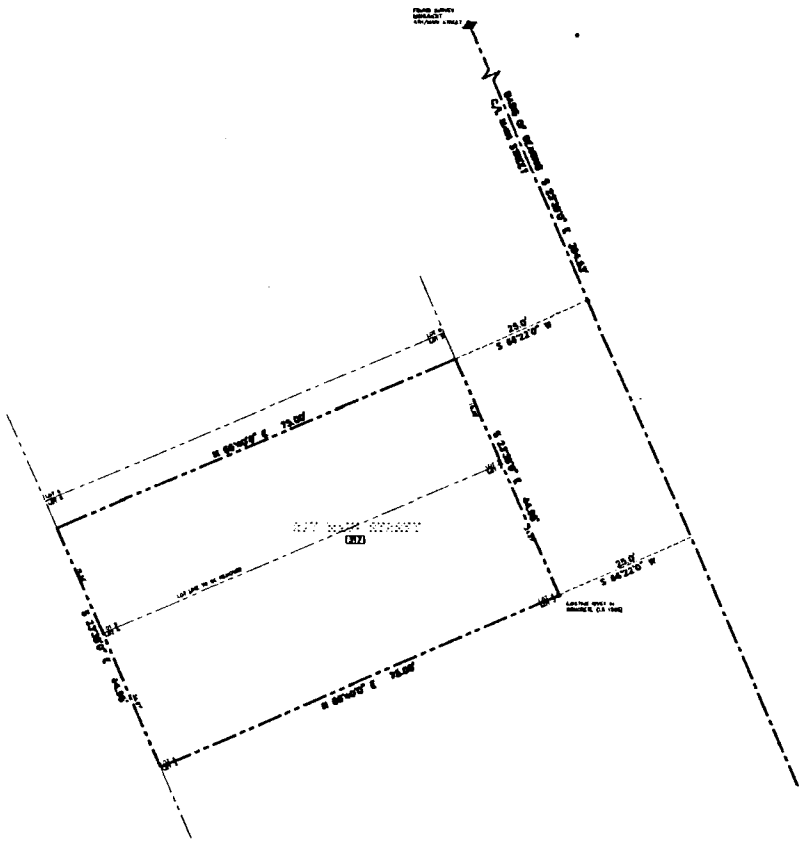
On this _____ day of _____ 2000, W. Richard Anderson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, W. Richard Anderson acknowledged to me that he is President of F.B.A. Inc., and that he signed the above and foregoing Owner's Dedication and Consent to Record on behalf of said F.B.A. Inc., that he has been duly authorized and empowered, and that he executed this document in his capacity as President of said F.B.A. Inc., for the purposes set forth herein.

_____
Notary Public

My commission expires:_____

NOTE

317 Street address on Main Street



RECEIVED
FEB 1 - 2000
PARK CITY
PLANNING DEPT.

RECORD OF SURVEY PLAT
317 MAIN STREET
(A LOT COMBINATION PLAT)

LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

JOB NO.: 7-1-00 FILE: Y:\PCS\SRV\PLAT00\073100

Alliance Engineering Inc.
(435) 649-9467 Phone
(435) 649-9468 Fax
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
333 main Street P.O. Box 2864 Park City, Utah 84060

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2000 A.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____ 2000 A.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2000 A.D.	APPROVED AS TO FORM THIS _____ DAY OF _____ 2000 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2000 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ 2000 A.D.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____
BY _____ S.B.S.I.D.	BY _____ CHAIRMAN	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ PARK CITY RECORDER	BY _____ MAYOR	FEE _____ RECORDER _____

PARK CITY
1884

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for the subdivision plat amendment as it will allow for one platted lot of record.

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

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

SECTION 3. CONDITIONS OF APPROVAL. The proposed subdivision plat attached as Exhibit B is hereby adopted with the following Conditions of Approval:

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

2. The trees in front of the building will not be removed.

3. This approval shall expire one year from the date of City Council approval, unless this plat amendment is recorded prior to that date.

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

PASSED AND ADOPTED this 20th day of March, 2000.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Bradley A. Olch

Attest:

_____
Janet M. Scott, City Recorder

Approved as to form:

_____
Mark D. Harrington, City Attorney

CITY COUNCIL STAFF REPORT

Date: April 20, 2000
Department: Community Development Department
Title: Condominium Conversion at 1887 Gold Dust Lane
Type of Item: Legislative

Summary Recommendations: Conduct a public hearing and adopt the attached Ordinance approving an office building to be condominiumized into eight separate units located at 1887 Gold Dust Lane.

A. Topic

Applicant:	Hans and Sally Fuegi
Location:	1887 Gold Dust Lane
Proposal:	Condominium Conversion
Zoning:	General Commercial (GC)
Adjacent Land uses:	Commercial/Hotel
Project Planner:	Kevin LoPiccolo
Date of Application:	December 30, 1999

B. Background Information

On March 22, 2000, the Planning Commission voted to forward to City Council a positive recommendation to approve an office building to be condominiumized into eight separate units located at 1887 Gold Dust Lane.

The Community Development Director approved an Administrative Lot Line Adjustment in September, 1999. The request was to remove a common lot line separating Lot 17A and 17C in Prospector Square Subdivision. The lot combination allowed the creation of a single lot of record.

The City Council is reviewing a request to allow an office building that is currently under construction to be condominiumized. The building is nearing completion, and the property owner is requesting that the office building be condominiumized into eight separate units.

This request is to formally condominiumize the office building that will enable the owner to sell the units separately.

C. Analysis

The condominium conversion for 1887 Gold Dust Lane is straightforward and staff has no outstanding concerns about this request. Based on the floor plans that have been reviewed and approved by the Community Development Department, the identified units will be for eight tenants.

The City Council must make a determination that:

(1) there is good cause for this condominium plat;

(2) neither the public nor any person will be materially injured by the proposed condominium plat.

D. Department Review

The City's Staff Review Team and City Attorney's Office have reviewed this application and find it to be in conformance with all requisite city development codes. Staff has added conditions for landscaping and repairs, if necessary, of streets and sidewalks due to construction activity at 1887 Gold Dust Lane. The City Attorney's office will review the plat and CC&R's before recordation.

E. Public Input

Property owners within 300 feet of the project were notified on March 7, 2000. The property was properly posted and legally noticed. As of this date of this report, staff has not received any public input concerning this application.

Alternatives:

A. Approve the proposed amendment thereby allowing individual ownership of each unit at 1887 Gold Dust Lane.

B. Deny the condominiumization and retain the current form of ownership.

C. Continue the item and request additional evaluation from staff.

Significant Impacts:

The proposal results in a record of survey plat that allows individual ownership of each unit. Approval of this application will not result in any significant impacts to the surrounding neighborhood.

Consequences of not taking the recommended action:

If the Council denies the condominium conversion as proposed, the property will remain under single ownership.

F. Recommendation

Staff recommends approval of the proposed condominium conversion for the office building located at 1887 Gold Dust Lane, based upon the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact:

1. The property is within the General Commercial Zone.

2. The proposed plat changes the type of ownership of this property to condominium ownership.

3. Both the Park City Land Management Code and the General Plan allow condominium conversions to commercial buildings in the GC zone when all minimum code requirements are met.

4. The office building will have a floor area of 10,670 square feet.

5. Parking requirements for the existing building are satisfied by the existing common parking provided in the Prospector Square development.

6. As part of the approved building plans, the property owner has provided ten on-site parking spaces.

7. The applicant has agreed to the conditions of approval.

Conclusions of Law:

1. There is good cause for this condominium plat.

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

3. The plat is consistent with the Park City Land Management Code and applicable State Law regarding condominiums plats.

Conditions of Approval:

1. The City Attorney and City Engineer's review and approval of the condominium plat, for compliance with the Land Management Code and conditions of approval, is a condition precedent to recording the plat.

2. All standard project conditions shall apply.

3. A financial guarantee in an amount acceptable to the City Engineer for the value of all public improvements to be completed, shall be provided to the City prior to plat

recordation. All public improvements shall be completed according to City Standards and accepted by the City Engineer prior to release of this guarantee.

4. The developer shall repair, if necessary, any adjacent sidewalk or street improvements damaged during the construction of the office building located at 1887 Gold Dust Lane.

5. The developer shall submit a landscape plan to the City's Landscape Architect for review and approval for compliance with the Land Management Code prior to issuance of a Certificate of Occupancy.

6. The final condominium plat shall be recorded at the County within one year from the date of City Council approval. If recordation has not occurred within the one year of City Council's approval, this approval and the plat shall be void.

G. Exhibits:

A. Proposed Condominium plat
B. Location Map
C. Standard Project Conditions
D. Draft Ordinance

M:\CDD\KL\CC00\PLATS\GODU1887.wpd

SURVEYOR'S CERTIFICATE

I, John Dominowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 183831, as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner(s), this Record of Survey map of 1887 GOLD DUST PLAZA CONDOMINIUMS, a Utah Condominium Project in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify the information shown hereon is accurate to the best of my knowledge.

John Dominowicz, LS #183831 _____ Date

BOUNDARY

THE FUEGI REPLAT, A LOT COMBINATION PLAT, according to the official plat of record and on file in the office of the Summit County Recorder, Summit County, Utah. Recorded 12/17/98, as Entry No. 555486

OWNERS DEDICATION AND CONSENT TO RECORD

Know all men by these present that, the owner(s) of the herein described tract of land to be known hereafter as 1887 GOLD DUST PLAZA CONDOMINIUMS, a Utah Commercial Condominium project, having caused this Record of Survey of Condominium to be made does hereby consent to the recordation of this Record of Survey Plat. Also, the owner(s), hereby irrevocably offers for dedication to the City of Park City all the streets, and for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.

IN WITNESS WHEREOF, the undersigned set his hand this _____ day of _____ 19___

Gold Dust, L.L.C.,
a Utah Limited Liability Company

BY _____
Hans Fuegi, Manager

ACKNOWLEDGMENT

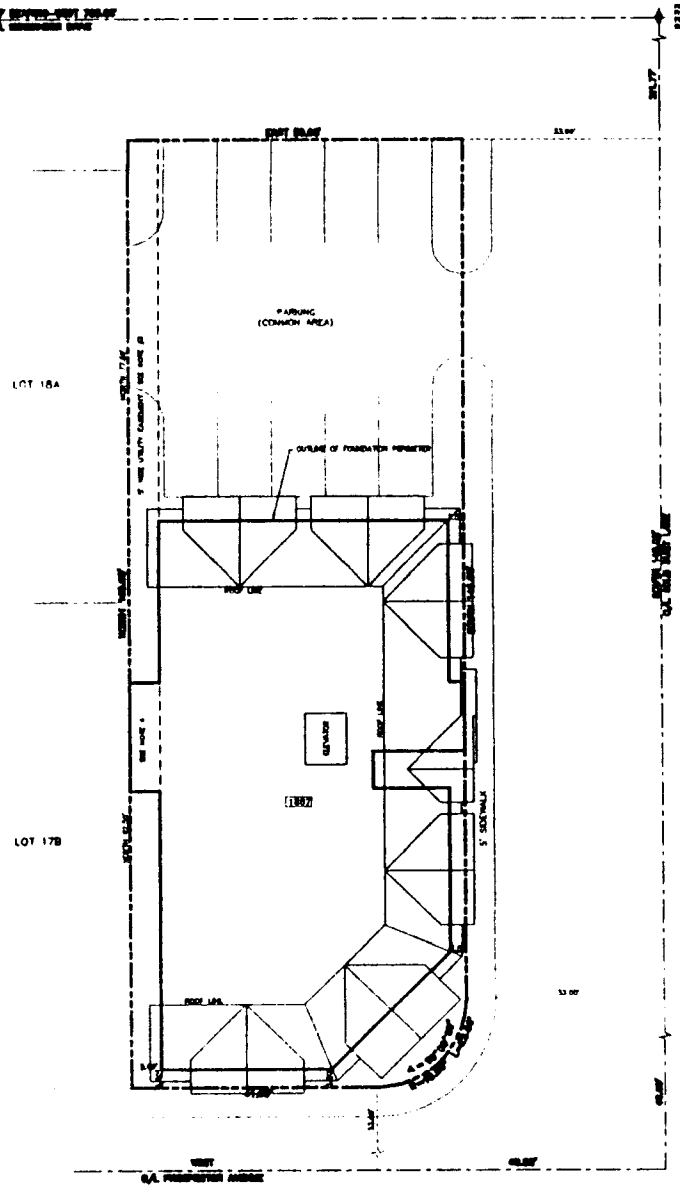
STATE OF UTAH)
) ss
COUNTY OF)

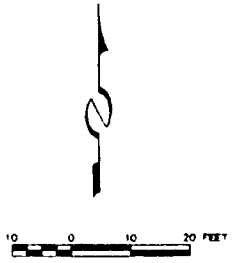
On this _____ day of _____, 1999, HANS FUEGI personally appeared before me, the undersigned Notary Public in and for said state and county, who after being duly sworn, acknowledged to me that he is the authorized MANAGER of Gold Dust, L.L.C., a Utah Limited Liability Company, that he has signed the above and foregoing Owners Dedication and Consent to Record on behalf of said Gold Dust, L.L.C., that he has been duly authorized and empowered, and that he executed this document in his capacity as MANAGER as the act of said Gold Dust, L.L.C., for the purpose set forth herein.

Notary Public _____

My Commission Expires _____

Residing at _____





34

DEC 30 1999

RECORD OF SURVEY MAP

1887 GOLD DUST PLAZA CONDOMIMIUMS

A COMMERCIAL CONDOMINIUM PROJECT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF

JOB NO.: 7-11-97 FILE: Y:\041\DWG\SRV\PLAT97\PL-F1

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS _____ DAY OF _____, 1999 A.D.

BY _____
S.B.S.I.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 1999 A.D.

BY _____
CHAIRMAN

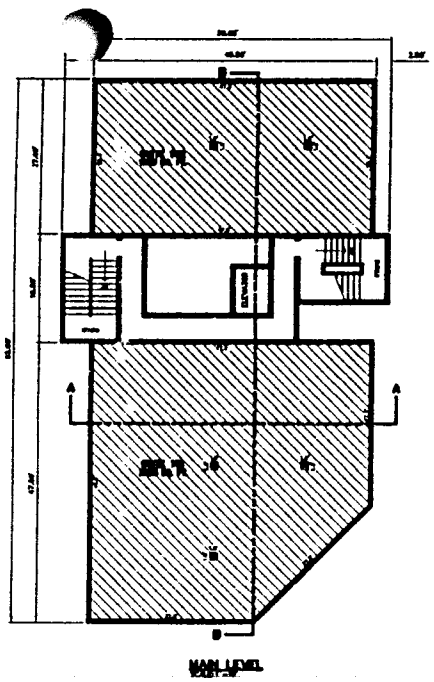
EXHIBIT A - CONDOMINIUM PLAT

RECORDED

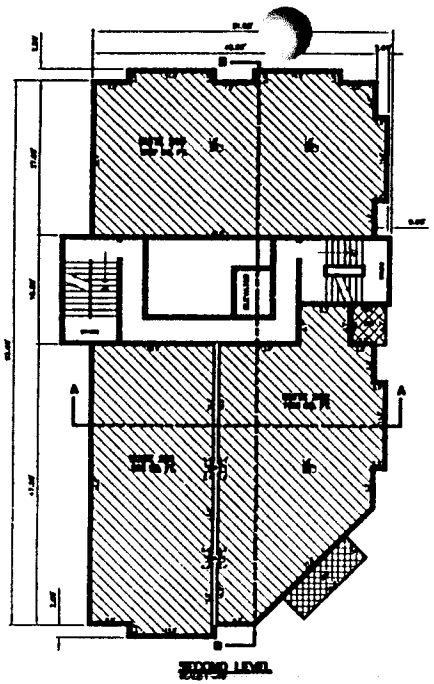
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

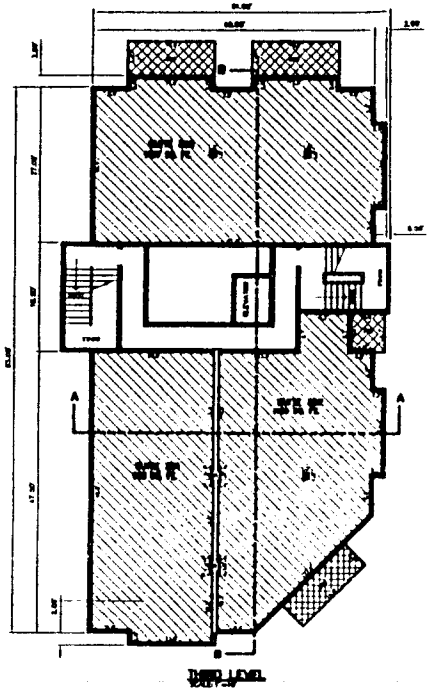
RECORDER



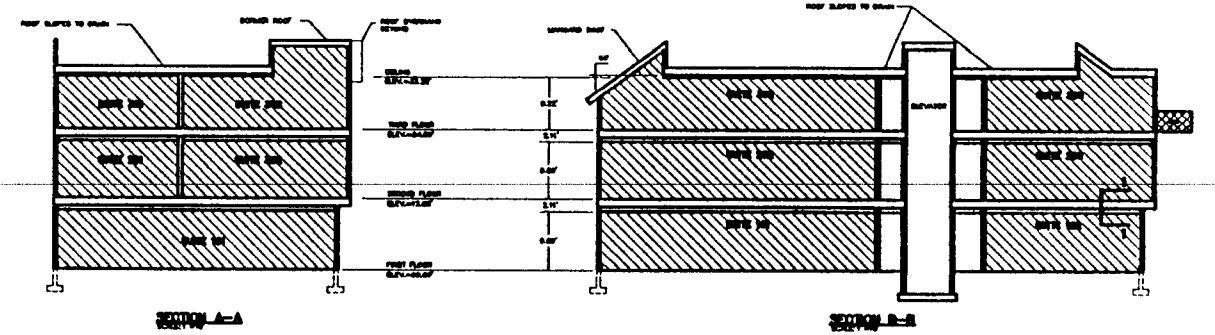
MAIN LEVEL



SECOND LEVEL

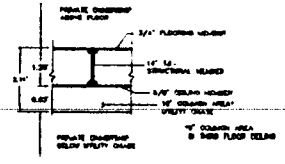


THIRD LEVEL



SECTION A-A

SECTION B-B



SECTION 1-1

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RECORD OF SURVEY MAP

1887 GOLD DUST PLAZA CONDOMIMIUMS

A COMMERCIAL CONDOMINIUM PROJECT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 8 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 2 OF 8

LEGEND

COMMON AREAS AND FACILITIES

LIMITED COMMON AREAS & FACILITIES

PRIVATE COMMERCIAL AREAS

JOB NO: 7-11-87 Y:\D41\DWG\SRV\PLAT8\PL-T2

RECORDED

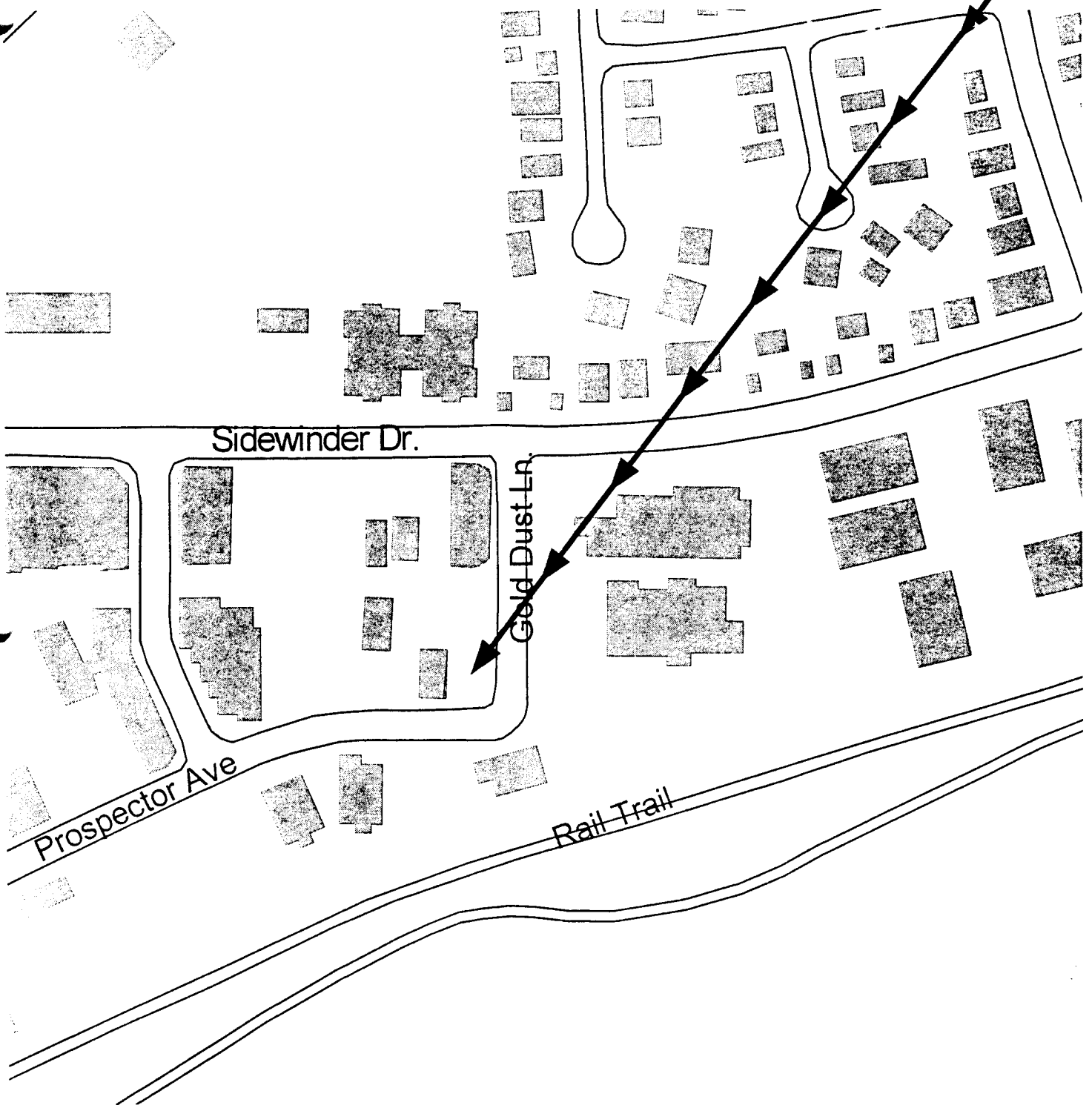
STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ RECORDER

DEC 30 1999

1887 Gold Dust Ln



PARK CITY 1884

EXHIBIT B

Vicinity Map

N

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of project approval.

2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 9, Architectural Review); Uniform Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.

3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.

4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.

5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Community Development Department, Planning Commission, or Historic District Commission prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit, must be specifically requested and approved by the Community Development Department, Planning Commission and/or Historic District Commission in writing prior to execution.

6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Community Development Department. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.

7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Community Development Department prior to issuance of a footing and foundation permit. This survey shall be used to assist the Community Development Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Community Development Department, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of

disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.

9. Any removal of existing building materials or features on historic buildings, shall be approved and coordinated by the Planning Department prior to removal.

10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.

11. Final landscape plans, when required, shall be reviewed and approved by the Community Development Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.

12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the Community Development Department, posted prior to occupancy.

13. The Snyderville Basin Sewer Improvement District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Sewer Improvement District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14. The planning and infrastructure review and approval is transferrable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.

15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.

16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.

17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Community Development Department. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.

Ordinance No. 00-

AN ORDINANCE APPROVING THE 1887 GOLD DUST PLAZA CONDOMINIUM CONVERSION TO THE FUEGI OFFICE BUILDING LOCATED AT 1887 GOLD DUST LANE , PARK CITY, UTAH

WHEREAS, the owner, Hans and Sally Fuegi of the property known as 1887 Gold Dust Lane, have petitioned the City Council for approval of a Condominium Conversion to the Fuegi office building; and

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

WHEREAS, on March 22, 2000, the Planning Commission held a public hearing to receive public input on the proposed Condominium Conversion and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, a financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner; and

WHEREAS, on April 20, 2000, the City Council held a public hearing to receive input on the proposed Condominium Conversion; and

WHEREAS, the proposed plat changes the type of ownership of this property to condominium ownership; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Condominium Conversion.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The property is within the General Commercial Zone.

2. The proposed plat changes the type of ownership of this property to condominium ownership.

3. Both the Park City Land Management Code and the General Plan allow condominium conversions to commercial buildings in the GC zone when all minimum code requirements are met.

4. The office building will have a floor area of 10,670 square feet.

5. Parking requirements for the existing building are satisfied by the existing common parking provided in the Prospector Square development.

6. As part of the approved building plans, the property owner has provided ten on-site parking spaces.

7. The applicant has agreed to the conditions of approval.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this condominium plat.

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

3. The plat is consistent with the Park City Land Management Code and applicable State Law regarding condominiums plats.

SECTION 3. CONDITIONS OF APPROVAL. The proposed plat amendment attached as Exhibit A is hereby adopted with the following Conditions of Approval:

1. The City Attorney and City Engineer's review and approval of the condominium plat and CCR'S for compliance with the Land Management Code and conditions of approval, is a condition precedent to recording the plat.

2. All standard project conditions shall apply.

3. A financial guarantee in an amount acceptable to the City Engineer for the value of all public improvements to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed according to City Standards and accepted by the City Engineer prior to release of this guarantee.

4. The developer shall repair, if necessary, any adjacent sidewalk or street improvements damaged during the construction of the office building located at 1887 Gold Dust Lane.

5. The developer shall submit a landscape plan to the City's Landscape Architect for review and approval for compliance with the Land Management Code prior to issuance of a Certificate of Occupancy.

6. The final condominium plat shall be recorded at the County within one year from the date of City Council approval. If recordation has not occurred within the one year of City Council's approval, this approval and the plat shall be void.

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

PASSED AND ADOPTED this 20th day of April, 2000.

PARK CITY MUNICIPAL CORPORATION

_____

Mayor Bradley A. Olch

Attest:

_____

Janet M. Scott, City Recorder

Approved as to form:

_____

Mark D. Harrington, City Attorney

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: April 20, 2000
DEPARTMENT: Planning Department
AUTHOR: Derek Satchell
TITLE: 1102 Park Avenue Subdivision - The Pinnell Replat
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Conduct a Public Hearing, consider public input and Staff's recommendation to extend the approval for the subdivision which combines one platted lot and one metes and bounds parcel into one (1) lot to accommodate an existing historic structure and addition.

DESCRIPTION:

A. Topic.

PROJECT STATISTICS

Applicant:	Gary Pinnell
Location:	1102 Park Avenue
Zoning:	Historic Commercial Business District (HCB) and Estate District (E)
Adjacent Land Uses:	Commercial and Residential Structures
Date of Application:	September 29, 1998

B. Background.

On March 25, 1999, the City Council approved, with conditions, the subdivision to combine one platted lot and one metes and bounds parcel into one (1) lot. The approval expired on March 25, 2000. The applicant has submitted a request to extend the expiration date for another year. The applicant was unable to record the document within the first year due to revisions to the original plans and an additional review by the Historic District Commission.

C. Recommendation

Staff recommends that the City Council conducts a public hearing, consider Staff's recommendation to adopt the attached ordinance for 1102 Park Avenue extending the plat

approval based on the following Findings of Fact, Conclusions of Law and Conditions of approval:

Findings of Fact:

1. The property is in the Historic Commercial Business District and the Estate District.

2. The proposed Subdivision will combine one (1) platted lot and a metes and bounds parcel into one (1) lot to accommodate an existing historic structure.

3. Dedication of a ten (10) foot non-exclusive snow storage easement along Park Avenue is necessary to provide adequate snow removal services.

4. The existing historic structure encroaches into the 11th Street right-of-way.

5. The General Plan specifies that historic structures on Lower Park Avenue be renovated.

6. The existing one story historic house is characteristic of the historic residential scale along Park Avenue.

7. The General Plan specified that new development on Lower Park Avenue be more compatible with the historic scale of the surrounding area.

8. The applicant has agreed to execute the facade easement.

Conclusions of Law:

1. There is good cause for the amendment.

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

3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and State subdivision requirements.

4. The proposal complies with the Park City General Plan.

Conditions of Approval:

1. Prior to plat recordation the City Attorney and City Engineer shall review and approve the plat amendment for compliance with the Land Management Code and conditions of approval.

2. A ten (10) foot non-exclusive snow storage easement along Park Avenue shall be dedicated to the City on the plat.

3. The owner will execute an Encroachment Permit on a form approved by the City Engineer prior to the recordation of the Subdivision.

4. A facade easement for the north, west and south elevations shall be recorded prior to the recordation of the Subdivision.

5. Any additions or new structures constructed on the newly created lot shall have a maximum height limit of 22 feet or less, subject to the Historic District Commission approval. If the Historic District Commission finds that a steeper pitched roof would better comply with Historic District Design Guidelines, or if the Building Department requires an increase in height due to snowshed issues, the height of the building shall be increase by no more than two feet (2').

6. Any additions or new structures shall maintain a minimum side yard setback of eight inches (8"), along the north property line, with at least one three (3) foot stepback, into the center of the property, in the wall plane. Fifty percent of the south wall of the structure shall be a minimum of eight inches (8") from the south property line, with at least one two (2) foot stepback into the center of the property.

7. The Estate portion of the lot shall remain open until such time as a rezoning shall occur. Any rezoning shall comply with the Land Management Code requirements and all additional construction shall be review by the Historic District Commission.

8. Any additions or new structures require a design review by the Historic District Commission.

9. This approval shall expire one year from the date of City Council approval, unless this plat amendment is recorded prior to that date.

10. All Standard Project Conditions shall apply (Please see Exhibit D - Standard Project Conditions).

EXHIBITS:

Exhibit A - Proposed Subdivision
Exhibit B - Location Map
Exhibit C - Site Plan
Exhibit D - Photo of Historic Structure
Exhibit E - Standard Project Conditions
Exhibit F - March 25, 1999, City Council Report

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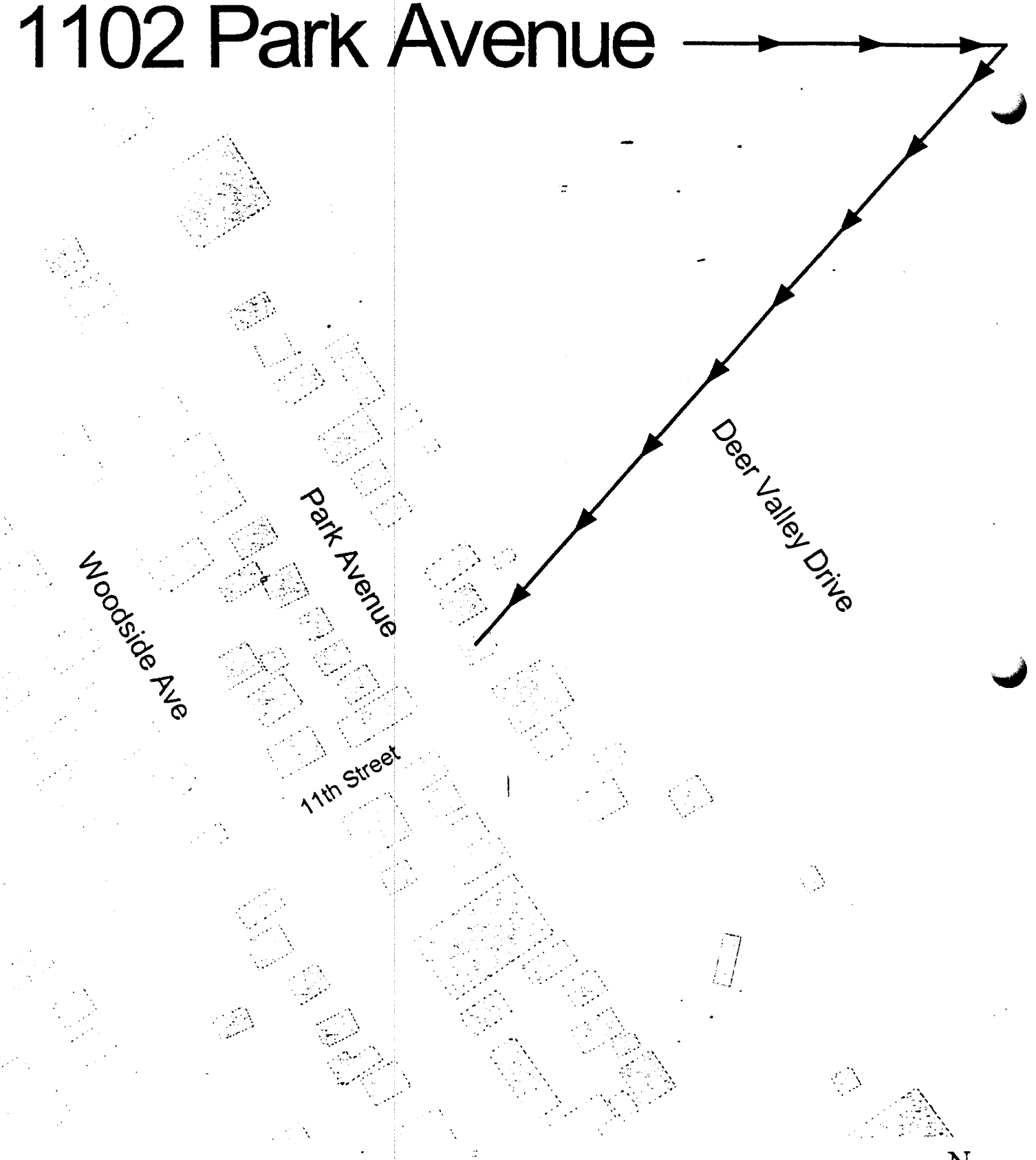
1102 Park Avenue



PARK CITY 1884

Exhibit A - Location Map

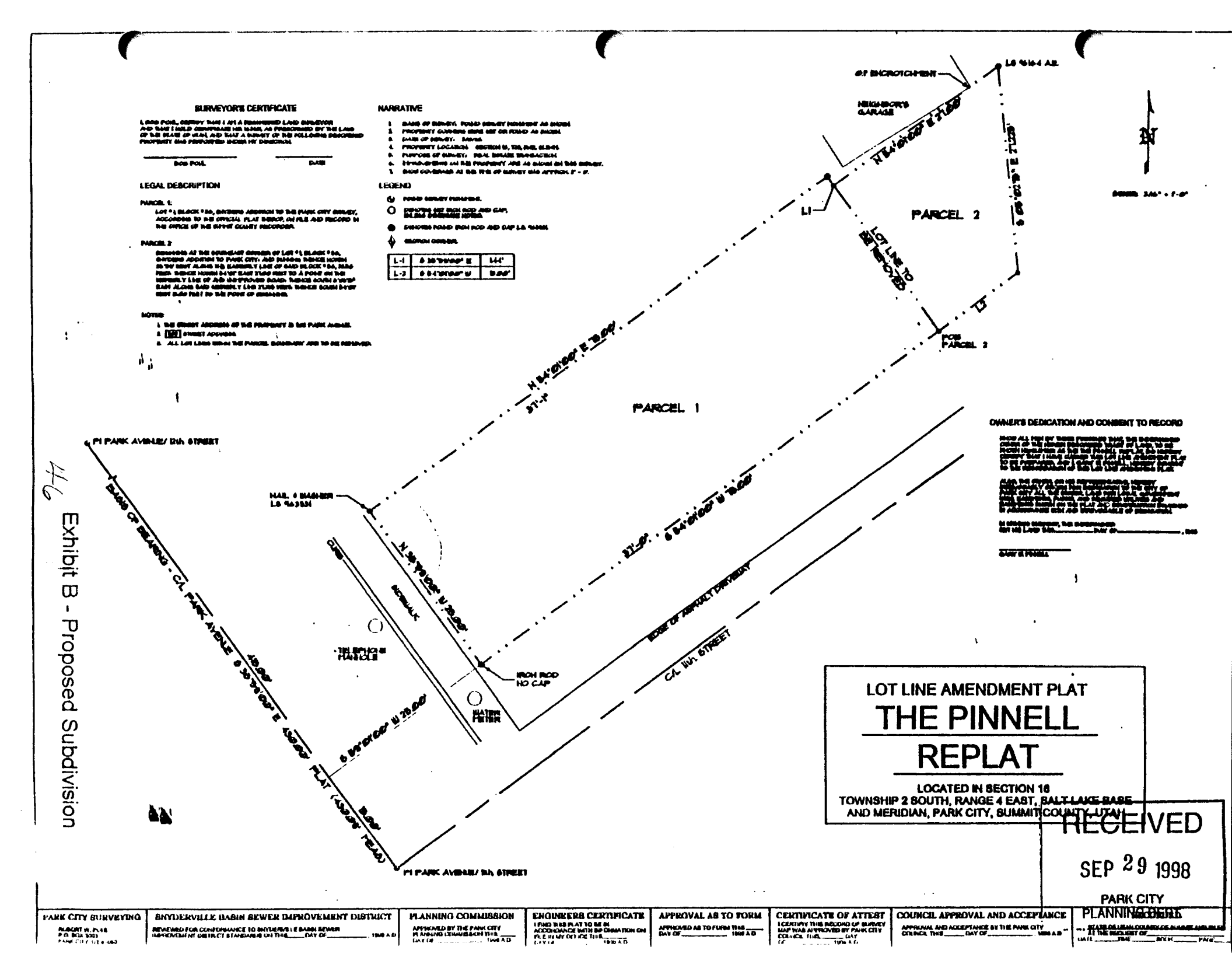


Exhibit B - Proposed Subdivision

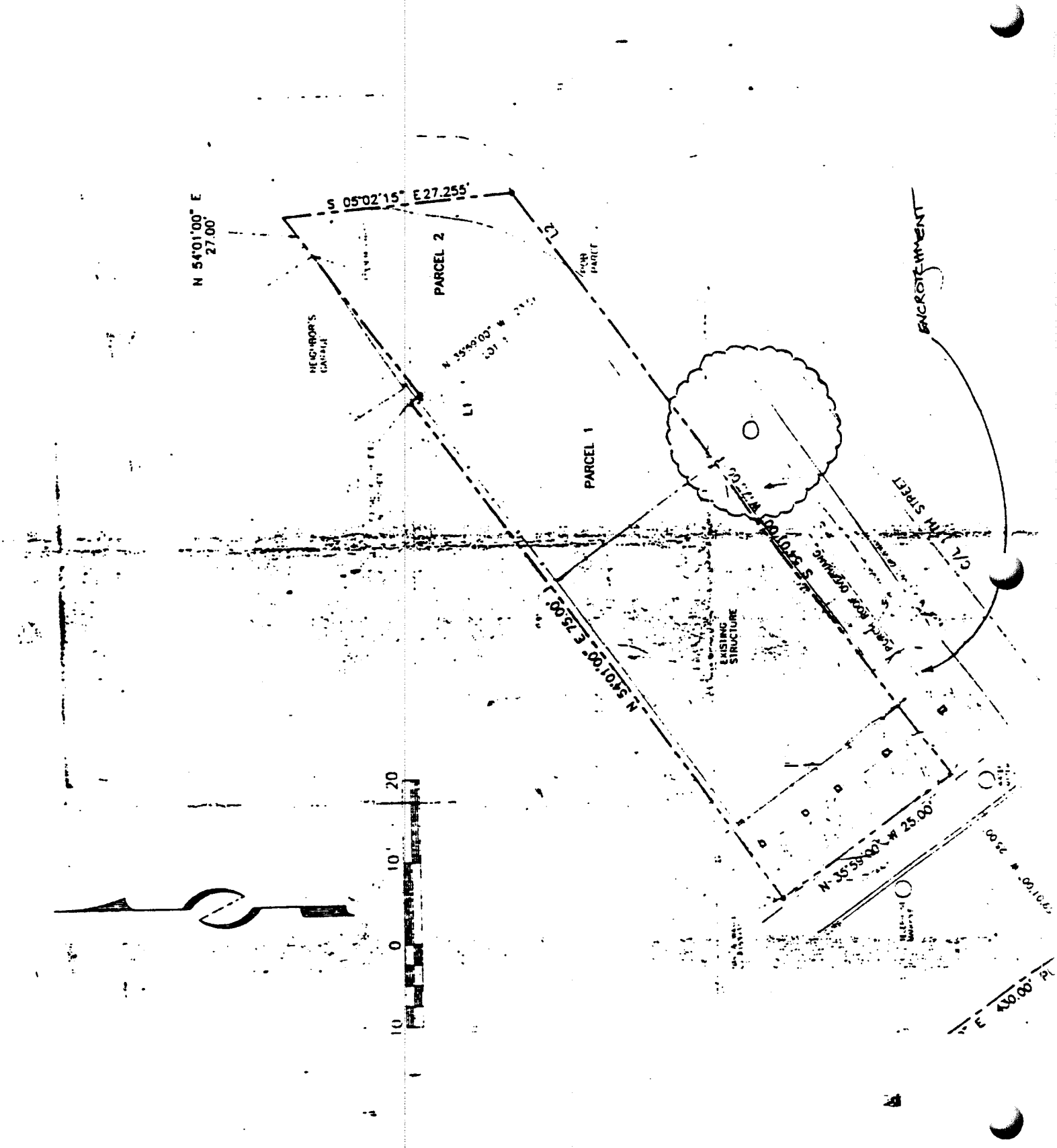


Exhibit C - Site Plan

Exhibit D - Photo of Historic Structure

STANDARD PROJECT CONDITIONS

1. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 9, Architectural Review); Uniform Building, Fire and related Codes; the Park City Design Standards, Construction Specifications, and Standard Drawings; and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
2. All modifications to plans as specified by conditions, and all final design details, such as material and color samples, shall be submitted to and approved by the Community Development Department prior to issuance of any building permits.
3. The applicant is responsible for compliance with all conditions of project approval.
4. A Line Extension Agreement with the Snyderville Basin Sewer Improvement District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
5. Final landscape plans, when required, shall be reviewed and approved by the Community Development Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof.
6. Construction staging areas shall also be clearly defined and approved by the Community Development Department, and shall be placed so as to minimize site disturbance. The landscape plans shall include plans for revegetation of all areas disturbed during construction.
7. Final grading, drainage, utility, erosion control and revegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Community Development Department. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
8. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the Community Development Department, posted prior to occupancy.
9. All construction shall be completed according to the approved plans on which building permits are issued. The approved plans include all site improvements shown on the site plan. "Site improvements" shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grades, walls, landscaping, lighting, planting, paving, paths, and trails, and similar improvements, as shown on the set of plans on which final approval and building permits are based.
10. Any desired modifications to approved plans, after the issuance of a building permit, must be specifically requested and approved in writing prior to execution.
11. Plans shall conform to all design standards for persons with disabilities as required by any applicable federal, state and local laws.
12. Access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
13. The required utility easements along street frontages shall include language to allow for these areas to be used for snow storage. Typically, a 10-foot snow storage easement is required above Deer Valley Drive (approximate elevation of 7,200 feet). A five feet easement is necessary below this elevation.
14. Lockout units are not permitted unless specifically approved.
15. The infrastructure review and approval is transferrable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or termination of the permit as specifically conditioned.
17. The name of a master planned development, plat, record of survey, subdivision, condominium project, or other approved project may not be changed without review and approval by the Community Development Department, said approval is not to be unreasonably withheld. The Community Development Department's review shall be limited to prevent confusion of the project with others in terms of emergency and delivery services and project identification.

Ordinance No. 98-

AN ORDINANCE APPROVING THE SUBDIVISION TO COMBINE LOT 1, BLOCK 56 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY AND ONE METES AND BOUNDS PARCEL INTO ONE PLATTED LOT LOCATED AT 1102 PARK AVENUE, PARK CITY, UTAH

WHEREAS, the owner of Lot 1, Block 56 of the Snyder's Addition and one metes and bounds parcel has petitioned the City Council for approval of a subdivision; 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 November 18, 1998, to receive input on the proposed condominium plat;

WHEREAS, the Planning Commission, on November 18, 1998, forwarded a positive recommendation to the City Council; and,

WHEREAS, on March 25, 1999, the City Council held a public hearing to receive input on the proposed plat amendment; and

WHEREAS, on April 20, 2000, the City Council held a public hearing to receive input on the proposed plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the subdivision.

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

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

1. The property is in the Historic Commercial Business District and the Estate District.

2. The proposed Subdivision will combine one (1) platted lot and a metes and bounds parcel into one (1) lot to accommodate an existing historic structure.

3. Dedication of a ten (10) foot non-exclusive snow storage easement along Park Avenue is necessary to provide adequate snow removal services.

4. The existing historic structure encroaches into the 11th Street right-of-way.

5. The General Plan specifies that historic structures on Lower Park Avenue be renovated.

6. The existing one story historic house is characteristic of the historic residential scale along Park Avenue.
7. The General Plan specified that new development on Lower Park Avenue be more compatible with the historic scale of the surrounding area.

8. The applicant has agreed to execute the facade easement.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned plat amendment, that neither the public nor any person will be materially injured by the proposed amendment and that the proposal is consistent with both the Park City Land Management Code and State subdivision requirements.

SECTION 3. PLAT APPROVAL. The plat amendment to combine Lot 1, Block 56 of the Snyder's Addition to the Park City Survey and one metes and bounds parcel also know as the Pinnell Replat, is approved as shown on Exhibit B, with the following conditions:

1. Prior to plat recordation the City Attorney and City Engineer shall review and approve the plat amendment for compliance with the Land Management Code and conditions of approval.

2. A ten (10) foot non-exclusive snow storage easement along Park Avenue shall be dedicated to the City on the plat.

3. The owner will execute an Encroachment Permit on a form approved by the City Engineer prior to the recordation of the Subdivision.

4. A facade easement for the north, west and south elevations shall be recorded prior to the recordation of the Subdivision.

5. Any additions or new structures constructed on the newly created lot shall have a maximum height limit of 22 feet or less, subject to the Historic District Commission approval. If the Historic District Commission finds that a steeper pitched roof would better comply with Historic District Design Guidelines, or if the Building Department requires an increase in height due to snowshed issues, the height of the building shall be increase by no more than two feet (2').

6. Any additions or new structures shall maintain a minimum side yard setback of eight inches (8"), along the north property line, with at least one three (3) foot stepback, into the center of the property, in the wall plane. Fifty percent of the south wall of the structure shall be a minimum of eight inches (8") from the south property line, with at least one two (2) foot stepback into the center of the property.

7. The Estate portion of the lot shall remain open until such time as a rezoning shall occur. Any rezoning shall comply with the Land Management Code requirements and all additional construction shall be review by the Historic District Commission.

8. Any additions or new structures require a design review by the Historic District Commission.

9. This approval shall expire one year from the date of City Council approval, unless this plat amendment is recorded prior to that date.

10. All Standard Project Conditions shall apply (Please see Exhibit D - Standard Project Conditions).

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

PASSED AND ADOPTED this 20th day of April, 2000.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Bradley A. Olch

Attest:

_____
Janet M. Scott, City Recorder

Approved as to form:

_____
Mark D. Harrington, Deputy City Attorney

PARK CITY
1884

Staff Report

DATE: 4/17/00
DEPARTMENT: Legal
AUTHOR: Mark Harrington MH
TITLE: **Assignment of Arts Council Lease to Film Series**
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS:

Authorize the Mayor to execute an agreement with Park City Film Series to take over the Arts Council lease approved in 1996 for the Santy Auditorium.

DESCRIPTION:

A. Topic:

Lease of the auditorium for the Film Series.

B. Background:

In 1994, the Park City Arts Council and the University of Utah, Division of Continuing Education requested Park City Municipal Corporation to purchase film and sound equipment for the Santy Auditorium at the Library and Education Center. Pursuant to that request, in January 1995, the Park City Council authorized a $45,000 interfund loan from the City's Capital Improvement Program Fund (CIP loan) to the Leisure Services Department for the purchase and installation of film and sound equipment for the Auditorium. The first couple of leases with the Arts Council were aimed at repaying the loan. In 1996, after Council member Paul Sincock renegotiated the lease, lease revenue was put in a replacement fund to purchase new equipment when the time arose. The 1996 Lease is attached and had a base rental of $7400 per year for up to 40 screenings, and $100 per screening for every screening over 40. Last year's series has a measure of success and growth underestimated by the Arts Council. The series had 33 extra showings last year so the rent paid totaled $10,700.

The Arts Council's policy is to provide start-up support for programming events and then have the event spin off on its own. Accordingly, the Park City Film Series filed for incorporation and now seeks formal approval for assignment of the lease, with modifications.

CHANGES

1. Term. The lease still automatically renews annually, but the notice for cancellation was shortened from 13 months to 6 months. There is an Olympic out clause consistent with the City's other leases, and an exclusion of the Sundance Film Festival (City receives full rental from Sundance).

2. Rent. The rent is changed to a flat rate of $8,000 per year. This represents around $100 per screening if they max out their allotted 80 screenings and is consistent with the $100 per screening rate for additional screening in the 1996 Lease. The Film Series agreed to this rate because they felt they should be credited for the value of the Restaurant Tax Grant of $40,000 received for a new DVD player for the Auditorium, in lieu of annual rent increases.

3. Non-Compete clause. Since the revenue now goes to a replacement fund, and with the City's receipt of the $40,000, the Film Series felt this restriction was unreasonable and precluded them from having the occasional show at the Egyptian. Staff is comfortable with removing this provision.

4. Clarifications. Numerous "gaps" in the 1996 Lease were clarified. They include: Film Series responsibility for maintenance costs; Friday and Saturday evening (pre 10 pm) use only; no assignment or third party (festival) contracting; scheduling and projectionist requirements; youth and senior discount requirements; no City censorship; and insurance and indemnity requirements.

C. Department Review:

This new Agreement has been reviewed by the Special Events Department.

ALTERNATIVES:

A. Approve the Request: Authorize the Mayor to execute an agreement with Park City Film Series to take over the Arts Council lease approved in 1996 for the Santy Auditorium.

B. Assign the 1996 Lease with no changes: The Film Series would take over with the existing terms still in effect.

C. Continue the Item: Direct staff as to what additional information the Council needs.

D. Direct staff to make specific changes and approve the Request. Modify the Lease as necessary and approve the new Lease.

SIGNIFICANT IMPACTS:

The Lease rents the Auditorium for most weekends and establishes a revenue source for equipment replacement.

Film Series Contract

WHEREAS, in 1994 the Park City Arts Council (Arts Council) and the University of Utah, Division of Continuing Education requested Park City Municipal Corporation (City) to purchase film and sound equipment for the Santy Auditorium at the Library and Education Center (Auditorium); and

WHEREAS, pursuant to that request, in January 1995 the Park City Council authorized a $45,000 interfund loan from the City's Capital Improvement Program Fund (CIP loan) to the Leisure Services Department for the purchase and installation of film and sound equipment for the Auditorium; and

WHEREAS, in January 1995 the City Council also authorized staff to enter into contracts with CLAYCO, the Arts Council, and the University of Utah for the purchase and installation of equipment and the operation of a film series; and

WHEREAS, on January 24,1995, the Arts Council entered into a contract to operate an "alternative" film series and to facilitate the City's prompt recovery of costs associated with the purchase of such sound and film equipment to support such a series. The contract was amended in 1996; and

WHEREAS, the Arts Council operated a successful film series from February 1995 through October 1999, to the benefit of the community; and

WHEREAS, by the season of 1998-1999 it became apparent to the Arts Council that the Park City Film Series should financially and organizationally stand on its own; and

WHEREAS, in October of 1999, the Park City Film Series filed to incorporate as a Utah corporation with an application pending before the Internal Revenue Service for 501 (c) 3 non-profit status; and

WHEREAS, the Arts Council would like to assign the film series contract to the Park City Film Series so that it may expand the alternative film series for the benefit of the community under the following terms and conditions.

NOW THEREFORE, the Park City Municipal Corporation, ("City"), and the Park City Film Series agree as follows:

1. **Term.** The term shall be September 1999 through July 2000, subject to annual renewal unless either party mails written notice of non-renewal by January 31, six months prior to expiration of the Term. The term shall be suspended from 1/1/02

through 3/1/02 for City uses or lease for the 2002 Winter Olympic Games. No rent shall be due during those months.

2. **Film Series Obligation.** The Park City Film Services ("Film Series") shall conduct an "alternative" film series of approximately 80 screenings per year in the Auditorium. The Film Series' obligations include film and auditorium rental, promotion, collection, training of equipment operators, equipment operation and supplies, equipment maintenance (80% of City's annual costs), accounting and administration thereof. Any screening other than Friday and Saturday night (or starting later than 10 pm on Friday or Saturday) requires the advanced approval of the City.

A. Auditorium and Equipment Rental Fee/Minimum Annual Obligation. The Film Series hereby commits to pay Park City a reduced auditorium, sound and film equipment rental fee of $8,000 per annum (Minimum Annual Obligation), regardless of Film Series attendance. Payments shall be made in equal monthly installments of $666.67 on or before the 10th of each month. This $8000 annual fee constitutes payment for up to 80 screenings.

B. Target Audience Screenings. The Film Series shall provide a ticket discount of 20% of the regular ticket price to youth and seniors.

C. Auditorium Lease/Rental Regulations. The Film Series shall comply with the City's standard lease for the Auditorium, attached as **Exhibit A** and all other reasonable regulations pertaining to the use of the facility.

D. Projectionist Training. The Film Series shall hire a qualified, experienced, and competent film equipment projectionist to train, and shall identify and cause to be trained projectionists. The Film Series shall employ only trained film projectionists to operate City sound and film equipment during the Film Series. The Film Series shall be solely responsible for any damage, other than normal wear and tear, to the equipment. The City will hold other renters to the same standard so as to not to interfere with Film Series operations.

3. **Payment/Reporting.** The Film Series shall remit an attendance report to the City quarterly.

4. **Scale of Events.** The Film Series hereby acknowledges that the City Council has not removed the restriction of the use on the Auditorium to events with projected demand of less than 400 participants. The Film Series must obtain prior Council approval should the Film Series desire to attract patrons in excess of 400 persons per event. Consistent with the Auditorium

Lease, the Film Series shall arrange to mitigate parking demand to the satisfaction of the City's Facility Manager for events with projected attendance of 250 persons or more.

5. **Scheduling.** The Film Series is subject to the following Auditorium scheduling requirements: (1) The Film Series must submit a tentative annual schedule by by July 1st of each year; (2) The Film Series will permit one weekend per quarter to be used by the Park City Municipal Corporation for any purpose if such dates are agreed upon by July 1st of each year; and 3) No Film Series screening shall occur during the Sundance Film Festival, as scheduled annually. **Nothing herein shall allow the City to regulate the content or otherwise censor the Film Series' screenings nor speech.**

6. **Tax-Exempt Status**. In the event Film Series loses it tax-exempt status, the City shall have the option of terminating the contract, or increasing the rental to the fair market value of the space occupied by the Film Series on the date that the tax exemption was revoked.

7. **Assignment/Sublease**. The Film Series has no right to sublet or assign all or any portion of the leased space for any purpose whatsoever, including subleases or assignments to other non-profit organizations, or assignments for the benefit of creditors. Any attempt to sublet or assign shall cause this contract to immediately terminate.

8. **Indemnity**. The Film Series covenants and agrees to indemnify and hold the City harmless from all claims, loss damage, injury or liability (hereafter "liability") resulting from Film Series's use and occupancy of the leased premises (including screenings) to the full extent provided in the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any liability resulting from acts or omissions of City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. §§ 63-30-1, et seq.). The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act.

9. **Insurance**. City will carry insurance on the structure for casualty loss, and public liability policies that provide insurance against claims of persons injured in or about the building in amounts in excess of those required by state law. The City policies will not extend to any film or property of Film Series's, and the City will not have any liability to Film Series for loss or damage to its film or property, except through the gross negligence of the City or its employees or agents. Film Series will carry insurance on its film and property as it deems appropriate. Film Series will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage. Film Series will provide a policy of liability insurance in an amount of not less than One Million Dollars

($1,000,000) per person and Two Million Dollars ($2,000,000) per occurrence, with the City named as an additional insured. The policy will provide that no cancellation will be made without first having given the City thirty (30) days notice of the cancellation. Failure to maintain the insurance is a violation of the lease, and grounds for termination.

10. **Limited Remedies.** The remedies under this contract are limited. The preferred remedy shall be termination. The parties acknowledge that the Film Series' exclusive pledge under this contract shall be for payment of the Minimum Annual Obligation from Film Series net revenues, sponsorships and grants, as specified in paragraphs 2(A) above. The City hereby warrants that it shall not seek payment of the Minimum Annual Obligation from any other Film Series fund(s), nor from any asset of the any individual Film Series member, should a shortfall occur.

11. **Rescission.** This contract hereby rescinds and supersedes that Contract between the Arts Council and Park City Municipal Corporation dated June 1, 1996.

DATED this _____ day of March, 2000.

Park City Municipal Corporation

_____
Bradley A. Olch. Mayor

Park City Film Series

_____
Frank J. Normile, Executive Director

Attest:

_____
Jan Scott, City Recorder

Approved as to Form:

_____
Mark Harrington, City Attorney

STATE OF UTAH)
)SS
COUNTY OF SUMMIT)

On this, the _____day of _____, 2000, personally appeared before me Frank J. Normile, who did say he is the Executive Director of the Park City Film Series, a Utah not-for-profit corporation, and that the foregoing was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Frank J. Normile acknowledged to me that the Park City Film Series executed the same.

_____
Notary Public

1996

FINAL
6/6/96

Film Series Contract

Whereas, in 1994 the Park City Arts Council (Arts Council) and the University of Utah, Division of Continuing Education requested Park City Municipal Corporation (City) to purchase film and sound equipment for the Park City Auditorium at the Library and Education Center (Park City Auditorium); and

Whereas, pursuant to that request, in January, 1995 the Park City Council authorized a $45,000 interfund loan from the City's Capital Improvement Program Fund (CIP loan) to the Leisure Services Department for the purchase and installation of film and sound equipment for the Park City Auditorium; and

Whereas, in January 1995 the City Council also authorized staff to enter into contracts with CLAYCO, the Arts Council, and the University of Utah for the purchase and installation of equipment and the operation of a film series; and

Whereas, on January 24, 1995 the Arts Council entered into a contract to operate an "alternative" film series and to facilitate the City's prompt recovery of costs associated with the purchase of such sound and film equipment to support such a series; and

Whereas, the Arts Council operated a successful film series from February 1995 through June 1996, to the benefit of the community; and

Whereas, the Arts Council and the City Council would like to expand the alternative film series for the benefit of the community under the following terms and conditions;

NOW THEREFORE, the City and the Arts Council agree as follows:

1. **Term.** July 1, 1996 through June 30, 1998, subject to annual renewal unless either party issues notice of non-renewal by May 31 one year and one month prior to expiration of the Term.

2. **Arts Council Obligations.** The Arts Council shall conduct an "alternative" film series of approximately 40 screenings per year (Film Series). The Arts Council's Film Series obligations include film and auditorium rental, promotion, collection, training of equipment operators, equipment operation, accounting and administration thereof.

A. Auditorium and Equipment Rental Fee/Minimum Annual Obligation. The Arts Council hereby commits to pay Park City a reduced auditorium, sound and film equipment rental fee of 7,400, per annum (Minimum Annual Obligation), regardless of Film Series attendance. Payments shall be made in equal monthly installments of ($616.67), on or before the 10th of each month. This $7400 annual fee constitutes payment for up to 40 screenings. Additional screenings may

be scheduled for an additional fee of $100 per screening, which price shall include auditorium, film and audio equipment rental.

B. Target Audience Screenings. The Arts Council shall provide one free screening to target audiences (youth, seniors, etc.) for every ten paid regular screenings. (The Arts Council's monthly rental obligation will not be adjusted during those months when a free screening occurs.)

C. Auditorium Lease/Rental Rates. The Arts Council shall execute the City's standard Auditorium Lease for the regular use of the Auditorium, for multiple film screenings, and shall comply with all reasonable regulations pertaining to the use of the facility.

D. Projectionist Training. The Arts Council shall hire a qualified, certified, film equipment professional to train, and shall identify and cause to be trained, eight to ten projectionists to the satisfaction and certification of the City. The Arts Council shall employ only certified film projectionists to operate City sound and film equipment during the Film Series.

E. Non-compete. The Arts Council shall endeavor to assist the City in the full and complete retirement of the Leisure Services Department's obligation to repay the $45,000 CIP loan to purchase the sound and film equipment. To that end, the Arts Council agrees that it will not promote nor sponsor a program of film screenings, or a film series, at a Park City area location other than the Auditorium, until the $45,000 CIP loan is fully repaid. The City will inform the Arts Council when the CIP loan has been retired. This obligation shall survive the expiration and/or termination of this contract.

3. **Payment/Reporting.** The Arts Council shall remit an attendance report to the City with its monthly rental payment.

4. **Scale of Events.** The Arts Council hereby acknowledges that the City Council has not removed the restriction of use on the Auditorium to events with projected demand of less than 400 participants. The Arts Council must obtain prior Council approval should the alternative film series desire to attract patrons in excess of 400 persons per event. Consistent with the standard Auditorium Lease, the Arts Council shall arrange to mitigate parking demand, to the satisfaction of the City's Facility Manager, for events with projected attendance of 250 persons or more.

5. **Scheduling.** The film series is subject to usual Auditorium scheduling priorities. The Arts Council must submit a tentative annual schedule by July 1 of each year and 15 days prior to any proposed screening. The City will not reserve dates more than 90 days prior to a scheduled screening. However, the City will make best efforts to accommodate the Arts Council's desire for regularly scheduled Saturday and other requested screenings

while being sensitive to demands from other organizations' requests to use the film equipment and auditorium.

6. **Limited Remedies.** The remedies under this contract are limited. The preferred remedy shall be termination. The parties acknowledge that the Arts Council's exclusive financial pledge under this contract shall be for payment of the Minimum Annual Obligation from Film Series net revenues, sponsorships and grants, as specified in paragraphs 2A-C above. The City hereby warrants that it shall not seek payment of the Minimum Annual Obligation from any other Arts Council fund(s) nor from any asset of any individual Arts Council member, should a shortfall occur.

7. **Rescission.** This contract hereby rescinds and supersedes that Contract between the parties dated January 24, 1995.

Dated this ___ day of June, 1996.

Park City Municipal Corp.

/s/
Bradley A. Olch, Mayor

Park City Arts Council

/s/
Katherine Scott Henney, President

Attest:

Anita Sheldon, City Recorder

Approved as to form:

Jodi Hoffman, City Attorney

STATE OF UTAH)
SS
COUNTY OF SUMMIT)

On the ___ day of ____, 1996, personally appeared before me Katherine Scott Henney, who did say that she is the President of the Board of the Park City Arts Council, a Utah not for profit corporation, and that the foregoing was signed in behalf of said corporation by authority of a resolution of its board of directors; and said Katherine Scott Henney acknowledged to me that the Park City Arts Council executed the same.

Notary Public

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: April 20, 2000
DEPARTMENT: Office of Capital Management and Budget
AUTHOR: Tom Bakaly, Director of Capital Programs and Budget TBB
TITLE: Award of Art Contracts for Old Town Transit Center
TYPE OF ITEM: Legislative/Administrative

SUMMARY RECOMMENDATIONS: Authorize the Mayor to execute three contracts, in a form as approved by the City Attorney with:1) Marianne Cone - Interior Wall ($32,250); 2) Bernardo Flores/Sahagun, William R. Littig & Associates - South Plaza ($40,000); and 3) Michele vandenHeuvel - Main Street Walkway ($32,000) for art for the Old Town Transit Center in an amount of $104,250. The City Council should also provide direction and possibly take action concerning alternatives relating to the design review process for the art proposals.

DESCRIPTION:

A. Topic: Award of art contracts for the Old Town Transit Center

B. Background:

As part of the grant from the Federal Transit Administration (FTA) for the Transit Center, there is a line-item for public art ($100,000). Given the central location and function of the Transit Center, Staff wanted public art to be an integral part of the project. Through the design and public review process, the following three opportunities for public art were identified: 1) An interior "art wall"; 2) A plaza on the South end of the building; and 3) The walkway between the transit center and Main Street (Carr Parcel).

C. Analysis:

Proposal Solicitation Process: In August of 1999 Park City issued one Request for Proposal (RFP) for all three projects with the ability to substitute proposals between projects. A total of 45 days was allowed for responses. The staff worked daily with artists to process responses to questions by internet and telephone. When the solicitation process was completed, over 61 proposals had been received for the three projects.

Proposal Evaluation Process: A selection committee for the Transit Center project was formed and was made up of Tom Bakaly - Capital Project Management & Budget, Hope Bleecker - Public Works, Allen Roberts - Architect, Peg Bodell, Mac McQuoid, Hayden Hull Williams, John Vrabel, Ron Butkovich, Elisa Jary (alternate), and Joanna Charnes (alternate).

It should be noted that federal procurement regulations (The Brooks Method) preclude the evaluation of proposers based upon price. In addition to generally ensuring compliance with relevant federal regulations, each selection team member evaluated each of the proposals based upon the following evaluation criteria: Design (60%); Materials (10%); Site (10%); Installation (10%) and; and Maintenance(10%).

Staff distributed project books to the Art Committee one week before the initial evaluation and asked that those committee members review the material. A slide room with a projector and light table was made accessible to the members so that they could familiarize themselves with the slide work as well as the original color sketches which accompanied submittals of the artists.

An initial meeting was held on October 11 to draft the first shortlist of the projects. This evaluation process reduced the large listing of artists from approximately 20 per project to 10 submittals per project. Another meeting was held on October 13 to review the listing of ten artists and shorten the list to a proposed interview number. An initial evaluation by the Art Committee yielded a shortlist of four individuals for the art wall, three for the garden plaza, and three for the pedestrian mall. Those results were posted on the internet.

Interviews were held on November 3, 1999 in an all day session where artists were paid a $200 honorarium to appear in Park City to present their projects. The Committee used an evaluation process specified in their RFP and was successful in ranking the artists for Projects 1 & 2. The finalists were notified that the City would be negotiating with the most successful proposers for these projects. The selected artist was Marianne Cone for Project 1, and William Littig and Associates for Project 2. The Committee chose not to prepare a ranking for Project 3 and thus rejected the proposals for Project 3. By a majority, the Art Committee selected Michele vandenHeuval, who was the second highest ranked proposer from Project 2 for Project 3 as permitted in the RFP. The City Attorney reviewed this decision.

Contract Negotiations: Staff has recently completed negotiations with each of the artists and they have received copies of this report and the attached contract. Prices for the art are based upon sealed price proposals that were submitted in the Fall but not opened until the artists were selected. Prices have varied only slightly from what was submitted in the Fall of 1999. Negotiations were delayed slightly because staff wanted to finalize the construction contract for the transit center before proceeding with art contracts.

Contract Scope and Project Description: The proposed contract for the transit center art is attached. Staff has attached material relating to each of the art components. Staff is pleased with the quality, uniqueness, and diversity of the proposed art involved in the project and the participation of local artists in the project. Staff has color copies of some of the art, and will make them available to City Council on April 20, 2000 if so desired.

Alternatives for Transit Center Art Design Review: Because of the composition of the Transit Center Art Selection Committee, one could argue that the proposed art has already gone through a design review process. The Land Management Code (LMC - attached) states the art must be approved by the Community Development Department (CDD) and any special review committee as may be appointed by the City Council. The LMC also states that art in the historic district (outdoors) needs to be approved by the Historic District Commission (HDC). This would apply to art pieces 2 and 3 for the transit center. Staff plans to bring the two outdoor art pieces before the HDC on May 15, 2000. The Arts Council has put in place an art in public places review committee and process (attached).

Staff would like some direction from Council regarding design review of the transit center art. City Council could just have the Community Development Department and HDC review the art.

Staff would like to propose as another alternative that all three pieces of art be reviewed by the Arts Council Design Committee using the criteria contained in their attached document. This group would be responsible for independently reviewing the actual design, form, materials, elements, etc. of the art. Because an HDC member is on that Arts Council Art Design Committee (Linda McReynolds), coordination between those two groups will be facilitated. City Council would need to appoint the members listed in the back of this report on April 20th to meet scheduling deadlines. Please note that Bri Matheson has been replaced by Hayden Hull Williams on that committee. City Council appointment of the Arts Council Design Committee would allow the Community Development Department and the HDC to focus on reviewing the art as it complies with section 8.29 items a-g of the LMC rather than getting too involved in the design details of the proposed art.

D. Department Review: The following departments have been involved with all aspects relating to the contract award recommendation: Office of Capital Management and Budget, Community Development, Public Works, Legal and the City Manager's Office. This process highlighted the City's "multi-discipline team approach" to project management, and it is working well. In addition, direct involvement of former HDC members in the selction of the artists was beneficial.

ALTERNATIVES:

A. Approve the Request: Authorize the mayor to execute a contract, in a form approved by the City Attorney, to: 1) Marianne Cone - Interior Wall ($32,250); 2) Bernardo Flores/Sahagun, William R. Littig & Associates - South Plaza ($40,000); and 3) Michelle vandenHeuvel - Main Street Walkway ($32,000) for art for the Old Town Transit Center in a an amount of $104,250. The City Council should also provide direction and possibly take action concerning alternatives relating to the design review process for the art proposals. This is staff's recommendation.

B. Deny the Request: This action would cause staff to renegotiate contract terms and scope of services with the artists. If an acceptable and reasonable contract could not be reached, staff would recommend initiating a new art selection process. Staff would also need direction about how the art should be reviewed from a design perspective

C. Continue the Item: The proposed schedule for completing the transit center and installing the art in the late Fall of 2000 is aggressive. Time is particularly of the essence for the interior art wall project as some of the windows and doors of the transit center cannot be installed until the art work is in place. Continuing action on this contract even one week would significantly impact the project schedule.

D. Do Nothing: This would have the same effect as continuing or denying the request.

SIGNIFICANT IMPACTS: Currently, $100,000 of the FTA grant is budgeted for public art. Staff is currently amending the budget of the transit center grant with the FTA. Staff is requesting that the FTA increase the art budget to $104,250. Staff believes that this will happen. If it does not, the $4,250 differential between current budget and total contract cost would be an appropriate expenditure of Downtown Revitalization CIP funds that are currently budgeted. If City Council is not comfortable with either alternative, Staff will need to work with the artists to reduce the total contract price down to the $100,000 budget.

CONSEQUENCES OF NOT TAKING RECOMMENDED ACTION: The project schedule for installing the art in the Old Town Transit Center would be significantly affected.

RECOMMENDATION: Authorize the mayor to execute a contract, in a form approved by the City Attorney, with: 1) Marianne Cone - Interior Wall ($32,250); 2) Bernardo Flores/Sahagun, William R. Littig & Associates - South Plaza ($40,000); and 3) Michelle vandenHeuvel - Main Street Walkway ($32,000) for art for the Old Town Transit Center in a an amount of $104,250. The City Council should also provide direction and possibly take action concerning alternatives relating to the design review process for the art proposals.

Attachments:

Proposed Contract
Scope of Proposed Art - Exhibit A
Land Management Code - Art
Arts Council - Art in Public Places Criteria and Standards

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: April 20, 2000
DEPARTMENT: Public Works, Transportation
AUTHOR: Kent Cashel, Interim Transportation Director
TITLE: Award of Contract for Purchase of Three (3) 35' Buses
TYPE OF ITEM: Legislative/Administrative

SUMMARY RECOMMENDATIONS: Authorize staff to execute a contract with Gillig Corporation for the purchase of three (3) 35' low-floor buses in the amount of $732,273. Purchase of these buses will be funded with $555,904 in federal grants and $176,369 in Transportation funds.

DESCRIPTION:

A. Topic: Award of contract for purchase of three (3) 35' replacement buses (with an option to purchase up to six additional buses over the next three years).

B. Background:

Transportation has an immediate need to replace three (3) 35' buses and has conducted a competitive procurement for the purchase of up to nine (9) 35' low-floor buses. This procurement was conducted in compliance with federal and City procurement guidelines. The single bidder for these buses was the Gillig Corporation. The price Gillig bid for each bus is $244,091. Staff has researched the price other transit agencies are paying for similar buses and based upon this research believes Gillig's price is fair and reasonable. The Federal Transit Administration (FTA) has awarded the City $555,904 in grants to fund the purchase of three (3) 35' buses, these grant funds will lapse in September 2000. Staff intends to retain, in reserve, the buses this purchase will replace until after the 2002 Olympics.

C. Analysis:

Proposal Solicitation Process: In January 2000 Park City issued a Request for Proposal (RFP) for the purchase of up to nine (9) 35' low-floor buses. A total of 42 days were allowed for responses. The RFP was noticed in the Park Record, the Salt Lake Tribune and Passenger Transport (a nationwide transit industry publication). Staff worked daily with manufacturers to

process responses to questions concerning the RFP. Eight (8) manufacturers requested and received bid packages, only one bid proposal was returned by the bid deadline. The single bid was submitted by the Gillig Corporation.

Proposal Evaluation Process: A selection committee for the RFP was formed using staff from Public Works and the Office of Capital Management & Budget. This committee determined that the bid from Gillig Corporation complied with all requirements set forth in the RFP (including federal requirements regarding single bid procurements).

Price Analysis
Staff contacted several transit agencies to determine what price they were paying for similar buses. The information gathered during these contacts was used to determine that Gillig's price proposal was reasonable and competitive. Gillig's per bus price of $244,091 was at the low end of the range of prices gathered during this research. The range of prices paid for similar buses was ($244,091 - $248,283).

Selection Committee Recommendation
The selection review committee has reviewed Gillig Corporation's bid package and the price analysis discussed above. The committee has recommended award of this contract to the Gillig Corporation.

Contract Terms
The attached contract is for three (3) 35' low-floor buses with an option to purchase up to six additional buses over the next three years. The option for the additional buses is designed to coincide with grant applications currently in process, as well as fleet replacement needs. Staff will not exercise any of these options, without prior Council approval as a separate item or as part of the annual budget process.

The Gillig Low Floor Bus
Park City's bus fleet is presently composed of 86% Gillig Corporation vehicles (none of these are low-floor buses). Gillig has proved itself over the years to be a manufacturer of quality vehicles well suited to the Park City environment. Park City's fleet mechanics are trained in the repair and maintenance of this product. In addition, the City' bus drivers are familiar with the operation of the Gillig bus. All of these make the Gillig low-floor bus a practical and efficient acquisition for Park City Transit.

The low-floor design reduces the number of steps that must be climbed by riders as they enter and exit the bus (Floor of the bus is approximately 15" from ground level). These buses also have the capability of kneeling (lowering the front of the vehicle) that will bring the floor even closer to the ground. This design will be friendlier for disabled transit riders or those that are wearing ski boots and carrying equipment.

The bus will accommodate up to 65 passengers (32 seated & 33 standing). Staff believes the capacity of the 35' bus is the most efficient available for serving peak periods while not being too oversized for smaller loads or for navigating Park City's streets.

The exterior of the buses are being ordered with solid white paint. This solid color will serve as a background for Park City Transit's new graphic theme to be developed with Council and citizen input over the next few months.

Funding the Purchase

This contract will be funded using $555,904 in FTA grant funds and $176,369 in Transportation funds. This purchase was anticipated in the FY 1999 adjusted budget adopted by City Council in June 1999. However, the $694,880 budgeted for these units was taken from grant applications filed by staff in 1998 and is not adequate to cover increases in bus costs since that time. The FTA has indicated they cannot provide additional funding for this purchase. Staff is requesting authorization to spend the additional $37,393 in Transportation funds (for a total City expenditure of $176,369) to purchase the three (3) replacement buses.

D. Department Review: The Office of Capital Management and Budget and Public Works were involved in all aspects of this procurement. The Legal Department assisted in the preparation of the RFP and contract. This report has been reviewed by the City Manager, Legal & Finance.

ALTERNATIVES:

A. Approve the Request: Authorize staff to execute a contract with Gillig Corporation for the purchase of three (3) 35' low-floor buses, in a form approved by the City Attorney. This contract will be funded using $555,904 in federal funds and $176,369 in Transportation funds.

B. Deny the Request: This action would jeopardize $555,904 in federal funding that will lapse September 31st 2000. Staff would be forced to conduct another time consuming procurement process which would likely yield similar results.

C. Continue the Item: Council could continue the item for additional information or discussion. Significant delays (more than a couple of weeks) in executing the contract will jeopardize the spaces we now temporarily hold in Gillig Corporation's production schedule. Losing these spaces may result in post-Olympic delivery dates.

D. Do Nothing: This would have the same effect as continuing or denying the request.

CONSEQUENCES OF NOT TAKING RECOMMENDED ACTION:

If Council should decide to not authorize execution of this contract staff would have to conduct another time consuming procurement that would most likely yield similar results. Park City would lose the spaces it now holds in Gillig's production schedule, delivery of buses would likely be post-Olympics. In addition this delay may jeopardize $555,904 in federal funding which will lapse at the end of September 2000. Transit operations would have to continue operating buses that have neared the end of their useful life, this may result in increased downtime and maintenance costs.

RECOMMENDATION:

Authorize staff to execute a contract with Gillig Corporation, in a form approved by the City Attorney, for the purchase of three (3) 35' low-floor buses in the amount of $732,273.

CONTRACT AGREEMENT

PROJECT: Purchase of Low Floor 35-foot Buses
Park City Purchase Order Number: _____

THIS CONTRACT AGREEMENT, hereinafter referred to as "Agreement", is made and entered into in duplicate this day of **April, 2000,** by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, hereinafter referred to as the "City" and Gillig Corporation, of Hayward, CA , hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City advertised a Request for Proposal ("RFP") for an initial purchase of one (1) with an option for up to eight (8) additional 35-foot Buses, hereinafter referred to as "Buses", according to conditions and specifications in the RFP and all addenda thereto; and

WHEREAS, on March 3, 2000, Contractor did express an interest in providing three (3) Buses for the City with options remaining for up to six (6) additional Buses; and

WHEREAS, the City wishes to procure Buses according to the specifications, terms, and conditions listed in the RFP and all addenda thereto; and

WHEREAS, it has been determined that Contractor was the only responsive and responsible proposer for the Buses to be purchased in the RFP and all addenda thereto; and

WHEREAS, Contractor is willing to furnish Buses in accordance with the terms hereof, and

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

1. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by Utah law. Any suit or action arising from this Agreement shall be commenced and prosecuted in the courts in Summit County, Utah, or the U.S. District Court, in Salt Lake City, Utah, as applicable; and the parties agree to submit to the jurisdiction of those courts. Contractor shall, in the performance of this Agreement, comply with all applicable federal, state and local laws and ordinances, and any other standards or criteria as described in this Agreement to assure quality of services.

2. TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish three (3) Buses, in accordance with the requirements of the RFP including all forwarding and duty charges, to Park City Municipal Corporation, Public Works, located at 1053 Ironhorse Drive, Park City, Utah, by the following schedule: the three (3) Buses are to be delivered no later than October 31, 2001.

Time is of the essence in this Agreement. Contractor's failure to deliver goods on time shall be a material breach of this Agreement.

Contractor further agrees to furnish up to six (6) additional buses, when ordered by the City, in accordance with the RFP and the terms of this contract and it's incorporated documents.

3. PRICE

The purchase price for the Buses shall be Two hundred forty-four thousand and ninty-one Dollars ($244,091.00) per bus as indicated in Contractor price proposal dated March 3, 2000 with the deletion of the Farebox and Argo Tachograph per costs for these items itemized in letter from Gillig Corporation dated March 22, 2000. Alternate #1, air conditioning shall not be included.

The total Award of Contract Agreement at this time for three (3) Buses shall be a total price of Seven hundred thirty-two thousand, two hundred seventy-three U.S. Dollars ($732,273.00), with all items of the buses complying to the specifications of the RFP, including all addenda, Approved Equals and this Contract Agreement. The City hereby agrees to pay Contractor the sum referenced above for the Buses per the terms and conditions of the RFP.

With regard to the City's subsequent purchase of Buses from Contractor, City reserves the right to order buses and equipment over the three (3) year period beginning upon the date of this contract. The prices of such buses and equipment shall be the prices quoted in this execution of this contract. These prices shall remain firm/fixed for any orders issued by City within a period of ninety (90) days of this contract. The price(s) of any buses or equipment ordered by City after the initial ninety (90) day firm/fixed price period shall be that quoted (Base Order Prices) plus any escalation which will be calculated based on the following formula which utilized the US Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 1413, "Truck and Bus Bodies", and is also incorporated in Section I, Paragraph 1.01 of the RFP. The escalation in this index will be used to adjust the Base Order Prices. However, in no event will the price(s) for any bus order exceed, by more than 5 percent, the price that was in effect twelve (12) months prior to the date of the execution of the purchase order.

FORMULA:

Index Point Change	Example
PPI Index: Future Award Month	141.1
Less PPI Index: Base Award Month	137.6
Index Point Change	3.5
Index Percent Change	
Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.6
Change	.0254
Results Multiplied by 100 = Percent Change	2.54%
Base Order Price	$1,000.00
Plus Percent Change (2.54% x $1,000)	25.40
Revised Price for Future Order	$1,025.40

Example:

PCMC awarded it's contract in April 2000 and has received it's initial order of buses. In January 2002, PCMC elects to purchase more buses for delivery in 2003. The published date for PPI-Category 1413 shows an index value of 141.1 in January 2002. (Future Award Month). The index for April 2000 (base award Month) was 137.6. The percentage change in the index values from April 2000 to January 2002 would be 2.54 percent. The buses ordered in January 2002 would be priced 2.54 percent higher than the base award price. This example assumes that the January 2002 order contained no significant equipment modifications when compared with the original order.

4. TAX EXEMPT STATUS

Unless otherwise indicated, the prices shown shall not include taxes of any kind. Park City Municipal Corporation is exempt from Federal Excise Tax under Chapter 32 of the Internal Revenue Code. (Our Registration Number is 87-6000260.) Park City Municipal Corporation is exempt from Utah State sales and use taxes pursuant to the provisions of Sections 11-20-55 and 59-15-06 Utah Code Annotated 1953.

5. CONTRACTOR'S STATUS AND GENERAL RESPONSIBILITIES.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full performance of the terms and conditions of this Agreement unless this Agreement specifically provides otherwise. Contractor shall 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. Contractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract

performance. If, during or after the term of this Agreement, Contractor learns of any actual or potential defect in goods provided under this Agreement, of any problem associated with the results of contract performance, or of any non-conformance with any provision(s) of this Agreement or of federal, state, or local law, Contractor shall inform City immediately in writing with a full description of the defect, problem, or non-conformance.

6. INCORPORATED DOCUMENTS

Attached hereto and made part of this Agreement are related documents hereinafter listed which are hereby incorporated into this Agreement by reference and made part hereof which comprise the Agreement:

A) Original RFP, (Exhibit A) and all addenda thereto;

B) Gillig Corporation Proposal dated March 3, 2000, (Exhibit B);

C) Warranty Coverage included in "Supplemental Documentation" dated March 6, 2000, (Exhibit C); and

D) City's letter authorizing "Notice to Proceed."

To the extent that this agreement conflicts in any way with a proposed form of agreement submitted as part of the RFP, this agreement shall control.

7. COVENANTS AND WARRANTY BY CONTRACTOR

Contractor hereby covenants and agrees that the Buses furnished hereunder will meet the specifications as described in the related documents hereto referenced and confirms the warranty provisions as hereto referenced in the General Terms and Conditions of the RFP and related provisions of the addenda and "Approved Equals" correspondence which are hereby declared and accepted as essential parts of this Agreement, and to accept as full compensation for delivery of the buses the sum as described in Paragraph 3., entitled, "PRICE" above.

Contractor warrants that, unless otherwise expressly provided by this Agreement, all goods provided under this Agreement are new, of high quality, and free from defects in design and manufacture. Goods provided under this Agreement shall be covered by any additional warranty customarily provided by Contractor or by the manufacturer of the goods. Contractor warrants that title to all goods delivered under this Agreement is free from encumbrances of any type.

Contractor shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject to all reasonable times to inspection, review, or audit by the City, its authorized representative, the

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

Contractor shall retain all books, records, documents and other material relevant to this Agreement for three (3) years after its expiration. Contractor 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.

8. REPORTS AND INSPECTIONS

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

9. INDEPENDENT CONTRACTOR RELATIONSHIP

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

In the performance of the services herein contemplated Contractor 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.

10. INSURANCE

Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees, or subcontractors.

"Claim-made" coverage forms are not acceptable.

Certificates of Insurance, including Workers Compensation coverage, acceptable to City shall be submitted to City prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or reduced until at least sixty (60) days prior written notice has been given to City.

Contractor shall provide a Certificate of Insurance evidencing: Professional Liability insurance written on a claims made basis with limits not less than One Million Dollars ($1,000,000) combined single limit per occurrence and Two Million Dollars ($2,000,000) aggregate.

Certificate of Insurance, Approved Equals, page 8 of 84 with Park City Municipal Corporation named as Additionally Insured has been approved as complying with this Section.

11. COMPLIANCE WITH LAWS

A. Contractor, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, and any other standards or criteria as described in this Agreement to assure quality of services.

12. NONDISCRIMINATION

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment 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.

13. PERFORMANCE BOND

Within fifteen (15) days after issuing Notice to Proceed, Contractor shall deliver to City a performance bond in an amount equal to 50 percent of the contract price, excluding any options, and issued by a corporate surety authorized to do business in Utah. The performance bond shall guarantee contract performance throughout the term of the Agreement. Failure to comply with this paragraph shall be deemed a material breach of this Agreement

14. TERMINATION

(A) TERMINATION FOR CONVENIENCE: City may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs including contract close-out costs, and profit on work performed up to the time of termination.

(B) TERMINATION FOR DEFAULT: If the Contractor does not deliver supplies in accordance with the Agreement delivery schedule, or if the Agreement is for services and the Contractor fails to perform in the manner called for in the Agreement, or if the Contractor fails to comply with any other provisions of the Agreement, City may terminate this Agreement for default. Termination shall be effected by serving a written notice of termination upon the Contractor setting forth the manner in which the Contractor is in default. Further, if, after receipt of written notice from City, Contractor fails to correct such failures within ten (10) days or such longer period as City may authorize, City may terminate this Agreement for default. In that event, the Contractor will only be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner of performance set forth in the Agreement. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(C) TERMINATION: City may terminate this Agreement effective upon delivery of written notice to the Contractor, or at such later date as may be established by City, under any of the following conditions: if federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments contemplated by this Agreement, or, if any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

The rights and remedies of City provided in the above "termination clause" related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. 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.

16. 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.

17. ENTIRE AGREEMENT

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

18. PROJECT MANAGER

The City Project Manager for this Agreement is Kent Cashel., Transportation Director. All questions and correspondence relating to this Agreement should be directed to Mr. Cashel, c/o Park City Municipal Corporation, P. O. Box 1480, Park City, Utah, 84060-1480, phone (435) 615-5360.

19. NOTICES

A notice to City will be effective only if it is delivered to City's Director of Transportation, Kent Cashel, P. O. Box 1480 (445 Marsac Avenue), Park City, Utah 84060, or to another individual specifically designated by this Agreement or by City in a subsequent written notice to Contractor. A notice to Contractor will be effective if it is delivered to the individual who signed this Agreement on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated by Contractor in this Agreement or in a written notice to City. All formal notices under this Agreement shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the City:	Park City Municipal Corporation ATTN: Transportation Director 1053 Ironhorse Drive P.O. Box 1480 Park City, Utah 84060-1480
If to Contractor:	Brian Macleod Senior Vice President Gillig Corporation 25800 Clawiter Road Box 3008 Hayward, CA 94540-3008

The address to which mailings may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after it is deposited in the United States Mail as provided above.

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

CONTRACTOR

_____

Name:
Title:

_____

PARK CITY MUNICIPAL CORPORATION

_____

_____

Kent Cashel
Director of Transportation

FID Number: _____

Phone Number: _____

Approved as to Form:

_____

Thomas Daley
Park City Attorney