

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 1, 2004**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meetings at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, April 1, 2004.

AGENDA

Closed Session – Executive Conference Room

3:00 p.m. Property

Work Session – City Council Chambers

4:00 p.m. Council questions/comments
4:15 p.m. Special events budget
4:30 p.m. Public safety facility feasibility study
5:00 p.m. Upper Park Avenue utilities relocation update
5:20 p.m. Art vending in public parks
5:40 p.m. Review of regular meeting:
5:50 p.m. Break

Regular Meeting – City Council Chambers

I ROLL CALL

II COMMUNICATIONS FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF MARCH 11, AND 18, 2004

V CONSENT AGENDA

1. Second addendum to lease for Soaring Wings for space located at the Library and Education Center, 1255 Park Avenue
2. Increase to professional services contract with Galindo Consulting to \$23,000 and authorization to enter into a contract for personnel development services for 2004 in the amount of \$25,000, in a form to be approved by the Legal Department

3. Award of construction contract to Thiede Construction Corporation for the Park City Library expansion project, in the amount of \$267,700, in a form to be approved by the Legal Department

4. Professional services contract with G. Brown Design, Inc. in the amount of \$100,000 for design, construction and installation of the Olympic Legacy Entryway Enhancement Project on Highway 224 in a form to be approved by the Legal Department

VI ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so the location will be announced by the Mayor. City business will not be conducted.

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 8, 2004**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, April 8, 2004.

Posted: 03/15/04
see: parkcity.org

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

April 2004

- 8 **No meeting**
- 15 City-owned buildings – work
 Ordinance – plat amendment for Roosevelt Gap
 Ordinance – LMC amendments – public hearing/action
 Ordinance – amendment to Municipal Code – art vending in public parks
 Resolution amending Section 8.4.4., Golf Fees, included in the Leisure Services
 and Facility Rental Fees outlined in Exhibit A of Fee Resolution No. 17-03 and
 repealing Resolution No. 17-03 in its entirety – hearing/old business
 Boothill Tank contract
- 22 Spiro Treatment Plant ribbon-cutting
 PC Cycling Festival MFL
 Sheriff Dave Edmunds – avalanche program
- 29

May 2004

- 6 Tentative budget - work
- 13 Budget public hearing
- 20 Budget public hearing
- 27 Budget public hearing

June 2004

- 3 Recycling update - work
 Resolution adopting tentative budget
- 10 **No meeting**
- 17 Budget public hearing
 Resolution adopting final budget (no tax increase)
- 24

July 2004

- 1
- 8
- 15
- 22
- 29

August 2004

- 5
- 12 Resolution adopting final budget (tax increase)
- 19
- 26

Arts Council Request – Miners Hospital (public service contract)

Water Service District – Grant of easement from Iron Mountain Associates

City Council Staff Report



Author: Kent Cashel, For the Special
Events Budget Committee (SEBC)
Subject: SPECIAL EVENTS BUDGET
PROCEDURE
Date: April 1, 2004
Type of Item: Work Session -Informational

Public Works

Summary Recommendations:

Council should review and comment on the recommended special event budget procedure. Staff will then include this procedure in the City's budget policies for Council approval as part of this year's budget process.

Background:

Park City plays host to an increasing number of special events with each passing year. The role that City staff plays in supporting these special events continues to increase as well. Special event support has become a significant task for many of the City's department's.

In the past the costs associated with special events were not viewed as significant enough to routinely provide departments with budget appropriations to offset increased costs. In the majority of cases where a budget adjustment was not made fees were credited to expense accounts as a refund of expenses when invoices were paid or when fees were waived departments simply absorbed these costs within their general budget appropriation. However, the number of events and the scope of City involvement in supporting these events continues to increase and the need for a more formal special event budget procedure has become apparent.

In December of 2003 the City's management team formed the Special Event Budget Committee (SEBC) and tasked this group with researching and making recommendations on the following five items:

- The financial impact of special events on departmental budgets.
- Procedures for amending departmental budgets.
- Funding mechanisms for special event budget increases.
- Procedures for tracking and reporting special event costs.
- Adequacy of current special event fees to cover cost.

A complete list of SEBC members may be found in Attachment A.

The SEBC's research and recommendations follow.

Analysis:

The Financial Impact of Special Events on Departmental Budgets

The City's role in supporting special events encompasses a wide range of services. Depending on the size and impact of a given special event the City may be required to provide:

- Police Services (Crowd, Traffic and Access control).
- Transit Services (Enhanced frequency or capacity).
- Parks Services (Field maint., Grounds maint., Trash).
- Streets Services (Street Sweeping, Electronic signage, Barricades).
- Parking Services (Special use of parking, Parking enforcement).
- Building Services (Inspections and Code enforcement).
- Special Events and Facilities Services (Facility leases).

The above list is not all inclusive but provides an overview of the types of services required to support special events. Some of these services can be provided without incremental cost or loss of revenues. However, most special events services have an impact on departmental budgets in the form of overtime labor, equipment, materials or foregone revenue.

In the past, the City has generally not amended departmental budgets to reflect increased costs. Special event fees, collected from event organizers, were credited to expense accounts as a refund of expenses or when fees were waived departments simply absorbed these costs within their general budget appropriation. However, as the number of events and the scope of City involvement in these events increases the related costs increase also. In 2003 special event fees, and their associated costs, were in excess of \$175,000. It is important to note that a large portion of these fees were waived during the event application approval process.

The SEBC has found there is an acute need for a more formal special event budget procedure. The SEBC recommends the following procedure for amending departmental budgets for special event services cost.

Procedures for Amending Departmental Budgets

For budgeting purposes special events can be categorized into two groups:

- Those events that are managed under multi-year contracts with the City (e.g., Sundance Film Festival, Park City Arts Festival.)
- Those year to year or one time events whose size and scope do not justify long term contracts.

The SEBC recommends a separate budget procedure for each of these groups.

Events Managed Under Multi-Year Contracts

For these events the SEBC recommends that Departments request budget adjustments during the first budget year process after these agreements are signed. These budget adjustments will be based upon the level of services outlined in the special event contract and will remain in the budget only for the term of the contract.

Year to Year or One Time Events

For those events for which long term agreements do not exist the SEBC recommends that costs for providing services are estimated and included within the City Manager's review of the event application. These calculations will then serve as the justification for a budget adjustment during the next budget process.

Funding Mechanisms for Special Event Budget Increases

The simplest approach to funding enhanced levels of service provided to a special event would be to charge event organizers for these services using a set of pre-approved fees. However, this simplistic approach ignores the fact that in some cases the City may wish to waive some or all fees in order to retain or attract established events or even to incubate new events. The SEBC recommends that a three-tiered funding approach be adopted to fund special event services. Those three tiers are:

1. Special Event Fees
2. Economic Benefit Offset
3. Other General Fund Resources

Special Event Fees – Pre-approved fees will be set to recoup the incremental cost of providing the City services detailed in an events Master Festival or Special Event application. In the event an organizer requests and receives approval for a waiver of any or all fees the City will first look to an Economic Benefit Offset to provide funding in lieu of the waived fees.

Economic Benefit Offset (EBO) – The economic benefit offset (EBO) of a given event can only be calculated for those events which are known to have a significant impact on sales tax collections and have at least one year of history to analyze.

The EBO of an event is calculated using historic sales tax collection data to measure incremental sales tax growth attributable to that event. In the past Council has indicated a willingness to waive fees for up to half the incremental sales tax gained from major special events. The SEBC recommends that Council formally adopt this 50% waiver limit.

If the Economic Benefit Offset is inadequate (on a fund specific basis) to offset waived fees the City will then look to other General Fund sources to provide funding in lieu of waived fees.

Other General Fund Resources – When the economic benefit of a special event (on a fund specific basis) cannot be calculated or is inadequate to offset the amount of waived fees the SEBC recommends the City identify other general fund sources to offset any waived fees. Staff will communicate available sources to Council or City Manager when presenting Master Festival or Special Event applications that contain a fee waiver request.

Procedures for Tracking and Reporting Special Event Costs

The SEBC found that the City's current method of tracking the financial impacts of special events could be improved. The current method of tracking costs is based solely upon the City's special event fee structure and does not capture all costs.

The SEBC believes the use of special event fees to calculate financial impact does provide a reasonable level of accuracy. However, the SEBC has found that fees do not capture the full range of costs related to event support (e.g., management time, planning meetings and etc.). While all of these costs are not currently charged back to events, the committee recognizes the importance that City decision makers have ready access to the full and true cost of supporting special events. The SEBC has recommended to the City's management team a policy that all special event costs be tracked using a set of dedicated special event account codes. This policy was implemented on February 1st, 2004 and is consistent with expenditure tracking methods utilized during the 2002 Winter Games.

Staff will continue to provide Council with an estimate of financial impact for each event that requires a Master Festival license when that application is presented to Council. Additionally, the tracking of all special event costs through the use of account codes will enable Staff to provide periodic updates of actual special event costs as recorded in the City's financial accounting system.

Adequacy of Current Special Event Fees to Cover Costs

The SEBC believes that it is good practice to regularly review special event fee calculations to ensure that fees are fair and adequate to cover the costs of providing special event services. The SEBC recommended to the City's management team that the Office of Budget, Grants and Debt as part of each budget process conduct a review of all special event service fees. To facilitate this regular review the SEBC also recommends that the fees be included in the City's Fee Resolution, which is reviewed and amended each budget process.

The Budget Office is currently updating the City Fee Schedule and will return to Council in May for review and public input before requesting Council adoption later in June.

It is important to note that special event fees are calculated on the direct cost of services provided (labor, materials, contract services). Indirect costs (e.g., administrative time and overhead charges) have not been included in the calculation of these fees. These indirect costs could be included if Council chooses to direct Staff to do so.

Department Review:

This report has been reviewed and commented upon by the City Managers Office, The City Attorney's Office, Finance Department, Budget, Public Works Dept., Police Dept., and Planning & Building.

Alternatives:

A. Approve the Request:

Council could review and comment on the recommended special event budget procedure. Staff will include Council's comments in a final procedure, include that procedure within the City's budget policies for Council approval during this year's budget process. This is Staff's recommendation.

B. Deny the Request:

Council could deny Staff's request. This is not Staff's recommendation.

C. Continue the Item:

Council could continue the item. Continuance beyond the end of April would severely impact Staff's ability to resolve this issue as part of this year's budget process.

D. Do Nothing:

Council could choose to do nothing

Significant Impacts:

If Council should choose to deny Staff's recommendation departments will be required to continue absorbing unbudgeted special event costs. As City involvement in special events increases this is likely to challenge some department's ability to operate within budget appropriations without reductions in service levels in another area.

Without a more formalized approach for tracking special event costs and foregone revenues the City will be operating without an accurate reporting mechanism of the financial impacts of special events on the City's budget.

Recommendation:

Council should review and comment on the recommended special event budget procedure. Staff will then include this procedure in the City's budget policies for Council approval as part of this year's budget process.

This recommended procedure includes:

1. Formal procedures for amending departmental budgets for special event service costs.
2. A 3-tiered approach to providing funding for special event service costs.
3. A formal mechanism for tracking and reporting special event costs within the City's accounting system.
4. Formal procedures for regularly reviewing special event service fees and the inclusion of these fees in the City's fee resolution.

Attachment A

Special Event Budget Committee (SEBC) Member List

Mark Christensen	Office of Budget, Grants and Debt
Lori Collett	Finance
Chelese Mckee	Finance
Alison Butz	Special Events
Rick Ryan	Police
Ron Ivie	Building
Kent Cashel	Public Works

City Council Staff Report



Author: Chief Lloyd Evans
Subject: POLICE NEEDS ASSESSMENT
Date: April 1, 2004
Type of Item: Informational Update

POLICE DEPARTMENT

Summary Recommendations:

Staff requests that City Council review the initial findings of the Police needs assessment and discuss the next steps to this study, which is the site analysis/examination of sites for a possible consolidated public safety facility.

Description:

Topic: Review of Police Needs Assessment

Background:

On October 9, 2003, City Council approved the award of a contract to CWA, Inc. to complete a Police Needs Assessment/Site Analysis/Examination of Site Alternatives study.

The consulting group completed two (2) visits to Park City to interview and discuss with a wide variety of individuals, including:

- police department staff,
- key city staff
- elected officials

The consultants looked at the current needs of the police department. They measured the current space use of the police department and its related functions to determine if a deficit in needed space existed. A forecast was also made as to what the space needs might be in ten & twenty years. Additionally, they reviewed operations functions of the current police space as compared to current national law enforcement standards, building code requirements and security/safety requirements for public safety facilities.

From these visits, CWA, Inc. and McClaren, Wilson & Laurie, Inc., Public Safety Facility Consultants have completed a draft data for the first phase of this study, the needs assessment. In summary, this phase of the report found that there is a deficit of roughly 7,500 square feet when comparing current police space to police industry standards. Additionally, this phase of the study found that the current configuration of

the police space in Marsac is not optimal. The consultants will make a presentation to council on April 1, 2004 of this initial data.

The approved service agreement amount was not to exceed \$39,000 and requires no adjustment for the second part of this study which is the site assessment/site examination. However the duration of the original agreement will be extended until June 1, 2004, again with no additional costs anticipated.

Analysis:

A goal for this needs assessment was:

- create present and future space needs for the police and related functions
- create present and future facility needs for communications and related functions
- bring factual information to the table to allow for future planning
- philosophical discussion concerning the direction of the public safety facility
- strategic planning of the public safety functions and facilities

This study is providing a base-line report which will produce a more objective planning process as we advance the planning of a future police facility.

The size and placement of a future public safety facility, in whatever form it may take, either a retrofit to an existing building or the development of a new facility, is driven by what services are intended to be provided through that facility. Further, what will be contained within the facility relates directly to the desired level of service to be provided, the desire for self-reliance and the cost-benefit relationship of those desires.

As an example, currently the communications function of the public safety department not only provides police radio dispatching, but also provides 24 hour, 7 day a week walk-in services to all departments of the City. City Hall, police dispatch, has become the point of contact for many types of issues, problems, concerns or emergencies that may occur in the City outside of the regular City business hours. Police radio dispatching could feasibly be done at a remote location from the police facility, however, the after hours customer service element of walk-in assistance for residents and visitors alike would need to be addressed through some other means, such as technology, staffing during dark hours or reduction in current customer service levels by eliminating that service element.

Clearly stated and understood guidelines and philosophies on the levels of service and types of services the City would like the public safety department to provide will be a tremendous help to staff in directing efforts toward addressing issues that surround police and communications operations.

Data collected and reflected within the completed Police Needs Assessment/Site

Analysis/Examination of Site Alternatives study will provide a guide toward good decision making and sound planning to meet future needs as it relates not only to public safety but future City facilities needs as well.

Needs Assessment:

The Needs Assessment is the first phase of this study. During the work session, we will have our consultant, Jim McClaren of McClaren, Wilson & Laurie, Inc. a firm that specializes in Public Safety Facilities within the United States and Canada, make a presentation providing a detailed overview of the information provided in the attached tables. Detailed reports are available for review by contacting Chief Evans. With the assistance of visual aids to illustrate the study process, the findings will cover:

- Current space occupied
- Current space vs current need
- Long range need
- Challenges of current space
- Growth factors as they relate to space needs

As reflected in the attached tables, we show a 2004 deficit in space needs of 7,417 gross square feet. In a ten-year future forecast, that number increases to 10,649 gross square feet. There are means to address the shortages, which will be the focus of the next site evaluation phase.

One very large factor in evaluating the current conditions the police department faces is the fact that the existing spaces are not optimally arranged. The spreading out of police personnel and meeting spaces within the Marsac Building and storage space across the city causes some very unique challenges, some of which may impede meeting national accreditation standards.

Site Assessment:

The second part of this study is to perform an analysis of the following sites to determine suitability for future development of public safety facilities.

- Marsac Building
- North parking lot of the Marsac Building
- 400 block of Swede Alley/possible tie-in to parking expansion
- 1354 Park Avenue-current fire station location
- Shortline parcel next to public works
- Snow Creek parcel

Staff would like to review with City Council this list of locations and make modifications if so desired.

Department Review: The City Manager's Office, Capital Projects and Economic Development and Public Works Director, have reviewed this report.

Alternatives:

Approve the Request: This will allow staff to move into the next phase of the study.

Deny the Request: This alternative would cause delays in completing the study, which would have contractual ramifications.

Continue the Item: Depending upon the length of the continuance, this alternative would cause delays which may have contractual ramifications.

Do Nothing: It is staff's hope that this is not an option.

Significant Impacts:

Funding issues of the total project and selection of a site for consideration of placement of a future public safety facility will present an impact on staff resources. Additionally, impacts of the site analysis will greatly affect the scope and timing of other city-owned projects in the downtown area. Staff will make funding recommendations regarding this and all other CIP projects on May 6, 2004 when the City Manager's recommended budget is presented to City Council.

Recommendation:

Staff requests Council members to review the attached square footage summaries in preparation for the consultant's presentation during work session on April 1, 2004, and discuss with staff the next step which is the site assessment phase of the study.

Site Requirements (Police Facility Only - Without Courts)
All Parking At Grade: Daytime

24% 32%

(Most Site Consuming Case)

Milestones	04	+1	+2	SF/ Space	04	+1	+2	
Police Facility								
Police Administration	4	5	7	350	1,400	1,733	2,279	
Patrol	6	7	10	450	2,644	3,272	4,304	Must retain Take Home Car
Detectives	3	5	6	350	1,050	1,650	2,059	
Communications	3	4	5	350	1,050	1,300	1,709	
Records	2	2	2	350	525	567	635	
Lobby/Meeting Rm.	0	0	0	350	0	0	0	See Public Pkg.
Other Spaces								
Seized Vehicles	0	0	0	450	0	0	0	Off-site
Other Agency Parking	3	4	5	350	1,050	1,400	1,750	
Loading Spaces	1	1	1	550	550	550	550	See Shared Spaces
Public Parking	30	30	30	350	10,500	10,500	10,500	Increases if Courts is added.

Subtotal	51	57	65	18,769	20,971	23,787	
Circulation Factor				1.40	1.40	1.40	
Subtotal: Parking and Circulation Area in SF				26,276	29,360	33,302	
Two Level Building				15,901	18,444	20,170	75% on Main Level
Controlled Motorcourt Entry and Exit				2,000	2,000	2,000	
Wash Rack				0	0	0	
Snow Stack/Water Retention				3,000	3,000	3,000	
Emergency Generator Fuel Tanks				700	700	700	
Trash Dumpster Enclosure / Loading Area				1,500	1,500	1,500	
Subtotal: Site Area Need in SF				49,377	55,005	60,672	

Setback	7,535	7,965	8,483	30 Front', 15' Rear, 5' Sides
Landscaping Area	9,875	11,001	12,134	20% of Subtotal Verify
Total Site Area Need (SF)	66,787	73,970	81,289	
Total Site Area Need (Acres)	1.53	1.70	1.87	

Minimum Acreage Recommended ➡ **1.87**

Square Footage Summary (Existing Police Facility)

Marsac Building (Police)		Off-Site Facilities		"Borrowed" Marsac Spaces	
• Police Administration		• Transit Center		Training Room 769 *	
Chiefs Office	179 *	Offices	760	Lobby	150 *
Chiefs Exec. Assistant	133 *	• Reserve	84 *	Break Room	200 * in MWL Grossing
Lieutenant (Admin)	185 *	• Comm. Support	333 *	Conference Rooms	697 * Used in Summary
Lieutenant	148 *	• Conference Roomms	343 *	Mail Rm.	26 *
Conference	127 *	• Imperial Hotel			
• Records		Offices	Remains *		
Total (In Marsac)	130 *	• Youth Services			
• Dispatch		Offices: Miners Hosp.	Remains *		
Dispatch Center	291 *	• Storage			
Dispatch Super. Ofc.	94 *	Leased (Eguip) Sto #1	192 *		
• Patrol Offices		Leased (Evidence) Sto #2	120 *		
Patrol Sgts. (5 Stations)	221 *	Leased (Uniform) Sto #3	64 *		
Patrol Storage	95 *	Storage	420 *		
Patrol Interview Room	78 *	(Radars/Signs/Barricades)			
Patrol Intake	87 *	Storage	375 *		
Patrol Briefing	156 *	(Public Works: Signs/Barricades)			
Patrol Reports	156 *	*Records (City Archive)	200 *		
• Detective		(*Inserted Placeholder)			
Detective Office	132 *				
Detective (Shared Office)	153 *				
• Shared/Support Spaces					
Conf. Rm.	176 *				
Evidence	97 *				
Subtotal Net Sq. Ft.	2,638	Subtotal Net Sq. Ft.	2,131	Subtotal Net Sq. Ft.	1,842
Circulation Factor	660	Circulation Factor	533	Circulation Factor	461
Subtotal Adj. NSF	3,298	Subtotal Adj. NSF	2,664	Subtotal Adj. NSF	2,303
Grossing Factor	660	Grossing Factor	533	Grossing Factor	461
Comparison Gross SF	3,957	Comparison Gross SF	3,197	Comparison Gross SF	2,763
				Total NSF	6,611
				Total Circulation	1,653
				Total Adj. NSF	8,264
				Total Grossing	1,653
				Total Comp. SF	9,917
				Multi-Floor	2,472
				Equiv. GSF	12,389

Circulation Factor: 25%

Grossing Factor: 20%

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**City of Park City, Utah
Police Facility
Space Needs Assessment
• Draft: February, 2004R •**

Square Footage Summary (New Police Facility)

Milestones →	04	+1	+2	Exist	04	+1	+2	Remarks
	Staff				Area Totals	Area Totals	Area Totals	
Police								
Police Administration	5.0	6.0	6.0	965	1,483	1,857	1,874	
Patrol	23.5	29.1	38.3	1,096	3,001	3,997	5,214	
Detectives	3.0	4.7	5.9	576	883	1,258	1,383	
Communications	8.0	9.4	11.8	481	1,681	2,164	2,223	
Records	1.5	1.6	1.8	445	1,010	1,077	1,159	
Lobby/Meeting Rm.	0.0	0.0	0.0	1,815	2,560	2,560	2,560	
Youth Services				0	0	0	0	Stays at Miners Hospital
Transit Center (other)				0	0	0	0	Remaining Transit (Define)
Imperial Hotel				0	0	0	0	Remains Downtown
Other Conference				1,040	0	0	0	Shared in Marsac
Subtotal: Adjusted Net Square Feet (ANSF):				6,419	10,617	12,912	14,413	

Staff Total: **41.0 50.8 63.7**

Multi floor factor (stairs, elev.)	2	2	2	#	2,400	2,400	2,400	2,400	Allowance 2 Story
Total Net Square Footage					8,819	13,017	15,312	16,813	
Grossing Factor (20% x ANSF)					1,764	2,603	3,062	3,363	
Total Gross Square Footage					10,583	15,621	18,375	20,176	

Secondary Structure								
Warm Storage				1,234	2,081	2,081	2,081	
Evidence/ID Lab				271	1,406	1,805	2,118	

Total Net Square Footage	1,505	3,488	3,886	4,199
Grossing Factor (20% x ANSF)	301	698	777	840
Total Gross Square Footage	1,806	4,185	4,664	5,039

Total Police Only:	12,389	19,806	23,038	25,214
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Comparison Existing GSF **12,389**
Deficit 2004 **7,417**

Additional (If Courts Added)				
Courts Space		2,070	2,070	2,070

Total Net Square Footage	2,070	2,070	2,070
Grossing Factor (20% x ANSF)	414	414	414
Total Gross Square Footage	2,484	2,484	2,484

Total Police Plus Courts:	22,290	25,522	27,698
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Year	2003	2010	2020
Population:	7,371	9,124	12,000
Growth Rate:	24%	32%	

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CWA Architects

City Council Staff Report



Author: Dave Gustafson
Colin Hilton

Subject: Utility Conversion and SID Creation
On Upper Park Ave.

Economic Development &
Capital Projects

Date: 04-01-04
Type of Item: Informational Update

Summary Recommendation:

Review the enclosed information and provide input on the discussion topics listed in the report.

Description:

Topic: Utility Conversion and Special Improvement District for Upper Park Avenue.

Background:

In 2001, the Upper Park Avenue Property Association (UPAPA) requested that PCMC look at the possibility of converting the overhead utilities on upper Park Avenue to underground.

In late 2001, in response to the Council's request for an evaluation of support, UPAPA presented council with a petition requesting the relocation of the utilities in this area. This petition was signed by 70% of the residential property owners polled (45 out of 64 residential properties responded). The petition stated that the financial exposure could be as high as \$11,000 per property.

Under the current proposed schedule, the civil construction project on upper Park Avenue (major road infrastructure, water, sewer, drainage) will be done in the 2004 construction season. Any possible overhead utility relocation would be done in the 2005 season or later. Key to the ability to make this project work well is the inclusion of a coordinated design of empty conduit placement in the 2004 civil construction. Essentially, this will create the pathways and infrastructure necessary for the overhead utilities companies to relocate their lines in 2005 or later. The City Engineer has worked with the engineering/design team doing the civil construction drawings to make allowances for pending design needs from the three overhead utility companies, Utah Power, Comcast, and Qwest.

We are currently receiving more detailed designs and estimates from all three utilities. These design requirements will be integrated into the engineering/design

teams drawings and then communicated to the general contractor, Geneva Rock, for the 2004 civil construction project.

In our last update to Council, we had discussed how a SID (Special Improvement District) would be required to generate the 50% share that the affected property owners would need to cover under City Council's direction. After the Council session and under Council's direction, we met with our legislative representative discuss the possibility of amending the Utah Underground Conversion of Utilities Law, Utah Code Annotated Sections 54-8-1 to 30 ("Underground Conversion Law") to make it more consistent with the Utah Municipal Improvement District Act, Utah Code Annotated Sections 17A-3-301 to 345 ("Municipal Improvement Act"). The following was discussed:

- 1) Pursuant to the Underground Conversion Law, two-thirds of the property owners within the proposed improvement district, and owners of not less than two-thirds in the value of real property, are required to sign a petition requesting the creation of said improvement district. Under Title 17A, no petition is required and the improvement district would be abandoned if protests numbering more than $\frac{1}{2}$ the assessments are filed.
- 2) Under the Underground Conversion Law, property owners within the district will be assessed by one method. Each lot within the improvement district would be assessed in proportion to the number of square feet of such lands and lots abutting. Adjoining, contiguous and adjacent thereto or included in the improvement district, and in proportion to the benefits derived to such property by said improvements. The Municipal Improvement Act, on the other hand, allows the assessment to be calculated by five different parameters – area, frontage, taxable value, lot or number of connections - or by any combination of those parameters.

Under the advisement of our legislative representative, it was decided that we would not attempt to make changes to the Underground Conversion Law during this year's general session. In the meantime, UPAPA has decided to proceed with trying to collect the necessary two-thirds signatures required by the Underground Conversion Law in order to form an improvement district. This decision was made in the event that no changes occur to the Underground Conversion Law during the 2005 general session. Under a GRAMA request, PCMC has provided UPAPA with the most current County mailing list for to assist them with this endeavor.

Analysis

Even though UPAPA has decided to pursue the two-thirds signatures required by the Underground Conversion Law, there are issues involved if they are successful in getting those signatures without any changes to the Underground Conversion Law:

- 1) As the Underground Conversion Law is currently written, the only properties that are expressly exempt from the improvement district assessment would be those properties that are owned by the federal government, state of Utah, or any

county, city, or town. Non-profit organizations are not exempt from the assessment.

- 2) Without any changes to the Underground Conversion Law, the assessments can be based only on the square footage of the benefited properties. This would not satisfy one of the Council's directives requested at our last update.
- 3) Under the Underground Conversion Law, in order to initiate the creation of this improvement district, UPAPA will be required to get signatures from "two-thirds of the owners of the real property and the owners of not less than two-thirds in value of the real property as shown by the last assessment rolls." This task alone will be a challenge since approximately 30% of the property owners in the proposed district are located out of state.

If Council desires to continue to pursue legislative amendments to the Underground Conversion Law, Staff recommends the above issues be addressed as follows:

- 1) The non-profit organizations and other entities exempt from property tax assessment should be exempt from assessment.
- 2) Additional alternative assessment methods, similar to those found in the Municipal Improvement Act, should be authorized.
- 3) Amend the process to initiate, establish, and/or abandon the improvement to mirror the process outlined in the Municipal Improvement Act.

The current estimate for converting the utilities on upper Park Avenue between 7th Street and King Road is \$1.2 million. The estimate does not include the potential cost of easements or the cost to the property owner to provide a trench and conduit from the junction boxes to the service points on their house. All of the structures with overhead utilities will require that the owners replace the existing services and equipment with new underground services and equipment in order to connect to the new system.

At this point, we would also like to make it clear that because of the density of properties and the difficulty and potential cost of acquiring easements on the east side of Park Avenue, it is expected that some of the overhead wires and poles may need to remain in order to get power to some of the properties on the west side Main Street. Roughly eight such overhead stretches would likely remain. These issues will be handled on a case-by- case basis and have no bearing on this year's civil project.

City Council has approved the use of \$400,000 from the Main Street RDA fund to cover costs associated with the 3-phase power distribution. The City has also committed to funding 50% of the remaining balance. Based on current projected costs, this means that property owners inside the improvement district would be assessed a levy to generate \$400,000 (see Table 1).

Total Estimated Project Cost	\$ 1,200,000
(less \$400,000 from Main Street RDA)	\$ (400,000)
Remaining estimated Project Cost	\$ 800,000
City Share	\$ (400,000)
Resident Share	\$ (400,000)

Table 1 - Estimated SID Funding Requirements

If the projected SID levy of \$400,000 proves accurate, and we use the square footage assessment set forth by the Underground Conversion Law, the anticipated contribution by a property owner would be approximately \$1.46 per assessed square foot. This means a property owner with an assessed square footage of 2,500' would be assessed $\$1.46 \times 2,500 = \$3,650.00$. This payment could be spread out over a 15-year period, with interest, if the property owner so chooses.

Proposed Next Steps for Review and Discussion

City Staff has assisted UPAPA in understanding the multiple steps possible. UPAPA currently favors any actions that would limit their need to gather a two-thirds petition. The hope for all parties would be to see some adjustment in the SID creation steps as suggested above. Meanwhile, the civil construction project, including the installation of empty conduits, is proceeding towards 2004 construction with the cooperation of SBWRD and Questar Gas. Actual construction will start in mid-April

Staff would like to discuss with City Council several topics prior to proceeding with next steps. They are as follows:

- 1.) Should staff continue to pursue amending Utah Law 54-8 for the 2005 legislative session?

Staff recommends going forward with the above suggested changes.

- 2.) Should staff begin "conversations" with the property owners where easements will be desired?

This is an unknown and needs to be determined for estimate and assessment purposes.

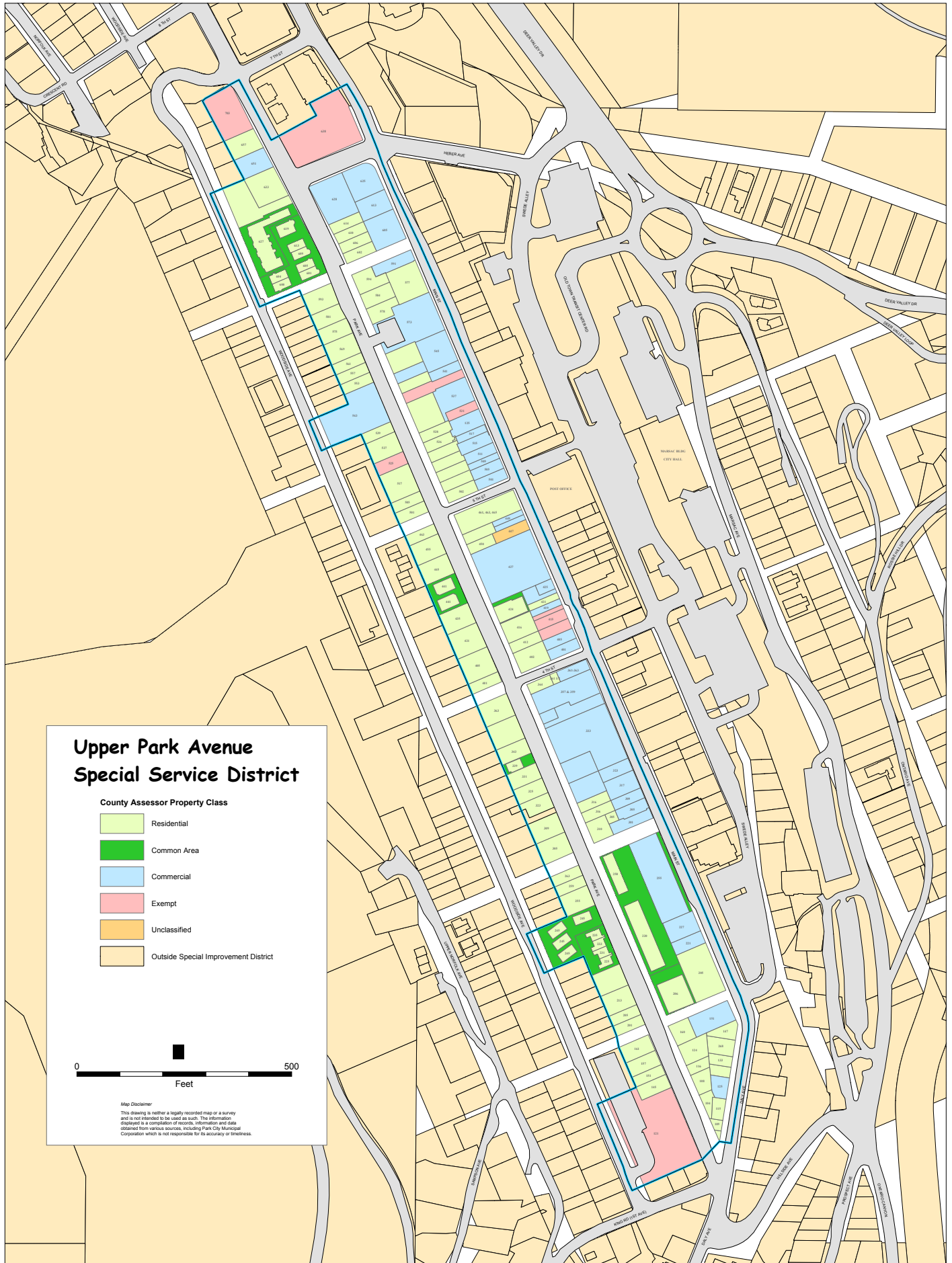
Department Review

The following departments have reviewed this report: Capital Projects; Engineering; Budget; Legal; and Building.

Recommendations:

Review the information and provide input on the discussion topics.

Attached: Map of Proposed Improvement District
 Draft Drawing of Utility Distribution – see separate cover



City Council Staff Report

Author: Mark Harrington
Subject: CITY ATTORNEY
Date: March 29, 2004
Type of Item: Work Session- Legislative



LEGAL DEPARTMENT

Summary Recommendations:

Provide staff with final direction regarding proposed art display and vending in the park space north of the Library.

Description:

Topic:

Art display and vending in public park space.

Background:

This matter was previously discussed before City Council on September 25, 2003 and July 31, 2003. Please see attached meeting minutes. At the July 31 meeting, the Council directed staff to explore the use of the Coalition Parcel for the limited display and sale of art, provided such use was consistent with the open space bond restrictions. The Council did not support use of City Park at this time. The Council also directed staff to make some technical changes in the draft ordinance to clarify several points, including: 1) seasonal display- summer only; 2) three consecutive days a certain number of weekends per year; 3) minimize license application requirements; 4) clarify hours of display; and 5) explore ways to sunset the ordinance with re-adoption so not to create precedent or vesting in the event that the City determines there are adverse impacts that cannot be mitigated.

Prior to the September 25th meeting, staff conducted several meetings to explore how to move forward, including meeting with the Alison Butz, Brian Hess/Arts Council, Linda Tillson and artist Stephen Cornelius. Meetings with staff and Mr. Cornelius resulted in the determination that the Coalition Parcel would not work for a number of reasons: inadequate size, no public restrooms close by, and the likelihood of conflicts with other uses of the parcel. The area to the north of the Library was then identified as a better location, and staff met with Linda Tillson to review that possibility. After review and looking at other areas, including Library parking lot areas and City Park space near Miner's Hospital, adjacent to the tennis courts, and near the new parking lot near the Skate Park, there was consensus that the field space north of the Library would work best. Linda felt the proposed activity could occur on weekends with minimal or no impact to the Library and its parking.

As staff prepared to move forward with that location, the Arts Council, PCMR and Town Lift project applied for and received a Special Event for art vending on private property at the Town Lift plaza for four weekends. The event was modeled after SLC's Mainly Art program. Staff encouraged Brian Hess and Stephen Cornelius to meet to see if their efforts could be combined to avoid duplicative efforts and overlapping events. While their meetings were productive and supportive, both efforts moved forward separately. However, this year, Brian Hess indicates that he will likely refrain from a program at Town Lift and direct artists to the Library location.

Analysis:

At the September 25th meeting, Council directed staff to make several changes and come back well in advance of June for final adoption.

Accordingly, the following final changes are suggested:

1. Friday- Sunday use from June thru September, 8 a.m. to 9 p.m. (reduced from 10 p.m.)
2. Language clarifies the ordinance only applies to artwork for sale. Artists may still set up to paint and/or display only without a permit on public sidewalks and parks.
3. No business fee for individual participants per Council direction on 9/25.
4. Broad definition of "art" but not allowing clothing.
5. Minimized and simplified application and site criteria.
6. City Park is identified as a back up location, the exact location to be determined by the Planning Manager.

Department Review:

Legal, Special Events, Planning and Library staff have reviewed this matter.

Alternatives:

E. Approve the Request:

Direct staff to move forward.

F. Deny the Request:

Direct staff to explore other options, including facilitating and expanding a past program at the Town Lift plaza, or opening up sidewalks and other parks outside of the Historic Districts.

G. Continue the Item:

Provide direction regarding what change in goal/implementation the Council would like to achieve.

H. Do Nothing:

Except for approved Special Events or MFLs, outdoor sale of art on public property would remain prohibited.

Significant Impacts:

Staff and interested parties have focused on a positive and proactive approach to addressing this issue. Mutual goals of effectively using limited public space and promoting art and culture have driven the effort so far. Staff believes the Library area can be utilized with minimal impacts.

Consequences of not taking the recommended action:

No action will likely result in a challenge to existing City vending restrictions.

Recommendation:

Provide staff with direction regarding proposed display of art for sale in the park space north of the Library.

AN ORDINANCE ADDING TITLE 4, CHAPTER 3A, SECTION 7 TO THE MUNICIPAL CODE, REGULATING VENDING BY ARTISTS ON PUBLIC PROPERTY, AND ADDING “ACOUSTIC AND UNAMPLIFIED” TO TITLE 4, CHAPTER 3, SECTION 7 OF THE MUNICIPAL CODE, CONCERNING STREET MUSICIANS.

WHEREAS, Park City desires to allow artists who wish to display and sell their artwork on City-owned property the opportunity to do so; and

WHEREAS, in allowing artists to display and sell their artwork on City-owned property, Park City wishes to protect its and its citizens’ legitimate and important governmental interests, such as, preventing visual blight, addressing aesthetic concerns, allowing reasonable access and sight easements to businesses and residences, allowing for the free flow of traffic, both pedestrian and vehicular, preventing and limiting the exposure of Park City’s citizens to unwanted, unwelcome, and unsolicited messages, without an avenue of escape; and

WHEREAS, Park City acknowledges that these strong compelling governmental interests compete with public and private interests of artists and others in freedom of expression and private commercial interests of artists; and

WHEREAS, Park City wishes to balance these competing interests in a manner consistent with the constitutional protections of the United States and Utah Constitutions; and

WHEREAS, pursuant to U.C.A § 10-8-29, Park City desires, in reasonable time, place, and manner regulations codified herein, to balance those interests, and thereby protect the health, safety, and welfare of the citizens and guests of Park City, preserve the quality of life, preserve the property values and character of the neighborhoods surrounding City-owned property, as well as provide artists with the opportunity to exercise their constitutional rights; and

WHEREAS, Park City further desires to makes it laws clear and concise, and therefore wishes to add “acoustic and unamplified” before “musical instruments” in Section 4-3-7 of the Park City Municipal Code to clarify what type of music a street musician may perform when granted a street musician license; and

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

SECTION 1. FINDINGS: The Council finds that:

1. Under Park City’s Licensing code, a new provision should be added to address the process for getting a license to display artwork for sale on Available City Property;
2. The new section is appropriately added as Title 4, Chapter 3A, Section 7 as “Art Display for Sale on Public Property”;

3. The new Title 4, Chapter 3A, Section shall provide the process by which an Artist may apply for and obtain a license to display his or her Artwork, as defined therein, on Available City Property, as defined therein;
4. In Title 4, Chapter 3, Section 7 “Street Musicians,” the words “acoustic and unamplified” shall be inserted before “musical instruments” to clarify for the public and for street musician applicants that only acoustic and unamplified music is covered under a street musician license.
5. The recitals above are hereby incorporated as findings.

SECTION 2. AMENDMENTS TO TITLE 4 OF THE MUNICIPAL CODE. Title 4 is hereby amended by adding Chapter 3A, Section 7 “Art Display for Sale on Public Property,” and by adding “acoustic and unamplified” before “musical instruments” in Chapter 3, Section 7, “Street Musicians”; as follows:

4-3-7. Street Musicians. Persons playing acoustic and nonamplified musical instruments, performing pantomime, magic, dancing, or any other visual or audible performances with the intent or expectation to receive valuable consideration therefore shall be licensed by the City as street musicians before any such performance. The Finance Department may issue such a license upon payment of the license fee set forth in the Fee Resolution and no license shall be granted for more than ten (10) consecutive days at a time.

4-3A-7. Art Display For Sale on Public Property

It is the purpose and object of this Chapter that the City establishes reasonable and uniform regulations governing the licensing and manner of operations of Artists using Available City Property in Park City. This Chapter shall be construed to protect the legitimate and important governmental interests recognized by this Chapter in a manner consistent with constitutional protections provided by the United States and Utah Constitutions. The purpose of these regulations is to provide for the regulation and licensing of Artists within the City in a manner which will protect the property values of surrounding businesses and neighborhoods, and residents from adverse secondary effects, while providing to those who desire to display their works of art for sale the opportunity to do so. This Chapter also aims to prevent and control the adverse effects of Artists who display their artistry in public places, including without limitation, creating visual blight and aesthetic concerns; blocking reasonable access and sight easements to businesses; preventing the free flow of vehicular and pedestrian traffic in the city's narrow, historic Main Street sidewalks; and forcing citizens to be exposed to unwanted and unwelcome messages, with no avenue of escape. These strong substantial and compelling governmental interests compete with public and private interests in freedom of expression and the private commercial interests of artists and the interests of the public. Therefore, the City desires, in reasonable time, place, and manner regulations codified in this Chapter, to balance those interests, and thereby protect the health,

safety, and welfare of the citizens and guests of Park City, preserve the quality of life, and preserve the property values and character of the surrounding neighborhoods.

(A) **Definitions.** For the purpose of this Chapter, the following words shall have the following meanings:

(1) “Art” means original works of fine art, graphic art and aesthetic objects produced by the licensee. It shall not include (1) any artwork produced by any person other than the Artist displaying the artwork; (2) any artwork purchased or taken on consignment and held for resale, or (3) any clothing..

(2) “Artist” means the creator of the Art who displays his or her own Art for sale.

(3) “Available City Property” means the green space directly north of the City Library which is situated on 1255 Park Avenue, Park City, Utah, owned and operated by the City, and alternatively pursuant to subsection H(1) below, City Park.

(4) “Display” means display for sale (including taking future orders) or with the intent or expectation to receive valuable consideration.

(B) Display for Sale on Sidewalks Prohibited.

No Artist may Display for sale his or her Art on public streets, sidewalks, or public property other than specifically designated Available City Property as set forth in this Chapter. It is unlawful to display Art for sale on publicly owned sidewalks. Furthermore, it is unlawful to Display Art for sale without a license under this Chapter or Chapter 8, in park strip areas, pocket parks, and City-operated or otherwise public parks.

(C) Terms and Conditions.

(1) License Required.

Any person or groups of person intending or expecting to receive valuable consideration for the Display of Art shall be licensed by the City as an Art Vendor before such Display. The license shall be valid each weekend Friday thru Sunday for a test season from June 4, 2004 until September 26, 2004.

(2) Application for License.

An application for a license to use Available City Property for the Display of Art for sale shall be filed with the Finance Department upon a form provided by the Finance Department, which shall include the following information:

(a) The name, address, telephone number, date of birth, and social security number of the applicant;

(b) The names, address, and telephone number of a responsible person whom the City may notify or contact at any time concerning the applicant’s Art;

(c) A brief description of the type of Art to be displayed for sale.

(3) Application Fee.

The City Council hereby waives all license fees for the one season test period.

(4) Issuance of License. The Finance Department shall issue a license upon receipt of a completed application, providing all criteria as set forth in this Chapter are met. The Finance Department shall obtain written clearance for such issuance with and provide a copy of each such issued license to the City’s Planning and Zoning Administrator, or his designee. Use of space by a licensee within Available City Property shall be subject to the designation of the City’s Planning and Zoning Administrator in accordance with the standards set forth in Section 4-3a-7(H).

Upon receipt of an application, all departments required to review the application shall determine within seven (7) days whether or not the application is incomplete in items needed for processing or if the location applied for is not available. Incomplete applications shall immediately be returned to the applicant with a specification of the items which are incomplete or advising that the location applied for is not available. The time for processing applications specified in this section shall begin to run from the receipt of a complete application, as amended by the applicant. Not more than fourteen (14) days after receipt of a fully completed application, the Finance Department shall either issue or deny the license, and shall notify, in writing, the applicant of such issuance or denial. In the case of denial, the Finance Department shall notify the applicant of the reason for such denial. If within that time period, the Finance Department fails to notify the applicant of the denial of the permit, the permit shall be deemed to have been issued.

(5) License Denial/Revocation. In addition to the reasons set forth in Section 4-2-9 of the Park City Municipal Code, the Finance Department may revoke or deny an Artist Vendor license for failure to meet any of the conditions or requirements herein.

(6) Appeals of License Denial. A license denial by the Finance Department may be appealed with five (5) days to the City Manager or the City Manager's designee by written notice of appeal. The notice of appeal shall be filed with the City Recorder. The City Manager or his designee may consider the appeal based upon the written submissions. However, for good cause shown, the City Manager or his designee may also hear oral evidence and argument. The City Manager or his designee shall consider the matter using an error of law standard of review.

(F) **Use of Property/Hold Harmless.** By way of application to the City, all Artists accept the Available City Property "as is" and the City makes no representations regarding fitness for particular purpose or otherwise regarding the suitability of said property. Anyone using Available City Property for Art Display shall indemnify, defend, and hold the City and its officers and employees harmless for any loss or damage, including attorney's fees, arising out of the use of such property. This obligation shall not extend to any claims for loss, damages, or injury sustained by any person or persons, to damage to property, or to expenses, including reasonable attorney's fees, incurred thereby, resulting from actions or omissions not within the artist's reasonable control or to the acts or omissions to act by the City, its officers and employees, or other third persons.

(G) **Number and Spacing of Artists Per Available City Property.**

The maximum number of artists that may display or perform at the same time on any Available City Property is twenty-five (25).

(H) Location Restrictions.

The Planning and Zoning Administrator, in designating areas within Available City Property, shall take into consideration the interests (i) of providing artists reasonable opportunities for self-expression, (ii) of providing reasonable opportunities for the public to experience the artists' work, iii) of the public to peaceably enjoy the intended open space of the City's parks, and (iv) of adequately maintaining park vegetation and properties. No Artist may Display Art for sale within Available City Property except within areas designated by the Planning and Zoning Administrator.

(1) Special Events. No Artist shall Display Art for sale within one hundred feet (100') of the boundary of a location in a Special Event License issued by the City under Title 4, Chapter 8 of the Park City Municipal Code. However, during Special Event or Master Festivals, Artists may Display at a location included in a Special Event or Master Festival License if the Special Event or Master Festival Licensee grants written permission. Furthermore, the City expressly reserves the right to relocate Artists to other Available City Property during the period of a Special Event or Master Festival.

(2) Exception. The restrictions of this Chapter notwithstanding, nothing herein shall prohibit the City from authorizing persons to temporarily Display Art for sale, or conduct outdoor sales on public property, or other such areas as the City may deem appropriate, pursuant to Park City Municipal Code Section 4-3-10, or during Special Events or Master Festivals. Special Event and Master Festival vendors shall not be governed by this section, but shall be governed by Title 4, Chapter 8 of the Park City Municipal Code.

(I) Space Restrictions. No Artist may Display Artwork for sale directly on the surface of any sidewalk or on top of a trash receptacle. No Artist's display may exceed five feet in height from the ground or ten feet by ten feet in area, including a tent or other structure. Displays should be off the ground in a manner so as not to damage the lawn or other vegetation. No artist shall use any area other than the area immediately beneath the surface of the Display area for the storage of items for display. Artists may have a container for tips. Set-up shall not occur prior to 8:00 a.m. each day. All Artwork, stands, and other equipment, associated debris and structures shall be removed from Available City Property no later than 9:00 p.m. each night.

(J) Rights Granted. The approval of any location for use of Display by Artists shall not be construed as granting the user any property right or interest to or in any property owned by the City. The rights granted by this Chapter are subject to the provisions of this chapter and other applicable law. Artists displaying their art shall be present at all times when on display. No agent, employee, or other representative shall sell any artwork of an Artist.

(K) **Violaton/Removal.** If at any time the City determined that an Artist's use of Available City Property or the Display placed thereon is not in compliance with the requirements of this Chapter or other applicable law, a civil notice of such violation shall be issued to the artist by an authorized City official. If, after receipt of such citation, an Artist fails or refused to remove any such display in violation, the City may, after consultation with the City Attorney or his/her designee, impound such display. Although prior notice of such impoundment shall not be required, the City shall take reasonable efforts to promptly notify the Artist following impoundment. The owner of any impounded display shall be responsible for the expense of removal and storage of such display. If the owner fails to reclaim the impounded display and pay the expenses of removal and storage within thirty (30) days after notice of impoundment, the display may be deemed unclaimed property and may be disposed of pursuant to law.

(L) **Emergency Removal.** In the event that a City official or the City police or Fire department determines that an Artist's use of Available City Property or the Display placed thereon constitutes an immediate physical threat to public life, safety, or health, the display or performance may be removed from the City immediately, without any prior notice or hearing. This provision shall not be enforced in any way related to the content or expression of the material displayed by the Artist.

(1) **Notice and Hearing.** In the event of such emergency removal, the City shall immediately contact the Artist or his/her representative if the Artist has filed with the City's Finance Department the name, address, and telephone number of the Artist's representative whom the City may notify or contact at any time regarding the Artist's Display. The City shall inform the Artist or his/her representative of the removal and the reason(s) therefore. If requested by the Artist or his/her representative, the City shall hold an expedited hearing before the City Manager or his/her designee to determine whether the removed Display constituted an immediate threat to the public's life, safety, or health. In the event that the City Manager or his/her designee determines that the display did not constitute such an immediate threat, the City shall forthwith, at its own expense, replace the display at its location.

(2) **Appeal.** The Artist or his/her representative may appeal any decision or order to the Mayor or the Mayor's designee. Any appeal shall be filed in writing within ten (10) days of the decision with the City Recorder and shall specify the basis for appeal. The Mayor or the Mayor's designee may consider the appeal based on written submissions; however, for good cause shown, the Mayor or the Mayor's designee may also hear oral evidence and argument.

(M) **Penalties.** Any violation of this Chapter shall constitute a civil violation and may subject the licensee to revocation, suspension, or non-renewal of a license granted hereunder by the City. Three or more violations within a one-year period shall constitute a Class "B" misdemeanor.

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MARCH 11, 2004**

Present: Mayor Dana Williams; Council members Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan

Tom Bakaly, City Manager; and Eric DeHaan, City Engineer

1. Council questions and comments. Jim Hier stated that he discussed with Myles Rademan the concept of establishing a citizens forum for various interests. He proposed assigning two Council members to regularly meet with groups like the Main Street Business Alliance, homeowners associations, lodging community, board of realtors, etc. He asked if there is support among Council members; there was consensus to proceed with the program. The Mayor reported on his trip to Washington DC with Candace Erickson and Tom Bakaly which was very productive. He thanked Chief Lloyd Evans for the update of the various activities conducted by the Police Department, which should be publicized. With regard to the reconstruction project on upper Park Avenue, slated for action tonight, the Mayor acknowledged the cooperation between utility, other service providers, and staff.

2. Review of regular meeting – award of upper Park Avenue construction contract. Eric DeHaan explained that staff is recommending the award of a construction contract with Geneva Rock Products, Inc. in the amount of \$2,258,135 for the upper Park Avenue project. The design contract was approved in August 2001, and in January 2002, Council was asked for direction on the construction schedule. After deliberation and considering input from the property owner association, it was decided to postpone the earlier construction date in order to establish a strategy for the relocation of overhead utilities underground. Additionally, the design includes a sidewalk from Heber Avenue to King Road, designated parallel parking spaces, and landscaped strips, which will also accommodate underground utility boxes. He continued that in October 2003, the City Council approved a revision to the design engineer's contract to incorporate these features and the capital project was prioritized and budgeted. Seven bids were received by February 24, 2004. They were carefully evaluated and the bid abstracts are included in the meeting packet and available to the public.

Funding sources include the General Fund, Capital Improvement Fund, Main Street RDA, and Water Fund. The urgency to conduct the project this summer is prompted by the Snyderville Basin Water Reclamation District's interest in replacing the sewer line. Its share of related trenching, back-fill and paving costs will be reimbursed to the City. Mr. DeHaan stated that the bid amount slightly exceeds the available budget amount, but this reimbursement will bring the City's net costs back within budget.

The City Engineer pointed out that upper Park Avenue is within the soils mitigation district and affected by mine waste placed there over its 120 years of history. This will

result in the need for special inspections to monitor any heavy metals and there will be additional costs incurred with the special handling of these materials, when and if encountered. This has the potential to increase inconveniences to the neighborhood. Questar Gas is also a partner; the current gas line meanders upper Park and the realignment will bring gas parallel to other service lines.

He again recommended that Council approve the construction contract to Geneva Rock Projects, who successfully completed the Woodside Avenue construction project, in the amount of \$2,258,135. There was discussion about change orders for the Woodside Avenue project, which actually came in under budget. Mr. DeHaan explained that change orders are anticipated in this contract and there is \$350,000 budgeted to handle soils. The purchase policy provides that change orders beyond 5% of the contract amount must return to Council for approval. In response to a question from Marianne Cone, the City Engineer responded that heavy metals were not found on Woodside Avenue. Tailings were relocated from Prospector to Park Avenue many years ago. There will be both additional expense and delays associated with remedying the environmental situation.

There is provision in the contract with regard to working in sections to eliminate large open trenches in the street. He advised that as a part of the Flagstaff development agreement, Marsac Avenue will be reconstructed which will create more traffic on Main Street and Swede Alley. Mr. Hier asked about the construction traffic routing. Mr. DeHaan explained that Swede Alley and lower Park Avenue will be affected by the truck trips, not Hillside. He clarified for the benefit of the Mayor, that Park Avenue residents will be encouraged to park overnight in Swede Alley in the event that access to their driveways and/or street parking is not available. On April 1, a work session will be held regarding the formation of a special improvement district. Mr. DeHaan pointed out that in the event there is a cost savings from the budgeted amount, the money must be returned to the funding source. He described in detail the proposed high cut curb and sidewalk and the effect on street parking. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 11, 2004**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, March 11, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; and Eric DeHaan, City Engineer.

II COMMUNICATIONS FROM COUNCIL AND STAFF

The Mayor thanked Jan Scott for her Marsac Building remodel efforts and suggested that at some point, an open house could be held to showcase the improvements.

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

None.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF FEBRUARY 19, 2004

Candace Erickson, "I move we approve the work session notes and minutes of the meeting of February 19, 2004". Joe Kernan seconded. Motion carried unanimously.

V OLD BUSINESS

Award of Upper Park Avenue Construction Contract to Geneva Rock Products, Inc. in the amount of \$2,258,135.20 – Eric DeHaan referred to the detailed work session discussion. The project was properly bid and advertised and represents a commitment to the complete reconstruction of utilities and surface improvements to upper Park Avenue. The Mayor invited anyone in the audience to comment, but there was no public input. Jim Hier, "I move we approve the award of the construction contract for the upper Park Avenue reconstruction to Geneva Rock in the amount of \$2,258,135.20". Candace Erickson seconded. Motion unanimously carried.

VI ADJOURNMENT

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

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MARCH 18, 2004**

Present: Mayor Dana Williams; Council members Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan

Tom Bakaly, City Manager; Jerry Gibbs, Public Works Director; Alison Butz, Special Events and Facilities Manager; Myles Rademan, Public Affairs Director; Craig Sanchez, Director of Golf; Clint Daley, Golf Course and Parks Superintendent; Kathy Gammell, Water Manager; and Ken Fisher, Recreation Manager

Jeff Frost, Blue Wolf Events

2. **Council questions and comments.** Joe Kernan reported he was contacted by Andre Shomontoff, who is urging the City to consider using bio-diesel; Telluride has a bio-diesel bus. Jerry Gibbs responded that the City continues to look at fuel alternatives and he has contacted agencies in Vermont who have used bio-fuels successfully. However, bio-diesel fuel tends to gel in cold temperatures and the City's fueling facility is off-site and part of a co-op group. Mr. Gibbs indicated that he would follow-up with Mr. Shomontoff.

2. **Sustainable communities.** Ms. Butz explained that this initiative is intended to look at goals and programs that support economic, social and environmental considerations of the City. The staff report contains efforts already taken that support this concept like recycling, wind power, light sky ordinance, soils ordinance, open space preservation, etc. Staff also looked at sustainability groups established in other communities, which are often non-profits. She suggested meeting with interested community members with expertise in various areas and at this point, it is not recommended to form a committee. Once goals and programs are identified after a few meetings, recommendations will be presented to Council for its review.

Kay Calvert asked if there is any benefit in involving the Leadership Class. Mr. Rademan explained that staff has been careful about not charging participants with tasks, which is not a function of the Leadership program. That is not to say that sustainability can't be discussed with the group. He felt that the role of the City is to facilitate dialog on these issues and being careful about not taking ownership of every topic. Kay Calvert clarified that her comments related to the Summer Tour not Leadership and learning from other communities. Candace Erickson expressed that sustainability could be addressed as simple guidelines as part of our General Plan, as opposed to creating another program or entity. The General Plan is reviewed from time to time, and goals can be identified, or standards can be adjusted. Ms. Calvert agreed and felt that the City is already accomplishing a lot in this area. Marianne Cone also concurred and felt that if the City promotes sustainability, that it may better foster public support. The Mayor commented that he has been researching the topic, and feels that

sustainability should be focused on a neighborhood level. He suggested bringing in people from other communities and hosting a panel discussion. Myles Rademan summarized Council direction to be to support staff recommendations by meeting with local experts and then holding a community meeting, with speakers, to promote the philosophy of sustainability.

3. Park City Cycling Festival. Alison Butz explained that this event is planned for August 12 – 22, 2004 and races are contemplated to be held in lower Deer Valley. There will be road and criterium races and each evening, an awards ceremony will be held on the Town Lift Plaza. The time trial event will be held on Antelope Island.

Applicant Jeff Frost, Blue Wolf Events, explained that the National Championships for both masters and juniors have been held in a number of different cities. It was decided to focus on a 10 to 12 day festival to bring all athletes to one community, which may total 1,800 masters and another 1,000 juniors. The United States Cycling Federation supports the proposal and has made a three-year commitment to the event. Ms. Butz described in detail, the road race route, which begins here, continues to the Kamas area, and then back to Park City. Park City police officers will only be monitoring traffic at intersections while the caravan is moving through and delays will be minimal. The criterium, which is a loop, will be held in lower Deer Valley where a lane will be designated for the racers. She explained that staff is recommending that Deer Valley Drive be one-way during those days from 7:30 a.m. to about 4 p.m. With regard to the Empire Pass construction route, it is proposed to direct that traffic to Marsac Avenue on the four days of the criterium. This would eliminate conflicts with bikes and trucks. She added that neighbors will be notified and there will be two open houses on March 25 and March 31 to discuss the course and related impacts. A test run on the course is also planned on June 11 from 5 p.m. to 9 p.m. to fine-tune procedures. In response to a question from Jim Hier, Mr. Frost responded that the plan anticipates three days of one-way traffic in Deer Valley. Alison Butz added that the June 11 event requires a separate MFL; both approvals are tentatively scheduled on April 22. The Mayor suggested releasing public service announcements on closures or delays. The Council unanimously supported the event.

4. Review of the regular meeting:

Golf fees. Craig Sanchez explained that staff is proposing to increase fees for the 2004 season and referred to information in the staff report. It is recommended to increase fees by \$2, which will assist in maintaining the quality of the course. The report contains fees from other facilities in the state and he acknowledged that Park City is on the high end. A round of golf for a resident, without a cart, would be \$33 and he pointed out that cart revenues have leveled off because more players are walking. Seventy-five percent of play is local which is more common at semi-private courses than public courses.

Clint Daley stated that last year's projects included rebuilding and adding bunkers. Future improvements include upgrading the 20 year-old pump stations. The new

technology will save money in the long term and it is critical to have a dependable pumping system. Improving forward tees, the cart path system to better protect the course, landscaping the No. 1 Tee, and adding rest rooms and benches are projects that Council will evaluate in early 2005.

Candace Erickson expressed her need to be able to justify the increase to patrons with assurances of specific improvements. Mr. Sanchez advised that the course has changed its accounting procedures to comply with GASBE 34 to fund depreciation. This reflects approximately \$225,000 in the annual budget, which is a concept that is difficult to explain to golfers. Clint Daley continued that projects for this year include landscaping the No. 1 Tee and installing tee signs and benches. Staff is also exploring purchasing electric mowers, which are quiet and environmentally sensitive. In response to a question from Ms. Erickson about cart path improvements this season, Mr. Sanchez indicated that is a future project.

Council member Hier asked the status of purchasing the pro shop from the owners of the Park City Hotel, and Mr. Sanchez relayed that a purchase price has not been agreed upon. The City's estimates the value to be \$560,000, while the Hotel feels it is \$1.1 million. Staff requested information about eight months ago on how they arrived at that number and have not heard back. The City has not paid anything to date for occupying the space. It was clarified that the City purchased underground parking at a cost of \$1.1 million, which can be depreciated. Mr. Hier pointed out that revenues are addressed in the report but not expenditures. Craig Sanchez discussed the 1998 Wikstrom Report, which identifies target percentages for program revenues. He discussed percentage ratios for revenues and expenditures meeting the Wikstrom criteria, but Mr. Hier requested real numbers for forecasted expenses.

Ms. Erickson asked the consequences of continuing this item to April 1. Mr. Sanchez explained that season passes represent about 20% of revenues but are typically purchased in April and May and a delay shouldn't affect negotiating the lodging packages. Joe Kernan believed that since increases are incrementally planned, that many golfers could anticipate an increase. He suggested that with next year's more dramatic improvements, that it may be beneficial to provide Council with information sometime in February so there is enough time to involve the public. Mr. Sanchez advised that the debt payment will be reconciled by next year. Marianne Cone asked if increases could be delayed until next year so that a public relations plan is implemented. The Director of Golf explained that when fees were increased last time, the major focus was the elimination of senior passes, not fees and it is critical to continue to maintain the quality of the course. He reiterated his major concern with meeting the requirements of funding depreciation and stated that he has no problem with continuing this item so that expenditures are better defined. The Golf Course Fund is an enterprise fund, which is solely funded with user fees. There was discussion about the lack of opportunities for the golfing public because of the policies and pricing of private facilities. There was consensus among Council members to continue this item to April 1.

Spiro Water Treatment Plant. Kathy Gammell explained that Montgomery Watson has performed some conceptual design work, an evaluation of certain sites for the clear well, and also negotiated matching funds with the Corps of Engineers for the project. She explained that a clear well is a basin underneath the plant that contains the “finished” water. The water is treated at the filter and flows into the clear well for storage, where it is blended with bulkhead Theriot Springs water.

Pool improvements. Ken Fisher explained that staff is recommending approval of a contract to replaster the lap pool in the amount of \$23,976. It is typical to replaster every seven to ten years and 13 years have elapsed, making the pool a high priority. Three bids were received and staff is recommending the contract award to Dolphin Pool. Although it isn't the lowest bidder, Dolphin offered to perform additional services like acid washing and grout work. In response to a question from Council member Erickson, the lap pool is structurally sound.

See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 18, 2004**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, March 18, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; Lloyd Evans, Chief of Police; and Brooks Robinson, Planner.

II COMMUNICATIONS FROM COUNCIL AND STAFF

None.

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

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda.

1. Empire Pass construction traffic - Bill Hummer, Prospect Avenue resident, stated that he is a member of the Marsac Avenue Corridor Committee. He expressed his appreciation to City officials on requiring Empire Pass construction traffic to use Royal Street. He explained that the group met with representatives of the Empire Pass project, which is phased over the next three to five years. He again acknowledged the efforts made to make Marsac safer for residents and pedestrians.

Alan Schueler, 9 Prospect Avenue, indicated that construction traffic still descends Marsac Avenue. Brooks Robinson explained that staff has been working with the new owners of the project on a construction mitigation plan. There may be construction vehicles coming from Silver Lake, which are not governed by the same stipulations. Some of the features of the mitigation plan is to man a check-point to monitor and provide maps to contractors for routing. Jim Hier pointed out that SR224 is a state-owned road and Park City has no enforcement powers. The agreement is between the City and the developer with the belief that the developer has some ability to direct his contractors. In response to a comment made by someone in the audience, Jim Hier stated that this is a cooperative approach. The Mayor also acknowledged that construction vehicles working in Silver Lake will probably travel Marsac Avenue. Mr. Schueler urged Council to make sure that the developer complies with the terms of the agreement.

2. Wasatch and Summit County Children's Justice Center – Marcy Mason, Director, thanked Council for its critical funding through a special service contract. She acknowledged the Mayor's, Chief's, and Detective Mary Ford's support. The center opened in July 2001 but the lease has expired and another site has been secured in

Heber. Over a half acre of land has been donated and in-kind work and materials committed by local contractors and businesses. She invited the Council to the ground-breaking ceremony, which will be held Friday, April 2 at noon.

3. Local rehabilitation facility – Thomas Hill, resident, stated that he contacted the Mayor last week about providing a rehab center for alcoholics and drug addicts in the area. He has also contacted Valley Mental Health who thinks it is a good idea. There is nothing available in Wasatch and Summit Counties, only Salt Lake, Provo and Orem. He lost a friend to alcoholism this week, and is willing to do what it takes to do something here. Ms. Calvert asked if the facilities he referred to are publicly or privately owned. Mr. Hill was not sure. As liaison to the Board of Health, Council member Erickson volunteered to follow-up on this with Valley Mental Health and will report back to Mr. Hill.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MARCH 4, 2004

Kay Calvert, “I move to approve the Work Session Notes and Minutes of March 4, 2004”. Marianne Cone seconded. Motion unanimously carried.

V RESIGNATIONS AND APPOINTMENTS

Three appointments to the Police Complaint Review Committee for one term expiring June 30, 2005; and two terms expiring June 30, 2006 – Chief Lloyd Evans thanked Council for support of this program and added that he is looking forward to working with the appointed members and getting to work. The Mayor relayed that Council interviewed 12 qualified applicants and he recommended the appointment of Gerald Bush, Jill Shienberg and Christina Sally. Jim Hier, “I move approval of the selections for the Police Complaint Review Committee”. Kay Calvert seconded. Motion unanimously carried. The City Manager advised that the two staff appointees are Colin Hilton and Gary Hill. There was discussion about assigning terms for initial appointments. Chief Evans suggested that terms could be decided by members at the first meeting, and Council agreed that would be appropriate.

VI CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving a plat amendment to the Roosevelt Gap Subdivision (motion to continue) – Kay Calvert, “I move to continue”. Jim Hier seconded. Motion unanimously carried.

2. Ordinance amending Ordinance No. 90-28 and the Risner Ridge II Subdivision plat limiting maximum house sizes – Planner Brooks Robinson explained that this action amends Ordinance No. 90-28 so that conditions for both phases of Risner Ridge are consistent. It was always the intent to establish the same maximum house size for both phases but the ordinance language was not clear and approval of the amendment is recommended. The Planning Commission held a public hearing; there was no comment and forwards a positive recommendation to the City Council. There was

discussion about a height dispute in the neighborhood. The Mayor invited the public to comment.

Paul Boyer, President of the Home Owners Association, explained that the Association was able to use its CC&Rs to scale down the height on the home, but this situation precipitated this amendment. He emphasized that the Association is not proposing implementing any new limitations or conditions on the homes or lots in the Risner Ridge Subdivision. The provision limiting floor area to 5,500 square feet has always been part of the CC&Rs, which were recorded in 1989 and 1990. A supplemental declaration was subsequently approved by the Association in 1994 to include all of the terms of Ordinance No. 90-28 for both phases.

3. Resolution amending Section 8.4.4., Golf Fees, included in the Leisure Services and Facility Rental Fees outlined in Exhibit A of Fee Resolution No. 17-03 and repealing Resolution No. 17-03 in its entirety – Jim Hier, “I move to continue this item”. Joe Kernan seconded. Motion unanimously carried.

VII CONSENT AGENDA

Marianne Cone, “I move approval of Items 1, 2 and 3 and to continue Item 4 to a date uncertain”. Jim Hier seconded. Motion carried unanimously.

1. Ordinance amending Ordinance No. 90-28 and the Risner Ridge II Subdivision plat limiting maximum house sizes – See staff report and public hearing.

2 Authorization to the City Manager to enter into a contract with Dolphin Pool & Spa in the amount of \$23,976 to replaster the lap pool at the Racquet Club in a form approved by the City Attorney – See staff report and work session notes.

3 Authorization to staff to enter into a professional services agreement with Montgomery Watson Harza in an amount not to exceed \$171,000 for design of the Spiro Water Treatment Plant clear well and associated plant modifications – See staff report and work session notes.

4 Resolution amending Section 8.4.4., Golf Fees, included in the Leisure Services and Facility Rental Fees outlined in Exhibit A of Fee Resolution No. 17-03 and repealing Resolution No. 17-03 in its entirety – See staff report and work session notes. Item continued to a date uncertain.

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager. Candace Erickson, "I move to close the meeting to discuss personnel and property". Kay Calvert seconded. Motion carried unanimously.

The meeting opened at approximately 4 p.m.

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

Prepared by Janet M. Scott

City Council

Staff Report

Author: Alison Butz
Subject: 2nd Lease Addendum –
Soaring Wings Montessori
Date: April 1, 2004
Type of Item: Administrative –
Lease Authorizations



Special Events and Facilities
Department

Summary Recommendations:

Staff recommends that Council approve the Second Addendum to the Soaring Wings Montessori Lease, thereby allowing for the Library expansion.

Description:

Topic:

Review the draft addendum between the City and Soaring Wings Montessori.

Background:

On April 24, 2003, Council received a presentation in public session from the Library regarding an expansion, and at that time seemed positive regarding the proposed budget option. Staff moved forward with the negotiations to take effect as of July 1, 2003. The FY 2004 budget, approved by Council, allocated money for the Library expansion. Plans for the expansion focused on extending the Library across the first floor hallway into Room 105 and 106.

After an extensive series of design workshops, held in December 2003, a preferred Library expansion option was settled on. Various stakeholders representing the Library Board, Friends of the Library, Library Staff, and the public at large all preferred and lobbied for a design option that will require the relocation of several tenants. This relocation will allow for an expansion that does not isolate any particular area.

Analysis:

The City will be expanding into Room 109, currently leased by the Montessori. The Montessori has agreed to release the room in June, allowing for the renovations to proceed. Prior to the release of Room 109, the Montessori will reorient access into the classroom to use the door into the stairwell. This will minimize the noise and dust impacts as well as allow the construction to proceed in a timely manner.

The attached lease and the addendum will be in effect upon execution.

ALTERNATIVES

- A.** Recommend the lease addendum, thereby allowing the release of Room 109 in June, which will in turn allow for the Library expansion, be approved.
- B.** Modify terms of the addendum and approve in order to allow for the Library expansion.

- C. Recommend denial of the addendum thereby preventing the expansion of the Library into Room 109 before August 1, 2004.
- D. The City Council may continue the action for more information and discussion.

RECOMMENDATION:

Staff recommends that Council approve the addendum thereby allowing for the Library expansion.

Exhibits

Exhibit A – Second Addendum to the Lease Agreement Between Soaring Wings Montessori and Park City Municipal Corporation

SECOND ADDENDUM TO THE LEASE AGREEMENT BETWEEN SOARING WINGS MONTESSORI SCHOOL, INC. AND PARK CITY MUNICIPAL CORPORATION

THIS SECOND ADDENDUM is made by and between Park City Municipal Corporation ("Landlord") and Soaring Wings Montessori School, Inc. ("Tenant") to amend the Lease Agreement signed and executed by the parties on July 1, 2002 ("Lease") as amended and to set forth the terms and conditions under construction of the Library Expansion will proceed in the Carl Winters Building (hereinafter referred to as the "CW Building") subject to the Lease, as amended. The parties agree as follows:

1. Property. The leased space includes the following property on the first and third floors of the CW Building: Room 109, Room 302, Room 305, Room 307, Room 308, Room 309, Room 310 and Room 313, containing approximately four thousand, one hundred sixty (4,160) square feet. On June 16, 2004 Room 109 will be subtracted and the leased space will decrease to approximately three thousand, six hundred eighty-five (3,685) square feet. Tenant shall also have non-exclusive use rights to a passenger drop-off area in the front of the building and parking in the lot east of the building. Tenant shall have exclusive use rights to the Preschool Playground southwest of the building from 8:30am to 10:00am and from 11:00am to 12:30pm and nonexclusive use rights at all other times. The Park City Cooperative Preschool has scheduled use of the Preschool Playground between 10:00am to 11:00am. Other tenants of the CW Building may use the Preschool Playground provided that:

- (A) The use does not conflict with previously scheduled use by other Tenants;
and
- (B) The user takes full responsibility for clean up and repair of any damages.

Tenant shall also have access to the public bathrooms in what is currently or soon will become the library portion of the CW Building.

2. Rent. The rent for the remaining leased space shall be as follows:

- (A) Rate: On July 1, 2004 the annual rent will be Sixty-Two Thousand, Six Hundred Four Dollars and Forty-Seven Cents (\$62,604.47).
- (B) Rent Reduction: The current lease year rent shall be reduced by Two Thousand Two Hundred Sixty Eight Dollars and Ninety-Two Cents (\$2,268.92) to compensate for the Library Construction.
- (C) Payments. Beginning April 1, 2004, the monthly rent shall be reduced to Four Thousand Eighty-Four Dollars and Twenty-One Cents (\$4,084.21). Rent shall be due on the first of each month, and past due if not paid by the tenth (10th) of the month. On July 1, 2004 the annual rent shall be paid in twelve equal monthly installments of Five Thousand, Two Hundred Seventeen Dollars and Four Cents (\$5,217.04).
- (D) No Deposit is required.
- (E) Rent Adjustment: The annual rent for the remaining leased Rooms shall increase 5% on July 1st of each year with the increase beginning on July 1, 2005. For example, annual rent shall increase to \$65,734.69 on July 1, 2005 and \$69,021.42 on July 1, 2006.

(F) Credit for Early Payment. If the Tenant pays the Landlord the first annual rent by July 10, 2004, then the rent for the first year will be reduced by four percent (4%). This reduction includes the anticipated interest earnings on the early payment and credits it to the Tenant. If the Tenant pays any subsequent annual rent on or before July 10th, then rent for that year will be reduced by four percent (4%).

3. Construction Access. Access to Room 109 will be through the south stairwell and will utilize the side door into the classroom. The current entrance into the classroom will be sealed to minimize dust and construction noise.

4. First Right of Refusal. The property being leased is currently surplus municipal space, but may be required for municipal purposes by Landlord at the conclusion of the lease term. If it is determined in the sole discretion of the Landlord that the space is still surplus to the Landlord's needs at the conclusion of the Lease term, the Tenant shall receive first right of refusal for use of the space for a subsequent lease.

5. Other Terms. All other terms and conditions of the Lease shall apply.

6. Effective Date. The terms of this First Addendum to the Lease shall be effective beginning April 1, 2004.

7. Entire Agreement. This Second Addendum is a written instrument pursuant to Paragraph 31 of the Lease between the parties and it cannot be altered or amended except by written instrument, signed by both parties.

Author: Craig Sanchez
Subject: Personnel Consulting Contract with Galindo Consulting
Date: April 1, 2004
Type of Item: Administrative

Summary Recommendation:

Authorize the City Manager to:

1. Increase the current contract with Galindo Consulting to \$23,000 for personnel development services received from March 2003 to March 2004.
2. Enter into a contract with Galindo Consulting (with Galena Consulting identified as an approved sub-contractor) in the amount of \$25,000 for personnel development and training through December 2004, in a form to be approved by the legal department.

Topic:

Personnel development and training for the City.

Background:

In March of 2003, the City brought in Galindo Consulting to provide development training for the Management team. A service contract was signed to provide management training for the City. This contract was for March of 2003 to March 2004. In the last year, Galindo Consulting has provided consulting in the following areas:

1. The development of self managed teams,
This innovative management training developed a more efficient and responsive management group.
2. The development and implementation of "360 degree" evaluations,
This is a measurement program to help develop individuals and teams by providing clear competencies and goals. This tool provides employees with relevant feedback from subordinates, peers, and supervisors on performance.
3. Birkman program for key staff members,
This program was a positive communication building exercise. Staff is looking into similar communication programs to bring to the entire staff. The new program will be facilitated in house.
4. Personal accountability workshops,
Currently about 50 employees have been through this program. Linda Galindo certified an in house trainer. This program is being facilitated in house.

These programs relate to the Council goal of providing an open and responsive government to the community by providing innovative City management.

Analysis:

A request for proposal was sought to continue the programs of developing self managed teams, and "360 degree" evaluations.

Inquiries were sent out to three management development companies. These individuals were Linda Galindo of Galindo Consulting, Anne Gerber, of Galena Consulting, and Charles Rogel of Decision Wise. The City requested hourly rate bids to continue these two programs. Services required included: to analyze departmental needs of managers and staff, provide individual and team coaching, provide a process to determine measurements of performance on the individual and team level, and provide a process by which Park City personnel are trained in providing performance coaching.

Two proposals were submitted for consideration. Galindo Consulting teamed with Galena Consulting and submitted a bid for \$125.00 per hour. Decision Wise, a consulting firm out of Provo, submitted a bid for \$200.00 per hour. Both proposals were similar in the services they were to provide.

Schedule of Services:	Estimated Hours
Review of work done to date	5 hours
Work with City Manager to understand vision and direction of accountability and self-managed teams.	20 hours
Individual, and team coaching; including analysis of developmental needs of managers and staff. Five hours each for 25 managers.	125 hours
Analysis of team development status and needs assessment of every team.	15 hours
Documentation of processes for management use.	15 hours
Training for selected staff to continue developmental programs.	20 hours
Total estimated cost based on a rate of \$125.00	\$25,000

The duration of this contract will be from April 1, 2004 to December 31, 2004. The City will receive 200 hours of service during this time, for an estimated cost of \$25,000.

Department review:

The City Managers Office, Legal Department, Human Resource Department, Public Affairs Department, and the Recreation – Library Department have reviewed this report. There is no requirement to utilize all of their services or spend all of the money. The City Manager and associated managers will determine how much of the contract is needed.

Alternatives:

Approve the Request:

Deny the Request:

Continue the Item:

Council could continue the item and direct staff to provide further information at a future date.

Do Nothing

Council could choose to do nothing.

Significant Impacts:

Denying this request could slow the process of fully developing self managed teams.

This could prove to be costly and inefficient in the long term. By December, 2004 certain staff members will be trained to provide these services in-house and the consulting services will no longer be needed. Sufficient funds exist in the City Manager's Budget and Venture fund to cover the cost of the contract.

Recommendation:

Authorize the City Manager to:

1. Increase the current contract with Galindo Consulting to \$23,000 for personal development services received.
2. Enter into a contract with Galindo Consulting in the amount of \$25,000 for personnel development and training through December 2004, in a form to be approved by the legal department.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2004, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (ACity@), and GALINDO CONSULTING, Inc., a Utah Corporation (AService Provider@).

WITNESSETH:

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

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

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to provide management and personnel assessment and training services to the City.

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the AScope of Services@ attached hereto as AExhibit A@ and incorporated herein (the AProject@). The total fee shall not exceed **Twenty-Five Thousand Dollars (\$25,000)**.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on December 31, 2004, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

- B. For all Aextra@ work the City requires, the City shall pay the Service Provider for work performed under this Agreement as subsequently agreed to by both parties in writing.
- C. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City=s general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

B. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be

sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

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

8. INSURANCE.

The City agrees to waive insurance requirement upon Service Provider's agreement to hold the City harmless pursuant to Paragraph 7 (B) above.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

11. NONDISCRIMINATION.

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

may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. Except as otherwise provided herein, the Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. The parties hereby acknowledge Galena Consulting as an approved subcontractor.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

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

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision, which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

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

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

Exhibit A

Scope of Services

Competencies will be assessed and identified with each manager, down through the organization, so that the competencies of city employees are known and most efficiently utilized to realize the goals and objectives of Park City's residents and elected officials.

Synthesize new approaches of management while acknowledging the success of what has been done in the past. The organizational transformation to date will be illustrated, and a vision will be articulated for further organizational growth and development. Outcomes of adopted approaches will be articulated and measured.

Prepare management teams to implement full "360-degree" performance evaluations of each manager, and where appropriate, develop the performance evaluation down through the departments.

Schedule of Services:

Estimated Hours

Review of work done to date	5 hours
Work with City Manager to understand vision and direction of accountability and self-managed teams.	20 hours
Individual, and team coaching; including analysis of developmental needs of managers and staff. Five hours each for 25 managers.	125 hours
Analysis of team development status and needs assessment of every team.	15 hours
Documentation of processes for management use.	15 hours
Training for selected staff to continue developmental programs.	20 hours
Total estimated cost based on a rate of \$125.00	\$25,000

These services will be completed by December 31, 2004.

City Council Staff Report



Author: Matthew A. Twombly
Colin Hilton

Subject: Library Addition and Renovation

Date: April 1, 2004

Type of Item: Award of Construction Contract

**ECONOMIC DEVELOPMENT
AND CAPITAL PROJECTS**

Summary Recommendation:

Authorize the City Manager to execute a construction contract in a form approved by the City Attorney's Office with Thiede Construction Corporation, in the amount of Two Hundred Sixty Seven Thousand Seven Hundred Dollars (\$267,700.00).

Description:

Topic: Library Addition and Renovation

Background:

On April 24, 2003, City Council discussed and gave direction to expand the library. The Library Addition and Renovation project has three primary objectives. They are: 1) expand the Children's Library 2) expand the internet workstations space, and 3) provide added space for book collections. The three objectives have been met in the design of the project. As part of the overall project to meet the objectives, but not part of this contract, is a plan for signs and furnishings for the Library. The signage will be bid as a separate project, and furnishings will be purchased under State Contract and will not need to go out to bid.

On October 30, 2003 City Council approved entering into a contract with the firm of Gould Evans for the design of the Library Remodel. Since that time Gould Evans has been meeting with the project team, as well as the Library staff to develop the design of the remodel. The Library board and the Friends of the Library have been consistently updated on the project. With the relocation of the Coop to room 209 and the release of room 109 by the Montessori, the Library will encompass the majority of the first floor upon completion of the project.

Analysis:

The project was advertised in the legal notices of the Park Record on March 13, and March 17, 2004 and in the Salt Lake Tribune on March 11, and March 12, 2004. There were two responsive bidders for the project (and two bidders were late and not accepted): Thiede Construction Corporation was the low bidder at \$226,700 for the Base Bid and \$41,000 for Additive/Alternate #2 Relocation of Server Room; and Cameron Construction at \$239,986 for the Base Bid and \$39,801 for Additive/Alternate #2 Relocation of Server Room. The Architect had estimated the construction cost for the base bid at \$242,997.

Staff recommends Additive Alternate #2: Relocation of Server Room in order to upgrade and provide a more secure and adequate space for the Library's network server equipment. Presently the network server is exposed in the staff walkway area to the rear of the Library without room for expansion. As part of the overall project, staff budgeted \$10,000 for technology upgrades as part of the future needs of the Library. The \$31,000 above the \$10,000 budgeted in the Library project will come from the existing Information System Enhancement/Upgrade CIP budget account.

Upon award, the Library Addition and Reconstruction project will commence on April 5, 2004. The Library will be closed from April 5, through April 12, 2004. In order to take advantage of the Library closure, the contract documents required that Contractors submit a management plan to complete the demolition work by 6:00 PM April 11, or face liquidated damages in the amount of \$1,000 per day. Staff and the Architect have reviewed the proposed demolition and overall project timeline submitted from Thiede Construction, and have confidence that the contractor will complete the work as itemized in their management plan. The final completion of the project is scheduled for July 6, 2004. The Library hours have also been changed to Monday thru Thursday 3:00 PM to 9:00 PM, Friday closed, Saturday 10:00 AM to 6:00 PM and Sunday 12:00 PM to 6:00 PM to accommodate the construction. In order to separate the public from the construction for safety, the fire exit at the Children's Library will temporarily serve as the main entrance for the public during the duration of the construction period.

Department Review:

City Manager, Special Events and Facilities, Library, Technical Services

Alternatives:

Approve the Request: Award the construction contract on a form approved by the City Attorneys Office to Thiede Construction Corporation, in the amount of Two Hundred Sixty Seven Thousand Seven Hundred Dollars (\$267,700.00).

Deny the Request: The Library would remain in its current state.

Do Nothing: Delaying a decision would jeopardize the desired Spring Break window for the demolition and creating significant noise and access impacts to the Library and the other tenants in the building.

Significant Impacts:

The overall Library Addition and Expansion project is budgeted at \$385,000. The construction contract of \$267,700 is the largest portion of the project with \$31,000 of this coming from the Information System Enhancement/Upgrade CIP account. The balance of the Library budget, \$148,300 (\$385,000-\$267,700) is for design fees (\$30,000), signage/entry feature (23,908), technology upgrades (\$10,000), furnishings/fixtures/equipment (\$25,000), administrative fees (\$2,000), tenant relocations (\$24,000), contingency (\$29,592) and a 1% (\$3,800) art component. The

overall project budget including the technology upgrades is \$416,000. The library expansion project is under budget with the approval of this contract.

Consequences of not taking the recommended action:

There are increased demands on the Children's Library, general collection space and internet access. At present, the Library cannot meet these demands without doing this renovation.

Recommendation:

Staff recommends that Council award the construction contract on a form approved by the City Attorneys Office to Thiede Construction Corporation, in the amount of Two Hundred Sixty Seven Thousand Seven Hundred Dollars (\$267,700.00).

City Council Staff Report



Author: Myles Rademan
Subject: OLYMPIC LEGACY
Date: April 1, 2004
Type of Item: Legislative

Public Affairs & Communications

Summary Recommendation: Authorize the City Manager to execute a \$100,000 contract to G. Brown Design to plan, construct and place the Olympic Legacy Entryway Enhancement Project on Highway 224 on a form approved by the City Attorney (attached).

Description:

A. Topic:

Contract for Olympic Legacy Entryway Enhancement Project.

B. Background:

City Council allocated \$100,000 to construct an Olympic Legacy Entryway Enhancement Project. A Request for Proposals (RFP) describing the project was prepared by staff in conjunction with the Arts Council and the State of Utah Public Arts Program and distributed nationwide. A 16 member Selection Committee with representatives from the Council, Staff, Planning Commission, Arts Council, Chamber, State, and artists-at-large was established to judge the 35 entries to the RFP and to make a final recommendation to the Council.

The Selection Committee met in November and narrowed the initial 35 entries down to 3 finalists. Each finalist was awarded a \$500 stipend to construct a model (maquette) of their proposal and personal presentations were made to the Selection Committee on Friday, January 30.

The Selection Committee recommended the design concept proposed by G. Brown Design & Cliff Garten Studio. This project was presented to and unanimously selected by City Council on February 12, 2004.

C. Analysis:

The G. Brown Design proposal has a budget of \$140,000, and they guaranteeing \$40,000 in committed in-kind services to stay within the City's \$100,000 budget.

This contract is for the Entryway Enhancement project on the west side of Highway 224 in what is commonly referred to as the "Chamber Kiosk Site" and as defined in the contract and model presented by the designers.

Once the contract is signed, G. Brown Design will continue working with City staff to further refine the concept and work on final siting and landscaping details.

The contract includes:

- **City's responsibilities:**
 - Providing electricity and irrigation water to the site.
 - Providing a survey and geotechnical report.
 - Reconfiguring parking and fences as needed.
 - Identifying final site.
 - Providing a plaque recognizing all contributors.
- **G. Brown Design's responsibilities:**
 - Design and construction of stainless steel sculpture.
 - Placement and construction of all necessary substructures and foundations, as well as lighting, landscaping, irrigation and temporarily signing the defined site.
 - Maintaining and guaranteeing workmanship and landscaping as agreed upon.

D. Department Review:

City Manager, Legal, Public Affairs, Capital Projects

Alternatives:

I. Approve the Request:

Sign the contract as recommended and approved by the City Manager and City Attorney.

J. Deny the Request:

K. Continue the Item:

L. Do Nothing:

Significant Impacts:

The City will have to provide electricity and water to the site. Preliminary investigations suggest that while these utilities were once available at the site they have been abandoned and will have to be reestablished. This will require further City evaluation once the snow melts. The Olympic Legacy budget has \$14,000 available that can be used for these purposes as well as for reorienting the present parking.

The City is finalizing plans to have a site survey and geotechnical report donated.

The contractor will be placing a temporary sign identifying the project with a picture and with the names of those working on the project.

Consequences of not taking the recommended action:

Funds for this project are budgeted. Should the Council not act the Olympic Legacy Entryway Enhancement will not move forward. The current time frame contemplates awarding the contract on March 11, and having the sculpture constructed, installed and landscaped by the Fall of 2004, and formally dedicated in honor of the 3rd anniversary of hosting the 2002 Olympic Winter Games in February 2005.

Recommendation:

Authorize the City Manager to execute a \$100,000 contract to G. Brown Design to plan, construct and place the Olympic Legacy Entryway Enhancement Project on Highway 224 on a form approved by the City Attorney (attached).

Attachment

Design and Construction Services Agreement

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER AGREEMENT OLYMPIC LEGACY ENTRYWAY ENHANCEMENT PROJECT

THIS AGREEMENT is made and entered into in duplicate this ____ day of March, 2004, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the state of Utah ("City"), and G. BROWN DESIGN, INC. ("Service Provider"), a Utah corporation.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES:

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein as the Olympic Legacy Entryway Enhancement Project ("Project"). The Project will be bound by the specifications referenced herein, according to the Request for Proposals, the General Project Requirements and Specifications provided by City, and Service Provider's Proposal for the Olympic Legacy Entryway Enhancement Project collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with the Contract Documents, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City. The total fee for the Project shall not exceed **One Hundred Thousand Dollars (\$100,000.00)**.

2. TERM:

The term of this Agreement shall commence on the date of execution and terminate on January 15, 2005. Time is of the essence in the performance of this Agreement. Service Provider acknowledges and agrees that the City will suffer financial loss if the Project is not completed within the time stated herein. Service Provider shall be liable to the City and shall pay to the City the sum of One Hundred Dollars (\$100.00) damages for each calendar day of delay beyond the January 15, 2005 deadline herein until the installation of the Project is completed and approved by City.

3. COMPENSATION AND METHOD OF PAYMENT:

- A. Payment for said Project shall be made to Service Provider by the City as follows: Forty Percent (40%) of the Contract Price upon execution of this Agreement; twenty percent (20%) upon completion of the Design Phase by Service Provider and approval by the City of design plans and engineered construction documents in a manner materially consistent with the Contract Documents ("Design Plans and Construction Documents"); twenty percent (20%) upon completion and approval by City of Sculpture Fabrication (the "Sculpture"), completion of Site Work, including rough grading, installation of footings, irrigation, lighting/electrical, and plantings, and delivery to the City of a Conditional Lien Waiver and Release in favor of the City executed by the stainless steel provider or other evidence satisfactory to the City that all material bills and outstanding indebtedness in connection with the purchase of stainless steel for this Project have been paid in full; and twenty percent (20%) upon complete installation of the Sculpture and final acceptance of the Project by the City, including approval from the Park City Building Department and acceptance of the Project by the City and delivery to the City of a Conditional Lien Waiver and Release in favor of the City executed by Service Provider.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPRESENTATIONS AND WARRANTIES:

Service Provider represents and warrants to the City that:

- A. Materials and Workmanship: The materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by Exhibit A attached hereto, the Project will be free from defects and faults in material and workmanship and the Project will conform to the requirements of Exhibit A;
- B. Copyright: Neither the Sculpture nor its components or any other element of the Project infringe or violate any copyright or patent right held by any person;
- C. Title: Title to the Project, including the Sculpture and all materials and components thereof, will pass to the City upon receipt of final payment by Service Provider free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens," and no materials incorporated into the Project have been acquired subject to an agreement under which an interest therein or an encumbrance thereon has been retained by the seller; and
- D. No Finders Fees: All negotiations relative to this Agreement and the transactions contemplated by and under this Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against the City for a finder's fee, brokerage commission, or other like payment.
- E. Licensing: Service Provider and/or one or more of its subcontractors listed at Exhibit C herein shall possess and maintain in good standing throughout the term of this Agreement all licensing/certification necessary to perform all services provided for in this Agreement, including but not limited to applicable contractors, architectural, and engineering licenses/certification.

5. RIGHT TO INSPECT WORK IN PROGRESS:

- A. Service Provider shall provide the City access to the Project in preparation and progress wherever located. Whenever the City considers it necessary or advisable for the implementation of the intent of this Agreement, the City will have authority to inspect the Project and to require special inspection or testing of the Project or its components to ascertain whether it is in accordance with the Scope of Services attached as Exhibit A, or following the design phase, the Design Plans and Construction Documents. If such inspection or special inspection or testing reveals a failure of the Project or the components thereof to comply with the requirements of the Design Plans and Construction Documents, Service Provider shall bear all costs of the correction of the defective work, including compensation for the City's additional services made necessary by such failures; otherwise, the City shall bear the costs of such inspection

and testing. Service Provider shall not be relieved from the obligation to fabricate and produce the Project and to install the Project in accordance with the Design Plans and Construction Documents by reason of the City's failure to reject the Project or any component thereof or by any inspections, tests or approvals performed by the City.

- B. In the event the City does not find the Project, as it progresses, in compliance with the Design Plans and Construction Documents, this Agreement, and/or the International Building Code, 2003 edition, the City has the option at any time and for any reason to terminate this contract. Payment will be made to Service Provider for the Project completed to date of termination. The state of the completion of the Project and the amount which may be due hereunder shall be determined solely the City. If such termination is due to a substantial variance from the Design Plans and Construction Documents set forth in Exhibit A, this Agreement, and/or the International Building Code, 2003 edition, the City shall have the option of paying nothing hereunder and of requiring repayment by Service Provider of any sums previously paid by the City. Upon such termination, Service Provider shall retain all rights to the concept, design, and the Sculpture itself, including the right to complete, exhibit and sell the Sculpture. However, upon such termination, the City shall have the right to require the Work itself be removed from the property of the City.
- C. Service Provider agrees to accommodate reasonable requests by City for access to the Project in preparation and progress for the purpose of promoting the arts so long as such access does not interfere with the progress and timing of Service Provider's work.

6. INDEPENDENT CONTRACTOR RELATIONSHIP:

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

7. SERVICE PROVIDER EMPLOYEE/AGENTS:

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects. **8. HOLD HARMLESS INDEMNIFICATION:**

The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement, including but not limited to the following:

- A. The Project or the performance of Service Provider, his representatives or employees under the provisions of this Agreement provided that this agreement and covenant shall not extend to any loss, damages or injury sustained by any person or persons, or damage to property or economic interests, or any expenses, including reasonable attorneys' fees incurred thereby, resulting from:
 - (1) the misuse of the Project by any person or persons other than Service Provider;
 - (2) the maintenance of the Project by any person or persons other than Service Provider; or
 - (3) the negligence of any person or persons other than Service Provider, his representatives or employees or persons for whose acts Service Provider may be liable;
- B. The breach of any representation or warranty contained in Paragraph 4 herein;
- C. Any lien against the Project or property owned by the City arising from the fabrication and production or installation of the Project or any claim against the City for labor, materials, equipment or services provided by any person in the fabrication, production or installation of the Project. In any and all claims against the City or its officers, agents or employees, by any employee of Service Provider or anyone directly or indirectly employed by Service Provider or for whose acts Service Provider may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for Service Provider or anyone

directly or indirectly employed by Service Provider or anyone for whose acts Service Provider may be liable under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. INSURANCE:

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

- A. General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Automobile Liability insurance with limits no less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10. TREATMENT OF ASSETS:

- A. Ownership: Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).
- B. Duplication of Sculpture: Service Provider retains all rights under the Federal Copyright Act and all other rights in and to the Sculpture except ownership and possession, and except as such rights are limited by this Agreement. In view of the intention that the Sculpture in its final dimension shall be unique, Service Provider shall not make any additional duplicate reproductions of the final Sculpture, nor shall Service Provider grant permission to others to do so except with the written permission of the City. Service Provider grants to the City and its assigns an irrevocable license to make two- and/or three-dimensional reproductions of the Sculpture for commercial or noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, fundraising, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner. Wherever practicable, City shall make reasonable efforts to include Service Provider's name in any such advertisement, brochure, media publicity, catalog or other similar publication in which the Sculpture appears and to notify the Landscape Architect and Artist of its efforts.
- C. Repair or Restoration: Where, in the opinion of the City or Service Provider, repairs and/or restoration of the Sculpture are required for which Service Provider is not responsible pursuant to the terms of this Agreement, the City shall, when reasonably practicable, give Service Provider the opportunity to accomplish such repairs and/or restoration if a reasonable fee can be agreed upon between the City and Service Provider. Nothing herein shall obligate the City to make such repairs and/or restoration nor to contract with Service Provider to accomplish such repairs and/or restoration.
- D. Independent Sale: If in the future the City wishes to sell the Sculpture separate and apart from any real property to which the Sculpture may be integrated or affixed, Service Provider shall, when reasonably practicable, be given a right of first refusal to purchase the Sculpture from the City. This Paragraph is not intended to give Service Provider any rights if the Sculpture is sold by the City as part of or the consequence of the sale of the City's interests in real property. The rights of Service Provider under this Paragraph shall expire after fifteen (15) years from the date of execution of this Agreement; and said rights shall be specific to Service Provider personally and shall not be transferred, assigned, pledged or levied upon, nor shall they pass by way of inheritance or other operation of law to any third person.

- E. Notice: Service Provider agrees to keep the City notified in writing of changes in Service Provider's address, and failure to do so shall be deemed a waiver of Service Provider's right of first refusal in Paragraph 9E above.
- F. Warranty: If, within one year after the date of the completion of installation of the Project and acceptance by the City, the Project or any component or material thereof is found to be defective or to not be in accordance with the Design Plans and Construction Documents attached at Exhibit A, Service Provider shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given Service Provider a written acceptance of such condition. This obligation shall survive acceptance of the Project under this Agreement and termination of this Agreement. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to any other obligation which Service Provider might have under this Agreement, including Paragraph 4 herein. The establishment of the time period of one year after completion of installation and acceptance by the City relates only to the specific obligation of Service Provider to correct the Project, and has no relationship to the time within which Service Provider's obligations to comply with the Design Plans and Construction Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish Service Provider's liability with respect to an obligation other than to specifically correct the Project.

11. COMPLIANCE WITH LAWS:

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The City agrees to waive all normally applicable municipal fees associated with this project.

12. NONDISCRIMINATION:

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap

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

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

13. ASSIGNMENTS/SUBCONTRACTING:

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

14. CHANGES:

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing

and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. POLITICAL ACTIVITY PROHIBITED:

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

16. PROHIBITED INTEREST:

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

17. TERMINATION:

Service Provider's failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The City hereby expressly reserves the right to all remedies available in law or equity to enforce the provisions of this agreement, including but not limited to specific performance of the terms of this Agreement without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. City's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies not or hereafter existing at law or in equity.

18. NOTICE:

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

19. ATTORNEYS FEES AND COSTS:

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

20. JURISDICTION AND VENUE:

- A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

21. SEVERABILITY:

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

22. FORCE MAJURE:

If any party to this Agreement shall be delayed or prevented from the performance of any act required hereunder by reason of a strike, labor trouble, acts of God or any other cause beyond the reasonable control of such party (financial inability excepted), and such party is otherwise without fault, then performance of such act shall be excused for the period of the delay.

23. ENTIRE AGREEMENT:

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representatives or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

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

EXHIBIT A

SCOPE OF SERVICES

The Project will be bound by the specifications referenced herein, according to the City's Request for Proposals, the General Project Requirements and Specifications provided by City, and Service Provider's Proposal for the Olympic Legacy Entryway Enhancement Project, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with the Contract Documents, this Agreement shall control.

All elements of the Project shall be designed, fabricated, installed, and constructed in compliance with all applicable building and development codes, including but not limited to the Municipal Code of Park City, Park City Land Management Code, and International Building Code, as amended. All on-site Project work shall be inspected for compliance with applicable codes by Park City staff, including but not limited to the Building and Engineering Departments.

1. Site Location, Description, and Regulations:

See Request for Proposals ("Site Description & Regulations" and "Site Map"). The City will provide to Service Provider a certified topographical survey and geotechnical report for the site; upon completion and delivery to Service Provider, these documents will become incorporated into, with full force and effect, this Agreement.

2. Project Description:

See Request for Proposals and Service Provider's Proposal for the Olympic Legacy Entryway Enhancement Project.

3. Task List:

a. Engineered Construction Documents

- (1) Artistic (stainless steel, 75' x 3' x $\frac{3}{4}$ ", reaching a height of 17')
- (2) Landscape Details (see Service Provider's Proposal for the Olympic Legacy Entryway Enhancement Project for proposed vegetation/plantings)
- (3) Civil & Structural Engineering
- (4) Lighting Design
- (5) Site Improvements Design

Service Provider shall design the Project in a manner materially consistent with the Contract Documents and shall deliver to the City completed Design Plans and Engineered Construction Documents on or before July 30, 2004. Design Plans and Construction Documents are subject to

review and final approval by the City, including but not limited to its Building and Engineering Departments. Engineered Construction Documents shall be reviewed pursuant to the International Building Code, 2003 edition.

b. Sculptural Fabrication

Service Provider shall fabricate all Sculptural Elements of the Project pursuant to the approved Design Plans and Construction Documents on or before November 30, 2004.

c. Installation of Footings, Irrigation, Lighting, Landscaping, and Plantings

Service Provider shall install the Footings for the Sculpture to frost depth (42 inches) and install, construct, and complete all irrigation, lighting, landscaping, and planting elements of the pursuant to the approved Construction Documents on or before September 30, 2004¹.

d. Delivery & Installation of Sculpture on Site

- (1) Delivery to Site
- (2) Sculpture Installation

Service Provider shall deliver the Sculpture to the Project Site and install the Sculpture pursuant to the approved Construction Documents on or before January 15, 2005.

4. Warranty

Service Provider shall warranty the Project for material and workmanship for a period of one (1) year following Project completion and acceptance by the City.

EXHIBIT B
PROJECT SCHEDULE

May 14, 2004	- 100% Design Development Complete - Order Steel
May 14-27	- City to Review 100% Design Development for Approval
May 28	- Start Construction Documents
July 1	- 75% Site Construction Documents Complete for City to Review - 50% Sculpture Construction Documents Complete for City to Review
July 1-7 Sculpture	- City review of 75% Site Construction Documents and 50%

¹ No later than July 30, 2004, the City shall be responsible to provide necessary irrigation water and electricity to the edge of the Project Site in a location and format to be agreed upon by the Parties.

	Construction Documents
July 30	- 100% Site and Sculpture Construction Documents, Shop Drawings and Fabrication Plan Complete
July 30-August 13	- City review of 100% Site and Sculpture Construction Documents
August 14	- Begin Fabrication
	- Begin the installation of footings and site work
September 30	- Completion of footings and site work
November 30	- Completion of Fabrication
December 1	- Begin Installation of Sculpture
January 15, 2005	- Completion of the Installation of Sculpture
February 8	- Dedication of Site

EXHIBIT C
SUBCONTRACT LIST

Cliff Garten and Associates, Inc.
4212 ½ Glencoe Avenue
Marina Del Rey, CA 90292
310.827.4372

Metal Letters
790 W State
Lehi, UT 84043-1022
801-768-4442

Lowell Construction Company
1035 S 800 W
Salt Lake City, UT 84104

Earth Movers LLC
4682 South 150 West
Murray, UT 84107
801.268.8999

Kappus Landscape/Sprinkler
2695 South 600 West
Salt Lake City, UT 84115
801.978.9293

Night Vision
P.O. Box 1682
West Jordan, UT 84084
801.565.8897

PARK CITY MUNICIPAL CORPORATION



REQUEST FOR PROPOSALS

Olympic Legacy Entryway Enhancement Project

Proposals are requested from artists, design professionals, and/or teams to create a site-specific entryway enhancement on Highway 224 commemorating Park City's Olympic participation as an Olympic Venue City in 2002, and its rich sporting heritage and future.

BACKGROUND

Long before Park City became a world-class mountain resort and venue for the 2002 Olympic Winter Games, it was famous as a silver mining town, and boasts a lively and colorful past. Founded by prospectors in the late 1860's, Park City continued to mine silver until the early 1970's. The mining company, Park City Consolidated Mines, started the ski business in 1963, when they built the first lifts on what was then called Treasure Mountain. The Park City area now has three world-class resorts: Park City Mountain Resort, Deer Valley Resort, and the Canyons Resort.

Starting in 1985, Park City began hosting professional world-class ski events leading to hosting the XIX Olympic Winter Games in February 2002. Park City served as venue for over 40% of all the Olympic sporting competitions, and as the 'party central' for the 2002 Olympic Winter Games.

In addition to hosting winter recreation... skiing, snowboarding, aerial, ski jumping, bobsled and other on-snow competitions, Park City hosts many other sporting events including extreme sporting competitions, mountain biking and bicycle road racing, rugby and softball tournaments, and others.

STATEMENT OF INTENTION

Park City requests proposals for the design, planning, creation and construction of an **Olympic Legacy Entryway Enhancement Project** incorporating and honoring Park City's Olympic participation and heritage, while celebrating the city's recreational and sporting culture: past, present and future. The design and execution of this project is to be captivating, beautiful, memorable, highly visible and clearly and unmistakably recognizable as an Olympic Legacy. It will become the signature statement and premier

'photo opportunity' for locals, tourists and guests commemorating Park City's Olympic and alpine heritage, and its sporting culture and character, and will be closely and permanently identified with Park City's 'brand' as a world-class destination resort that hosted the 2002 Olympic Winter Games.

PROJECT ELEMENTS

The project can incorporate sculpture, other artistic elements, and site finish appurtenant to the work, including landscaping, hardscaping, lighting, and interpretative elements and be planned and executed as an integrated design. It should be planned to accentuate and enhance the city's open space entryway, making full use of the mountain backdrop, and be planned to accommodate visitors and tourists wishing to pull off the highway and take photos commemorating Park City's Olympic involvement, sporting culture and mountain backdrop.

USE OF OLYMPIC MARKS (Rings & Snowflake)

The City currently has permission to use the Olympic Venue City Logo (without alteration), a copy of the logo is at the top of this RFP. Permission will be sought from the Olympic governing bodies (IOC & USOC) to use other Olympic marks in this project if the use of such marks is deemed integral to the selected design. The Olympic governing bodies have considerable discretion in permitting use of the Olympic marks for legacy projects, but at a minimum they never permit the marks to be altered or disaggregated in any way, or used in conjunction with any commercial advertising or use. The use of the Olympic marks depends on the final design being submitted to the governing bodies and the city securing their formal permission.

The following official guidelines apply when the United States Olympic Committee reviews requests to use Olympic marks (additional guidelines might also apply depending on proposed use):

- 1) The request is subject to the USOC's authorization and sole discretion, though IOC consent may also be required depending on the Olympic mark used.
- 2) There can be no commercial affiliation, though USOC would review affiliations if they are USOC sponsors.
- 3) USOC reviews whether proximity to other commercial related events or signage exists.
- 4) USOC reviews the location to determine its appropriateness.
- 5) Lastly, depending on the extent of the request, a signed USOC agreement is necessary.

In terms of design, one of the major requirements is that Olympic marks

cannot be altered, and there should be nothing placed under or over the marks, and the marks must be displayed in their entirety.

SITE DESCRIPTION & REGULATIONS

The project site is situated on Park City's 'front door' entry corridor on Highway 224, south of the Farm & Barn (well known Park City landmarks owned by the city), and north of Payday Drive, on land purchased by the city as open space. (See location and site maps) For many years the site housed a Chamber of Commerce Visitor Information Kiosk, which has since been removed. The site is surrounded by hundreds of acres of open space and has unobstructed background views of agricultural land and mountains, including the Park City Mountain Resort's Olympic alpine venue. The primary view is to the southwest.

The total site measures 100' X 80' and is approximately 8,000 square feet. This includes 8-10 parking spaces, which must be maintained, but can be reconfigured. The area serves as a trailhead for the Farm Trail and is heavily used for this purpose. The actual 'project footprint' is approximately 3000 square feet and is divided into two narrow bands: the main 'focus area' is a 20'X70' strip on the south, and a secondary landscape area is a 20'X80' strip on the west (see site map). The 'project focus area' has seven (7) mature evergreen trees that should be retained as part of the overall design.

The site is currently supplied with electricity. Irrigation water can be supplied, and there is a possibility if the design warrants of supplying natural gas at the City's expense.

The installation is City governed by Chapter 15-4-15 of the Park City Land Management Code, entitled "Outdoor Display of Works of Art on Public/City-Owned Property. This section provides the City Council with final authority to sanction public art on public property, and mandates that the public art must conform to all zoning and building regulations and not pose any undo hazard to the public. The site is zoned Recreation Open Space (ROS); any structure on the site (which includes sculptures and any element of a permanent nature, excluding landscaping) must be situated 30' back from the highway right-of-way (see map), and cannot exceed 28' in height. The City makes no representations regarding the site or its fitness for a particular purpose. All submissions must accept the site "as is".

BUDGET / FUNDING

\$100,000 is available for all related expenses of this Public Entryway Enhancement project, including (but not limited to), artist and design fees, fabrication, insurance, shipping, travel, installation, documentation, materials, taxes, etc. The city reserves all rights to reproduce and sell the selected artist/design professionals/teams maquettes to help defray expenses.

ELIGIBILITY

Artists, design professionals, and teams capable of responding to this commission are encouraged to apply. Professional visual artists, landscape architects and design

professionals experienced in design, fabrication, and installation of three-dimensional public art and/or outdoor sculpture and/or landscaping/hardscaping in a durable media are invited to submit slides, CD's and supporting materials. Students are eligible.

SUBMISSION REQUIREMENTS

All ARTIST(S) and/or DESIGN TEAM members responding to this Request for Proposals must submit complete responses to the information requested in this section and to note any exceptions to any information contained in the RFP. Proposals will be evaluated based upon the Selection Criteria listed below. Applicants should present information in a clear and concise manner following the format indicated below:

CONTACT: Name, address, telephone, e-mail, and fax numbers of the one (1) ARTIST or DESIGN PROFESSIONAL to receive all Request for Proposals information, or any official correspondence relating to the Project. **Please reference the project name on all correspondence, including the envelope.**

BIO: Information on the ARTIST and/or DESIGN TEAM including a brief Resume(s)/bio(s), including degrees held, selected exhibitions/public art projects, awards, catalogues, current gallery affiliations, and grants / fellowships). Include bio's for each team member.

PROJECT PROPOSAL: Please provide an Artist/Design Professional Statement/Vision for work (limit 3 typed pages). This statement should outline the theme or concept as it relates to the City's Statement of Intent, and to the site; and the form of the work, its scale, format, medium, colors, lighting, surface qualities and maintenance. Include any supporting materials to help clarify the proposal.

BUDGET: a preliminary budget demonstrating that all aspects of design and installation have been considered.

SLIDES / PRINTS / CD'S / VIDEO: 35 mm 2 x 2 slides of artist(s)/design professional(s) previous work. Please send no fewer than five (5), no more than twenty (20). Prints, a CD, DVD, or video may be substituted for slides.

- Label top of slides with artist's name
- Label bottom of slides with title, date, and dimensions.
- Number each slide corresponding to the separate Slide List.

LIST: A numbered Slide or Print List that corresponds to the numbered slides or prints with the same information as slide labels.

INSURANCE: The selected artist/team will be required to provide insurance per requirements in this RFP if selected.

REFERENCES: Three professional references (particularly if you have completed any projects with any other Public Art Programs).

LETTER OF INTEREST

Artists and/or design professionals and/or teams should present a short statement of why they should be chosen for this commission. All required information should be presented in a clear and concise manner following the order and format indicated above. For all materials you wish returned, please include an addressed and stamped envelope. Please do not staple or bind materials submitted. Oversized drawings and models cannot be accepted for the first phase. Submit all written materials single-sided, on white paper, no larger than 11"x17", so that materials may be clearly photocopied. Park City reserves the right to withhold the award of a commission should it be determined that the proposals submitted are not appropriate. While all reasonable care will be taken in handling all submissions, Park City cannot be responsible for lost or damaged materials.

SIGNATURE PAGE

Please include a signature page with a printed and signed signature of the lead contact person, the contact information, and the date of submission.

DEADLINE FOR PROPOSALS: NOVEMBER 21, 2003

All submissions (completed application packages) must be **RECEIVED** at the City Hall offices (not postmarked) by **5:00 PM on Friday, November 21, 2003**. All supporting materials must accompany the submission. Incomplete and/or late applications will not be accepted. Faxed or e-mailed applications cannot be accepted.

PRE-PROPOSAL INFORMATION MEETING

A pre-proposal informational meeting including a site visit will take place on **Friday, October 17th, at 10:00 AM, at the City Hall**, 445 Marsac Avenue, Park City, Utah. Attendance is optional. **Friday, October 31**, is the deadline for all questions, which can be addressed to Myles Rademan, at myles@parkcity.org. All answers will be posted on the City's web site, www.parkcity.org, under Olympic Entryway Legacy Enhancement Project, which can be directly accessed from the City's homepage by clicking on that title located directly under the 2003 Municipal Election information box.

EVALUATION CRITERIA

Park City will select the artist, design professional, and/or team, that best meets the requirements, based on the information contained in response to this Request for Proposals, any reference checks conducted, and the information presented during any interviews conducted as part of the selection process.

Specifically, in the selection process, Park City's Olympic Legacy Selection Committee's will review and consider the following:

1. The quality and comprehensiveness of the submission.
2. The aesthetic qualities of the artist, design professional, and/or team's body of work as represented in the slide/print/CD/video submissions.
3. The artist, design professional, and/or teams quality of work and technical skills in design, sculptural and landscape media as represented in the submissions.

4. The experience of the artist, design professional, and/or teams in successfully designing, fabricating, administering, and completing public art, sculptural projects and/or site finish.
5. The conceptual basis for the artist, design professional, and/or teams body of work as defined in the written statements.
6. The artist, design professional, and/or teams training and education.
7. History of meeting project budgets.
8. And most importantly, the originality of the design and whether it fulfills Park City's vision of a captivating, beautiful, memorable, highly visible and clearly and unmistakably recognizable Olympic Legacy Entryway statement.

SPECIFIC CRITERIA

In addition to the general criteria listed above this project is subject to the following specific criteria:

1. Installation must look good and effectively convey its intent both summer and winter.
2. This site is dedicated open space and has a 28' height limitation;
3. The existing 8-10 parking spaces must be retained, but can be relocated on the site;
4. Installation must be clearly visible and understandable at drive by speeds of 55 mph;
5. All lighting must be downlighting to conform to city ordinance;
6. Artist must provide maintenance protocols to insure the installation's longevity.
7. Accessibility: ADA requirements apply.

SELECTION PROCESS

RFP's will be judged by the Olympic Legacy Advisory Committee (OLAC) appointed by the City Council under the terms of Park City's Outdoor Display of Public Arts ordinance. The advisory committee will include: two (2) Council members; one (1) Planning Commission member, two (2) designees from the Chamber/Bureau, two (2) designees from the Arts Council, one (1) designee from the ski resorts, one designee from the State of Utah's Public Arts Program, and several local artists. City parks and maintenance staff will also review the technical feasibility of the proposals. The Olympic Legacy Advisory Committee will select a preferred project design and artist, design professional, or team and forward that recommendation to the City Council, which is empowered to make the final approval in its sole discretion.

City staff will meet with potential applicants in a pre- planning session to more fully communicate project expectations and parameters prior to applicants commencing detailed concept and planning work. This meeting is scheduled for **Friday, October 17th, at 10:00 AM, at the City Hall**, and will include a site visit. **Friday, October 31**, is the deadline for all questions by potential applicants.

After evaluating the artist, design professional, and/or team's qualifications and submissions, approximately three finalists will be selected and invited to submit a final Design Proposal for the project. Each finalist will be paid a \$500 honorarium and

reasonable travel expenses for the development of a final Design Proposal, including a maquette (these funds will not be subtracted from the \$100,000 awarded commission). Final proposals will be presented by the artist, design professional, and/or teams, or designated representative, to the Selection Committee on **Friday, January 30th**, between 10:00 AM – 5:00 PM, in the City Hall. Times will be assigned once proposals are received and reviewed.

Once commissioned, the successful artist, design professional, or team, will perform all services and furnish all supplies, material, insurance, and equipment as necessary for the design, execution, fabrication, transportation, and installation of the work.

CONFIDENTIALITY

All proposals shall be confidential until the finalists are selected. After that point, proposals will be subject to public disclosure under the Utah Government Records and Management Act. Please consult your attorney about including appropriate copyright protection on proposals if you feel this is appropriate for your submission.

INSURANCE REQUIREMENTS

The commissioned artist, design professional, or team, will bear the entire risk of loss or damage to the Work during design, fabrication, packing, shipping, and installation. When the Work is completely installed, accepted by Park City Municipal Corporation, and title has transferred to Park City Municipal Corporation, then Park City Municipal Corporation assumes the risk of loss. The artist, design professional, and/or teams will also agree to warranty the material and workmanship of the commissioned work for a period of one year.

The successful artist, design professional, and/or team will provide and maintain, and will require all subcontractors to provide and maintain, insurance to cover claims for damages for personal injury, bodily injury (including wrongful death), and property damage. The coverage will provide protection for all operations by the artist, design professional or team, or any subcontractor or by anyone directly or indirectly employed by either of them.

CONTRACT

The selected proposal will be required to execute the City's standard Professional Service Provider Contract. A copy may be obtained from the City's Legal Department (435- 615-5026).

SCHEDULE

- October 3: RFP is published
- October 17: Pre-proposal meeting for artist, design professional, or team to meet with representatives and see the proposed site
- October 31: Deadline for all questions concerning the project
- **NOVEMBER 21: Deadline for receipt of proposals**
- December 5: Selection Committee reviews proposals and finalists are notified

- January 30: Finalists present more in-depth proposal, budgets, time line, etc to committee / city and selected artist, design professional or team is notified afterwards
- **February 8: Plan and model of the selected proposal publicly unveiled** coinciding with 2nd anniversary of hosting the 2002 Olympic Winter Games
- Early fall deadline for installation (to prevent any weather delays)
- February 8, 2005: Formal dedication coinciding with 3rd anniversary of hosting the 2002 Olympic Winter Games

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICALITY OR IRREGULARITY IN ITS SOLE DISCRETION.

PARK CITY CONTACT INFORMATION:

Address all inquiries to:

Myles C. Rademan
Director of Public Affairs & Communications
P.O. Box 1480
445 Marsac Avenue
Park City, UT 84060

We prefer to answer inquiries by e-mail, rather than by phone or verbally, at myles@parkcity.org

LIMITED PHONE INQUIRIES WILL BE ENTERTAINED AT (435) 615-5200

Submit all materials to:

OLYMPIC LEGACY PROJECT
% Myles C. Rademan
Director of Public Affairs & Communications
P.O. Box 1480
445 Marsac Avenue
Park City, UT 84060

FOR ADDITIONAL INFORMATION ON PARK CITY and/or on THE 2002 OLYMPIC WINTER GAMES

Check these web sites:

www.parkcity.org (official city web site; look under business tab to access Olympic information); a pdf file of the **Olympic Tour** brochure is also available by clicking on Olympic Legacy Entryway Project and then downloading the Olympic Tour brochure. This brochure provides additional information on Olympic legacies and a locator map. It is published by the Chamber/Bureau.

www.parkcityinfo.com (Park City Chamber/Bureau web site)

www.saltlake2002.com (Salt Lake Olympic web site)

ATTACHMENTS:

- Location Maps
- Site Photos
- Site Plan

A HOMAGE TO THE OLYMPIC HERITAGE OF PARK CITY AND ITS ANNOUNCEMENT AS A WORLD DESTINATION FOR ALL SEASON SPORTS



“MAKING TRACKS”



A PROPOSAL FOR THE OLYMPIC LEGACY ENTRYWAY ENHANCEMENT PROJECT FOR PARK CITY MUNICIPAL CORPORATION

G. BROWN DESIGN INC
SITE AND LANDSCAPE ARCHITECTS

68 South Main Street, Ste 400
Salt Lake City, Utah 84101
p. 801.575.6066 f. 801.575.6166
www.gbrowndesign.com

in association with:

CLIFF GARTEN STUDIO
ARTIST

4214 1/2 Glencoe Avenue
Marina Del Rey, CA 90292
p. 310.827.4362



Making Tracks

A HOMAGE TO THE OLYMPIC HERITAGE OF PARK CITY AND ITS
ANNOUNCEMENT AS A WORLD DESTINATION FOR ALL SEASON SPORTS



Making Tracks is a homage to the beautiful landscape of the Park City area, its world class recreation, and its legacy of hosting the 2002 Winter Olympic Games. The sculpture is not an object placed in the landscape, but a sculpture which frames the landscape and makes one aware of the beauty of Park City and its Olympic heritage. It recalls the lasting impressions the Games left upon the town and region and will serve as a beacon for visitors and residents becoming a well-known community icon.



The strength of the sculpture is its scale and ability to refer the visitor or the local resident to the landscape, its wide-open spaces, mountains and change of seasons. The open form and dynamic scale of the sculpture offers a variety of interpretations, from tracks in the snow to ribbons of movie film.



Ribbons made of stainless steel will weave through the landscape and culminate into a 3' by 3/4" thick ribbon arch, reaching a height of 17', framing the distant view of Park City nestled below the Wasatch Mountains. The 2002 Winter Olympic Games symbol will be cut into the stainless steel arch. The placement of the symbol will align with suns noon solstice angle on Feb. 8, coinciding with the day the games began. . This offers an opportunity for the community to innaugurate the sculpture and gather around it on this historic day.



The earth will be bermed into mogul type shapes, which compliment the waves and curves of the steel sculpture and render a dance between the sculpture and the landscape. It is important that most people who see the sculpture will see it from their car going 60 mph, The sculpture has a scale which will have an impact on viewers traveling at this speed. Its multil dimensional shape will change depending on the direction of travel. The open shapes and flexible vocabulary offer the opportunity to extend the sculpture through the landscape. These ribbons reference the newly laid tracks of a skier through the snow, as well as the paths of the summer mountain biker. They honor the imprint of the 2002 Games on the region, marking Park City as a world class destination for year round recreation.

M a k i n g T r a c k s



Anticipated Project Design and Construction Costs For Arch

The design, engineering, construction materials and installation costs were guided by the given \$100,000 budget provided in the proposal. Detailed unit price cost estimates were developed and reviewed by a structural engineer, steel fabricator and general contractors.

1. 70 LF of 3'x3/4" stainless steel banding for arch, fabrication and delivery to project site	\$60,000
2. Design	
Civil and Structural Engineering	
Construction Documents	
Construction Period Services	\$40,000
3. Landscape Lighting for Arch	Donated (Estimate \$10,000)
4. Earthwork below arch and footings	Donated (Estimate \$20,000)
5. Landscape contractor to install plantings and irrigation	Donated (Estimate \$12,000)

Legacy Gate Total	\$100,000
Donated Legacy Gate Total	\$42,000

Time Frame for construction:

February 12, 2004	Awarded Project
Spring/Summer 2004	Engineering and Construction
Fall 2004	Completion of Construction
February 8, 2005	Formal Construction



D o n o r s



G Brown Design, Inc. and Cliff Garten Studio's clients confidently rely on our design team's ability to coordinate the work of subconsultants and contractors as facilitators in bringing a project to completion. Our collaboration on a wide variety of projects has led to ongoing relationships with many of the region's leading contractors.



EARTH MOVERS

G Brown Design, Inc. and Cliff Garten Studio have contacted the following contractors, with whom we work with and they have expressed an interest in aseting in constructing this project.

K A P P U S
LANDSCAPE/SPRINKLER





CLIFF GARTEN STUDIO