

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 6, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, March 6, 2008.

Closed Session

4:30 p.m. Property

Work Session *(Times are approximate and may vary. Items are publicly discussed and direction may be given, if appropriate. No formal action is taken)*

5:15 p.m. Council questions/comments

5:30 p.m. Recycle Utah update

5:50 p.m. Break

Regular Meeting – City Council Chambers

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Swearing-in of Police Officer Mike Carrillo

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

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

1. Consideration of approval of a professional service provider contract with the Historic Main Street Alliance, in a form approved by the City Attorney, in the amount of \$40,802

2. Consideration of approval a professional service provider contract with IBI Group, in a form approved by the City Attorney, in the amount of \$82,295 for design and engineering of neighborhood parks

3. Consideration of approving an agreement, in a form approved by the City Attorney, with 21st Century Equipment Co, for the purchase of a Bagela Asphalt Recycler in the amount of \$99,490

4. Consideration of approving a Resolution adopting a Neighborhood Traffic Management Policy for Park City, Utah

(a) Public input

(b) Action

5. Consideration of an Ordinance amending Title 8, Chapter 2 of the Municipal Code of Park City, Utah to include the prohibition of reckless skiing at ski resorts and snowboarding within Park City's boundaries

(a) Public hearing

(b) Action

6. Consideration of an Ordinance amending Title 8, Chapter 2 of the Municipal Code of Park City, Utah to include the prohibition of skiing and snowboarding in closed areas within ski resorts

(a) Public hearing

(b) Action

V ADDITIONAL DISCUSSION – AGENDA ITEMS

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. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

Posted: 03/03/08

See www.parkcity.org

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

March 2008

- 13 Silver Star Tour
Legislative update
Request for fee waiver – Habitat for Humanity
MFL – PSSM amendment work/action
Ordinance approving the Knoll Estates (aka Deer Valley Club Estates)
Lots 17 and 18 Amended Subdivision Plat, located at 7888 Aster Lane, Park City, Utah
- KW
Ordinance approving a plat amendment at 279 Daly Avenue -public hearing and possible action.
Ordinance approving amendments to the Park City Municipal Code to amend the Park City Sign Code- Title 12-6-2 relating to alterations of non-conforming signs in the Frontage Protection Zone- public hearing and possible action.
Ordinance approving amendments to the Land Management Code- Title 15-15-1- relating to the definition of Maximum House Size and Title 15-12-2 regarding Planning Commission terms- public hearing and possible action
MFL US Freestyle Championships to be held at the Town Lift Plaza with amplified music on Saturday, March 29, 2008
Consideration of approval of an amendment to the Water Agreement between the City and Talisker Corp, in a form approved by the City Attorney
- 20 **No meeting**
- 27 The Yard update
Eden update

April 2008

- 3 **Liza gone**
City Council call-up of a Planning Commission decision of February 13, 2008 regarding an amendment to the technical report for Empire Pass affordable-employee housing to be provided as required by the Flagstaff Development Agreement, as amended - Talisker Corp.
(a) Continuation of public hearing (b) Action
- 10 **No meeting**
- 17 Ordinance approving a plat amendment for 154 McHenry Avenue, Park City, Utah
- 24 PC Heights Annexation

May 2008

- 1 Presentation of budget
- 3 *Move to Miners and Library and Education Center for meetings*
- 8 **No meeting**
- 15
- 22

Pending Items:

Consideration of an amendment to the Burbs LLC Annexation Agreement/Affordable Housing

Resolution - Trails Master Plan

Carrying capacity/market analysis survey

Wild land interface issues



City Council Staff Report

Subject: Recycle Utah Bi-annual Report
Author: Jerry Gibbs
Department: Public Works
Date: March 6, 2008
Type of Item: Informational

Summary Recommendations:

No action is required.

Topic/Description: Recycle Utah Bi-annual Report

Background:

Recycle Utah has been located on Munchkin Drive since the mid 90's. Recycle Utah is a community recycling center offering drop off services for glass, metals, paper, e-waste, plastics, EPS Foam and in the past sponsored HazMat collection days. Other programs include printer cartridges, batteries, mercury contained items (florescent bulbs, thermometers, etc) and some building materials (Good Wood Project). They also sponsor education forms for adults and children.

Recycle Utah is a recipient of a Special Service Contract award as part of our budget process. A special service contract has a term of two years. Half of the total contract amount is available each year. 80% of each annual appropriation will be available at the beginning of the fiscal year, with the remaining 20% to be distributed upon demonstration through quantifiable and qualifiable measures that the program has provided public services meeting the goals of the City's Public Service Contracts Policy and Objectives. Special service providers are required to submit current budgets and evidence of contract compliance (as determined by the contract) by March 31st of the first contract year.

The County Commission has received a similar presentation. The intent of the presentation is to comply with the City's requirement and keep Council informed. The Director of Recycle Utah, Insa Riepen, members of her staff and board will be present.

Recommendation:

No action is required.

City Council Staff Report



Subject: Service Provider Contract for Main Street BID
Author: Bret Howser, Gary Hill
Department: Budget, Debt, & Grants
Date: March 6, 2008
Type of Item: Administrative

Summary Recommendation:

Staff recommends that Council authorize the City Manager to execute a service provider agreement with the Historical Main Street Business Alliance in an annual amount of \$40,802.

Topic Description:

Main Street Business Improvement District

Background:

On August 30, 2007 City Council created the Main Street Business Improvement District (BID) to serve two functions: 1) act as a mechanism for establishing a single service provider for commercial solid waste collection within the District's boundary, and 2) provide business promotion services to the businesses within the District. A tax was discussed to fund the latter function.

On September 13, 2007 City Council approved a \$156 tax to be levied on each qualified business within the BID for the purposes of business promotion. Staff subsequently issued a Request for Proposals (RFP) for qualified organizations to provide business promotion activities within the BID. The Historic Main Street Business Alliance (HMBA) was the only organization to respond to the RFP (see Attachment A).

Analysis:

The HMBA proposed to provide "business promotion" in the BID in four areas: 1) Member Services, 2) Marketing & Advertising, 3) Downtown Events & Activities, and 4) Commercial Solid Waste & Recycling. Details of the proposed services to be provided are attached to this report (Attachment B). Staff has reviewed the contents of proposal and found that the criteria established in the RFP are satisfactorily met.

The attached service provider contract would establish the Historic Main Street Business Alliance as a business promotion services provider for the Main Street Business Improvement District under the following terms:

1) Scope of Services –

Required services include, but are not limited to the following:

A. Provide communication to all the Main Street merchants through various channels (i.e., newsletter, emails, phone calls) including local event information that may impact the Main Street area.

B. Coordinate special events and Main Street activities with Main Street area merchants. This will include communication and coordination with City staff.

C. Provide marketing and advertising for BID businesses and the Historic Main Street area.

D. Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.

2) Term

The term of this Agreement will commence on the date of execution and terminate after three years. The contract may be extended two times for one year by mutual written agreement.

3) Compensation

Payments for services are expected to be \$40,802 annually. However, annual payments for services will not exceed the total BID tax dollars collected. Payments are expected to be made on or before March 31 of each contract year. BID tax collections in excess of the total allowable annual payment (\$40,802) will be added to the following year's payment subject to the payment schedule attached to the contract. This is necessary to ensure that all BID tax dollars are being spent on business promotion services, as required in the ordinance establishing the tax.

4) Performance Measures

The City requires that the Service Provider present an annual update to City staff on the following metrics. Perpetuation of this service provider contract is contingent upon the satisfactory execution of the scope of services, which is in part determined by the achievement of the goals specified here:

1. Line-item accounting of how BID funds were spent
2. Summary of how each of the services in the scope of services was met.

Department Review:

Budget, Debt & Grants; Legal; City Manager

Alternatives:**A. Approve the Request:**

Staff recommends that Council approve a service provider agreement with the Historical Main Street Business Alliance in an annual amount of \$40,802.

B. Continue the item. This would prolong a finalized agreement with a business promotion service provider for the Main Street BID.

C. Modify the Request.

D. Deny the request: As no other proposals were received in response to this RFP, this would indefinitely post-pone the fulfillment of the purpose of the BID Tax ordinance.

Significant Impacts: The approval of this contract would be the final step in establishing a Main Street Business Improvement District and using the associated tax to provide business promotion for the District.

Recommendation:

Staff recommends that Council authorize the City Manager to execute a service provider agreement with the Historical Main Street Business Alliance in an annual amount of \$40,802.

Attachments

A – Main Street BID Business Promotion Services RFP

B – HMBA's BID Proposal

C – Service Provider Contract with HMBA

Park City Municipal Corporation
Section I
General Conditions and Instructions

1. Required information is detailed in the attached specifications. (See Section III).
2. Proposal shall clearly indicate the legal names, addresses, and telephone numbers of the applicant. The proposal shall be signed by a principal of the firm who is legally authorized to obligate the firm to the terms and conditions of the proposal.
3. Four (4) copies of all proposals and attachments must be submitted.
4. The City intends to award the Main Street Business Improvement District (BID) business promotion contract to that firm with the best proposal, as deemed appropriate for the City's needs, through consideration of the following factors:
 - a. Prior experience in business promotion for a historic district
 - b. Quality and detail of plan provided
 - c. Proposed cost of service
 - d. Willingness to enter into the City's standard service provider contract (see attached sample contract)
5. The City may waive any minor informality herein and the City reserves the right to reject any or all proposals. The City will evaluate all proposals based on the criteria set in condition #4, with cost of service being one of but not the sole deciding factor. Proposals lacking the required information as laid out in Section III will be disqualified. The Committee will recommend a proposal to the City Manager who will make the final selection. Award of contract is subject to City Council approval.
6. It is the intent of the City to select the service provider on or before November 28, 2007.
7. It is anticipated that the period of performance for this request would begin on the date of selection lasting for 3 consecutive years with the option of two one-year extensions at the discretion of the City Manager. The City, however, reserves the right to terminate the agreement at any time.
8. In accordance with Park City's purchasing procedures, an applicant who determines that a decision has been made adversely to him, by the City, in violation of the City's adopted procedures, may appeal that decision to the City Council. A letter of appeal stating all relevant facts of the matter and the remedy sought must be filed with the manager within five working days from the time of the alleged incident.
9. According to Park City's purchasing policy, reasonable attempts will be made to support Park City businesses by contracting for services through local providers.

10. All submittals shall be public records in accordance with government records regulations (GRAMA) unless otherwise designated by the applicant pursuant to UCA §3-2-303, as amended.

Section II Scope of Services

In order to be considered for award, the organization providing business promotion for the Main Street Business Improvement District must agree to meet the City's requirements and provide the services outlined below. Required services include, but are not limited to the following:

- A. Provide communication to all the Main Street merchants through various channels (i.e., newsletter, emails, phone calls) including local event information that may impact the Main Street area.
- B. Coordinate special events and Main Street activities with Main Street area merchants. This will include communication and coordination with City staff.
- C. Provide marketing and advertising for BID businesses and the Historic Main Street area.
- D. Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.

Section III Contents of Proposal

1. List your organization's experience working with business promotion in a historic district.
2. Outline, in detail, your plan to provide business promotion as explained in the Scope of Services above
3. Provide a breakdown of the cost of service for each category of service as outlined in the Scope of Services.

Historic Main Street Business Alliance

Preserve, Promote, Protect

PO Box 1348
Park City, UT 84060
435-658-9612

November 21, 2007

Park City Municipal Corporation
Attn: Gary Hill, Budget, Debt, & Grants Manager
Budget, Debt, & Grants Department
445 Marsac Avenue P.O. Box 1480
Park City, Utah 84060-1480

Re: Proposal for Main Street Business Improvement District ("BID") Business Promotion

Dear Mr. Gary Hill,

This letter is The Historic Main Street Business Alliance ("HMBA") proposal for Main Street Business Improvement District ("BID") Business Promotion per Park City Municipal Corporation's ("PCMC") November 16, 2007 Request for Proposals. Attached is the HMBA's response to the BID packet provided by PCMC.

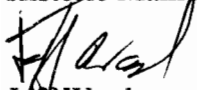
The HMBA is prepared to provide the requested business promotion for the Main Street Business Improvement District of Park City, Utah. The HMBA boundary is the same as the Business Improvement District Boundary as set forth:

The Main Street BID boundary shall follow the centerline of the following streets: beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9th Street, then west on 9th Street to the intersection of 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning.

The HMBA definition of Business promotion includes providing communications with all businesses within the BID, coordinating special events and activities in the BID, coordinating solid waste and recycling efforts with the City, and marketing/advertising to promote BID businesses.

The HMBA is requesting that PCMC accepts and approves the HMBA proposal to provide business promotion for the Main Street Business Improvement District of Park City, Utah.

Sincerely,
Historic Main Street Business Alliance


Jeff Ward,
Vice President

Historic Main Street Business Alliance

Preserve, Promote, Protect

PROPOSAL

Park City Municipal Corporation Section I General Conditions and Instructions

1. Required information is detailed in the attached specifications. (See Section III).
2. Proposal shall clearly indicate the legal names, addresses, and telephone numbers of the applicant. The proposal shall be signed by a principal of the firm who is legally authorized to obligate the firm to the terms and conditions of the proposal. "Historic Main Street Business Alliance, PO Box 1348, Park City, Utah 84060. The legally authorized principal is Jeff Ward, Vice President."
3. Four (4) copies of all proposals and attachments must be submitted. "Done"
4. The City intends to award the Main Street Business Improvement District (BID) business promotion contract to that firm with the best proposal, as deemed appropriate for the City's needs, through consideration of the following factors:
 - a. Prior experience in business promotion for a historic district
 - b. Quality and detail of plan provided
 - c. Proposed cost of service
 - d. Willingness to enter into the City's standard service provider contract (see attached sample contract)
5. The City may waive any minor informality herein and the City reserves the right to reject any or all proposals. The City will evaluate all proposals based on the criteria set in condition #4, with cost of service being one of but not the sole deciding factor. Proposals lacking the required information as laid out in Section III will be disqualified. The Committee will recommend a proposal to the City Manager who will make the final selection. Award of contract is subject to City Council approval.
6. It is the intent of the City to select the service provider on or before November 28, 2007.
7. It is anticipated that the period of performance for this request would begin on the date of selection lasting for 3 consecutive years with the option of two one-year extensions at the discretion of the City Manager. The City, however, reserves the right to terminate the agreement at any time.
8. In accordance with Park City's purchasing procedures, an applicant who determines that a decision has been made adversely to him, by the City, in violation of the City's adopted procedures, may appeal that decision to the City Council. A letter of appeal stating all relevant facts of the matter and the remedy sought must be filed with the manager within five working days from the time of the alleged incident.

9. According to Park City's purchasing policy, reasonable attempts will be made to support Park City businesses by contracting for services through local providers.
10. All submittals shall be public records in accordance with government records regulations (GRAMA) unless otherwise designated by the applicant pursuant to UCA §3-2-303, as amended.

Section II Scope of Services

In order to be considered for award, the organization providing business promotion for the Main Street Business Improvement District must agree to meet the City's requirements and provide the services outlined below. **The HMBA agrees to provide the following required services include, but are not limited to the following:**

- A. Provide communication to all the Main Street merchants through various channels (i.e., newsletter, emails, and phone calls) including local event information that may impact the Main Street area.
- B. Coordinate special events and Main Street activities with Main Street area merchants. This will include communication and coordination with City staff.
- C. Provide marketing and advertising for BID businesses and the Historic Main Street area.
- D. Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.

Section III Contents of Proposal

1. List your organization's experience working with business promotion in a historic district.
 - a) Over the past five years the HMBA has actively represented the businesses in the Main Street District interfacing with PCMC, promoting, sponsoring and participating in events on Main Street, working with the Park City Chamber of Commerce / Convention & Visitors Bureau to promote Main Street.
 - b) Help members acclimate to doing business in the Historic District.
 - c) Working with PCMC staff to look at the long range viability of the Historic District.
 - d) Help the City with special issues that concern the Historic District.
 - e) Recently completed a survey and an analysis of said survey of its members pertaining to the Park Silly Sunday Market. The purpose of the survey is to get feedback on how to improve this annual event. Looking at doing surveys more frequently.

2. Outline, in detail, your plan to provide business promotion as explained in the Scope of Services above.
- a) HMBA has established a communication network with all businesses within the BID through email and phone lists.
 - b) HMBA has a website, www.parkcitymainstreet.org, which provides businesses and guest to Park City with event activities, information about the organization, directions & parking information (location map), historic information, photo gallery, member's information, and contact information.
 - c) The HMBA has formed a sub-committee to help manage trash services for the Main Street business Improvement District and work with the City staff to develop a recycling program to accompany the solid waste management efforts. This HMBA sub-committee is meeting twice a month. A survey addressing trash services and recycling has been developed and is going to be emailed to all BID business to get input. The sub-committee is working with local recycle businesses to help develop a recycling program.
3. Provide a breakdown of the cost of service for each category of service as outlined in the Scope of Services.

Please see the breakdown of the cost of service for each category of service as outlined in the Scope of Services starting on the following page.

Historic Main Street Business Alliance

Preserve, Promote, Protect

PO Box 1348
Park City, UT 84060
435-658-9612

HMBA PROPOSED PROGRAM ACTIVITIES FOR FISCAL YEAR 2008

The HMBA is pursuing the establishment of a Business Improvement District (BID), whose goal is to preserve, protect and promote the Historic Main Street District. The HMBA, incorporated March 15, 1999, holds as its central focus the mission of representing the business interest with Park City Municipal Corporation and the Park City community. The following are the programs and program activities for fiscal year 2008. The major cost component of the programs is the administrative hours which are budgeted at a total of 791 hours for fiscal year 2008 at an hourly rate of \$22.00.

Member Services

On an ongoing basis the HMBA provides communication to all the Main Street merchants through various channels (i.e., newsletter, emails, phone calls) in regard to City & County news and updates, local event information that may impact the Main Street corridor and other pertinent and impacting information.

Administrative Hours:	Hours	
Monthly E-newsletters	60	
Board of Directors/Executive Committee Meetings & Write-ups	120	
Annual Membership Meeting	30	
Board of Directors Annual Elections	24	
Total Administrative Hours: (29.58% of budgeted hours)	\$22/hour x 234	\$5,148
Other Program Costs		
Office Supplies (pens, pencils, paper, toner, envelopes, etc.)	1,000	
Director and General Liability Insurance	1,300	
Annual Refreshment Budget for Meetings	1,600	
Total Other Program Costs		\$2,600
Member Services Program Total		\$9,048

Downtown Events & Activities

The HMBA works throughout the year with outside groups to help coordinate special events in the historic district. The HMBA's role includes the coordination of Main Street activities with local merchants (including specifically targeted communications), meetings with the City event department in cooperation with planning organization, and administering the contractual involvement of the HMBA with organizations (e.g. Kimball Arts Festival, Sundance Film Festival).

Administrative Hours:	Hours
Major Events	
Kimball Arts Festival	20
Holidays on Main/Santa (with PCMR)	32

Halloween on Main	20	
Park Silly Sunday Market	20	
4 th of July	10	
Miner's Day (Labor Day)	10	
Sundance Film Festival	40	
Total Major Event Hours	\$22/hour x 152	\$3,344

Minor Events

Mustang Roundup	1	
Monthly Gallery Stroll	2	
NORBA Race	1	
Wasatch Back Relay	1	
Unidentified Events (10)	10	
Total Minor Event Hours	\$22/hour x 15	\$308

Total Administrative Hours: (21.11% of budgeted hours) 167 hours x \$22/hour	<u>\$3,674</u>
Downtown Events & Activities Program Total	<u>\$3,674</u>

Marketing/Advertising

The HMBA, with the assistance of some grants, incorporates a minimal advertising and marketing program to encourage collective local exposure to member businesses. (*The programs supported by grants are not included in this summary).

New Branding (Logo and Image Mark)

Administrative 10 hours x \$22/hour	\$220
Designer Cost	\$3,000

Member Website Design and Maintenance

Administrative 80 hours x \$22/hour	\$1,760
Designer/Contractor/Hosting	\$13,000

Main Street Kiosks Updates & Maintenance

Administrative 35 hours x \$22/hour	\$770
Annual Maintenance	\$1,000

Main Street Kiosk Map Annual Updates

Administrative 30 hours x \$22/hour	\$660
Annual Maintenance	\$500

Printing 8 ½" x 11" maps	\$2,000
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Main Street Tourist Brochure Updates

Administrative 20 hours x \$22/hour	\$440
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Publication of Electronic Business Directory for HMBA Members

Administrative 20 hours x \$22/hour	\$440
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Administrative Hours: (24.65% of budgeted hours) \$22/hour x 195 hours	\$4,290
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Program Costs (Production)	<u>\$18,500</u>
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Marketing/Advertising Program Total*	<u>\$23, 790</u>
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Solid Waste & Recycling Coordination

The HMBA, who approached the City in 2007 to address the historic district's new trash and recycling efforts, is pursuing the establishment of a Business Improvement District (BID) in order to work with the City to help coordinate the process. The HMBA's role in this capacity will include regularly interfacing with HMBA members regarding the program protocol and information and the formation of a committee to oversee and assess the efficacy of the program's contract on an annual basis. Additional efforts will include working with the City to develop a recycling program to accompany the solid waste management efforts.

Administrative Hours:	Hours		
Monthly Communication	75		
Committee Formation and Management	40		
Management of BID assessment	30		
Other (City coordination, accounting, etc.)	<u>50</u>		
Administrative Hours: (24.65% of budgeted hours)	\$22/hour x 195	<u>\$4,290</u>	
Solid Waste & Recycling Management Program Total		<u>\$4,290</u>	
<i>Total Fiscal Year Budget Request</i>		<u><u>\$40,802</u></u>	

**PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL
SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Historic Main Street Business Alliance, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall provide business promotion services to the businesses within the Main Street Business Improvement District (BID) and perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project").

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate after three years. The contract may be extended two times for one year by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall not exceed actual BID tax dollars collected by the City by the date of payment.
- B. A payment shall be made to the Service Provider on or before March 31 of each contract year. If the total allowable annual payment amount is not

disbursed at that time due to insufficient collections, a second payment shall be made on or before May 31 up to the total amount collected or the total allowable annual payment amount, whichever is less.

- C. Tax collections in excess of the total allowable annual payment amount shall be held by the City and added to the following year's payment subject to the schedule attached hereto as "Addendum B."
- D. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- E. The City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.
- F. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- G. The total allowable payment amount may be renegotiated at the end of the three year term (not to exceed total collections).

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 and as outlined in Addendum C.
- 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. Service Provider hereby acknowledges that their insurance policy is the primary coverage.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

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

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

18. TERMINATION.

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

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party

may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

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

22. SEVERABILITY.

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

23. ENTIRE AGREEMENT.

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

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

ADDENDUM “A”

SCOPE OF SERVICES

Required services include, but are not limited to the following:

- A. Provide communication to all the Main Street Area merchants (defined by the Business Improvement District boundaries) through various channels (i.e., newsletter, emails, phone calls) including local event information that may impact the Main Street area.
- B. Coordinate special events and Main Street activities with Main Street Area merchants. This will include communication and coordination with City staff.
- C. Provide marketing and advertising for BID businesses and the Historic Main Street area.
- D. Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.

These services will be provided to businesses within the Main Street Business Improvement District only, and funds will be spent in accordance with the Main Street Business Improvement District ordinances and State Code.

ADDENDUM "B"

PAYMENT SCHEDULE

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Expected BID Tax collections -	\$40,802	\$40,802	\$40,802
Previous year BID Tax in excess of expected collection -	\$-	TBD*	TBD*
Total Allowable Annual Payment-	\$40,802	TBD*	TBD*

* Amounts to be determined based on actual business license collections from the Main Street Business Improvement District. An analysis of this amount will be prepared by the City and attached to this contract annually.

A payment shall be made to the Service Provider on or before March 31 of each contract year. If the total allowable annual payment amount is not disbursed at that time due to insufficient collections, a second payment shall be made on or before May 31 up to the total amount collected or the total allowable annual payment amount, whichever is less.

ADDENDUM “C”

Performance Measures

The City requires that the Service Provider present an annual update to City staff on the following metrics. Perpetuation of this service provider contract is contingent upon the satisfactory execution of the scope of services (see Addendum “A”), which is in part determined by the achievement of the goals specified here:

1. Line-item accounting of how BID funds were spent
2. Summary of how each of the services in the scope of services was met.

City Council Staff Report



Author: Matthew A. Twombly
Subject: Neighborhood Parks Professional
Service Provider contract
Date: March 6, 2008
Type of Item: Administrative:
Service Provider Contract

**Sustainability
Implementation**

Summary Recommendation:

Authorize the City Manager to enter into a professional service provider contract (attached) for the Neighborhood Parks project(s) in a form approved by the City Attorneys Office to IBI Group in the amount of Eighty Two Thousand Two Hundred Ninety Five Dollars (\$82,295.00).

Description:

Topic: Neighborhood Parks Professional Service Provider Contract

Background:

In 2003, City Council directed the Recreation Advisory Board (RAB) and staff to proceed with the formation of a Neighborhood Parks Committee in order to solicit input from neighborhood parks area residents and plan for the (re)construction of Parks in the neighborhoods throughout the City through the use of the Neighborhood Parks Bond funds. In 2006, City Council directed staff and the RAB Neighborhood Parks Committee to develop a conceptual master plan for the Old Town Park (formerly referred as Wisniewski parcel) between Main and Hillside. Staff used David Nicholas with IBI Group (architect on the three other neighborhood parks) to develop a conceptual master plan for the park. On May 23, 2007 a public input meeting was held on-site at the proposed park with the conceptual master plan. The plan was well received by the public, and minor edits made based on their input.

On October 11, 2007 during the RAB Visioning, Council directed staff, RAB and the Neighborhood Parks Committee to develop construction documents for the Old Town Park. At the meeting, Council directed RAB and staff to proceed with parks improvements on the Holiday Ranch Loop site (dirt jump park) as conditioned in the CUP for the park to maintain the dirt jumps, provide restroom and parking facilities in conformance with the Land Management Code and to enhance the remainder of the parcel with Park amenities.

Analysis:

Staff advertised for the Request for Proposals for the design and engineering of the parks in the Park Record and Salt Lake Tribune in December. There were eight firms who submitted proposals: IBI Group, G. Brown Design Inc., Landmark Design, Alta Engineering & Planit Design Studio, GSBS, Logan Simpson Design, EPG and In-Site Design Group. A selection panel of four City staff and three RAB members rated the proposals based on experience, performance, ability, local business and work, as well as cost. Cost was considered as a deciding factor, but most of the emphasis in the review of the proposals was quality and ability to perform the services required. The design and engineering costs of the proposals ranged in price from \$33,700 to \$295,000. The selection panel short listed the top four firms of IBI Group, Landmark Design, G.Brown, and Alta & Planit. The selection panel interviewed the four firms on January 19, and 20. The firm of IBI Group was decided as the committee's recommended firm, based on their proposal and interview.

At the Holiday Ranch site restrooms and parking are required by the LMC CUP to make the dirt jump park permanent. Other additional amenities for this site will be determined through the public process. Staff believes the \$700,000 budget for the two parks will not cover the design/engineering and construction of the Old Town and Holiday Ranch park sites. Staff will return to Council through the budget process and design process on the Holiday Ranch site to discuss the financial impacts of the desired park amenities for this site.

As part of the RFP, it was noted that upon completion of the Design Development phase of the projects, a cost estimate of construction would be developed by the consultants prior to continuing into construction and bid documents. With the construction cost estimate, staff will return to Council with recommendations to proceed (or not) into construction documents and construction of both the parks. The construction and bid documents for the Holiday Ranch park site are not included in this contract

Where the Old Town park site has already received neighborhood input on the conceptual design, staff is comfortable with including the construction documents for the Old Town Park in the contracted scope of services, attached to the agreement as Addendum A, with IBI Group. The scope of services also breaks out construction administration (shown but not included in the contract) which will be further refined based on the cost estimate and timing of the two projects. It will be more cost effective to construct both projects at the same time, but this depends on the public, and permitting processes of the Holiday Ranch site.

The Service Provider Agreement includes (see Addendum A Scope of Services):

Old Town Park: Phase 1 - Schematic Design and Design Development.
Phase 2 - 90% and 100% Construction Documents.

Holiday Ranch: Phase 1 - Conceptual Master Plan, Schematic and Design Development.

The Agreement does not include Phase 2 – 90% and 100% Construction Documents for the Holiday Ranch park, or the Construction administration for either parks. Staff will return to Council after receiving the construction cost estimates prior to the budget process and moving forward with the construction documents (final design) for the Holiday Ranch site and project construction of the Old Town Park.

Department Review:

City Manager, Library and Recreation, and Sustainability Implementation have reviewed this report and all comments have been incorporated into the report.

Alternatives:

Approve the Request:

Authorize the City Manager to enter into a Professional Service Provider contract on a form approved by the City Attorney's Office with IBI Group in the amount of Eighty Two Thousand Two Hundred Ninety Five Dollars (\$82,295.00).

Deny the Request:

The Council could decide to no longer proceed with the projects, leaving the proposed sites for parks in their current condition.

Modify the Request:

Council could modify the project, proceeding with 1 of the parks only. Staff and the recommended design firm would need to modify the scope and contract amount.

Continuance:

Delaying a decision would delay the proposed schedule and possible completion of the Parks this season.

Do Nothing:

Delay would impact the project schedule.

Significant Impacts:

There is \$700,000 of the Parks Bond remaining and budgeted for the design and construction of the two parks. The CUP on the Dirt Jump Park was extended through May of 2008. The current schedule contemplates Design Development for Holiday Ranch Park to be substantially complete in May, which would coincide with a CUP application for the permanent dirt jumps and the remainder of the park improvements.

Consequences of not taking the recommended action:

Delay would impact the project schedule and discontinuing the project(s) would leave the sites in their current state, and would jeopardize the CUP for the dirt jumps.

Recommendation:

Staff recommends that Council authorize the City Manager to enter into a professional service provider contract for the Neighborhood Parks project(s) in a form approved by

the City Attorney's Office with IBI Group in the amount of Eighty Two Thousand Two Hundred Ninety Five Dollars (\$82,295.00).

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall be **Eighty Two Thousand Two Hundred Ninety Five Dollars (\$82,295.00)**.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on January 1, 2009 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

subcontractors or representatives during the performance of this Agreement.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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.

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- 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.
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access and right to examine any of said materials at all reasonable times during said period.

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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.

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

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- 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.
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will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

22. SEVERABILITY.

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

23. ENTIRE AGREEMENT.

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

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



**Park City Neighborhood Parks
Scope of Services - Addendum A**

Creekside Neighborhood Park

1.0 Phase I - Conceptual Master Plan, Schematic & Design Development

Task	Proposed Fee
1.1 Conceptual Master Plan	\$ 13,698
1.2 Schematic Design / Design Development	\$ 26,467
Subtotal	\$ 40,165

Total Fee Creekside Neighborhood Park **\$ 40,165**

Additional Services Requested not in Initial Contract

2.0 Phase II - Construction Documents and Construction Phase Services

Task	Proposed Fee
2.1 Construction Documents	\$ 31,690
2.2 Construction Phase Services Budget	\$ 10,000

Old Town Neighborhood Park

1.0 Phase I - Schematic & Design Development

Task	Proposed Fee
1.1 Schematic Design / Design Development	\$ 14,670
Subtotal	\$ 14,670

2.0 Phase II - 90 and 100% Construction and Bid Documents

Task	Proposed Fee
2.1 90% Construction Documents	\$ 15,263
2.2 100% Construction Documents	\$ 10,697
Subtotal	\$ 25,960
Structural Consultant	\$ 1,500
Subtotal	\$ 27,460

Total Fee Old Town Neighborhood Park **\$ 42,130**

Additional Services Requested not in Initial Contract

Construction Phase Services Budget Allowance \$ 10,000

Total Contract Amount **\$ 82,295**

Note - Fees do not include reimbursable expenses or other specialty consultants not listed.

ADDENDUM A

SCOPE OF SERVICES

B. DETAILED WORK PLAN & FEE BREAKDOWN

The following scope and fee breakdown is based on the outline stated in the RFP. The tasks / deliverables listed are directly listed in the proposed Schedule provided in the next section. Please see item D in this section for recommended strategies for cost savings.

Creekside Neighborhood Park

Phase One – Conceptual Master Plan, Schematic & Design Development

Conceptual Master Plan..... \$13,698

- Project Team Meetings (bi-monthly)
- Information Gathering / Site Analysis
- Project Vision / Goals Statement
- Neighborhood / Community Design Charrette
- Conceptual Design
- RAB Review
- Final Conceptual Master Plan

*Schematic & Design Development..... \$26,467

- Project Team Meetings (bi-monthly)
- Schematic Design Documents
- City Review
- Neighborhood Open House
- Design Development Documents
- Opinion of Probable Construction Costs
- RAB Presentation and Approval
- City Council Review and Approval



Phase Two – 90% and 100% Construction and Bid Documents

*90% Construction Documents..... \$19,386

- Project Team Meetings (bi-monthly)
- Construction Drawings
- Preliminary Specifications
- Updated Opinion of Probable Costs
- City Review

*100% Construction and Bid Documents..... \$12,304

- Project Team Meetings (bi-monthly)
- Final Construction Drawings
- Final Specifications and Bid Documents
- Updated Opinion of Probable Costs
- Building Department Review and Approval

Construction Phase Services..... **TBD

- Respond to Contractor Questions
- Shop Drawing / Submittal Review
- Weekly Construction Meetings / Site Visits
- Final Inspection / Punchlist

* Schematic & Design Development and Construction Document fees are estimated based on a theoretical program for the park. We recommend completing the conceptual master plan and finalize the program prior to negotiating final fees for these tasks.

** These services assume independent construction projects for each park and based on a four-five month construction schedule. Once a contractor is selected and final construction schedule is set, we would finalize the construction services scope and fee.



Old Town Neighborhood Park

Phase One – Conceptual Master Plan, Schematic & Design Development

Schematic & Design Development..... \$14,670

- Project Team Meetings (bi-monthly)
- Finalize Program / Review of Existing Master Plan
- Schematic / Design Development Documents
- Opinion of Probable Construction Costs
- City Review
- RAB Presentation and Approval
- City Council Review and Approval
- Neighborhood Open House (if required)

Phase Two – 90% and 100% Construction and Bid Documents

90% Construction Documents..... \$15,263

- Project Team Meetings (bi-monthly)
- Construction Drawings
- Preliminary Specifications
- Updated Opinion of Probable Costs
- City Review

100% Construction and Bid Documents..... \$10,697

- Project Team Meetings (bi-monthly)
- Final Construction Drawings
- Final Specifications and Bid Documents
- Updated Opinion of Probable Costs
- Building Department Review and Approval

*Construction Phase Services..... TBD

- Respond to Contractor Questions
- Shop Drawing / Submittal Review
- Weekly Construction Meetings / Site Visits
- Final Inspection / Punchlist

** These services assume independent construction projects for each park and based on a four-five month construction schedule. Once a contractor is selected and final construction schedule is set, we would finalize the construction services scope and fee.





Addendum B

Current Hourly Rates

Title	Hourly Rate*
Associate Director	\$250-300
Associate.....	\$165-195
Senior Consultant.....	\$270-300
Senior Engineer	\$180-200
Senior Architect	\$140-180
Senior Landscape Architect	\$140-160
Senior Planner	\$140-160
Civil Engineer	\$120-135
Architect	\$100-150
Landscape Architect	\$100-130
Urban Designer.....	\$115-130
Graphics and Support Staff	\$45-75

*IBI Group conducts annual reviews in the summer, and our rates may be modified then.



City Council Agenda Report

DATE: March 6, 2008
DEPARTMENT: Public Works
AUTHOR: Pace Erickson, Operations Manager
TITLE: Asphalt Recycler Purchase
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Accept the Asphalt Recycler bid and authorize the City Manager to purchase from **21st Century Equipment Co.** one (Bagela BA7000F) Asphalt Recycler in the amount of \$99,490.

A. Topic: Asphalt recycler purchase

B. Background:

Asphalt recycling technology has been around for some time. The sustainable approach utilizes existing asphalt which is milled or removed from paved surfaces. The removed asphalt is then reheated and reapplied as patching or paving.

Asphalt is a very valuable renewable resource and recycling produces a very “green” product.

Much of the older technology utilized tub heaters which heat the asphalt and then the asphalt is removed and recycled. The issue with this system is the difficulty controlling heat which burns the oil from the asphalt mix and these systems are not easily transportable. However, the cost of oil along with the advent of transportable, heat controlled continuous feed recyclers has made the process of recycling asphalt much more efficient and cost effective.

Park City produces between 100 to 300 tons of milled asphalt material each year as part of the pavement management program. Currently this material is not being utilized in the most productive fashion. By recycling this material into usable asphalt, Park City saves money and reduces our overall carbon footprint.

Utilizing millings and asphalt materials removed from patching will reduce our O&M budget by \$25,000 per year which is reflected in the current budget. Therefore it will pay for itself in five years including equipment maintenance and operation costs.

C. Analysis:
Bid Process

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

Only one bid was received. This bid from 21st Century Equipment and meets all of the specifications and tonnage production requirements. While only one bid was received, staff researched with St Joseph Missouri who had also purchased a recycler last summer from 21st Century. The cost is very close to what they paid for their recycler last summer for (\$95,495). To staffs knowledge the Bagela is the only continuous feed asphalt recycler in a small trailerable size.

Budget

Currently there is \$110,000 budgeted for the procurement of an asphalt recycler (CIP project account cp 0133-031475).

Bid Tabulation

Contractor	Bid Schedule A
21st Century Equipment	\$99,490

D. Department Review: The City Manager's Office, Public Works and Legal departments have reviewed the staff report and proposal. This report incorporates all comments received.

ALTERNATIVES:

A. Award the Contract to the Lowest Responsive Bidder on schedule A: Accept the Asphalt Recycler bid and authorize the City Manager to purchase from **21st Century Equipment Co.** one (Bagela BA7000F) Asphalt Recycler in the amount of \$99,490.

This is staff's recommendation.

B. Re-bid the Contract: Staff does not recommend this action.

D. Do Nothing: Staff does not recommend this action.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

City Council has identified Preserving Park City's Environment as a top priority. With that in mind, it is critical to continue to find and implement ways to reuse resources where feasible. Consequences of not procuring a recycler may be with the cost of asphalt and the cost of production for equipment rising it will be more expensive in the future.

RECOMMENDATION:

Accept the Asphalt Recycler bid and authorize the City Manager to purchase from **21st Century Equipment Co.** one (Bagela BA7000F) Asphalt Recycler in the amount of \$99,490.



City Council Staff Report

Subject: Neighborhood Traffic Management Policy
Author: Jerry Gibbs, Lloyd Evans, Brian Anderson, Jonathan Weidenhamer, Phil Kirk
Department: Traffic Management Committee
Date: March 6, 2008
Type of Item: Administrative

Summary Recommendations:

Adopt the Neighborhood Traffic Management Policy by resolution.

Topic/Description:

Neighborhood Traffic Management Policy (NTMP)

Background:

The Traffic Management Committee (TMC) met with Council on January 31, 2008 to discuss changes to the Traffic Calming Policy (TCP) adopted July 11, 2002. The purpose in the NTMP remains consistent with the TCP:

1. A more structured involvement of the residents who bring forth traffic calming requests.
2. A more formal review process by City staff.
3. A greater ability to focus the proper amount of resources to known problem traffic areas.

The goals, objectives and policies in the proposed NTMP reflect the sentiment expressed at neighborhood traffic calming meetings and City Council goals. TMC has developed guidelines consistent with national guidelines and other communities with active traffic calming programs to provide a rationale and more consistent application of traffic management principles.

Council expressed concerns with the amended NTMP in two areas:

- Limiting the number of vehicles that can be diverted to neighboring streets from a NTMP action, and
- The length of time the proposed initial phase (phase 1) would require.

Staff agrees the impact to other neighborhoods should be judged on a case by case basis. Staff also believes there should be some threshold limit specified prior to implementing a more detailed study. Staff is recommending a fifty (50) vehicles per day threshold. Phase 1 is intended to be responsive if an issue does not require a neighborhood solution.

Analysis:

The NTMP is consistent with the Strategic Plan developed by the TMC and neighborhood advocates who have participated in the traffic calming process are supportive of the proposed changes. Staff is requesting Council to repeal and replace the current Traffic Calming Policy and adopt the Neighborhood Traffic Management Policy.

Department Review:

The resolution, policy and staff report has been reviewed by Police, Engineering, Sustainability, Public Works, Legal and City Administration.

Alternatives:

- A. Approve the Request:** Adopt a new resolution outline the process and guidelines for the Neighborhood Traffic Management Policy. This is the staff recommended action.
- B. Deny the Request:** This is not recommended. The current Traffic Calming Policy should be updated to better reflect community needs.
- C. Continue the Item:** This is also not recommended. Staff could still operate within the current policy.
- D. Do Nothing:** The current Traffic Calming Policy would still be in place.

Significant Impacts:

The NTMP provides guidelines for staff to follow and communicate to residents. Residents often request solutions to issues without understanding the cause and the implications of a particular solution. Quick solutions may create unanticipated impacts within the neighborhood, adjoining neighborhoods, and on City resources. The NTMP provides a systematic process that involves the neighborhood and staff working together to explore and implement acceptable solutions.

Consequences of not taking the recommended action:

Often there is confusion understanding and interpreting when the MUTCD is used as a guideline or a warrant. Traffic calming is as much an art as it is a science. Traffic engineering studies uses engineering techniques to achieve the safe and efficient movement of people and goods. The NTMP will provide a consistent set of guidelines for staff to follow and evaluate each traffic related request.

Recommendation:

Repeal Resolution 11-02 "Adopting the Neighborhood Traffic Management Program and Traffic Calming Policy" and pass a resolution adopting the "Neighborhood Traffic Management Policy".

Exhibit A

NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM

There is a growing concern in Park City to manage automobile use and reduce the impact of noise, safety, and improve livability/walkability. The Neighborhood Traffic Management Program (NTMP) provides residents an opportunity to jointly work with City professionals to evaluate the requirements, benefits, costs, and tradeoffs of using various traffic calming measures and techniques within their own neighborhood. The program outlines the many ways residents, businesses and the City can work together to help keep neighborhood streets safe.

Goals

- Improve the quality of life in neighborhoods
- Improve conditions for pedestrians
- Create safe and attractive streets
- Reduce accidents
- Reduce the impact of motorized vehicles within a neighborhood
- Balance the transportation needs of the various land uses in and around a neighborhood

Objectives

- Promote safe and pleasant conditions for residents, motorists, bicyclists, and pedestrians on residential streets.
- Improve neighborhood livability and quality of life by mitigating the impact of vehicular traffic on residential neighborhoods.
- Promote, encourage and support the use of multi-modal transportation alternatives.
- Encourage resident participation in all phases of Neighborhood Traffic Management Program activities.
- Provide for the safe and efficient movement of people and goods while preserving, enhancing, or reclaiming the neighborhood's livability and to guide the use of the Park City street system to control air pollution, traffic, and livability problems.
- Educate property owners as to ways they can help to ease traffic problems.
- Enlist the Police Department to focus on areas where there is a community concern for speeding.
- Establish guidelines and a framework for consistent decision making by utilizing the most current edition of the MUTCD Manual, traffic engineering and safety studies, experiences of other communities, community guidelines and input from local professionals..

Policies

- A combination of education, enforcement, and engineering methods should be employed. Neighborhood Traffic Management devices should be planned and designed in keeping with sound engineering and planning practices. Park City shall direct the installation of traffic control devices (signs, signals, and pavement markings) as needed to accomplish the project, in compliance with the project objectives, municipal code and pertinent state and federal regulations.
- Emergency vehicle response time should be accommodated in keeping with the response standards:
 - If current emergency vehicle response time is greater than the standard, Neighborhood Traffic Management efforts shall not further degrade the existing response time;
 - If the current response time is less than the standard, then Neighborhood Traffic Management shall not cause the response time to exceed the standard.
- Transit service access, safety, and scheduling should not be adversely impacted.
- Reasonable automobile access should be maintained. Pedestrian, bicycle, and transit access should be encouraged and enhanced wherever possible.
- In general, arterial street traffic will not be directed over neighborhood streets.
- Parking removal should be considered on a project-by-project basis. Parking needs of residents should be balanced with the equally important functions of traffic, emergency vehicle access, transit, bicycle, and pedestrian movement.
- The Neighborhood Traffic Management projects should not cause an increase of more than 50 vehicles per day (vpd) off the Project Street through the use of traffic diversion devices. If it is anticipated more than 50 vpd will be added to an inter-neighborhood street, the impacted neighborhood will be invited to participate in the neighborhood discussion prior to implementing any recommended action..
- To implement the Neighborhood Traffic Management Program, certain procedures should be followed in processing Neighborhood Traffic Management requests in accordance with applicable codes and related policies and within the limits of available resources. At a minimum, the procedures shall provide for submittal of project proposals; project evaluation (including risk management analysis) and selection; resident participation; communication of any test results and specific findings to project area residents and affected organizations before installation of permanent Neighborhood Traffic Management devices; and appropriate City Council approval.

To implement the NTMP, certain procedures shall be followed by the City in processing traffic management requests according to applicable codes and related policies within the limits of available resources. At a minimum, the procedures shall provide for:

- a simple process to propose projects;
- a system for staff to evaluate proposals;
- neighborhood representation and participation in plan, development and evaluation;
- communication of any test results and specific findings to area residents and affected neighborhood organizations; strong neighborhood support and acceptance by adjacent impacted neighborhood/commercial areas before installation of permanent traffic management devices; and
- Using passive traffic controls as first effort to solve most neighborhood speed problems.

Eligibility

All individuals, neighborhood, and business districts on city streets are eligible to participate in the NTMP. Any traffic management techniques desired to be used on Utah Department of Transportation (UDOT) owned streets must also be approved by UDOT.

Funding Alternatives (not in priority order)

1. 100% Private Funding
2. Approved as a part of the City's Capital Improvement Program
3. Combination of 1 and 2
4. Special Improvement District
5. City Traffic Calming Funds

Procedures

Phase 1

Phase 1 consists of the TMC or a representative on the TMC receiving an inquiry or complaint relating to traffic, parking, signage, sidewalks, pedestrian, bicycles, lighting or other issues concerning activity within the city's street rights of way or UDOT rights of way within the city limit.

1. The item may be handled directly by the TMC representative or discussed at the monthly meeting of the TMC. Issues will be discussed with respect current codes, resources, timing, and possible outcomes and if the request should move to a Phase 2. The TMC representative will contact the appropriate individual with the results of the TMC meeting. If further action is required, the TMC representative will be accountable for ensuring the next steps are outlined to the individual(s) such as Phase One providing some immediate relief and problem assessment by assigning traffic officers to conduct enforcement, including speed control, along with deploying the TMC's traffic trailers to help reduce the traffic issue.
2. **Evaluation**
Evaluation of Phase 1 actions should not exceed three (3) months.

Phase 2

Phase 2 consists of implementing passive traffic controls.

1. Initiation/Eligibility
Neighborhood complaint must include petition signed by at least 5 residents or businesses in the area to initiate Phase 2 of traffic calming process.
2. Review of petition by Traffic Management Committee to determine if the issue(s) can be resolved through existing ordinances or programs and/or if more information needs to be collected. If agreement can be reached with the petitioners on a solution, a neighborhood meeting is not required.
3. Phase 2 First Meeting
Neighborhood meeting is hosted by Park City to gain an understanding of issues and determine goals of traffic calming petition, initiate community education, initiate staff investigation of non-intrusive traffic calming measures, discuss options, estimate of cost, timing, and process. A neighborhood shall appoint a representative(s) as a point of contact and liaison to the Traffic Management Committee.
4. Phase 2 Implementation
 - a. Staff considers non-intrusive traffic calming techniques such as signing, striping, and general traffic control. Minimum actions may include *Residential Area* signs, speed limit signs, review of striping, review of turn restrictions, review of appropriate traffic control devices, consideration of temporary speed trailers, as well as increased Police enforcement.
 - b. Community watch program may be initiated. This program includes neighbors calling police to request increased speed limit enforcement, neighborhoods checking out the radar speed gun from Police to monitor speeds and record licenses, neighbors disseminating flyers printed by the City reminding the community to slow down, community watch for commercial or construction vehicles, etc.
 - c. Targeted police enforcement will begin to include speed control.
 - d. Vehicle speeds and counts. Results posted on the City's web-site (www.parkcity.org).
 - e. All discussion of data and solutions will take place at the Traffic Management Meeting held on the 2nd Wednesday of each month. The neighborhood representative(s) will be invited to attend and participate in the discussion of data and possible solutions and course of action.
5. Phase 2 Evaluation
Evaluation of Phase 2 actions will occur over a 3 to 9 month period. Evaluation will include visual observations by residents and staff and some quantitative data may be collected on the effectiveness of non-intrusive measures implemented.
6. Phase 2 Neighborhood Evaluation Meeting
Phase 2 evaluation meeting will be held with the neighborhood liaison and interested

neighbors to discuss results of Phase 2.

7. **Manager's Report to City Council**
Phase 2 actions and recommendations from evaluation meeting presented including differing opinions. A council may request a future work session to discuss actions and next steps.
8. **Appeal Process-** A citizen(s) within the effected neighborhood may appeal a staff recommendation within 30 days of the council's review of the Manager's Report. The council may request a future work session to make a determination and take action.

Phase 3

1. **Phase 3 Initiation-**Twenty -five percent (25%) of the residents within the proposed neighborhood area may request in writing a request to initiate the Phase 3.
2. **Define Neighborhood Boundary-** At a minimum; a neighborhood will include all residents or businesses with direct access on streets to be evaluated by Phase 3 implementation. Residents or businesses with indirect access on streets affected by Phase 3 implementation may be included in neighborhood boundary only at the discretion of staff.
3. **Phase 3 Data Collection and Ranking-** Staff perform data collection to evaluate and rank neighborhood problems and the ability to solve problems. Data collection will include the following and will result in a quantitative ranking.

Criteria	Points	Basis Point Assignment
speed data (48 hour),	30	Extent by which the 85 th percentile traffic speed exceeds the posted speed limit (2 points per 1 mph)
volume data (48 hour),	25	Average daily traffic volumes (1 point per 100 vehicles, minimum of 500 vpd)
accident data (12 month)	24	Accidents caused by speeding (8 points per accident)
proximity to schools	5	Points assigned if within 300 feet of a public or private school
pedestrian crossing, bicycle routes, & proximity of pedestrian generators	5	Points assigned based on retail, commercial, and other pedestrian generators.
driveway spacing	5	If more than three driveways exist in any 100 foot section, no points will be provided.

No sidewalks	10	Total points assigned if there is no continuous sidewalk on either side of the road.
Funding Availability	50	50 points assigned if the project is in the CIP or 100% funding by the neighborhood. Partial funding of 50% or more by the neighborhood 25 points, partial funding of 10 to 50% by the neighborhood 10 points.
Years on the list	25	5 points for each year
Total Points Possible	179	maximum points available

4. Phase 3 implementation Recommendation- Staff proposes Phase 3 traffic calming implementation actions and defines a project budget.
5. Phase 3 Consensus Meeting- A neighborhood meeting is held to present Phase 3 implementation proposal including project budget, possible time frame, discuss temporary installation, etc. The estimated time frame is one to three years depending on funding availability.
6. Phase 3 Petition- Residents and businesses in neighborhood boundary are mailed/or hand delivered a petition by the City identifying Phase 3 actions, cost, and explanation of implications of vote. Petition provides ability to vote yes, no, or not return petition. Unreturned petitions count as no votes. Resident support for traffic calming is defined as 67 percent positive response. No more than four weeks is allowed for the return of a petition.
7. Phase 3 Implementation- Permanent installation will be implemented after the approval of funding by the City Council. Implemented actions will be continually monitored based on visual observation and accident data.
8. Post Project Evaluation- City staff will review impacts on traffic to determine if goals were met. Neighborhoods will have an opportunity to review data and provide comment.
9. Removal (if required) - Staff will authorize removal of improvements upon receiving a petition showing 75% support of the neighborhood. Removal costs in all or part may be assessed to the defined neighborhood boundaries.

DEFINITIONS

Introduction

Standard:

Traffic control devices shall be defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or bikeway by Park City Municipal Corporation..

The Manual on Uniform Traffic Control Devices (MUTCD) is incorporated by reference in 23 Code of Federal Regulations (CFR), Part 655, Subpart F and shall be recognized as the national standard for all traffic control devices installed on any street, highway, or bicycle trail open to public travel in accordance with 23 U.S.C. 109(d) and 402(a). The policies and procedures of the Federal Highway Administration (FHWA) to obtain basic uniformity of traffic control devices shall be as described in 23 CFR 655, Subpart F.

Park City Traffic Management Committee (TMC) will follow the current edition of the MUTCD except where engineering studies and/or traffic programs in other cities may be substituted to justify a change in warrants and application.

Speed Limits

Residential streets in Park City will generally be posted at 25 mph. The posted speed limit shall be within ten (10) miles per hour (MPH) of the 85th percentile speeds. Traffic engineering studies are required to justify a higher or lower speed limit.

*TMC Comment- The Park City Council may determine the **reasonable and safe speed limit** for city streets. The Utah State Code requires several procedural steps prior to setting a speed limit such as a traffic engineering and safety study consistent with the requirements and recommendations in the most current version of the “Manual on Uniform Traffic Control Devices”.*

Speed limits are based on travel time and safety and generally set within five (5) mph of the 85th percentile. The TMC has adopted as a guideline to use ten (10) mph. In residential areas, travel efficiency is given a lower priority. Speed limits set arbitrarily low are ignored by neighbors, compliance is poor and the Police do not have the resources to strictly enforce. Passive measures such as adding guide lines (edge striping) and narrowing driving lanes to ten (10) feet may be used to lower traveling speeds. Neighborhoods may request physical changes to the roadway to reduce the 85th percentile speeds to within the ten (10) mph of the posted speed limit after completing Phase 2 of the Neighborhood Traffic Management Program and initiate a Phase3 process.

Driver Feedback Signs (DFS)-

Driver Feedback Signs (DFS) are electronic signs that provide the driver his/her current speed and the posted speed limit. If corrective measures are unable to bring the 85th percentile speed within 10 mph of the posted speed limit, a DFS may be used. A DFS may be installed in other areas if special circumstances exist and a traffic engineering study supports the installation.

Guide Lines

Guide lines are edge marking added to a roadway on both sides of a roadway to give the visual appearance of a narrower driving area. The minimum lane width will be ten (10) feet.

TMC Comment- *Studies have shown a reduction of 1 to 2 mph can be anticipated.*

Slow-Children at Play

A non conforming sign identifying where children are playing.

TMC Comment- *The TMC frequently receives requests for “Slow-Children at Play” signs. Federal Standards discourage the use of “Children at Play” signs. There is a wide spread false belief that traffic signs provide added protection. Studies have shown there is no long term reduction in speed. The TMC does not support the installation of “Children at Play” signs but do recommend if residents are concerned, they should purchase a “Children at Play” sandwich board or sign for display in their yard.*

Crosswalk

A part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or in the absence of curbs, from the edges of the traversable roadway, and in the absence of a sidewalk on one side of the roadway, the part of a roadway included within the extension of the lateral lines of the sidewalk at right angles to the centerline or any portion of a roadway at an intersection or elsewhere distinctly indicated as a pedestrian crossing by lines on the surface, which may be supplemented by contrasting pavement texture, style, or color.

TMC Comment- *Pedestrian and motorists have the same legal rights at unmarked crosswalks at intersections as they do at a location with crosswalk markings. Crosswalks work best where pedestrian volumes are relatively high and the potential for conflict with vehicles is also high. Unwarranted or random crosswalks that are seldom used by pedestrians may breed disrespect for the devices and make the ones that are truly necessary even less effective. The TMC has adopted a less restrictive warrant developed by Fehr and Peers for Park City than recommended in the MUTCD for crosswalk in residential areas. The warrant matrix is below in Attachment 2.*

Stop signs - A stop sign is an effective traffic control device when used at the proper place under appropriate conditions. A stop sign is used at an intersection to assist drivers and pedestrians in determining who has the right-of-way and where irremovable visibility restrictions exist.

TMC Comment- *One problem often reported is speeding so residents ask for a stop sign. Stop signs may often seem like a good solution to neighborhood speeding, but traffic studies and experience show that using stop signs to control speeding doesn’t necessarily work. When stop signs are installed to slow down speeders, drivers may actually increase their speed between signs to compensate for the time they lost by stopping. Some drivers tend to accelerate rapidly after a stop, possibly creating an even more dangerous situation. In fact, most drivers reach their top speed within 100 feet of a stop sign.*

So why not have a stop sign at every intersection? Too many stop signs could cause motorists to ignore the right-of-way rule or some drivers may simply choose to ignore the stop sign. More stop signs in a neighborhood can result in higher levels of pollution, more noise and maintenance cost

Stop signs should be installed at intersections where drivers cannot safely apply the right-of-way rule, resulting in an increase in accidents, where irremovable visibility restrictions exist, and/or where traffic volumes are high enough to formally establish vehicle right-of-way and should not

be used to divert traffic or reduce speeding.

Residential Multi-Way Stop Signs

Multi-way stop signs should be used at intersections considering the amount of traffic, the length of time traffic must wait to enter an intersection, and the safety of an intersection (number of stop sign preventable accidents).

TMC Comment- The TMC has adopted guidelines to review requests for multi-way stop signs. These "guideline criteria" have been established by the U.S. Department of Transportation based on the expertise and experience of transportation engineers nationwide. Attachment 1.

Examples of Positive Physical Controls

Narrowing the Street- may require the loss of parking on one or both sides and/or reduced driving lanes. Pedestrian enhancements could be installed or expanded.

Medians Islands - used to constrict travel lane width and provide an area for additional landscaping and signage.

Bulb-Outs (Chokers/Curb Extensions) - physical constrictions constructed adjacent to the curb at both intersections and mid-block locations making pedestrian crossings easier and space for additional landscaping and signage.

Speed Humps - are vertical changes in the pavement surface that force traffic to slow down in order to comfortably negotiate that portion of the street.

Chicanes - are a set of two or three landscaped curb undulations that extend out into the street. Chicanes narrow the street encouraging drivers to drive more slowly.

Traffic Circles and Roundabouts - circular islands located in the middle of street intersections that force traffic to deflect to the right, around a traffic island, in order to perform any movement through the intersection tending to slow the traffic speeds. Traffic circles and roundabouts are not generally pedestrian friendly.

Rumble Strips - changes in the elevation of the pavement surface and/or changes in pavement texturing which are much less pronounced than speed humps.

Diverters - physical obstructions in intersections which force motorists to turn from the traveled way onto an adjacent intersecting street thereby reducing volume.

Attachment 1 PARK CITY RESIDENTIAL MULTI-WAY STOP SIGN GUIDELINES WARRANT WORKSHEET

This Residential Multi-Way Stop Warrant Worksheet is applicable only to the intersection of residential streets with speed limit of not greater than 30 miles per hour. This procedure is not to be applied to the intersection of a residential street with a collector or arterial street.

DATE: _____

INTERSECTION OF: _____

AND _____

EXISTING TRAFFIC CONTROL: _____

1. CLASSIFICATION OF STREETS

Both intersection streets are classified and function as residential streets, and the posted speed limit of each is 30 mph or lower.

STOP—this procedure is only applicable to residential streets. Commercial and streets with mixed uses must meet warrants established for all-way stop control in the Manual on Uniform Traffic Control Devices.

2. SPEED OF TRAFFIC

Highest average speed of all approaches (average of 85th percentile speed and upper limit of 10 mph pace). See accompanying worksheet. Check only one selection.

0 points for 15.0 to 27.5 mph	_____
25 points for 27.6 to 32.5 mph	_____
60 points for 32.6 to 37.5 mph	_____
120 points for 37.6 to 50.0+ mph	_____

Highest average speed _____ mph = _____ points

Subtotal Item 2. _____

3. SCHOOL PEDESTRIANS

Go to (b) in this section if the intersection is currently protected by an adult crossing guard.

- a) Estimated number of children within the area not bussed using shortest walk to school route (based on school demographics).

Elementary and middle school children (1 point each) _____ x 1 _____

b) Proximity of intersection to school. This may be either one or the other but not both.

Intersection is primary crossing at an elementary or middle school, 200 points _____

Intersection is adjacent to an elementary or middle school, 100 points _____

Subtotal Item 3. _____

4. ACCIDENT EXPERIENCE **(Intersection Accidents Only)**

Right angle collisions within past 12 months—

Correctable by All-Way Stop Signs, 75 points each _____ X 75 = _____

Collisions other than right angle in past 12 months—

20 points each _____ X 20 = _____

Subtotal Item 4. _____

5. CRITICAL APPROACH SPEED

Lowest critical approach speed of all approaches. Check and enter points below.

Critical approach speed <20 mph - _____ mph 20 points _____

Critical approach speed <10 mph - _____ mph 50 points _____

Critical approach speed < 5 mph - _____ mph 75 points _____

Subtotal Item 5. _____

6. UNEXPECTED HAZARDS

Curve or hill within 300 feet which obscures view of intersection _____

50 points _____

Not noted above—25 points _____

Subtotal Item 6. _____

7. NEARBY PUBLIC FACILITIES

25 points for each public facility, other than schools, such as a church, park, swim club, library or shopping center within 300 feet of intersection.

Enter number of applicable facilities here _____

Subtotal Item 7. _____

8. INTERSECTION CONDITIONS (Edge to Edge of Pavement)

Width of any approach <22 feet –25 points _____

On-street parking within 50 feet of any approach—10 points _____

Subtotal Item 8. _____

9. TRAFFIC VOLUMES

Total approach volume—average hour of eight hours counted, on average weekday—1 point per vehicle _____

Minor leg volume _____

Minor leg adjustment, average of all hours counted.

Check one.

Greater than 160, subtract 0 _____

120 to 159, subtract 50 _____

100 to 119, subtract 100 _____

75 to 99, subtract 120 _____

74 to 40, subtract 150 _____

Subtract minor leg adjustment from total approach volume _____

Subtotal Item 9. _____

10. ADJACENT TRAFFIC CONTROL

Any adjacent intersection is controlled by all-way stop or traffic signal.

Enter intersection name(s) if applicable _____

Subtract 100 points _____

Any adjacent intersection stops or yields on subject streets.

Enter intersection name(s) if applicable _____

Subtract 50 points _____

Subtotal Item 10. _____

Classification of Streets	Item 1	<u>No Total</u>
Speed of Traffic	Item 2	_____
School Pedestrians	Item 3	_____
Accident Experience	Item 4	_____
Critical Approach Speed	Item 5	_____
Unexpected Hazards	Item 6	_____
Nearby Public Facilities	Item 7	_____
Intersection Conditions	Item 8	_____
Traffic Volumes	Item 9	_____
Adjacent Traffic Control	Item 10	_____

Total of all items _____

If point total of all items is greater than or equal to 400, the intersection qualifies for installation of all-way stop control

RESOLUTION NO. ____-08

**RESOLUTION ADOPTING THE NEIGHBORHOOD TRAFFIC
MANAGEMENT POLICY FOR PARK CITY, UTAH**

WHEREAS, City Council requested City staff to review the Neighborhood Traffic Calming Program and make suggested recommendations to amend the Program based on the City's recent experience and the experience other cities have had; and,

WHEREAS, The Traffic Calming Policy shall be now known as the Neighborhood Traffic Management Policy; and,

WHEREAS, the Neighborhood Traffic Management Policy will serve as a tool for the evaluation, prioritization and implementation of traffic calming projects; and,

WHEREAS, this staff report incorporates City Council's recommended changes to the Neighborhood Traffic Calming Policy; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED, that City Council adopts a resolution amending the Neighborhood Traffic Calming Program.

SECTION 1. REPEALS AND REPLACE RESOLUTION 11-02 NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM AND TRAFFIC CALMING POLICY. The City Council hereby repeals and replaces the Neighborhood Traffic Management Program and Traffic Calming Policy dated July 11th, 2002.

SECTION 2. ADOPTION OF PROGRAM AND POLICY. The Mayor and City Council hereby adopts Exhibit A, the Neighborhood Traffic Management Policy outlining associated goals, objectives, and policies.

SECTION 3. EFFECTIVE DATE. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 6th day of March, 2008

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



City Council Staff Report

Subject: Reckless Skiing and Trespass Ordinances
Author: Deputy City Attorney
Department: Legal Department
Date: March 6, 2008
Type of Item: Legislative

Summary Recommendations:

Adopt the proposed ordinances which would amend Title 8, Chapter 2 of the Municipal Code of Park City (MCPC). The first ordinance addresses reckless skiing and snowboarding and the second ordinance addresses skiing into closed areas within the ski areas. Both ordinances affect only those portions of Deer Valley and Park City Mountain Resort that are within Park City Municipal Corporation (PCMC) boundaries.

Topic/Description:

Amending PCMC's MCPC.

Background:

In February, 2006, a New York resident and a Florida resident collided while skiing at Deer Valley. Both individuals contacted the Park City Police Department and expressed an interest in pressing charges against the other. The incident was resolved civilly and no criminal charges were filed. That incident, however, brought to light the fact that while both Wasatch and Summit Counties had an ordinance addressing reckless skiing, PCMC did not. This made sense because at the time, most of the resort property was in unincorporated counties with only the base areas being within city boundaries. With the Flagstaff annexation and the more recent annexation of much of Park City Mountain Resort, the need for PCMC to have a reckless skiing ordinance consistent with neighboring counties increased.

PCMC staff researched reckless skiing ordinances in several other jurisdictions – including Summit and Wasatch Counties - and began discussing with both Deer Valley and Park City Mountain Resort whether PCMC should have an ordinance. Both resorts expressed strong interest in PCMC having a reckless skiing ordinance to replace the Summit County ordinance which no longer applied. Additionally, an attorney representing both resorts suggested drafting a second ordinance addressing skiing in closed areas within the ski resorts.

As discussions with the resorts progressed, staff asked the Park City Police Department (PCPD) to participate in the process. At a January, 2007, meeting with both resorts, their legal counsel, and Chief Evans and Captain Ryan of the PCPD, the parties discussed the final language of the ordinances. The parties further discussed that the PCPD would not be expected to respond “on-mountain,” ie the ski resorts would bear the responsibility to bring an alleged violator of either ordinance to the base of the

mountain. This does not preclude a subsequent on-mountain investigation by the PCPD.

After finalizing the proposed language, staff sent the proposed ordinances to the Summit County Attorney and the Wasatch County Attorney, since portions of the Park City Mountain Resort are in Summit County and portions of Deer Valley are in Wasatch County. Both county attorneys made non-substantive changes to the ordinances in order to tailor them to their respective jurisdictions. The ordinances are on the Wasatch County Council agenda and the Summit County Commission agenda on March 5, 2008.

Analysis:

Reckless Skiing Ordinance

Staff has reviewed and analyzed the reckless skiing ordinances in several other jurisdictions both inside and outside Utah. Staff compiled a range of possibilities – from criminalizing reckless skiing itself, to merely criminalizing the failure to report an on-mountain collision – and discussed those options to the resorts. For example, Summit County’s existing ordinance is more extensive and imposes criminal liability for the failure to render medical aid. Wasatch County’s existing ordinance, on the other hand, is more cursory and imposes fewer specific duties on skiers.

In the course of meeting with both Park City Mountain Resort and Deer Valley Resort to determine which ordinance language best suited their respective needs while also incorporating the language needed to protect the health, safety, and welfare of the public, staff learned that of the 950 on-mountain incidents at Deer Valley last year, 45 were collisions. PCMR indicated that collisions accounted for 10 % of all injuries. Both resorts, however, supported language that did not limit reckless skiing and snowboarding to incidents involving collisions. Accordingly, the proposed reckless skiing ordinance would not only allow for criminal penalties when collisions occur, but could also be used when a reckless skier or snowboarder’s conduct meets the elements of the proposed ordinance.

A violation of both proposed ordinances would be a class B misdemeanor. Under both Utah state code and the MCPC, a class B misdemeanor is punishable by imprisonment of not more than six months and a fine of not more than \$1,000. Misdemeanors are rarely sentenced to the maximum allowable sentence. Both the city and the resorts are more interested in these ordinances as an educational tool and a deterrent. Staff is unaware of any prosecutions under either county’s existing ordinances and therefore there is no expectation that many will occur.

Trespass Ordinance

The intent of the proposed trespass ordinance is to deter skiers from entering into areas within ski resorts that the resorts have closed to the public. Both resorts expressed an ongoing concern with keeping on-mountain operations safer by discouraging the public from entering such closed areas. This ordinance, consistent with the state trespass statute, is punishable as a class B misdemeanor.

Department Review:

The Legal Department, City Manager, and PCPD have reviewed this matter. Staff also provided this staff report to Summit and Wasatch County Attorneys for review.

Alternatives:**A. Approve the Request:**

Adopt the ordinances as proposed. This is the recommended action.

B. Deny the Request:

Denying the request would amount to being unresponsive to the local ski resorts' interest in enacting ordinances prohibiting reckless skiing and snowboarding and skiing in closed areas and the city's interest in continuing to protect the health, safety and welfare of its residents and visitors.

C. Continue the Item:

Continuing the item and providing direction to staff on revising the proposed ordinances is an acceptable option, as long as the ordinances could quickly be brought back before the city council.

Significant Impacts:

Approving the request could impact the PCPD as it may be called upon to enforce the ordinance. Approval could also bring additional cases to the City Prosecutor's office, although there is no expectation that there will be a significant number of charges filed under either ordinance.

Consequences of not taking the recommended action:

Denying the request would decrease the city's ability to protect the health, safety, and welfare of the public and would also result in being unresponsive to the local ski resorts' interest in continuing to have ordinances in place to increase safety at the resorts.

Continuing the item for a reasonable period of time would not likely have a significant impact as the resorts have operated for decades without a city ordinance in place and very few cases have been prosecuted under either county ordinance.

Recommendation:

Approve and adopt the attached ordinances.

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2 OF THE MUNICIPAL CODE OF
PARK CITY, UTAH TO INCLUDE THE PROHIBITION OF RECKLESS SKIING AND
SNOWBOARDING**

WHEREAS, there exists the potential at Park City Mountain Resort and Deer Valley Resort for reckless skiing and snowboarding incidents that could result in physical injury; and

WHEREAS, the parties involved in the reckless skiing incidents and the ski areas have asked the Park City Police Department and the City Attorney's Office to assist with reckless skiing and snowboarding enforcement; and

WHEREAS, the Municipal Code of Park City does not have an ordinance regulating skiing and therefore the City Prosecutor is unable to prosecute reckless skiers and snowboarders; and

WHEREAS, this section is intended to make reckless skiing and snowboarding within the City limits a Class B misdemeanor;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
PARK CITY, UTAH THAT:**

Section I. Amendment. Title 8 Criminal Code of the Municipal Code of Park City is hereby amended to include Section 8-2-8, as follows:

8-2-8. RECKLESS SKIING AND SNOWBOARDING PROHIBITED

1. **Definitions:**

- a. Injury: Any personal injury, death or property damage or loss suffered by a skier, snowboarder, observer, ski area operator, ski area or other person lawfully within the boundaries of a ski area.
- b. Ski Area: Any area designated by a Ski Area Operator to be used for skiing, nordic, freestyle, or other type of ski jumping and snowboarding, including any geographic area, terrain, and ski slopes served by a passenger ropeway.
- c. Ski Area Operator: Those persons, and their agents, officers, employees or representatives, who operate a Ski Area.
- d. Skier: Any person present in a Ski Area for the purpose of engaging in the sport of skiing, nordic, freestyle, or other types of ski jumping using skis, sled, tube, snowboard or any other device.

- e. **Passenger Ropeway:** A device, excluding an elevator, used to transport passengers along a level, inclined or declined path by means of a haul rope or other flexible elements that is driven by a power unit that remains essentially at a single location. Passenger Ropeways include an aerial tramway; an aerial lift, including a detachable grip lift and chair lift; a conveyor; a funicular; a surface lift, including a J-bar, T-bar, or platter pull; and a rope tow.
 - f. **Ski Patrol:** Those employees of a Ski Area who are employed to provide first aid or other medical attention to skiers injured on the mountain, or any person who as a volunteer sanctioned by the Ski Area carries out these functions
 - g. **Snowboarder:** Any person present in a ski area for the purpose of engaging in the sport of snowboarding.
2. **Reckless Skiing or Snowboarding Prohibited.** No person shall ski or snowboard in a reckless or negligent manner so as to endanger the life, limb, or property of any person, or so as to display a willful or wanton disregard for other persons or property. The primary duty shall be on the Skier or Snowboarder to avoid collision with any person or object below him. Each Skier or Snowboarder shall be presumed to have seen and understood skier information posted near base area ski lifts, on the passenger tramways, on trail maps, and/or on such ski slopes or trails as such person is skiing or snowboarding. The duty is on the Skier or Snowboarder to locate and ascertain the meaning of all signs posted.
 3. **Skier's or Snowboarder's Duty to Injured Party in the Event of a Collision.** Any Skier or Snowboarder involved in a collision resulting in injury to any person shall immediately stop at the scene of such collision and provide such care and treatment to any injured person as is reasonably necessary. Such assistance may include warding off other skiers while waiting for aid or contacting Ski Area personnel or Ski Patrol to advise that aid is necessary.
 4. **Skier's or Snowboarder's Duty of Notification in Even of a Collision.** Any Skier or Snowboarder involved in a collision with another person in which injuries result must give his or her name, address, and phone number to a member of the Ski Patrol, or other employee of the Ski Area, before leaving the vicinity of the collision. If it is necessary to leave the vicinity in order to secure aid for an injured person, the Skier or Snowboarder shall give his or her name and address as required herein after such aid is secured and before leaving the Ski Area.
 5. **Penalty.** It is a class B misdemeanor to violate any provision of this ordinance.

6. Trail Boards Required. Ski Area Operators shall post trail boards at one or more prominent locations within each Ski Area which shall include the duties of skiers and snowboarders and prohibition against reckless skiing and snowboarding as defined by this Ordinance.
7. Enforcement. The Park City Police Department, upon notification from a ski area operator, its designee, or an injured Skier or Snowboarder, shall have authority to investigate violations of this section and issue citations or make arrests.
8. Violations of this section that occur within Ski Area boundaries which extend into neighboring jurisdictions shall be referred to the appropriate authority for investigation and prosecution.

Section II. Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 6th day of March, 2008.

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2 OF THE MUNICIPAL CODE OF
PARK CITY, UTAH TO INCLUDE THE PROHIBITION OF SKIING AND
SNOWBOARDING IN CLOSED AREAS WITHIN SKI RESORTS**

WHEREAS, there exists the potential at Park City Mountain Resort and Deer Valley Resort for skiers and Snowboarders to impermissibly enter areas of the resort which are closed to access; and

WHEREAS, skiers and snowboarders entering closed areas within Park City Mountain Resort and Deer Valley Resort pose a danger to themselves, other skiers and snowboards, and to the ski areas; and

WHEREAS, the Municipal Code of Park City does not have an ordinance regulating skiing and snowboarding in closed areas of ski resorts, and therefore the City Prosecutor is unable to prosecute such transgressions; and

WHEREAS, this section is intended to make skiing or snowboarding in a closed area of Park City Mountain Resort or Deer Valley Resort a Class B misdemeanor;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section 1. Amendment. Title 8, Chapter 2 of the Municipal Code of Park City is hereby amended to include Section 8-2-9, as follows;

SKIING IN CLOSED AREAS PROHIBITED

1. Definitions

- a. Ski Area: Any area designated by a Ski Area Operator to be used for skiing, nordic, freestyle, or other type of ski jumping and snowboarding.
- b. Ski Area Operator: Those persons, and their agents, officers, employees or representatives, who operate a Ski Area.
- c. Skier: Any person present in a Ski Area for the purpose of engaging in the sport of skiing, Nordic, freestyle, or other types of ski jumping using skis, sled, tube, snowboard or any other device.
- d. Closed Area: An area designated by the Ski Area Operator as inaccessible by signs, ropes, flags, or any other indicia of closure, including, but not limited to, the existence of natural features impeding entrance to the area. A Closed Area can be anywhere within a Ski Area.

2. Skiing and Snowboarding in Closed Areas Prohibited. It shall be unlawful for any Skier or Snowboarder to negligently or intentionally go onto or upon any Closed Area. In the event a Closed Area is closed from one direction, but not all directions, entering the area from the closed direction is a violation of this ordinance.
3. Penalty. Any person violating the provisions of this ordinance shall be guilty of a Class B misdemeanor.
4. Enforcement. The Park City Police Department, upon notification from a Ski Area Operator, shall have authority to investigate violations of this section and issue citations or make arrests.

Section II. Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 6th day of March, 2008.