



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 7, 1999**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, January 7, 1999.

AGENDA

Closed Session - City Council Chambers - Lower Level

4:15 p.m. Property acquisition
4:45 p.m. Board appointment

Work Session - City Council Chambers - Lower Level

5:00 p.m. Council questions and comments
5:15 p.m. Review of regular meeting

Regular Meeting - City Council Chambers - Lower Level

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF DECEMBER 3, 1998

V CONSENT AGENDA

1. Resolution establishing a regular meeting date, time, and location for 1999 meetings of the City Council of Park City, Utah for 1999
2. Resolution adopting a drug and alcohol policy for the Transportation Department

VI NEW BUSINESS

1. Authorization to sell three buses
2. Resolution authorizing the Mayor and Chair of the Redevelopment Agency to execute an offer to sell with the United States Postal Service for the sale of a portion of Lot 9, Snow Creek Crossing, Park City, Utah
3. Authorization to staff to enter into an agreement with Utah Speedskating Association for use and maintenance of an ice skating sheet at City Park

VI RESIGNATIONS AND APPOINTMENTS

1. Appointment to Historic District Commission for a term expiring February 2000
2. Appointment of Mayor Pro Tem and Alternate Mayor Pro Tem

VII ADJOURNMENT

A Redevelopment Agency and Municipal Building Authority meeting will be held to establish regular meeting dates

Posted: 1/4/99
See parkcity2002.org



**PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JANUARY 7, 1999**

Present: Mayor Brad Olch; Council members Hugh Daniels; Roger Harlan; Chuck Klingenstein; Shauna Kerr; and Paul Sincok

Toby Ross, City Manager; Hope Bleecker, Transportation Director; and Jodi Hoffman, City Attorney; Tom Bakaly, Finance Director; Jerry Gibbs, Public Works Director; Bob Stephens, Administrative Services Director; Nora Seltenrich, Special Projects Manager; and Pace Erickson, Parks and Golf Course Superintendent

1. Council questions and comments. Roger Harlan reported that the Library received a \$5,000 grant. Hugh Daniels asked if a pedestrian walkway could be delineated at 8th street for skiers headed for the Town Lift. He mentioned his interest in attending the National League of Cities meeting in March and there was discussion about City representation for the list of county meetings included in the manager's report. The Main Street Business Alliance met on Tuesday and is moving forward with the results of the survey conducted with merchants and property owners in the historic Main Street area. Initial priorities appear to be an interest in increased marketing, pedestrian improvements, and the parking structure. He continued that he received complaints about the no-left turns on Wyatt Earp and Butch Cassidy off of SR248. Mr. Daniels encouraged Council to send a letter to the Governor about elected officials serving on the Olympic Organizing Committee; this can be discussed further at the retreat.

Ms. Kerr thanked staff for installing the sign for Shorty's Stairs. She added that she received a request to officially rename the Osguthorpe property the McPolin Farm, and there was support from the Council. The new taxi ordinance requires a sticker on the body of the vehicles, and she received a suggestion that it be affixed on a window or a bumper as opposed to the paint. Tom Bakaly, Finance Manager, felt this could be solved but the location was the result of enforcement considerations for the Police Department. Ms. Kerr encouraged staff to look into this. She received complaints about speeding on the Marsac Avenue Guardsman Road and requested random enforcement efforts. She expressed concerns about detailed discussion on capital improvements as a component of the upcoming Council retreat and suggested that it be discussed separately as opposed to this forum. The CIP agenda should not drive the retreat and a vision for the community should be formulated first. Chuck Klingenstein interjected that he did not envision prioritization of capital projects at the retreat but a general discussion on the topic. Paul Sincok agreed and there was discussion about the merit of public input as a part of the CIP process. The City Manager explained that the intent of the retreat discussion is to amplify the November presentation with regard to its background and staff will offer alternatives that highlight the issues. It is not expected that there be direction after the retreat, but there may be some guidance. There will probably be an extended work session in February where a public process could be initiated. He added that the

review could be deferred until February but there is an opportunity to brief the Council on the progress of the program since November, without having the Council make decisions. Ms. Kerr suggested that there be work groups, similar to the transportation charette, to brain-storm some of the issues. Toby Ross again elaborated on the retreat schedule.

Paul Sincock added that he also received calls about speeding, but in the Park Meadows area, and asked if speed bumps will be installed in the spring. He suggested that if citizens obtain a license number of a speeding vehicle, that the Police Department write a letter to the violator. Jerry Gibbs explained that the City has not made any decisions on a test area and there has to be a design based on the speeds to be accomplished. The speed analysis conducted on Lucky John Drive by the consultant indicated there wasn't a serious problem with speeding, but other areas in Park Meadows were not examined. When a test area is identified, a program can be put in place. Chuck Klingenstein reported that the Rocky Mountain Land Institute Conference in Denver will be held March 11 and 12.

2. Review of regular meeting:

Drug and alcohol policy for Transportation Department. There was discussion about the categories of drugs, and Bob Stephens explained the pre-test process for applicants and random testing for employees. Hugh Daniels pointed out some typographical errors that should be corrected.

Authorization to sell three buses. Hugh Daniels pointed out that federal funds became available which was fortunate. He encouraged staff to be careful in the future with bidding and specifications to avoid this in the future. Chuck Klingenstein did not feel the City was remiss on delineating the specs and it was pointed out that the new buses now conform with the City's specifications. Jerry Gibbs reported that all three buses have been tested and each perform satisfactorily; he emphasized that it is not anticipated that the buses will exceed the 25,000 mile limitation.

Sale of Lot 9, Snow Creek Crossing, to the Postal Service. Chuck Klingenstein suggested that there be a right-turn only on SR224 since there will be traffic light in the area at some point. He requested assurance that this facility will only serve the City and will not act as a regional office. Postmaster Sandy Trout indicated that it would only be for zip codes in Park City. Paul Sincock pointed out that the offer to sell is valid for 120 days, during which time, the Postal Service must apply for funding, secure design approval, subdivide, and close the sale; Post Office representatives indicated that the time frame is reasonable. With regard to meeting warrants for a signal at Snow Creek Drive and SR224, Ms. Seltenrich indicated that the intersection meets warrants now, but it is a low priority for the Department. It would probably be five or six years before UDOT would install a signal, but it could go in sooner if Park City was willing to pay for it. Toby Ross added that the priority could be accelerated by cost-sharing, but the timing is still at the discretion

of UDOT. Paul Sincock noted that there are references to "proportionate costs" and hoped that the final document would define the cost or the method of arriving at a cost. The City Manager explained that most references have caps based on an estimate of the costs. A lot of those questions will be answered in 120 days, and the City reserves the right not to sell if there is an unacceptable outcome. He explained that this is a legal document which will tie up the property for 120 days. In response to a question from Roger Harlan regarding the City constructing a parking garage, the City Manager explained that the Postal Service has agreed not to build 12 spaces in the front of the building, provided that the City provides 12 spaces of some type which could be surface or in a structure.

Speed skating ice sheet. Pace Erickson explained that about a month ago the City Council directed the Parks and Recreation Board to consider a natural ice sheet proposal, which has occurred. Since that time, the scale and the scope of this program has been reduced significantly and staff is requested authorization to enter into an agreement to test this project. This would be a small ice sheet and would not be actively promoted for use. The Utah Speed Skating Association's expertise in thermal dynamics will be highly valuable for its success.

See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 7, 1999**

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday January 7, 1999. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; Jodi Hoffman, City Attorney; and Pace Erickson, Parks and Golf Course Superintendent.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda. Hearing none, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

The City Manager announced the Leadership 101 meeting on February 10 at 11 a.m. at the Olympic Park Hotel, and the Leadership 2000 meeting on February 22 at 4:30 p.m. at the Education Center.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF DECEMBER 3, 1998

Roger Harlan corrected the vote on Page 12 of the Minutes to reflect that he was absent not Hugh Daniels. With the correction noted, the Mayor requested a motion to approve. Hugh Daniels, "I so move". Chuck Klingenstein seconded. Motion unanimously carried.

V CONSENT AGENDA

Chuck Klingenstein, "I move approval of the Consent Agenda". Paul Sincock seconded. Motion carried unanimously.

1. Resolution establishing a regular meeting date, time, and location for 1999 meetings of the City Council of Park City, Utah for 1999 - Staff recommends approval.

2. Resolution adopting a drug and alcohol policy for the Transportation Department - See staff report and work session notes.

VI NEW BUSINESS

1. Authorization to sell three buses - See staff report and work session notes. The Mayor requested a motion to approve. Shauna Kerr, "I so move". Chuck Klingenstein seconded. Motion carried unanimously.

2. Resolution authorizing the Mayor and Chair of the Redevelopment Agency to execute an offer to sell with the United States Postal Service for the sale of a portion of Lot 9, Snow Creek Crossing, Park City, Utah - In response to a question from Hugh Daniels regarding zoning, Nora Seltnerich explained that it is RDM-MPD, which refers to the large scale master plan for the Snow Creek site. The Postal Service is not required to go through the conditional use process, although it has agreed to the City's design parameters and compliance with the LMC, which is outlined in an agreement. The Planning Commission has taken action on the subdivision, and forwarded a negative recommendation to the City Council. Shauna Kerr expressed concerns that the document is a "form" contract and there is no approval as to form by the City Attorney. Some of the language is vague and the project costs should be firmer. She suggested that the agreement explain that the Postal Service is not required to go through the CUP process but has agreed to the specified parameters, in lieu thereof. There is also wording relating to "spouse" which should obviously be removed, and the contract is very general. In response to a question from Chuck Klingenstein, the City Attorney indicated that she reviewed various drafts during negotiations. Wayne Christensen of the Postal Service explained that the contract is standard and contains some clauses which are not pertinent. Ms. Kerr indicated that some language changes would clarify intent such as there will be no additional curb cuts and Ms. Hoffman noted that it could be drafted more tightly. The City Manager explained that essential content is contained in the Addendum. The Postal Service has no intention of requesting or demanding another access to SR224 and authority for a curb cut lies with UDOT not with the City. All costs are conservative; i.e., the dollar cap is well above 25% of the \$150,000 estimated for the traffic light in the event there is a better circulation solution at the intersection that would cost more than a traffic signal. He explained that the federal government will not allow open-ended obligations and caps must appear in the contract. Council member Klingenstein believed that all contracts should be reviewed by the City Attorney. Ms. Hoffman indicated that she is comfortable that the document is legal and that it meets the terms that have been negotiated. Shauna Kerr pointed out that the Planning Commission was not supportive of the application, and there should be firmer language with respect to the project. There was discussion about the time frame for continuation and it was decided it would be rescheduled next week. Chuck Klingenstein, "I move to continue". Shauna Kerr seconded. Motion unanimously carried.

3. Authorization to staff to enter into an agreement with Utah Speedskating Association for use and maintenance of an ice skating sheet at City Park - Hugh Daniels questioned the City providing "adequate parking" and "good public exposure". He emphasized he is not against the experiment but wants to make sure that City costs are very limited, that the Association has enough insurance, and that the \$5,000 bond is sufficient to repair potential damage to the fields. There was

discussion about the project being an experiment, and Hugh Daniels reiterated that he doesn't want the City responsible for any costs in the experiment. Shauna Kerr pointed out the expectation of the community to be able to skate on the rink during the day which may damage the ice. Patrick Cunningham, Utah Speedskating Association, explained that even with warm temperatures the ice will remain frozen until the sun starts getting higher. He added that they might install a sign encouraging people to stay off the ice if it is soft, but this is a test. Pace Erickson continued that staff will make sure that insurance is addressed. The location is the in-field which is dirt so damage would be minimal and there should be very little staff time involved. With no further comments, the Mayor requested a motion to approve. Hugh Daniels, "I move authorization to staff to enter into an agreement with the Utah Speedskating Association for experimental use and maintenance of an ice skating sheet at City Park". Paul Sincock seconded. Motion carried unanimously.

VI RESIGNATIONS AND APPOINTMENTS

1. Appointment to Historic District Commission for a term expiring February 2000 - The Mayor requested a motion to continue to the next meeting. Shauna Kerr, "I so move". Chuck Klingenstein seconded. Motion unanimously carried.

2. Appointment of Mayor Pro Tem and Alternate Mayor Pro Tem - The Mayor recommended the appointment of Hugh Daniels as Mayor Pro Tem and Paul Sincock as Alternative Mayor Pro Tem. Shauna Kerr, "I so move". Roger Harlan seconded. Motion unanimously carried.

VII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned, and a Redevelopment Agency and Municipal Building Authority meeting convened.

* * * * *

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4:15 p.m. Members in attendance were Mayor Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; Mark Harrington, Deputy City Attorney; and Jodi Hoffman, City Attorney. Paul Sincock, "I move to close the meeting to discuss property acquisition and personnel". Shauna Kerr seconded. Motion carried unanimously.

The meeting opened at approximately 5:20 p.m.

* * * * *

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City Council Meeting
January 7, 1999

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

Prepared by Janet M. Scott



Janet M. Scott
Janet M. Scott, City Recorder



DATE: January 7, 1999
DEPARTMENT: City Manager
AUTHOR: Jan Scott
TITLE: Mayor Pro-Tem Appointments and Meeting Dates
TYPE OF ITEM: Administrative/Legislative

SUMMARY RECOMMENDATIONS: Appointing a Mayor Pro Tem and Alternate Mayor Pro Tem at the regular meeting, and adopting resolutions setting forth meeting dates for the City Council and its related agencies are recommended actions.

DESCRIPTION:

A. Topic: These are both housekeeping matters. Setting regular meeting times, place and dates are a requirement of the state code.

B. Background: In January 1996, Roger Harlan was appointed Mayor Pro Tem and Shauna Kerr, Alternate Mayor Pro Tem. In 1997, Shauna Kerr was appointed Mayor Pro Tem, and Chuck Klingenstein Alternate Mayor Pro Tem. In 1998, Chuck Klingenstein was appointed Mayor Pro Tem, and Hugh Daniels, Alternate Mayor Pro Tem. If Council chooses to follow its historic trend, the Alternate would become the Mayor Pro Tem, and an Alternate should be designated for 1999.

The regular meeting time of 6 p.m. has been in place since January 1986 to better accommodate the public. Prior to that, the regular meeting time was scheduled at 5 p.m.

C. Analysis: N/A.

D. Department Review: N/A.

ALTERNATIVES:

A. Approve the request.

B. Deny the Request: The Council certainly has the discretion to change the manner of appointing the Mayor Pro Tem or to change the meeting time, place, or date. However, it is required

to adopt meeting dates by resolution.

C. Continue the Item: These items could be continued, but it is recommended that these actions take place at the beginning of the year.

RECOMMENDATION: See summary recommendation.



Resolution No. 1-99

**A RESOLUTION ESTABLISHING A REGULAR MEETING DATE,
TIME, AND LOCATION FOR MEETINGS OF THE
CITY COUNCIL OF PARK CITY, UTAH FOR 1999**

BE IT RESOLVED by the City Council of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Park City Council shall be held on Thursdays at 6 p.m. at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah. Regular meetings are open meetings, where agenda items are scheduled for public hearing and/or action. The time may change if it is felt appropriate to schedule issues of general interest at a time that may better accommodate the public. Meetings may be canceled when there is no pending business, no quorum, or the regular meeting date falls on a holiday.

The schedule for City Council meetings in 1999 are as follows:

January 7, 14, 21, 28	July 1, 8, 15, 22, 29
February 4, 11, 18, 25	August 5, 12, 19, 26
March 4, 11, 18, 25	September 2, 9, 16, 23, 30
April 1, 8, 15, 22, 29	October 7, 14, 21, 28
May 6, 13, 20, 27	November 4, 11, 18
June 3, 10, 17, 24	December 2, 9, 16, 23, 30

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, indicating the specific date, time, and location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present.

No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 7th day of January, 1999.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, Deputy City Attorney



Resolution No. RDA 1-99

**A RESOLUTION ESTABLISHING A REGULAR MEETING DATE,
TIME, AND LOCATION FOR 1999 MEETINGS
AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS
OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH**

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Redevelopment Agency shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, indicating the specific location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Agency's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. SPECIFIC MEETING DATES. The schedule for Redevelopment Agency meetings in 1999 are as follows:

January 7, 14, 21, 28
February 4, 11, 18, 25
March 4, 11, 18, 25
April 1, 8, 15, 22, 29
May 6, 13, 20, 27
June 3, 10, 17, 24

July 1, 8, 15, 22, 29
August 5, 12, 19, 26
September 2, 9, 16, 23, 30
October 7, 14, 21, 28
November 4, 11, 18
December 2, 9, 16, 23, 30

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 7th day of January, 1999.

PARK CITY REDEVELOPMENT AGENCY

Chairman Bradley A. Olch

Attest:

Janet M. Scott, Secretary

Approved as to form:

Mark D. Harrington, Deputy City Attorney



Resolution No. MBA 1-99

**A RESOLUTION ESTABLISHING A REGULAR MEETING DATE,
TIME, AND LOCATION FOR 1999 MEETINGS
AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS
OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH**

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Municipal Building Authority shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given indicating the specific location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Authority's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. SPECIFIC MEETING DATES. The schedule for Municipal Building Authority meetings in 1999 are as follows:

January 7, 14, 21, 28
February 4, 11, 18, 25
March 4, 11, 18, 25
April 1, 8, 15, 22, 29
May 6, 13, 20, 27
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September 2, 9, 16, 23, 30
October 7, 14, 21, 28
November 4, 11, 18
December 2, 9, 16, 23, 30

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 7th of January, 1999.

PARK CITY MUNICIPAL BUILDING AUTHORITY

Chairman Bradley A. Olch

Attest:

Janet M. Scott, Secretary

Approved as to form:

Mark D. Harrington, Deputy City Attorney



DATE: 1/4/99
DEPARTMENT: Legal
AUTHOR: Mark Harrington, Thomas Daley
Legal Department
TITLE: Ratification of Substance Abuse Policy for the
Public Works Department
TYPE OF ITEM: Resolution- Consent Agenda

SUMMARY RECOMMENDATIONS: Approve Resolution adopting the Substance Abuse Policy for the Public Works Department.

DESCRIPTION:

A. Topic: Substance Abuse Policy for the Public Works Department ("Policy").

B. Background: Ever since the City has received federal grant money for buses and transportation related expenditures, the City has had a drug and alcohol policy for the Public Works Department. The Policy has been adopted by the department, as delegated by the City Council. The Policy applies to the "sensitive safety" employees and holders of commercial drivers licenses, as defined by state and federal regulations. The City currently also has a city-wide safe working environment policy and an employee assistance program, both administered by Human Resources.

C. Analysis: The Policy reflects the current requirements of state and federal regulations for transportation related (UDOT and FTA) grants. This Policy was modeled after a draft provided by UDOT. The City is undertaking a comprehensive review of all transportation programs as a result of the latest grant applications, and further changes are anticipated to be recommended as additional information is obtained from the FTA.

D. Department Review: The Public Works, Finance and Legal Departments reviewed this matter.

ALTERNATIVES:

A. Approve the Request: Adopt the policy. This is the recommended action.

B. Change the Policy Terms: The Council may decide to alter the terms of the proposed Policy, in which case it should incorporate such changes into the motion to approve the Policy or

remove the Policy from the consent agenda and direct staff to prepare the changes for the next meeting. The Council may not remove any testing required by the applicable regulations or narrow the scope of drug and alcohol testing without compromising the City's qualifications for federal grant assistance.

C. Continue the Item: If the Council wants more information, it should request such additional data and continue the item.

SIGNIFICANT IMPACTS: The Policy defines the pool of personnel subject to drug and alcohol testing.

RECOMMENDATION: Adopt the Resolution approving the Substance Abuse Policy as attached.

RESOLUTION NO. _____-99

**A RESOLUTION ADOPTING A SUBSTANCE ABUSE TESTING POLICY FOR THE
PUBLIC WORKS DEPARTMENT OF PARK CITY.**

WHEREAS, the City has applied for federal assistance for buses and transportation related projects; and

WHEREAS, in order to continue to qualify for federal and state transportation grant assistance, the City Council must adopt the Public Works Departments Substance Abuse Policy;

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

SECTION 1. SUBSTANCE ABUSE POLICY ADOPTED. The Substance Abuse Testing Policy, attached hereto as Attachment A, is hereby adopted. Any conflicting policy or regulation is hereby repealed.

SECTION 2. EFFECTIVE DATE This resolution shall become effective upon adoption and shall remain in effect until amended or repealed by resolution.

PASSED, ADOPTED, AND APPROVED the ____ day of _____, 1999.

Bradley A. Olch, Mayor

Attest:

Janet M. Scott
City Recorder

Approved as to form:

Mark D. Harrington, Deputy City Attorney

**PARK CITY MUNICIPAL CORPORATION
SUBSTANCE ABUSE TESTING POLICY**

POLICY STATEMENT

Park City Municipal Corporation recognizes the importance of providing a safe and healthy workplace and of operating the safest possible transportation system for our fellow employees, our customers, our passengers and for the public at large.¹ With these goals in mind, Park City has established a policy on drug and alcohol testing and corresponding procedures to implement that policy. The purpose of this policy is to prevent the use of alcohol, illegal drugs or controlled substances while in the operation of any vehicle, or with any other safety-sensitive occupational activity. Questions regarding this policy should be directed to the Human Resources Director of Park City.

Except where noted below, the following policies apply to both controlled substance and alcohol testing. This policy shall conform to all applicable state and federal regulations.

Section 1 - Prohibited Substances:

A. Controlled Substances

The presence of any of the following substances, as evidenced by the results of an initial screen, and subsequent confirmatory test, is prohibited for any employee:

1. marijuana (cannabinoids);
2. cocaine;
3. opium or opiates;

¹In addition, under authority of the Omnibus Transportation Employee Testing Act of 1991, the United States Department of Transportation ("DOT") has issued regulations requiring mandatory alcohol testing and substance abuse referrals for employees performing safety-sensitive functions who are required to obtain Commercial Drivers License ("CDL"), or any employee who performs safety-sensitive functions if the Company or its contractor receives federal funding under §§ 3.9 or 18 of the Federal Transit Act, as amended, or under 23 U. S. C. § 103(c)(4).

The D.O.T.'s Federal Highway Administration ("FHWA") has jurisdiction over drivers of commercial vehicles who are required to obtain CDL's; while the D.O.T.'s Federal Transit Authority ("FTA") has jurisdiction over recipients of federal funding under §§ 3.9 and 18 of the Federal Transit Act and 23 U.S.C. § 103(e)(4). § 3 is a discretionary grant program for rehabilitating existing systems. §§ 9 and 18 are formula grant programs providing capital and operating assistance based on population and population density. 23 U. S. C. § 103(3)(4) provides state funding for capital transit projects.

In those instances where the FHWA's and FTA's jurisdictions overlap, the Company must apply the FTA's regulations. CDL holders, however, would still remain subject to the provisions of the Commercial Motor Vehicle Act of 1986.

4. phencyclidine (PCP); and
5. amphetamines or methamphetamine;

B. Alcohol Testing

Any employee who performs safety-sensitive functions as defined below, or who is required to obtain a CDL will be subject to discipline, up to and including discharge, and Park City or its contractors may risk losing its federal funding, if he or she:

1. Uses alcohol on the job;
2. Uses alcohol during the four (4) hours before performing a safety-sensitive function, even if the alcohol is contained in prescription medication. (If a driver is called to duty by Park City less than four hours before his regular sign-on time, he must indicate he is unable to perform a safety-sensitive function, and no disciplinary action shall result.);
3. Uses alcohol during the specified on-call hours. (An on-call driver called to report to duty will: 1) have the opportunity to acknowledge the use of alcohol at the time he or she is called and to state his or her inability to perform his or her safety-sensitive function; or 2) be required to take an alcohol test if he or she has acknowledged the use of alcohol, but claims ability to perform his or her safety-sensitive function.
4. Has prohibited concentrations of alcohol in his or her system while performing safety-sensitive functions, as evidenced by the results of an initial test and subsequent confirmation test, through testing devices as approved by the National Highway Traffic Safety Administration.
5. Uses alcohol during the eight (8) hours following an accident if the employee's involvement has not been discounted as a contributing factor in the accident or until the employee has been tested; or
6. Refuses to submit to a required alcohol test.

C. Alcohol - FHWA: For purposes of alcohol testing for drivers required to obtain CDL's, the FHWA defines the term "safety-sensitive function" to include all time in which the

driver begins to work or is required to be in readiness to work until that driver is relieved from all work and responsibility, including:

1. All time spent at the terminal, facility, or other property or on any other public property, waiting to be dispatched, unless the driver has been relieved from duty;
2. All time inspecting equipment or otherwise servicing or commissioning any commercial vehicle at any time;
3. All driving time;
4. All time, other than driving time, in any commercial motor vehicle;
5. All time spent performing post accident procedures; and
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

D. Alcohol - FTA: For purposes of alcohol testing for employees who perform safety-sensitive functions where Park City or its contractors receive federal funding under §§ 3, 9 or 18 of the Federal Transit Act or 23 U. S. C. § 103(e)(4), the FTA defines the term "safety-sensitive function" to include:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a CDL;
3. Controlling the dispatch or movement of a revenue service vehicle;
4. Maintaining a revenue service vehicle or equipment used in revenue service, unless Park City or its contractor is operating under § 18 of the Federal Transit Act and contracts out such services.

E. Education and Training: Park City has established an employee education and training program for all covered employees. Park City will display and distribute, to every covered employee, informational material and community service hotline telephone number for employee assistance. Covered employees will receive at least sixty minutes of training on the

effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms which may indicate prohibited drug use. Additionally, supervisors who may make reasonable suspicion determinations shall receive at least sixty minutes of training on the physical, behavioral, speech and performance indicators of probable drug use or alcohol misuse.

Section 2 - Categories of Testing:

A. Pre-employment

Any applicant or current employee being considered for a safety-sensitive position, or a position requiring a CDL, or transfers into such position, shall be required to pass drug/alcohol screens as defined in Federal D.O.T. regulations before being hired into that position, or performing any function of the position. Park City policy dictates that an alcohol concentration level of less than 0.02 is required to pass the pre-employment test.

B. Reasonable Cause

1. Post-accident

Pursuant to this policy and D.O.T. regulations, Park City will test every employee performing a safety-sensitive function, as soon as practical after an accident, as accident is defined below, if the employee's performance could have contributed to the accident.² The Company will conduct a

² FHWA: An alcohol test will be conducted for CDL holders as soon as practical after an accident involving a fatality, bodily injury to a person who, as a result of the injury immediately receives medical treatment away from the scene of the accident, or where at least one vehicle incurs disabling damage requiring the vehicle to be towed away from the scene of the accident. If the alcohol test is not conducted within two (2) hours of the accident, the company will document the reason why the test was not promptly administered. Under federal regulation, the company cannot attempt to test the driver more than eight (8) hours following an accident. Furthermore, the reason for the failure to test within eight (8) hours must be documented.

FTA: If Park City or its contractor receives federal funding under §§ 3, 9, or 18 of The Federal Transit Act or 23 U. S. C. § 103(e)(4), an alcohol test will be conducted as soon as practicable after a **fatal** accident involving a mass transit vehicle. Park City must test each surviving covered employee on duty in the vehicle at the time of the accident. Park City must also test any other covered employee whose performance may have contributed to the accident.

For **non-fatal** accidents, Park City must test each covered employee on duty in the vehicle if that employee has received a citation under state or local law for moving traffic violations arising from the accident. Park City must, also, test any other covered employee whose performance could have contributed to the accident.

post-accident test under any of the following circumstances:

- A. there is a fatality, or
- B. a citation is issued to a Park City employee by a state or local law enforcement official for a moving traffic violation arising from the accident **and**
 - 1) there is a bodily injury to anyone and they receive immediate medical treatment away from the scene, or
 - 2) there is disabling ("tow away") damage to any vehicle, or
- C. a trained supervisor determines there is reasonable suspicion of prohibited alcohol or controlled substance use by an employee in a defined safety-sensitive position. Reasonable suspicion is defined fully in Section 2, below.

2. **Reasonable Suspicion**

Park City will also test a driver who, on Park City property or Park City time, is acting in a way that is suspicious or extraordinary for that employee based on the appearance, behavior, speech, or body odors. Park City will base its reasonable suspicion on specific, contemporaneous, articulable observations concerning the observed conduct of an employee (e.g., physical symptoms including, but not limited to, slurred or other abnormal speech, irregular or unsteady gait, flushed or agitated appearance, bloodshot eyes, dilated pupils, nonsensical or irrational behavior or the smell of alcohol or marijuana). Only management personnel trained in detecting the signs and symptoms of prohibited substance use and/or alcohol abuse, who have actually observed a driver's behavior, shall make such determinations.

For alcohol testing purposes only, reasonable suspicion testing is justified where a trained supervisor's observations are made during, just before, or just after a time when a driver has performed a safety-sensitive function.

A supervisor who makes an observation leading to a reasonable suspicion alcohol test shall make and sign a written record of his or her observations within twenty-four (24) hours of making the observations, or before the result of the test is released, whichever is earlier. The actual alcohol test

cannot be administered by the same supervisor who made the determination of reasonable suspicion, even if that supervisor is an otherwise qualified breath alcohol technician. If the required alcohol test is not administered within two (2) hours of the observation, the supervisor must document why the test was not performed. A reasonable suspicion alcohol test cannot be administered more than eight (8) hours after a determination of reasonable suspicion, and the reason for the failure to test must be documented.

C. Random Screening

1. Any employee assigned to a classification involving the operation of a passenger vehicle, including drivers, all holders of CDL licenses, and all employees performing "safety sensitive" functions, as defined by federal regulation or Park City, will be required to submit to a drug and/or alcohol screen pursuant to a DOT approved random method of selection. The total number of random tests conducted each year will be equal to at least 50% of the number of covered employees for drugs and 25% of the number of covered employees for alcohol, or as may be further required by the Federal Highway Administration (FHWA) or Federal Transit Authority (FTA). The selection of employees for random drug and/or alcohol testing shall be made by a scientifically valid method with each covered employee having an equal chance of being tested each time selections are made. Some drivers may be tested more than once each year, and some may not be tested at all depending on random selection.

The random method of selection shall be conducted by an organization outside the Company, preferably the organization performing the drug and/or alcohol screen.

2. For the purpose of alcohol testing only, a random test will be conducted just before, during or just after an employee's performance of safety sensitive duties.

D. Return to Duty

Drivers who have previously failed an alcohol test with a positive result of 0.02 - 0.039, or who have taken medical leave for voluntary rehabilitation, must undergo a return to duty test before they are permitted to perform any safety sensitive functions. Pursuant to this policy, a driver whose retest registers a positive result of 0.02 or greater will be discharged.

E. Follow-Up Testing

An employee who has been evaluated by a substance abuse professional following a verified positive drug test result or who refuses to submit to a drug test is subject to unannounced follow-up drug testing. The frequency and duration of the drug-testing shall be determined by the substance abuse professional. The employee shall be required to take a minimum of six follow-up drug tests with verified negative results during the first twelve months after returning to duty. Following a verified positive drug test result or a refusal to submit to a drug test, the substance abuse professional may order follow-up testing which includes testing for alcohol.

For alcohol testing only, a follow-up test shall be conducted when the employee is performing safe-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

Section 3 - Compliance with Screening Requirement:

A. An employee required by Park City to submit to a drug and/or alcohol screen must proceed immediately to the designated facility to accomplish the urine specimen collection and/or alcohol test. Current employees shall be paid for all time spent in submitting to screening.

An employee who refuses to submit to any substance abuse test as proved in Section 2 will be discharged.

If an employee or applicant claims that he or she is unable to provide a sufficient breath sample for an alcohol test, then that employee must obtain a physician's statement confirming the employee's inability to provide a sufficient breath sample. Such statement shall be obtained at the expense of the employee.

Section 4 - Specimen:

The normal screening methodology for drug screens will be a urinalysis. For alcohol testing, devices approved by the NHTSA will be used, which may include saliva sampling and will include Evidential Breath Testing ("EBT") for confirmation of initial testing.

Section 5 - Employee Privacy v. Security:

Employees and applicants shall be required to comply with the procedures of the collection facility, unless such procedures violate the DOT testing laws and regulations.

Section 6 - Witness:

An employee or applicant required to submit to a drug and/or alcohol screen may request that another employee be allowed to accompany him or her throughout the process, unless a urine specimen is being provided. Such time spent by witnesses shall not be paid by Park City.

Section 7 - Designated Collection Facility:

Park City shall designate the medical facility to be used for the collection of the urine specimen and/or the alcohol test; provided, however, that the designated facility shall possess all required licenses and permits and shall have written procedures for ensuring employee/applicant privacy, health and safety and the security and chain-of-possession of samples. Such written procedures shall be available to an affected employee or applicant, and Park City shall discontinue use of any facility it learns has materially violated its written procedures so that an employee's or applicant's health is threatened or the accuracy of the screening is compromised.

Section 8 - Designated Screening Laboratory:

Park City shall designate the laboratory for drug and/or alcohol tests, provided, however, that such designated laboratory shall possess any required relevant licenses and permits and shall have a written procedure for ensuring the security and chain-of-possession of samples, the accuracy of its work, and for the confidentiality of its records and results. Further, such designated screening laboratory must be approved by the Department of Health and Human Services ("DHHS").

A. Controlled Substances

1. All positive results of initial screening for controlled substances shall be subjected to a GC/MS confirmatory test.
2. For controlled substances testing, each urine specimen (45 ml.) is subdivided into two (2) bottles labeled as "primary" (30 ml.) and "split" (15 ml.) specimen. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has seventy-two (72) hours to request the split specimen be sent to another DHHS certified laboratory for analysis, at the employee's expense.

B. Alcohol Testing

1. All initial alcohol testing showing an alcohol concentration of 0.02 or greater will be subject to a second confirmatory test using an EBT device approved by NHTSA. Park City will record the results between 0.00 and 0.019 but no confirmation test will be conducted.
2. Only a result which is positive (i.e., 0.02 or greater) following both the initial and confirmatory analysis shall be reported to Park City as a positive result.

Section 10 - Employee Status Pending Receipt of Results:

A. An employee who is required to submit to a drug and/or alcohol screen as provided in Section 2(A) (pre-employment) and (B)(post-accident) of this Policy shall not be assigned to operate any Park City vehicle and/or perform safety sensitive functions pending the outcome of such screening. Park City may, at its option, assign such employee to available non-safety sensitive duties or place him or her on temporary suspension.

B. An employee whose drug and/or alcohol screen produces a negative result shall be promptly returned to his or her former work. Under no circumstances will an employee be made whole for any lost wages on a negative result if he or she is suspended for any additional purposes concurrently with the waiting of the outcome of his or her results. However, an employee not suspended for additional purposes shall be made whole for any lost wages on a negative result.

C. An employee whose alcohol screen produces a positive result (0.02 or greater) shall not be made whole for any wages lost while assigned as provided in this Section and will be subject to discipline, up to and including discharge.

Section 11 - Record of Negative Screen:

An employee required to submit to a drug and/or alcohol screen as provided in this Policy and whose screening results are negative (i.e., less than 0.02) shall have his or her personnel file documented to reflect the negative result.

Section 12 - Positive Drug Screen:

An employee who is required to undergo a drug screen and whose screening produces a positive result for prohibited substances as defined in Section 1 of this Policy will be discharged.

SUBSTANCE ABUSE TESTING POLICY
EMPLOYEE ACKNOWLEDGMENT

I CERTIFY I have received a copy of the *SUBSTANCE ABUSE TESTING POLICY*.

I **understand** receipt of this *Policy* constitutes legal notification of the contents, and it is my responsibility to become familiar with, and adhere to the policy.

I **understand** the information contained in this *Policy* is subject to change at any time, should circumstances warrant, and it is my responsibility to keep informed of these changes.

I **understand** no verbal or written agreement, understanding, representation, or statement made by my department head or supervisor can amend the policy, nor bind the City to any course of action. Only the City Council or City Manager may amend this policy.

Employee Signature

Date



DATE: January 7, 1999
DEPARTMENT: Public Works/Transit
AUTHOR: Jerry W. Gibbs
TITLE: Bus purchase
TYPE OF ITEM: Legislative/Administrative

SUMMARY RECOMMENDATIONS: Authorize the sale of three Thomas busses after March 1, 1999.

DESCRIPTION:

A. Topic: Purchase and sale of buses.

B. Background: In 1997 Park City Transit determined it would soon need three buses to replace the Ford cut-a-way vans used to provide service to Silverlake in the winter. New busses were needed to safely operate on the Mine Road. Bids were received for three mid-size busses on March 14, 1997. Bids were received from Eldorado, Bluebird and Thomas. Only Thomas met the torque, Gross Vehicle Weight and horsepower requirements. Thomas provided the low bid at \$170,433 per bus or \$511,299 total. The City Council authorized the purchase on April 3, 1997. No Federal funds were available for the purchase.

Over the next eighteen months, it became apparent that the busses did not meet specifications. Nevertheless, Lewis Brothers, the local Thomas Bus representative, assured us that the changes would not alter the performance of the busses. Also, a factory delay at Allison Transmission caused a five months delay in delivery.

During the 97-98 winter season Lewis Brothers provided two temporary busses at no charge to help get us through our high demand time.

Two of the three new buses were delivered to Park City on July 8, 1998. Park City rejected the buses on the basis of numerous deficiencies, most significant of which was the buses' inability to climb the Mine Road. Subsequent field tests occurred on July 28, September 22, October 21, 1998, after each of which Lewis Brothers modified or replaced various aspects of the buses. However, the primary problem - the buses' inability to climb the Mine Road at a safe rate of speed - remained. It was not until December, 1998, that Lewis Brothers, at considerable expense, corrected this problem. The buses now travel the Mine Road in a manner which meets the

performance requirements intended by our specifications.

After the first failed performance test, Tom Daley from the Legal Department explored our alternatives. Tom weighed the probability of prevailing in court against the cost of two years of litigation coupled with the unavailability of buses to use for the 98-99 season. Tom agreed that buying the buses at almost 8% below the contract price, using them for the current ski season (thereby foregoing the cost of leasing replacement buses), and subsequently purchasing permanent busses with federal funds now available was a better option. It should be noted that we did not learn until November, 1998, that federal funds would be available for future bus purchases. Senator Bennett announced this officially during the week of December 21, 1998.

C. Analysis: Staff met with Steve Lewis (Lewis Brothers) and Tom Leckband (Thomas Bus) to find a resolution on December 17, 1998. Our position was that Park City had been damaged due to the late arrival of the buses, the process to improve the performance and the deficiencies that remained.

Three alternatives were explored;

1. Reject the buses and litigate;
2. Accept the buses at a reduced value; or
3. Accept the busses at a reduced value with a guaranteed buy-back after a period of use.

Rejection and litigation would consume eighteen months to two years of staff time. The probability of making this course of action economically feasible diminished with the modifications to the buses which occurred in December, 1998.

Thomas Bus and Lewis Brothers were willing to reduce the purchase price to \$482,799, almost 8% below the contract price. Park City's position requested a further reduction to slightly less than \$450,000 due to the delays in delivery, equipment corrections, and changes to the specifications. We were unable to reach a compromise for a purchase only scenario.

During the negotiations Thomas and Lewis Brothers indicated there was a high demand for these buses. This created an opportunity to consider a buy back provision and use the buses during this season.

The transit staff had indicated a need to lease or rent one or two buses for this season if the Thomas buses were not available for use. The value associated with a lease of a 30 foot bus is typically \$7,000 to \$9,000 per month depending on the length of the lease.

An agreement in principle was reached and a Letter of Understanding signed that includes the following terms:

1. Purchase three buses for \$482,799;
2. Guaranteed use of the buses until March 1, 1999;
3. 25,000 free miles per bus, after which \$1.00 per mile will be assessed;
4. Guaranteed buy-back at \$135,000 per bus no later than December, 1999;

5. If the sale is for more than the guaranteed amount it will be split two-thirds to Lewis Brothers and one-third to Park City.
7. Park City has the option to keep one or more buses.

D. Department Review: The agreement has been reviewed by Public Works, the Legal Department and the City Manager.

ALTERNATIVES:

A. Approve the sale of up to Three Thomas Buses: Staff is recommending the buses be used this season and resold to Lewis Brothers. This option provides us with the greatest amount of flexibility. Additionally, it foregoes the costs of litigation and leasing replacement buses. Most importantly, it allows increased leveraging of federal and local dollars.

B. Reject the buses: This is the least favored option but the Letter of Understanding would allow us to reject all the buses if the two remaining buses don't meet specifications. The bus already delivered meets specification and we expect the other two to meet specifications.

C. Purchases three busses at the reduced price but don't authorize resale: If we don't resell the buses we will not be able to replace the buses using federal funds.

SIGNIFICANT IMPACTS: The City Council authorized the purchase of three buses with 100% City funds for \$511,299. Under the current deal, we may use the buses for the winter season and sell for at least \$405,000.

Alternative A. This will allow us to purchase through the Federal program three new buses using a local match of 20% (estimated to be between \$120,000 and \$150,000). The transportation fund would see a net savings of \$280,000 to \$330,000.

Alternative B. If this option is pursued, litigation would be inevitable. Staff estimates that it would take eighteen months to two years to reach a decision and that decision would most likely be unfavorable.

Alternative C. This option would provide the necessary buses but wouldn't offer the cost savings of Alternative A.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The financial impacts for Alternatives B & C are much higher than Alternative A. Thomas has indicated they would seek at least \$200,000 in damages in litigation. Without discussing the merit of Thomas' claim, it is clear that a significant amount of legal staff time would be required to pursue Alternative B.

RECOMMENDATION: Staff recommends accepting the buses for \$482,799, using them for the current ski season, reselling the buses at the end of the winter season or 25,000 miles which ever is later, and thereafter purchasing replacement buses with federal funds.



Transportation • Streets • Water • Fleet Services

December 29, 1998

Mr. Steve Lewis
LEWIS BROTHERS SALES AND SERVICE
549 West 500 South
Salt Lake City, Utah 84101

Mr. Thomas Leckband
THOMAS BUILT BUSES
1408 Courtesy Road
High Point, North Carolina 27260

Re: **Three (3) Thomas Built TL960 Busses**

Dear Gentlemen:

The purpose of this letter is to set out the terms we agreed to for the modification of the contract by which Park City will accept the above-referenced busses. I am pleased we were able to reach a solution which appears to provide some positive benefits to each party.

On April 30, 1997, Park City entered into a contract with Lewis Brothers for the purchase of the above-referenced busses. That contract incorporated the Request for Bid, part I of which contains the contractual provisions. Paragraph 1.2.31 of those contractual provisions governs the acceptance of the busses by Park City. Under the terms of Paragraph 1.2.31, Park City may accept the busses by either notifying Lewis Brothers or by placing the busses in revenue service after the busses pass tests to determine whether they meet specifications in the request for bid.

To date, Park City has field tested bus #18512. As there is a dispute among the parties as to whether the bus #18512 passed the tests, the parties have reached the following agreement:

1. Park City will pay \$160,933 for each of the three busses, provided the remaining two busses (#18510 and #18511) meet specifications and perform to Park City's satisfaction.
2. Lewis Brothers will deliver bus #18512 and #18511 on Monday, December 21, 1998. Lewis Brothers will deliver bus #18510 on Monday, December 28, 1998.
3. Park City shall have guaranteed use the three busses until March 1, 1999.

Park City Municipal Corporation • 1053 Iron Horse Drive • P.O.Box 1480 • Park City, UT 84060-1480
Phone (435) 615-5300 • Fax (435) 615-4904

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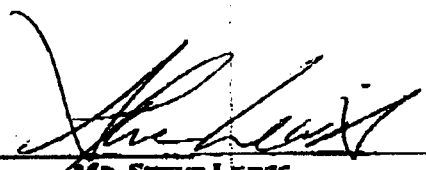
Mr. Steve Lewis
LEWIS BROTHERS SALES AND SERVICE
Mr. Thomas Leckband
THOMAS BUILT BUSES
December 29, 1998
Page 2 of 2

4. Lewis Brothers agrees to buy back the three busses no earlier than March 1, 1999, for a minimum price of \$405,000. If Lewis Brothers resells the busses for an amount greater than \$405,000, Lewis Brothers and Park City will share in the amount exceeding \$405,000, with Lewis receiving two-thirds and Park City receiving one-third. Thomas agrees to support Lewis Brothers' efforts to resell the busses.
5. The parties agree that the busses may be used for 25,000 miles each, with no additional cost being added. For each mile above 25,000, Park City will pay to Lewis Brothers 1.00 per mile. The 25,000 miles shall be counted from the odometer reading on the date of Park City's acceptance of each individual bus.

The terms of this contract must be approved by the Park City Council. Park City Council next meets on Thursday, January 7, 1999. At that time staff will recommend that Park City enter into the modification agreement containing the terms above-listed. If Council does not approve these terms, Park City shall retain the busses provided they haven't been rejected pursuant to Paragraph 1 above.

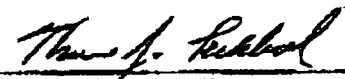
Following Council approval, the terms we have agreed to will be set out in a formal agreement to be signed by each party. All other terms of the contract and the documents incorporated therein remain in full force and effect and are not modified or otherwise affected by this modification agreement. The terms of this agreement are irrevocable until January 7, 1999.

Please sign as indicated below to indicate your agreement to the terms set forth in this letter.



MR. STEVE LEWIS

MR. JERRY GIBBS



MR. THOMAS LECKBAND

cc: Irene Warr, Esq.
Thomas A. Daley, Esq.

TOTAL P.01





CITY COUNCIL REPORT

DATE: December 30, 1998
DEPARTMENT: Community Development
AUTHOR: Community Development Department
TITLE: Post Office Sales Agreement
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Authorize the Mayor and the Chair of the Redevelopment Agency to execute an Offer to Sell with the United States Postal Service for the sale of a portion on Snow Creek Lot 9.

DESCRIPTION:

A. Topic.

The United States Postal Service (USPS) would like to purchase approximately 2.3 acres of Lot 9, Snow Creek Crossing from the City for \$2 million, subject to the terms outlined in the draft Offer to Sell Real Property (Exhibit A).

B. Background.

Lot 9 is located along SR 224 at the northeast corner of the intersection with Snow Creek Drive. The 10.14 acre parcel was created in 1995 during the subdivision of the parcels in the Snow Creek area. The property is zoned Residential Development - Medium Density (RDM) and is subject to both the Frontage Protection Zone Overlay and the Sensitive Lands Overlay. Lot 9 was also included in a Large Scale MPD approval for the Snow Creek area. The MPD discussed residential uses for the parcel and designated a maximum density. In 1996, the Planning Commission and City Council held a joint meeting to discuss the most appropriate use for the site. The consensus was that uses other than residential should be considered for the site, consistent with the RDM Zoning designation.

The Park City Redevelopment Agency purchased Lot 9 of the Snow Creek Crossing Subdivision in August 1998. The USPS had an option to purchase a portion of Lot 9 when the City purchased the property. The USPS allowed that option to expire and is now requesting a purchase agreement with Park City.

In anticipation of the purchase of a portion of Lot 9 by the USPS, the City began the process of subdividing Lot 9 into two pieces. Lot 9a would be the 2 acres on the northern portion of the site and front SR 224. The remaining 8 acres would still be owned by the City. There has been some preliminary discussion of a transit center and park and ride facility on this site. The Planning Commission considered the subdivision of Lot 9 and forwarded a negative recommendation to the City Council on the basis that it does not conform to the existing [Snow Creek Large Scale] Master Plan and that it would create too much traffic on SR 224. The City Council considered the subdivision and decided to postpone action until a sales agreement was negotiated with the USPS. There is still some discussion on the exact dimensions of the parcel which the Postal Service will purchase. The final size and dimension will be specified on the subdivision plat, which will require future City Council approval.

C. Analysis

The USPS and the City staff have been discussing the possible purchase of a portion of Lot 9 since early last summer. The Post Office, as provided by federal law, is not subject to the building permit review or Conditional Use Permit (CUP) process but has agreed to work with the City on the site design, building design and trail connection. The Post Office has expressed a desire to make this building a "flagship" and has displayed a willingness to work with the staff to meet the City's design review criteria. The staff will continue to work with the USPS architect.

The draft Sale Agreement includes language to ensure that the final design is acceptable to the City or the property will revert to the City for use or resale. The Staff will return to the Planning Commission with the final building design for review and comment. The design of any structures on the remainder of the parcel, Lot 9, will be reviewed by the Planning Commission as a Conditional Use Permit.

Terms of the Agreement: The Agreement includes the following terms:

- a) The Postal Service will enter into reciprocal cross easements for circulation, parking, construction and utilities with the owner of Lot 9.
- b) The Postal Service will mutually work with the Park City planning staff to ensure that exterior design and landscape provisions will be acceptable to Park City.
- c) The Postal Service agrees to participate in a development fund to pay for its proportionate cost for the realignment of the trail along the northern end of the site in an amount not to exceed \$20,000.

- d) The Postal service agrees not to request any new curb cuts onto Highway 224.
- e) The Postal Service agrees not to direct or permit any semi truck traffic to enter over the contiguous private access drive along the north property line. Exiting will be permitted.
- f) The postal service will comply with Park City Municipal Land Management Code and Park City Design Guidelines requirements in the following areas so long as they do not conflict with the United States Postal Inspection security requirements:
- 1) Site plan. The site plan shall substantially conform to Exhibit B. Postal operations such as dock and truck maneuvering areas and employee parking shall not be affected by these regulations.
 - 2) Landscaping.
 - 3) Building Design. The Post Office must be granted approval from the Community Development Director or on appeal from the Park City Council for exterior building elevations consistent with the Park City Design Guidelines.
 - 4) Signs. All signs shall conform with the Park City Sign Code. Flag Poles placement shall not be within the first 30 feet of the Frontage Protection Zone.
 - 5) Exterior Lighting. All exterior building lighting and parking lot lighting shall conform with the Park City Land Management Code. As a condition of this offer, the Postal Service shall not exercise, nor claim the benefit of sovereign immunity in the above identified areas.
- g) The Postal Service agrees to pay 50% (in an amount not to exceed \$150,000) of the cost for an access road including associated curb, gutter, drainage and waterline extension from Snow Creek to the property line of Lot 9A, said road to be constructed by Park City. The road will be utilized by the Postal Service to access the dock and employee parking area.
- h) The Postal Service agrees to pay \$30,000 for water related issues, excluding its proportionate share of cost of a water line from the connection on the north to Snow Creek Drive referenced in "g" above. As a condition of the Postal Service paying this amount, Park City agrees that it will not impose any other water impact fees or assessments. The Postal Service will pay customary user fees for water service.
- i) The Postal Service agrees to pay its proportionate share of the cost of a traffic signal and any required intersection improvements, to be located at a future time, at the intersection of SR224 and Snow Creek Drive. The Postal Service's proportionate cost will be 25%, in an amount not to exceed \$75,000.
- j) The Postal Service agrees to refrain from constructing any parking to the west of the driveway in front of the Post Office unless the City fails to construct improved parking and make at least 12 spaces available for use by employees and customers of the Post Office. Such parking constructed by City shall include convenient pedestrian access to a public entrance. In the event the City fails to construct improved parking, the Post Office shall construct no more than twelve spaces to the west of the driveway.

Timing. The proposed Park City Post Office is a high priority for this region of the Postal Service. However, the project must compete for the money available for new facilities. The USPS must have the property under contract before funding can be reserved. The project was already dropped from 1998 funding and now must compete for 1999 funding. The Postal Service hopes to commence construction in the spring. Before then they would have to secure design approval, subdivide the parcel and close the sale. The *Offer to Sell* would be binding for 120 days.

Planning Consistency. The parcel is currently zoned RDM (Residential-Medium Density). The staff and Planning Commission have reviewed numerous proposals in the past for hotel, commercial, and residential uses on this property. The wetland area along the eastern portion of the property has always presented site planning problems for any large development and several proposals have been presented which would bridge the stream and develop a portion of the property east of the stream. None of these proposals, however have ever reached the status of an approved project.

The Land Management Code indicates that public and quasi-public institutions as well as essential municipal facilities are only allowed in the RDM zone by Conditional Use Permit. Whereas the United States Postal Service is exempt from the normal municipal land use and zoning review and approval process, the Postal Service has indicated a willingness to comply with local standards including site planning, landscaping, building design, signing and exterior lighting. requirements.

The City's General Plan's Land Use Map indicates that this site and the property southerly of the site is suitable, in the future, for commercial use. Whereas the General Plan does not address specifically the future locations of essential service structures like a post office, the following goals, policies and action plans do address the compatibility and desirability of such facilities:

Goal 3: Maintain the high quality of public services and facilities.

- * The community should continue to provide excellence in public services and community facilities to meet the needs and desires of residents and visitors.

The existing post office on Main Street, according to the Postal Service, can no longer to meet the demands of our current and projected population. This new facility will relieve a significant portion of this demand and disburse a significant amount of vehicular traffic and delivery impacts off of Swede Alley and Main Street.

Goal 10: Develop an integrated transportation system to meet the needs of our visitors and residents.

- * The traffic impact of new developments is an important measure of the acceptability of proposed projects. The Transportation Element of the General Plan should allow only development with minimal adverse impacts on the transportation system or with acceptable mitigation measures that prevent degradation of the system.

The proposed post office will increase traffic. Mitigation measures such as prohibiting a new curb cut onto Highway 224 and providing access from Snowcreek Drive for trucks and vehicles will help relieve some of the traffic using Highway 224 to access the post office. Highway 224 does, however have the capacity to cope with this increased traffic. The Postal Service has agreed in the purchase agreement to help fund a traffic signal at the intersection of Highway 224 and Snowcreek Drive as soon as it is deemed appropriate by the Utah Department of Transportation.

- * The City should not consider proposed transportation mitigation techniques that decrease existing environmental quality or the quality of life of residents and visitors.

The offer to help pay for the installation of a light should allow the City to install the light sooner if these funds are used. The installation of a traffic signal light at this location as soon as possible will remedy an existing problem and should improve traffic circulation in this area of town.

- * Parking should be developed to serve the needs of businesses, resorts, and residents by integrating and coordinating public and private transit and parking needs. However, parking lots and structures should not dominate or overpower the character of the uses served, or detract from the historic and resort character of the community.

The City plans to construct a municipal parking structure/transit facility adjacent to the proposed post office. The parking structure will serve as additional parking for the post office at peak periods, thereby reducing the amount of visible surface parking needed by the post office. The post office plans incorporate a parking structure as part of the building, which reduces further the visual impact of surface parking. Employee and postal service vehicles will be parked under the building.

Historic Core Policy

- * Keep City and other governmental offices and services in the downtown...

The Postal Service has agreed to maintain the Post Office on Main Street. The Post Office in the Snow Creek area will supplement and not replace the historic Main Street Post Office. It will replace the Emporium Postal Annex.

Developing Area Action Program

- * Minimize parking expanses between the street and the front facades of buildings. Require landscape entries that connect with streets to provide easy, safe pedestrian access.

The preliminary site plans presented to staff comply with this design guideline.

Open Space Policies

- * Consider all environmentally sensitive regions and riparian areas as valuable open space and priorities for protection.

The site plan recognizes the need to avoid encroachments into the wetland area. This proposal, unlike others we have reviewed does not utilize the area easterly of the stream in any way. The stream and wetland corridor can remain under municipal ownership and can be protected from development encroachment.

Environmental and Open Space Policy

* Preserve wetlands, drainage ways, and intermittent streams and incorporate them into developments as amenities, rather than as simply undeveloped land.

The proposed site plan recognizes the importance of this policy by not encroaching on the wetland and by improving trail access along the stream.

Snow Creek Transit Center and Park and Ride. The property immediately south of the post office site is being considered for a transit center and park and ride facility (Transit Center). The design of the post office is compatible with, but not dependant upon that proposed facility. Current plans include pedestrian and auto connections between the two projects. The projects would share a road from Snow Creek Drive and a water line connecting from Saddle View Office Park. The Transit Center will be reviewed by the Planning Commission.

ALTERNATIVES

A. Approve the Request: Council could authorize staff to enter a sales agreement for the land. This agreement does not authorize project design nor does it authorize the subdivision of this property. The subdivision would come back before the City Council for action. Recommended Action.

B. Deny the Request: Council could deny the sales agreement with the Postal Service. This would probably result in preventing a new post office in the City.

C. Continue the Item: Council can direct staff to return to sales agreement negotiations and make changes based on council recommendations. The effects of this action would depend on the nature of the requests

D. Do Nothing: Council could do nothing. The property cannot be sold or developed by the Postal Service without actions by the Council.

SIGNIFICANT IMPACTS:

Entering this sales agreement will define the City's relationship with the Postal Service with respect to a number of design and financial issues. The purchase would significantly offset some of the cost of the City's acquisition of the parcel. The usual direct costs of such a development will be covered by the Postal Service including cash contributions for road, water and trail improvements. The City will not receive the tax revenue that would be associated with private development on the site.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The Postal Service attempts to cooperate with local jurisdictions and complies with most local requirements (not processes). However, they are exempt from local authority. Because the RDA owns the parcel, the Council can decline to sell the property. This would probably cause the Postal Service to abandon the current project. They would continue to seek sites

for a post office, likely outside the City. Short delays could affect funding of the project; long delays would have an effect similar to refusing to sell.

RECOMMENDATION: Authorize the Mayor and Chair of the Redevelopment Agency to execute a sales agreement (Offer to Sell) with the United States Postal Service for the sale of about 2.3 acres (100,000 sq. ft) of the Snow Creek Parcel (Lot 9).

N 00°16'
BASIS OF
1236.79

S00°16'22"
92.320

SN
PA
PA
PA
PA
MN
MN
MN

667.600'

203.887'

N68°44'00"E
(299.55' TIE TO ESMT.)

12' WIDE
-TRAIL EASEMENT

CONTAINS 442.300 SQ FT. OR 10.15 ACRES

POLE LINE EASEMENT IN FAVOR OF
UTAH POWER AND LIGHT CO.
RECORDED JANUARY 15, 1948
ENTRY NO. 77038
BOOK Z-MISC., PAGE 96
SEE SCHEDULE B-2, ITEM 25
OF THE TITLE REPORT.

20' WIDE SANITARY
SEWER EASEMENT
TO S.B.S.I.D.

LOT 9

441735.8 SQ.FT.
10.14 AC.

PARK AVENUE

R.O.M. LINE

HIGHWAY U-224

26.010'
N68°44'00"E
50.192'

20' WIDE ROAD
ACCESS EASEMENT
WITH 40' DIA.
TURNAROUND
TO S.B.S.I.D.

(N 00° 16' 20" E 2642.86' COR. TO COR.)
(BASIS OF BEARING) SECTION LINE

PARCEL 1
90934.2 SQ.
2.088 AC

ENTRANCE
LOT A

NATURAL GAS
STORAGE BUILDING

LOT 8

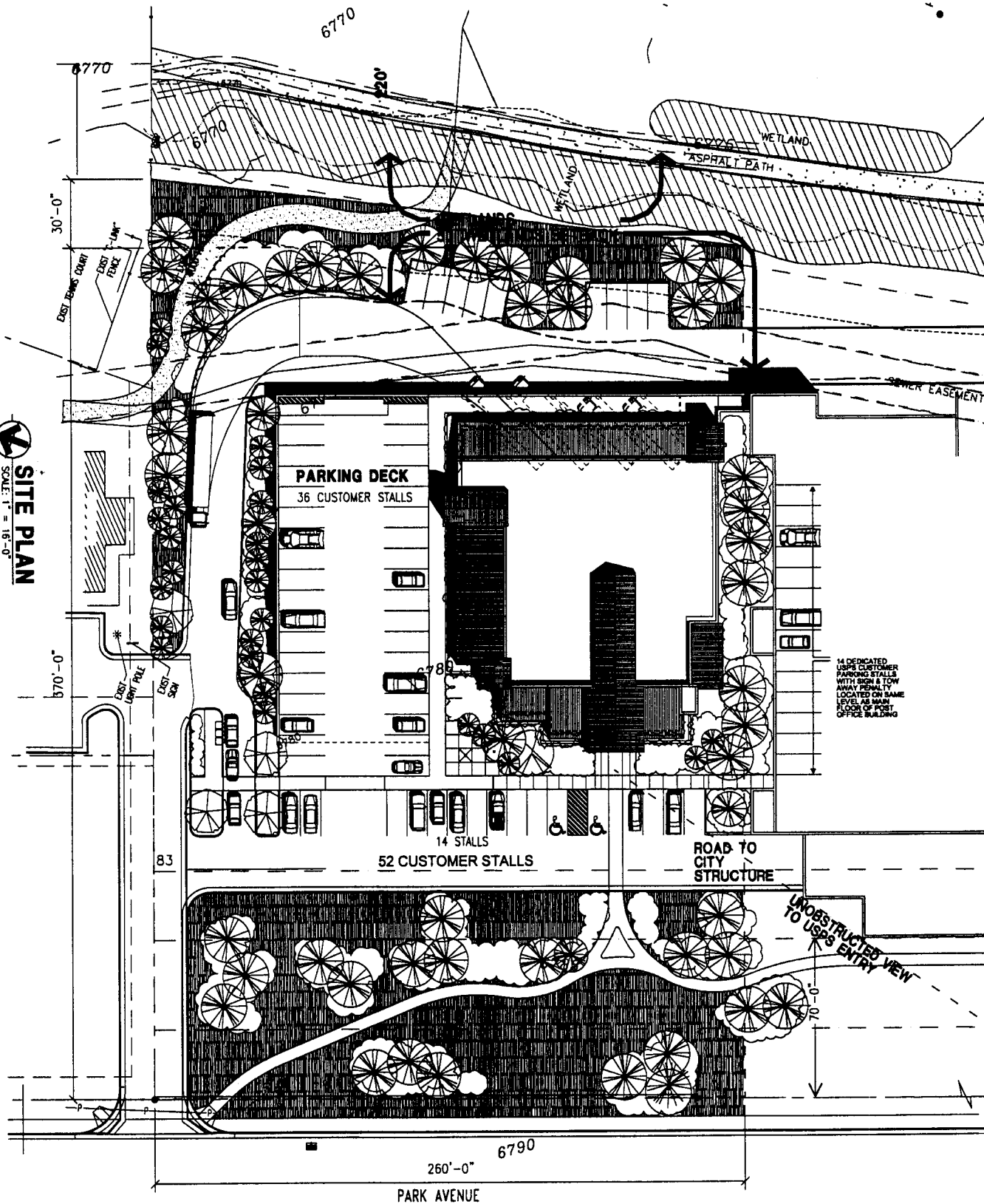
44667.7 SQ. FT.
1.025 ACRES

SNOW C
LC
S



SEWER DISTRICT APPROVAL
REVIEWED FOR CONFORMANCE TO
SNYDERVILLE BASIN SEWER IMPROVE
DISTRICT STANDARDS THIS _____
DAY OF _____ 1998.
S.B.S.I.D. _____

SITE PLAN
SCALE: 1" = 16'-0"



SD-1

USPS PARK CITY MAIN POST OFFICE
PARK AVENUE (STATE HIGHWAY U-224)
PARK CITY, UTAH

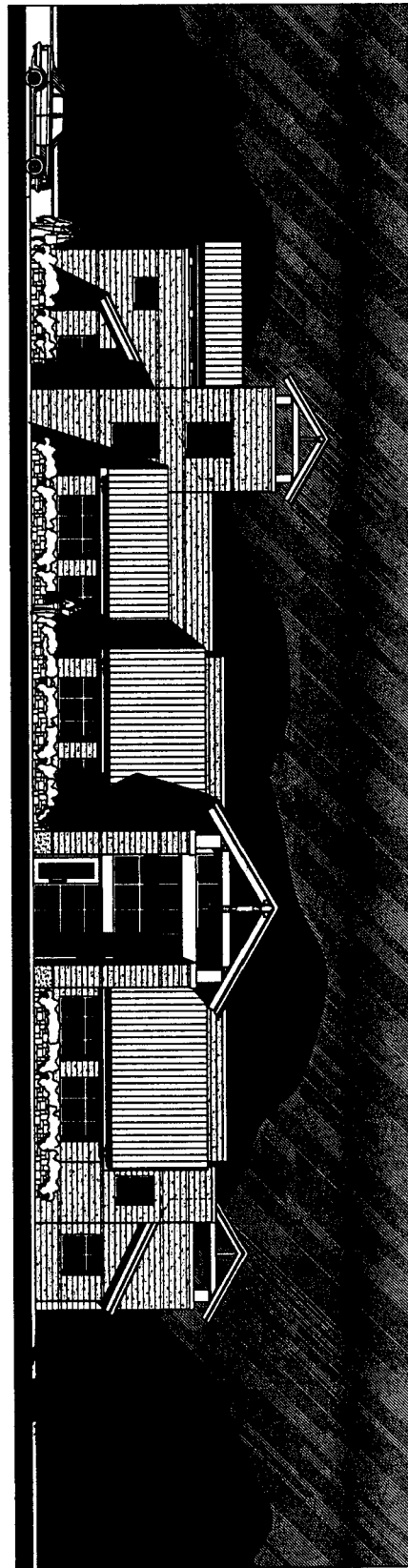
FRANK N. MURDOCK JR. Architect & Associates
376 East 420 South, Suite 212, Salt Lake City, Utah 84111 (801) 332-4441

SITE PLAN

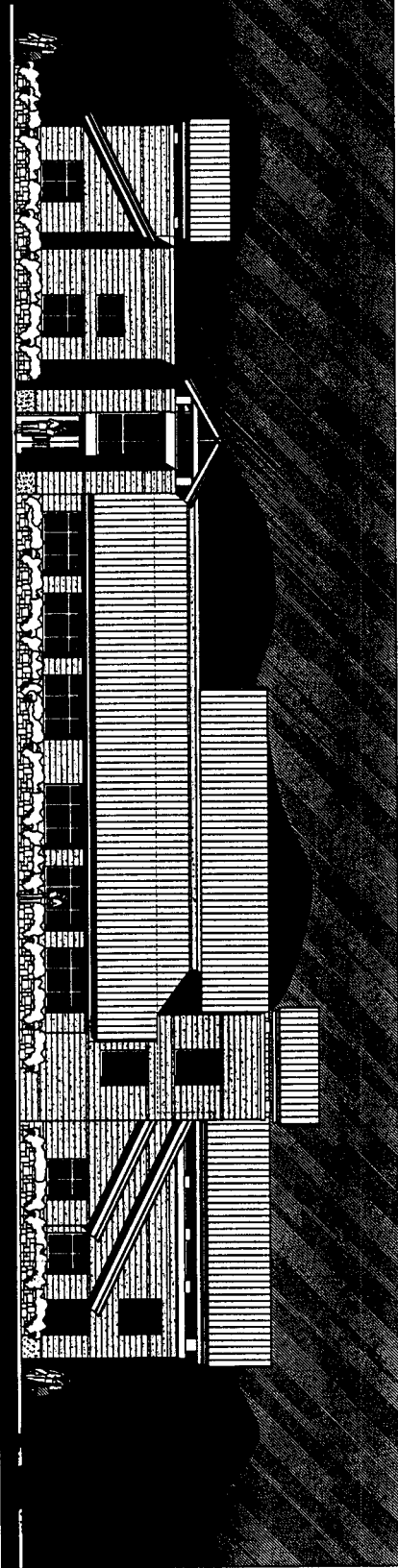
63



PARK CITY UTAH
MAIN POST OFFICE



PARK CITY UTAH MAIN POST OFFICE
WEST EXTERIOR ELEVATION
SCALE 3/16" = 1'-0"



PARK CITY UTAH MAIN POST OFFICE
NORTH EXTERIOR ELEVATION
SCALE 3/16" = 1'-0"



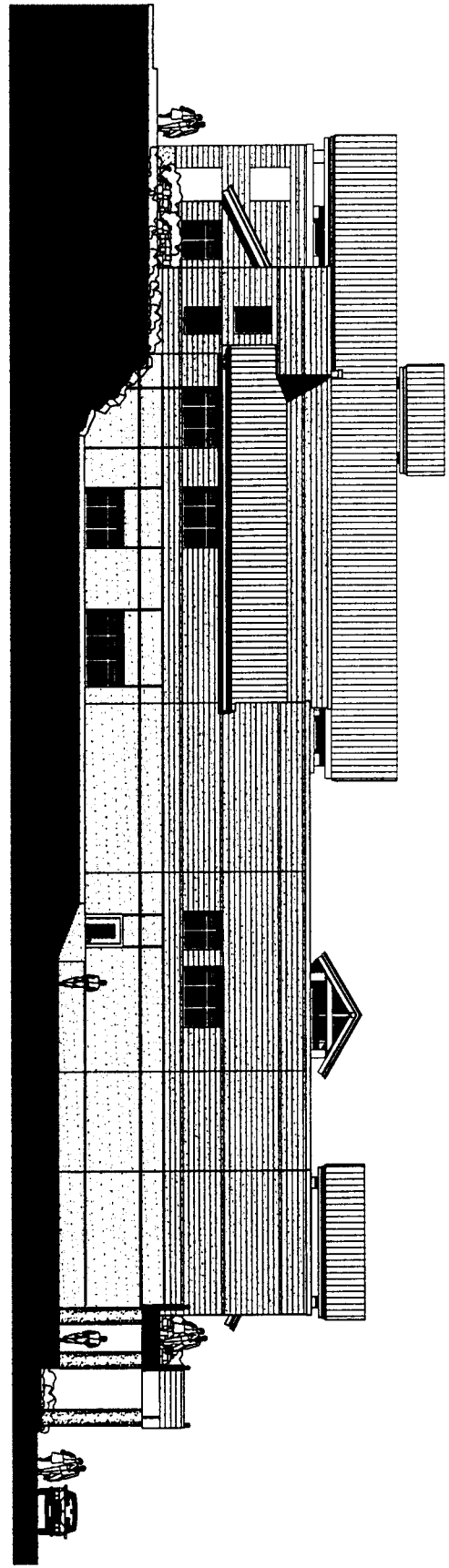
PARK CITY UTAH MAIN POST OFFICE
PARK AVENUE (STATE HIGHWAY U-224)
PARK CITY, UTAH

FRANK N. MURDOCK JR. ■ Architect & Associates
378 East 400 South Suite 312, Salt Lake City, Utah 84111 (801) 532-4441

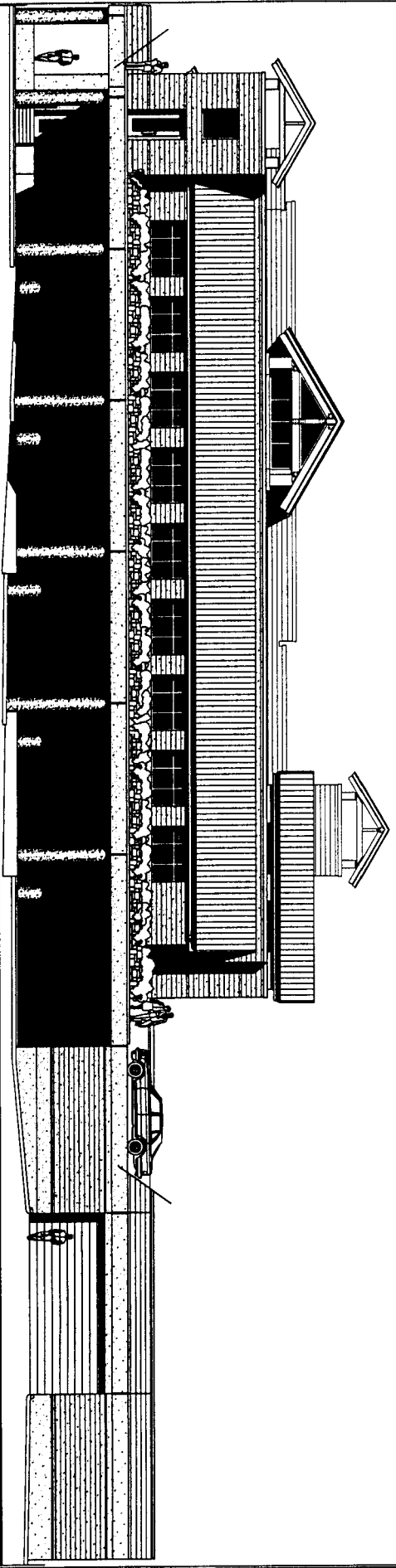
EXTERIOR ELEVATIONS

A-3

65



PARK CITY UTAH MAIN POST OFFICE
SOUTH EXTERIOR ELEVATION
SCALE 3/16" = 1'-0"



PARK CITY UTAH MAIN POST OFFICE
EAST EXTERIOR ELEVATION
SCALE 3/16" = 1'-0"



A-4

USPS PARK CITY MAIN POST OFFICE
PARK AVENUE (STATE HIGHWAY U-224)
PARK CITY, UTAH

FRANK H. MURDOCK JR. ■ Architect & Associates
376 East 400 South Suite 312, Salt Lake City, Utah 84111 (801) 532-4441

EXTERIOR ELEVATIONS

66



**A RESOLUTION AUTHORIZING THE MAYOR AND
CHAIRMAN OF THE REDEVELOPMENT AGENCY TO
EXECUTE AN OFFER TO SELL WITH THE
UNITED STATES POSTAL SERVICE
FOR THE SALE OF A PORTION OF LOT 9
SNOW CREEK CROSSING, PARK CITY, UT**

WHEREAS, the United States Postal Service is interested in developing a new Post Office in Park City to accommodate the growing needs of the Community; and

WHEREAS, the Park City Redevelopment Agency purchased Lot 9, Snow Creek Crossing with the knowledge that the Postal Service was interesting in a portion of the parcel to build a new Post Office; and

WHEREAS, the proposed offer to sell specifies conditions of development which are desired by the City; and

WHEREAS, the Postal Service has agreed to maintain the Post Office on Main Street and the construction of a new Post Office allows the Postal Service to remodel the Main Street Post Office to be more convenient and customer service oriented; and

THEREFORE, BE IT RESOLVED that the City Council and Redevelopment Agency of Park City as follows:

SECTION 1. AUTHORIZATION AND FINDINGS. The City Council authorizes the Mayor and Chair of the Redevelopment Agency to enter into an Offer to Sell with the United States Postal Service based upon the following findings:

1. The sale of the property for use as a Post Office is consistent with the Park City General Plan.
2. This offer to sell includes mechanisms sufficient to assure that the Post Office facility is compatible with the community.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 7th day of January, 1999.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

PARK CITY REDEVELOPMENT AGENCY

Chairman Bradley A. Olch

Attest:

Janet M. Scott, Secretary

Approved as to Form:

Jodi F. Hoffman, City Attorney

Offer to Sell Real Property

Facility Name/Location

Park City, UT - Main Office (496800-G03)

Project : E87085

The undersigned, hereinafter called the seller, in consideration of mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby makes the irrevocable offer to sell and convey to the United States Postal Service and its assigns, the fee simple title to the following described land, with the buildings and improvements thereon, hereinafter referred to as "land", and all rights, hereditaments, easements and appurtenances thereunto belonging, and legally described as follows:

Proposed Lot 9 A, Snow Creek Crossing Subdivision, Park City, County of Summit, Utah. Said legal description to be amended at a later date by ALTA/ACSM Land Title Survey, and approved subdivision plat by Park City Council.

Subject to the following rights outstanding in third parties:

Except as shown on attached Exhibit "A" attached hereto and made a part hereof.

Excepting and reserving to the seller the following rights and interests:

See Addendum

The terms and conditions of this offer are as follows:

1. The seller agrees that this offer may be accepted by the United States Postal Service through any duly authorized representative, by delivering, mailing or telefaxing a notice of acceptance to the seller at the address stated below, at any time within 120 calendar days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.
2. The Postal Service agrees to pay the seller for said land the sum of \$2,000,000.00 ***Two Million and 00/100 Dollars*** payable upon approval by the Postal Service of the seller's title and execution and delivery by the seller of a good and sufficient General Warranty Deed with Deed Reservations regarding mineral rights conveying said land with the hereditaments and appurtenances thereunto belonging to the United States Postal service and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or reserved above, together with all right, title, and interest of the seller in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.
3. It is agreed that the Postal Service will pay to record the deed to the Postal Service and the procurement of the necessary title evidence.
4. The seller agrees that all taxes, assessments, and encumbrances which are a valid lien against the land as of the time of conveyance to the Postal Service shall be satisfied of record by the

seller at or before the transfer of title and, the seller, will, at the request of the Postal Service and without prior payment or tender of the purchase price deliver the General Warranty Deed with Deed Reservations to the Postal Service and obtain and record such other curative evidence of title as may be required by the Postal Service. If the seller fails to satisfy any such liens or fails to secure such curative evidence as required within sixty (60) days of acceptance of this offer by the Postal Service, the Postal Service may pay said liens and cure such defects and deduct any cost incurred from the purchase price of the land. Real Estate taxes for the current year, utilities and rents, if applicable, are to be pro-rated as of the date of closing.

5. The seller agrees that loss or damage to the property by fire or acts of God shall be at the risk of the seller until the title to the land and deed to the Postal Service have been accepted by the Postal Service through its duly authorized representative or until the right of occupancy and use of the land, as herein below provided for, has been exercised by the Postal Service; and, in the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance or title to such property, in which case there shall be an equitable adjustment of the purchase price.

6. The agents, employees or representatives of the Postal Service shall have the right, during the period of the offer, subject to the use made of the premises by the seller to enter upon the said premises for the sole purpose of inspecting the same and making test borings, plans and topographical surveys in connection with the Post Services's contemplated use of the premises. The Postal Service, at its expense shall promptly restore the property of the seller to its original condition in accordance with good engineering practices.

7. Possession of the property shall be delivered to the purchaser on the day the sale is consummated unless a different possession date is herein specified.

8. The seller agrees not to rent, lease or otherwise increase tenancy on any portion of the property subsequent to execution of this Offer to Sell Real Property.

9. It is agreed that the spouse, if any, of the seller, by signing below, agrees to join in any deed to the Postal Service and to execute any instrument deemed necessary to convey to the Postal Service any separate or community estate or interest in the subject property and to relinquish and release any dower, curtest, homestead, or other rights or interests of such spouse therein.

10. No member of or delegate to Congress may be admitted to any part or share of this option, or to any benefit arising from it. This prohibition does not apply to the extent this option is with a corporation for the corporation's general benefit.

11. Contingent Fees:

- a. The seller warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide established commercial or selling agencies maintained by the seller for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability, or at its sole discretion, to deduct from the contract price or consideration or otherwise recover from seller the full amount of the commission. Percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings on property for sale, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this offer, may be considered as bona fide employees or agencies within the exception contained in this clause.

12. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the seller.

13. Seller authorizes the Post Office to conduct any tests it deems necessary to determine whether contamination exists on said land. Park City certifies that it is not aware of any contamination, hazardous material or underground tanks or associated piping on the site. The seller warrants that since Park City purchased subject property no contamination or hazardous material has been detected on site.

14. All terms and conditions with respect to this offer are expressly contained herein and the seller agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this offer not expressly contained herein.

15. Seller warrants that legal title is held as follows: Park City Redevelopment Agency

Addendum

Facility Name/Location

Park City, UT - Main Office (496800-G03)

1. **Price Adjustment.** The purchase price, as identified in paragraph two of this offer, is based on an appraised value of \$20.20 per square foot. The appraised value was based on an initial site offer of 99,000 square feet. In the event Park City Municipal Corporation modifies said square footage the purchase price shall be adjusted accordingly based on appraised value of \$20.20 per square foot.
2. **Conditions.** As further conditions of this agreement, the Postal Service agrees to the following:
 - a) The Postal Service will enter into reciprocal cross easements for circulation, parking, construction and utilities with the owner of Lot 9.
 - b) The Postal Service will mutually work with the Park City planning staff to ensure that exterior design and landscape provisions will be acceptable to Park City.
 - c) The Postal Service agrees to participate in a development fund to pay for its proportionate cost for the realignment of the trail along the northern end of the site in an amount not to exceed \$20,000.
 - d) The Postal service agrees not to request any new curb cuts onto Highway 224.
 - e) The Postal Service agrees not to direct or permit any semi truck traffic to enter over the contiguous private access drive along the north property line. Exiting will be permitted.
 - f) The postal service will comply with Park City Municipal Land Management Code and Park City Design Guidelines requirements in the following areas so long as they do not conflict with the United States Postal Inspection security requirements:
 - 1) Site plan. The site plan shall substantially conform to Exhibit B. Postal operations such as dock and truck maneuvering areas and employee parking shall not be affected by these regulations.
 - 2) Landscaping.
 - 3) Building Design. The Post Office must be granted approval from the Community Development Director or on appeal from the Park City Council for exterior building elevations consistent with the Park City Design Guidelines.
 - 4) Signs. All signs shall conform with the Park City Sign Code. Flag Poles placement shall not be within the first 30 feet of the Frontage Protection Zone.
 - 5) Exterior Lighting. All exterior building lighting and parking lot lighting shall conform with the Park City Land Management Code. As a condition of this offer, the Postal Service shall not exercise, nor claim the benefit of sovereign

immunity in the above identified areas.

g) The Postal Service agrees to pay 50% (in an amount not to exceed \$150,000) of the cost for an access road including associated curb, gutter, drainage and waterline extension from Snow Creek to the property line of Lot 9A, said road to be constructed by Park City. The road will be utilized by the Postal Service to access the dock and employee parking area. The Postal Service will place these funds in an escrow account for the benefit of Park City. Said funds shall be released to Park City upon completion of the roadway. Park City agrees to complete construction of the roadway by August 31, 1999 or within 120 days of the Postal Service commencing site work of Park City postal project on Lot 9A, whichever is later, provided that Park City shall not be required to complete any road work between October 15 and May 15. In the alternative, Park City may notify the Postal Service in writing within 30 days of the Postal Service commencing site work of the Park City postal project on Lot 9A, that it does not intend to construct the road at that time. In which case, the Postal Service shall have the right to complete said roadway at its own cost. In such event, upon completion by the Postal Service, said roadway will be exclusively for the benefit of the Postal Service until such time that Park City reimburses the Postal Service its 50% of road development costs (in an amount not to exceed \$150,000). In the event that Park City secures other federal funding for the development of said roadway, the Postal Service will be responsible for 50% of the costs not covered by the grant, as long as the Postal Service reinvests any savings in enhancements of the Park City postal project. Enhancements could include items such as public art, trail improvements, improved exterior finishes or architectural detailing, habitat protection or decorative landscaping not already a part of the project.

h) The Postal Service agrees to pay \$30,000 for water related issues, excluding its proportionate share of cost of a water line from the connection on the north to Snow Creek Drive referenced in "g" above. As a condition of the Postal Service paying this amount, Park City agrees that it will not impose any other water impact fees or assessments. The Postal Service will pay customary user fees for water service.

i) The Postal Service agrees to pay its proportionate share of the cost of a traffic signal and any required intersection improvements, to be located at a future time, at the intersection of SR224 and Snow Creek Drive. The Postal Service's proportionate cost will be 25%, in an amount not to exceed \$75,000. The Postal Service will deposit these funds in escrow for the benefit of Park City upon close of the sale of Lot 9A. Said traffic signal shall be installed within two years after completion of the Park City postal project on Lot 9A. In the event that the traffic signal is not completed within this time frame, the deposited postal funds, along with interest, shall be returned to the Postal Service, and the Postal Service's responsibility to contribute a proportionate cost shall be eliminated.

j) The Postal Service agrees to refrain from constructing any parking to the west of the driveway in front of the Post Office unless the City fails to construct improved parking and make at least 12 spaces available for use by employees and customers of the Post Office. Such parking constructed by City shall include convenient pedestrian access to a

public entrance. In the event the City fails to construct improved parking, the Post Office shall construct no more than twelve spaces to the west of the driveway.

k) No part of this Agreement shall merge into the statutory warranty deed upon delivery.

Date: _____

Park City Redevelopment Agency
Chair, Bradley A. Olch

Signature

Park City Municipal Corporation
Mayor, Bradley A. Olch

Signature

Notice of acceptance of this offer to be sent to:

Seller: Address: P.O. Box 1480 Park City, Utah 84060-1480
Telephone No: (435)615-5007
Taxpayer ID:

Witness to Seller

Witness to Seller

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

On the ____ day of _____, 1998, personally appeared before me Bradley A. Olch, who by me duly sworn, did say that he is the Mayor of Park City Municipal Corporation and the Chair of the Park City Redevelopment Agency and that said document was signed by him in behalf of said corporation and agency by authority of their bylaws and said Bradley A. Olch acknowledged to me that said corporation and agency executed the same.

Jan Scott, City Clerk

My Commission expires on: _____

Date: _____

The offer to the Seller contained herein is accepted for and on behalf of the United States Postal

Service.

Cheryl Hamilton

Print Name and Title of Contracting Officer

Signature of Contracting Officer

Denver Facilities Service

8055 E Tufts Ave #400, Denver, CO 80237-2881

Print Address of Contracting Officer

STATE OF _____)

)ss.

COUNTY OF _____)

On the ____ day of _____, 1998, personally appeared before me
Cheryl Hamilton, who by me duly sworn, did say that she is the Contracting Officer of the
United States Postal Service, Denver Facilities Service, and that said document was signed by
her in behalf of said corporation by authority of its bylaws and said Cheryl Hamilton
acknowledged to me that said corporation executed the same.

Notary Public

My Commission expires on: _____



DATE: December 30, 1998
DEPARTMENT: Leisure Services
AUTHOR: Pace Erickson
TITLE: Considerations for a Natural Ice Sheet
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS:

Authorize staff to enter into an agreement with the Utah Speed Skating Association (USSA) to conduct an experiment in City Park to see if it is feasible to sustain a natural, unrefrigerated ice sheet.

DESCRIPTION:

A. Topic

Feasibility study as to the ability to sustain a natural ice sheet.

B. Background

In October, Patrick Cunningham, President of the Utah Speed Skating Association (USSA) a non profit organization located at the Oquirrh Park Speed Skating Oval, Kearns, UT 84118, inquired as to the interest Park City may have in conducting an experiment to see if a natural ice sheet is feasible within Park City. The USSA is going to lose there speed skating facility in April and is in the process of looking for a suitable site to train during the reconstruction of the new indoor facility. After looking at many different sites, the USSA made a formal proposal to use City Park for the experiment.

The USSA has requested that Park City provide a site, water to build and maintain the ice sheet, electricity, some equipment storage, possible use of some limited type of lighting, adequate parking, good public exposure, and a central location. Two possible sites have been proposed one being the softball infield which would have little or no impact to the park because the infield is dirt. The other site is located at the south end of the rugby field , adjacent to the city park building. The site on the rugby field would have possible impacts as it is unknown how it would effect the underlying turf.

C. Analysis

A lot of discussion has taken place about Park City's willingness to participate and if there is even support from the citizens for this type of facility. Ice has been designated as one of the top recreational amenities in the parks and recreation study that was commissioned by City Council and ultimately brought back and presented by the Parks, Recreation and Beautification Board. Several years ago the Parks Department attempted to create a skating area within city park without success, not out of the willingness to try, but from a lack of knowledge about building and sustaining a natural ice sheet.

On December 14, 1998 representatives from Park City met with Patrick Cunningham, President of the USSA to discuss the possible pitfalls of the ice sheet. After much discussion, it was visible that the best possible approach would be to see if a natural ice sheet would even be feasible and that a low profile, small, experimental ice sheet would be the best possible alternative.

At their December meeting, the Parks, Recreation and Beautification Board discussed this at length and felt that it would be beneficial to Park City to have the knowledge of whether or not a natural ice sheet would work. They recommend the USSA's proposal with the following conditions:

- ▶ That the ice sheet not exceed 70 feet X 125 feet or 1/4 acre and that the site be approved by the Parks Director.
- ▶ That the USSA obtain the appropriate insurance to protect both Park City and the USSA from liability with Park City being named the insured.
- ▶ That the USSA provide a bond in the amount of \$5,000.00 in the event the rugby field is damaged.
- ▶ That all operations and cost associated with setting up, dismantling and operation of the ice sheet be the sole responsibility of the USSA.
- ▶ That the USSA will be responsible for providing Park City with a comprehensive report as to the success and possible expansion of the program to other sites within Park City.
- ▶ That the USSA provide signs explaining that it is not a City ice sheet and is not maintained by Park City, that any public use is at their own risk, that the ice is dangerous and may cause substantial injury, the process that is in place to create the ice sheet, to what extent the experiment is taking place, the possible public benefit to Park City, and a phone number of someone to contact for comments and questions. These signs should be in both Spanish and English.
- ▶ That the USSA not charge for use of the facility, but may solicit donations from user groups who use the ice sheet.
- ▶ That the USSA provide their own lighting to be approved by Park City.

- ▶ That the USSA provide a copy of their plan to build and operate the ice sheet including but not limited to: times of operation, the name and phone number of a responsible party, and a tentative grooming schedule.
- ▶ That the USSA's proposed experiment take place during this winter season starting when there is sufficient snow pack on the field and ending when it is apparent that the possibility of keeping ice is futile. If the infield is used, no consideration for snow depth will be needed.
- ▶ If the ice is not melted by April 1, 1999, the USSA will pay the cost of Milorganite treatment not to exceed \$200.00. This payment shall also be guaranteed by the damage bond.

In return, Park City would provide and or allow:

- ▶ A site within City Park.
- ▶ Any existing utilities including water and electricity.
- ▶ Limited storage for skates, hoses, ice making equipment, groomers (Zamboni) if it will fit in the park building equipment storage room, etc.

If the experiment is successful, the USSA would like to look for a site that would be conducive to a large 200 or 400 meter oval somewhere in the Park City area, the most feasible site at this time is the High School track and would require approval from the School District.

D. Department Review

The Parks, Recreation and Beautification Board, Parks Department and Legal Departments have reviewed this item.

ALTERNATIVES:

- A. Authorize staff to enter into an agreement with the Utah Speed Skating Association to conduct an experiment in City Park to see if a natural ice sheet is feasible in Park City.
- B. Send the item back to the Parks, Recreation and Beautification Board for further discussion and direction.
- C. Deny USSA's request.

SIGNIFICANT IMPACTS:

As it is unknown at this time what effect it would have on the underlying turf, staff recommends

a security bond be in place in the event there is damage that would need to be covered. We estimate that damage that might occur to City Park would be approximately \$5,000.00.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

There has not been a large community outcry for this type of facility, therefore, staff feels that the consequences of not taking the recommended action are low. However, as this is a feasibility study, by not taking the recommended action we may never know if natural ice is feasible without significant city resources in the future.

RECOMMENDATION: Staff recommends City Council enter into an agreement with the USSA to conduct an experiment on a site approved in City Park to see if a natural ice sheet is possible. Conditions for the agreement will be drafted by the legal department.