

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 10, 2005**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, November 10, 2005.

Closed Session – Executive Conference Room

3:00 p.m. Property

Work Session – City Council Chambers

4:00 p.m. Council questions/comments

4:10 p.m. For-hire vehicles

4:40 p.m. New China Bridge regulations and special event parking

5:10 p.m. Review of regular meeting

- MFL for Holidays on Main
- Other meeting questions/comments

5:50 p.m. Break

Regular Meeting – City Council Chambers

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF OCTOBER 27, 2005

V RESIGNATIONS AND APPOINTMENTS

1. Acceptance of resignation of David Hull from the Board of Adjustment
2. Appointment of Gordon Strachan to the Board of Adjustment to fill an unexpired term to June 30, 2007

VI CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving maintenance agreement and accepting the public improvements at April Mountain Subdivision

2. Ordinance approving a plat amendment for 2451 Iron Mountain Drive, Iron Mountain Subdivision, Park City, Utah
3. Ordinance approving a final record of survey plat for 631-639 Park Avenue at Crescent Tram Condominiums, located at 631, 633, and 639 Park Avenue, Park City, Utah
4. Ordinance approving the Rusten Subdivision Plat, located at 1058 Lowell Avenue, Park City, Utah
5. Ordinance approving the lot line adjustment, Lots 31 and 34, located at 21 Eagle View Court, Park City, Utah
6. Master Festival License – The First NoMel to be held on November 25, 2005 – NOMA

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5. Ordinance approving the lot line adjustment, Lots 31 and 34, located at 21 Eagle View Court, Park City, Utah
6. Master Festival License – The First NoMel to be held on November 25, 2005 – NOMA
7. Award of contract to Stantec Consulting Inc, in a form approved by the City Attorney, for Phase 1 of the General Plan update in the amount of \$41,300
8. Resolution proclaiming the week of November 14 – 18, 2005 as Park City Education Week in Park City, Utah

VIII NEW BUSINESS

1. Award of construction contract to Desert Sage Contractors, in a form approved by the City Attorney, for the skate park expansion in an amount not to exceed \$378,782
2. Master Festival License for Holidays on Main to be held on December 17, 2005 and suspension of paid parking from November 25 – December 17, 2005 - HMBA
 - Public hearing
 - Action

IX ADJOURNMENT

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

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

Posted: 11/07/05

See: parkcity.org

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

November 2005

- 8 *Municipal Election Day*
- 15 Official Election Canvass (*Tentative*)
- 17 Joint board work session – Empire Pass development agreement; historic preservation; IHC task force recommendation – (2 hours)
Bond resolution - Community Impact Board water bonds
Decision on acceptance of annexation petition – Quarry Mountain – Craig Mogel (Eagle Pointe Subdivision Phase 5)
Ordinance – 1825 Three Kings Drive Silver Star Condo Buildings G-M record of survey - Kirsten
- 24 **No meeting** - Thanksgiving

December 2005

- 1 Affordable housing plan – work session (1 hour)
Ice Arena fees and programs – work and action (45 min)
Quinns Junction transit service – work session (30 min)
Amended Summit County-Park City Inter-local Transit Agreement – consent agenda
Ordinance – 570 Deer Valley Drive, The Lofts record of survey condominium plat - Ray
Ordinance- approving a plat amendment for The Public Works Building, located at 1630 Short Line Road – Pat
Ordinance – 1335 Lowell Avenue, Marsac Mill Condominiums amended record of survey plat – Brooks
Ordinance – 1442 April Mountain Drive plat note amendment - Kirsten
- 8
- 15 Resolution adopting housing plan – public hearing and action
Letter of intent for regional transportation/transit – Kent
Amended Summit County-Park City Inter-local Transit Agreement – consent agenda
- 22
- 29 **No meeting**

January 2006

- 5 **No meeting**
- 12
- 17-18 *Council Visioning Workshop*
- 19 **No meeting**
- 26

Pending Items:

KPCW lease
General Plan update

Regional bus service SLC

Conveyance of easement from Iron Mountain & Associates

One year review of Ordinance No. 05-49, outdoor display of merchandise – August 2006

One year review of land use associated with purchase of Aerie Drive/Deer Valley Drive property – August 2006

City Council Staff Report

Author: Chief Lloyd D. Evans, Sr.
Subject: FOR HIRE VEHICLE ORDINANCE
Date: November 2, 2005
Type of Item: Informational and Discussion



POLICE DEPARTMENT

Summary Recommendations:

City Staff recommends that City Council take no action to change or amend the current city ordinance regulating the For Hire Vehicle businesses in Park City and allow staff to continue to work with the Industry Task Force to develop potential solutions to technical concerns identified by the For Hire Vehicle Industry. Staff does not recommend pursuing a franchise strategy similar to Salt Lake City.

Topic:

For Hire Vehicle Ordinance Update

Background:

In December 2004 City Council at the request of City Staff made adjustments to the Municipal Code governing the For Hire Vehicle Licensing, Title 4, Chapter 15, Section 2(B), adding a new minimum amount of commercial transportation insurance coverage of \$750,000.00 as requested by the Salt Lake City cab companies legal representatives.

After this change in ordinance, the local For Hire Vehicle companies expressed concerns to City Staff and Council Members over the change in the ordinance and concerns that this change would bring and has brought a greater numbers of For Hire Vehicle companies to Park City causing a dilution of their businesses. City Council requested staff to hold meeting with the For Hire Vehicle companies to better understand their concerns and issues.

In May 2005 staff held two open house meetings with these companies and invited their input on concerns, issues and local ordinances affecting their businesses. Along with the meetings the City business licensing department researched and provided statistics of the companies holding business licenses as For Hire Vehicle companies, staff has found that only a very few companies had actually insured their vehicles with the lesser amount of insurance, \$750,000, accounting for only about a dozen vehicles out of the nearly 400, about 3% of the vehicles licensed, see "**Attachment A**". However an increase in the number of licensed For Hire Vehicle companies and number of vehicles has occurred. Staff attributes the increase to efficient enforcement. The police department's Community Support Unit, Officer Kingery, met with unlicensed companies found to be operating in the area and informed them of the local business license requirements.

Input meetings with the For Hire Vehicle companies were held on May 9th and 24th and City Council received a summary update in a Manager's Report in June outlining issues raised by the industry as follows:

INPUT LIST MAY 9, 2005

1. Too Many Taxi's (400+)	10. Certificate of Convenience
2. Cut back number of licenses issued	11. Sticker change
3. Establish complaint system – revise	12. Redefine "TAXI"
4. Decide what to do with violators	13. Vehicles registered under co. name
5. Higher level of enforcement	14. Temporary permits to add vehicles
6. "Z" endorsement not needed	15. Require taxi's to have meters
7. Shuttle/Limo co.'s handled differently	16. Taxi stands???
8. Random drug testing for drivers	17. Use transit center staging??
9. Separation of "TYPES" of service/co.	18. No out of state plates or DL's

INPUT LIST MAY 24, 2005

1. Separate types of service	11. Limit size of fleets
2. Limit number of taxi's/licenses	12. est. minimum number of vehicles in fleet
3. Limit number of shuttles/licenses	13. What's the image PC Council wants
4. Check violations of state law by PCMC	14. Not only a Sundance Event issue – Sundance Event is a big part of issue
5. Check violations of fed law by PCMC	15. Small companies want to grow – how to grow in PC
6. Companies, "shouldn't under cut each other"	16. Certificate of Convince, is this the way to go?
7. Improved complaint system for user	17. eliminate \$750,000 insurance category – all agreed
8. Flat rate established for all	18. Don't issue any more licensed until issues addressed
9. Limit age of vehicles licensed	19. Revoke licenses for abuse or violation
10. In state vehicle licenses only	20. Who is the right company?

The attendees of the first meeting, May 9th, formed an Industry Task Force to begin to discuss the many and varied concerns of each company. Donnie Novelle with Park City Transportation volunteered to be the point person for this group. The Industry Task Force held another meeting on May 18th, the Chief of Police attended as the staff representative to interact with the group. Much of the conversation centered on legal issues relating to restricting commerce. it was suggested that a list of questions be submitted to the City's Legal Department to help direct the discussions in a more productive direction through understanding the potential legal challenges. That list was submitted to the City Attorney for review and a response was provided to the Industry Task Force on October 17th, which is "**Attachment B**" of this staff report.

The analysis of the questions from the Industry Task Force, provided by the City's Legal Department, established the City's obligation under state law, to pass ordinances that are, "necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of the property in the city." In establishing those ordinances, the city can not act in an arbitrary or capricious manner in establishing ordinance and as such it becomes necessary to conduct a study to establish a premise to creating a restrictive ordinance.

After distribution of "**Attachment B**" to members of the Task Force several e-mails concerning the next steps to be taken by the Industry Task Force were distributed amongst Task Force members and a Task Force meeting was scheduled and held on October 24th with few attendees. A second Task Force meeting was held on October 31st with a larger group of attendees who discussed the findings of the Legal Department. Staff requested a letter for this report from the Industry Task Force, no letter was received.

Analysis:

Staff finds that there is not a correlation between reducing the liability amount and increases in the number of For Hire Vehicle licenses. The risk management function of the city legal department has determined that our current liability requirements is within standards set by the Federal Motor Carrier Act and therefore appropriate. Very few customer complaints have been received.

The issues relating to taxi, shuttle, limo and general transportation for Park City are board sweeping and diverse. From the meetings held with the For Hire Vehicle businesses it appears to staff that several issues rise to the top: limiting the number of licenses (vehicles), separating the types of companies to establish more defined regulations/rules for each and growing already established businesses within Park City. There is, without doubt, a great deal of transportation business experience within the Industry Task Force and there appears to be interest by the participants to interact within their industry to identify specific solutions to the concerns. In staff's opinion the taxi companies were hopeful that the City could impose restrictions on non-Park City companies. As shown in Legal's response (Attachment B), this would be difficult to do without a franchise or selection process like Salt Lake does. Interestingly, Salt Lake has experienced industry complaints, similar ours. Salt Lake recently went through an expensive study to find this out.

The transportation companies are now interacting with each other as a group in an attempt to understand the issues amongst themselves and this will provide an opportunity to obtain tangible data surrounding the identified issues rather than relying upon antidotal information which often creates a reaction rather than a solution.

It is unlikely the issues identified by the involved parties will not be easily or quickly resolved. The Taxi Ordinance Enforcement group would like to continue to support and

work with the Industry Task Force in developing acceptable guidelines/regulations for operation of a For Hire Vehicle business in Park City. They do not seem interested in pursuing a franchise system as many of them could not do business in Park City unless they joined the 1 to 3 winning companies.

Department Review:

Business Licensing, Legal Department, City Manager and City Staff's Taxi Enforcement Task Force have reviewed this report.

Alternatives:

Approve the Request:

Approving staff's recommendation will allow for continued interactions with the Industry Task Force to potentially develop improvements to the existing For Hire Vehicle enforcement program.

Deny the Request:

Council could direct staff to return with ordinance adjustments specific direction would be needed so an ordinance can be drafted by December 1, 2005. This would allow for any changes to be effective for this year.

Continue the Item:

Continuing this item to a later date is not recommended by staff.

Do Nothing:

Taking no action on this matter will only cause it to resurface at a later time.

Significant Impacts:

The continued interaction by staff with the Industry Task Force will cause some impacts on staff time, however the most significant impact may be a positive outcome thus benefiting our transportation companies, visitors and guests.

Consequences of not taking the recommended action:

Past history shows us that if the issues/concerns surrounding the For Hire Vehicle businesses is not address it will return for discussion at a later time.

Recommendation:

City Staff recommends that City Council take no action to change or amend the current city ordinance regulating the For Hire Vehicle businesses in Park City and allow staff to continue to work with the Industry Task Force to develop potential solutions to technical concerns identified by the For Hire Vehicle Industry. Staff does not recommend pursuing a franchise strategy similar to Salt Lake City.

Taxis 2005

Account #	Name of Company	Address	Number licensed	Insurance amount	Park City
6401	ESG UTAH	2791 DEARBORN ST 84106	5	\$1,500,000.00	
6046	LIBERTY TRANSPORTATION	1300 S 209 W 84117	1	\$1,500,000.00	
6033	CITY EXPRESS AND RIDE	5056 S COTTON TREE LANE 84117	7	\$1,500,000.00	
5967	PEAK TRANSPORTATION	1150 DEER VALLEY DR 84060	10	\$1,500,000.00	yes
6398	5 STAR PLATINUM	454 S 500 W 84101	6	\$4,000,000.00	
4416	649- TAXI	105 MATTERHORN DR 84098	8	\$1,500,000.00	yes
6066	A-1 TAXI	1776 KEARNS BLVD 84060	1	\$1,500,000.00	yes
5939	ADVANCED TRANSPORTATION	2323 COMSTOCK 84068	8	\$1,500,000.00	yes
5764	AIRPORT CARS	4125 BARKER RD 84119	1	\$1,500,000.00	
5969	ALL ABOUT TOWN TRANSPORTATION	22 THOMAS PAIN LN 84055	2	\$1,500,000.00	
6181	AMBASSADOR TRANSPORTATION	202 W PRINCETON DR 84047	1	\$1,500,000.00	
6005	ASPEN TRANSPORTATION	404 W 1150 N 84049	3	\$1,500,000.00	
6130	CANYON HOP	3513 S 200 E 84106	3	\$1,500,000.00	
6020	CANYON LIMO	111 E 400 S 84036	4	\$1,500,000.00	
6348	CANYON LIMO EXPRESS	5657 ASPEN LEAF DR 84098	4	\$1,500,000.00	yes
6035	CAPC TAXI	4110 SADDLEBACK RD 84098	2	\$1,500,000.00	yes
4481	CITIRIDE	1776 PARK AVE 84060	7	\$1,500,000.00	yes
4735	DAYTRIPS	258 E HYW 35 84036	13	750,000. & 1,500,000.	
6316	DELONG ENTERPRISE	295 COUNTRY SIDE CIR 84098	6	\$1,500,000.00	yes
6067	DLSS TRANSPORTATION	56 W 400 S 84101	10	\$1,500,000.00	
6096	EMANON	54 E 200 N 84054	1	\$1,500,000.00	
4729	EXPRESS SHUTTLE	60 S REDWOOD RD 84070	34	\$1,500,000.00	
5171	FRESHTRAKS TRANSPORTATION	4709 BONNER CIR 84117	1	\$1,500,000.00	
6108	HAIL HARRY	1525 PARK AVE 84068	2	\$1,500,000.00	yes
6374	JET LIMOUSINE	3629 W 3965 S 84120	1	\$1,500,000.00	
5780	JIMMY'S FAMOUS TOURS	756 S 200 E 84111	4	\$1,500,000.00	
5199	MOUNTAIN COACH	52 KING RD 84060		HAS NOT RECEIVED	yes
5069	MUSIC TAXI	114 BROWNS CYN RD 84060	5	\$1,500,000.00	yes
654	PC TRANSPROTATION	1555 LOWER IRON HORSE LOOP 84060	38	\$1,500,000.00	yes
6308	PARK CITY DIRECT SHUTTLE	2199 MONARCH DR 84060	6	\$1,500,000.00	yes
5373	PARK CITY LIMOUSINESS	4115 ATKINSON AVE 84098	9	\$1,500,000.00	yes
5997	PIG PEN TRANSPROTATION	1415 LOWELLE AVE 84060	6	\$1,500,000.00	yes
6436	UTAH TRANSPORTATION SERVICES	135 S 500 W #409 84101	1	\$1,500,000.00	
6021	RECREATION VENTURES	111 E 400 S 84036		HAS NOT RENEWED	
2677	RESORT EXPRESS	1821 SIDEWINDER 84060	63	\$1,500,000.00	yes

8 with 1,500,000.& 4 with 750,000.

MEMORANDUM

TO: Chief Lloyd Evans, Sr.

FROM: Polly Samuels McLean, Assistant City Attorney
Jennifer Hansen, Legal Department

DATE: October 25, 2005 (Updated)

SUBJECT: Taxi Industry Task Force Questions

CC: Mark Harrington

INTRODUCTION

The Taxi Industry Task Force consists of “For-Hire-Vehicle” companies that are licensed with the City and the Police Chief as a city liason. The Task Force met on May 18, 2005 to discuss new regulations with a goal to submit revisions of the current City Ordinance to City Council this fall.

The Task Force asked the City Attorney’s Office to review a list of questions and give an analysis of the legality of each proposition. During the summer, Salt Lake City has been evaluating their taxi regulations and released a study analyzing their taxicab situation. Staff was hopeful that it could coordinate our responses in a manner consistent with Salt Lake City’s changes. However, the Salt Lake City process has stalled and changes do not appear imminent. Below are the questions, the answers and a short analysis of the directions the City can take in regulating the taxi industry.

Most of the questions fall under one of two Utah statutes. Under the first statute, the State grants power to municipalities to pass ordinances that are, “necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city.” Utah Code Ann. §10-8-84(1)

(2000) (“General Welfare Clause”). This law grants a municipality broad power to pass ordinances so long as they are rationally related to providing for the safety, health, good order, or convenience of the city and its inhabitants.

Under the second statute, Utah law allows “the governing body of a municipality [to] license for the purpose of regulation and revenue any business within the limits of the municipality and may regulate that business by ordinance.” Utah Code Ann. §10-1-203(2) (2003) (“Licensing clause”). This statute, too, gives broad power to the municipality to regulate businesses within its jurisdiction.

QUESTIONS PRESENTED AND ANSWERS

Question Presented #1: Is it legal to restrict the number of Transportation Companies by requiring the company be located in a Summit County Business zoned address?

Answer #1: No. Utah Code Ann. § 10-8-4 (2) (a) states “Municipal legislative bodies may not discriminate between resident community businesses and nonresident community businesses in establishing license requirements.” Based upon this statutory mandate, Park City can not require that the company be located in a Summit County Business zoned address.

Question Presented #2: Is it legal to restrict the number of Transportation Companies by requiring a company be a year round service provider to the Park City area with a minimum of three vehicles?

Answer #2: Maybe. Under the General Welfare Clause and the Licensing Clause, regulations requiring a minimum number of vehicles and year round service must be construed as rationally related to safety and convenience. It could be

argued that year round service would ensure that there are enough for hire vehicles available in the off season. However, such a regulation may create a glut of vehicles in the off season or too few vehicles during the winter. Requiring a minimum of three vehicles would also cut both ways. Although having three vehicles would be some assurance of backup service to passengers should a vehicle breakdown, it would also exclude smaller taxi services from the market, which may reduce the number of taxis available to customers. Such a requirement should not be instituted without a customer demand study in relation to existing service providers.

Question Presented #3: Is it legal to require transportation companies to have a drug free work place policy?

Answer #3: Absolutely. Under the General Welfare Clause, having a drug free work place policy would be considered necessary to provide for the safety and welfare of the city and its inhabitants.

Question Presented #4: Is it legal to require all vehicles be registered or leased to the company?

Answer #4: Probably not. Under the General Welfare Clause, this requirement would need to be rationally related to the public safety or convenience. Requiring all vehicles to be registered to one company may ensure more consistency in the maintenance of the vehicles. However, it is not rational to assume that an individual driver/owner who works for a company would not maintain the vehicle to the company's standards. The insurance, registration and inspection requirements are the same for all cabs whether registered to the company or a driver. Although such a restriction may be

allowed in other jurisdictions, it is usually under a system where there is limited number of companies allowed and therefore is enforced in conjunction with other regulations.

Question Presented #5: Is it legal to require all for hire vehicles to be registered in the State of Utah?

Answer #5: Probably not. Utah law exempts a “vehicle or combination of vehicles designed, used, or maintained for the transportation of persons for hire or for the transportation of property if the vehicle or combination of vehicles is registered in another state and is owned and operated by a nonresident of this state and if the vehicle or combination of vehicles has a gross laden weight of 26,000 pounds or less,” from in-state registration. Utah Code Ann. § 41-1a-202(2)(g) (2003).

Question Presented #6: Is it legal to require an age limit on all vehicles 15 passengers and less?

Answer #6: Probably. Under the Licensing and General Welfare Clauses, the age of a vehicle could probably be shown to be rationally related to the convenience and good order of the city. It would also likely fall under the general regulation of a business. Older vehicles impact air pollution and take away from the general appearance of the taxi fleet available to customers. If imposing an age limit is to be considered, Council should direct staff to research this item further to obtain evidence to augment the record.

Question Presented #7: Is it legal to require all drivers to have a Z endorsement drivers' license to drive a Taxi, Shuttle and Limousine?

Answer #7: Yes. Requiring drivers to have an endorsement drivers' license is legal under both the Licensing and General Welfare Clauses. In fact, currently, under

the Park City Municipal Code 4-15-2 (E), all drivers of for-hire vehicles (which includes by definition shuttles, taxis and limousines (4-15-1(C)) shall have “Z” or “P” endorsement licenses. “P” endorsements apply to vehicles carrying more than 15 passengers.

Question Presented #8: Is it legal to cap taxi rates and require them to be posted in vehicles and advertised on PCMC letterhead with a complaint line to the City?

Answer #8: Probably. Under the Licensing and General Welfare Clauses, capping for-hire rates enables consistency in fares, prevents gauging and would benefit the public. However, in other States, capping taxi rates has drawn lawsuits under anti-trust laws. Capping rates should not be instituted without further research and a study to determine what the effect such regulation would have on the taxi industry and customer service.

Question Presented #9: Is it legal for the City to have an organized complaint system?

Answer #9: Yes. It would be within the City’s powers to have an organized complaint system.

Question Presented #10: Is it legal to create a transportation committee to review complaints?

Answer #10: Probably. If such a transportation committee was established in order to review the type of complaints and frequency of complaints with the goal of bettering the service of for-hire vehicles it would be allowable. However, such a committee could not be delegated any police power nor granted any special enforcement powers.

Question Presented #11: Is it legal for the City to deny or pull a company's business license because of complaints?

Answer #11: It depends. Park City has the authority to deny, revoke or refuse to renew licenses because of ordinance violations or to protect the public health, safety or the general welfare. The City may control licenses only within its legal authority and in a manner that is not arbitrary or capricious. However, Park City may not revoke cab licenses upon complaints alone, the complaints would have to be substantiated and be found to be a violation of an ordinance or a risk to the general welfare.

Question Presented #12: Is it legal to restrict the number of Transportation Companies by requiring drivers pass a competency test of the Park City area?

Answer #12: Yes. Under the Licensing and General Welfare Clause, a competency test of the Park City area could be required for drivers of taxis. Of course resources would have to be allocated to create and administer the test. Additionally, the test criteria would have to be reasonably related to the city's police power.

Question Presented #13: Is it legal to restrict the number of Transportation Companies by requiring a criminal background check on all drivers?

Answer #13: Yes. Under the general welfare clause, it is permissible to require a criminal background check on all drivers.

Question Presented #14: Is it legal to restrict the number of Transportation Companies by requiring a city issued driver's badge?

Answer #14: Yes. Under the licensing clause, the City could require drivers to have a city issued driver's badge.

Question Presented #15: Is it legal to restrict the number of Transportation Companies by setting a deadline for registration of new licenses?

Answer #15: Maybe. Assuming the question is asking if a deadline can be put in place so that after a certain date there can be no new applicants for taxi licenses and therefore would limit the total number of licenses allowed. Such a regulation would require a study to examine how limited the number of licenses would impact taxi service in Park City, especially during peak times.

Question Presented #17 (sic): Is it legal to have a discounted vehicle license rate for existing licensed companies during Sundance?

Answer #17 (sic): Probably not. The regulation needs to be rationally related to public safety and welfare or the cost of regulation. Licensing fees can be related to the amount of use. However, if a discounted licensing rate was allowed for a short term license, it would have to be offered equally to all applicants and not just existing companies who are licensed.

CONCLUSION

The questions presented fall into three main areas: regulation of drivers, regulation of for-hire companies, and regulation of the taxi industry. Park City can regulate drivers and for-hire companies so long as the regulations rationally relate to protecting the safety and welfare or convenience of the inhabitants of the City. Regulations may not be arbitrary or capricious.

Regulation of the taxi industry may be permissible legally but would require an entirely new regulatory scheme for the industry. If regulation of the industry is

contemplated, it can not be done piecemeal. Regulating the number of licenses, for example, would have industry-wide implications. Any ordinances which would in effect implement a taxi firm system, a franchise system or even a limited number of cabs need to be examined based on the effect on the entire system. Such schemes would require an overhaul of the system. Resources would have to be allocated to conduct a study to show a need for a new industry scheme and the scope of the change. Implementation of the new scheme would also require resources for enforcement. An examination of the need to change the entire industry seems premature where there are few consumer complaints and good existing service.

In conclusion, although Park City may have legal authority to further regulate the taxi industry, the City Council would have to carefully consider the cost and resources of additional studies needed to justify a comprehensive regulation of the industry. Currently, little to no customer complaints has been made to the City about existing service. Additionally, as a policy matter, the Council has generally allowed more competition from businesses during festivals or special events, not less.

City Council Staff Report



Author: Brian Andersen
Subject: NEW CHINA BRIDGE
REGULATIONS AND
SPECIAL EVENT PARKING
Date: November 10, 2005
Type of Item: Discussion/Direction

PUBLIC WORKS

Summary Recommendations:

Proceed with a management program of 4-hour time limits with an employee permit program in the expanded portion of the China Bridge garage.

Implement an event parking management program during the Sundance Film Festival to include a permit program and increased meter rates as shown in the Analysis section of this report.

Description:

Topic:

New China Bridge and special event parking regulations

Background:

There is a long history of parking limits and pay parking for Main Street (please see Attachment A). A summary of major Council actions for the Main Street parking regulation program are as follows:

- 1993 enhanced signage effort with 2-hour limits on Main Street;
- 1998 initiation of the metered parking program with seasonal approach;
- 2000 program modification allow for year-round metering on Main Street and seasonal metered Swede Alley;
- 2003 program change for consistency to the current year-round program of metered Main Street and 4-hour time limits in Swede Alley.

Since the 2003 program modification, the number of complaints from locals and visitors regarding the program declined significantly. Staff believes that consistency in the program has a direct correlation with program acceptance.

The Sundance Film Festival attracts many visitors to Main Street and creates traffic impacts beyond the City's normal handling capacity. Parking demand is also at its peak during this event and adds to the traffic circulation issues. The opening of the China Bridge expansion, expected late December, will add 277 parking spaces to the Main Street core, bringing the total number of City-managed parking spaces to

approximately 1300. The City Council did not identify any time limits or parking program expectations during approval of the expansion.

Analysis:

Staff is addressing the following components of the parking management program in this report:

1. day-to-day regulation of the expanded China Bridge garage during times outside of large events.
2. Main Street area parking regulation during Sundance where traffic and parking impacts are sufficient to regulate parking according to demand.

China Bridge parking management during non-event times

For the 2005-2006 winter season, Staff recommends continuing the 4-hour time limit and the employee permit program in the new China Bridge parking structure, which is an extension of the current program. Staff carefully weighed the following criteria in reaching this determination:

- 1) **A customer first approach** – The parking management program centers around providing parking for the visitor to Main Street. All time limits and metered parking exist to provide turnover, which benefits the customer. Paid parking, time limits and permit programs move a significant portion of employees to lots located on Marsac Avenue.
- 2) **Accommodation of a wide variety of user groups** – Other users who access Main Street include delivery companies, business owners, employees, and residents. Longer term employee parking is accommodated in the less utilized and more distant lots including China Bridge.
- 3) **Consistency** – Staff has learned from past experience that program consistency (not on again off again) creates less confusion for users and results in fewer parking system complaints. The program has stabilized and Public Works Staff receives relatively few complaints since the implementation of the current year-round program. This was a key factor in determining Staff's preferred alternative.
- 4) **Break-even program** – The Transit Fund is dependent upon a financially self-sufficient parking program. This goal has been a Council goal since the beginning of the program, largely to provide sufficient revenue to pay for the enforcement services required to maximize parking resources. The current parking program achieves financial break-even goal (i.e., revenues = expenses).

Regulatory option review – A review of regulatory options was conducted by representatives from Special Events, Economic Development & Capital Budgets, and Public Works with development of a Staff-preferred alternative. The Staff preferred alternative is Option 5A in the table below, which is a combination of time limits and permits, specifically 4-hour time limits with employee permit program:

Options		Strengths (<i>italics</i>) and Weaknesses (<i>non-italics</i>)	
1. No regulation		No control of use <i>Minimal cost</i>	
2. Timed Parking		<i>Provides more parking (vehicle turnover)</i> No enforcement cost offset Perceived acceptability to shuffle car to beat limit A. 4-Hour Garage <i>Minimal education</i> <i>Retains CB permit and revenue (moves many to less customer friendly lots)</i> <i>Serves all Main Street businesses</i> <i>Accommodates visitors/shoppers</i> More spaces increases enforcement cost Length of limit encourage some car shuffling B. 24-Hour (All Day) Garage <i>Requires less enforcement</i> <i>Minimal education</i> Long-term parkers displace customers No incentive to park in remote lots	
Option 3: Permit Parking		<i>Promotes use of Zone 3 free option</i> <i>Can be integrated easily with other options</i>	
Option 4: Payment Regulation		<i>Provides more parking (vehicle turnover)</i> <i>Revenues offset enforcement cost</i> <i>Little community support</i>	
Option 5: Combination		<i>Accommodates a wide range of users groups</i> A. Time Limits and Permits Expectation of spaces availability <i>Provides more parking</i> <i>Minimal education</i> <i>Retains CB permit/revenue</i> <i>Serves all Main Street businesses</i> B. Payment and Permits <i>Provides more parking</i> <i>Revenue offset</i> Little community support Expected space availability Equipment required	Control Methods 4-hour Time Limit / Employee Permit (This is Staff's recommendation.) Paid garage with permit holder access options: 1. Ticket in and cashier at exit 2. Ticket in and pay-on-foot kiosk 3. Credit card in; credit card out 4. Booth attendants

Discussion with the Ken Davis, acting president of the HMBA, indicates an interest in exploring with the HMBA membership the following:

1. opening the China Bridge to employees with an all-day time limit and no permit requirement while preserving shorter-term customer spaces
2. metering the surface lots outside of Swede Alley, specifically the Flag Pole and Historic Wall lots and the 90-degree angle spaces on Swede Alley below 5th Street.

Staff is hesitant to make these changes without specific data for utilization, duration, and turnover with the new structure in place. This effort would require data collection during the upcoming winter season to determine what if any changes are warranted. Staff believes any change to the current program is likely to cause confusion and rekindle complaints. Staff plans to collect the needed data over the upcoming winter season, continue to work with the HMBA president, and return in November 2006 with an update.

Main Street area parking regulation during Sundance

A group comprised of representatives from Public Works, Special Events, and Economic Development departments studied the potential for using parking fees as a traffic mitigation tool during the Sundance event. Revenues generated from the special event fees would be used to offset traffic mitigation and transportation cost incurred by the City.

Sundance staff has also indicated continued interest from patrons and sponsors for access to guaranteed parking spaces in the Main Street core. An event parking management program would assist in limiting the number of circulating vehicles and encourage use of alternative modes of transportation. The specific tools for this program are:

1. event permit fees for guaranteed parking in the reconfigured garage;
2. blackout of China Bridge employee permits for the 10-day event with option to upgrade;
3. increasing metered rates on Main Street;
4. marketing (public service announcements, direct mail, Public Works front desk information during permit sales, electronic sign messages, links through Sundance website, Sundance literature)

Permit Fees – Staff believes the preferred approach to facilitate event parking for Sundance would be an event permit program with access control by parking attendants. An event permit would allow access to guaranteed space in a specific area of the China Bridge garage. Pre-selling of these permits could be accommodated in an incremental approach based on easy-to-contain areas of the garage. The old China Bridge lends itself well to this incremental approach based on permit sales. Public Works would

administer the sale of the event permits, but Sundance has expressed interest in publishing information on the permit program where possible.

Staff could sell permits for the entire garage, or up to 650 spaces. The cost options and easily administered increments are listed in the following table (Staff is recommending a \$300 permit or \$30 per day for a guaranteed place to park):

Special Event (Sundance) Permit Sales Plan and Price Options			
Incremental Area	Spaces	Permit Price Options	Potential Revenue (Net of Expenses)
1. Old China Bridge Levels 1-3	250	\$250	\$40,500
		\$300	\$53,000
		\$350	\$65,500
2. Old China Bridge Levels 1-3 plus New CB Level 1	300	\$250	\$51,000
		\$300	\$66,000
		\$350	\$81,000
3. Entire China Bridge	650	\$250	\$132,300
		\$300	\$164,800
		\$350	\$197,300

Staff is not certain of the demand for guaranteed Sundance parking and will be monitoring pre-sale demand as it moves through the first two incremental levels before pre-selling the entire structure.

China Bridge employee permit upgrade – The 10-day duration of Sundance would be a blackout period of the current annual \$75 China Bridge permit. This permit only allows the 4-hour time limit to be exceeded and does not guarantee a space. Employees and merchants who purchase the \$75 permit would be eligible to upgrade to include the ten days of the Sundance film festival and would have \$75 credited toward the purchase price of the Sundance event permit. Ken Davis, acting HMBA president, has voiced a need for merchant vehicle access during Sundance to conduct business, and Staff believes this permit option would allow this to occur.

Flexing of Metered Rates – Also included in Staff's plan is the incremental increasing of Main Street and Brew Pub Lot metered rates. At the current rate of \$1.00 per hour the rate would allow parking in the most preferred spaces at less than the cost to purchase a permit. Staff discussed the following option for this approach:

Special Event (Sundance) Meter Rates and Revenue: Main Street and Brew Pub Lot					
Rates	First Hour	Second Hour	Third Hour	Three-Hour Total	Revenue (Net Expenses) of
Current Program	\$1.00	\$1.00	\$1.00	\$3.00	Approximately \$16,000
Event Rate	\$1.00	\$5.00	\$10.00	\$16.00	Estimated at \$60,000

Any change to permit fees and fines would require an amendment to the fee resolution.

Informational Item – Wayfinding Signage

Staff recognizes the importance of assisting visitors who are unfamiliar with the town's layout to parking areas. The effort includes wayfinding to assist motorists in finding parking lots/garages, garage exits, and their parked vehicles, the main effort of which will be in the context of new China Bridge garage.

Staff intends to monitor the programs over the course of the next year, work with the HMBA president to develop any recommended program improvements, and provide Council with an update in November 2006.

Department Review:

This document was reviewed by Public Works; Budget, Debt and Grants; Economic Development and Capital Projects; Special Events; Legal; and Public Safety Staff.

Alternatives:

A. Council authorize Staff to 1) proceed with a management program of 4-hour time limits with an employee permit program in the expanded portion of the China Bridge garage, which is an extension of the existing program to the expanded China Bridge garage and; 2) implement an event parking management program during Sundance to include a permit program and increased meter rates. This is Staff's recommendation. No formal action is required, only concurrence with staff's direction.

B. Council denies the request to authorize Staff to proceed with a management program for the expanded portion of China Bridge and denies Staff's request to implement an event parking management program during the Sundance festival.

C. Council could choose to amend the request.

D. Council could choose to continue the item. Staff does not recommend this alternative since the sale of parking permits to the public is schedule for early December. Postponing a decision will impact the sale of those permits along with the potential sale of permits during the Sundance festival.

Significant Impacts:

It is known that wholesale changes to the parking management program create discontent within user groups. To the extent possible, program continuity is recommended until circulation and usage patterns can be established for the added parking. During the Sundance event, Main Street merchants could elect the option of a guaranteed parking space if they purchase an event parking permit. City buses may carry some additional employees to and from event parking at Deer Valley. The current budget includes \$50,000 in parking revenues to offset enhanced traffic mitigation during Sundance. Any additional parking revenues could be used to cover the City's financial commitment to Sundance in future years or other events in the Main Street area.

Consequences of not taking the recommend actions:

The garage is scheduled to open at the end of 2005. Staff will be challenged to communicate and implement any program without clear direction from City Council at the November 10th meeting.

Recommendation:

Staff recommends proceeding with a management program of 4-hour time limits with an employee permit program in the expanded portion of the China Bridge garage, which is an extension of the existing program to the expanded China Bridge garage. In addition, Staff recommends implementation of an event parking management program during Sundance to include a permit program and increased meter rates.

Attachment A

Parking Decision Timeline

1993 to Present

Fall 1993 - Spring 1995	<i>Enforcement of time limits on Main Street by Police Department officers</i>
Winter 1995-1996	<i>Contracted valet service for Swede Alley and North Marsac Lots</i>
Summer 1996	<i>Wilbur Smith Report completed outline for parking management plan</i>
November 1996	<i>Public hearing regarding Wilbur Smith Report recommendations</i>
Winter 1996 - 1997	<i>Contracted enforcement of time limits and valet service</i>
April 1997	<i>HMSA conducts parking survey</i>
July 1997	<i>Council directs staff to purchase pay-and-display meters</i>
September 1997	<i>Mayor's Advisory Committee on Parking (MACP) formed; program goals set</i>
October 1997	<i>Yarrow public hearing; MACP options presented; peer cities polled</i>
January 1998	<i>Metered parking begins on Main St. and Swede Alley through April 15</i>
April - June 1998	<i>Free parking with time limits</i>
July - August 1998	<i>Council reviews paid parking and sales tax analysis</i> <i>Metered parking on Main Street and Swede Alley restarts</i>
Fall 1998	<i>Upper Sandridge Lot opens</i>
September - November 1998	<i>Free parking with time limits</i>
Winter 1998 - 1999	<i>Metered parking on Main Street and Swede Alley</i>
January 1999	<i>Council authorizes Staff to produce the parking due courtesy card</i>
February 1999	<i>Council reviews program including removal of meters</i>
April - June 1999	<i>Free parking with time limits</i>
June 1999	<i>Citizens Advisory Committee on Parking (CACP) formed to review program</i>
August 1999	<i>Council reviews CACP recommended goals and five options</i>
July - August 1999	<i>Metered parking on Main Street and Swede Alley</i>
Fall 1999	<i>Lower Sandridge Lot opens</i>
September 1999	<i>Public hearing to review the options; Council adopts 8 month/4 month plan</i>
December 1999	<i>Year-round paid parking Main Street and Brew Pub Lot begins</i>
July 2000	<i>Four-hour time limits begin, Flag Pole and North Marsac Lots closed</i>
September 2000	<i>Council adopts revised delivery regulations</i>
July 2001	<i>Council adopts escalated special event parking fines/ fees (2002 Winter Games)</i>
April 2003	<i>Year-round program begins as adopted by Council to include amendments to fine structure for multiple tickets and amended boot ordinance</i>
July 2003	<i>Council "We Freed Swede" campaign where paid parking is removed from Swede Alley</i>

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 27, 2005**

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Patrick Putt, Planning Director; Lloyd Evans, Chief of Police; Kent Cashel, Deputy Public Works Director; Colin Hilton, Economic Development Director; Stacey Noonan, Ice Arena Manager

Bob Richer, Summit County Commission Chair; Kevin Callahan, Summit County Public Works Director

1. Council questions/comments. Candace Erickson relayed that she visited Durango's downtown area, and spoke with merchants who indicated there is no interest in allowing public displays of merchandise on sidewalks. Jim Hier reported that the Chamber's Board of Directors unanimously ratified the Sundance Film Festival agreement. He added that the HMBA expressed concerns about the proposal of naming a street in the Redstone commercial area "New Main Street". Merchants felt that it would unfairly capitalize on Park City's Main Street and would foster confusion. Mr. Hier felt it is time that the City formally expresses its concerns to the Summit County Commission. The Interagency Group met during the week where Gary Hill presented information on proposed sales tax legislation. The City shares a different position from the ULCT and he requested work session time on this issue. Mr. Hier continued that the IHC task force will forward a recommendation to Council on the proposed Community Transitional Zone for Quinns Junction. A joint meeting with the Snyderville Basin and Park City Planning Commissions is scheduled on November 10.

Joe Kernan thanked staff for their involvement on the tax legislation issue and working with the Prospector Property Owners Association on formulating a plan for clearing snow from sidewalks. Council members supported Joe Kernan's assignment as the liaison to Mountain Mediation and appointing Jerry Gibbs to the Summit County Solid Waste Committee. Kay Calvert indicated that she visited a dog park in Ashland, Oregon which was relatively simple but very successful; she felt that the facility can be built for very little money. Mayor Williams reported on a meeting held with the Wasatch County Commission on Brighton Estates where there was discussion on entering into a memorandum of understanding. He invited members to a work shop and luncheon on November 2 for a delegation from Beijing.

Patrick Putt reported that the Planning Commission reviewed a proposal for a hotel project in the north Silver Lake area, which involves moving significant density from Snow Park to the site. At the conclusion of the meeting, the Commission requested a joint session with the Council to discuss the concept as it affects the General Plan. The

Council supported adding the General Plan to the November 17 work session discussion.

2. Quarterly goals. Marianne Cone requested that the Prospect Street project be added to No. 1 under Goal 2. There was discussion on updating members on the impacts of allowing sandwich boards on plazas as a trial last winter. She asked that No. 3(4) under Goal 5, be expanded to include Summit County's participation in the Trails Master Plan, specifically sidewalks. Candace Erickson commented on her concerns about the proliferation of for-sale vehicles displayed at the Farm Trail parking lot. Chief Lloyd Evans added that the lot is posted no parking 2 a.m. to 6 a.m., prohibiting overnight parking. It was pointed out that increasing the height of the berm to discourage displays is not an option because of the location of the ditch and there was discussion about planting trees or landscaping for screening purposes. Chief Evans pointed out the importance of not creating an attraction for crime. The upper Main Street Park and structures target date was moved to December. There were some minor questions on the traffic calming summary report.

3. Review and comment on Snyderville Basin Transportation/Transit Master Plan. Bob Richer indicated that the total cost of the study was \$200,000 and he extended his appreciation of the City's allocation of \$20,000. The Master Plan is a working document which will assist in procuring state and federal funding. He encouraged Council to read the economic chapter and emphasized it is in the mutual interest of the City and the County to protect our entry statement.

Summit County Public Works Director Kevin Callahan stated that the report represents a collaborative effort. In August, an unprecedented Transportation Summit with the City and County occurred and the document was modified and represents a more balanced regional perspective as opposed to the initial engineering-driven document. The customized product represents the thinking of the consultants and all of the *major players* in the region and is a good starting point for long range goals. Mr. Callahan pointed out the challenges associated with significant fluctuations in seasonal volumes on SR224 and designing adequate roads. He predicted that the average vehicle trips generated by current local traffic will increase 2% to 3% a year and he felt that more residents need to use the transit system.

Mr. Callahan continued to explain that the transportation planning principles include goals intended to balance a variety of concerns. The modified plan identifies transit as important as investing in road projects. The Chamber is actively exploring forming a transportation management association which is the private sector component. Mr. Richer interjected that the capital cost for transit over the next five years is about \$15 million while the road improvements is a little over \$13 million. Kevin Callahan advised that both the City and County have the responsibility to manage transportation for special events to minimize negative impacts. There will be annual transportation reports to assist in evaluating the transportation network. Once the plan is adopted, the widening of SR224 from Kimball Junction to Bear Hollow will appear on UDOT's project list. Constructing another freeway interchange is a Phase 3 project. Traffic projections

are based on the development of vacant property in the Synderville Basin but there is no accounting for the development of Wasatch County. He invited input from Council and advised that a letter of intent will be presented to Council for review and approval. Mountainlands Association of Governments may be of assistance in creating a regional model and there is benefit in including Wasatch County to obtain a clearer idea of future demands.

Kay Calvert commented on the high accident rate on SR224 and UDOT's position that there isn't a problem. Mr. Callahan stated that he has never heard that from the state and it may be that the numbers are within an acceptable technical range. The County has entered into a cooperative corridor agreement with UDOT identifying where signals are planned to be installed. Bob Richer added that over the past several years, UDOT's attitude has changed with regard to the statistics and it has been a good partner in exploring safety measures. Ms. Calvert referred to increased traffic attributable to PRI's development and Mr. Callahan referred to the traffic impact fee. Commissioner Richer clarified that this report reflects what PRI has requested, but its application has not been through a formal approval process. He continued that this summer, median work will begin on SR224 from Silver Springs to White Pine Canyon Road and there will be a recommendation to reduce the speed limit to 45 mph with the narrowing of the road. The design of the median was discussed as well as the tolerance levels of motorists, associated with time delays caused by congestion. Mr. Richer emphasized that project densities have already been approved and will be coming on line rapidly if the market remains lucrative; he referred to the potential build-out of The Canyons and Flagstaff. For the benefit of Marianne Cone, conducting counts of local Park City traffic was explained.

Kent Cashel advised that Council will be asked to review a letter of intent outlining the City's level of commitment with regard to the next steps. Ms. Cone recommended express service from Kimball Junction to the Transit Center and Mr. Callahan believed this will be considered next year. The extended service could cost as much as \$250,000 but ridership has increased substantially.

4. Sports Complex alternative energy options. Colin Hilton explained that in 2003, sustainability became a goal of the City Council. If Council is interested in pursuing alternative energy options at the Sports Complex, he asked what criteria should be considered, i.e., demonstration of sustainable practices, promotion of community awareness, efficiencies, visual impacts, etc. There is currently no budget earmarked for these types of projects, but funding will be explored upon direction from Council.

Jim Hier stated that he does not envision the City becoming an energy producer, but rather a strong advocate for energy conservation and the Wind Power Program, championed by the Mayor, is a good example. He fears the precedent of the City installing wind turbines within the City limits for practical and aesthetic reasons. Marianne Cone felt that the City's role is being a leader and was surprised to learn that energy alternatives are costly with minimal long-term savings. For instance, installing a

\$45,000 solar panel reflects a savings of \$1.60 per day. Colin Hilton agreed that he also anticipated a more beneficial return, but pointed out the low rate for power in the state. In California, for instance, the cost of power to customers is in the \$.15 to \$.20 per kilowatt hour where Utah consumers pay \$.07 to \$.08. If Park City were to proceed with an energy alternative, it would truly be a “*demonstration*”.

Council member Cone recommended promoting passive solar options. Council member Calvert inquired about the availability of grants to offset the cost of the initial investment. Mr. Hilton advised that the state has a grant program and is in the process of prioritizing energy policies, and federal grants are a possibility. Typically, the offset represents about 50% of the initial capital cost which is achievable and staff has not explored grants, pending Council direction. Ms. Calvert stated that the lack of economic incentive is why these energy options are not pursued. The commitment is philosophical and hopefully the technology will continue to improve.

Candace Erickson stated that she is opposed to installing a 35 foot wind turbine on the ridge at the Sports Complex, but can support solar if the City is able to obtain grants. Jim Hier felt that solar panels could be applied throughout town, while the wind towers can not. He pointed out that the new police facility may be a better building to demonstrate solar power than the Sports Complex. If the City proceeds, it should have a stated objective and it is not necessary to tie it to the Ice Arena which may potentially delay construction. Joe Kernan supported supplementing our power sources with 5% to 10% alternative energy. It should be visible to the community; however, a windmill at Quinns Junction is not appropriate. He agreed with Mr. Hier about looking at other facilities. In response to a question from Mr. Kernan, Stacey Noonan advised that power at the ice facility will average \$8,500 per month. She acknowledged the importance of spending taxpayer dollars prudently, and using alternative sources of energy is more of a philosophical statement. She personally felt that using renewable energy sources at some level is the responsible thing to do, but until it is mandatory, it won't grow. Park City has an opportunity to be a leader by going this direction.

Colin Hilton explained that he learned that most applications identify a percentage of the total cost of a project to allocate toward renewable energy. He explained that solar applications have been improved so they can be incorporated into the membrane of the roof and are not visible. However, if applications are not visible, he asked if the demonstration effort is compromised. He again encouraged identifying a goal so direction is clear. Kay Calvert stated that she supports continuing to explore wind power because it is much more efficient than solar, but Mr. Hilton clarified that they are equal. Mayor Williams acknowledged that the placement of towers is critical and a manufacturer has offered a wind turbine for \$2,500 and it is likely the City could be awarded a grant. He felt it important to send a message to citizens about protecting the environment and efficiency is not his priority. The initial idea for wind at Quinns derived from conversations about the feasibility of charging the Zamboni with wind power. He didn't feel that the turbine would be visually intrusive but understands everyone's position. However, there is an opportunity to try this on a trial basis. Ms. Cone encouraged a broader sustainable goal discussion and supported exploring solar at the

new police facility where the application makes more sense. Jim Hier agreed and added that even if the wind turbine was screened behind the building, it is not an effective statement because it is not an option for others and he favors promoting solar. Mayor Williams believed that technology will improve with utilization. There was discussion about the necessity to amend the Land Management Code to allow a wind turbine in Round Valley.

Colin Hilton believed Council direction to be that staff explores alternative energy options for Quinns, but only after review of potential grant monies to offset up to 50%. The Mayor and Joe Kernan supported looking at both wind and solar and Jim Hier and Marianne Cone indicated their preference of only solar. The City Manager requested clarification on Ms. Erickson's position. She explained that she is willing to consider wind power if the turbine can be screened by the building, and/or it is the same height as the structure. Jim Hier asked if the objective is to install a windmill or conserve power. Ms. Erickson stated that her goal is conservation and other members expressed mixed opinions. Mr. Hier felt it is better to conserve power with solar. Tom Bakaly understood direction to be to consider solar alternatives and wind power balancing visual impacts and energy generation. Jim Hier suggested that Council establish a budget for demonstration of alternative energy concepts in the upcoming budget. Council concurred.

5. Meeting questions/comments. There was no discussion; see regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 27, 2005**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 27, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; David Maloney, Planner; and Alison Butz, Special Events and Facilities Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan disclosed that both Park City Municipal Corporation and The Sundance Institute are recycling customers.

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

Ken Davis, HMBA, stated that a street at Kimball Junction has been named "New Main" and Park City merchants are concerned that this may cause some confusion. There are potential economic as well as an emergency response problems and he pointed out that often lower Main Street is referred to as "New Main Street".

Jim Hier responded that he mentioned this during work session. The name has not been formally approved by the Summit County Commission. There will be a public hearing on naming the street and an opportunity to relay our concerns.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF OCTOBER 6 AND OCTOBER 13, 2005

Kay Calvert, "I move to approve the work session notes and minutes of the meetings on October 6 and October 13". Jim Hier seconded. Motion carried unanimously.

V CONSENT AGENDA PUBLIC HEARING

1. Continuation of hearing on Ordinance amending the Municipal Code, Title 12, Sign Code (motion to continue to November 3, 2005) – The Mayor requested a motion to continue. Jim Hier, "I so move". Candace Erickson seconded. Motion unanimously carried.

2. Ordinance approving a modification to the Land Management Code, Section 15-2.11-3(l)(1)(b) regarding zoning language for Thaynes Canyon Subdivision I - minimum side yards – Brooks Robinson explained that this section addresses minimum side yard exceptions in the single family zoning provisions of the LMC. The five foot side yard

setback was designated originally because of the original RD zoning and exceptions carried over when the SF zoning was created. The CC&Rs require a ten foot side yard setback and the HOA has requested the amendment. The Planning Commission forwards a positive recommendation to adopt the ordinance as written. The Mayor asked if there was public input. He indicated that Chase Peterson, representing the HOA, advocated the amendment. Mayor Williams opened the public hearing.

James Kinney, President of the Thaynes Canyon Subdivision I HOA, explained that the amendment will eliminate confusion over the years and he urged approval.

Jim Hier reiterated that the five foot setback was an exception and this action brings the subdivision into compliance with all other single family zones.

3. Ordinance approving a record of survey plat amendment for Little Belle Condominiums, located at 7155 Little Belle Court, Park City, Utah – David Maloney explained that the application is to transfer the rear decks of the condominium units from limited common area to private area, potentially allowing owners to enclose decks in the future. This proposed action does not reduce the project's required open space and the applicant has submitted evidence of the owners' majority vote to approve the amendment to the limited common area. The Mayor opened the public hearing, and hearing no input, closed the hearing.

VI CONSENT AGENDA

Candace Erickson, "I move approval of Consent Agenda Items 1 and 2". Marianne Cone seconded. Motion unanimously carried.

1. Ordinance approving a modification to the Land Management Code, Section 15-, 2.11-3(l)(1)(b) regarding zoning language for Thaynes Canyon Subdivision I - minimum side yards – See staff report and public hearing.

2. Ordinance approving a record of survey plat amendment for Little Belle Condominiums, located at 7155 Little Belle Court, Park City, Utah – See staff report and public hearing.

VII NEW BUSINESS

Master Festival License and City Services Agreement between Park City Municipal Corporation and The Sundance Institute – Alison Butz stated that The Sundance Film Festival has called Park City home for some 20 years and in 2001 the City executed an agreement with The Sundance Institute to hold the Festival in Park City for eight years. Both parties realized the benefits in extending the contract for a longer period of time. Sundance has been negotiating with Paladin Developers to relocate its corporate headquarters from Salt Lake City to the Silver Star Development. The City has been actively gathering economic information and began to involve other community interests, like the Lodging Association, Restaurant Association, Chamber,

etc. for input. She explained that currently The Sundance Institute receives ZAP Tax monies through Salt Lake County and as discussions continued, deal points were identified. Ms. Butz stated that this agreement is similar to the 2001 agreement with the exception of a few items. First, the agreement is an eleven year contract beginning in 2007 through 2018 and there is a ten year renewal option to 2028. There are concerns when the Festival falls during the Martin Luther King Holiday and the agreement allows for discussions every three years to possibly move the date and Sundance is willing to hold community meetings as soon as December to discuss scheduling. Park City will secure 70% of the official Sundance venues within the City and Snyderville Basin and Park City will be known as the official venue of the Festival. At every opportunity, The Sundance Institute will name Park City in its marketing materials with regard to the Festival and its headquarters.

Consultant Hugh Daniels explained that the Institute currently receives a significant amount of money through ZAP Tax funding from Salt Lake County which may not be lost, depending upon the interpretation of state statute language and Salt Lake County's ordinance. However, there is ability to find additional funding from Salt Lake City or Salt Lake County and Sundance has committed to pursue those funds. This agreement provides that the City contributes an additional \$220,000 annually toward Sundance's on-going operations and the Summit County Chamber of Commerce and Visitors Bureau increases its current \$50,000 contribution to \$160,000. Sundance will also commit \$150,000 toward the move to Park City. Available grant monies will first be allocated to Sundance's \$150,000 and every dollar beyond that amount decreases the contributions from the City and the Chamber Bureau. Mr. Daniels explained that Council will be presented with a funding option during the upcoming budget review to evaluate a festival facility fee as a part of business licensing. It will be designed on a scale for businesses that benefit most from festivals and there is support from the majority of the business community. Alison Butz stated that the Chamber unanimously approved the agreement this week. The Mayor opened the public hearing.

John Rogers, President of Park City Area Lodging Association, expressed his appreciation of work of the City, Sundance and Chamber. In his experience he has never seen parties come together so quickly on such an important issue. He also serves on the Executive Committee of the Chamber and added that the Association supports the festival fee proposal.

Monty Coates, Park City Chamber Bureau, acknowledged the unanimous vote of the Board to support the additional funding commitment.

Eileen Dunn, Park City Restaurant Association, agreed with the comments of the prior speakers. The Association is in full support and looks forward to a long relationship with Sundance.

Mike Sweeney, HMBA, relayed the support of the group and personally thanked Jill Miller of The Sundance Institute for her work in the community and Rory Murphy of Paladin who made Sundance's relocation possible.

Meredith Plavit, resident, stated that she moved to Park City as a little girl in 1976, worked for Sundance for eleven years, and is now a filmmaker and producer, hoping to participate in the Festival. She felt this is a great opportunity for the community.

With no further comments, Mayor Williams closed the public hearing.

Kay Calvert, "I move to approve the Master Festival License and City Services Agreement between the City and The Sundance Institute". Marianne Cone seconded. Motion unanimously carried.

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:15 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Jim Hier, "I move to close the meeting to discuss property and personnel". Candace Erickson seconded. Motion carried unanimously.

The meeting opened at approximately 4 p.m.

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

Prepared by Janet M. Scott

City Council Staff Report



Author: Eric DeHaan, City Engineer
Subject: Ordinance Approving an April Mountain
Subdivision Maintenance Agreement and
Accepting the Public Improvements in
April Mountain Subdivision

CITY ENGINEER

Date: November 10, 2005
Type of Item: Administrative

Summary Recommendations:

Description:

The City Council should authorize the Mayor to execute the Maintenance Agreement Regarding Detention Basin and approve the Ordinance accepting the public improvements at April Mountain subdivision.

Topic:

April Mountain Subdivision straddles Mellow Mountain Road north of Sunnyside Subdivision and south of the Aerie and Hearthstone Subdivisions. Two public streets, Seasons Drive and April Mountain Drive, provide access to 31 lots as well as to the April Mountain Condominiums. The entire development is sometimes referred to as The Seasons at April Mountain. The condominiums and several houses are complete, with other homes under construction. This proposed action by the City Council transfers maintenance of the on-site storm runoff detention basin to the homeowners association (HOA) and the ordinance transfers maintenance of the public streets, water system, storm drain culverts, and other public improvements to Park City. Guided tours of the improvements in question are available by contacting the City Engineer at dehaan@parkcity.org or by calling 615-5075.

Background:

On June 12, 2002, the Planning Commission approved a Master Planned Development for the 31 single-family lots and 39 condos known as the April Mountain MPD. This MPD was a modification to a previous MPD known as the Surprise project (the name "Surprise" comes from a local mining claim) previously approved in the 1980s. The City Council approved the subdivision plat for April Mountain on August 8, 2002 and the condominium plat for the April Mountain Condos on October 31, 2002. The approval process was complicated by the need to provide reasonable access to adjacent developable property, namely the Hope and Emily mining claims and the Gambel Oak properties owned by the people of the United States of America and managed by the Bureau of Land Management, but subject to certain unpatented mining claims. The City Council subsequently purchased the Hope parcel from the Kearns-Tribune interests,

helping to resolve some of the contentious access issues. Since that time, construction of the utilities and roads has occurred, and over 50% of the housing units are now complete. Each subdivision in Park City results in an irrevocable offer of dedication of any public improvements to the City, which is followed (upon proper completion of the public improvements) with an ordinance accepting those public improvements, thus providing an orderly transfer of maintenance and allowing the City to account for the donation of fixed assets.

Analysis:

Acceptance of the public improvements at April Mountain will cause the City to plow snow and otherwise maintain the public streets. The water system, four street lights, and the storm drain system will also be accepted for City maintenance. The storm runoff detention basin, which helps prevent flooding from April Mountain into various downhill areas, was not built or landscaped per the approved plan, and the City staff refused to recommend to the Council that it be included in the ordinance accepting the public improvements. The staff worked with Bruce Shapiro, the developers' attorney, to craft the attached maintenance agreement so the HOA will provide maintenance as they see fit and allowing the ordinance to move forward. The detention basin lies within the common area of the condominiums and also within the view-shed of several condo units, thus making its landscape maintenance of far greater interest to the April Mountain HOA than to the City in general. The maintenance agreement insures that the HOA will maintain the detention basin to a reasonable standard.

Department Review:

This report has been reviewed by the Department of Public Works, the City Managers Office, the Finance Department, and the office of Budget, Debt, and Grants. No significant concerns were identified. The form of the ordinance and the agreement were reviewed by the City Attorney's office.

Alternatives:

Approve the Request:

By approving the agreement and the ordinance, the Council will provide an orderly transfer of the public improvements to the City and clearly indicate to the HOA their maintenance responsibility regarding the detention basin.

Deny the Request:

If the City Council were to deny the ordinance and the agreement, responsibility for maintenance of the improvements would be clouded. The developer would probably argue that the City would be in breach of the development agreement.

Continue the Item:

If the City Council desires more information regarding the ordinance or the maintenance agreement the item could be continued to a future meeting.

Significant Impacts:

By approving the ordinance the City Council will be expanding the maintenance responsibilities of our Public Works Department. The added cost of the maintenance is offset in part by the property taxes generated by the real estate at April Mountain. The acceptance also removes any interest by the developer in any settlement reached by the City and/or ordered by the Congress of the United States with regard to Gambel Oak Park access other than that interest discussed in the development agreement.

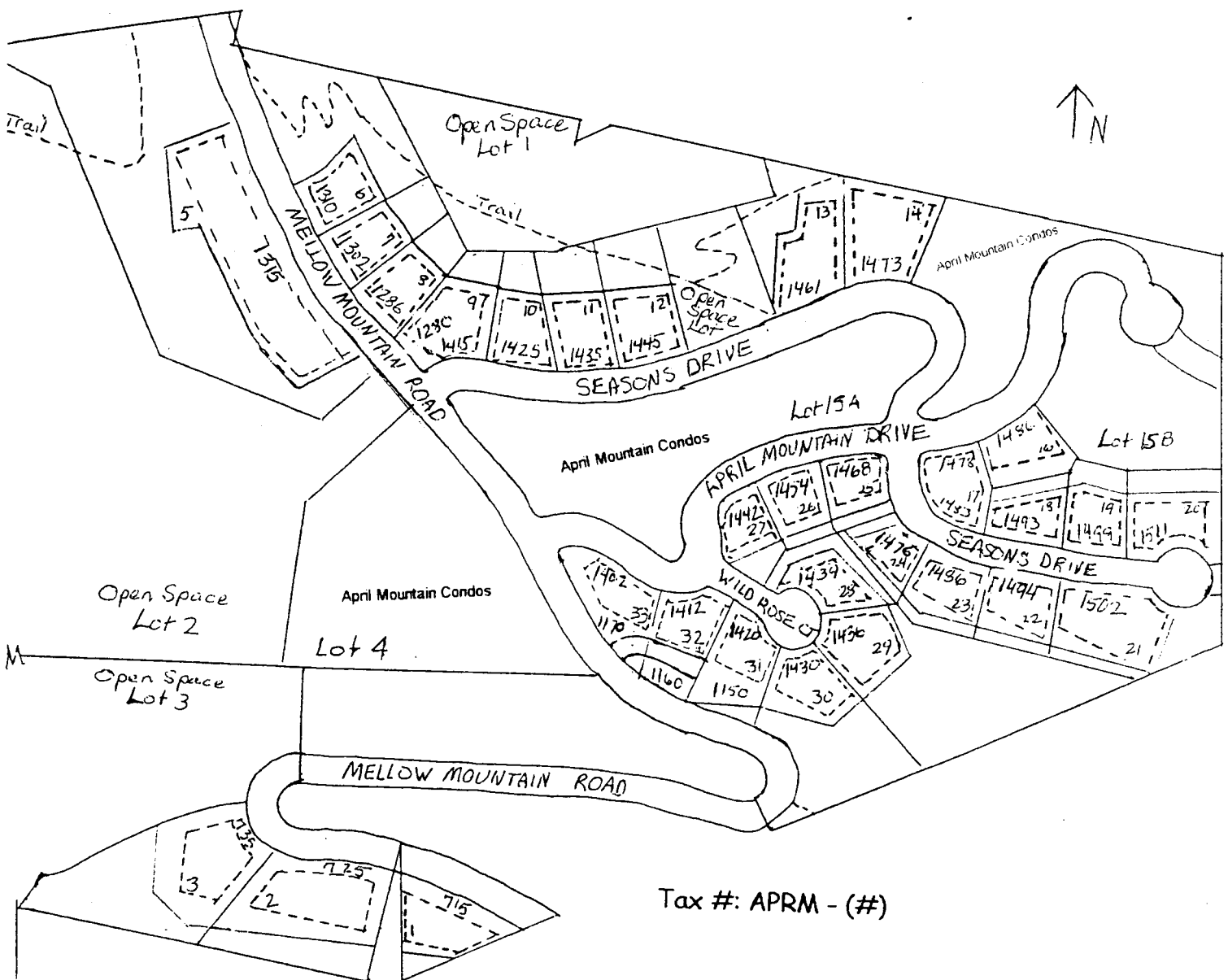
Consequences of not taking the recommended action:

Not approving the maintenance agreement or the ordinance accepting the public improvements would cause confusion as to maintenance responsibilities.

Recommendation:

The City Council should authorize the Mayor to execute the Maintenance Agreement Regarding Detention Basin and should approve the ordinance accepting the public improvements at April Mountain Subdivision.

APRIL MOUNTAIN



MAINTENANCE AGREEMENT REGARDING DETENTION BASIN

This Maintenance Agreement Regarding Detention Basin (the "Agreement") is made this ____ day of October, 2005 by and between the April Mountain Condominium Association, a Utah non-profit corporation ("COA"), the April Mountain Owners Association, a Utah non-profit corporation ("HOA") (the COA and HOA shall collectively be referred to as "April Mountain"), and the Park City Municipal Corporation ("Park City").

RECITALS:

- A. April Mountain is the owner and/or responsible for the maintenance of certain public improvements in the development known as the Seasons at April Mountain (the "Development"), including but not limited to streets and sidewalks (the "Public Improvements").
- B. April Mountain is the owner and/or responsible for the maintenance of that certain storm drainage system located within the Development (the "Storm Drainage System"), including a detention basin located in the south west portion of the Development (the "Detention Basin").
- C. There are two landscape and/or area drain pipes that flow into the Detention Basis, which are each equipped with backflow preventers to impede the flow of storm water from the Detention Basis into the Development (the "Landscape Drains").
- D. April Mountain desires to dedicate the Public Improvements and the Storm Drainage System to Park City and Park City desires to accept the Public Improvements and the Storm Drainage System and the responsibility thereof.
- E. Park City has requested as a condition precedent to the dedication of the Public Improvements and the Storm Drainage System that April Mountain enter into an agreement with Park City regarding the maintenance of the Detention Basin and the Landscape Drains.

NOW, THEREFORE, in consideration of the mutual promises made and consideration paid herein, the receipt and sufficiency is hereby acknowledged, April Mountain and Park City agree as follows:

1. Dedication. April Mountain agrees to dedicate to and Park City agrees to accept all the Public Improvements, together with the Storm Drainage System, shown on that certain plat of the Seasons at April Mountain on file in the recorders office in and for Summit County, Utah.
2. Maintenance. April Mountain agrees to maintain at its own cost the Detention Basin and the Landscape Drains to ensure their functionality and availability of the Detention Basin as part of the Storm Drainage System. Such maintenance shall include but not be limited to the dredging of accumulated silt, removal of litter and branches, replanting of any and all affected plant materials, weed control, maintenance of boulder retaining walls, control of rodents, insects, and all other undesirable fauna, pumping of water if necessary to control high water levels, control of odors, replacement of any and all facilities within the Detention Basin which require replacement in perpetuity, and providing all necessary coordination among the April Mountain homeowners related to the maintenance of the facilities.

3. Indemnification. April Mountain shall indemnify and hold harmless Park City from any claim, demand, loss, liability, damage or expense arising in any way from the maintenance of the Detention Basis and/or the existing connections of drain lines from Park City streets thereto, except for any claim, demand, loss, liability, damage or expense that is caused by Park City's, or its employees', gross negligence.

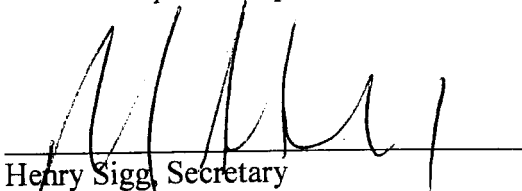
4. Construction. This Agreement shall not be construed against the party preparing it, and shall be construed without regard to the identity of the person who drafted it or the party who caused it to be drafted and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product, and each and every provision of this Agreement shall be construed as though all the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

5. Attorney Fees. In the event any action or proceeding is brought by any party, against any other party, to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney fees, whether such sums are expended with or without suit, at trial or on appeal.

IN WITNESS WHEREFORE, each of the undersigned has executed this Agreement on the day and year first above written.

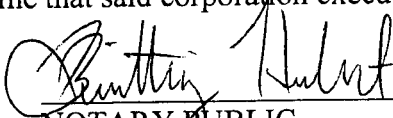
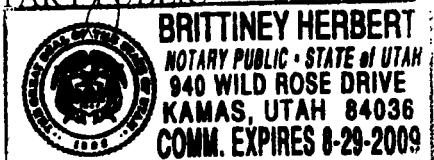
APRIL MOUNTAIN:

April Mountain Condominium Association,
a Utah non-profit corporation

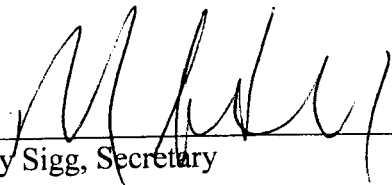

Henry Sigg, Secretary

STATE OF UTAH)
 :ss
COUNTY OF SUMMIT)

On this 11th day of October, 2005, personally appeared before me Henry Sigg, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is the Secretary of the April Mountain Condominium Association, and that said Maintenance Agreement Regarding Detention Basin was signed by him on behalf of said Association by authority of its bylaws (or of a Resolution of its Board of Trustees), and said Henry Sigg acknowledged to me that said corporation executed the same.

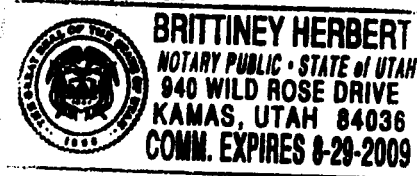

NOTARY PUBLIC


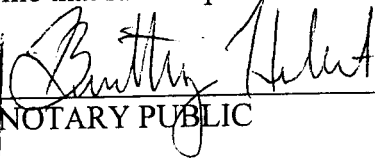
April Mountain Owners Association,
a Utah non-profit corporation


Henry Sigg, Secretary

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

On this 11th day of October, 2005, personally appeared before me Henry Sigg, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is the Secretary of the April Mountain Owners Association, and that said Maintenance Agreement Regarding Detention Basin was signed by him on behalf of said Association by authority of its bylaws (or of a Resolution of its Board of Trustees), and said Henry Sigg acknowledged to me that said corporation executed the same.




NOTARY PUBLIC

PARK CITY:

Park City Municipal Corporation

Dana Williams, Mayor

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this ____ day of October, 2005, personally appeared before me Dana Williams, who is the Mayor of Park City Municipal Corporation and said Dana Williams did acknowledge to me that the foregoing Maintenance Agreement Regarding Detention Basin was executed on behalf of Park City Municipal Corporation and duly authorized by the City Council of Park City.

NOTARY PUBLIC

When recorded return to:
PCMC
Attn: City Recorder
P.O. Box 1480
Park City, Utah 84060

ORDINANCE NO. 05-_____

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS AT APRIL MOUNTAIN SUBDIVISION

WHEREAS, April Mountain Subdivision was approved by the City Council on August 8, 2002; and

WHEREAS, construction of the public improvements at April Mountain has been accomplished by the developer, including April Mountain Drive, Seasons Drive, sidewalks, trails, storm drains, and a water distribution system; and

WHEREAS, Park City has adopted LMC Section 15.3.1 (g), which provides for the City Council to accept (by Ordinance) those public improvements which are dedicated and built in accordance with the requirements of Chapter 15 of the Land Management Code; and

WHEREAS, the public improvements within April Mountain Subdivision were installed in accordance with the ordinances and codes in effect at the time of plat recordation and have been duly inspected by the City Engineer.

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

SECTION 1. PUBLIC IMPROVEMENTS The City hereby accepts from the developer all public improvements at April Mountain Subdivision which were intended for City ownership, subject to the developer's warranty of these improvements for one year following the adoption of this ordinance. Stabilization of all disturbed soil areas with revegetation shall have been achieved by the end of the one-year period commencing with adoption of this ordinance. Maintenance of the storm drain detention basin located in the common area of the April Mountain Condominiums shall be the responsibility of the condominium owners association pursuant to the Maintenance Agreement Regarding Detention Basin.

SECTION 2. FINANCIAL GUARANTEE. To guarantee the improvements, Park City shall hold a financial guarantee in the amount of \$100,103.00 for a period of one year.

SECTION 3. SNOWPLOWING Because the number of units in April Mountain exceeds 50% of the total allowable density, the City shall plow snow in the subdivision upon approval of this ordinance.

SECTION 4. EFFECTIVE DATE This ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

ATTEST:

Janet M. Scott, City Recorder

Approved as to Form:

Mark D. Harrington, City Attorney

City Council Staff Report



Planner: Kirsten Whetstone
Subject: 2451 Iron Mountain Dr
Date: November 10, 2005
Type of Item: Administrative; Plat amendment

PLANNING DEPARTMENT

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and approve the plat amendment according to the findings of fact, conclusions of law and conditions of approval outlined in the attached Ordinance.

DESCRIPTION

Project Name: 2451 Iron Mountain Drive plat amendment
Applicant: James and Phoebe Hailey
Location: 2451 Iron Canyon Drive
Zone: Residential Development (RD)

BACKGROUND

The applicant is requesting a plat amendment to reconfigure the platted building pad for Lot 29, Iron Canyon Subdivision. The lot is currently vacant. The owner would like to access the lot from Iron Mountain Drive and locate the garage towards the back of the lot, with the driveway located towards the north lot line. The Iron Canyon architectural committee (there is no organized HOA) is supportive of the building pad reconfiguration, as shown on the plat, changing from a 50' by 80' rectangle to a 105.26' by 38' rectangle. The committee is supportive of the house plans as reviewed, with garage access off of Iron Mountain Drive, with no driveway access or parking areas off of Iron Canyon Court. The pad remains generally in the same location on the lot. No change to required setbacks or size of the pad is requested. On October 26, 2005, the Planning Commission forwarded a positive recommendation to approve the plat amendment.

ANALYSIS

The property is located in the RD- Residential Development zone. The applicant is seeking to modify the location and configuration of the platted building pad in order to preserve a number of mature trees and other significant vegetation on the property. The applicant would like to locate the driveway along the north property line with access off of Iron Mountain Drive to locate the garage towards the back of the lot. This driveway configuration would preserve trees in the middle section of the front yard area along Iron Mountain Drive. Saving the trees will be advantageous in screening the proposed home from adjacent lots. The overall square footage of the building pad is not proposed to change. No other changes are proposed to the subdivision plat. Staff finds that the preservation of existing trees and vegetation warrants this minor change in the building pad configuration.

NOTICE

NOTICE

Notice of this hearing was sent to property owners within 300' on October 12, 2005. Staff has spoken to several neighbors regarding the proposal and answered specific questions. There has been no opposition to the proposed plat amendment expressed at the time of this report. The Iron Canyon Architectural Committee representative, David Wiener, spoke at the Planning Commission meeting and indicated that the Committee is not opposed to the request. Their only concern is that the house plans do get revised to show access to Iron Mountain Drive as opposed to Iron Canyon Court, due to perceived conflicts with trail head parking.

DEPARTMENT REVIEW

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on September 27, 2005, where representatives from local utilities and City Staff were in attendance. No additional issues were identified by the Staff Review team at that time.

ALTERNATIVES

1. The City Council may approve the request, based on the findings of fact, conclusions of law, and conditions of approval as stated in this staff report; or
2. The City Council may deny the request, and direct staff to make findings for this decision; or
3. The City Council may continue the discussion on this plat amendment to a future meeting.

SIGNIFICANT IMPACTS

The most significant impact resulting from this application is the ability of the owner to locate his garage and driveway in a less heavily vegetated portion of the lot and gain access off of Iron Mountain Drive, instead of Iron Canyon Court.

RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing, and approve the requested amendment according to the findings of fact, conclusions of law and conditions of approval outlined in the Ordinance below.

EXHIBITS

Ordinance

Exhibit A – Proposed Plat Amendment

Exhibit B- photos

Ordinance

AN ORDINANCE APPROVING A PLAT AMENDMENT FOR 2451 IRON MOUNTAIN DRIVE, IRON CANYON SUBDIVISION, PARK CITY, UTAH.

WHEREAS, the owners of lot 29 of the Iron Canyon Subdivision, located at 2451 Iron Mountain Drive have petitioned the City Council for approval of plat amendment, and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 26, 2005, to receive input on the proposed plat amendment;

WHEREAS, the Planning Commission, on October 26, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 10, 2005, the City Council held a public hearing and approved the proposed plat amendment; and

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

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

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

Findings of Fact:

1. The property is located in the Residential Density (RD) zone.
2. The RD zone is a residential zone characterized by a mix of contemporary residences and condominiums.
3. The applicant is requesting a modification to configuration of the platted building pad for Lot 29 Iron Canyon Subdivision, addressed as 2451 Iron Mountain Drive.
4. The existing platted building pad is a 50' by 80' (4,000 sf in area) rectangular shaped pad generally located in the center of the lot.
5. The applicant is requesting a modification to the shape and location of the pad to result in a 38' by 105.26' (3999.88 rounded to 4,000 sf) building pad. The distance from the west property line will remain at 32'. The pad will become narrower and longer.

6. There is a stand of trees and existing vegetation located in the center of the lot which would be disturbed by a driveway accessing the current building pad. The applicant proposes to located the driveway off of Iron Mountain Drive, along the north property line (with required setbacks) to a garage located towards the back of the house, thus preserving more of the trees in the area east of the building pad and visible from Iron Mountain Drive.
7. The proposed plat amendment will not result in any further changes to the Iron Canyon Subdivision plat.
8. The property has frontage on both Iron Canyon Court and Iron Mountain Drive.
9. Driveway access for Lot 29 is proposed off of Iron Mountain Drive to minimize any conflicts with parking on Iron Canyon Court.
10. No remnant lots will be created as a result of this plat amendment.
11. On October 25, 2005, the Planning Commission conducted public hearing and voted to forward to the City Council, a positive recommendation to approve the requested plat amendment.
12. No gutters exist on Iron Mountain Drive. Drainage is provided by a parallel swale.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

Conditions of Approval:

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

All other conditions of approval and platted requirements of the Iron Canyon Subdivision will continue to apply.

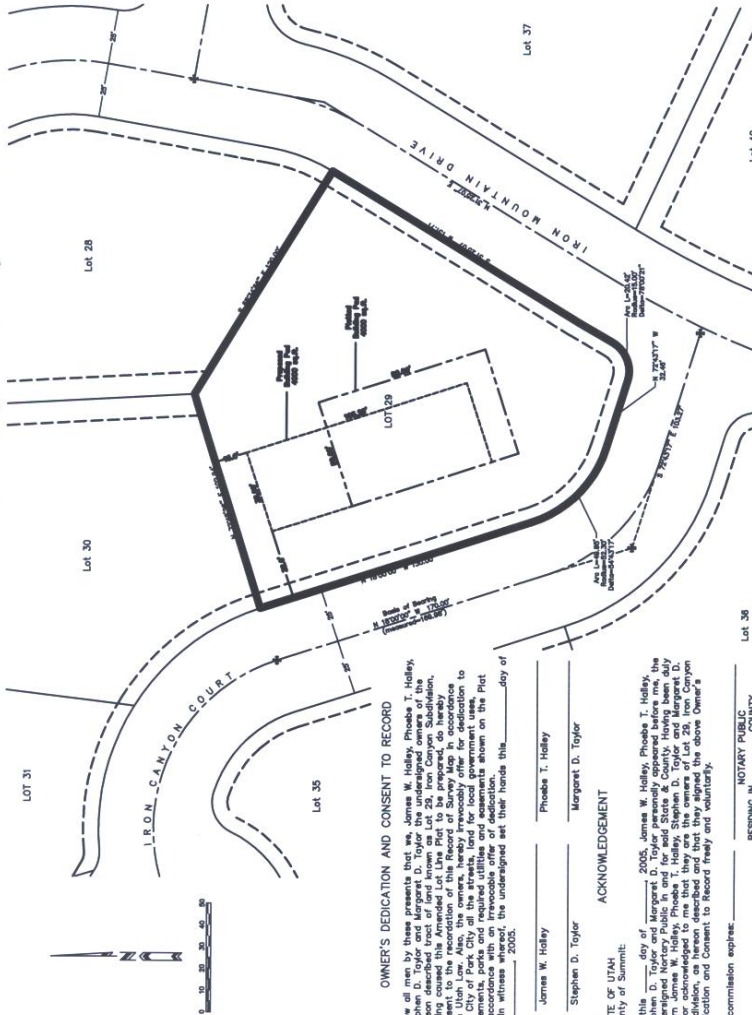
The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

Any driveway connecting to Iron Mountain Drive shall include installation of a suitable culvert near the street.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 10th day of November, 2005.

Iron Canyon Subdivision Lot 29 Building Pad Adjustment



NARRATIVE

1. Survey requested by James W. Holley, et al.
2. Purpose of survey, building pad adjustment.
3. Date of survey, April 21, 2005.
4. Date of plat, April 21, 2005.
5. Property monuments found on shown.
6. Location of the building pad adjustment.
7. See the official plat of Iron Canyon Subdivision, for other possible adjustments.
8. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.

LEGAL DESCRIPTION

All of Lot 29, Iron Canyon Subdivision, according to the official plat thereof, containing 0.558 acres, more or less.

SURVEYOR'S CERTIFICATE

I, J.D. Galley, a Registered Land Surveyor as prescribed by the laws of the State of Utah, do hereby certify that I have supervised a survey of the herein described property and that this plat is a true representation of said survey.

Date _____ J.D. Galley RLS#359005

LEGEND

- Found Street Monument
- Found near & cap—LS 359005
- Found near & cap—LS 187821
- Utility & Driveway Easement
- Proposed Building Pad

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that we, James W. Holley, Phoebe T. Holley, Stephen D. Taylor and Margaret D. Taylor, the undersigned, do hereby dedicate to the public use of the State of Utah, the herein described tract of land known as Lot 29, Iron Canyon Subdivision, containing 0.558 acres, more or less, and we do hereby consent to the recording of this Record of Survey Map, as hereby required by the laws of the State of Utah, and we do hereby dedicate, grant, sell, convey, transfer, assign, and inure to the benefit of the public use of the State of Utah, the herein described tract of land, together with all easements, rights and appurtenances thereto in and to the same, and we do hereby consent to the recording of this Record of Survey Map, as hereby required by the laws of the State of Utah, and we do hereby dedicate, grant, sell, convey, transfer, assign, and inure to the benefit of the public use of the State of Utah, the herein described tract of land, together with all easements, rights and appurtenances thereto in and to the same.

In witness whereof, the undersigned set their hands this _____ day of _____, 2005.

By _____ James W. Holley _____ Phoebe T. Holley _____

By _____ Stephen D. Taylor _____ Margaret D. Taylor _____

ACKNOWLEDGEMENT

On this _____ day of _____, 2005, James W. Holley, Phoebe T. Holley, Stephen D. Taylor and Margaret D. Taylor personally appeared before me, the undersigned, a Notary Public in and for the State of Utah, and they acknowledged to me that they are the owners of Lot 29, Iron Canyon Subdivision, and they do hereby dedicate, grant, sell, convey, transfer, assign, and inure to the benefit of the public use of the State of Utah, the herein described tract of land, together with all easements, rights and appurtenances thereto in and to the same, and they consent to the recording of this Record of Survey Map, as hereby required by the laws of the State of Utah, and they do hereby dedicate, grant, sell, convey, transfer, assign, and inure to the benefit of the public use of the State of Utah, the herein described tract of land, together with all easements, rights and appurtenances thereto in and to the same.

My commission expires: _____ NOTARY PUBLIC _____ RESIDING IN _____ COUNTY, _____

Alprisa Survey, Inc. 1000 North 1000 West Park City, Utah 84090 (435) 855-8016	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2005 A.D. BY _____ CHAIRMAN	ENGINEER'S CERTIFICATE I, _____, a duly Licensed Professional Engineer in the State of Utah, do hereby certify that I have supervised a survey of the herein described property and that this plat is a true representation of said survey.	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2005 A.D. BY _____ PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I, _____, the Clerk of the Park City Council, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the Park City Council.	COUNCIL APPROVAL AND ACCEPTANCE APPROVED AND ACCEPTED BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2005 A.D. BY _____ MAYOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____
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City Council Staff Report



Author: Kirsten Whetstone
Subject: 631-639 Park Avenue Condo Plat
Date: November 10, 2005
Type of Item: Record of Survey plat

PLANNING DEPARTMENT

RECOMMENDATION

The Planning Department recommends the Council conduct a public hearing for the 631-639 Park Avenue at Crescent Tram Condominiums record of survey plat and approve the final record of survey plat based on the findings of fact, conclusions of law, and conditions of approval outlined in the attached Ordinance.

DESCRIPTION

Project Name:	631-639 Park Avenue at Crescent Tram Condominiums
Applicant:	Paul de Groot for owner Jack Mahoney, Mahoney Enterprises
Location:	631, 633, 639 Park Avenue
Zoning:	Historic Recreation Commercial (HRC)
Adjacent Land Uses:	single family and multi-family residential, historic commercial, Kimball Art Center, commercial business

BACKGROUND

The applicant is proposing to construct one single family house and one duplex on three lots at 631, 633, and 639 Park Avenue. The property is zoned HRC (Historic Recreation Commercial). Single family and duplex units are an allowed use in this zoning district. The lots are generally vacant but have been used as parking for the Bad Ass coffee shop.

The lot dimensions are 25' wide by 75' in depth. The single family unit is proposed at 639 Park Avenue on Lot 11 and the duplex is proposed on Lots 9 and 10 with a common wall on the property line, as permitted by the LMC (Section 15-2.5-3). A condominium plat is required in order to sell the units individually, as well as to address building code issues, related to construction on a common lot line.

The purpose of a condominium record of survey plat is to identify private, limited common and common areas within the project. Recordation of a condominium record of survey enables the owner to sell individual condominium units. This record of survey plat identifies 3 residential units with associated driveways, garages, and common area. The plat also dedicates an easement for the Crescent Tram walkway.

On October 26, 2005, the Planning Commission conducted a public hearing and voted to forward to the City Council a positive recommendation to approve the record of survey plat for these three town houses.

ANALYSIS

An historic design review application was filed with the City in May of 2005 and approved, following noticing and posting of the property, on July 27, 2005. Staff found the proposed plans in compliance with the Historic District Design Guidelines.

The proposed condominiums are consistent with the approved Historic Design Review. Building plans have been submitted to the City Building Department for review. Access to these units is from Park Avenue. Two off street parking spaces are provided for each unit. This application meets the requisite requirements for a condominium record of survey plats, Title 15-7 of the Park City Municipal Code. All conditions of approval of the 633 Park Avenue Historic Design Review (included all three units) continue to apply.

The condominium record of survey plat identifies private, common, and limited common areas for these 3 units (2 buildings). The units include approximately 3,500 sf of floor area and are proposed to be owner occupied or nightly rental. Nightly rental is an allowed use in the HRC zoning district.

Prior to recordation, the plat and condominium declaration and CCR's will be reviewed as to form, by the City Engineer and City Attorney.

NOTICE

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also placed in the Park Record. Staff received a letter from a neighbor who was concerned with preserving the Crescent Tram walkway and ensuring that no building would encroach upon that historic pedestrian path. This plat dedicates an easement for the Crescent Tram walk way where it crosses the back corner of Lot 9.

DEPARTMENT REVIEW

This record of survey plat was discussed at a Staff Review Meeting on October 11, 2005, where some representatives from local utilities and City Staff were in attendance. Concerns were raised regarding requirements for residential fire sprinklers, due to the type of construction, as well as requirements for individual water meters and separate utilities for each unit. A utility plan will be required to be approved by the City and utility providers prior to issuance of a full permit for construction. The Crescent Tram walkway easement had already been agreed to by the applicant and was part of the initial submittal.

ALTERNATIVES

1. The City Council may approve the record of survey plat as stated in the findings of fact, conclusions of law, and conditions of approval, or may make amendments to the Ordinance; or
2. The City Council may deny the request and direct staff to make findings for this

decision; or

3. The City Council may continue the discussion on this condominium plat.

SIGNIFICANT IMPACTS

The most significant fiscal impact resulting from this application is the ability of the owner to sell individual condominium units. In addition, the buildings can not be constructed as shown on the plans without this record of survey plat, due to building code issues and location of property lines. If the condominium plat is not approved, the building plans would have to be modified. If the buildings are built there will be no off-street parking for the Bad Ass Coffee shop. No parking is required, as it is an historic building.

RECOMMENDATION

The Staff recommends the City Council hold a public hearing for the Park Place at Crescent Tram condominium record of survey plat, consider any input, and approve the record of survey plat, based on the findings of fact, conclusions of law and conditions of approval as stated in the attached Ordinance.

Exhibits

Ordinance

Exhibit A – Record of Survey plat

Ordinance

AN ORDINANCE APPROVING A FINAL RECORD OF SURVEY PLAT FOR 631-639 PARK AVENUE AT CRESCENT TRAM CONDOMINIUMS, LOCATED AT 631, 633, AND 639 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of lots 9, 10, and 11 of Block 6, of the Park City Survey, located at 631, 633, and 639 Park Avenue, petitioned the City Council for approval of record of survey plat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 26, 2005, to receive input on the proposed record of survey plat;

WHEREAS, the Planning Commission, on October 26, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 10, 2005, the City Council held a public hearing and approved the proposed record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the record of survey plat.

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

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

Findings of Fact:

1. The property is located in the HRC zoning district.
2. The property is subject to the July 27, 2005 Design Review approval, including the conditions of approval.
3. This record of survey plat identifies 3 residential units in 2 buildings. The private area of Units A, B, and C are 3,943 sf, 4,440 sf, and 3,944 sf respectively and include private garages. Driveways are limited common areas and front entrances and porches are common. Window wells are limited common.
4. The historic Crescent Tram walkway crosses the south west corner of the property. The historic Crescent Tram walkway is a significant public pedestrian route and utility corridor.

5. The applicant proposes to dedicate the portion of the Historic Crescent Tramway crossing the subject property to the City, as a public utility and pedestrian easement.
6. On October 26, 2005 the Planning Commission conducted a public hearing and voted to forward to the City Council a positive recommendation on the record of survey plat.

Conclusions of Law:

1. There is good cause for this Record of Survey.
2. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Record of Survey, as conditioned.
4. Approval of the Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
5. The proposed record of survey plat is consistent with the approved Historic District Design Review approved on July 27, 2005.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, as a condition precedent to plat recordation.
2. The City Attorney will review and approve the final form of the Condominium Declaration and CCR's, as a condition precedent to plat recordation.
3. The applicant will record the Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the record of survey plat will be void.
4. All conditions of approval of the July 27, 2005, Historic District Design review continue to apply.
5. The Owner shall certify on the plat that the condominium project will be built substantially as shown.
6. Dedication of an easement for the Crescent Tram walkway is required to be shown on the plat, in the location determined by the survey, confirmed by the City Staff.
7. NFPA-13 R fire sprinklers are required to be installed and operation in these three units. There shall be a note on the plat stating this requirement as a condition precedent to plat recordation.
8. A utility plan shall be submitted for review and approval by the City and utility providers prior to issuance of a full building permit.
9. A construction mitigation plan is required prior to issuance of any building permits.
10. A landscape plan shall be submitted for review and approval by the City prior to issuance of a full building permit. The landscape plan shall include a water conserving planting plan and irrigation plan. The CCRs shall address maintenance of all common areas.
11. A financial guarantee for 125% of the value of public improvements shall be submitted prior to plat recordation, in an amount approved by the City Engineer and in a form approved by the City Attorney.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 10th day of November, 2005.

A UTAH CONDOMINIUM PROJECT
LYING WITHIN THE SOUTHWEST QUARTER
SECTION 9, TOWNSHIP 2 SOUTH, RANGE
SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

Received 12 May 2002; accepted 12 May 2002

[illegible]

UNIT SQUARE FOOTAGE TABLE		
UNIT NO.	TOTAL FINISH AREA CONCRETE SQ. FT.	TOTAL UNFINISHED CONCRETE AREA CONCRETE SQ. FT.
A	3,943	79.7
B	4,449	84.1
C	3,864	8.04

SURVIVOR'S CERTIFICATE

[illegible]

PARK CITY PLANNING COMMISSION
 I CERTIFY THIS RECORD OF SURVEY
 MAP WAS APPROVED BY PARK CITY
 COUNCIL THIS _____ DAY
 OF _____ A.D. 2005
 BY _____
 PARK CITY RECORDER

SPRINGVILLE BASIN WATER RECLAMATION DISTRICT
 REQUESTED FOR CONFORMANCE TO SPRINGVILLE BASIN WATER
 RECLAMATION DISTRICT STANDARDS ON THIS
 DAY OF _____ 2008 A.D.
 BY _____
 S.W.R.D.

ENGINEERS CERTIFICATE
I FIND THIS PLAN TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____ 2009 A.D.
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS
DAY OF ----- 2005 A.D.
BY -----
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____
2003 A.D.

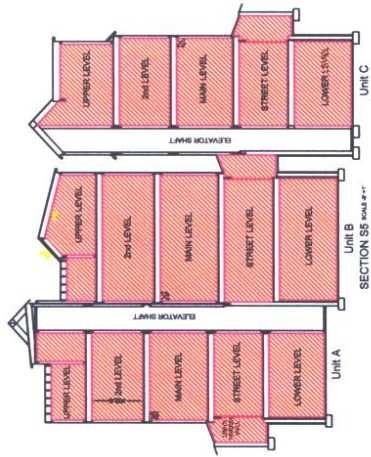
STATE OF UTAH COUNTY OF SALT LAKE
AT THE REQUEST OF
DATE TIME BOOK



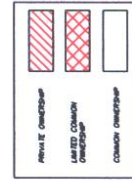
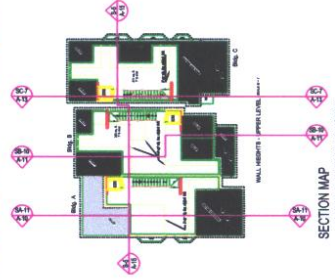
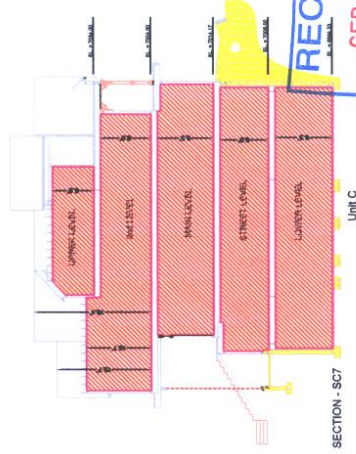
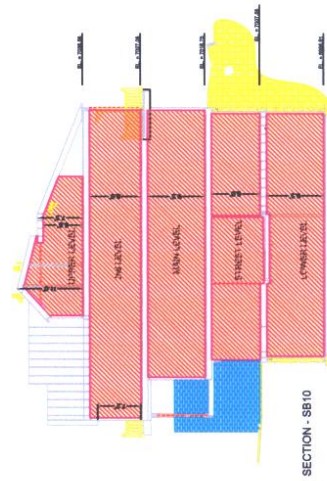
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SEP 22 2005
PARK CITY
PLANNING DEPT.

PCW
PARK CITY SURVEYING
P.O. BOX 2003
PARK CITY, UTAH 84302

PARK PLACE AT CRESCENT TRAM CONDOMINIUMS



SECTION PLAN



CONDOMINIUM MAP OF PARK CITY, UTAH, SHOWING THE LOCATION OF THE PROPOSED TRAM STOP AND THE LOCATION OF THE PROPOSED TRAM STOP. THE TRAM STOP IS LOCATED AT THE INTERSECTION OF THE TRAM STOP AND THE TRAM STOP. THE TRAM STOP IS LOCATED AT THE INTERSECTION OF THE TRAM STOP AND THE TRAM STOP.

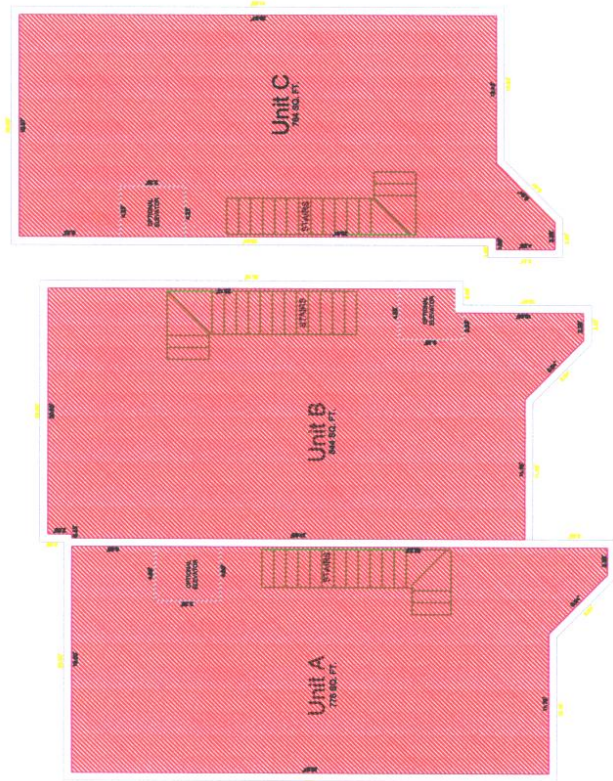
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SEP 22 2005
PARK CITY
PLANNING DEPT.

RECORDED
INDEXED
FILED
AT THE OFFICE OF THE CLERK OF THE DISTRICT COURT
SALT LAKE COUNTY, UTAH
SEP 22 2005

DESIGNED BY: [Name]

DATE: [Date]

PARK PLACE AT CRESCENT TRAM CONDOMINIUMS



LOWER LEVEL PLAN
SCALE 1/4" = 1'

	PRIVATE OWNERSHIP
	LIMITED COMMON OWNERSHIP
	COMMON OWNERSHIP



NOTES: 1. THESE PLANS ARE THE PROPERTY OF THE PARK CITY PLANNING DEPARTMENT. THEY ARE TO BE USED FOR THE PURPOSES SPECIFIED HEREIN ONLY. 2. ANY REVISIONS TO THESE PLANS MUST BE APPROVED BY THE PARK CITY PLANNING DEPARTMENT. 3. THE PLANS ARE TO BE USED IN CONJUNCTION WITH THE PARK CITY PLANNING DEPARTMENT'S STANDARD SPECIFICATIONS FOR CONDOMINIUMS.

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BOOK 110 PAGE 110
FILED IN THE OFFICE OF THE COUNTY CLERK
SEP 22 2005
SALT LAKE CITY, UTAH

Legend:

- Private Ownership (Diagonal Hatching)
- Limited Common Ownership (Cross-Hatching)
- Common Ownership (White)

Unit Details:

- Unit A: 810 sq. ft.
- Unit B: 840 sq. ft.
- Unit C: 850 sq. ft.

Common Areas:

- Central Hallway
- Stairs
- Common Entry

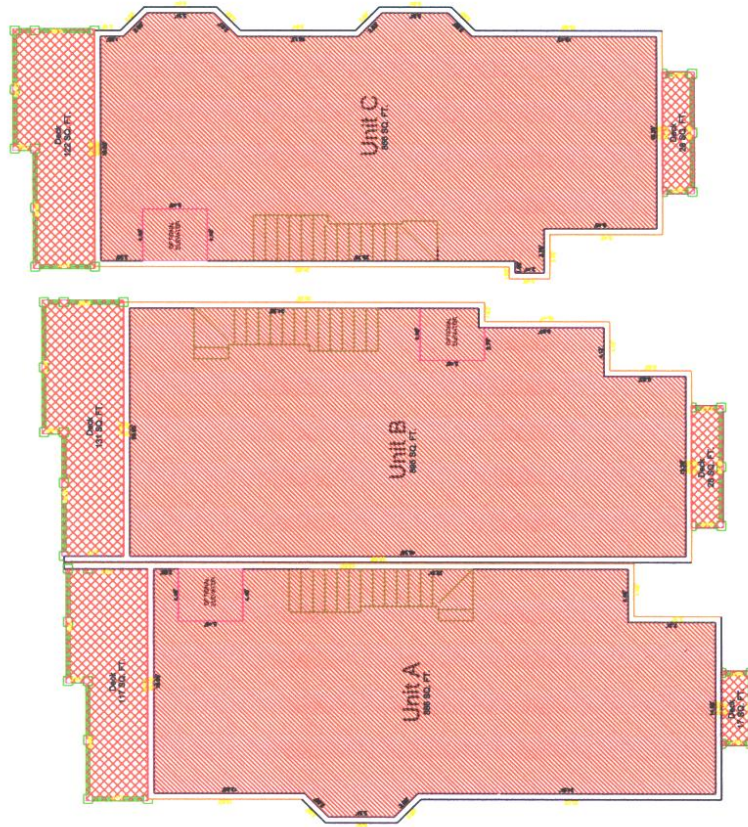
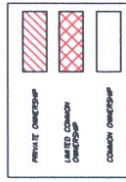
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PARK CITY
PLANNING DEPT.
CITY OF PARK CITY, UTAH

Scale: SCALE 1/4" = 1"

Sheet Information: SHEET 1 OF 1

PARK PLACE AT CRESCENT TRAM CONDOMINIUMS



SECOND LEVEL PLAN SCALE 1/2" = 1'

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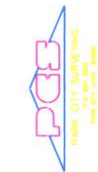
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PARK CITY
PLANNING DEPT.

PARK PLACE AT CRESCENT TRAM CONDOMINIUMS



UPPER LEVEL PLAN SCALE 3/4" = 1"



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 PARK CITY PLANNING DEPT.
 SEP 22 2003

RECORDED

DATE OF RECORDING	BOOK	PAGE
SEP 22 2003	100	100

City Council Staff Report



Author: David Maloney
Applicant: Jonathan DeGray on behalf of Army Rusten
Subject: 1058 Lowell Avenue
Date: October 26, 2005
Type of Item: Administrative
Zoning: Historic Residential District (HR-1)
Adjacent Land Uses: Low Density Residential (Historic and non-Historic)

**PLANNING
DEPARTMENT**

Summary Recommendations:

The Planning Staff requests that the City Council open the public hearing on the Rusten Subdivision located at 1058 Lowell Avenue, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration.

Background:

The current legal description of the property is Lot 19 and ½ of Lot 18, Block 28 of the Snyder's Addition to the Park City Survey. The applicant intends on creating a legal lot of record from one and a half platted Old Town Lots. The subject property, located on the east side of Lowell Avenue just to the south of platted 11th Street, is currently vacant.

Analysis:

The property is located in the HR-1 zone. The proposed plat amendment will create a lot of approximately 2812.5 square feet in size, which complies with the minimum lot size requirement dictated by the LMC (15-2.2-3). The frontage of the proposed lot is 37.5 feet and the depth is 75 feet. Access to the lot will be from existing Lowell Avenue. The creation of this legal lot of record is required by the City before site development can extend across the common lot line between Lots 18 & 19. The lots are currently vacant.

The proposed plat amendment will not result in material damage to the public or any person. Staff finds that there is good cause for this plat amendment. The proposed plat amendment is consistent with the Park City General Plan and the Land Management Code pertaining to the RD-MPD zoning district. The resulting building pad is 1733 square feet while there will be a maximum footprint of 1201 square feet, both are consistent with neighboring properties. The area does not have steep slopes.

Notice:

Notice of this hearing was sent to property owners within 300' on October 12, 2005. Public notice was published in the Park Record October 12, 2005. Furthermore, a notice

was posted on the property on October 12, 2005. No comments have been received to date regarding the proposed plat amendment.

Department Review:

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on September 27, 2005, where representatives from local utilities and City Staff were in attendance.

Alternatives:

- The City Council may approve the final plat of Rusten Subdivision with the conditions stated, or modify the conditions, or
- The City Council may deny the final plat of the Rusten Subdivision and direct staff to prepare findings supporting this recommendation, or
- The City Council may continue the discussion to a later date.

Recommendation:

The Planning Staff requests that the City Council open the public hearing on the Final Plat of the Rusten Subdivision at 1058 Lowell Avenue, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration as found in the Ordinance.

Ordinance No. 05-

AN ORDINANCE APPROVING THE RUSTEN SUBDIVISION PLAT LOCATED AT 1058 LOWELL AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as 1058 Lowell Avenue have petitioned the City Council for approval of the Rusten Subdivision plat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 26, 2005, to receive input on the Rusten Subdivision;

WHEREAS, the Planning Commission, on October 26, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 10, 2005 the City Council approved the Rusten Subdivision; and

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

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

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

Findings of Fact:

1. The property is located in the HR-1 zone.
2. The current legal description of the property is Lot 19 and ½ of Lot 18, Block 28 of the Snyder's Addition to the Park City Survey.
3. The applicant intends on creating a legal lot of record from one and a half platted Old Town Lots.
4. The subject property, located on the east side of Lowell Avenue just to the south of platted 11th Street, is currently vacant.
5. The proposed plat amendment will create a lot of approximately 2812.5 square feet in size, which complies with the minimum lot size requirement dictated by the LMC (15-2.2-3).
6. The frontage of the proposed lot is 37.5 feet and the depth is 75 feet.
7. Proper noticing has taken place for this application and no comments have been received to date.

8. The building pad of the proposed lot is 1733 square feet while there will be a maximum footprint of 1201 square feet; both are consistent with neighboring properties.
9. The area does not have steep slopes.

Conclusions of Law:

5. There is good cause for this plat amendment.
6. Neither the public nor any person will be materially injured by the proposed plat amendment.
7. As conditioned the plat amendment is consistent with the Park City General Plan.

Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
3. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
4. The remnant ½ of Lot 18 is not separately developable.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 10th day of November, 2005.

City Council Staff Report



Author:	David Maloney	
Applicant:	Brian Brassey on behalf of Roland & Terri Sturm	PLANNING DEPARTMENT
Subject:	21 Eagle View Court	
Date:	October 26, 2005	
Type of Item:	Administrative	
Zoning:	Residential Development – Master Planned Development (RD-MPD)	
Adjacent Land Uses:	Low Density Residential	

Summary Recommendations:

The Planning Staff requests that the City Council open the public hearing on the Lot Line Adjustment: Lots 31 and 34 located at 21 Eagle View Court, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration.

Background:

Lots 31 and 34 of Eagle Pointe Subdivision, Phase II lies within Northwest quarter of Section 4, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah. The acreage of Lot 31 is 0.78 and Lot 34 is 0.77. The subject properties lie within the RD-MPD zoning district. The applicant wishes to adjust the lot line between the two lots in order to address a driveway issue. Disturbance from the construction of the driveway on Lot 34 encroached on Lot 31. The proposed lot line adjustment remedies this problem.

Analysis:

The properties are located in the RD-MPD zoning district, within Phase II of the Eagle Pointe Subdivision. The proposed plat amendment will not result in a net increase or decrease of area for Lot 31 or Lot 34. The applicant is requesting this plat amendment to reflect site work relating to the driveway on Lot 34, where a small portion of Lot 31 was impacted.

The proposed plat amendment will not result in material damage to the public or any person. Staff finds that there is good cause for this plat amendment. The proposed plat amendment is consistent with the Park City General Plan and the Land Management Code pertaining to the RD-MPD zoning district.

Notice:

Notice of this hearing was sent to property owners within 300' on October 12, 2005. Public notice was published in the Park Record October 12, 2005. Furthermore, notice

was posted at the above address on October 12, 2005. No comments have been received to date regarding the proposed plat amendment.

Department Review:

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on September 27, 2005, where representatives from local utilities and City Staff were in attendance.

Alternatives:

- The City Council may approve the final plat of the Lot Line Adjustment: Lot 31 and Lot 34, with the conditions stated, or modify the conditions, or
- The City Council may deny the final plat of the the Lot Line Adjustment: Lot 31 and Lot 34 and direct staff to prepare findings supporting this recommendation, or
- The City Council may continue the discussion to a later date.

Recommendation:

The Planning Staff requests that the City Council open the public hearing on the Final Plat of the Lot Line Adjustment: Lot 31 and Lot 34 located at 21 Eagle View Court, in the Eagle Pointe Subdivision, Phase II, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration as found in the Ordinance.

Ordinance No. 05-

**AN ORDINANCE APPROVING THE LOT LINE ADJUSTMENT: LOT 31 and 34
LOCATED AT 21 EAGLE VIEW COURT, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as 21 Eagle View Court have petitioned the City Council for approval of the Lot Line Adjustment: Lot 31 and 34; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 26, 2005, to receive input on the Lot Line Adjustment: Lot 31 and Lot 34;

WHEREAS, the Planning Commission, on October 26, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 10, 2005 the City Council approved the Lot Line Adjustment: Lot 31 and Lot 34; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Lot Line Adjustment: Lot 31 and Lot 34.

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

SECTION 1. APPROVAL. The Lot Line Adjustment: Lot 31 and Lot 34, as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

10. The subject properties lie within the RD-MPD zoning district.
11. Lots 31 and 34 of Eagle Pointe Subdivision, Phase II lies within Northwest quarter of Section 4, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah.
12. The acreage of Lot 31 is 0.78 and Lot 34 is 0.77.
13. The applicant is requesting this Lot Line Adjustment in order to remedy an issue of site disturbance related to the construction of the driveway on Lot 34.
14. The transfer of land is required because of site disturbance on portions of Lot 31 relating to the driveway on Lot 34.
15. The proposed plat amendment will not result in a net increase or decrease of area for Lot 31 or Lot 34.
16. Notice of this hearing was sent to property owners within 300' on October 12, 2005.

17. Public notice was published in the Park Record October 12, 2005.
18. A sign was posted at the above noted address on October 12, 2005.
19. The request was discussed at a Staff Review Meeting on September 27, 2005, where representatives from local utilities and City Staff were in attendance.

Conclusions of Law:

8. There is good cause for this plat amendment.
9. Neither the public nor any person will be materially injured by the proposed plat amendment.
10. As conditioned the plat amendment is consistent with the Park City General Plan.

Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
3. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

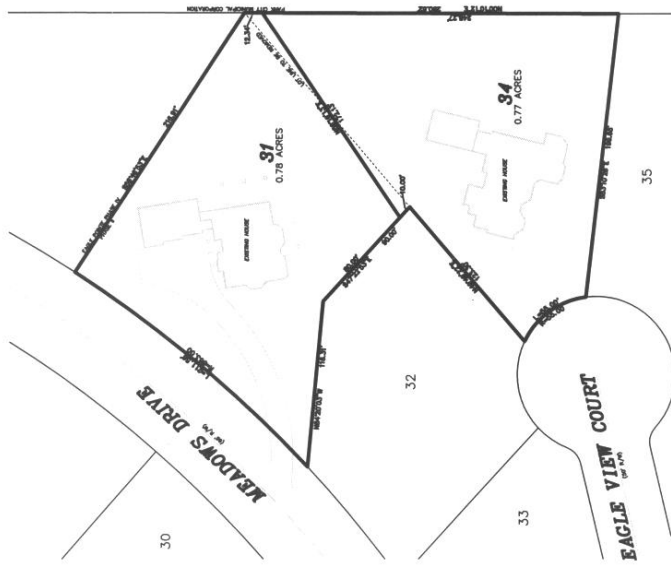
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 10th day of November, 2005.

Exhibit A – Proposed Plat Amendment

A LOT LINE ADJUSTMENT LOTS 31 AND 34

EAGLE POINTE SUBDIVISION PHASE II LYING WITHIN THE
NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 2
SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN,
SUMMIT COUNTY, UTAH



RECEIVED
SEP 02 2005
PARK CITY
PLANNING DEPT.

ENGINEER'S CERTIFICATE

I, the undersigned, a duly Licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing plat is a true and correct representation of the facts as shown to me by the owner of the land described therein, and that the same conform to the requirements of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, 1953, as amended.

My commission expires _____

DATE: _____

PLANNING DEPARTMENT

I, the undersigned, a duly Licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing plat is a true and correct representation of the facts as shown to me by the owner of the land described therein, and that the same conform to the requirements of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, 1953, as amended.

My commission expires _____

DATE: _____

PAGE 1 of 1

CERTIFICATE OF ATTENT

I, the undersigned, a duly Licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing plat is a true and correct representation of the facts as shown to me by the owner of the land described therein, and that the same conform to the requirements of the Utah Subdivision Map Act, Chapter 37A, Utah Code Annotated, 1953, as amended.

My commission expires _____

DATE: _____

RECEIVED

SEP 02 2005

PARK CITY

PLANNING DEPT.

City Council
Staff Report



Author: Max Paap
Subject: The First NoMel
Date: November 10, 2005
Type of Item: Administrative – Master Festival License

SUMMARY RECOMMENDATIONS: Review the Master Festival License application, conduct a public hearing, and consider approving the license for The First NoMel, as conditioned, on Friday, November 25, 2005.

TOPIC

Review of the Master Festival License Application, submitted by the NOMA Business Alliance, for The First NoMel Festival on Friday, November 25, 2005.

BACKGROUND

The NOMA Business Alliance has submitted an application to hold a Holiday Festival in the parking lot at 1685 Bonanza Drive. This will take place on Friday, November 25, 2005. The event would begin at 12 pm and include amplified music, food and beer concessions, NOMA business vendors, prizes, and the arrival of Santa. The event will conclude at 6:00 pm with a seasonal lighting ceremony of the buildings and adjacent existing landscaping. The purpose of this event is to kick-off the holiday shopping season and to promote the NOMA Business Alliance.

ANALYSIS

The City Council, per the Municipal Code, reviews all new applications for Master Festival Licenses and shall either approve, approve with conditions or deny the applications. The First NoMel festival is being reviewed as a Master Festival due to significant impacts from use of City property (Light pole banners), temporary amplified music, off-site parking, and possible attraction of large crowds.

The organizers are expecting a crowd of 100-125 at any given time, throughout the duration of this event. Due to the size of the anticipated crowd and the duration of the event, parking will be located in the parking lots behind and to the west of the 1685 Bonanza venue. Electronic and other wayfinding signs will be used to direct traffic to these parking areas and to alert vehicles of pedestrians in the vicinity.

The applicant will make every attempt to park all festival attendees on the same side of Bonanza Drive as the holiday activities. The event organizer plans to have a Christmas tree located on their property on the west side of Bonanza. They have selected this as

the location of the tree instead of on City property, as originally contemplated. The organizers understand that some attendees will park on the east side of Bonanza Drive and will make every effort through signage and volunteers to attempt to encourage those the cross Bonanza Drive at established crosswalks. The organizers have requested the presence of PCPD uniformed officers to aid in crowd control due to the presence of beer sales. Event organizers will be charged for this service consistent with event support fees used for other MFL's selling alcohol.

Building permits will be required for all temporary structures associated with this event. All information regarding temporary structures will be submitted to the Building Department for approval, and will be located on private property. No use is requested of the City open space across Bonanza Drive.

DEPARTMENT REVIEW

All applicable departments have reviewed The First NoMel event and their comments have been incorporated into this report.

ALTERNATIVES:

- Approve the Master Festival License, as conditioned by staff, allowing the The First NoMel Festival on November 25, 2005 at 1685 Bonanza Drive.
- Modify the parameters of the event, and approve the Master Festival License, allowing The First NoMel Festival on November 25, 2005 at 1685 Bonanza Drive
- Deny the Master Festival License, thereby preventing the The First NoMel Festival on November 25, 2005 at 1685 Bonanza Drive.
- The City Council may continue the hearing for more information and discussion.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival for The First NoMel Festival on November 25, 2005 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The First NoMel Festival will be held in at 1685 Bonanza Drive on Friday, November 25, 2005. The event would begin at 12 pm and create a block party type of event with holiday activities, amplified music, food and beer concessions, NOMA business vendors, a raffle for prizes, and the arrival of Santa. The event will conclude at 6:00 pm with a seasonal lighting ceremony.
2. The applicant will make every attempt to park all festival attendees on the same side of Bonanza Drive as the holiday activities. The organizers understand that some attendees will park on the east side of Bonanza Drive and will make every effort through signage and volunteers to attempt to encourage those the cross Bonanza Drive at established crosswalks.
3. The events associated with The First NoMel Festival will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.

4. The crowd associated with the venues will be contained within the designated areas and the areas are of such size to hold anticipated crowds. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety concerns.
5. No other Master Festival or Special Event Licenses have been issued for November 25, 2005. The First NoMel Festival will not substantially interfere with any other Special Event or Master Festival for which a license has already been granted or with the provision of City services in support of other such events or governmental functions.
6. The organizer is providing adequate insurance for the event.
7. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The applicant shall comply with all Summit County Health Department requirements for sanitation and food vendors.
2. All music and activities shall be end by 6:00 pm.
3. All applicable state and city beer licenses shall be obtained.
4. The applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
5. The applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.
6. All signs shall be reviewed and approved by the Special Events Department and shall comply with Title 12 of the Municipal Code and be removed from City property by November 28, 2005.

Exhibits:

Exhibit A- Event Summary

Exhibit A
The First NoMel Festival

Saturday, November 25, 2005
12:00 pm to 7:00 pm

Hosted by: NOMA Business Alliance

Event Contacts: Emily Elliot, 645-9156 (h); 901-0011 (c)

Event will include:

- Small temporary stage with amplified music
- Prepackaged food and beverage, including beer garden
- The arrival of Santa
- A seasonal lighting ceremony of buildings and adjacent existing landscaping
- Award of donated prizes

DATE: November 10, 2005
DEPARTMENT: Planning Department
AUTHOR: Patrick Putt, Planning Director
TITLE: General Plan Update Consulting Agreement with Stantec Consulting, Inc.
TYPE OF ITEM: Administrative- Consulting Services Agreement

SUMMARY RECOMMENDATION: The City Council should authorize the City Manager to enter into a service provider contract (attached) with Stantec Consulting, Inc. in a form approved by the City Attorney's Office for an amount not to exceed \$41,300. This contract is for consulting services for the Phase 1 update of the City's General Plan.

DESCRIPTION:

Topic: Consulting services relating to the Phase 1 update of the City's General Plan.

Background: The City Council has developed a comprehensive list of quarterly goals aimed at implementing and completing key projects. Goal No. 8: Community Vision 2015 and Beyond identifies a comprehensive updating of the City's General Plan as a key objective.

Analysis: Through a formal RFP process, the City noticed the public through the Park Record . Qualification requirements as stated in the RFP were:

1. Extensive experience in resort community planning with emphasis on visual analysis of development alternatives;
2. Experience with analyzing land use, urban development patterns, open space strategies, strategic planning practices, open space acquisition, traffic and transit impacts of development alternatives;
3. Experience as a facilitator to for public meetings;
4. Ability to prepare professionally written planning documents; and
5. Ability to complete the work program in an expedited time frame.

One responsive proposal was received from Stantec Consulting, Inc. Per the RFP, Stantec Consulting submitted a proposed overall fee for the comprehensive rewrite of the General Plan of \$108,852 and a proposed fee for Phase 1 in an amount of \$41,300. The Phase 1 proposal includes updating several key chapters of the plan relating to the Quinns Junction neighborhood planning areas and the Kearns/Bonanza- General Commercial District area. Staff recommends proceeding with only Phase 1 at this time. Phase 1 will revise the Quinns Junction neighborhood planning area for consistency with Council and Planning Commission land use objectives as set forth in the Quinns Junction Joint Planning Principles adopted by the Planning Commission in August 2004. Phase 1 will also create a new neighborhood planning area for the Kearns/Bonanza-

General Commercial District area which will include specific land use, traffic and circulation, and community design objectives.

Fee for Services: In return for consulting services, the City will pay Stantec Consulting Inc. \$41,300 for the completion of the Phase 1 General Plan update as set forth in Exhibit A of the Stantec proposal. Further details regarding payment and fee structure can be found in the services contract (attached). The Planning Department budget has sufficient resources for the contract. The Department's professional and consulting services budget currently has a balance of \$87,158.

Scope of Services: The overall objective of the consulting services agreement is for the consultant to complete the following scope of work:

The existing Planning areas of comprising the Kearns/Bonanza—General Commercial District will be modified to create a new specific Planning Area. The Round Valley/Hwy. 40/Hwy. 248 SW planning areas will also be modified as follows:

1. Define the Planning Area boundaries.
2. Prepare a general written description of the Planning Areas.
3. Establish development/redevelopment goals for the Planning Areas.
4. Prepare written descriptions of the desired objectives for the Planning Areas in a similar form and detail to the current General Plan description of "Park City Neighborhoods".
 - a. Environment and Open Space
 - b. Recreation and Amenities
 - c. Community Design
 - d. Transportation
5. Create a new description of desired land uses for the Planning Area.
6. Assist in the organization and participate in two meetings with stakeholders as defined by Park City and two meetings with Summit County Planning Department Staff for the Round Valley/Hwy. 40/248 SW Planning Areas.
7. Assist with the presentation of the proposed Planning Area goals and descriptions to the Planning Commission (1 work session and 1 meeting).
8. Assist with the presentation of the proposed Planning Area goals and descriptions to the City Council (1 work session and 1 meeting).
9. Prepare a final set of goals and descriptions for incorporation in the General Plan.
10. Prepare two plan concepts drawing of land use organization to illustrate planning goals for the district. Create a single drawing for incorporation in the the General Plan after review by the Planning Commission and City Council.
11. Participate in up to 4 meetings with the Park City Planning Department representatives to develop and discuss the above items.

Term: The term of the contract is for six (6) months from date of execution of the contract

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

ALTERNATIVES:

A. Approve the Request: City Council could approve the award of contract with Stantec Consulting, Inc. (***Staff Recommendation***)

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

C. Deny the Request: City Council could deny the request to award a contract to Stantec Consulting, Inc. and not hire a consultant.

D. Continue the Item: Council could continue this item for further deliberation at a subsequent meeting.

E. Do Nothing: Same as denying the request

SIGNIFICANT IMPACTS: The cost of the Stantec Consulting, Inc. contract is \$41,300. There are sufficient funds in the Planning Department professional and consulting services budget for this project.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Should Council elect to not authorize this contract, commencement of the General Plan update would be delayed. Staff could conduct a second round of RFPs for additional bids or process the General Plan update in-house. Updating the General Plan in-house would require a reprioritization of existing Planning Department projects.

RECOMMENDATION: The City Council should authorize the authorize the City Manager to enter into a service provider contract with Stantec Consulting, Inc. in a form approved by the City Attorney's Office for an amount not to exceed \$41,300.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Stantec Consulting, Inc., a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the AProject@). The total fee for the Project shall not exceed **\$41,300** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on May 10, 2006 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

subcontractors or representatives during the performance of this Agreement.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

11. NONDISCRIMINATION.

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

- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

18. TERMINATION.

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

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

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

22. SEVERABILITY.

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

23. ENTIRE AGREEMENT.

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

nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

Exhibit A
Park City General Plan Update
Phase 1 Scope of Work
NOMA and Round Valley / HWY 40 / 248 SW Planning Areas
Draft 11/1/05

The following Scope of Work applies to the referenced potential and existing Park City General Plan Planning Areas. The work will be accomplished under the general terms of the Stantec Proposal to Park City Municipal Corporation Legal Department dated October 12, 2005. Defined Scopes of Work will be created for each additional work effort beyond the referenced Planning Areas in this Phase 1 Scope of Work.

Phase 1 Scope of Work

The existing Planning areas of which the North of Main Association (NOMA) will be modified to create a new Planning Area for NOMA. The Round Valley / HWY 40 / 248 SW Planning Areas will be modified as follows:

1. Define the Planning Area boundaries
2. Prepare a written general description of the Planning Area
3. Establish development / redevelopment goals for the Planning Area
4. Prepare written descriptions of the desired objectives for the Planning Areas in a similar form and detail to the current General Plan description of "Park City Neighborhoods".
 - a. Environment and Open Space
 - b. Recreation and Amenities
 - c. Community Design
 - d. Transportation
5. Create a new description of desired land uses for the Planning Area
6. Assist in the organization and participate in two meetings with stakeholders as defined by Park City and two meetings with Summit County planning department staff for the Round Valley / HWY 40 / 248 SW Planning Areas.
7. Assist with the presentation of the proposed Planning Area goals and descriptions to the Planning Commission (1 work session and 1 meeting)
8. Assist with the presentation of the proposed Planning Area goals and descriptions to the City Council (1 work session and 1 meeting)
9. Prepare a final set of goals and descriptions for incorporation in the General Plan.
10. Prepare two plan concepts drawing of land use organization to illustrate planning goals for the district. Create a single drawing for incorporation into the General Plan after review by the Planning Commission and City Council.
11. Participate in up to 4 meeting with the Park City Planning Department representatives to develop and discuss the above items.

Park City responsibilities:

1. Timely delivery of information and map data suitable for use in Arcview and AutoCAD 2005 systems

2. Other mapping data suitable to create the plans described above
3. Property ownership boundaries for parcels within and adjacent to Planning Areas
4. Electronic versions of development proposals currently being reviewed by the Planning Department within the Planning Area
5. General inventories of housing units and commercial areas within Planning Areas and currently available development proposals
6. Notice and coordination of stakeholder, Planning Commission and City Council meetings notes above.

Schedule

Completed drafts of written descriptions and draft land use maps for the NOMA Planning Areas will be complete within 45 working days of the contract authorization.

Professional Fees

The above scope of work will be completed on a Time and Materials basis

Resolution No.

**RESOLUTION PROCLAIMING THE WEEK OF NOVEMBER 14 - 18, 2005
AS PARK CITY EDUCATION FOUNDATION WEEK
IN PARK CITY, UTAH**

WHEREAS, the Park City Education Foundation has been an integral part of Park City since 1986, in the last four years providing over \$1.5 million dollars in financial support and incentives to promote educational opportunities for our youth and educators; and

WHEREAS, the entire community expresses its gratitude to the many residents who have volunteered endless hours and contributed financial support to this worthy non-profit organization over the years and thank them for their many contributions toward the betterment of our future through our children;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Council recognize the value our citizenry places on education and hereby declare the week of November 14-18, 2005 as

**PARK CITY EDUCATION FOUNDATION WEEK
IN PARK CITY, UTAH**

and encourage all citizens to support our Park City schools and to become aware of the role that the Foundation can play to foster excellence for our students and educators.

PASSED AND ADOPTED this 10th day of November, 2005.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

City Council Staff Report



Author: Michelle C. Stucker, Matthew A. Twombly
Subject: City Park Skatepark Expansion
Date: November 22, 2005
Type of Item: Award of Construction Contract

**RECREATION &
ECONOMIC DEVELOPMENT
AND CAPITAL PROJECTS**

Summary Recommendation:

Staff requests authorization to proceed with the Skatepark Expansion project and award the construction contract on a form approved by the City Attorneys Office to Desert Sage Contractors, LLC in the amount of Three Hundred Seventy Eight Thousand Seven Hundred Eighty Two Dollars (\$378,782.00).

Description:

Topic: Award of Construction Contract for the Skatepark Expansion project

Background:

In September 2003, City Council directed the Recreation Advisory Board (RAB) and staff to proceed with the expansion of the existing skatepark as part of a City Park improvement project. RAB and staff determined from public input meetings the expansion area provide beginner elements and more street skate features. The project was approved by Planning Commission in June 2005.

In May 2005, Council approved the increased funding of the original proposed cost which is funded as part of the City Park Improvement CIP fund in the amount of \$388,050. The proposed budget was based on the plans developed at about 50%. There was additional site work added to the scope of the project between May and October.

Analysis:

The project was advertised in the legal notices of the Park Record on October 5th and 8th, 2005; and in the Salt Lake Tribune on October 6 and 7, 2005. There were five plan holders and two responsive bidders for the project: Desert Sage Contractors, LLC was the low bidder at \$378,782.00; and Weyher Construcion, at \$467,775.

The Architect had estimated the construction cost for the project based on the 90% plan submittal at \$350,194. Due to the rapid rise in construction materials, the low bid was higher than estimated, but within 10% of the estimate.

Preliminary Budget: \$388,050

Design/Engineering \$35,050
Construction \$378,782
\$413,832

Department Review:

City Manager, Economic Development and Capital Projects, Recreation

Alternatives:

A. Approve the Request:

Award the construction contract on a form approved by the City Attorneys Office to Desert Sage Contractors LLC, in the amount of Three Hundred Seventy Eight Thousand Seven Hundred Eighty Two Dollars (\$378,782.00).

B. Modify the Request:

The area would remain in their current state.

C. Do Nothing:

Delaying a decision would jeopardize the desired schedule for projection completion by June 15, 2006.

Significant Impact:

The project is above original estimated budget but there is funding available in the City Park CIP fund. See Table 1 for City Park funds CIP #48. The increased cost to this project will not impact any other projects that are planned in City Park. See Table 2 – Estimated City Park Project Costs.

Table 1 – City Park Funds (CIP #48)

Revenue Source	2006	2007	2008	2009	2010
Property tax Increment - RDA	\$ 100,000	\$ 100,000	\$ -	\$ -	\$-
Parks and Ice bond Proceeds	\$ 290,664	\$ -	\$ -	\$ -	\$ -
Impact Fees	\$ 419,631	\$ -	\$ -	\$ -	\$ -
Sales Tax Bonds	\$ 271,616	\$ -	\$ -	\$ -	\$ -
Lower Park RDA Bond Proceeds	\$ 13,180	\$ -	\$ -	\$ -	\$ -
Yearly Total	\$1,095,091	\$ 100,000	\$ -	\$ -	\$ -
Cumulative Total	\$1,095,091	\$1,195,091	\$1,195,091	\$1,195,091	\$1,195,091

Table 2 – Estimated City Park Project Costs

Skate Park Expansion	\$ 413,832
Irrigation System	\$ 139,000
Paving Behind 7-	\$ 100,000

11/Condos	
Recreation Building	\$ 250,000
Replace CP Infield	\$ 15,000
Enhancement of Poison Creek	\$ 100,000
Total Cost of all Projects	\$1,017,832
Available CIP Funds	\$1,195,091
Fund Balance	\$ 177,259

Recommendation:

Award the construction contract on a form approved by the City Attorneys Office to Desert Sage Contractors LLC, in the amount of Three Hundred Seventy Eight Thousand Seven Hundred Eighty Two Dollars (\$378,782.00).

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of November, 2005, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and Desert Sage Contractors 1490 N. 2200 W., Ste. 140, UT 84116, which is a (*check one*) ____ corporation ____ partnership ____ sole proprietorship ☒ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Skatepark Expansion (hereinafter "Project"), which consists of mobilization, demolition, earthwork, temporary erosion control, drainage, roadway/parking repairs and striping, asphalt patching, entry sign, sign on fence, benches, trash receptacles, concrete - cast in place, shotcrete - transitions, reinforcing steel, stainless steel/steel edging, coping, concrete sidewalk, concrete curb and gutter, steel fence, steel roll gate, concrete walls, steps, relocation of boulders, replace water service line, artistic featured steel fence panels.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project".

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the Recreation Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of a submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers, and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, material men, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of

one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability.

C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

The City shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of Three Hundred Seventy Eight Thousand Seven Hundred Eighty Two Dollars (\$378,782.00). ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment A) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor

supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor. The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **JUNE 15, 2006**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **Two Hundred Dollars (\$200.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor if no mutual agreement, then no liquidated damages) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to

the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

- A.** An agreed lump sum; or in the event the parties cannot agree; then
- B.** The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C.** The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

- A.** If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;
- B.** If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefor within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special

Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Community Development Department, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Community Development Department.

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approve a parking plan. The plan shall also include anticipated temporary parking (e.g. delivery vehicles, large equipment parking).

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the Community Development Department, the first project to receive a building permit shall have priority, however, the Building

Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or

on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Boyd Romero, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses: Desert Sage Contractors, LLC

Boyd Romero & Blaine Wadman
1490 N 2200 W., Ste. 140
PO Box 16050
Salt Lake City, UT 84116
FAX: 801-355-9625

Contractor: Boyd Romero and Blaine Wadman, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above; Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

City Council Staff Report



Special Events and
Facilities Department

Author: Brian Andersen/ Max J. Paap
Subject: Holidays on Main
Date: November 10, 2005
Type of Item: Administrative – Master Festival License

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing, and consider approving the license for the Holidays on Main Master Festival License, as conditioned, on December 17, 2005.

Description:

Topic:

Review the Master Festival License Application, submitted by the Historic Main Street Business Alliance, for Holidays on Main on December 17, 2005.

Background:

Holidays on Main is a multi-phase event that hosts various activities on Main Street to encourage Wasatch front visitors and Park City locals to come celebrate in an "non mall-like" atmosphere and enjoy their holiday shopping. Activities are based upon visiting HMBA member shops and restaurants between November 24 and December 17, 2005 and receiving a chance to win a \$5000.00 in a grand prize drawing at the Town Lift Plaza as Santa arrives at the Plaza.

On December 17, a celebration will include an amplified music concert on the Town Lift Plaza along with food and beverage vendors, prize give-aways and various children's activities. Park City Mountain Resort and HMBA have partnered in organizing this event in previous years and have again agreed to do so.

This application includes a request to suspend paid parking on Main Street and in the Brew Pub Lot from November 24 through December 17.

Analysis:

The City Council, per the Municipal Code, reviews all new applications for Master Festival Licenses and shall either approve, approve with conditions, or deny the applications. The Holidays on Main festival is being reviewed as a Master Festival due to the use of amplified music and the request to suspend paid parking. On December 17th the Holidays on Main activities are proposed to run from 3:30pm until 7:00pm. The amplified performance on the Town Lift has been requested from 4:00pm to 7:00pm.

Amplified Music

The band will perform between 4:00pm and 7:00pm. The location of the stage will be oriented so as to not project the sound towards Park Avenue and the Old Town residential area. The band will perform under a tent, and a Building Permit has been obtained. The addition of the band to the event will not require additional parking or City Services.

Parking

The HMBA requests the suspension of paid parking on Main Street and in the Brew Pub parking lot. The current mix of the approximately 1000 Main Street core parking spaces is 76% free with time limits and 24% metered. This ratio does not include 70 heavily utilized free parking spaces on Heber Avenue and Park Avenue between Heber Avenue and 9th Street. The Merchants request would impact 250 parking spaces in the Main Street core.

Based on claims that similar programs increase business in resort communities, Staff polled several resort communities that have paid parking programs to ascertain if any allowances are made for holiday parking. Staff could not find a resort community with a paid parking element that converts it to free parking for the holidays. Some of the communities polled and their respective treatment of metered core parking are shown as follows:

Peer City	Early December Parking Program
Whistler, British Columbia	No program change; paid parking in effect
Truckee, California	New program; plan to have paid parking in effect
Aspen, Colorado	Enforcement increased
Breckenridge, Colorado	No program change; paid parking in effect
Telluride, Colorado	No program change; paid parking in effect

In conjunction with the 2003 implementation of the current parking management program, Council reiterated the breakeven revenue program goal (i.e program revenues equal program expenses). The proposal to make Main Street free parking during the period would cost the program approximately \$30,000 in lost revenue. With this loss, the parking program would not meet the breakeven goal and would require either the General Fund or Transit Fund to finance the deficit.

Since the current program was implemented, the number of program consistency complaints has steadily decreased. Program consistency was a major reason for the 2003 modification to the program.

Staff has the following concerns with this proposal from a parking management perspective:

- Marketing efforts would be required. – For the proposal to be successful, an effective marketing campaign would be necessary. Mike Sweeney, former HMBA president, recently indicated to staff the HMBA is planning an advertising and marketing campaign.
- Main Street parking is difficult to enforce without a pay element. – Due to the proximity of employee vehicles parked on Main Street to drivers, it is difficult to enforce with only time limits due to chalk-wiping and car-shuffling opportunities. The perception within the employee demographic is that these behaviors are acceptable in a timed parking zone. Paid parking is a very effective tool for Main Street in order to accomplish program goals (parking for customers).
- New employees for the winter season would develop bad parking habits. – At a time when education of the new season's employees is occurring, the program would entice parking on Main Street and development of habits inconsistent with a "customer first" parking approach.
- The China Bridge expansion project requires effective management of the parking resource through construction completion. – With more pressure on a lessened parking resource, the need for effective promotion of turnover through enforcement is greater. The smaller pool of parking will need to be managed through the end of the construction project, and the preservation of customer parking is a priority of this effort.
- Program consistency is very vital to the root success of the parking management program. – Staff has learned from past experience that program consistency (not on again off again) creates less confusion for users and results in fewer parking system complaints. The program has stabilized and customer service staff receives relatively few complaints since the implementation of the current year-round program.
- Many free parking options are available for customers, locals, and employees. – Staff has received positive feedback since the 2003 program change in regards to locals visiting Main Street. Staff believes this is due to the abundance of options for free parking in close proximity to Main Street. Employees of Main Street also have many parking options during this time of year. Fully 76% of the public parking resource is without charge.
- Enforcement needs are greater with timed parking. – Deterring employee use of prime customer parking areas requires more parking enforcement labor than metered parking due to the double check required to begin and end a timed cycle in a timed parking space.
- The Transit fund is dependent upon full year parking revenues to fund the City's parking enforcement program. – The aforementioned revenue impacts from the

free holiday parking proposal would be approximately \$30,000 based upon historical collections during said time period. Since the parking program operates as an enterprise fund, general fund revenues may be needed to reimburse any revenue loss from this proposal. Staff has determined that funding from the Parking Garage CIP project budget is not currently available for this purpose.

Staff does not recommend implementation of a free holiday parking program for an already 76% free parking program.

Fee Waiver Request:

Section 4-8-9 of the Municipal Code provides applicants for Master Festival and Special Event Licenses with criteria to request a waiver for all or a portion of Master Festival fees. The Section further states that Council approves or denies fee waiver requests for all Master Festival applications. Staff has not included the suspended paid parking fees within this analysis. Eligibility for a full or partial fee waiver shall be determined pursuant to the following criteria, none of which shall be individually controlling. HMBA requested a partial waiver of all fees associated with the Holidays on Main celebration. Which represents costs associated with the event activity on the Town Lift Plaza.

When evaluating fee waivers, Council looks at the potential tax revenue and basis the decision upon that as well as affects to the overall budget. Services such as Police and Transportation are direct costs and are rarely waived since departmental budgets are impacted in the form of overtime labor.

The Applicant has responded to the Fee Waiver criteria set forth in the Municipal Code. Please see text in italics for Blue Wolf Event's response to the criteria.

1. For-profit or non-profit status of the Applicant;
HMBA is a for-profit organization.
2. Whether the event will charge admission fees;
There is no admission charge for attendees.
3. Whether the event is youth-oriented;
Yes- Family and youth oriented.
4. The duration of the event;
The event will run from 3:30 pm until 7:00 pm on December 17th.
5. Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;
Yes, more revenue from shoppers, visitors, etc. means more revenue for the City.
6. The degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;
The degree of City services is minimal.
7. The season of occurrence; and
Winter/ Christmas

8. Demonstration of hardship by the Applicant.

Non-Profit, limited budget, and volunteers

Department Review:

This document was reviewed by Public Works; Budget, Debt and Grants; Economic Development and Capital Projects; Special Events; Legal; and Public Safety staff.

Alternatives:

- Approve the Master Festival License, as conditioned by staff, and deny the request for suspended paid parking allowing the Holidays on Main on December 17, 2005 at the Town Lift Plaza. This is staff's recommendation.
- Approve the Master Festival License, as conditioned by staff, and approve the request for suspended paid parking allowing the Holidays on Main on December 17, 2005 at the Town Lift Plaza.
- Modify the parameters of the event, and approve the Master Festival License, allowing the Holidays on Main on December 17, 2005 at the Town Lift Plaza.
- Deny the Master Festival License, thereby preventing the Holidays on Main on December 17, 2005 at the Town Lift Plaza.
- The City Council may continue the hearing for more information and discussion.

Recommendation:

Review the Master Festival License application, conduct a public hearing, and consider approving the license for the Holidays on Main Master Festival License, December 17, 2005 based on the following:

1. Holidays on Main include indoor activities at various businesses as well as outdoor activities that include, face painting, food and beverage vendors, prizes, and the arrival of Santa from 3:30pm to 6:00pm. An amplified performance will occur on the Town Lift Plaza between 4:00pm until 7:00pm. The event will be held on December 17 2005.
2. The activities scheduled are to attract shoppers to Main Street during the holiday season. Main Street has adequate parking to accommodate the anticipated attendance. The conduct of Holidays on Main will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area.
3. The HMBA will be providing volunteers to man and run the event. No police or other public employees will not be used at the event and there will not be a diversion of so great a number of police, fire or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The crowd associated with Holidays on Main will be using the sidewalks and parking in the Main Street parking areas. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety concerns.

5. No other Master Festival or Special Event licenses have been issued for December 17, 2005.
6. The organizer is providing adequate insurance for the event.
7. Due to the nature of Holidays on Main, the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter. The Applicant has not failed to conduct a previously authorized event in accordance with the law or the terms of a license.
9. Due to revenue breakeven program, requirement to effectively manage the City's parking resource, and parking program consistency, paid parking will remain during this time period.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. All caldrons must be manned during the event. The propane must be removed from the caldrons if they stay in place between events.
2. A-Frame signs associated with the event must allow for 42" of room on the sidewalk for pedestrians. The signs may only be out during the time of the event.
3. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting.
4. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Applicant.
5. The Applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.
6. All signs shall be reviewed and approved by the Special Events Department and shall comply with Title 12 of the Municipal Code.

Exhibits:

Exhibit A- Event Summary

Exhibit B- Fee Estimate

EXHIBIT A
HOLIDAYS ON MAIN

Saturday, December 17, 2005
3:30 to 7:00 pm

Hosted by: HMBA

Event Contact: Janine Hodges, 649-9949 (h); 640-9891 (c)

Event will include:

- Food and Beverage vendors, including beer garden
- Amplified music and carolers
- Arrival of Santa via Town Lift with photo opportunity
- Cash and prize give-aways
- Face painting and other children's activities

Holidays on Main	PO Box 1480	
November 25 - December 17, 2005	Park City, UT 84060	
SERVICE DESCRIPTION	COST WAIVED	COST
Special Events and Facilities Department		
Application Fee - Reoccurring Event		\$50.00
Streets Department		
Barricade Rental		\$33.44
Barricade Drop and Pick Up Fee		\$150.00
Building Department		
Permit Application Fee		\$15.00
Building Inspection		\$15.00
Tent >200 square feet		\$40.00
TOTALS		
	Waived Amount	
	TOTAL DUE	\$303.44

EXHIBIT B - FEE ESTIMATE