

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
NOVEMBER 10, 2005**

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

Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Lloyd Evans, Police Chief; Brian Andersen, Parking Services Analyst

1. Council questions/comments

Mayor Dana Williams offered congratulations to Jim Hier on his re-election.

Joe Kernan announced that he has been appointed Chair of ArtsKids. Chris Beere is the Director and Pat Drewy-Sanger is the Program Director.

Marianne Cone reported that the Public Art Advisory Board was developing new ideas and most of the bus shelters were complete.

Jim Hier stated that Cindy Hewson's funeral was one of the larger that he had ever attended and that reflected her importance in the community, and the importance of our bus drivers in the community. Candace Erickson added that one of our bus drivers was just elected to City Council and offered congratulations to Roger Harlan.

Dana Williams reported on meetings with Bureau of Reclamation to formulate and add comments prior to the final draft. He met with and received updates from the Executive Board of Mountainlands Community Housing. He announced that Jay Hamburger had been released from the hospital following his surgery, and was staying with family in Rochester, Minnesota.

2. For-hire vehicles

Mayor Williams stated that Council Members had received e-mail correspondence from Donnie Novelle.

Chief Lloyd Evans explained that in Dec 2004, Council directed staff to make adjustments to the For Hire Vehicle Ordinance adding a minimum coverage of \$750,000 as requested by legal representatives of Salt Lake cab companies. Following that, individuals from the transportation industry in Park City expressed concerns and Council directed Staff to hold open houses with the industry representatives to discuss those concerns. Two meetings were held in May and a recurring theme from each was the feeling there was a glut of companies offering taxi services. One result of the open houses was the creation of an industry task force comprised of company representatives.

Chief Evans clarified that the City's for-hire vehicle ordinance governed taxis, shuttles and limousines, and all companies in Park City were regulated under this ordinance.

The task force developed a list of questions they wished to have addressed. The Staff Report includes an analysis prepared by Polly Samuels McLean. This was presented to the task force whose response is detailed in the communication from Donnie Novelle. Chief Evans noted the task force needed additional time to discuss the recommendations, with the exception of their request for an ordinance requiring vehicles (15 passengers or less) to be no more than ten years of age. The task force will reconvene in March, 2006, to continue their discussions on other issues.

In response to a question from Joe Kernan, Public Works Director Gibbs explained that the City's fleet replacement schedule is ten years, but occasionally low mileage vehicles are retained longer. Federal requirements mandate bus replacement every twelve years. Mr. Kernan did not wish to preclude something unique, such as an old British cab, if it could be demonstrated that the vehicle was safe.

Mayor Williams commented only one or two companies carried the \$750,000 liability, and expressed concern about the City's requirement when it seemed that the industry standard is \$1.5 million. City Manager Tom Bakaly explained \$750,000 had been deemed sufficient by the Federal Motor Carrier Act, although many companies carry more than that. It could be increased, although the City may see lawsuits from Salt Lake City companies. Attorneys Mark Harrington and Tim Twardowski, at that time, felt it was of merit enough to recommend that change.

Chief Evans stressed that Park City governs all transportation companies under one ordinance. In Salt Lake City, as an example, taxi companies with standard sedans require the lower rate of \$750,000, while shuttles that operate as taxis and shuttles require \$1.5 million. However, to pick up at the airport, they must carry \$1.5 million. Manager Bakaly noted that 97% of the cabs coming to Park City carry \$1.5 million.

Council Members briefly discussed the feasibility of requiring \$1.5 million for cabs picking up in Park City, similar to the airport's requirement of \$1.5 million. They requested research into whether the City was restricted to Federal laws since it does not have a franchise agreement. Manager Bakaly stated the Staff's recommendation was to not change the ordinance, but to continue working with the task force. If Council wants to change the liability levels, Staff needs to receive that direction.

Jim Hier asked representatives of the industry how important it would be to increase the liability level to \$1.5 million.

Paul, Wandering Moose; Rob, 649-TAXI; Kevin, DayTrips; and Donnie Novelle with Park City Transportation were present. Ms. Novelle commented that 99% of the taxis currently comply with \$1.5 million. She believed everyone should comply with that for the safety and general welfare of guests. Mr. Hier requested another opinion from the

Legal Department as to the potential for lawsuits. Even though it could be considered discriminatory, it appears that for all practical purposes it is already the standard.

With regard to age limitations, Mr. Hier felt it was reasonable to place age limits on vehicles operating in Park City and it could be structured so that safety inspections requirements were extremely stringent for older vehicles, such as a double-decker bus, or some other unique older vehicle.

Joe Kernan asked how age restrictions might affect existing businesses. Ms. Novelle reported that the Task Force voted unanimously to have a ten-year age limit. They had asked the Finance Department to conduct an age study comparing their vehicles to Salt Lake vehicles. Eight vehicles out of fifty-five that are locally registered exceed the age limit, and it will prevent 18 from coming into town. Mr. Kernan asked whether this was a safety risk, or a way to prevent Salt Lake City vehicles from coming to Park City. Ms. Novelle stated it was a general safety issue and the newer the fleet, the better air quality will be.

Kay Calvert asked what standards were imposed on vehicles at the airport. Task force members responded that the airport imposes different standards than the Finance Department uses to certify that vehicles meet the standard. The City uses AVI (Salt Lake International Airport's standards) as one of its inspection standards, but the airport has a different standard for metered cabs. It also applies very stringent standards for fleet vehicles, including inspections for body damage. The Task Force members requested that the City require more stringent inspections in order to ensure that all vehicles are in top condition. Ms. Calvert requested that the Legal Department investigate what standards could be imposed.

Manager Bakaly suggested that Council could direct Staff to study the issue to determine whether we want to increase the requirements of our inspection.

Candace Erickson asked if it was legal to require companies to be year around, and just eliminate the minimum number of vehicles. Chief Evans cautioned that any restriction we devise that would limit the number of companies doing business in this area was based on an accepted standard and neither arbitrary nor capricious. Task force members suggested that they be allowed to set a number and adjust it if necessary. They stressed they did not want to exclude anyone, they just wanted a number.

Mayor Williams stated this would require additional discussions about increasing liability insurance to \$1.5 million, restricting the age of vehicles, and the legal ramifications of increasing inspection criteria. Donnie Novelle appreciated the discussion about methods to resolve the problem and assured Council that the Task Force would move forward. The one issue they wished to have addressed before Sundance was the age

restriction. Council members applauded the creation of this task force and suggested that a transportation association could evolve from their efforts.

3. New China Bridge regulations and special event parking

Brian Andersen addressed the two components of the parking management program discussed in the Staff Report: 1) day to day regulation of the expanded China Bridge garage during times outside of large events, and 2) Main Street parking regulation for special events.

Mr. Andersen stated Staff recommends continuing the four-hour time limit and the employee permit program in the new parking structure. This is an extension of the current program and was determined by weighing the following criteria: a) a customer first approach, b) accommodation of a wide variety of user groups, c) consistency, and d) break-even program. He stated the HMBA has expressed an interest in looking at possible changes, and Staff is not against considering their recommendations, but this would require data collection during the upcoming winter season to determine whether changes were warranted. Staff plans to collect the data and continue to work with the HMBA president, and return in November 2006 with an update.

Mr. Andersen explained there is a high degree of interest from Sundance to have sponsor parking. Restricting parking in China Bridge to event-permit holders would help to limit the number of circulating vehicles and encourage use of alternative modes of transportation. Staff is recommending a \$300 permit for guaranteed parking spaces during the ten-day event. Existing \$75 annual permit holders would be allowed to pay an additional \$225 for a premium event permit. In addition, Staff recommends increasing metered rates for the second and third hours on Main Street and at the Brew Pub Lot during the event.

Candace Erickson commented that some people feel it is easier to take the ticket because the fine does not cost enough to warrant moving their cars. She asked if the City actually recouped fines. Mr. Andersen responded they had experienced high payment rates from Sundance fines. He stated they were looking at increased rates for fines as well.

Mayor Williams asked for an estimate in terms of our regular contract and the additional service during Sundance. Gareth Jones site manager for AMPCO, stated there would be additional costs for managing the event parking area within the garage as well as additional enforcement on the street. The number of permits issued will determine how much staff is needed, but if permits were sold for the existing garage, they would probably require six officers and a supervisor.

Manager Bakaly explained that if 300 spaces were sold at \$300 per space, the estimated cost to implement the recommendation would be about \$24,000. Depending on the demand, Staff will determine which portions of the garage will be restricted to permit holders.

Jim Hier asked whether they had considered reserving some spaces for the \$75 pass holders. Brian Andersen explained they sell approximately 400 of those and monthly occupancy counts show use by only 156 of those. Mr. Hier encouraged carpooling, but wondered whether we could reserve 150 spaces for pass holders to try to get a space. Brian Andersen explained that circulation in the newer portion lends itself to "hunting". Another option would be to extend the \$75 permit to the Marsac lots as well (Sandridge, top level of China Bridge and North Marsac). Candace Erickson and Marianne Cone supported reserving some employee parking and felt strongly that employees should not be penalized.

Special Events Manager Alison Butz announced that Deer Valley Resort has guaranteed the use of Lots 5 and 6 every day and night during Sundance. Shuttles will be running at increased frequencies.

Economic Development Director Colin Hilton stressed that Council consider the fundamental reason for Staff's support of event permit parking. In years past we have seen major congestion created by circulating cars looking for an open spot. By selling consolidated parking by permit, we deliver the message that you have to pay to park downtown. If we reserve only a portion of the parking, we continue to promote people searching for remaining spots. It would be ideal to pre-sell as many spaces as possible and revenues generated will enhance services to the free park and ride lots.

Ms. Butz added that following Council's decision, Staff will work on messaging to create a consistent statement about downtown parking and they will stress the free shuttles.

Marianne Cone asked if people with A Permits could use Event Permit spaces if they were not used during all of the ten days. Brian stated monitoring at the entrance would prevent all but permit holders for entering the structure. Ms. Cone supported using Old China Bridge Levels 1-3 as permit parking for Sundance. Mr. Hier argued that would exacerbate congestion in Swede Alley because people would still be hunting for spaces. He encouraged making 150 spaces be available for employees.

Manager Bakaly stated the Staff recommendation is to pre-sell the entire garage, not only to raise revenue, but to mitigate traffic congestion on Swede Alley and Main Street. He is hearing that a majority of Council members want employees who purchased the \$75 permit to be allowed to "hunt" for spaces in the structure, as opposed to restricting

them to the Marsac lots, or park and ride lots. Since it would be difficult to intermingle those with the guaranteed spots, we could look at segregating the structures.

Council members discussed options to provide employees with parking and determined there are approximately 230 free spaces available in Zone 3 (Sandridge lots, top of China Bridge and North Marsac lot), in addition to the free park and ride lots at Deer Valley. They instructed Staff to classify the Marsac lots as employee permit lots, and to sell everything in the structures. They approved increased meter fees and requested further discussion regarding ticket rates. Manager Bakaly stated Staff would prepare a final report based on Council's direction and would present it to them either in a Manger's Report or Work Session.

Prepared by Sharon Bauman, Analyst II

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

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order to 6:00 p.m. at the Marsac Municipal Building on Thursday, November 10, 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; Deputy City Attorney; Brian Andersen, Parking Services Analyst; Eric DeHaan, City Engineer; Kirsten Whetstone, Senior Planner; David Maloney, Planner; Max Paap, Special Events and Facilities Coordinator; Michelle Stucker, Analyst; Matt Twombly, Parks Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council member Joe Kernan disclosed that Gordon Strachan was a recycling customer. Regarding Consent Agenda Item 7, Member Candace Erickson disclosed that her husband is an employee of Stantec Consulting.

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

Suzanne Moore, Park City Education Foundation, thanked the Mayor and Council for proclaiming November 14–18 as Park City Education Week. The week's events include a reading event, educators' seminar, a donors' luncheon, benefit premiere of *Harry Potter and the Goblet of Fire* at Redstone, and benefit ski day at Park City Mountain Resort.

Gordo Cummings, All Resort Express, thanked Council for considering the items presented at Work Session: 1) insurance levels; and 2) age limitation on vehicles. The Task Force will address additional issues next March so they can address legal issues during the summer.

Ken Davis, Cows, thanked everyone for helping to get the structure built. The merchants appreciate it because they know it will be a great gain for them. Although the structure is due to open soon, he felt there were a number of issues that should have already been resolved. Rather than going with the "status quo" and conducting studies, there is an opportunity to make some changes up-front.

With his "tourist hat" on, Mr. Davis stated he is willing to pay for parking at a meter if he gets convenient parking. However, the City's metering system introduces a system tourists are not accustomed to. As a "merchant", he questioned the effectiveness of the \$75 passes because there is no way to enforce them. He suggested designating the most inconvenient spots for employees and reserving prime spots for tourists.

Mr. Davis questioned the event permit program proposed for Sundance, specifically enforcement of special event meter rates and pre-programmed hang-tags. In terms of employees, he felt the City had done a miserable job designating employee parking during events. Bussing must be available during work schedules and must

accommodate extended work hours. The program will not work for business owners who cannot take public transportation, and being forced to pay \$225 extra to park in the garage is just too much. He suggested eliminating the \$75 permit and just designating twelve-hour spots. He stated merchants will try to get the message out to their employees, but they need something that makes sense. He recommended that Council continue their discussions.

City Manager Tom Bakaly clarified that Council's recommendation for day-to-day operations was to obtain data and return at a later date. The City has spent ten years developing the parking regulations, there had been a lot of change and confusion getting to that point, and Staff is recommending that has been working and should be extended to the new structure.

Council member Erickson stated there are areas in China Bridge that an employee can park for eight hours and not be ticketed. She asked if the new structure would allow longer time limits. Brian Andersen stated that early in the adoption of paid parking Council segregated one level of the structure for permits only and that became an issue of under-utilization during busy times. Council member Calvert supported the idea of finding less desirable spots on every floor for employees.

Mr. Davis brought up four-hour parking at the Flagpole lot and the Gateway Center, which from his perspective was employee parking. He stressed that prime spots needed to be turned back to the tourists.

Economic Development Director Colin Hilton referred to the efforts of the Downtown Task Force and stated the one outstanding issue was employee parking. The proposed solutions created too much disagreement and subcommittee members walked away from it. He suggested that the HMBA create its own subcommittee to come up with a recommendation on how to park employees for every-day use. The recommendation needs to address all employees of Main Street from top to bottom. He believed this should be resurrected and a solution finalized, otherwise we just keep having this conversation.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF OCTOBER 27, 2005 - Joe Kernan, "I move approval of the Work Session Notes and Minutes of October 27, 2005 as written". Marianne Cone seconded. Motion unanimously carried.

V RESIGNATIONS AND APPOINTMENTS

1. Acceptance of resignation of David Hull from the Board of Adjustment

Kay Calvert, "I move to accept the resignation of David Hull from the Board of Adjustment". Candace Erickson seconded. Motion unanimously carried.

2. Appointment of Gordon Strachan to the Board of Adjustment to fill an unexpired term to June 30, 2007

Marianne Cone, "I move that we appoint Gordon Strachan to the Board of Adjustment to fill an unexpired term to June 30, 2007". Jim Hier seconded. Motion unanimously carried.

VI CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving maintenance agreement and accepting the public improvements at April Mountain Subdivision – City Engineer Eric DeHaan explained the maintenance agreement required the homeowners association of April Mountain Condominiums to maintain a landscaped area in a common area; and, the ordinance accepting public improvements at April Mountain Subdivision was required by Code. Mayor Dana Williams opened the public hearing, and hearing no input, closed the hearing.

Council Member Cone commented that the sewer line cuts across the mountain were planted with grasses that do not fit in with indigenous foliage. Mr. DeHaan explained the ordinance required revegetation to prevent erosion. Planner Kirsten Whetstone added there is a specified "April Mountain seed mix", but it takes several years to blend in with older vegetation.

2. Ordinance approving a plat amendment for 2451 Iron Mountain Drive, Iron Mountain Subdivision, Park City, Utah – Senior Planner Kirsten Whetstone explained the request was to modify the shape of the platted building pad. The subdivision's architectural review committee supported the change as long as the driveway came off Iron Mountain Drive. Planning Commission forwarded a positive recommendation. Mayor Dana Williams opened the public hearing, and hearing no input, closed the hearing.

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 – Senior Planner Kirsten Whetstone stated this involves construction of one single-family structure and two duplex units. A condominium plat is required in order to sell them individually. She presented Council members with a letter from Susan Gilson expressing concern about the Crescent Tramway. Ms. Whetstone stressed that the plat dedicates an easement for the Crescent Tram where it crosses the western corner of the southernmost portion lot. Mayor Dana Williams opened the public hearing, and hearing no input, closed the hearing.

4. Ordinance approving the Rusten Subdivision Plat, located at 1058 Lowell Avenue, Park City, Utah – Planner David Maloney explained the proposal would combine 1-1/2 lots into one lot of record. Mayor Dana Williams opened the public hearing, and hearing no input, closed the hearing.

5. Ordinance approving the lot line adjustment, Lots 31 and 34, located at 21 Eagle View Court, Park City, Utah – Planner David Maloney explained the adjustment would reconfigure a lot line on Lot 31 that had been disturbed during construction of the driveway servicing Lot 34. The lot sizes will not change. Mayor Dana Williams opened the public hearing, and hearing no input, closed the hearing.

6. Master Festival License – The First NoMeI to be held on November 25, 2005 – NOMA – Special Events Coordinator Max Paap explained the NOMA Business Alliance proposed to hold a Holiday Festival on November 25, 2005 in the parking lot at 1685 Bonanza Drive. The event would begin at noon and include amplified music, food and beer concessions, NOMA business vendors, prizes, and the arrival of Santa. It will conclude at 6:00 p.m. with a seasonal lighting ceremony of the buildings and existing landscaping. Mayor Dana Williams opened the public hearing, and hearing no input, closed the hearing.

Council member Marianne Cone confirmed that electronic way finding signs were typical with master festival licenses. Mr. Paap replied they were looking at placement on Bonanza Drive and Kearns Boulevard. They hope to discourage pedestrian traffic crossing over Bonanza Drive. There will also be parking attendants.

VII CONSENT AGENDA

Mayor Dana Williams announced that in addition to the items heard under the Public Hearing, the Consent Agenda included the award of contract to Stantec Consulting Inc. and a resolution proclaiming the week of November 14-18, 2005 as Park City Education Week in Park City, Utah.

Council member Candace Erickson recused herself from the vote on Consent Agenda Item 7.

Kay Calvert, "I move approval of Consent Agenda Items 1 through 8". Jim Hier seconded. Motion carried, with Candace Erickson recusing herself from Item 7.

1. Ordinance approving maintenance agreement and accepting the public improvements at April Mountain Subdivision – See staff report and public hearing.

2. Ordinance approving a plat amendment for 2451 Iron Mountain Drive, Iron Mountain Subdivision, Park City, Utah – See staff report and public hearing.
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 – See staff report and public hearing.
4. Ordinance approving the Rusten Subdivision Plat, located at 1058 Lowell Avenue, Park City, Utah – See staff report and public hearing.
5. Ordinance approving the lot line adjustment, Lots 31 and 34, located at 21 Eagle View Court, Park City, Utah – See staff report and public hearing.
6. Master Festival License – The First NoMel to be held on November 25, 2005 – NOMA – See staff report and public hearing.
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 – See staff report and public hearing.
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
Analyst Michelle Stucker reviewed the Staff Report and reported that Desert Sage Contractors was the low bidder at \$378,782.00, slightly over the architect's estimate was \$350,000. She stressed that the overage would not have a negative effect on other projects planned for City Park. The final completion date is June 15, 2006. There were no questions or comments.

Jim Hier, "I move that we authorize 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". Kay Calvert seconded. Motion unanimously carried.

2. Master Festival License for Holidays on Main to be held on December 17, 2005 and suspension of paid parking from November 24 – December 17, 2005 - HMBA
Special Events Coordinator Max Paap and Parking Services Analyst Brian Andersen presented the Staff Report for the Master Festival License application submitted by the Historic Main Street Business Association for Holidays on Main on December 17, 2005.

Mr. Paap explained that Holidays on Main is a multiphase event that hosts activities that will encourage visitors and locals to celebrate on Main Street. Visitors to HMBA member shops and restaurants between November 24 and December 17 will receive chances to win a \$5,000 grand prize in a celebration December 17th. Staff recommends approval of the event and also recommends a fee waiver in association with this event.

Mr. Andersen addressed the applicant's request to suspend paid parking on Main Street and the Brew Pub lot from November 24 through December 17, 2005. The Staff recommendation is to deny the request to suspend paid parking. The proposal would result in the loss of approximately \$30,000 revenue (\$25,000 metered revenue, and \$5,000 ticket revenue based on additional enforcement needed to enforce time limits versus paid parking). The Main Street parking program has a break-even goal. This loss of revenue could possibly jeopardize that and the Transit fund would have to cover the balance.

Mr Andersen emphasized that consistency is the key in a parking management program. Introducing inconsistencies at a time when a new work force is coming to town may develop bad parking habits. Staff believes the free parking available under the existing program should provide ample opportunities for parking during this event.

Staff recommended that Council approve the Master Festival License for Holidays on Main on December 17, 2005; and deny the request for a suspension of paid parking from November 24 through December 17, 2005.

Council Member Hier clarified the \$30,000 was based on last year's revenue for that time period. Brian Andersen added that revenues this year were exceeding that by 11.68%. He explained that time limits were enforced by marking tires.

Council member Marianne Cone suggested that paid parking be suspended on the day of the party. She suggested that the HMBA create a decorate cover for the meters.

Council member Joe Kernan expressed reservations that employees would use the free spots.

Council member Erickson questioned whether we still have 76% free parking with all the construction in Swede Alley. Mr. Andersen stated it was currently approximately a 60/40 split.

Mayor Dana Williams opened the public hearing.

Ken Davis, acting president of HMBA, explained the event was modeled after an event in Nantucket, which was a one-season resort. Merchants put together an event which they hoped would bring people from the mainland to shop and over the years it has become a major event in what used to be the off-season.

Mr. Davis stated the Main Street merchants are not busy between Thanksgiving and Christmas and they hope to draw people from the Wasatch Front. They have raised funds for advertising and would like to include free parking as an added attraction. They hope to over 70 businesses participate in the program. He stressed they needed the City's help to begin this tradition and believed the sales tax revenues that will be generated should off-set the loss of revenue from paid parking.

Mike Sweeney distributed his economic analysis to Council Members and stressed that their competition has free parking. He encouraged Council to test it during the short period of time. He felt the HMBA had a reasonable chance to develop an event that will generate substantial revenue for the City during this period of time. He stated they would give it every effort they can, and added that the Town Lift and Marriott parking garages would be free during the same period of time.

Mayor Williams closed public hearing.

Council member Erickson asked whether the increase in parking revenues of 11.6% was enough to cover the cost of this event. Mr. Andersen stated it was possible. He added that occupancy counts from 2003 and 2004 show that parking was well used the day before Thanksgiving, Thanksgiving weekend and Saturday in mid-December. Ms. Erickson agreed that we would expect an upsurge over Thanksgiving weekend, but from the Monday after to mid-December is a very slow time. She was initially not in favor of the proposal, but free parking has been reduced to 60% and we don't have the new parking structure to offer people.

Council member Calvert commended the HMBA and felt it was a great idea which will probably work. We are already at a disadvantage and have stiff competition at Kimball Junction. She favored the proposed and hoped the event could become a big draw over the years. She requested that the merchants ensure that employees are not parking on Main Street. Mr. Davis stated they would get the word out and would do their best to police it.

Council Member Marianne Cone asked if the HMBA would expect free parking every year during the same window for this event. Ken Davis responded they would look to have it as part of the annual event.

Council member Jim Hier stated he was in favor of taking the chance. He appreciated Staff's analysis of the cost of doing this and suggested that we not expend additional funds for personnel to try to enforce parking.

Kay Calvert, "I move approval of the Master Festival License for Holidays on Main, November 24 through December 17 with the exception of the recommendation for denial of paid parking and allow free parking". Candace Erickson seconded. Motion unanimously carried.

IX ADJOURNMENT

With no further business, the regular meeting of the City Council adjourned at 7:45 p.m.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at 3:00 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier and Joe Kernan. Staff present was Tom Bakaly, City Manager and Tom Daley, Deputy City Attorney. Jim Hier, "I move to close the meeting to discuss property." Kay Calvert seconded. Motion carried unanimously.

The meeting opened at approximately 4:00 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:

Sharon Bauman
Sharon Bauman, Analyst II



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 TRANSPORTATION	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 TRANSPORTATION	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 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> Little community support
Option 5: Combination		Accommodates a wide range of users groups 4-hour Time Limit / Employee Permit (This is Staff's recommendation.) A. Time Limits and Permits B. Payment Permits and 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> <i>Provides more parking</i> <i>Revenue offset</i> Little community support Expected space availability Equipment required 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 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>

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.

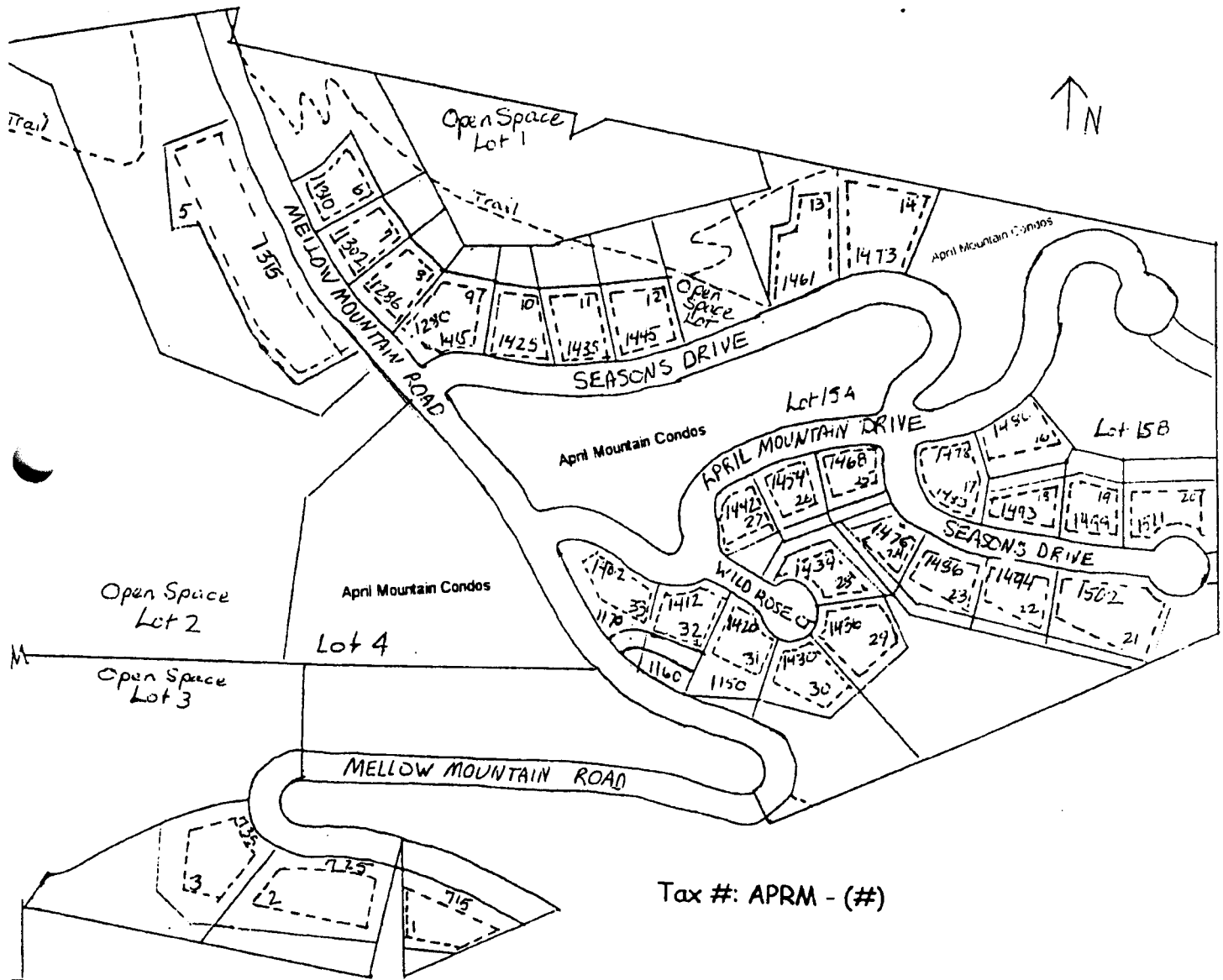
Consequences of not taking the recommended action:

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 records 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.

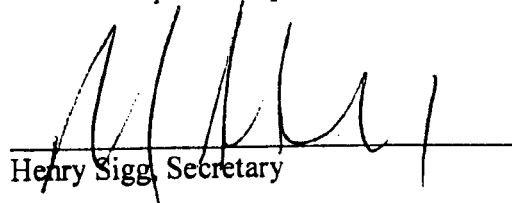
4. Construction. This Agreement shall not be construed against the party preparing it, and shall be construed without regard to the identity of the person who drafted it or the party who caused it to be drafted and shall be construed as if all parties had jointly prepared this Agreement and it shall 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.

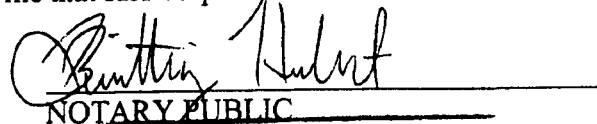
APRIL MOUNTAIN:

April Mountain Condominium Association,
a Utah non-profit corporation

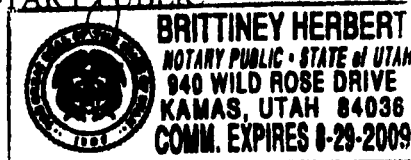

Henry Sigg, Secretary

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

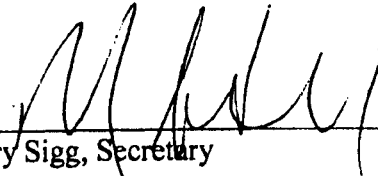
On this 11th day of October, 2005, personally appeared before me Henry Sigg, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is the Secretary of the April Mountain Condominium Association, and that said Maintenance 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 and Park City Municipal Corporation
Maintenance Agreement Regarding Detention Basin

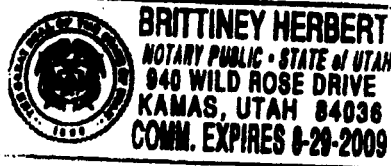


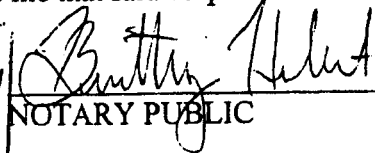
April Mountain Owners Association,
a Utah non-profit corporation


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.

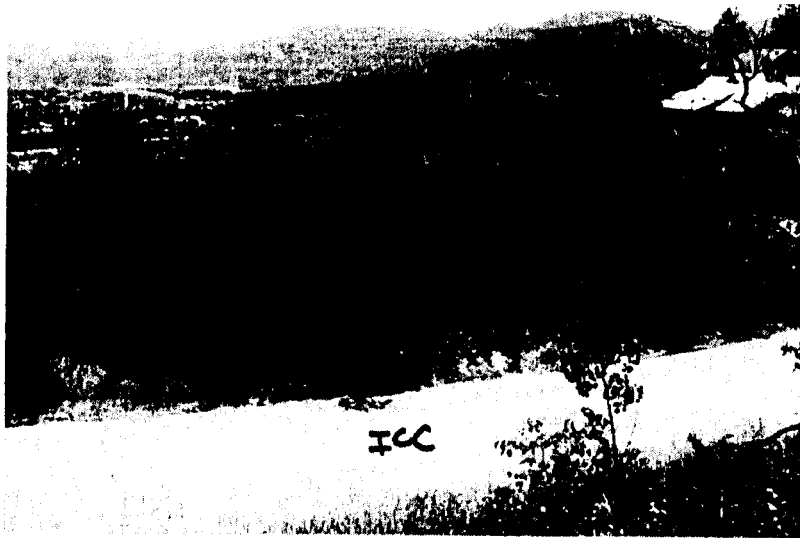
The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

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.

[illegible]





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.

PARK PLACE AT CRESCENT TRAM CONDOMINIUMS



THE CITY OF PARK CITY HAS REVIEWED THE PLANS FOR THE PROPOSED PARK PLACE AT CRESCENT TRAM CONDOMINIUMS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE CITY CODE AND THE CITY ENGINEERING DEPARTMENT HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS.

THE CITY OF PARK CITY HAS REVIEWED THE PLANS FOR THE PROPOSED PARK PLACE AT CRESCENT TRAM CONDOMINIUMS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE CITY CODE AND THE CITY ENGINEERING DEPARTMENT HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS.

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UNIT SQUARE FOOTAGE TABLE			
UNIT NO.	SQUARE FEET	PERCENTAGE OF TOTAL	PERCENTAGE OF TOTAL
1	1,000	10.0	10.0
2	1,000	10.0	10.0
3	1,000	10.0	10.0
4	1,000	10.0	10.0
5	1,000	10.0	10.0
6	1,000	10.0	10.0
7	1,000	10.0	10.0
8	1,000	10.0	10.0
9	1,000	10.0	10.0
10	1,000	10.0	10.0

PARK AVENUE

RECEIVED
SEP 22 2003
PARK CITY
PLANNING DEPT

LEGEND
1. EXISTING
2. PROPOSED
3. CITY ENGINEERING DEPARTMENT'S REQUIREMENTS

PARK CITY PLANNING DEPARTMENT
APPROVED AND ACCEPTED BY THE
PARK CITY PLANNING DEPARTMENT
DATE OF APPROVAL: 09/22/03

CERTIFICATE OF ATTORNEY
I, _____, ATTORNEY AT LAW,
DO HEREBY CERTIFY THAT THE
PLANS FOR THE PROPOSED PARK PLACE AT CRESCENT TRAM CONDOMINIUMS
DO COMPLY WITH THE CITY CODE AND THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS.

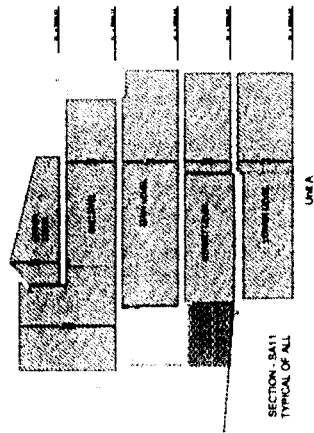
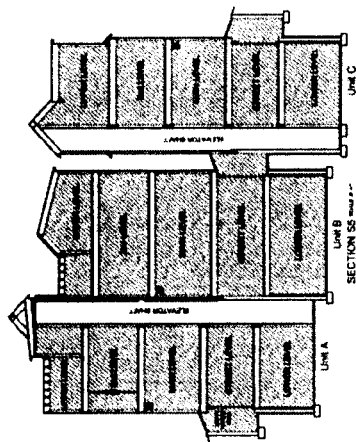
ENGINEERING CERTIFICATE
I, _____, ENGINEER,
DO HEREBY CERTIFY THAT THE
PLANS FOR THE PROPOSED PARK PLACE AT CRESCENT TRAM CONDOMINIUMS
DO COMPLY WITH THE CITY CODE AND THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS.

APPROVAL AS TO FORM
APPROVED AS TO FORM BY THE CITY ENGINEERING DEPARTMENT
DATE OF APPROVAL: 09/22/03

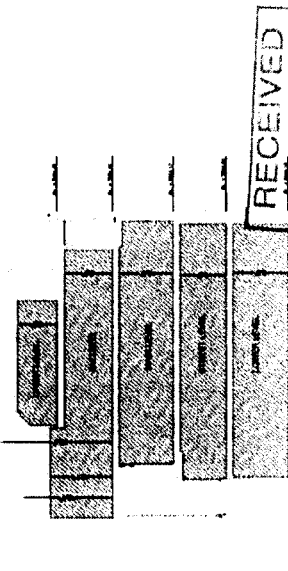
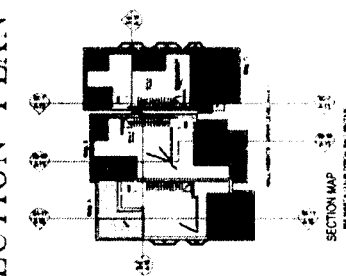
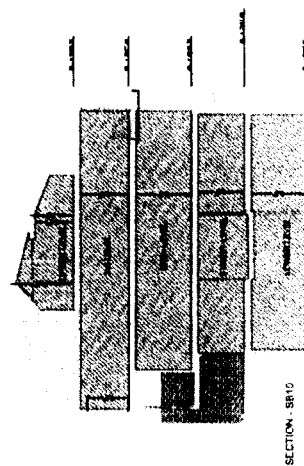
COUNCIL APPROVAL AND ACCEPTANCE
APPROVED AND ACCEPTED BY THE CITY COUNCIL
DATE OF APPROVAL: 09/22/03

RECORDED
FILED IN THE OFFICE OF THE CITY CLERK
DATE OF RECORDING: 09/22/03

PARK PLACE AT CRESCENT TRAM CONDOMINIUMS



SECTION PLAN

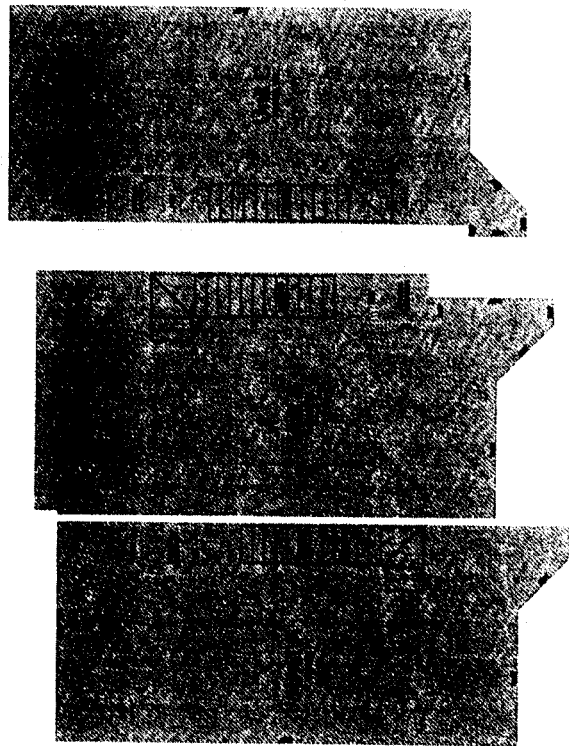


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PARK CITY
PLANNING DEPT.

Unit B	Unit C	Unit D
Unit E	Unit F	Unit G
Unit H	Unit I	Unit J



PARK PLACE AT CRESCENT TRAM CONDOMINIUMS



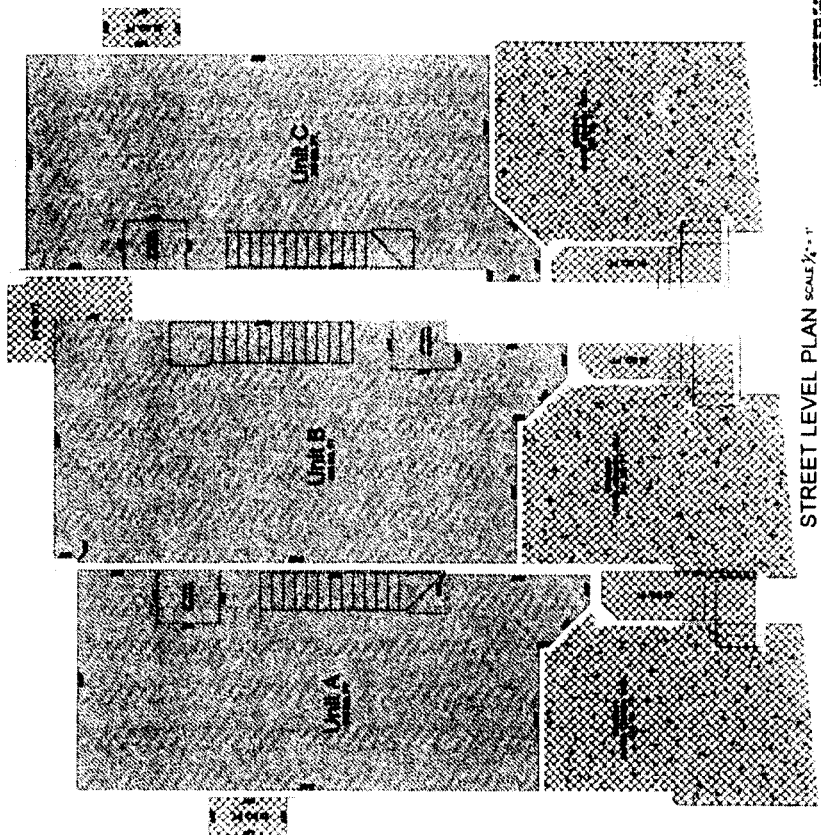
LOWER LEVEL PLAN
SCALE: 1/8" = 1'

DATE: 08/08/00
DRAWN BY: [illegible]
CHECKED BY: [illegible]
APPROVED BY: [illegible]

RECEIVED
SEP 12 2000
PARK CITY
PLANNING DEPT.

08/08/00
[illegible]
[illegible]
[illegible]

PARK PLACE AT CRESCENT TRAM CONDOMINIUMS

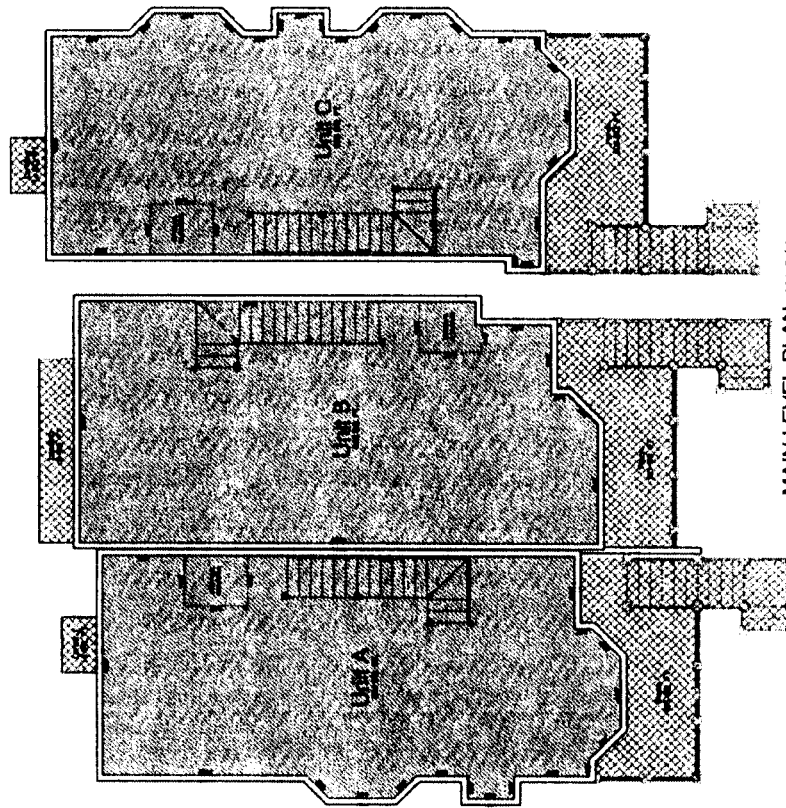


STREET LEVEL PLAN SCALE 1/2" = 1'


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 SEP 22 2005
 PARK CITY
 PLANNING DEPT.

PROJECT: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____
 SCALE: _____
 SHEET: _____ OF _____

PARK PLACE AT CRESCENT TRAM CONDOMINIUMS



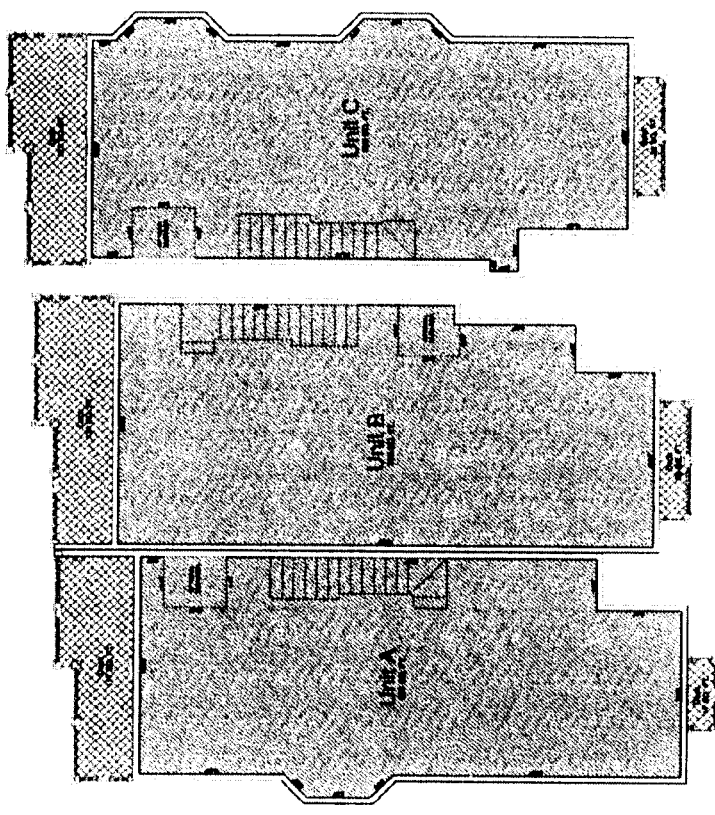
RECEIVED
SEP 22 2005
PARK CITY
PLANNING DEPT

MAIN LEVEL PLAN SCALE 1/4" = 1'



PARK PLACE AT CRESCENT TRAM CONDOMINIUMS

	PRIVATE BALCONY
	LAUNDRY ROOM
	COMMON AREA



SECOND LEVEL PLAN SCALE 1/4" = 1'

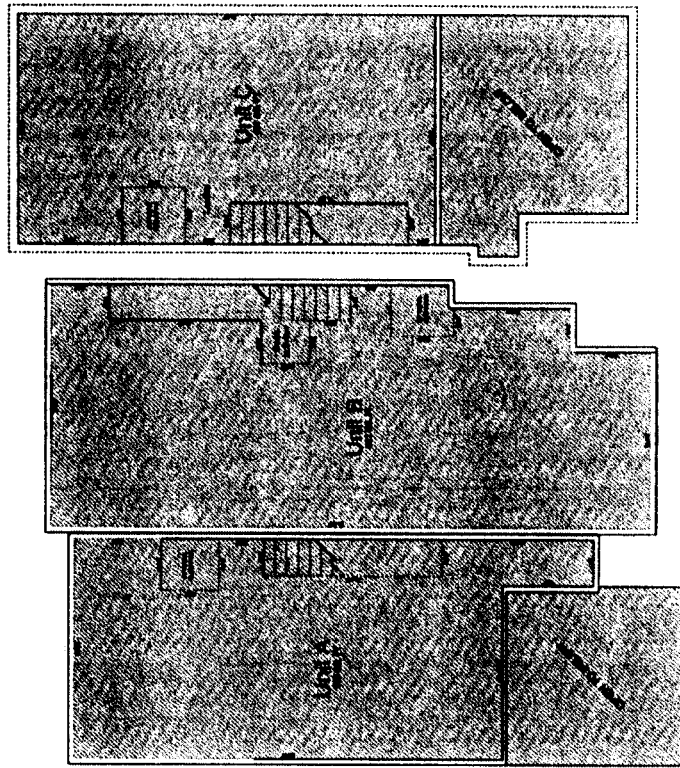
RECEIVED
SEP 22 2005
PARK CITY
PLANNING DEPT.

PROJECT NO. 05-001
SHEET NO. 1 OF 1

DESIGNED BY
DRAWN BY
CHECKED BY
DATE



PARK PLACE AT CRESCENT TRAM CONDOMINIUMS



UPPER LEVEL PLAN SCALE 1/8" = 1'

	WALLS
	DOORS
	STAIRS

PARK CITY
PLANNING DEPT.

PROJECT: PARK PLACE AT CRESCENT TRAM CONDOMINIUMS
 PREPARED BY: [Signature]
 DATE: [Date]
 SCALE: 1/8" = 1'



City Council Staff Report

PARK CITY

1881

Author:	David Maloney	
Applicant:	Jonathan DeGray on behalf of Army Rusten	PLANNING DEPARTMENT
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)	

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:

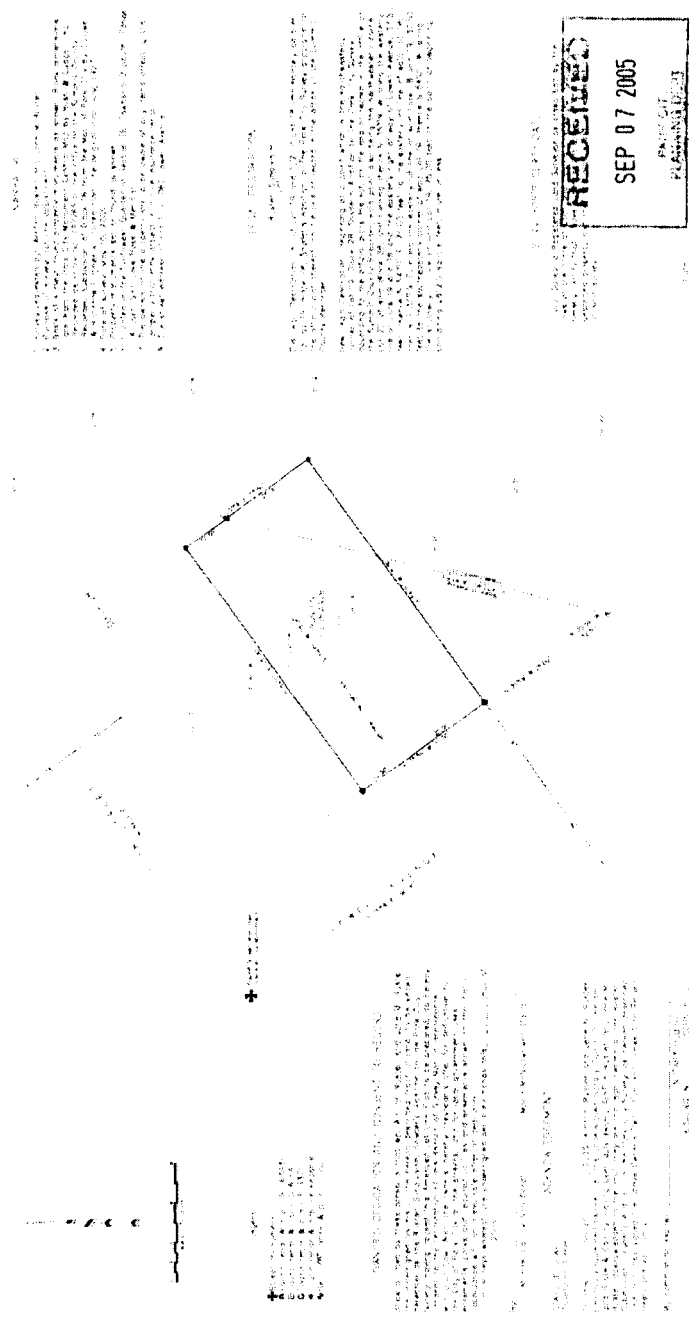
1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. No building permits shall be issued prior to the final recordation of the plat 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 $\frac{1}{2}$ 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.

Exhibit A – Proposed Plat Amendment

Pastor Subdivision An Amended Lot Line Plat in Block 28, Snyder's Addition to the Park City Survey



RECEIVED
SEP 07 2005
PLANNING DEPT

PLANNING DEPARTMENT
CITY OF PARK CITY
100 WEST MAIN STREET, SUITE 200
PARK CITY, UTAH 84301
PHONE: (435) 263-1234
FAX: (435) 263-1235
WWW.PARKCITY.UTAH.GOV

City Council Staff Report



Author: David Maloney
Applicant: Brian Brassey on behalf of Roland & Terri Sturm
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

PLANNING DEPARTMENT

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:

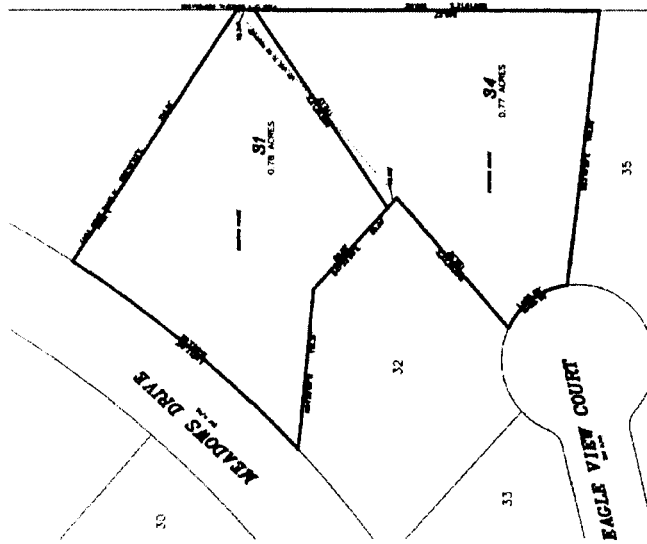
1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. No building permits shall be issued prior to the final recordation of the plat 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.

**A LOT LINE ADJUSTMENT
LOTS 31 AND 34**

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



SEP 02 2005

[illegible]

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 NoMeI 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 written 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 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

Fee Estimate Holidays on Main November 25 - December 17, 2005		Special Events Department PO Box 1480 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