PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 26, 2006

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 19, 2006.

Work Session – City Council Chambers
3:00 p.m. Council questions/comments
3:15 p.m. Economic development grant update – Center for Applied Media
3:30 p.m. Joint Venture update - Bob Kollar
3:45 p.m. Transportation strategic plan
4:15 p.m. Water transport study
4:45 p.m. RAB update
5:30 p.m. Review of regular meeting
- Outdoor display of art

5:50 p.m. Break

Regular Meeting – City Council Chambers
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

Summit and Wasatch Counties Domestic Violence Coalition update – Tina Kohfield and Christina Sally

IV WORK SESSION NOTES OF MEETING OF OCTOBER 12, 2006

V CONSENT AGENDA PUBLIC HEARING

1. Ordinance approving the Powder Hound Condominium Record of Survey Plat, located at 685 Rossi Hill Drive, Park City, Utah

2. Ordinance approving the Paintbrush Homes Phase 2, Units 8 and 9, Condominium Record of Survey Plat, Park City, Utah

3. Ordinance approving the 1031 Woodside Avenue Subdivision combining all of Lot 8 and half of Lot 9 Block 9, of the Snyder's Addition to the Park City Survey, located at 1031 Woodside Avenue, Park City, Utah

4. Ordinance to create the 352 Main Street Plat combining all of Lot 13 and all of the First Amended 350 ½ Main Street Subdivision into one lot of record located at 352 Main Street, Park City, Utah

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4. Ordinance to create the 352 Main Street Plat combining all of Lot 13 and all of the First Amended 350 ½ Main Street Subdivision into one lot of record located at 352 Main Street, Park City, Utah

5. Authorization to enter into a Cooperative Agreement with UDOT, in a form approved by the City Attorney, for a matching grant in the amount of $115,500 to construct a sidewalk along Kearns Boulevard

VII NEW BUSINESS

1. Award of contract to Landmark Design, in a form approved by the City Attorney, for a walk-able/bike-able community study in an amount not to exceed $122,270

2. Request to display outdoor art on City property – Park City Museum

VIII ADJOURNMENT

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

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

Posted: 10/23/06
See: www.parkcity.org

T E N T A T I V E

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 2, 2006

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, November 2, 2006.

Closed Session – City Council Chambers
2:00 p.m. Property, personnel, and litigation

Work Session – City Council Chambers
3:30 p.m. Council questions/comments
3:40 p.m. Parking management review
4:10 p.m. Short range transit development plan alternative update
4:30 p.m. Traffic issues:

1. Traffic management in the Deer Valley Drive roundabout this winter
2. Meadows Drive at SR224 – traffic signal, roundabout, and speed limits
3. Resort traffic management
4. Status of Lucky John Drive school campus drop-off
5. 3-way Stop at Monitor Drive/Lucky John Drive
6. Stock Building Supply's request to close 248 to move an existing structure out to Wasatch County
7. Traffic Calming Policies
8. SR248 Corridor Preservation Agreement with UDOT
9. Additional *Engine Brake Control Signs* on state highways
10. Traffic engineer position
    - Public input

5:50 p.m. Break

Regular Meeting – City Council Chambers
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Oath of Office - Police Officer Nichole Baldwin

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

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF OCTOBER 19, 2006

IV RESIGNATIONS AND APPOINTMENTS

Appointment of member(s) to the Historic Preservation Board for terms expiring July 2009

V CONSENT AGENDA PUBLIC HEARING

MFL – Strike the Motherlode and street closure

VI CONSENT AGENDA

MFL – Strike the Motherlode and street closure

VII ADJOURNMENT

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

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

Posted: 10/16/06
See: www.parkcity.org

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

November 2006

9 Park City Cemetery – work – 20 minutes
Snow removal - work
Briefing on parking regulations and event parking permits for Sundance – Fall 2006
Sundance exterior festival lighting proposal - work
MFL - Park *Silly* Sunday Market and street closure - work
General Plan amendments - work
Ordinance – 550 Deer Valley Loop condominium conversion – Robin
Ordinance – 1243 Empire Avenue condominium conversion – Ray
Ordinance – Crescent Ridge condominium record of survey amendment – Jon
Ordinance – LMC Chapter 2 - Kirsten

16 Quarterly goal update
Canvass of special open space bond election
Bernolfro Annexation

23 **No meeting**

30

December 2006

7

14 Acceptance of audit report

21

28

January 2007

4

11

18

25

February 2007

1

8

15

22

March 2007

1

8

15

22

29

Pending Items:
MOU between Park City and Summit County for Animal Control Services
General Plan amendments
Talisker Development Agreement
IT support discussion
562 Main Street façade easement
Air quality discussion
Brewpub lease assignment – RDA
Regional bus service SLC

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 12, 2006

Present: **Mayor Dana Williams; Council members, Marianne Cone; Candace Erickson; Roger Harlan; Jim Hier; and Joe Kernan**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Patrick Putt, Planning Director; Brooks Robinson, Planner;

Bruce Erickson, Stantec consultant; Mandy Scully, David Smith, Esq. and Doug Clyde, agent, Talisker Corp; Jenny Smith and Cary Curtis, Esq., PCMC; Cheryl Fox, Summit Lands Conservancy (SLC)

1. **Council questions and comments.** Council members spoke about the success of local activities and special events over the weekend including the Fall Fest, the Hazmat Collection, Har Shalom ground-breaking, opening of Squatters, and Showdown on Main. Renewable energy was highlighted, including a tour of solar homes. Marianne Cone spoke about her husband's experience riding the bus last week where a bus driver returned lost property to a passenger, noting that our drivers are very helpful. Joe Kernan disclosed that he has recycling customers in the Rail-Central Project.

The Mayor advised that he received a letter from the Sierra Club, sent to mayors throughout the state, concerned about Rocky Mountain Power's five-year energy plan, including three new coal plants and no renewable energy initiative. He personally felt that this approach is inconsistent with the Blue Sky Program and with Council's permission, will express his opinion to Rocky Mountain Power. Mayor Williams explained the option of using sonar equipment to test wind which is more efficient than an anemometer because it is able to measure at any altitude. He received a call commending Nick Kingery's professionalism in handling an incident at PCMR.

Mark Harrington clarified that a number of parties have coordinated with the Legal Department in appropriately handling disclosures for the General Plan discussion, specifically Bruce Erickson's position as consultant from the firm Stantec and his wife, Candace, as a City Council member. He explained that there was an open bidding process where Stantec was the only bidder and selected. Also, Planning Commissioner Charlie Wintzer and his wife Mary are property owners in the Bonanza area and contacted his office about participation in the process. Mr. Harrington emphasized that this is a legislative matter and General Plan amendments are broad policy statements. Additionally, the Ethics Code also allows participation by officials, like any other citizen, in discussions once appropriate disclosures are made. Candace Erickson disclosed her husband's involvement as a consultant.

2. General Plan amendments – Park/Bonanza Project Area. Patrick Putt stated that the General Plan is examined every year for modifications and updates. Last year, the Quinns Junction Area and the Park/Bonanza District were identified and the latter was the focus of staff. Over the last year, staff has not received applications for CUPs or MPDs in the neighborhood but will in the future. He emphasized that staff is now in the position of being proactive by being able to provide clear direction for the neighborhood in the future. Change is inevitable but growth is not; change is good but growth with traffic implications is not good. The area is bounded by Kearns Boulevard, Park Avenue, Deer Valley Drive, and Bonanza Drive. Since March 2006 a number of public meetings and joint sessions with Council and the Planning Commission have been held and this work session is held for discussion purposes. Some policy questions include managing traffic and transportation, pedestrian enhancements and connections, sprawl at Quinns and Kimball Junctions, and mixed land uses. He pointed out the *bullet list* included in the meeting packets which staff would like discussed by Council members and next week a public hearing will be held. Planning Commission members indicated an interest for Council to remand the General Plan back as the annual review will occur the second week in November. The Mayor felt it appropriate to forward final draft language on the element to the Planning Commission.

Consultant Bruce Erickson explained that there are six major issues which Council will be asked to prioritize. He explained that there is no right or wrong decisions outlined in the General Plan because of its nature. There are better and worse solutions, i.e., allow Park/Bonanza District to remain as it is. There are issue statements and Mr. Erickson discussed the undeveloped commercial and housing opportunities at Kimball and Quinns Junctions. Those two areas have the potential of degrading the quality of life in town and Park City's tourism economy, which is the *problem on the table* for these areas. The Planning Commission expressed that to a large degree, the Park Bonanza Area's issue is not land use planning, but traffic and transportation. He proceeded with a slide presentation beginning on transportation in the study area. One key policy recommendation is not to expand Bonanza to four lanes. The Planning Commission contemplated the timing of conducting a comprehensive transportation plan and felt it should be done sooner than later. The General Plan would be the program under which the transportation study is measured. The second issue was height in the District. He stated that the goal was providing planning flexibility to encourage public benefits in exchange for height and the initial proposal identified 50 feet which raised comments and concerns, including protecting mountain views. Differing opinions point out that reducing or limiting height reduces the potential for redevelopment, prompts sprawl and encourages tenancy at Kimball Junction. The Planning Commission, by split decision, ended up recommending 45 feet. The planning team concurs with the Commissions' recommendation and he asked at what level the Council envisions providing incentives for redevelopment efforts. Another consideration is using height to achieve additional frontage protection along Bonanza Avenue.

There was significant dialog on the mix of tenants and the Planning Commission initially preferred 60% national and 40% local retail and this are shouldn't compete with Main Street. After significant public comment, it was agreed to discourage national retail in the area and to some degree it's almost impossible to determine what national retail is or to control future tenants. There is a recommendation for a maximum of 10,000 square feet per tenant which is similar to the size of Jan's and Cole Sports. A corollary issue would be if a retailer like Rite-Aid at 35,000 square feet desires to redevelop the building, would the tenants be limited to 10,000 square feet. The public is very concerned about the District's relationship to Main Street. He addressed circulation and walk-ability and one conclusion from the Planning Commission was that Iron Horse is an excellent walking experience and should be emulated throughout the District. Mr. Erickson asked again that Council prioritize the issues.

In response to a question from Marianne Cone, Patrick Putt explained that there is a 30 foot frontage protection zone applied to two borders of the District prohibiting any sort of building and from the 30 feet to 100 feet area, a conditional use permit is required for construction. Within the 100 foot perimeter, staff is recommending not allowing consideration of additional height. Roger Harlan expressed concerns about maintaining services and shopping within the City and losing tenants because of regulations. Bruce Erickson responded that tenants will be drawn to an attractive project with parking, etc. Another approach is providing a range of housing opportunities in the District, but not specifically affordable housing. He felt that Bonanza will provide an option for smaller businesses that can't afford Main Street rents. Creating a location that draws people is attainable by providing open space, height controls and combined parking. It is also a place for people to live. Mr. Putt acknowledged *big-box* commercial at Kimball Junction and felt that this study area would present an opportunity for incubator retail. If these shops are attractive to locals, they will also appeal to visitors. Bruce Erickson relayed that the current mix of businesses in the District should be encouraged. In response to a question from Jim Hier, the Planning Director stated that Holiday Village Apartments are included in the area.

Using Rite-Aid as an example, Joe Kernan feared that the 10,000 square foot limitation associated with redevelopment would discourage remodels of old commercial stock. Jim Hier indicated that there is nothing in the General Plan prohibiting rehabilitating exteriors. However, if the plan is to tear the existing structure down and build something new, criteria in this element would apply. Candace Erickson explained that Rite-Aid could change its façade at any time and continue to operate as a drug store. Tom Bakaly brought up a policy point and asked if Rite-Aid tore down the building, would 20,000 square feet be grandfathered or would the new building be subject to the 10,000 square foot limitation. Mark Harrington understood Mr. Kernan's comments to be taking the General Plan further by discouraging remodels for spaces larger than 10,000 square feet so that redevelopment results in smaller structures. Jim Hier felt that owners should be allowed to redevelop to the same size but not to create a larger development. Bruce Erickson pointed out that there is an exception for grocery stores, theaters, etc. The Mayor expressed his reluctance to allow the same square footage with redevelopment if the use has changed. With regard to Mr. Kernan's comments, Mark Harrington interjected that the City is governed by state law and City codes regarding rights for non-conforming uses and structures, which would allow remodels in the event of a catastrophe. The City probably could not further limit those rights without pursuing significant changes to our code and perhaps state legislation. He emphasized that redevelopment triggers new development. Jim Hier distinguished that the 10,000 square feet applies to tenant size not building size. Candace Erickson pointed out that 10,000 square feet is actually too small for Jan's and/or Cole Sports, which are considered small businesses. Limiting size is an important consideration and 10,000 square feet is not that large. Joe Kernan felt there should be incentives to encourage good redevelopment and specifically mentioned the benefit of open space and plazas. Patrick Putt stated that the intent was not to over-regulate, but there was a recognition that successful redevelopment will most likely have a mix of tenant and building sizes. The proposal does not limit opportunities for larger anchor tenants in a redevelopment area because there is associated viability with that business. There is a MPD process available to evaluate applications to meet criteria of the General Plan. Mr. Kernan felt that it is more advantageous to provide some flexibility for better results.

Mayor Williams felt it would be beneficial to revisit each talking point to provide adequate direction. He added that a traffic analysis is needed for the study area and Jim Hier stated he would like to explore eliminating truck traffic on Bonanza Drive. Members agreed and Mr. Harlan indicated his support in keeping Bonanza two lanes. There was discussion about Council already committing funds to a traffic study. The Mayor agreed with the 45 foot limit and added that in his opinion private decks for restaurants don't constitute open space. There was discussion about 45 feet translating into a four story building and ground floor configurations with mezzanines. Bruce Erickson noted the language in the draft discouraging offices on the street level. Marianne Cone felt that additional height should not be considered for providing affordable housing; consideration should be given to tangible and visible elements. Candace Erickson pointed out that height is not an issue for her because of the existing MPD process and was curious why the Park/Bonanza Area is singled-out in the General Plan. If someone is willing to offer green open space, she may be inclined to favorably consider a 50 foot building, especially if it is stepped back and compatible. Bruce Erickson emphasized that the General Plan presents guidelines and not code requirements. Candace Erickson stated that she is not sure if 45 feet has to be included in the General Plan. Marianne Cone asked if there is support to include her suggestion about defining affordable housing requirements, but discussion ensued on height.

The Mayor pointed out that he is open to considering additional height if meaningful open space is provided around the project. Candace Erickson agreed as long as the setbacks are met and snow storage is provided so sidewalks are clear. In response to a question from Joe Kernan about defining a height limitation, Mr. Erickson explained that there are technical arguments supporting 50 feet but the Planning Commission dropped it to 45 feet, which is consistent with the highest zoning height allowed in town. The Mayor again referred to patios for outdoor dining which is an economic improvement for the business. Mr. Erickson explained credits for open space. Outdoor decks are included in the calculation of the percentage of open space in a project and *public open space* is the type considered for height exceptions. The open space base line for redevelopment is 30%. Tom Bakaly interjected that a public hearing on the General Plan will be held next week. Jim Hier stated that he is comfortable with remanding the draft to the Planning Commission to determine an appropriate height limit and to also examine the 10,000 square foot limitation. He suggested creating a matrix to illustrate the percentage of types of businesses within a range so that leaseable space and tenant mix can be somewhat controlled by the City. With regard to the request for Council to decide on the location of bus stops, Council member Hier added that this would be difficult to identify for the area at this time. He further clarified that he felt the wording should be broader, indicating that they will be placed appropriately taking into consideration the walk-ability study.

Candace Erickson indicated that she favors the matrix idea, referred to the 60/40 tenant mix, and asked if it is calculated by square footage, building, etc. She felt that 60% local should be the minimum. The Mayor stated that he has liked what Centura has done so far. With regard to green building credit, he felt the LEEDS program is too expensive to be practically applied when there are other avenues to more economically accomplish green building.

<u>Amendment to Talisker/United Park City Mines Company (UPCM) /Park City Mountain Resort (PMMR) Annexation and Amended Empire Pass/Flagstaff Development Agreement</u> – Planner Brooks Robinson stated that the Planning Commission forwarded a positive recommendation on September 27, 2006 approved by a 5:2 vote. In July 2005, Talisker proposed that the Montage Hotel be located at the Pod B-2 site within Empire Pass. The Montage is a world-class hotel but would exceed the allowable unit equivalents available through the development of Empire Pass. The proposal is to place a conservation easement on PCMR's ski lease areas, owned by UPCM but except out some development areas at White Pine, The Canyons, The Colony Phase 5, and the Silver King Mine site on King Road. This proposal was not particularly acceptable to the City because of additional density at the Silver King mine site.

The applicant returned with a proposed annexation of the entire area, including the conservation easement and removing the development at Silver King. The City Council accepted the annexation petition and the task force met earlier this year and forwarded recommendations to the Planning Commission after a joint work session was held with the Council and the Commission. The task force recommendations are included in the packet. Mr. Robinson noted that there was a significant amount of deliberation by the Commission, staff and the public on this proposal which differs somewhat from the recommendations of the task force. Principally, the difference is providing protection of open space by deed restriction rather than a conservation easement because of the lease with PCMR which is effective for another 45 years. He pointed out the benefits of having PCMR properties annexed within the City; currently only the base is located within the City's boundaries. The deed restriction before Council prohibits any residential or commercial development in the annexed area which was the intent of the conservation easement. Mr. Robinson addressed the benefit of having a park and ride facility. The land will be dedicated to the City and built by another party. There is additional affordable housing provided as well as economic benefits associated with the Montage Hotel.

Mr. Robinson requested that Council provide direction on the conservation easement versus a deed restriction. Mr. Robinson explained that a conservation easement conserves land values and allows specified uses while deed restrictions allow everything, with prohibitions, and in this case, it is residential and lodging uses. PCMR's biggest issue is not having third-party oversight of its mountain operations. The deed restriction would be between the City and the annexed property would be subject to City regulations. The deed restriction could only be overturned with a super majority of the Council and put to a vote of the people. He discussed the scope of development at Pinecone Ridge. The deed restriction allows the implementation of the mountain upgrade currently approved by the City, but the development agreement may have to be amended in consideration of Talisker's proposal. The LMC requires certain on-mountain improvements to go through a CUP process. As a compromise, it was decided that projects within the mountain upgrade plan can be approved administratively, except for projects over 5,000 square feet, including additions to existing restaurants, new restaurants or lodges, or the King Road maintenance shop. A forest management will be prepared by PCMR and reviewed by the City before any glading is approved.

Mr. Robinson pointed out the information distributed to Council provided by Summit Lands Conservancy (SLC) outlining distinctions between a conservation easement and deed restrictions. Talisker agreed to commit $10,000 toward a feasibility study addressing a gondola and the Commission acknowledged that both resorts would benefit. The Planning Commission specified that the dedication of 30 acres at Richardsons Flats for the construction of a 750 space parking lot and the access road could be phased and the developer would still maintain all environmental liability. The City would construct recreation facilities as deemed appropriate in the future and Richardsons Flats would be deed restricted to open space, recreation and the park and ride. The City has agreed to maintain the park and ride lot once constructed and accepted. The lot is intended for use by Montage employees and for special events and there is an offer of an additional 20 affordable housing unit equivalents. Members of Council decided to focus on the use of a deed restriction versus conservation easement. Candace Erickson understood prior direction to be that Talisker and PCMR arrive at a mutual workable agreement. Jim Hier believed direction to be more specifically characterized as agreeing on a conservation easement. The City Manager explained that this session is for discussion purposes; a public hearing will be held next week.

David Smith, attorney for Talisker, emphasized that a conservation easement was the original objective which wasn't achievable but they have made great progress with regard to consensus of utilizing a deed restriction. The content of a conservation easement and a deed restriction emanate from the same federal regulation and the associated protections emanate from the same state statute. In Utah, protections achieved are fundamentally the same. Cary Curtis, attorney for PCMC, agreed and relayed that the state statute literally codifies restrictive covenants and creates equivalency between a conservation easement and a deed restriction. From PCMC's perspective, Mr. Curtis continued that they are willing to cooperate as long as the 90 year lease is not compromised. Placing a third party with approval rights for mountain operations is not acceptable. PCMR is already subject to the City's regulations and is comfortable with that, which is not the case with Summit Lands Conservancy's role. There is no economic incentive to amend the lease.

Jenny Smith, PCMR, stated that there are three issues of concern; the insertion of a third party into the lease, increased costs, and process issues. The deed restriction suits their needs because there is no third party involved. This is acceptable but increased costs need to be addressed. Mayor Williams believed that SLC's purview is not really geared toward mountain operations and expressed his disappointment about not proceeding with a conservation easement. Ms. Smith emphasized that the bottom line is the third-party intervention and the Mayor suggested that the City be the third party. Ms. Smith explained that if PCMC becomes a part to the conservation easement it results in amending the lease and the resort is subject to City regulation already. Mr. Curtis added that it's possible but the lease was executed in 1966 and allows *anything* on the mountain, excluding residential improvements. Guidance from the City on zoning matters is acceptable but not a third party conservation group interpreting the lease or mountain operations.

Candace Erickson explained that as a member of the task force, discussions focused on a conservation easement because that was the only mechanism offered at that point. Her main concern was removing residential uses on the mountain and she doesn't care how that is accomplished. Debating a conservation easement is a matter of semantics. The Mayor acknowledged that the language in the deed restriction is as binding as a conservation easement and achieves the same objectives. Jim Hier requested that Council members be provided a draft of the deed restriction.

Cheryl Fox, SLC, stated that they objected to the conservation easement drafted in May but the lease was not included as an attachment. The conservation easement was unclear with regard to permitted construction and SLC felt it was too broad because they didn't have all of the information. This week, she met with PCMR, and received the information and she feels that the conservation easement can be tailored so it is more specific. They have no desire to be in the business of running a ski resort, and would not need to be contacted with regard to 99% of requested improvements. Marianne Cone referred to the staff report assigning *public benefit* consideration by courts for conservation easements only and not deed restrictions. Cheryl Fox noted that conservation easements are designed to meet the shortfalls of deed restrictions. Brooks Robinson clarified for the benefit of Jim Hier, that the Planning Commission was aware of conflicts between SLC and PCMC, but didn't review a draft of the conservation easement.

In response to comments made by Marianne Cone, David Smith clarified that the terms of a deed restriction or conservation easement are specific in terms of defining their intent. State statue governs protections, enforceability, permanency, and viability and is the same for both, according equal stature under the legislation. Candace Erickson expressed her concern with regard to *public benefit* and doesn't understand how a conservation easement accomplishes public benefit. This is still private land without public access and there are no additional revenues coming to the City. Cheryl Fox explained that the open space is the public benefit traded for additional density at the Montage. Ms. Erickson pointed out the unusual application of a conservation easement in this instance where there typically is a monetary exchange. The key issues of requiring a conservation easement are not convincing, in her opinion. Mayor Williams expressed his disappointment with not having a conservation easement before Council. Cary Curtis explained that the concept they have worked toward with Talisker is not compromising PCMR's entitlements under the current lease. At time of the termination of the lease, all conservation values apply. The City is getting something; perpetuity of restrictions currently not in effect, after the termination of the lease.

Jim Hier suggested the possibility of looking at all of the property and regulating it under both a conservation easement and under a deed restriction. Mr. Curtis discussed defining pod areas on the mountain, suggested by City staff. The problem with that approach is not being able to plan for future possibilities, i.e., interconnect with The Canyons which is impossible to predict. Brooks Robinson pointed out that most of the mountain is ski terrain. There was discussion about using the CUP process for glading and Ms. Fox explained that the resort would not have to go through them because clearing trees is considered a basic operation. Mr. Hier felt the conservation easement could be more specific with regard to mountain operations. Jenny Smith expressed that they did consider that option, but the issue is still carving up PCMR's leased land. She understood after her meeting with Ms. Fox, that PCMR still has to receive permission from SLC regardless. Ms. Fox clarified that they just need to be notified by the land owner and SLC wouldn't infringe on reserved rights. Ms. Smith responded that the resort doesn't have to notify anyone currently. Carey Curtis expressed confusion about ensuring protection of recreation open space values when the property is protected by ROS zoning, and regulated by the City who provides for a public process. He questioned SLC's assignment of authority and Ms. Fox indicated that zoning can be changed. Mr. Curtis emphasized that this is not PCMR's application. Ms. Smith indicated her concern with PCMR living up to someone else's promises.

Mark Harrington believed that there was never a *meeting of the minds* about the definition of a conservation easement. He explained that a conservation easement can be less restrictive than a deed restriction. At the Planning Commission level, he discussed the different expectations of all parties involved, including Talisker, PCMR, SLC, PCMC and the public and the importance of getting parties closer to the same understanding. There was an effort to create pods which wasn't feasible and as a last resort, a deed restriction was drafted which may evolve during an MPD process. Jim Hier stated that he doesn't believe this is PCMR's problem and is not prepared to make a decision on a conservation easement.

Marianne Cone asked if there are differences in federal and state law, and Mr. Harrington explained that there is no standard difference because there is no legal definition of either. Both deed restrictions and conservation easements are contracts, outlining what the parties agree to, and differences depend on what objectives are being met, i.e., tax code conservation exemptions. In a court of law, conservation easements favor the definition of conservation over reserved uses while a deed restriction is the opposite. The prohibited uses are all that is not allowed and if it is not clear, then the right goes to the underlying property owner. On a federal level, conservation easements need to meet IRS regulations and can only be terminated by judicial decree while Utah Code allows a conservation easement to be terminated at any time by agreement of the parties.

In response to comments made by Roger Harlan, Doug Clyde explained that during task force discussions, it was clear that Talisker was offering to remove the residential density from the mountain resort. Conservation may have been the term used but the deed restriction delivers what was expected. Mayor Williams strongly disagreed and felt that to lessen the importance of providing a conservation easement is offensive. Candace Erickson disagreed with the Mayor's comments and pointed out that her goal was to remove residential development under whatever mechanism worked and she doesn't find not using a conservation easement *offensive*. Mandy Scully acknowledged that Talisker used the term *conservation easement* but understood that it would be unique because it has to meet PCMR's needs. The conservation easement was acceptable to the resort and a deed restriction seemed to be the best solution for all parties. The Mayor was not convinced that a conservation easement can not be achieved. There was discussion about the Council considering the information presented tonight before the public hearing next week.

Joe Kernan referred to the gondola study and suggested that this may our last opportunity to consider a gondola without financial support from Talisker. He asked if a $15 million dollar gondola project would unfairly burden Talisker and how maintenance costs will be covered. In 2001, the estimate was $10 million to construct a gondola and the cost per square for construction is not consistent with the market because values have significantly grown. A gondola is a community benefit agreed to in 1999 in exchange for transferring units from less valuable and/or more expensive areas to develop in Iron Canyon and Richardson Flats. Now, Council is considering 80 more units from PCMR, which he estimated the value to be $144 million. He addressed maintenance responsibilities which could be shared by the City if it is adequately used by residents and visitors to make it worthwhile. He discussed potential impacts of a gondola on Old Town residents; there may be an opportunity to formulate other desired amenities closer to the value of $15 million if its viability is studied.

The Mayor expressed concerns about the recommendation that administrative approvals can be made for buildings over 5,000 square feet and eliminating the public process, and the City Attorney explained that the Council can call-up any final action by the Planning Commission or the planning staff. Jim Hier asked about the process for the mountain upgrade plan and Brooks Robinson stated that once the property is annexed, the City would apply the current Code. Ski-related accessory buildings less than 600 square feet are currently processed administratively and anything greater than 600 square feet would require a CUP process. The City Attorney advised that an amendment to the mountain upgrade plan would result in an amendment to the 1998

MPD, accompanied with a pre-application meeting. Marianne Cone still expressed concerns about traffic impacts, including the effectiveness of a gondola and the hotel's shuttles. Doug Clyde explained the plan for rider-ship as it relates to the composition of the fleet and peak hours and level of service is referenced in the development agreement. Jim Hier requested a provision formalizing the timing for completion of the park and ride lot, whether it be bonding or associated with the Montage approval. The parking lot project should be conditioned and timing defined for subsequent development of future phases. Joe Kernan interjected that he would like to see more amenities afforded to Old Town because of the effects of density transfers and Marianne Cone stated that she would like to see a different traffic plan, perhaps routing traffic on Royal Street, because of significant impacts on Marsac Avenue. There should be a finite traffic limit determined for Marsac Avenue and there was discussion on UDOT's involvement on state owned roadways. Jim Hier believed that truck traffic primarily exists during the construction stage and there is a plan for transporting guests and employees. Roger Harlan suggested procuring an additional trolley. Candace Erickson discussed the $1 million provided to the City for traffic mitigation efforts.

Jim Hier stated that he would like to see justification for increasing square footage for the restaurant from 7,000 to 10,000. The frequency of the trolley was discussed and Joe Kernan felt that an additional trolley would be an amenity to Old Town. A public hearing will be held next week.

Prepared by Janet M. Scott, City Recorder

JOINT VENTURE UPDATE – Bob Kollar

Special Events
Summary of Summer 2006 Activities

Destination Events:

- Triple Crown Softball World Series—Triple Crown increased the number of participating teams to 273 in 2006 from 240 in 2005. Economic impact increased to $6.85 million in 2006 from $5.39 million in 2005. The goal of the Chamber/Bureau/PCMC is to grow Triple Crown Softball World Series to 3 solid weeks of 100 teams/week.

- Ski Town Shoot Out—The Utah Lacrosse Association grew this event to 31 teams (including 22 from outside Utah) in 2006 from 15 teams (including 8 from outside Utah) in 2005. Feedback from participating teams was overwhelmingly positive and should produce increased participation next year as these teams return to their respective home states and share their Park City experience with the local lacrosse community. The goal of the Chamber/Bureau/PCMC is to continue to support the Utah Lacrosse Association in the growth of this event.

- Park City Extreme Cup—This boys soccer tournament experienced its first year of marketing to out-of-state teams and was able to produce a tournament field of almost 60 teams. Actual attendance figures for 2005 and 2006 tournaments have been requested but not yet received. The Chamber/Bureau/PCMC will work closely with the event organizers to attract out-of-state teams.

Community Events:

- A concerted effort is made in Park City to support events that provide an enhancement to the community in ways other than economic impact. As such, the Chamber/Bureau/PCMC supports the 4th of July Parade/Celebration/Fireworks; Mountain Town Stages Concert Series; and the Locals Concert Series at Deer Valley produced by the Park City Performing Arts Foundation.

Outreach:

- TEAMS (Travel, Events and Management in Sports) Conference and Expo (October 11-14 in Las Vegas, Nevada). This annual conference creates a marketplace for events rights holders to meet with CVBs, chambers of commerce, sports arenas, convention centers, and various other entities interested in hosting sporting events. The Utah Sports Commission secures a booth at TEAMS and asks chamber/bureaus from major destinations in Utah to provide representatives to participate. Those attending included representatives from CVBs in Park City, St. George, Provo, Davis County, Ogden, and the Salt Palace Convention Center in Salt Lake City. I met with over 100 events rights holders to discuss bid specifications, financial support, and potential dates for various events. The most promising discussions involved a girls' lacrosse tournament organizer; US Fencing; US Gymnastics; US Rugby (Park City will host the All Star Men & Women's 7s US Championships August 25-26, 2007); Police and Fire Games; Tri-America Triathlon Series; Teva Mountain Games; and Velo USA Cycling. I will continue the dialogue with these groups and provide updates as needed.

- NYC Cultural Media Event. The date, February 7, 2007, and the venue, Carnegie Hall, have been selected for this event which is being used to showcase Park City's arts & culture offerings before the arts & culture media. I am working with Kathy Hunter, Director of the Park City Summit County Arts Council, to bring the various arts & culture groups together to form a co-operative marketing plan. I will provide updates as needed.

Data:

- I have provided on the following page a spreadsheet showing a 2005 to 2006 comparison of two sets of data: visitor nights on a weekly and monthly basis with specific special events linked to their corresponding weeks on the calendar; and monthly city sales tax revenue data.

Visitor Night Data Comparison (2005 data to 2006 data)					City Sales Tax Revenue Comparison (2005 data to 2006 data)					
Date	**2006**	**2005**	**Change (%)**	**Special Events**	**Month**	**2006**	**2005**	**Change (%)**		
4/30 to 5/06	28,387	23,401	21.3							
5/07 to 5/13	30,155	25,785	16.9							
5/14 to 5/20	32,959	30,224	9.0							
5/21 to 5/27	36,120	31,002	16.5							
May	127,621	110,412	15.6		**May**	$433,092	$401,609	7.8		
5/28 to 6/03	36,814	38,736	-5.0							
6/04 to 6/10	41,622	43,581	-4.5							
6/11 to 6/17	49,308	52,650	-6.3	Ski Town Shoot Out (boys' lacrosse)						
6/18 to 6/24	54,730	56,497	-3.1	Wasatch Back Relay						
June	182,474	191,464	-4.7		**June**	$631,840	$683,701	-7.6		
6/25 to 7/01	59,286	65,215	-9.1							
7/02 to 7/08	74,715	70,698	5.7	NORBA; PC Food & Wine; DV Music Fest						
7/09 to 7/15	84,329	80,873	4.3	Triple Crown Softball						
7/16 to 7/22	82,123	80,126	3.7	Triple Crown Softball						
7/23 to 7/29	76,948	73,305	5.0	Triple Crown Softball						
July	378,401	370,217	2.2		**July**	$648,696	$481,930	34.6		
7/30 to 8/05	74,490	71,629	4.0	Kimball Arts Fest; PC Extreme Cup						
8/06 to 8/12	78,522	77,132	1.8	Mustang Round Up						
8/13 to 8/19	70,348	72,220	-2.6							
8/20 to 8/26	67,463	69,206	-2.5	Jazz Festival						
August	290,823	290,187	0.2		**August**		$582,907			

City Council
Staff Report

Author: Jerry W. Gibbs
Subject: SNYDERVILLE BASIN WATER TRANSPORT STUDY
Date: October 26, 2006
Type of Item: Informational

PUBLIC WORKS

Summary Recommendations:
Discuss Park City's next steps for water importation

Description:
Topic:
Snyderville Basin Water Transport Study

Background:
In February 2006, the U.S. Bureau of Reclamation (USBOR) completed the "Snyderville Basin Water Supply Study Special Report", a comprehensive evaluation of water needs within the Snyderville Basin. Major conclusions of USBOR Study were as follows:

- The projected 2050 water demand for the Basin is 28,600 acre-feet per year. This includes an identified need for 1,600 acre-feet per year for stream augmentation purposes.

- Full development of all local water supplies will result in a reliable supply of only 11,500 acre-feet per year. This includes up to 3,600 acre-feet per year of reuse water that the study assumes will be "developed by local entities" by the year 2050.

- To meet the projected annual deficit of 17,100 acre-feet, the USBOR Study recommends that water be imported into the Basin from the Lost Creek Canyon Pipeline Project (5,000 AF) and the East Canyon Pipeline Project (12,100 AF).

- To organize water importation, reuse, and, stream augmentation, the USBOR Study recommends there be "a coordinated effort to develop a Master Plan for the Snyderville Basin, including all water suppliers and local government entities in the basin".

The purpose of the Snyderville Basin Water Transport study is to begin development of a basin-wide "Master Plan" in accordance with USBOR's recommendation. The study focuses on the *infrastructure* needs within the Snyderville Basin so that imported water from the Lost Canyon Pipeline and East Canyon Pipeline can be distributed within the Basin. A conceptual level design is included for the Mountain Regional Water Special Service District and Park City connection for delivering Rockport importation water to

Park City and the Summit Water Distribution Company and Park City emergency connection. The study was funded 75% from a 595 Program Grant from the Army Corp of Engineers and 25% local match split between Snyderville Basin Water Reclamation District (lead agency), Park City, Mountain Regional Water Special Service District and Weber Basin. In addition Summit Water Distribution Company, Summit County Service Area #3, High Valley Water Company, Gorgoza Mutual Water Company, Red Hawk Subdivision, Stagecoach Subdivision, and Community Water Company participated in the study discussions.

Culinary water supply and future demands were distributed among the various water agencies. Existing supply is shown to be 17,100 acre-feet short of projected demand (with reserve capacity). The shortfall will be met by additional water supply imported from the Lost Creek Canyon Pipeline and the East Canyon Pipeline Project in the amount of 5,000 and 12,100 acre-feet respectively.

Analysis:
Mike Luers, General Manager of the Snyderville Basin Water Reclamation District and representatives from Bowen and Collins will present their findings; outline the project needs and timing to meet the growth projections for the Basin.

Recommendation:
Discuss findings and discuss Park City's next steps for water importation

City Council
Staff Report

PLANNING
DEPARTMENT

Author: Brooks T. Robinson
Subject: Powder Hound Condominiums
Condominium Conversion
Date: October 26, 2006

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Powder Hound Condominiums condominium record of survey plat and approve the request based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Applicant	**Big Dump L.L.C.**
Location	**685 Rossi Hill Drive**
Zoning	**Residential Medium Density (RM) as part of a Master Planned Development (MPD)**
Adjacent Land Uses	**Residential**

Background

On June 30, 2006, the City received a completed application for the Powder Hound Condominium record of survey. The property is located at 685 Rossi Hill Drive in the Residential Medium Density (RM) zoning district. The proposed condominium is on lot 1 of the Snow Park subdivision. The proposed record of survey creates two condominium units in a duplex currently under construction.

The applicant wishes to create a condominium in order to separately sell the units.

The City amended the zoning for the Snow Park subdivision in 1991 (see Exhibit B). That action was to re-zone lots 1-5 of Snow Park from Residential Development (RD) to Residential Medium Density and create a Master Planned Development (RM-MPD). The Conditions of Approval pertinent to this application are:

1. A minimum of 60% open space, which may include the driveways.
2. A maximum Floor Area Ratio of 0.5 plus 500 square feet for each unit garage.
3. A minimum front setback of 25 feet.
4. Two enclosed off street parking spaces for each unit.
5. Design subject to Park City Design Guidelines.

The RM zone allows a duplex on lots with a minimum of 3,750 square feet.

The Planning Commission heard this application at its regular meeting of October 11, 2006, and forwards a positive recommendation.

Analysis

Lot 1 of the Snow Park subdivision is 0.357 acres or 15,551 square feet.

	Permitted	Proposed
Height	28’ (+5’ for pitched roof)	33’ with pitched roof
Front setback*	25’ from both legs of Rossi Hill Drive	25’
Rear setback*	10’	10’ to west
Side setbacks*	No side	No side
Lot size	3,750 square feet for a duplex	15,551 square feet
FAR	0.5 or 7,775.5 square feet	8,731.5 sf minus 1,000 sf for garages = 7,731.5 sf
Parking	Two per unit in garage	Two per unit in garage
Open Space	60% or 9,330 square feet	10,412 square feet.

* Per Section 15-4-17 of the LMC this is considered a lot with unusual configuration. The Planning Director has determined it has no side setbacks, two fronts (2 legs of Rossi Hill), and a rear yard to the west.

The two condominium units are 3,735.1 square feet (Unit A) and 4,996.4 square feet (Unit B) including the garages. The square footage over the 500 sf garage allowance is included in the square footage allotted to the unit. These two units total 8,731.5 square feet including the 1,000 square feet allowed for the two garages. Two parking spaces are provided for each unit. The units are under construction.

Staff finds good cause as the duplex and condominium record of survey are consistent with the typical residential pattern of development and ownership in the neighborhood.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Powder Hound condominium plat as conditioned or amended, or
- The City Council may deny the Powder Hound condominium plat and direct staff to make Findings for this decision, or

- The City Council may continue the discussion on the Powder Hound condominium plat.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The Units could not be separately sold.

Recommendation
Staff recommends the City Council hold a public hearing for the Powder Hound Condominiums condominium record of survey plat and approve the request based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance and record of survey
Exhibit B – November 8, 1991, rezone and master planned development

Ordinance No. 06-

AN ORDINANCE APPROVING THE POWDER HOUND CONDOMINIUM RECORD OF SURVEY PLAT, LOCATED AT 685 ROSSI HILL DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Powder Hound Condominiums, located on Lot 1 of the Snow Park subdivision, 685 Rossi Hill Drive, have petitioned the City Council for approval of the Powder Hound condominium record of survey; 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 11, 2006, to receive input on the Powder Hound condominium record of survey;

WHEREAS, the Planning Commission, on October 11, 2006, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 26, 2006 the City Council approved the Powder Hound condominium record of survey; and

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

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

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

Findings of Fact:

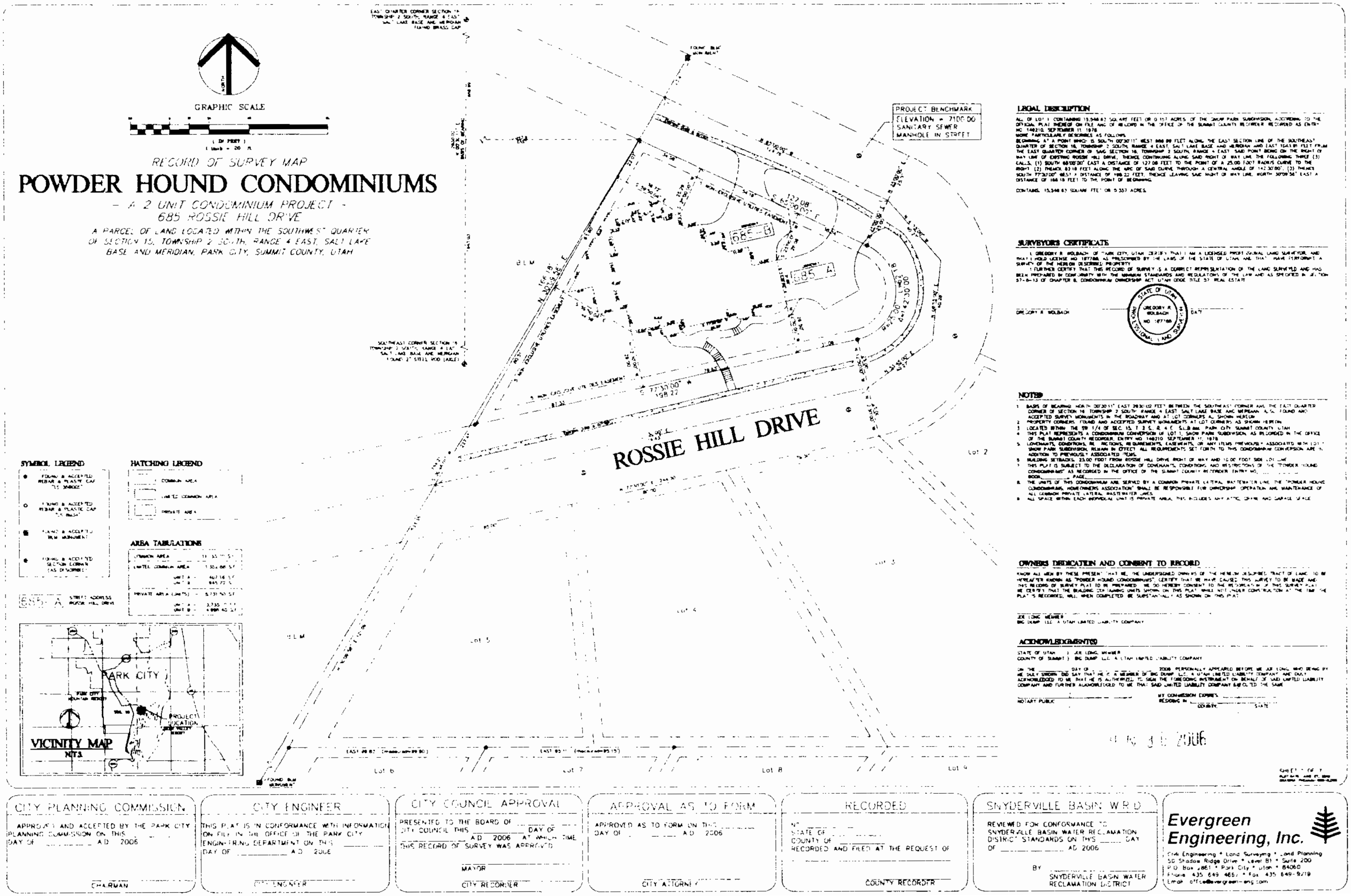
1. The Powder Hound condominium is located at 685 Rossi Hill Drive on lot 1 of the Snow Park subdivision.
2. The Snow Park subdivision is in the RM-MPD zoning district.
3. Lot 1 is 0.357 acres or 15,551 square feet in size.
4. A duplex is allowed in the RM zone provided the minimum lot size of 3,750 square feet is met.
5. The Conditions of Approval for the MPD requires a minimum of 60% open space, which may include the driveways. The proposed open space is 10,412 square feet which is greater than the 9,330 square feet required.
6. The Conditions of Approval for the MPD requires a maximum Floor Area Ratio of 0.5 plus 500 square feet for each unit garage. The proposed floor area is 7731.5 square

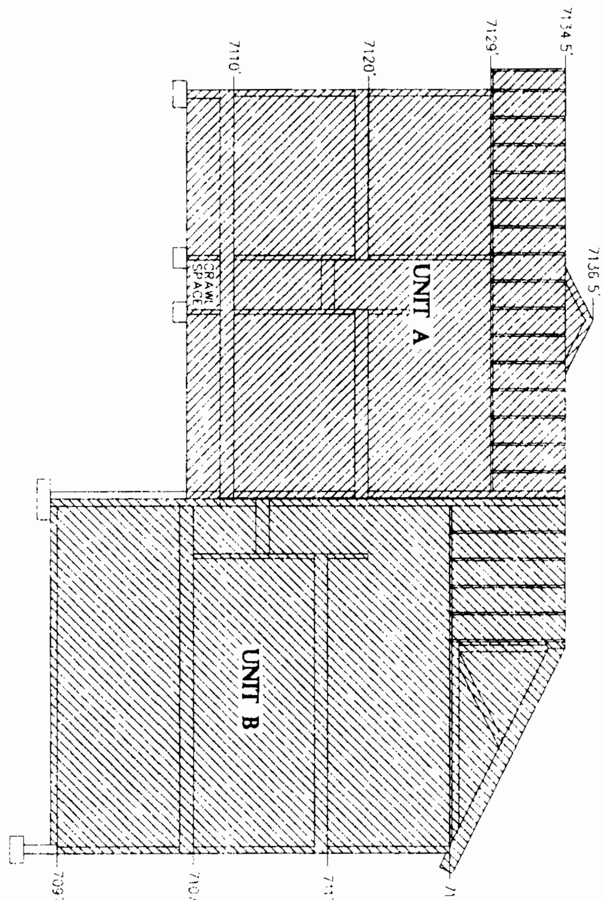
feet excluding the garage allowance and under the FAR maximum of 7,775.5 square feet.
7. The Conditions of Approval for the MPD requires a minimum front setback of 25 feet. This standard is met on both legs of Rossi Hill Drive.
8. The yard to the west has been determined by the Planning Director to be a rear yard and meets the 10 foot setback.
9. The Conditions of Approval for the MPD requires two enclosed off street parking spaces for each unit. Each garage can accommodate two parking spaces.
10. The project under construction has been reviewed under the Park City Design Guidelines.
11. The proposed is consistent with the approved Master Planned Development for Snow Park.
12. The two condominium units are 3,735.1 square feet (Unit A) and 4,996.4 square feet (Unit B) including the garages. The square footage over the 500 sf garage allowance is included in the square footage allotted to the unit. These two units total 8,731.5 square feet including the 1,000 square feet allowed for the two garages. Two parking spaces are provided for each unit. The units are under construction.
13. Two parking spaces are provided for each unit.
14. The building conforms to the 28+5 foot height requirement of the RM zone.
15. Per Section 15-4-17 of the LMC this is considered a lot with unusual configuration. The Planning Director has determined it has no side setbacks, two fronts (2 legs of Rossi Hill), and a rear yard to the west.

<u>Conclusions of Law:</u>
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.
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.

<u>Conditions of Approval:</u>
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, prior to recordation of the plat.
2. 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 plat will be void.
3. All conditions of approval of the Snow Park Master Planned Development, and the Snow Park subdivision plat shall continue to apply.

<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.


GRAPHIC SCALE
RECORD OF SURVEY MAP
POWDER HOUND CONDOMINIUMS
- A 2 UNIT CONDOMINIUM PROJECT -
685 ROSSIE HILL DRIVE
A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
PROJECT BENCHMARK
ELEVATION = 7100.00
SANITARY SEWER
MANHOLE IN STREET
ROSSIE HILL DRIVE
685-A
685-B
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
SYMBOL LEGEND
HATCHING LEGEND
AREA TABULATIONS
PARK CITY
VICINITY MAP
NTS
LEGAL DESCRIPTION
CONTAINS 15,544.63 SQUARE FEET OR 0.357 ACRES.
SURVEYORS CERTIFICATE
STATE OF UTAH
GREGORY R. WOLBACH
NO. 167788
GREGORY R. WOLBACH
DATE
NOTES
OWNERS DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGMENTS
NOTARY PUBLIC
CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ____ DAY OF ________ A.D. 2006
CHAIRMAN
CITY ENGINEER
THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS ____ DAY OF ________ A.D. 2006
CITY ENGINEER
CITY COUNCIL APPROVAL
PRESENTED TO THE BOARD OF ____ CITY COUNCIL THIS ____ DAY OF ________ A.D. 2006 AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED
MAYOR
CITY RECORDER
APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS ____ DAY OF ________ A.D. 2006
CITY ATTORNEY
RECORDED
STATE OF ____
COUNTY OF ____
RECORDED AND FILED AT THE REQUEST OF
COUNTY RECORDER
SNYDERVILLE BASIN W.R.D.
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF ________ A.D. 2006
BY
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
Evergreen Engineering, Inc.



CROSS SECTION C-7

SCALE 1/4"=1'-0"

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

JUN 30 2006

RECORDED

NO. ____
DATE ____
STATE OF ____
CITY OF ____
RECORDED AT THE REQUEST OF ____

FEES ____ CITY RECORDER

POWDER HOUND CONDOMINIUMS
UNITS A & B
BUILDING SECTION C-7

MR. JOE LONG | PHCOND-C7-R | 0522

DESIGNED BY KITTERMAN ASSOC. DRAWN BY CRW CHECKED BY CRW/AGM

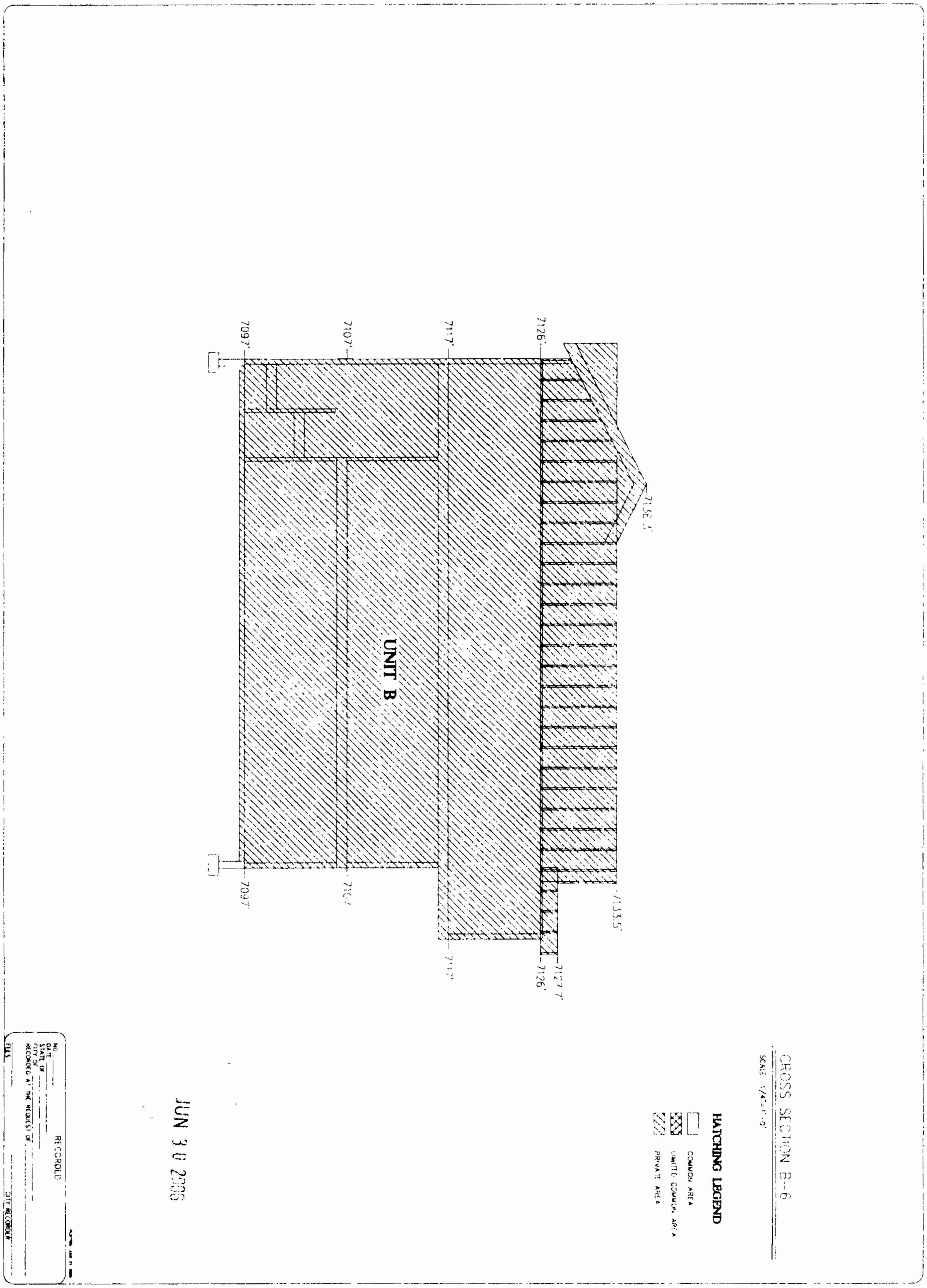
PROFESSIONAL LAND SURVEYOR — STATE OF UTAH

REVISIONS: DATE | BY | COMMENTS

© 2006 Evergreen Engineering, Inc.

Evergreen Engineering, Inc.

Civil Engineering * Land Surveying * Land Planning

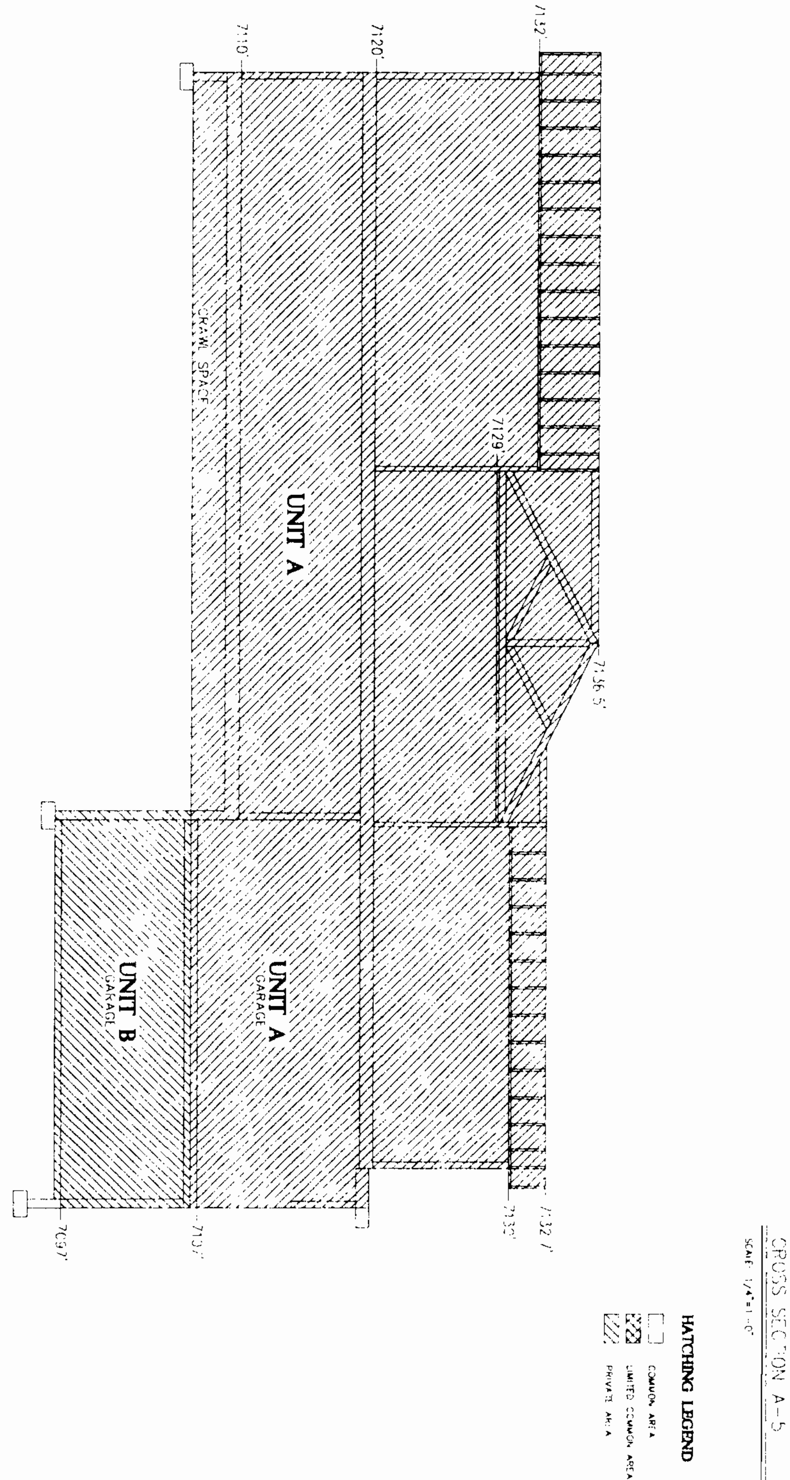


POWDER HOUND CONDOMINIUMS
UNITS A & B
BUILDING SECTION B-6

MR. JOE LONG | PHCOND-B6-R | 0522

KITTERMAN ASSOC. | CRW | CRW/ADM

Evergreen Engineering, Inc.



POWDER HOUND CONDOMINIUMS
UNITS A & B
BUILDING SECTION A-5

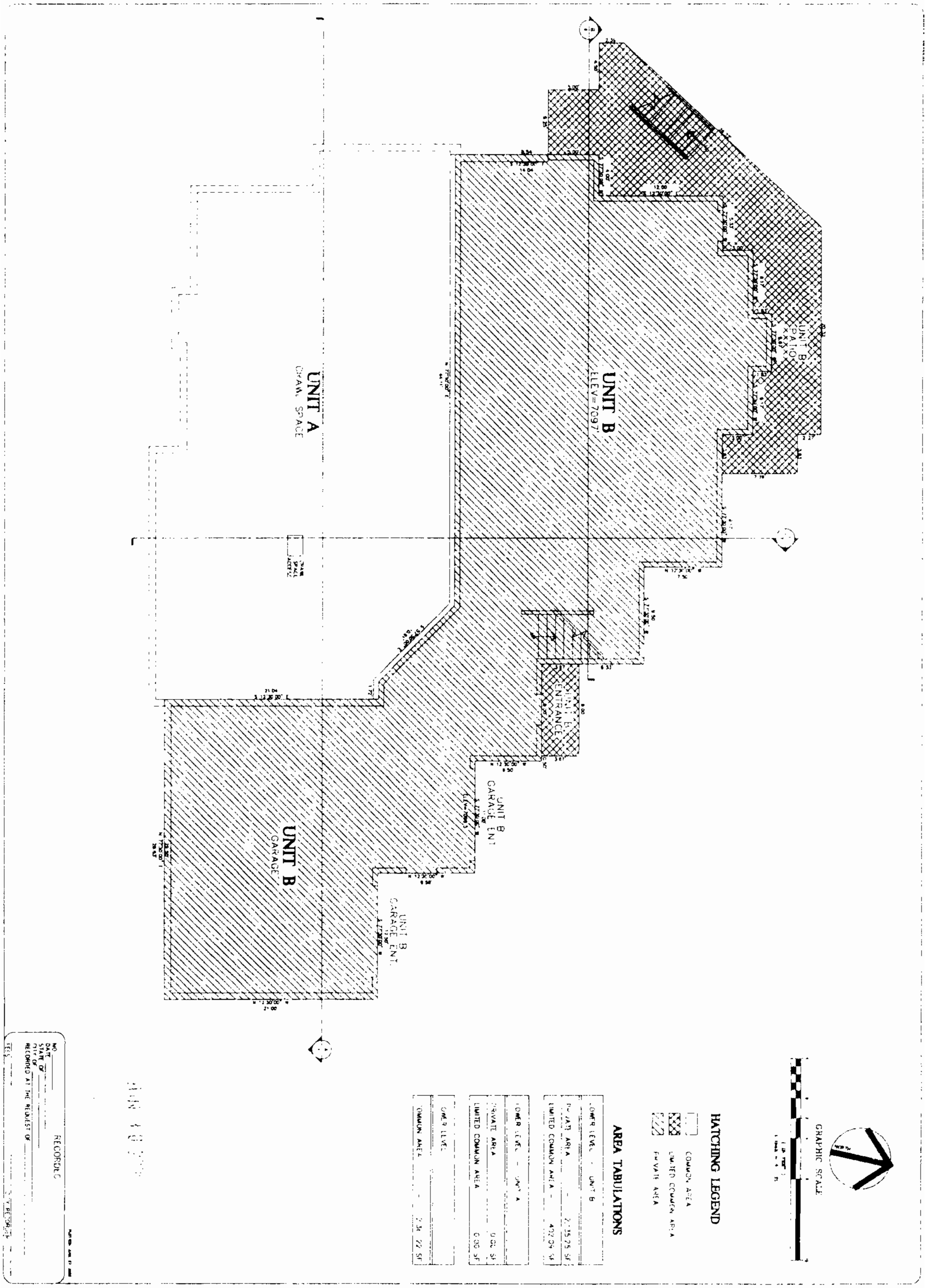
MR. JOB LONG

PHCOND-A5-R

0522

KITTERMAN ASSOC.

Evergreen Engineering, Inc.



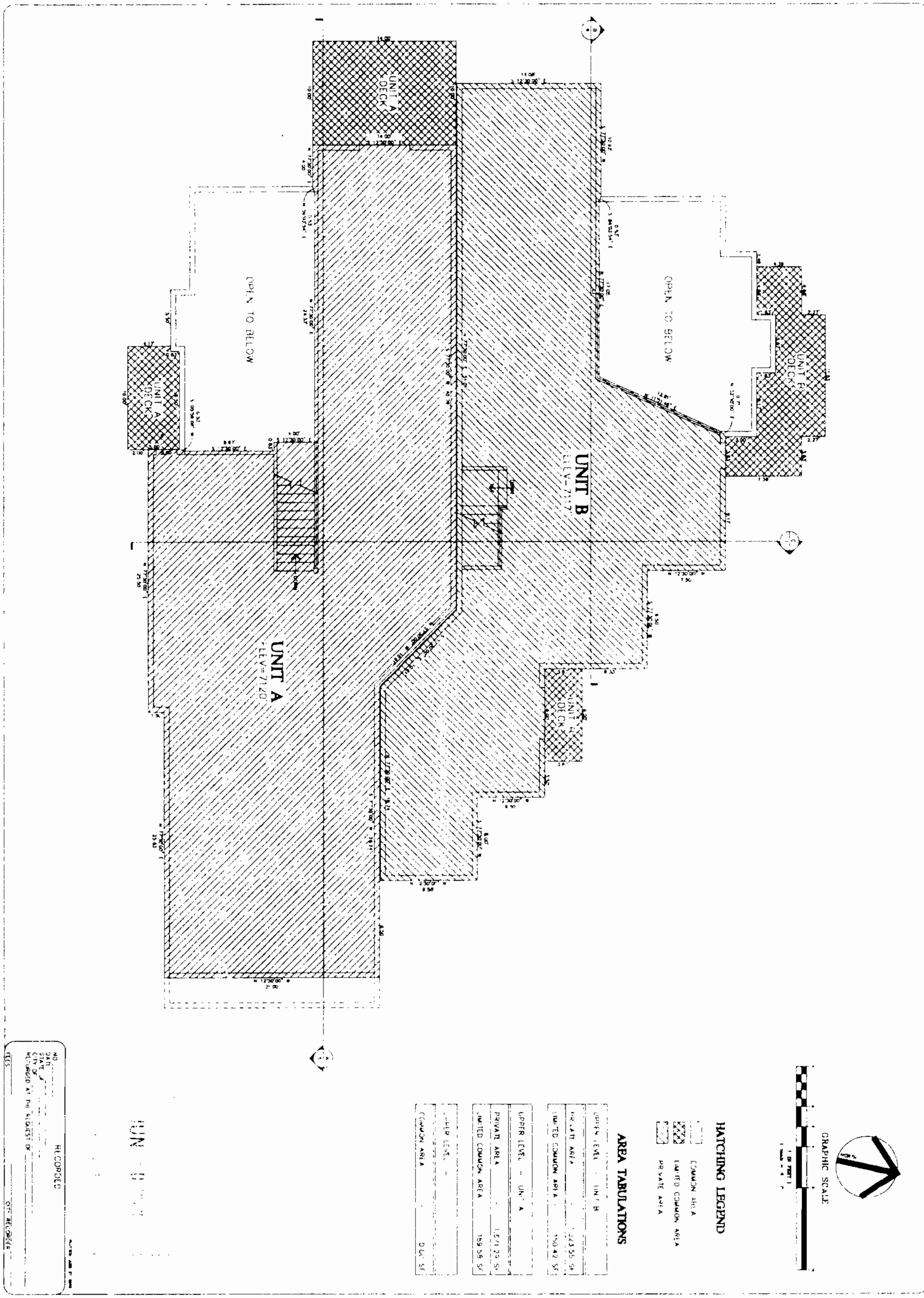
POWDER HOUND CONDOMINIUMS
UNITS A & B
LOWER LEVEL - FLOOR PLANS

MR. JOE LONG

PHCOND-LL-R

KITTERMAN ASSOC.

Evergreen Engineering, Inc.



POWDER HOUND CONDOMINIUMS
UNITS A & B
UPPER LEVEL - FLOOR PLANS

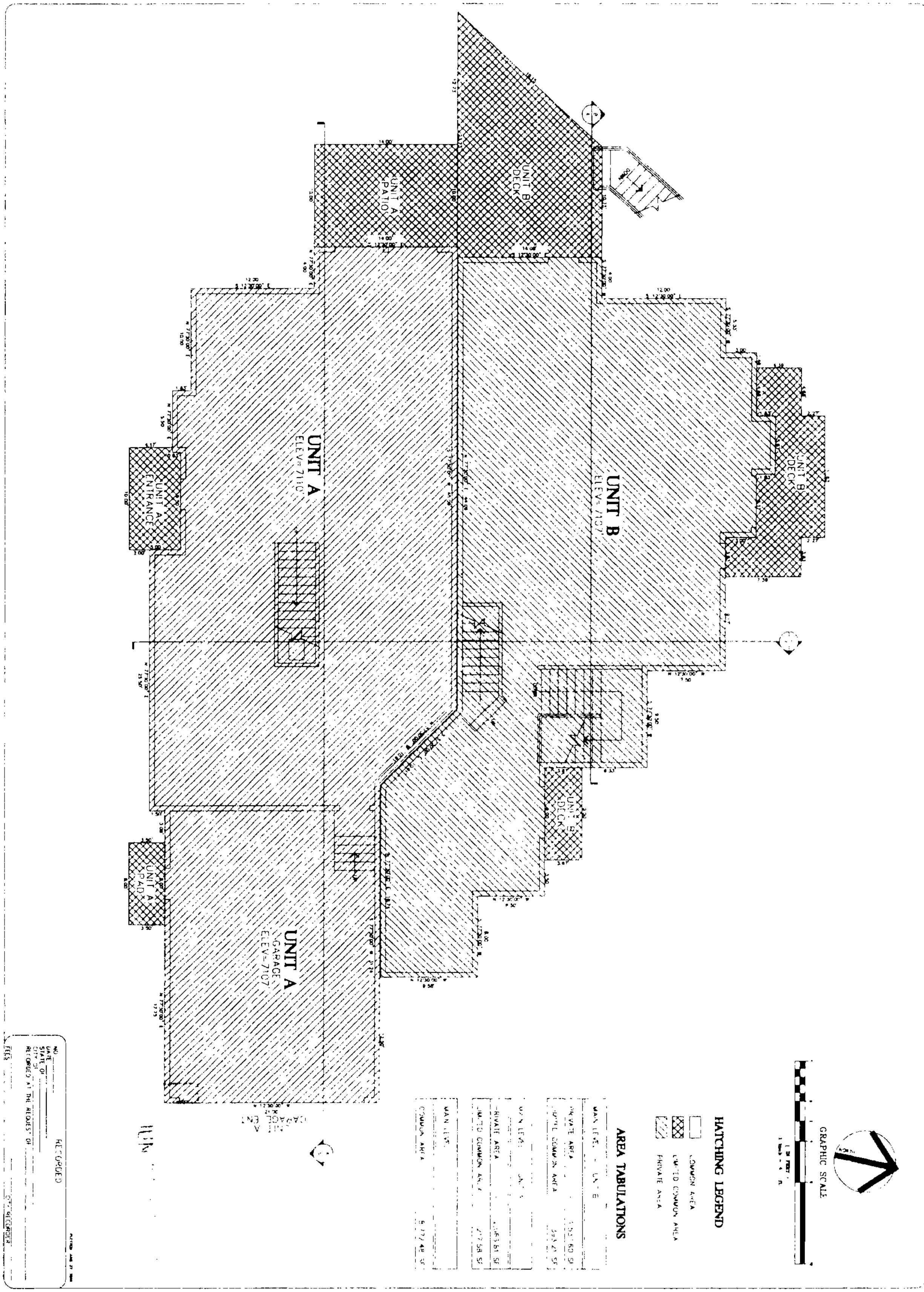
MR. JOE LONG

PHCOND-UL-R

0522

KITTERMAN, ASSOC.

Evergreen Engineering, Inc.



POWDER HOUND CONDOMINIUMS
UNITS A & B
MAIN LEVEL - FLOOR PLANS

MR. JOB LONG | PHCOND-ML-R | 0522

KITTERMAN ASSOC.

Evergreen Engineering, Inc.

PARK CITY
1884

Department of Community Development
Engineering • Building ... • Planning

November 8, 1991

Brad Wayburn
P. O. Box 2001
Park City, Utah 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Description:

Snow Park Subdivision (Rossi Hill Drive and Coalition View Court) Request for Rezone of Lots 1 through 5 from Residential Development (RD) to Residential Medium Density - Master Planned Development (RM-MPD); and, Request for Master Planned Development Approval on Lots 1 through 5

Date of Meeting: November 6, 199[illegible]

Action Taken By Planning Commission

A POSITIVE Recommendation was [illegible] to the City Council on the Request for Rezone.

The Request for Master Planned Development Approval was APPROVED, based upon the findings and subject to the conditions as listed below.

Findings:

1. The original approval for the Snow Park Subdivision allowed 4-plexes to be built on lots 2-5 and a duplex on lot 1. There are 4 units constructed on lots [illegible] and 4; and

2. Adjacent Zoning is RM and 4-plexes [illegible] duplexes are consistent with that zoning; and

3. Special conditions are proposed which regulate structure size, parking, setbacks and open space to ensure neighborhood compatibility.

Park City Municipal Corporation • 445 Marsac Avenue • [illegible] Box 1480 • Park City, UT 84060-1480
Community Development (801) 645-5020 • [illegible] 645-5020 • Building 645-5040
Planning 645-5021 • FAX [illegible] 645-5078

Conditions of Approval:

1. A minimum of 60% open space will be required on each parcel. This open space shall meet the definition of Neighborhood Open Space as outlined in the Land Management Code, with the exception that the driveway leading to a properly located garage can be included in the open space calculation.

2. A maximum FAR of .5 is permitted on each of the parcels. **A 500 sq. ft. per unit garage allowance will not be included in the calculation of FAR.**

3. The minimum front setback shall be increased from 20 to 25 feet.

4. A minimum of two enclosed off street parking spaces shall be required for each unit proposed.

5. The design of each structure is subject to the Park City Design Guidelines and will be reviewed and approved by the Community Development staff.

Date of Expiration: November 6, 1992

S McIntyre
Suzanne McIntyre, AICP
Senior Planner

11-11-91
Date

ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge the conditions by which the project referred to above was approved.

______________________ Date ____________

NO CONSTRUCTION SHALL BE PERMITTED UNTIL A SIGNED COPY OF THIS LETTER, SIGNIFYING CONSENT TO THE CONDITIONS OUTLINED ABOVE, HAS BEEN RETURNED TO THE PLANNING DEPARTMENT.

City Council
Staff Report

PARK CITY 1884

Author:	**Brooks T. Robinson**
Subject:	**Paintbrush Homes Phase 2, Units 8 and 9 Condominium Conversion**
Date:	**October 26, 2006**

PLANNING DEPARTMENT

Summary Recommendations
Staff recommends the City Council hold a public hearing for the Paintbrush Homes Phase 2, Units 8 and 9, condominium record of survey plat and approve the request based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Applicant	**East West Partners**
Location	**Pod A, Village at Empire Pass**
Zoning	**Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)**
Adjacent Land Uses	**Other development parcels of the Village at Empire Pass, Pod A.**

Background
On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a “large-scale” master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A.

On September 30, 2004, the City Council approved a Final Subdivision Plat for the Village at Empire Pass, Phase I. Paintbrush Homes Phase 2, Units 8 and 9 are located on lot 7 of parcel 1. Lot 7 is 86,711 square feet in size.

On August 11, 2006, the City received a completed application for two condominium units known as Paintbrush Homes Phase 2, Units 8 and 9.

The Planning Commission heard this application at its regular meeting of October 11, 2006, and forwards a positive recommendation.

Analysis
The project is located within the RD zoning district. Setbacks in the RD zone are as

follows:

- Front: 20 feet, 25 feet to a front facing garage
- Rear: 15 feet
- Side: 12 feet

The Paintbrush Homes phase 2, Units 8 and 9, meet the minimum setback requirements. The buildings conform to the 28+5 foot height requirement of the RD zone. This application meets the requisite subdivision requirements of Title 15-7 of the Park City Municipal Code.

The two condominium units are 4,794 square feet (Unit 8) and 4,903 square feet (Unit 9) with garages over 600 square feet. The square footage over the 600 sf garage allowance is included in the square footage allotted to the unit. These two units consume **9,697 square feet and 4.9 Unit Equivalents**. Two parking spaces are provided for each unit, consistent with LMC parking regulations. The units are under construction. Each unit includes additional appurtenant limited common areas to allow for landscaping.

A private trail easement has been dedicated consistent with the Pod A MPD approval. The “additional land” indicated to the east will be the future site of additional density as designated and approved through the Pod A MPD.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Paintbrush Homes Phase 2, Units 8 and 9 condominium plat as conditioned or amended, or
- The City Council may deny the Paintbrush Homes Phase 2, Units 8 and 9 condominium plat and direct staff to make Findings for this decision, or
- The City COuncil may continue the discussion on the Paintbrush Homes Phase 2, Units 8 and 9 condominium plat.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The Units could not be separately sold.

Recommendation
Staff recommends the City Council hold a public hearing for the Paintbrush Homes Phase 2, Units 8 and 9, condominium record of survey plat and approve the request based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Ordinance No. 06-

AN ORDINANCE APPROVING THE PAINTBRUSH HOMES PHASE 2, UNITS 8 AND 9, CONDOMINIUM RECORD OF SURVEY PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Paintbrush Homes Phase 2, Units 8 and 9, located on Lot 7 of the Empire Pass Phase I subdivision plat have petitioned the City Council for approval of the Paintbrush Homes Phase 2, Units 8 and 9, condominium record of survey; 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 11, 2006, to receive input on the Paintbrush Homes Phase 2, Units 8 and 9, condominium record of survey;

WHEREAS, the Planning Commission, on October 11, 2006, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 26, 2006 the City Council approved the Paintbrush Homes Phase 2, Units 8 and 9, condominium record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Paintbrush Homes Phase 2, Units 8 and 9, condominium record of survey.

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

SECTION 1. APPROVAL. The Paintbrush Homes Phase 2, Units 8 and 9, condominium record of survey 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. Paintbrush Homes Phase 2, Units 8 and 9, is located in the RD-MPD zoning district.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A.

4. On September 30, 2004, the City Council approved a Final Subdivision Plat for the Village at Empire Pass, Phase I. Paintbrush Homes Phase 2, Units 8 and 9 are located on lot 7 of parcel 1. Lot 7 is 86,711 square feet in size.
5. The proposed is consistent with the approved Master Planned Development for the Village at Empire Pass.
6. The two condominium units are 4,794 square feet (Unit 8) and 4,903 square feet (Unit 9) with garages over 600 square feet. The square footage over the 600 sf garage allowance is included in the square footage allotted to the unit. These two units consume **9,697 square feet and 4.9 Unit Equivalents**.
7. Each unit includes additional appurtenant limited common areas to allow for landscaping.
8. Two parking spaces are provided for each unit. This meets LMC requirements.
9. The building conforms to the 28+5 foot height requirement of the RD zone.
10. A private trail easement has been dedicated consistent with the Pod A MPD approval
11. The “additional land” indicated to the east will be the future site of additional density as designated and approved through the Pod A MPD.

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.
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.

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, prior to recordation of the plat.
2. 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 plat will be void.
3. All conditions of approval of the Village at Empire Pass Master Planned Development, and the Village at Empire Pass Phase I subdivision plat shall continue to apply.

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

PASSED AND ADOPTED this 26th day of October, 2006.

SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154481 JOHN DEMKOWICZ State of Utah

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154481 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner(s), this Amended and Restated Condominium Plat of PAINTBRUSH HOMES, a Utah Expandable Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

JOHN DEMKOWICZ L.S. #154481 ______ DATE ______

BOUNDARY DESCRIPTIONS

A portion of Lot 7, The Village at Empire Pass, Phase 1, recorded November 24, 2004 as #718034, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, and being located in the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the southwest corner of said Lot 7 and running thence along the boundary of said Lot 7 the following five (5) courses: 1) North 162.41 feet to a point on a non tangent curve to the left having a radius of 312.50 feet, of which the radius point bears North 34°21'33" East; thence 2) southeasterly along the arc of said curve 100.67 feet through a central angle of 18°27'25" to a point of reverse curve to the right having a radius of 90.45 feet, of which the radius point bears South 15°54'08" West; thence 3) southeasterly along the arc of said curve 37.37 feet through a central angle of 23°40'24" to a point of reverse curve to the left having a radius of 123.83 feet, of which the radius point bears North 39°34'32" East; thence 4) southeasterly along the arc of said curve 83.52 feet through a central angle of 28°23'29" to a point of compound curve to the left having a radius of 45.01 feet, of which the radius point bears North 10°11'03" East; thence 5) easterly along the arc of said curve 30.79 feet through a central angle of 39°12'04"; thence South 29°00'04" East 43.34 feet; thence South 08°15'38" East 30.19 feet; thence South 06°58'18" West 32.26 feet to a point on the southerly boundary of said Lot 7; thence along the southerly boundary of said Lot 7 the following three (3) courses: thence 1) North 74°14'47" West 7.31 feet; thence 2) North 79°40'43" West 114.33 feet; thence 3) South 88°05'26" West 112.35 feet to the point of beginning.

Description contains 0.59 acres more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the PAINTBRUSH RESIDENCES, LLC, a Delaware Limited Liability Company, the owner of the tract of land described herein as PAINTBRUSH HOMES, a Utah Expandable Condominium Project, located on said tract of land hereby certifies that it has caused this survey to be made and this Amended and Restated Condominium Plat consisting of four (4) sheet to be prepared, and does hereby consent to the recordation of this Amended and Restated Condominium Plat and submit this property to the Utah Condominium Ownership Act.

The owner certifies that the buildings shown on this plat, but not under construction at the time the plat was recorded, will when completed be substantially as shown on the plat.

The owner, or his representative, hereby irrevocably offers for dedication the easements and required utilities and utility easements shown on the subdivision plat in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has executed this certificate and dedication this ____ day of _______ 2004

PAINTBRUSH RESIDENCES, LLC
A Delaware Limited Liability Company

By: HF Holding Corp III, It's Manager

By ______________________

Title ______________________

ACKNOWLEDGMENT

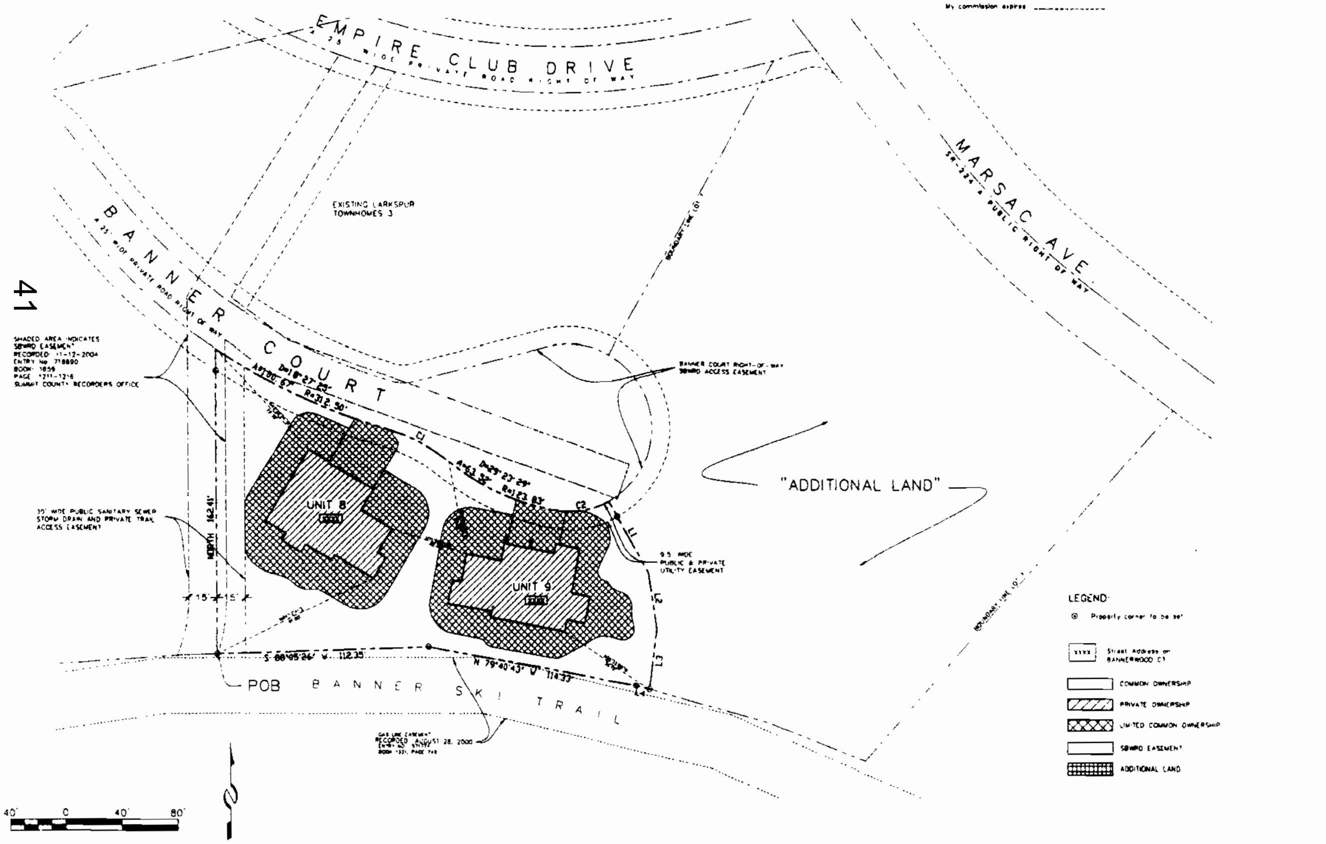
State of ____________
ss
County of ____________

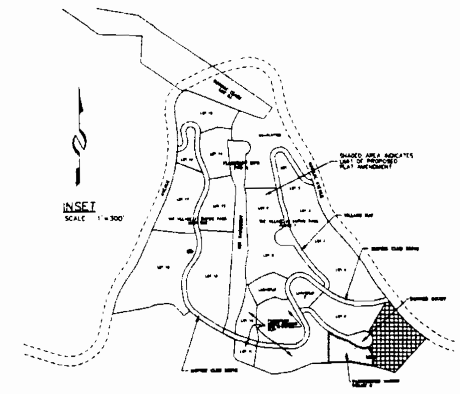
This instrument was acknowledged before me this _____ day of ____________, 2004 by ____________ the ____________ of HF HOLDING CORP III, Manager of PAINTBRUSH RESIDENCES, LLC, a Delaware Limited Liability Company

____
Notary Public

Residing in ______________________

My commission expires ______________





NOTES:

1. The dimensions of the private spaces and square footage calculations are based on drawings supplied by Segerberg Mayhew & Associates Architects, P.C. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Paintbrush Homes. Such calculation typically differs somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
2. All common structural elements are designated as Common Areas, as described in the Declaration of Condominium.
3. All building ties are at right angles or radial to the boundary unless otherwise noted.
4. At the time of any resurfacing of Banner Court, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards.
5. All Common Area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, Summit County, for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
6. The Private Trail Access shown on this plat identifies certain portions of the Common Area that may be used for summer and winter access to trails, ski runs and other adjacent recreational areas. The Private Trail Access may be used by all owners of Paintbrush Homes units, owners of units in the Larkspur Townhomes development, and as otherwise permitted in the Declaration of Condominium for Paintbrush Homes. Private Summer / Trail Access will not be maintained in the winter so as to provide for skiing access.
7. There are Limited Common Areas which surround each Unit, as shown hereon, for the purpose of providing Unit owners with added privacy and the exclusive right to use and occupy such land surrounding their respective Unit. These Limited Common Areas are in addition to the decks, entries and other Limited Common Areas shown on this plat. The use of all Limited Common Areas is described in more detail in the Declaration of Condominium for Paintbrush Homes. Certain portions of the Private Trail Access may be restricted to summer use only.
8. Access to the units is by private roads and is not warranted by Park City.
9. Empire Pass Master Owners Association, Inc. (the "Master Association") shall be responsible for the maintenance and replacement of all sanitary sewer laterals serving the Paintbrush Homes. The cost of such maintenance and replacement shall be paid by the Paintbrush Owners Association, Inc. as part of the common expenses.
10. All property corners to be set will be set at the intersection of the 9.5' wide public and private utility easement and the lot line or as shown hereon.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 29°00'04" E	43.34
L2	S 08°15'38" E	30.19
L3	S 06°58'18" W	32.26
L4	N 74°14'47" W	7.31

CURVE TABLE:

CURVE	ARC	DELTA	RADIUS
C1	37.37	23°40'24"	90.45
C2	30.79	39°12'04"	45.01

LEGEND:

- Property corner to be set
- Street Address on BANNERWOOD CT
- COMMON OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP
- SBWRD EASEMENT
- ADDITIONAL LAND

CONDOMINIUM PLAT

PAINTBRUSH HOMES
PHASE 2

A UTAH EXPANDABLE CONDOMINIUM PROJECT

LOCATED IN SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 3

JOB NO.: 3-12-02 FILE: EW\segerberg\cluster homes 8-10\plat\sht01.dwg

Alliance
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF __________, 2006 A.D.
BY ______________ S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________, 2006 A.D.
BY ______________ CHAIRMAN

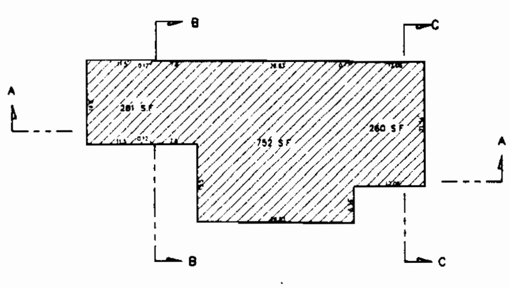
ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF __________ 2006 A.D.
BY ______________ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF __________, 2006 A.D.
BY ______________ PARK CITY ATTORNEY

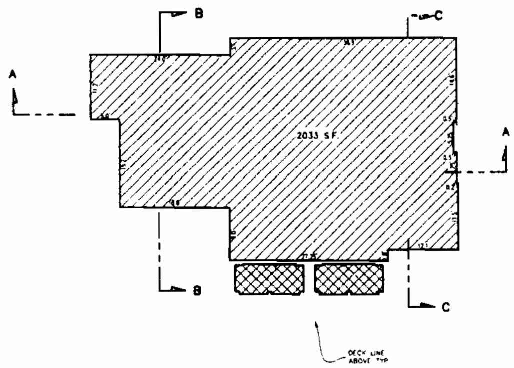
CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF __________ 2006 A.D.
BY ______________ PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF __________, 2006 A.D.
BY ______________ MAYOR

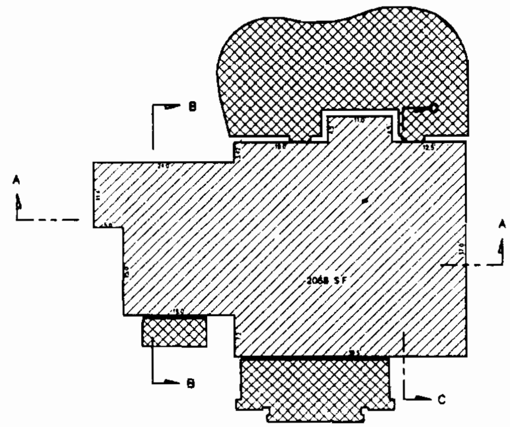
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______________
DATE ______ TIME _____ BOOK _____ PAGE _____
______ FEE ______ RECORDER



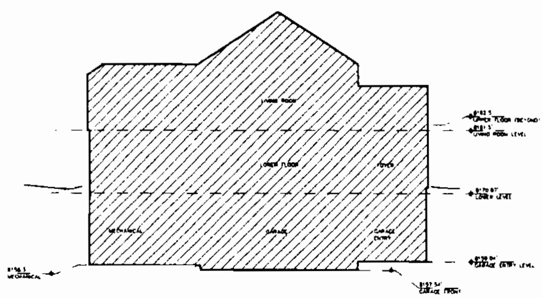
PAINTBRUSH 8
GARAGE LEVEL
SCALE 1"=10'



PAINTBRUSH 8
LOWER LEVEL
SCALE 1"=10'



PAINTBRUSH 8
MAIN LEVEL
SCALE: 1"=10'



SECTION A
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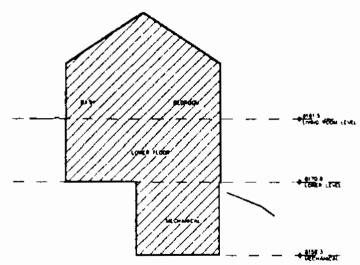
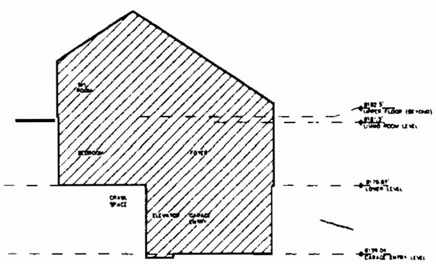


SECTION B
SCALE: 1"=10'

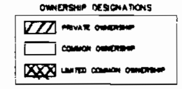


SECTION C
SCALE 1"=10'

ELEVATION TABLE

UNIT No	FLOOR LEVELS ENTRY	FLOOR LEVELS LOWER	FLOOR LEVELS UPPER	GARAGE FRONT	GARAGE BACK
8	8159.04	8170.87	8182.5	8157.54	8157.98

OWNERSHIP DESIGNATIONS



CONDOMINIUM PLAT

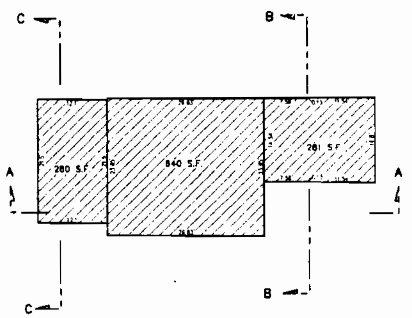
PAINTBRUSH HOMES
PHASE 2

A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

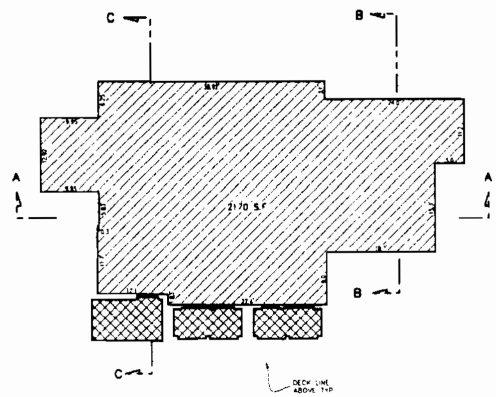
Alliance Engineering
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

PAGE 2 OF 3
JOB NO.: 3-12-02

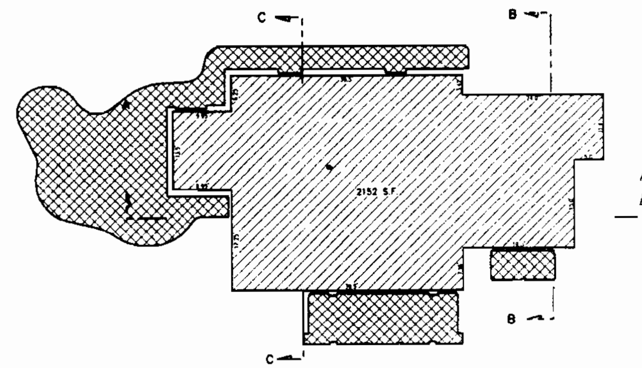
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF ______
DATE ______ TIME ______ BOOK ______ PAGE ______
______ FEE ______ RECORDER



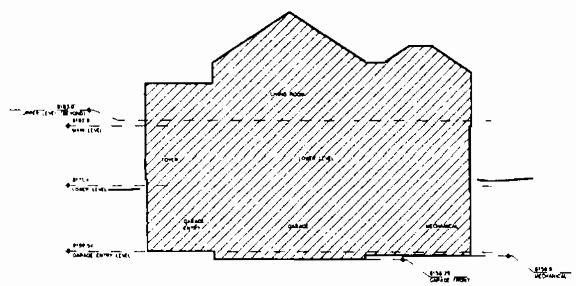
PAINTBRUSH 9
GARAGE LEVEL
SCALE 1"=10'



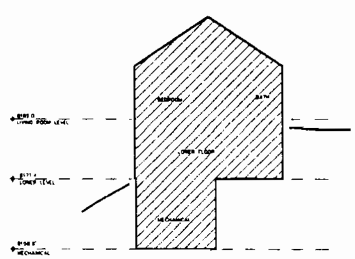
PAINTBRUSH 9
LOWER LEVEL
SCALE 1"=10'



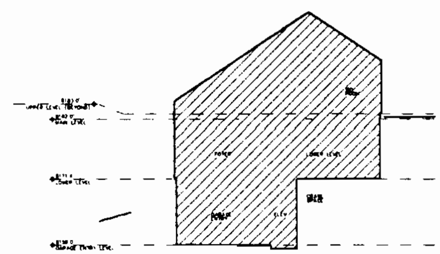
PAINTBRUSH 9
MAIN LEVEL
SCALE 1"=10'



SECTION A
SCALE 1"=10'



SECTION B
SCALE 1"=10'



SECTION C
SCALE 1"=10'

ELEVATION TABLE

UNIT No	FLOOR ENTRY	FLOOR LOWER	FLOOR UPPER	GARAGE FRONT	GARAGE BACK
9	8158	8171.4	8182	8158.25	8158.46

OWNERSHIP DESIGNATIONS

- PRIVATE OWNERSHIP
- COMMON OWNERSHIP
- LIMITED COMMON OWNERSHIP

10 0 10 20

CONDOMINIUM PLAT

PAINTBRUSH HOMES

PHASE 2

A UTAH EXPANDABLE CONDOMINIUM PROJECT

LOCATED IN SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467
Alliance
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

PAGE 3 OF 3

JOB NO.: 3-12-02 FILE: E:\\sergemahu\\cluster homes 8-10\\plat\\sh03.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF ____________
DATE ________ TIME ______ BOOK ______ PAGE ______

FEE ____________ RECORDER ____________

City Council Staff Report

Author: Ray Milliner
Subject: 1031 WOODSIDE AVENUE SUBDIVISION
Date: October 26, 2006
Type of Item: Plat Amendment

PLANNING DEPARTMENT

RECOMMENDATION: Staff recommends that the City Council conduct a public hearing and approve the 1031 Woodside Avenue Subdivision according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

DESCRIPTION

Project Name:	1031 Woodside Avenue Subdivision
Applicant:	Andrew K. Kelly
Address	1031 Woodside Avenue
Zone:	Historic Residential (HR-1)

BACKGROUND

On August 7, 2006 the applicant submitted a complete application for the 1031 Woodside Avenue Subdivision, platted as all of Lot 8 and half of Lot 9 of Block 9, Snyder's Addition to the Park City Survey. The purpose of the plat amendment is to remove the lot line between lots 8 and 9 in order to accommodate an addition to the existing A-frame style home. No application for compliance with the Historic District Design Guidelines has been submitted at the time of this report.

ANALYSIS

The purpose of the application is to combine the properties into one lot of record. There is good cause for the application as the lot combination will bring the lot into compliance with state law by removing all interior lot lines and enabling the proposed development. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

This plat amendment will create one lot 37.5 feet wide and 75 feet deep (2,813 square feet). The house will be required to have 5' side yard setbacks, 10' front and rear setbacks and a maximum footprint of 1,201 square feet. The maximum height allowed on the lot will be 27 feet above existing grade.

The property is located in the HR-1 zone; therefore, the applicant must meet the criteria for the construction of a single-family home in the Historic District Design Guidelines and Land Management Code Chapter 15-2.1 prior to the issue of a building permit.

NOTICE
Notice of this hearing was sent to property owners within 300' on September 27, 2006. No comments have been received by staff at the date of this writing.

ALTERNATIVES

1. The City Council may approve the plat amendment at 1031 Woodside Avenue Subdivision, or
2. The City Council may deny the plat amendment at 1031 Woodside Avenue Subdivision and direct staff to make Findings for this decision, or
3. The City Council may continue the discussion on the plat amendment at 1031 Woodside Avenue Subdivision.

SIGNIFICANT IMPACTS
There are no significant fiscal or environmental impacts from this application.

CONSEQUENCES OF NOT TAKING ACTION
The property will remain as platted and the proposed addition cannot be built.

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 August 29 2006, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION
Staff recommends that the City Council conduct a public hearing and approve the 1031 Woodside Avenue Subdivision according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

EXHIBITS
Exhibit A – Proposed Ordinance
Exhibit B – Location Map
Exhibit C – Proposed Plat Amendment

Ordinance No. 06-

AN ORDINANCE APPROVING THE 1031 WOODSIDE AVENUE SUBDIVISION COMBINING ALL OF LOT 8 AND HALF OF LOT 9 BLOCK 9, OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY, LOCATED AT 1031 WOODSIDE AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property known as 1031 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on October 11, 2006 the Planning Commission held a public hearing to receive public input on the proposed Subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on October 26, 2006 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, the proposed plat amendment allows the property owner to combine two lots into one lot of record; and

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

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The property is located in the Historic Residential (HR-1) zone.
2. The HR-1 zone is a residential zone characterized by a mix of contemporary residences and smaller historic homes.
3. The amendment will combine one lot and half of another into one lot of record.
4. There is an existing contemporary single family home on the property.
5. Access to the property is from Woodside Avenue.
6. The proposed lot measures 37.5' x 75'.
7. The proposed lot is 2,813 square feet in size.
8. The minimum lot size for a single family home in the HR-1 zone is 1,875 square feet.
9. The maximum building footprint for the proposed lot is 1,201.
10. The maximum height limit in the HR-1 zone is 27 feet above existing grade.
11. Minimum setbacks for the house are 3' on the sides, and 10' in the front and rear.

12. Minimal construction staging area is available along Woodside Avenue.
13. Snow removal is necessary for emergency access, and snow storage areas are necessary for good snow removal.
14. Due to the existence of the single family home, driveway and landscaping, it is difficult to determine existing grade for the purpose of measuring height.
15. Height for the future building shall be established by interpolating grade from a datum point measured from the center line of the front and rear property lines.

CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

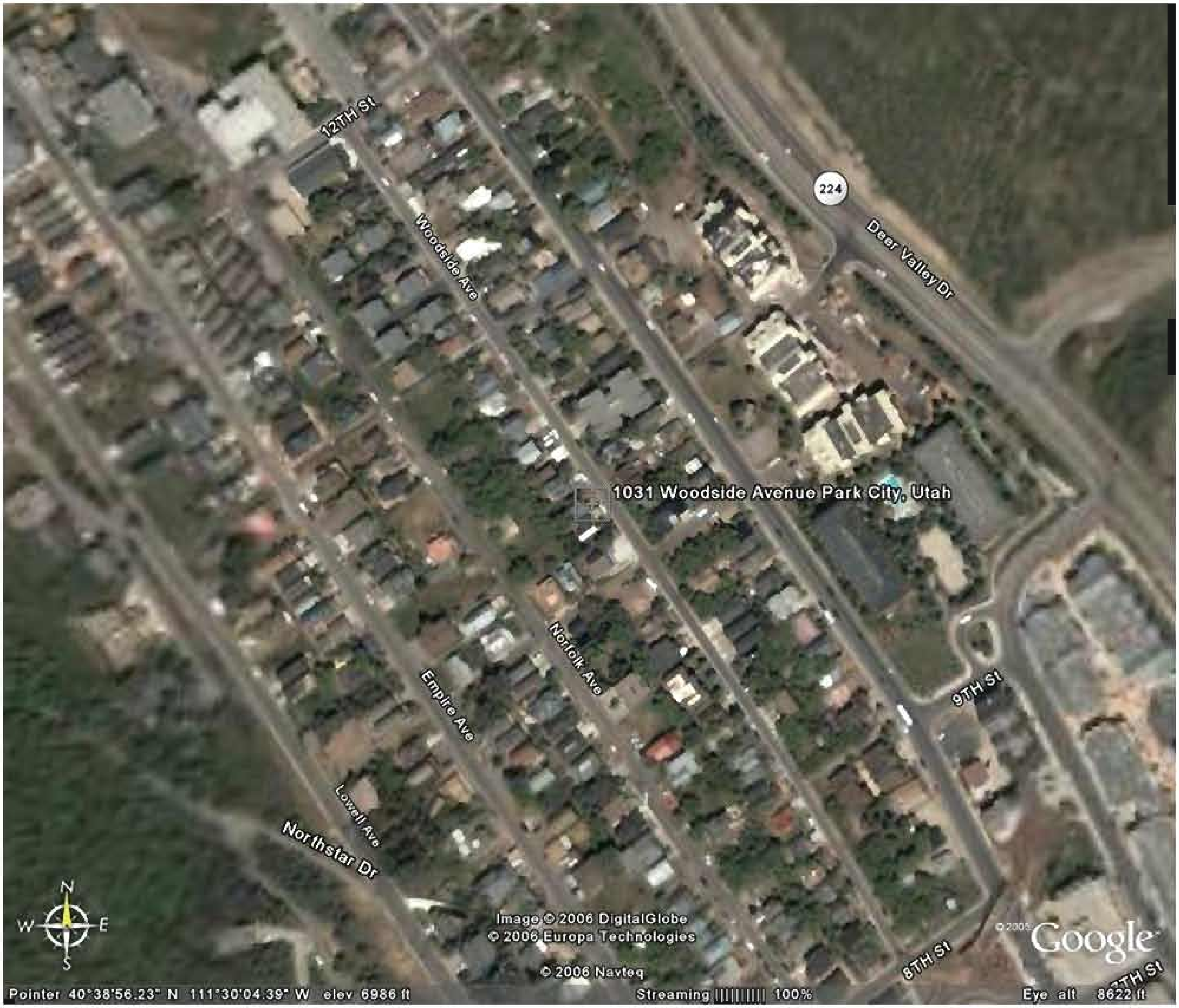
1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with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

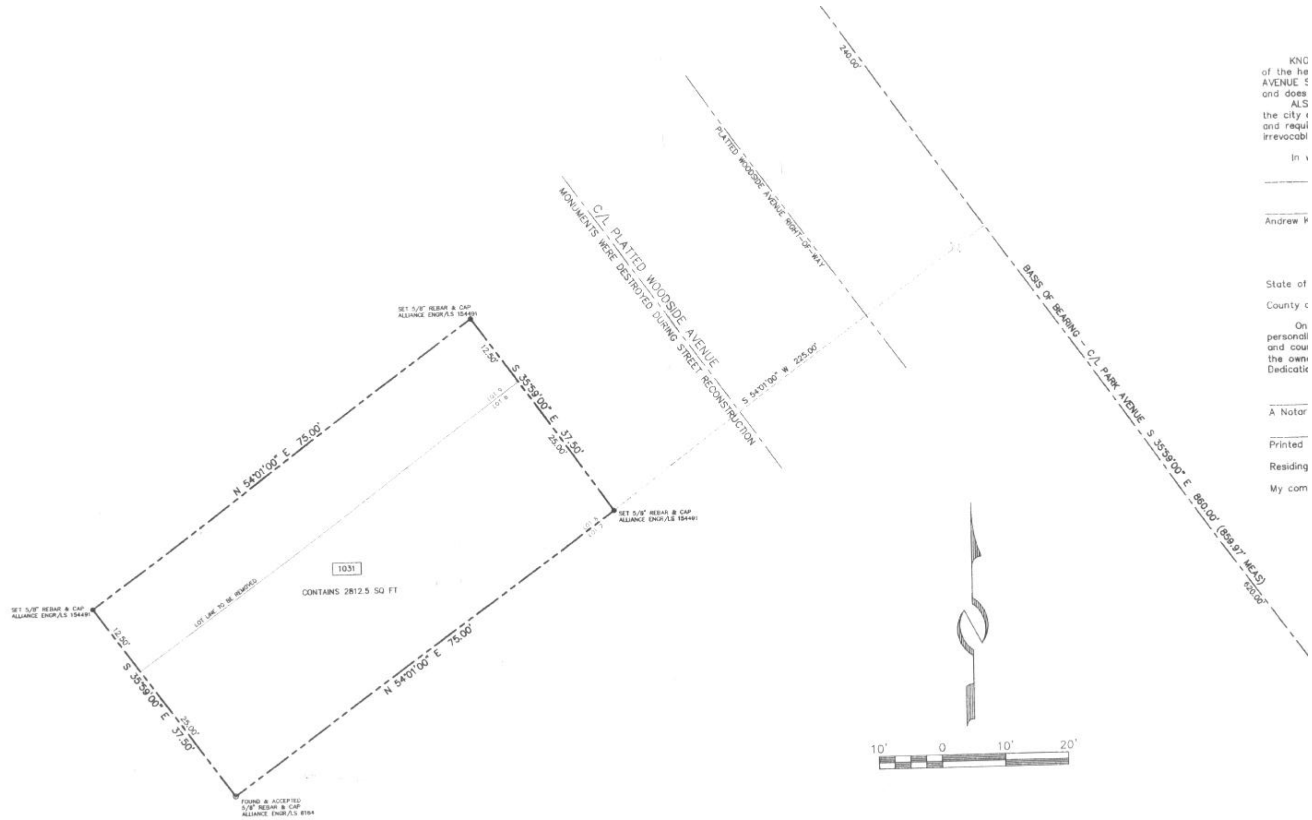
CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

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. Prior to the receipt of a building permit for construction on this lot, the applicant shall submit an application for Historic Design Review for review and approval by the Planning Department for compliance with applicable Historic District Design Guidelines.
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. A ten-foot-wide public snow storage easement shall be dedicated along the Woodside Avenue frontage of the lot.

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

PASSED AND ADOPTED this 26th day of October 2006.


12TH St
224
Deer Valley Dr
Woodside Ave
1031 Woodside Avenue Park City, Utah
Norfolk Ave
Empire Ave
9TH St
Lowell Ave
Northstar Dr
8TH St
Image © 2006 DigitalGlobe
© 2006 Europa Technologies
© 2006 Navteq
Google
Pointer 40°38'56.23" N 111°30'04.39" W elev 6986 ft
Streaming 100%
Eye alt 8622 ft



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A LOT COMBINATION PLAT

A RESUBDIVISION OF LOTS 8 & 9 IN BLOCK 9, SNYDER'S ADDITION

1031 WOODSIDE AVENUE SUBDIVISION

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

REC
AUG
PA
PLANN

(435) 649-9467

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND AC
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ______ DAY OF __________, 2006 A.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF __________, 2006 A.D.	APPROVED AS TO FORM THIS ______ DAY OF __________, 2006 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF __________, 2006 A.D.	APPROVAL AND ACCEPTANCE BY THE COUNCIL THIS ______ DAY OF ___ 2006 A.D. BY __________

CITY COUNCIL
Staff Report

PARK CITY 1884

Author: Ray Milliner
Subject: 352 Main Street
Date: October 26, 2006
Type of Item: Plat Amendment

PLANNING DEPARTMENT

SUMMARY RECOMMENDATIONS

Staff recommends the City Council hold a public hearing for the 352 Main Street plat amendment and approve it based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

TOPIC

Project Name:	352 Main Street
Applicant:	Hoffman Properties
Representative:	Alliance Engineering
Location:	352 Main Street
Zone:	Historic Commercial Business (HCB)

BACKGROUND

On June 30, 2006 the applicant submitted a completed application for a plat amendment to combine all of Lot 13 and all of the First Amended 350 ½ Main Street Subdivision into one lot of record. The property is located at 352 Main Street. There is an existing contemporary commercial building on lot 13 and an existing contemporary mixed use building on the 350 ½ property. There is a 5 foot wide pedestrian access from Main Street to Swede Alley along the south property line.

The applicant is requesting the plat amendment to create one lot of record from the existing lot and subdivision, in order to combine the contiguous properties into one, and to accommodate an addition to the commercial unit in the rear. This unit is currently used as the Spur bar and grill, and the applicant would like to expand the kitchen. Because Lot 13 fronts the 350 ½ property, the rear property line of Lot 13 will need to be removed to accommodate the expansion. When recorded, the plat amendment would create one lot of record of approximately 5,832 square feet.

There are 7 existing access/utility easements on the property. No changes to the existing easements are proposed as part of this application. Each easement is located on the bottom floor of the building. The proposed expansion is located on the second floor.

ANALYSIS

The purpose of the application is to combine the properties into one lot of record. There is good cause for the application as the lot combination will bring the lot into compliance with state law by removing all interior lot lines and enabling the proposed development. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal meets the requirements of the

Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Land Management Code Compliance

	Permitted	**Proposed**
Height	30’ Front façade 24’ Rear facade. 45’ interior	Complies, no changes proposed
Front setback	0’	Complies
Rear setback	0’	Complies
Side setbacks	0’	Complies
Lot size	1,250 square feet	5,832 square feet. Complies
Footprint	N/A	N/A

The subdivision would create a lot of approximately 5,832 square feet. No expansions of the building footprint or height are proposed. The applicant proposes an interior remodel of the building that would enlarge the existing kitchen of the Spur Bar and Grill. Section 15-2.6-7 of the LMC establishes criteria for development on Swede Alley. These criteria establish requirements for pedestrian circulation, height, access, design open space and pedestrian connections. Staff finds that because no external changes to the building are proposed, no additional review of the building as it relates to these criteria is necessary.

There are 7 existing access easements on the property. In order to maintain a secondary ingress/egress, the Bald Eagle Real Estate Building (354 Main) and the Main Street Mall (333 Main) have separate easements through the 352 Main property to Swede Alley, and there are other separate utility easements. It is important that these easements remain open and unobstructed, as it provides emergency access to both buildings. Staff finds that as proposed, this lot combination will not negatively impact any existing easements on the property or limit the ingress/egress for either the Bald Eagle Real Estate Building or the Main Street Mall.

DEPARTMENT REVIEW
The request was discussed at a Staff Review Meeting on August 29, 2006 where representatives from local utilities and City Staff were in attendance.

NOTICE
The property was posted and notice was mailed to property owners within 300 feet on September 20, 2006. Legal notice was also put in the Park Record.

PUBLIC INPUT
No public input has been received by the time of this report.

ALTERNATIVES
1. The City Council may approve the 352 Main Street plat as conditioned or amended, or
2. The City Council may deny the 352 Main Street plat and direct staff to make Findings for this decision, or

3. The Planning Commission may continue the discussion on the 352 Main Street plat.

SIGNIFICANT IMPACTS
There are no significant fiscal or environmental impacts from this application.

CONSEQUENCES OF NOT TAKING ACTION
The property will remain as platted and the two properties will not be combined into one lot of record.

RECOMMENDATION
Staff recommends the City Council hold a public hearing for the 352 Main Street plat amendment and approve it based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

EXHIBITS
Exhibit A – Proposed Ordinance
Exhibit B – Location Map
Exhibit B – Proposed Plat Amendment

Ordinance No. 06-

AN ORDINANCE TO CREATE THE 352 MAIN STREET PLAT COMBINING ALL OF LOT 13 AND ALL OF THE FIRST AMENDED 350 ½ MAIN STREET SUBDIVISION INTO ONE LOT OF RECORD LOCATED AT 352 MAIN STREET, PARK CITY, UTAH.

WHEREAS, the owner of the property known as 352 Main Street and 350 ½ Main Street has petitioned the City Council for approval of the 352 Main Street Plat; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on October 11, 2006 the Planning Commission held a public hearing to receive public input on the proposed Subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on October 25, 2006 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, the proposed plat amendment allows the property owner to combine all of Lot 13 and all of the First Amended 350 ½ Main Street Subdivision into one lot of record property: 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 above recitals are hereby incorporated as findings of fact. The 352 Main Street Plat as shown in Exhibit B is approved subject to the following findings of fact, conclusions of law and conditions of approval.

Findings of Fact: The following are also adopted by City Council as findings of fact:

1 The property is located in the Historic Commercial Business (HCB) zone.
2 The HCB District is characterized by a mix of historic commercial structures and larger contemporary commercial structures.
3 The proposed plat amendment will combine all of Lot 13 and all of the First Amended 350 ½ Main Street Subdivision into one lot of record.
4 An existing 8' wide access/utility easement exists from 354 Main through the 350 ½ subdivision of the Park City Survey.
5 There is an existing 8' wide access easement with a 6' wide utility easement overlay from 333 Main through 350 ½ Main to Swede Alley.

6 There is an existing 5' wide public sidewalk easement on the eastern side of the property running parallel to Swede Alley.
7 The plat amendment will not require additional parking for the 350 ½ Main structure.
8 The building meets all required setbacks for the HCB zone.
9 The plat amendment will not create any remnant lots.

Conclusions of Law. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this subdivision.
2. The subdivision 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 subdivision.
4. As conditioned the subdivision is consistent with the Park City General Plan.

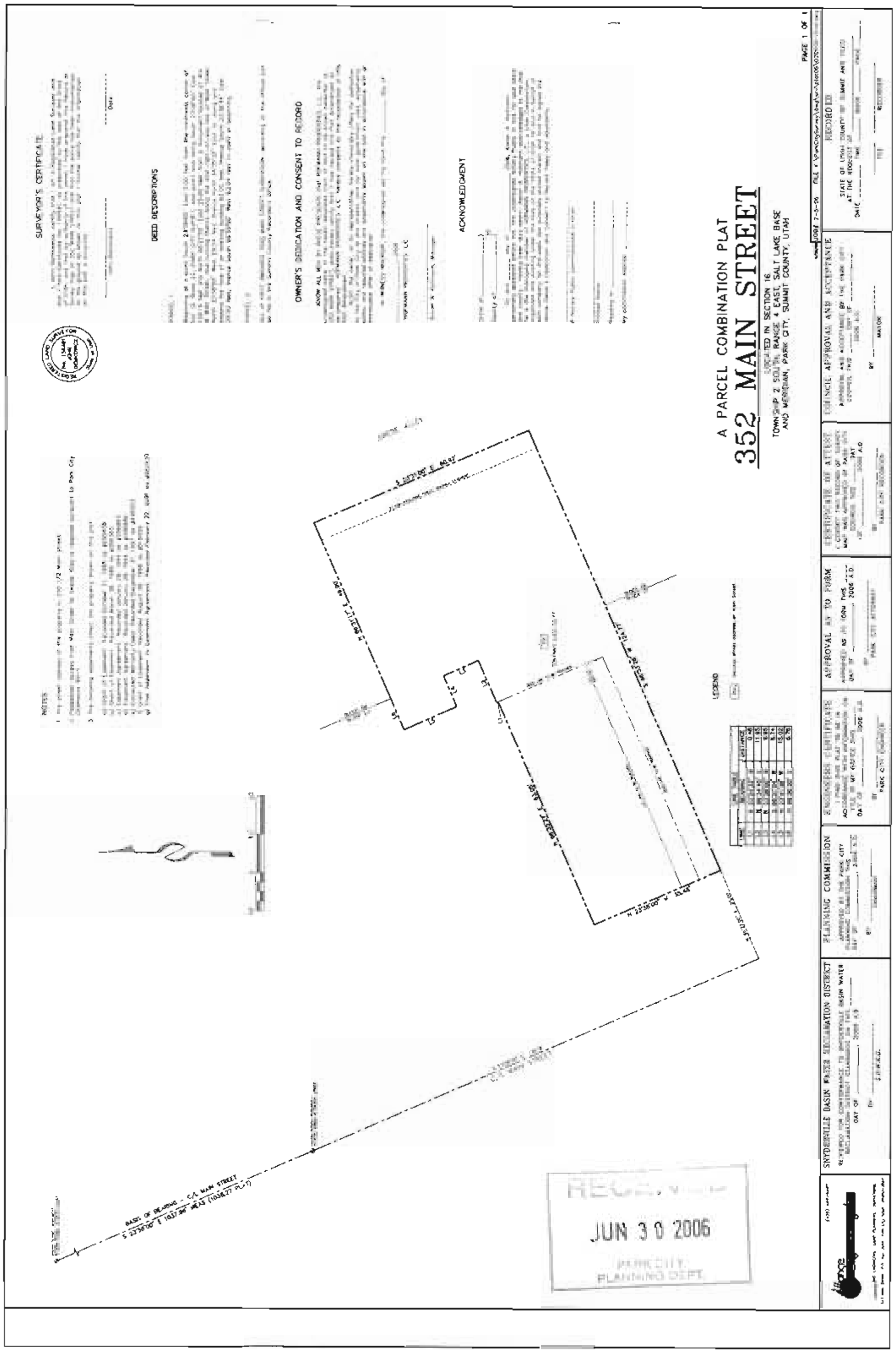
Conditions Of Approval. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the record of survey amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the amendment.
2. All existing easements on the property will remain in effect.
3. The applicant will record the record of survey 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 amendment will be void.

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

PASSED AND ADOPTED this 25th day of October 2006.


Park Ave
Main St
5TH St
224
Trappers Way
McHenry St
Grant Ave
4TH St
352 main street, park city utah
Marsac Ave
Sandridge Ave
Image © 2006 DigitalGlobe
© 2006 Navteq
© 2006 Europa Technologies
©2005 Google
Pointer 40°38'33.34" N 111°29'42.12" W elev 7107 ft
Streaming |||||||||| 100%
Eye alt 8862 ft


A PARCEL COMBINATION PLAT
352 MAIN STREET
LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
SURVEYOR'S CERTIFICATE
DEED DESCRIPTIONS
OWNER'S DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGMENT
NOTES
LEGEND
PAGE 1 OF 1
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
PLANNING COMMISSION
ENGINEERS CERTIFICATE
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED
JUN 30 2006
PARK CITY PLANNING DEPT.

City Council
Staff Report

Author: Matt Twombly
Subject: Cooperative Agreement with UDOT for Sidewalk Construction
Date: October 26, 2006
Type of Item: Authorization of Cooperative Agreement

Summary Recommendation:
Staff is requesting authorization for the City Manager to execute a Cooperative Agreement with the Utah Department of Transportation (UDOT) in a form approved by the City Attorney's Office, for a matching grant in the amount of $115,500 ($86,500 UDOT/$29,000 Park City) to engineer, design and construct a sidewalk along SR-248, Kearns Boulevard.

Description:

Topic: Authorization of Cooperative Agreement and direction to proceed with the sidewalk project outlined below.

Background:
The Utah State Legislature approved $500,000 in sidewalk funds as part of the State Pedestrian Safety Program for fiscal year 2007. Based on County population, school enrollment, pedestrian accidents and unused funding, $300,000 was apportioned to Summit County and Municipalities in Summit County for pedestrian safety projects on State Highways (only). Park City will receive $86,500 of this amount with the grant.

City staff applied for the grant in order to capitalize on the current funds available to the region, identification of the project on the Trails Master Plan, and the need for pedestrian safety in the project area. The selection of projects is based on existing right of way, auto pedestrian accident experience, average daily automobile traffic, average daily pedestrian traffic, average daily school aged pedestrian traffic, and speed of automobile traffic.

Also first consideration will be given to Cities and Counties that have ordinances requiring new development to install curb, gutter and sidewalks as a condition of approval; and that construction be barrier-free to wheel chairs at crosswalks and intersections.

In review of the existing sidewalk infrastructure on State Highways in the City, staff determined that the section of Kearns Boulevard between the Yarrow and Homestake met the remaining requirements of the grant, and ranked very high on the selection criteria. The grant was awarded to Park City by the Transportation Commission, and a notice of award was received on August 24, 2006. UDOT has recently delivered the attached Cooperative Agreement for execution by Park City.

Analysis:
The project briefly consists of excavation, replacement of portions of curb and gutter for handicap ramps, roadbase, moving phone pedestals, the construction of concrete block retaining walls, and a 5' wide concrete sidewalk for approximately 900' along Kearns boulevard from the intersection of SR-224 to the Homestake Condominiums just past the Holiday Village Cinemas. The project will be within the UDOT right of Way, but staff will coordinate the construction with the adjacent property owners.

Construction Costs: Sidewalk Between Yarrow at SR-224/SR-248 to Existing Sidewalk at Homestake Condominiums.

o 810 Linear feet x $25/foot concrete installation.	$20,250
o 810 x $25/foot util. relocation/excavation/misc.	$20,250
o Mobilization	$10,000
o Traffic Control	$15,000
o Striping, signs, misc	$10,000
o Construction staking	$10,000
o Block Ret. Wall 250' x $60/lf.	$15,000
o Design/Engineering	$15,000
Total	$115,500

The grant from UDOT will be $86,500 maximum, and the City's portion will be $29,000 of the estimated $115,000. If the project goes over the amount estimated, then the City will have to cover this difference. The funds shall remain available for two years following the selection of the project in August of 2006.

Upon execution of the Cooperative Agreement, City staff will engage and contract with an engineering firm on the engineering design for the project. The project will likely be bid for construction in the Spring of 2007, with a construction completion anticipated for June.

Department Review: City Manager, Economic Development & Capital Projects Department.

Alternatives:

A. Approve the Request: Staff is requesting authorization for the City Manager to execute a Cooperative Agreement with the Utah Department of Transportation (UDOT), for a matching grant to engineer, design and construct a sidewalk along SR-248, Kearns Boulevard.

B. Deny the Request: The grant money will not be available for the project.

C. Continue the Item: Continuing the item would delay the execution of the agreement.

D. Do Nothing: This will have the same impact as continuing the item.

Significant Impacts / Consequences of not taking the recommended action:
There is currently a total of approximately $70,800 in the Trails Master Plan account.

Recommendation:
Staff is requesting authorization for the City Manager to execute a Cooperative Agreement with the Utah Department of Transportation (UDOT) in a form approved by the City Attorney's Office, for a matching grant in the amount of $115,500 ($86,500 UDOT/$29,000 Park City) to engineer, design and construct a sidewalk along SR-248, Kearns Boulevard.

Attachments:
Cooperative Agreement
Project Area Map

Curb, gutter & sidewalk Construction
SR-248; Kearns Blvd.-Inter. w/SR-224 (900ft E along SR-248)
COOPERATIVE AGREEMENT WITH
Park City
Charge ID No. SW2001

<u>COOPERATIVE AGREEMENT</u>

THIS COOPERATIVE AGREEMENT, made and entered into this _______ day of _______________, 20_, by and between the **UTAH DEPARTMENT OF TRANSPORTATION,** hereinafter referred to as the **"UDOT"**, and **PARK CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the **"City"**,

WITNESSETH:

WHEREAS, in the interest of public safety, it is the desire of the parties hereto to construct and thereafter maintain a pedestrian safety project on SR-248, Curb, gutter & sidewalk, at the locations described as follows: SR-248; Kearns Blvd.-Interchange with SR-224 (900ft E along SR-248); and

WHEREAS, funds for the construction of pedestrian safety projects have been made available by an appropriation from the Utah State Legislature for distribution by the **UDOT**; and

WHEREAS, it is the intent of the Utah State Legislature that participation in the pedestrian safety project be on a 75% State, 25% Local match basis; and

WHEREAS, the **UDOT** has determined by formal finding that payment for said work on public right of way is not in violation of the laws of the State or any legal contract with the **City**.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where under said work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **City** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this agreement.

2. All construction work performed by the **City** or its contractor shall conform to **UDOT's** standards. **City's** construction may conform to local standards if they are equal to or greater than the **UDOT** standards.

3. All construction performed under this agreement shall be barrier free to wheelchairs at crosswalks and intersections according to State and Local standards.

4. The **City** shall submit plans for the work covered by this agreement to **UDOT's** Region Two Sidewalk Coordinator for review and approval. Upon approval of the plans, and before commencing any construction within the highway right of way, the **City** or its contractor shall obtain a Highway Right of Way Encroachment permit from the Region Two Encroachment and Permits Officer.

5. The **City** will participate a minimum of 25% of said project. **City's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to support all costs.

6. The total estimated cost of the pedestrian safety project including **City's** participation is as follows:

UDOT Funds (Allocated Amount)	$86,500.00
City's Match (25% Minimum of Total)	$29,000.00
TOTAL PROJECT	$115,500.00

7. Upon **UDOT** approval of the pedestrian safety project plans and satisfactory evidence that the project is ready to proceed, the **UDOT** will deliver to the **City** a one time lump sum amount of $86,500.00 for the construction of the facilities covered by this cooperative agreement. This amount is the maximum sum of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **City's** match shall be revised to cover the additional amount.

8. The **City** will furnish to the **UDOT** a statement upon completion of the project for which the grant was made certifying the amount of State-funds expended, verification of **City** participation amounts, and certification that the project was completed in accordance with the standards and specifications adopted for the project by this cooperative agreement.

9. **UDOT** shall have the right to audit all cost records and accounts of the **City** pertaining to this project. Should the audit disclose that **City's** expenditures for the project are less than the grant, all unexpended funds shall be refunded promptly to the **UDOT**. For purpose of audit, the **City** is required to keep and maintain its records of work covered herein for a minimum of three (3) years after completion of the project.

10. If for any reason, the **City** has not commenced construction of said project within a two (2) year time period from **UDOT** Commission approval of the safety project, the **City** will relinquish the grant allocation or refund the funds already paid to the **City** for the project upon request from the **UDOT**.

Upon commencement of the construction, the **City** agrees to complete the construction in an expeditious manner and in a reasonable time frame. Should the **UDOT** determine that the work is not proceeding in an expeditious manner, and upon thirty (30) days written notice, it may withdraw said grant and require the **City** to refund any portion of the grant funds not expended for approved items at the time of withdrawal.

11. Upon completion of the work covered by this cooperative agreement, the **City** shall, either directly or by ordinance, cause any sidewalks covered by this cooperative agreement to be maintained, renewed and/or repaired to perpetuate a secure and non-hazardous pedestrian facility. Said maintenance is to include snow removal.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

Park City, A Municipal Corporation of the State of Utah

By: ______________________

Title: ______________________

By: ______________________

Title: ______________________

(IMPRESS SEAL)

** **

UTAH DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

____
Region Safe Sidewalk Coordinator

APPROVED:

____
Region Director

APPROVED AS TO FORM:

The Utah Attorney General's Office has previously approves all paragraphs in this Agreement as to form.

APPROVED:

____
Division of Finance

City Council
Staff Report

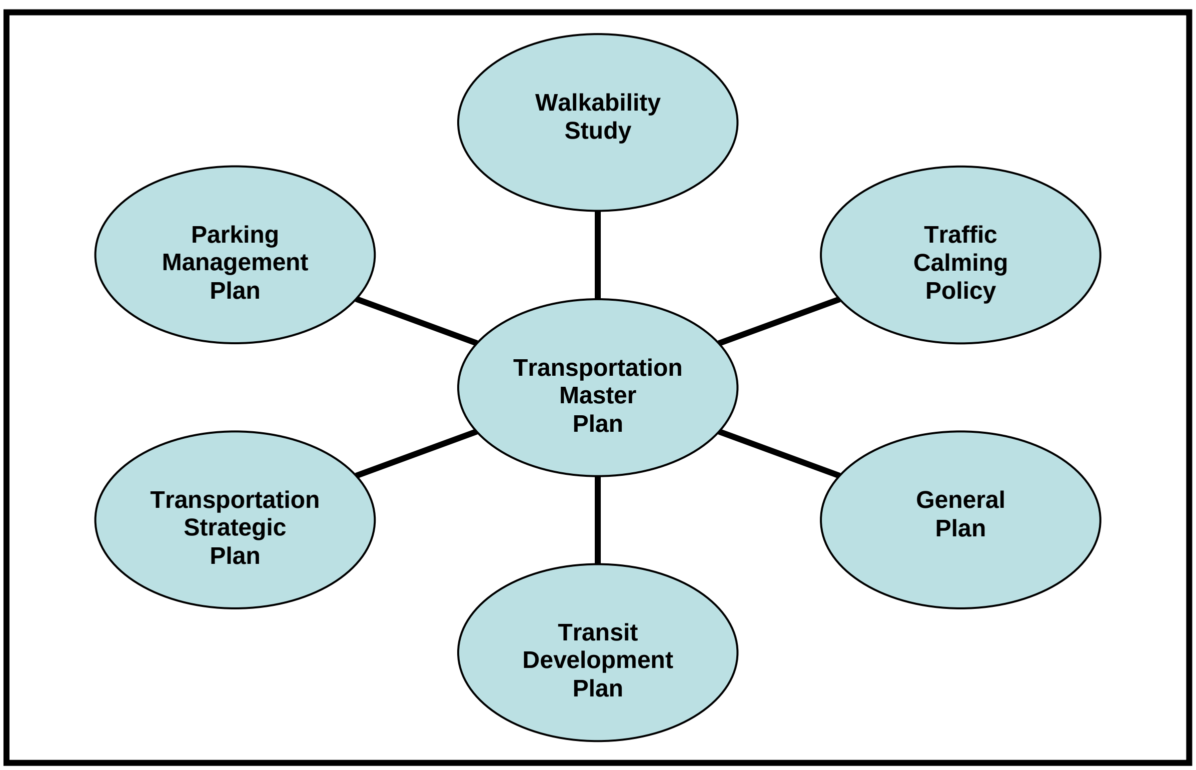
Author: Jonathan Weidenhamer; Kent Cashel
Subject: Walkable/ Bikable Community Study Contract with Landmark Design
Date: October 26, 2006
Type of Item: Legislative - Award of Contract

Summary Recommendation –
1. Discuss overall transportation management strategies
2. Authorize The City Manager to execute the attached service provider agreement with Landmark Design to conduct a Walkable and Bikable Community Study in the amount of $122,270, in a form approved by the City Attorney

Topic: Service Provider Agreement for a Walkable and Bikable Community Study

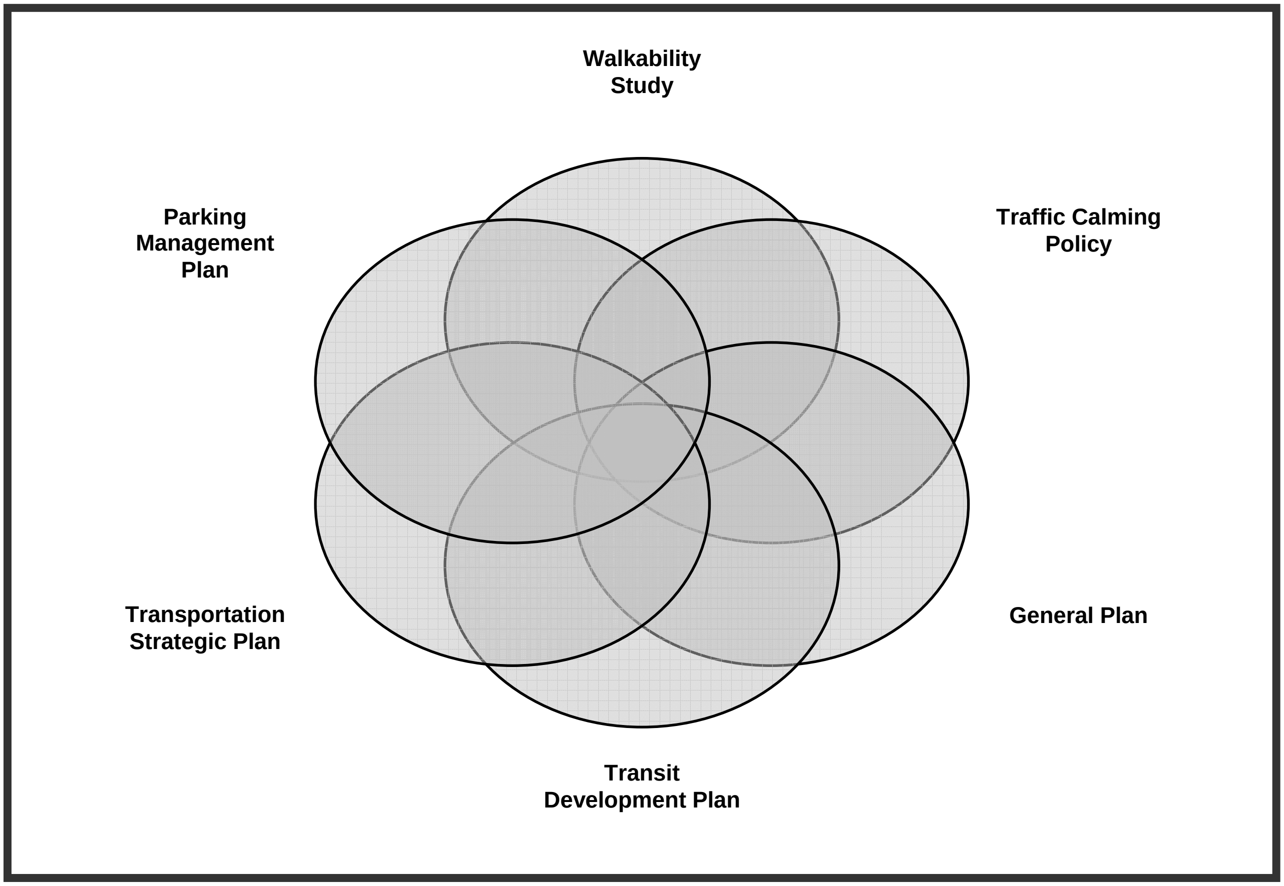
Background:
Over the next several months City Council will be reviewing and affirming policy on the City's General Plan, traffic calming policy, parking management plan, transportation strategic plan, walkability study (Trails Master Plan), and transit development plan. These individual elements comprise the City's transportation master plan.

It is convenient and natural to consider each of the elements of the City's transportation master plan independently from one another as is depicted in the graphic below. Once these elements are considered separately then it seems logical that strategy, policy and actions can be determined independently for each of element without impacting any of the other elements.



As one begins to work with the transportation master plan it quickly becomes apparent that the individual elements of the plan are not separate or independent but are interdependent as is depicted in the Venn diagram below. As Council considers strategies, staff suggests constant reference to the Transportation Strategic Plan was adopted on March 30, 2006 (Exhibit A).

Transportation Master Plan



Any strategy, policy or management decision regarding one component will most often directly impact one or more of the other components. For example, should a determination be made to aggressively pursue traffic calming this decision will likely have a negative impact on traffic flow, transit travel times and parking availability.

As City Council determines strategy or policy regarding any one element of the City's transportation master plan (e.g., the walkability study) it is critical that these decisions take into consideration the impacts that those decisions will have on other elements of the plan. Parking and traffic calming strategies will be discussed on November 2, 2006.

<u>Walkability Study</u>
During the spring 2006 budget update, Council funded a Walkable Community Study in the amount of $100,000. Council later appropriated an additional $50,000 to expand the scope to contemplate the overall impacts of traffic on the City's walkability and connectivity. An

internal staff task force was formed to oversee the study and define the scope of the RFP/RFQ. The group included Patrick Putt (Planning Director), Eric DeHaan (City Engineer), Kent Cashel (Deputy Public Works Director), Matt Twombly (Parks Planner), and Jonathan Weidenhamer (Sr. Planner/Economic Development). This steering committee will continue to oversee the project and meet with the consultant regularly until the project is completed.

On August 17, 2006 City Council provided direction to move forward with the RFP/RFQ. The scope of the study, fee schedule, and anticipated timeline is addressed in detail in Exhibit B of the attached contract. The City Council also provided direction to use the community “Share the Road” group as a public input resource as the Study moves forward, and to include the recently completed Walkable Community Audit of the Park Bonanza area as background to the Study.

Analysis:
The RFP/RFQ was issued on September 4, 2006. Five firms responded. The oral interview and selection team interviewed 3 firms. The selection team comprised of the following members:

Jonathan Weidenhamer – Park City Municipal Planner
Patrick Putt – PCMC Planning Director
Matt Twombly – PCMC Parks and Trails Planner; Capital Projects
Jerry Gibbs - PCMC Public Works Director
Evan Russack – PC Planning Commissioner
Carol Potter – Mountain Trails, Share the Road/Alternative Transportation Committee
Senta Beyer – Snyderville Basin Rec. (Trails), Share the Road/Alternative Transportation Committee

Landmark Design was chosen because of their project approach, quality of their interview, and demonstrated experience on similar projects. The study is scheduled to begin in early November with the public involvement portion of the project. The schedule calls for completion by February 15, 2007. Adoption of the updated Trails Master Plan is preliminarily scheduled for March 2007. Landmark Design’s complete proposal is available upon request.

Department Review: This report has been reviewed by representatives of the Planning, Public Works, and Legal Departments and the City Manager’s Office.

Alternatives:

- **A. Approve the service provider agreement as attached: (Staff recommendation)**
- **B. Modify the agreement:**
- **C. Deny the Request:**
- **D. Continue the Item:**
- **E. Do Nothing:**

Staff Recommendations:
Staff is requesting authorization to enter into a service provider contract with Landmark Design, in a form approved by the Legal Department, to include completion of a walkable

and bikable neighborhood study, culminating in the adoption of an updated Trails Master Plan. The contract amount is $122,270.

Exhibits:
Exhibit B – Strategic Transportation Master Plan
Exhibit A – RFP/RFQ excerpts:

- I. Introduction & project background
- II. Scope of Work
- III. Composition of Project Teams Requirements
- IV. Selection Process

Exhibit C - Professional Services Provider Agreement

Exhibit A – Strategic Transportation Master Plan

Entry Corridors Transit\Transportation Management Strategic Plan	
Mission Statement: To provide for the safe and efficient movement of people and goods while seeking to preserve and enhance Park City's unique community, economy and natural environment.	
Objectives:	**Strategies/Policies:**
o Gain a thorough understanding of volumes and travel patterns that make up current and future traffic conditions along the Entry Corridors. o Adopt regional solutions to regional transportation issues through interagency cooperation and involvement. o Involvement of citizen and business communities in development and implementation of strategies to address transportation issues. o Ensure current capacity of Entry Corridor roads are utilized effectively before expanding roads or related infrastructure. o Ensure that land use and planning decisions balance traffic impacts of development and road capacity while providing for mitigation of those impacts. o Ensure that the City's General Plan reflects the objectives, strategies and action items of this strategic plan. o Ensure that all capital expenditure	o Pursue formal agreements to cooperate with regional entities on transportation issues. o Develop and implement an ongoing traffic monitoring program. o Utilize travel demand management (TDM) strategies to mitigate peak hour travel volumes. o Expand public transit where appropriate. o Facilitate development and promotion of park and ride, van pool, rideshare and alternative mode programs. o Facilitate improved special event traffic planning, coordination and communication. o Work with local business community to facilitate the development and implementation of a regional transportation management association (TMA). o Facilitate regional efforts to secure Federal and State financial assistance to fund necessary transit & road projects. o Develop and implement a public participation process to facilitate citizen involvement in the

Entry Corridors Transit\Transportation Management Strategic Plan	
plans utilize achievable revenue and expense assumptions.	development and implementation of strategies to address transportation issues. o Develop processes and procedures to ensure the traffic impacts of all development and annexation proposals are carefully analyzed and understood. o Develop processes and procedures to ensure all MPD and annexation proposals are required to include a traffic impact analysis and a traffic mitigation plan sufficient to evidence that the development's or annexation's traffic impacts will not reduce current Levels of Service (LOS) on the City's road network. o Utilize financial instruments (e.g., bonding) when appropriate to balance expenditures with revenue resources and cash flow timing. o Develop and implement an ongoing multi-media communication plan to inform and educate the public on regional transportation issues, transportation management efforts and the role each individual plays in an effective transportation management program. o Coordinate transportation planning efforts with General Plan update.

Entry Corridors Transit\Transportation Management Strategic Plan	
Mission Statement: To provide for the safe and efficient movement of people and goods while seeking to preserve and enhance Park City's unique community, economy and natural environment.	
Objectives:	**Strategies/Policies:**
o Gain a thorough understanding of volumes and travel patterns that make up current and future traffic conditions along the Entry Corridors. o Adopt regional solutions to regional transportation issues through interagency cooperation and involvement. o Involvement of citizen and business communities in development and implementation of strategies to address transportation issues. o Ensure current capacity of Entry Corridor roads are utilized effectively before expanding roads or related infrastructure. o Ensure that land use and planning decisions balance traffic impacts of development and road capacity while providing for mitigation of those impacts. o Ensure that the City's General Plan reflects the objectives, strategies and action items of this strategic plan. o Ensure that all capital expenditure plans utilize achievable revenue	o Pursue formal agreements to cooperate with regional entities on transportation issues. o Develop and implement an ongoing traffic monitoring program. o Utilize travel demand management (TDM) strategies to mitigate peak hour travel volumes. o Expand public transit where appropriate. o Facilitate development and promotion of park and ride, van pool, rideshare and alternative mode programs. o Facilitate improved special event traffic planning, coordination and communication. o Work with local business community to facilitate the development and implementation of a regional transportation management association (TMA). o Facilitate regional efforts to secure Federal and State financial assistance to fund necessary transit & road projects. o Develop and implement a public participation process to facilitate citizen involvement in the

Entry Corridors Transit\Transportation Management Strategic Plan	
and expense assumptions.	development and implementation of strategies to address transportation issues. o Develop processes and procedures to ensure the traffic impacts of all development and annexation proposals are carefully analyzed and understood. o Utilize financial instruments (e.g., bonding) when appropriate to balance expenditures with revenue resources and cash flow timing. o Develop and implement an ongoing multi-media communication plan to inform and educate the public on regional transportation issues, transportation management efforts and the role each individual plays in an effective transportation management program. o Coordinate transportation planning efforts with General Plan update.

Entry Corridors Transit\Transportation Management Strategic Plan

Mission Statement:
To provide for the safe and efficient movement of people and goods while seeking to preserve and enhance Park City's unique community, economy and natural environment.

Objectives:

- Gain a thorough understanding of volumes and travel patterns that make up current and future traffic conditions along the Entry Corridors.
- Adopt regional solutions to regional transportation issues through interagency cooperation and involvement.
- Involvement of citizen and business communities in development and implementation of strategies to address transportation issues.
- Ensure current capacity of Entry Corridor roads are utilized effectively before expanding roads or related infrastructure.
- Ensure that land use and planning decisions balance traffic impacts of development and road capacity while providing for mitigation of those impacts.
- Ensure that the City's General Plan reflects the objectives, strategies and action items of this strategic plan.
- Ensure that all capital expenditure

Strategies/Policies:

- Pursue formal agreements to cooperate with regional entities on transportation issues.
- Develop and implement an ongoing traffic monitoring program.
- Utilize travel demand management (TDM) strategies to mitigate peak hour travel volumes.
- Expand public transit where appropriate.
- Facilitate development and promotion of park and ride, van pool, rideshare and alternative mode programs.
- Facilitate improved special event traffic planning, coordination and communication.
- Work with local business community to facilitate the development and implementation of a regional transportation management association (TMA).
- Facilitate regional efforts to secure Federal and State financial assistance to fund necessary transit & road projects.
- Develop processes and procedures to ensure the traffic impacts of all

Entry Corridors Transit\Transportation Management Strategic Plan	
plans utilize achievable revenue and expense assumptions.	development and annexation proposals are carefully analyzed and understood. o Develop processes and procedures to ensure all development and annexation proposals are required to include a traffic impact analysis and a traffic mitigation plan sufficient to evidence that the development's or annexation's traffic impacts will not reduce current Levels of Service (LOS) on the City's road network. o Utilize financial instruments (e.g., bonding) when appropriate to balance expenditures with revenue resources and cash flow timing. o Develop and implement an ongoing multi-media communication plan to inform and educate the public on regional transportation issues, transportation management efforts and the role each individual plays in an effective transportation management program. o Coordinate transportation planning efforts with General Plan update.

Exhibit B – RFP/RFQ excerpts

I. Introduction

Project Background:

Park City Municipal Corporation has recently engaged in discussions with several neighborhoods to address walkable and bikeable community issues. During the recent budget update, the City Council approved funding in the amount of $150,000 to update the Trails Master Plan (TMP) and prepare an action plan and list of improvement projects to make the City's neighborhoods more walkable and bikeable. It is the goal of this process to provide better community connectivity, enhance the viability of neighborhood districts, and continue a tradition of excellence in pedestrian oriented amenities throughout the City.

The City's goal is to complete the scope of work by February 15, 2007 in order to include the projects in the spring 2007 Capital Improvement Project budgeting process.

II. Scope of Work

A. Trails Master Plan Update

The Trails Master Plan (TMP) was adopted by Council in 1983 and was updated and adopted by Council in 1993 and 2003. The TMP and subsequent adoptions were produced by City Staff and are supplemental to the General Plan and Land Management Code for securing easements, dedications and the construction of public trails by development. The consultant team is expected to review all sections of the TMP and prepare recommendations for additional language that promotes walkable and bikeable neighborhoods.

B. Existing Network Assessment

The consultant team should prepare an approach to assessing the existing networks within neighborhood districts. This approach should include, but not be limited to, the following:

1. Establish neighborhood districts beginning with the neighborhoods defined by the General Plan.
2. Identify key neighborhood district assets and service facilities to be connected by trail and sidewalk networks.
3. Identify deficiencies, conflicts and/or critical needs within and between each neighborhood district.
4. Define acceptable walking distances to local facilities which can begin to define desired connections and potential routes.
5. Research and identify available street right-of-way and easements.

C. Improvement Projects and Design Standards

The main objective of this project is to create a clear and detailed list of improvement projects that will ultimately improve walkable and bikable connectivity between Park City's neighborhood districts. Items to be delivered in this phase of work include:

1. List of desired projects including description of work, budget construction estimates and potential funding sources.
2. Building on the existing TMP design standards and references, the consultant team should provide supplemental design standards for neighborhood trail and sidewalk construction.
3. Prepare definitions and guidelines to define walking paths and bike ways.

D. Prioritization of Improvement Projects and Action Plan

The goal of this phase of work is to create a mechanism by which projects can be prioritized. The consultant team, in collaboration with the City will establish evaluation criteria, prioritize the projects and identify an action plan for implementation. Work in this phase will include:

1. List of evaluation criteria to establish a fair and consistent means of prioritizing projects.
2. Utilizing the evaluation criteria, prioritize the list of improvement projects.
3. Create an Action Plan, to be added to the TMP as Addendum summarizing process, assessment, list of prioritized improvement projects and funding strategies.
4. Define additional right-of-way/easements required to implement projects.

E. Public Involvement

The consultant team shall prepare and facilitate City-wide neighborhood input meetings. The consultant team shall also prepare a comprehensive written review and assessment of the neighborhood meetings, including specific recommendations for each neighborhood. The consultant team's proposal shall include, at a minimum, one meeting with each neighborhood as established in the Park City General Plan, one meeting with the Planning Commission, and two meetings with the City Council. The consulting team shall be responsible for all time and expenses related to scheduling, coordinating, and summarizing all neighborhood, Planning Commission, and City Council meetings, as well as all materials necessary to conduct the meetings.

F. General Information

1. Park City Municipal Corporation will make the following documents available through the City website at: www.parkcity.org/onlineservices/downloadabledocuments/publications

   a) RFP/RFQ
   b) Park City Trails Master Plan (TMP)
   c) Park City General Plan
   d) Park City's 2002 Old Town Improvement Study

III. Project Teams: Composition

The Consultant Team must include, at minimum, individuals with demonstrated experience, on similar projects in creating and addressing community and neighborhood walkability and connectivity. It is anticipated that the process will include discussion regarding vehicular traffic impacts, however, it is not the intent of the study to solve traffic issues. The consultant team may include a traffic consultant but does not require a traditional traffic study. The City will inform the consultant team of current and proposed traffic/street improvements. The consultant will be expected to us this information in formulating final recommendations.

IV. Selection Process

The selection process will occur as follows:

A. Request for Qualifications/Proposals (RFQ/RFP)
   1. Open request for qualifications and proposals from interested firms
   2. All respondents must address submittal requirements outlined in Section V, Submittal Requirements.
   3. Review of submittals and qualifications followed by selection of short list of up to three firms for further consideration (short list).
   4. Firms advised of selection results.

B. Oral Interviews with Consultant Team Short List.
   1. Presentation of proposals from short-listed firms and interview with selection committee.
   2. Selection of design consultant team.

PCMC will engage a selection committee to review submitted Statements of Qualifications/Proposals submitted by short-listed Consultant Teams. The committee may include members of the PCMC staff, contracted consulting representatives, and community and neighborhood representatives.

The selection committee will review all properly submitted Statements of Qualifications/Proposals. Non-responsive submittals (those not conforming to the RFQ/RFP requirements) will be eliminated. The remaining submittals will be evaluated to eliminate those, which in the judgment of the selection committee, fail to offer sufficient merit to warrant further consideration. Each respondent bears the sole responsibility for the items included or not included in its submittal. Deviations from or exceptions to the terms and specifications contained within this RFQ/RFP, if stipulated in a submittal, while possibly necessary in the view of the submitting respondent, may result in disqualification.

After conclusion of evaluation of Statements of Qualifications/Proposals, the short listed proposals will be reviewed in preparation for the interviews. The interviews will be conducted at Park City's City Hall. Based on evaluation of qualifications, proposals and interviews, a Consultant Team will be selected. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals.

Exhibit C

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 26th day of October, 2006, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Landmark Design, 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. <u>SCOPE OF SERVICES</u>.
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 "Project"). The total fee for the Project shall not exceed One Hundred Twenty-Two Thousand Two Hundred Seventy dollars ($122,270).

2. <u>TERM</u>.
The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on June 15, 2007 or earlier, unless extended by mutual written agreement of the Parties.

3. <u>COMPENSATION AND METHOD OF PAYMENT</u>.

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. <u>REPORTS AND INSPECTIONS</u>.

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. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

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. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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. <u>HOLD HARMLESS INDEMNIFICATION</u>.

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

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

8. INSURANCE.

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

A. General Liability insurance written on an occurrence basis with limits no less than 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.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

____
Dana Williams, Mayor

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER

Address:

Tax ID#: ______________________

____
Signature

____
Printed name

____

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of ________________, 2006, personally appeared before me Mark Vlasic, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the Principle and Vice President of Urban Design of Landmark Design Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as Principle and Vice President of Urban Design of Landmark Design a _______ corporation.

____
Notary Public

Exhibit "A" – Scope of Services

I. Services & Deliverables - The Service Provider will perform a Walkable and Bikable Community Study. The Study will culminate with adoption of an updated Trails Master Plan by the Park City Council. The goal is to create a comprehensive system of walkable and bikeable routes and places. In order to meet this goal, the connectivity needs and options for Park Ctiy's neighborhoods and districts must be assessed, and then organized in a meaner that meets the connectivity goals for the community as a whole.

This project will provide planning and design solutions that build upon Park City's reputation as a first-class place for walking and biking. The goal is to create a comprehensive system of walkable and bikeable routes and places. In order to meet this goal, the connectivity needs and options for Park City's neighborhoods and districts must be assessed, and then organized in a manner that meets the connectivity goal for the community as a whole.

The primary purpose of the plan is to establish a clear and detailed list of future projects that will improve pedestrian and cyclist connectivity within Park City. When complete, the ***Park City Trail Master Plan Update and Walkable/Bikeable Neighborhood Plan*** will include a detailed analysis of needs, gaps and solutions; corresponding cost estimates, schedules and priorities; and an action plan for prioritizing associated capital improvements.

The primary purpose of the plan is to establish a clear and detailed list of future projects that will improve pedestrian and cyclist connectivity within Park City. When complete, the Trails Master Plan shall be updated and will include a detailed analysis of needs, gaps and solutions; corresponding cost estimates. Schedules and priorities; and an action plan for prioritizing associated capital improvements. In addition to contracting and management of the Service Providers Sub-Consultants listed in Section V, Landmark Design's Services and deliverables will include the following tasks:

1) Identifying Existing Information and Preliminary Site Analysis
2) Public Involvement
3) Planning Review and Progress Meetings
4) Trails Master Plan Update
5) Assessment of existing network
6) Improvement Projects and Design Standards
7) Prioritization of Improvement Projects and Action Plan
8) Briefings, Presentations and Adoption

TASK 1: Existing Information and Preliminary Site Analysis

In order to become more familiar with the site and surroundings, Park City staff will provide the Landmark Design Team with copies of relative existing information during the earliest stages of the project. This will include but not be limited to the following:

- Available GIS layers – (aerial photos, topographic data, streets, lot lines, trails plan, land use, zoning, etc.)
- Traffic calming policies and information regarding recent projects
- Traffic studies (Horrocks, Hales, other relevant)
- Draft or completed plans - Park Bonanza District
- Digital copy of the current Trails Plan.

DELIVERABLES:

- A kickoff meeting with Park City staff to verify that relevant and available information has been provided and that the Planning Team is up to speed. This meeting will also provide an informal opportunity to share relevant information and current thoughts, to organize future meetings and schedules, and determine preliminary neighborhood planning areas. The meeting should conclude with a familiarization tour of the community and neighborhoods;
- Project-specific base map utilizing PCMC base data;
- Frequent and regular communication with our Park City contact. Telephone calls, email contact and other electronic means of communication should be used to the greatest degree possible to expedite the process.

TASK 2: Public Involvement

DELIVERABLES:

- Telephone Survey to identify community-wide issues and vision;
- Middle School open house to provide the perspective of non-drivers;
- 3 – Consolidated Neighborhood Workshops to identify specific issues, gaps in the system, and opportunities;
- 1 - Public Forum Meeting to review preliminary list of Projects and corresponding evaluation criteria;
- Automated dialing system to notify residents of public involvement opportunities;
- Develop and Maintain Project Website (see www.ldi-ut.com for several on-going examples);
- Project publicity utilizing local media outlets to educate and engage the public.

TASK 3: PLANNING REVIEW AND PROGRESS MEETINGS

The Landmark Design Team will work closely with Park City staff in order to receive input, guidance and advice for our efforts. We will rely on our Park City staff contact to determine which staff members and other potential participants should attend meetings, which will be held on a bi-weekly basis (see schedule for approximate dates) to track progress.

In order to begin critical guidance and direction, we propose conducting the first meeting as a "scoping" session as part of the kickoff meeting described in Task 1. Additional meetings will take place at the discretion of Mark Vlasic and our Park City staff contact, although we anticipate the bulk of day-to-day communication to occur via telephone and email contact.

DELIVERABLES:

- 8 - Bi-weekly Review and Progress Meetings (approximate)
- Regular and frequent contact with our Park City staff contact

TASK 4: Trails Master Plan Update

Park City's current Trails Master Plan serves as the starting point for all subsequent analysis related to this project. Planned facilities will be reviewed by Landmark Design and InterPlan to determine their viability and demand in the context of new developments, changing patterns of use, and other factors which may have impacted the need for planned trail infrastructure.

Creating walkable and bikeable neighborhoods certainly requires sufficient attention to trails and other facilities, but also requires consideration of elements such as the surrounding type and scale, uses, proximity to destinations near and far, connection to adjacent neighborhoods, nodes and districts, topography, and climate. These aspects of creating a walkable community need to be included as guiding elements in the City's Trails Master Plan.

DELIVERABLES:

- Review Trails Master Plan Update and Suggest Modifications to Language

TASK 5: Assessment of Existing Network

The Landmark Team will work with PCMC and other agencies and entities to collect all available and relevant information in a coordinated and efficient manner in order for a comprehensive inventory of bicycle and pedestrian facilities to be developed. Working in close cooperation with City Staff, the Landmark Design Team will establish Neighborhood Districts. Beginning with the neighborhoods described in the General Plan, these will be evaluated to determine relevancy to this project.

In addition to identifying and defining the City's neighborhoods, the Landmark Team will work with staff, residents and others to identify assets and facilities that enhance and promote walkable and bikeable environments. These will include but not be limited to schools, libraries, transit centers and stops, regional trailheads and connections, recreational amenities, and residential and commercial areas. Other less obvious but equally important destinations and activity generators, such as bus stops, hangouts, meeting places and special "places" will also be identified and documented to establish as complete an inventory as possible.

Once assets and facilities have been identified, the Landmark Design Team will work with City Staff to define acceptable walking distances to local facilities. Since walking is the most immediate and basic level of connectivity, this will serve as the starting point for defining necessary and desired connections and alternative routes throughout the community.

InterPlan will lead the effort to identify deficiencies in infrastructure including missing sidewalks, gaps in trail facilities, and other unmet needs as defined by local residents. From this assessment of missing or lacking infrastructure, the Landmark Team will begin to define alternatives to meet these needs and link important land uses and existing facilities.

InterPlan will also work with Alliance Engineering and Park City Public Works staff to identify street rights-of-way and easement information in areas where a need has been defined. This information will be used to develop viable alternatives that address existing gaps in service.

TASK 6: Improvement Projects and Design Standards

DELIVERABLES:

- A list of Desired Projects, including description of work, possible alternatives, budget construction estimates and potential funding sources;
- Supplemental Design Standards for neighborhood trail and sidewalk construction, based on existing TMP design standards and references; and
- Definitions and Guidelines that define walking paths and bikeways.

TASK 7: Prioritization of Improvement Projects and Action Plan

DELIVERABLES:

- List of Evaluation Criteria
- Apply Criteria to List of Improvement Projects
- Formation of Action Plan
- Identification of additional right-of-way or easements necessary to implement improvement projects

TASK 8: Briefings, Presentations and Adoption

Senior members of the Landmark Design Team will brief members of the Park City Planning Commission and City Council during a joint meeting at the conclusion of Task 6. A senior member of Landmark Design will make adoption presentations to members of the Planning Commission and City Council at the conclusion of Task 8. Landmark Design will be available if one or two extra meetings are required for adoption. If more than two extra meetings are required, Park City will reimburse Landmark on a time and materials basis.

DELIVERABLES:

- One (1) Joint Briefing to Park City Planning Commission and City Council
- One to two (1-2) Adoption Presentation to Park City Planning Commission
- One to two (1-2) Adoption Presentation to the Park City Council

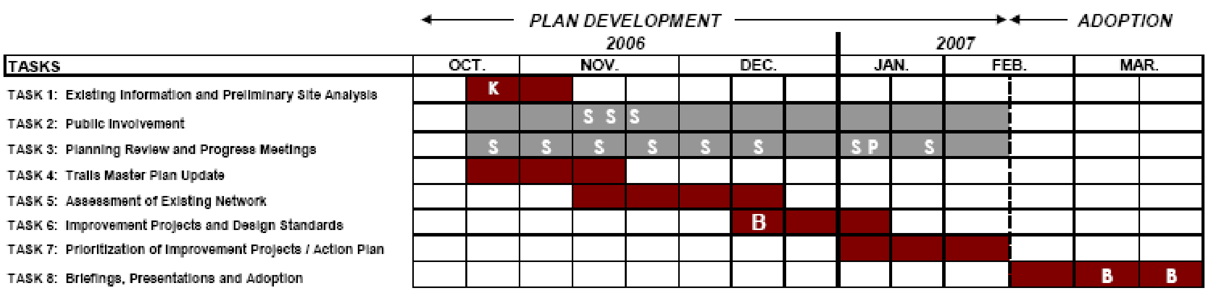
III. Detailed listing of tasks to be performed, design team members involved, and dates targeted for completion:

												Fee By Task
					HOURS							
	LMD Hours			InterPlan			W&F		Alliance Eng			
TASKS	MV	JS	Staff	AO	MR	RE	LF	FF	SD	Staff		
1 Existing Information and Preliminary Site Analysis												
Base Mapping and Plan Preparation	8	0	20	0	0	0	0	0	0	0	28	**$2,460.00**
2 Public Involvement											0	
Telephone Survey*	0	0	0	0	0	0	35	52	0	0	87	
Middle School Open House	12	8	16	8	4	8	4	12	0	0	72	
3 – Consolidated Neighborhood Workshops	24	15	32	24	15	15	4	12	0	0	141	
2 – Public Forum Meetings	16	13	16	13	5	10	5	20	0	0	98	
Automated Dialing System	0	0	0	0	0	0	2	8	0	0	10	
Develop and Maintain Project Website	8	0	16	0	0	0	0	4	0	0	28	
Project Publicity and Media Contact	0	0	0	0	0	0	8	20	0	0	28	**$51,045.00**
3 Planning Review and Progress Meetings											0	
8 - Bi-weekly Review and Progress Meetings (approximate	32	8	0	32	0	0	12	24	13	0	121	**$14,590.00**
4 Trails Master Plan Update											0	
Review Trails Master Plan	14	2	8	16	2	16	0	0	0	0	58	**$5,600.00**
5 Assessment of Existing Network											0	
Existing Network Assessment and Report	24	4	24	16	2	16	0	0	0	0	86	**$8,260.00**
6 Improvement Projects and Design Standards											0	
List of Desired Projects	12	4	8	12	4	8	0	0	0	0	48	
Supplemental Design Standards	8	2	0	16	4	8	0	0	8	8	54	
Definitions and Guidelines	8	2	0	16	2	8	0	0	2	0	38	**$14,600.00**
7 Prioritization of Improvement Projects and Action Plan											0	
List of Evaluation Criteria	8	4	0	6	2	12	0	0	0	0	32	
Apply Criteria to List	8	2	0	5	2	12	0	0	0	0	29	
Formation of Action Plan	16	2	16	8	2	12	0	0	0	0	56	
ID Additional Right-of-way/ Easements	4	0	8	8	1	12	0	0	4	4	41	
Policy-based Operations and Maintenance Plan	2	0	0	8	1	7	0	0	0	0	18	**$16,685.00**
8 Briefings, Presentations and Adoption											0	
1 - Joint Briefing to Park City Planning Commission and C	8	0	0	5	0	0	0	0	0	0	13	
1 - Adoption Presentation to Park City Planning Commissi	8	0	0	5	0	0	0	0	0	0	13	
1 - Adoption Presentation to the Park City Council	8	0	0	5	0	0	0	0	0	0	13	**$4,530.00**
											0	
TOTAL HOURS	228	66	164	203	46	144	70	152	27	12	**1112**	**$117,770.00**

I. **Schedule** - The Service Provider will provide the deliverables defined in part I by the following dates:

The Landmark Design Team understands that in order to meet PCMC budgetary deadlines, the List of Prioritized Projects should be ready by approximately February 15, 2007, with Final Plan adoption to occur immediately thereafter. As illustrated in the accompanying schedule, we are prepared to meet this schedule, assuming that a Notice-to-Proceed is provided by October 19, 2006 as described in the RFP.

Proposed Schedule



K - Kickoff Meeting
S - Staff Review Meeting
N - Neighborhood Workshop
P - Public Open House
B - Briefings/ Presentations to Planning Commission and City Council

Project Kickoff Date - October 19, 2006
Work Completion - February 15, 2007
Adoption Process - February 15 - March 30 2007

IV **Fees** - The Breakdown of Fees

1. Basic Services to cover the outlined services and deliverables ……. $117,770
2. Reimbursables ……………………………………………………….$ 4,500
3. Total Fees not to exceed …………………………………………….. $ 122,270

The outlined tasks, hours, personnel, and fee structure gives the City and Service Provider a necessary outline of tasks and activities involved in completing a Walkable Community Study that culminates with an adopted Trails Master Plan. Should adjustments be necessary to the outlined activities stated in Section II “Fees and Hours by Tasks and Personnel”, the two Parties will address through written correspondence.

V. **Project Team**

1) Sub-Consultants & City Consultants
   a. The following are sub-consultants to the Service Provider:

   i. Traffic Engineer – InterPlan
   ii. Public Participation and Media Coordination – Wilkinson Ferrari
   iii. Civil Engineering - Alliance

b. It is understood that the above listed Sub-consultants have been selected by the Service Provider and have been approved by the City. Any substitutions of these identified Sub-consultants must be approved by the City in writing.
c. The Service Provider will be responsible for reviewing and coordinating the work of its consultants as well as coordinating the Service Provider's work with the City's identified consultants. However, the Service Provider shall have no responsibility or liability with respect to the quality of the City Consultant's work.
d. All contracts between the Service Provider and its Sub-consultants shall incorporate the terms of this agreement.

Exhibit "B" – Hourly Rates for added Work

Hourly rates for Landmark Design and Landmark Design's Consultants shall be as indicated in the "Detailed listing of tasks to be performed" included in Exhibit "A".

City Council Staff Report

Planning Department

Subject **Outdoor Display of art on City Property**
Date: **October 20, 2006**
Applicant: **Sandra Morrison – Park City Historical Society & Musuem**
Zoning: **Historic Commercial Business (HCB)**
Project Planner: **Jonathan Weidenhamer**
Type of Item: **Action – Administrative Outdoor Display of Art on City-Owned Property**

Summary Recommendation
Staff recommends that the display of art be denied at this time because it does not meet all criteria required by Section 15-4-15(B) of the Land Management Code and that it be considered within the overall museum renovations.

Background
The Park City Historical Society has asked the City for permission to place a mining double cage artifact on the lawn area behind the Museum, facing Swede Alley (Exhibits A & B). The placement would be temporary, and the piece would be removed when construction of the new museum expansion begins (estimated Spring 2007).

Per Section 15-2-15 (A) of the Land Management Code (LMC) the Policy and Purpose of regulating art on public property is, "to encourage and accommodate the placement and enjoyment of outdoor public works of art. Therefore, certain public/City-owned Properties are available for the display of art that promotes the visual interest, and economic vitality of Park City's Historic, resort-based community; promotes aesthetic enhancement through artistic expression; and contributes to the festive nature of Park City's world class resort atmosphere."

Staff has reviewed the proposal against the criteria in the LMC and has made a recommendation of denial (see analysis section for further detail). In general concerns have been raised by staff about the safety of the display, its impact on snow removal, and its relationship to the proposed museum expansion project. The proposal will require an encroachment agreement through the Engineering and Legal Departments. Staff recommends, through the museum expansion, one master encroachment agreement that would identify all potential areas for display, pedestrian connections, and other similar potential encroachments and liability issues. Rather than having a piecemeal approach, this master encroachment agreement could be put together in context with the overall proposal and necessary government approvals (CUP, Plat Amendment, Design Review) for the expansion. Staff seeks discussion on this topic.

The museum has suggested they have the resources to remove and store the artifact when the expansion begins. They have also suggested they run the risk of losing access to the artifact if they don’t get it displayed as soon as possible.

The Public Arts Advisory Board (PAAB) has reviewed the proposal and has forwarded a recommendation to allow the display (Exhibit C – meeting minutes). The placement of the piece will require the installation of a concrete base and therefore a building permit. It will also require an encroachment agreement to outline issues including snow removal and safety concerns.

Per Section 15-4-15(C) of the LMC, the City Council shall review and take final action on all requests for outdoor display of art on City property.

Analysis
Section 15-4-15(B) of the LMC regulates Outdoor Display of Works of Art on City-Owned Property subject to the following criteria:

1) The outdoor display of works of art must comply with the height and setback requirements of the zoning distict where it is located. **No Unmitigated Impacts:** *There are no minimum required setbacks in the HCB District. The display is approximately 17’ tall and within the HCB maximum height restrictions.*

2) Outdoor display of works of art that are displayed in excess of six (6) months must be designed and created with materials that will withstand the weather conditions and the elements. **No Unmitigated Impacts:** *The double cage is made of metal and has been exposed to the elements since it was created. It is able to withstand all weather conditions*.

3) The outdoor display of works of art must comply with all applicable Building Codes;
No Unmitigated Impacts: *The applicant has submitted all necessary drawings and exhibits to secure a building permit. This includes installation of a concrete pad and installation connections.*

4) In cases where the City is not the Owner of record of the work of art displayed, the City accepts no liability in cases of damage or theft of the art. **No Unmitigated Impacts:** *This would be addressed through an encroachment agreement that would be a condition of approval prior to installation of the display.*

5) No sale price may appear on the work of art, however, the name of the artist, the name of a gallery sponsoring the art, the name of the art work, and/or a brief narrative specific to the work of art, not exceeding one square foot (1 sq. ft.), may be attached to the work of art or its support base. **No Unmitigated Impacts:** *There is no proposed sale price, tag, or other narrative proposed.*

6) The outdoor display of works of art shall not create a hazard to the public due to moving parts, sharp edges, or extension into public Rights–of-Way, including sidewalks, or pedestrian and vehicular Areas; nor shall the display restrict vision at intersections.
Does not Comply: *The display is an old mining artifact and inherent to its nature is rusty metal. The artifact does not have moving or sharp part, however, the display will be readily*

accessible to the public, and that has created some level of concern to the Risk Management Department. It will need to be inspected closer should Council provide direction to allow the Display. Additionally, the display as proposed will interfere with snow removal along Swede Alley because the concrete slab required for installation is 7' x 7' and will displace approximately 50 sf of snow storage/ pedestrian/landscaped area (which will likely be lost ultimately due to the museum expansion).

7) <u>All lighting shall conform to the lighting regulations in Land Management Code chapter 15-5-5(1) Lighting.</u> **No Unmitigated Impacts.** *There is no onsite lighting proposed.*

Issues for Discussion

- Through the museum expansion project, the display of art and other museum pieces is expected in the new public connection from Swede Alley to Main Street. A master encroachment agreement will address the use of City space at this time including associated snow removal and liability issues. Staff thinks the upcoming Planning approval processes necessary for the expansion is the appropriate time to address all possible displays, rather than on a piecemeal basis.

<u>Alternatives</u>

1. Provide staff with direction to deny the proposal based on the findings in the analysis section until a master encroachment agreement can be created through the museum expansion project ; **this is staff's recommendation**; or
2. Provide staff with direction to create findings of fact and conditions of approval to allow the display; or
3. Continue the matter.

Recommendation

Staff recommends that the display of art be denied at this time because it does not meet all criteria required by Section 15-4-15(B) of the Land Management Code.

<u>Exhibits</u>

Exhibit A – Photograph of proposed artifact
Exhibit B – Photograph of proposed site of display
Exhibit C – August, 2006 Public Art Advisory Board Minutes

Exhibit A

Exhibit B

Exhibit C
PUBLIC ART ADVISORY BOARD
AUGUST, 2006 MEETING MINUTES

PLACEMENT OF DONATED ART ON PUBLIC PROPERTY (MUSEUM PIECE)

The Park City Historical Society has asked the City for permission to place a mining double cage artifact on the lawn area behind the Museum, facing Swede Alley. The placement would be temporary, and the piece would be removed when construction of the new museum expansion begins (estimated Spring 2007). Since procedure dictates that the proposal go through the PAAB for review and recommendations to City Council on the placement of the piece, Sandra Morrison (PC Historical) and Jonathan Weidenhamer (PCMC) presented their perspectives to the PAAB on the issue. Sharon Bauman also provided a written outline of the issue to PAAB members, and pointed out that the placement of the piece will require the installation of a concrete platform and therefore a building permit, and an encroachment agreement to outline issues including snow removal and safety concerns. The City's primary concerns are safety, damaging the piece with snowplows, and the impact on the developing Swede Alley/Town Plaza plan. Sandra described plans for the museum expansion which will include an open area two stories high to house this and other large pieces. After hearing both perspectives, Ron stated the opinion that, because it is temporary, it doesn't really impact the larger Swede Alley plans, and that other concerns can be addressed through the City's permit review process.

MOTION: Bianca Mead made a motion to forward a recommendation to City Council to consider allowing temporary placement of the double cage artifact on a platform on the lawn behind the museum (facing Swede Alley) until new construction begins on the museum expansion - conditional upon the appropriate City approvals, including a building permit, being obtained – at which time it will be removed at the expense of the Historical Society.
Susan Packard seconded the motion; the motion carried.