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

PRESENT:	**Mayor Dana Williams; Council members Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier and Joe Kernan**
	City Manager Tom Bakaly; City Attorney Mark Harrington; City Engineer Eric DeHaan; Senior Planner Jonathan Weidenhamer; Water Manger Kathy Lundborg; Deputy Public Works Director Kent Cashel; Public Works Director Jerry Gibbs; Special Events Facilitator Max Paap; Project Manager Matt Twombly

Work Session – City Council Chambers

1. Council questions/comments – Joe Kernan complimented the Commissioners Handbook. Marianne Cone noted that the Police Complaint Appeals Board was not included. Jan Scott responded that it had not been widely distributed, and it was a work in progress.

Marianne Cone spent Wednesday with the Mammoth Lakes Group who was visiting Park City on a city tour. She also attended the Public Art Advisory Board review of bench and bicycle rack submittals.

Roger Harlan announced the need for election judges. There has been talk about combining polling places in the Basin. Dana Williams mentioned the free shuttle service from Park City to Coalville provided by Park City Transportation and All Resorts for early voting.

Jim Hier attended the Leadership Dinner where Candace Erickson was honored as Leadership Person of Year. He attended the HMBA meeting and announced that PCMR and Rossignol were planning a 100th year anniversary, end-of-season, party on Lower Main. Sundance representatives sought HMBA help regarding ambush marketing as well as securing venues for Sundance in the Main Street Area. They are also planning to hold the Strike the Motherlode Program between Thanksgiving and Christmas and will likely request waivers on parking during that time period. There is also a group who hopes to host a Sunday Market on Lower Main for locals.

Special Events Facilitator Max Paap commented the Motherlode activities may include a sleigh ride which would travel along a portion of Poison Creek Trail and circle through the Marriott Summit Watch Plaza. That will be part of the Master Festival License discussion on November 9, 2006.

Mr. Hier reported a productive meeting with the School District regarding the Lucky John drop off and potential circulation issues with the School Campus area. The

Chamber Board of Directors received a status report on the Air Force from Tom Bakaly. The Chamber has joined with Richard Bizzaro of All Resorts Express to analyze potential routes to Slat Lake City and Provo to determine demand and costs for a shuttle service.

Candace Erickson provided updates from the Recycle Utah meeting: good wood project continues to grow; the Hazmat event was the largest ever and we need to discuss their pricing since it is in the Public Service Contract. Recycle Utah currently has the only e-waste program in the state and Lola has been working with the state on a model to create one per county. Special projects include outreach educational programs for adults and children. Regarding the Solid Waste Group, the County is re-examining the possibility of becoming the hauler. The Board of Health will be approving a tattoo and piercing ordinance at their next meeting, as well as next year's budget.

Ms. Erickson noted that receiving the award at the Leadership Dinner caught her by surprise. She added that it is easy to continue serving the City because she works with a great group of people, both staff and fellow Councilors.

Mayor Williams expressed pride in the Staff for their presentations to the Mammoth Lakes group. He stated the Governor's Office apologized for not inviting Park City to the discussion about the interconnect system. He received a report of a traffic accident at Park Avenue and Trappers Way (5th Street) and wondered about the accident history. Since it is a steep street, he wondered whether we could make it one-way or close it during the winter. He apologized for missing the COG meeting due to a mix-up.

2. Joint Venture update – Bob Kollar, Chamber Bureau, reviewed a summary of summer 2006 activities, which included destination events, community events and outreach efforts. He presented a comparison of visitor night data and sales tax revenues correlating to specific destination events that occurred in July, July and August.

Mr. Kollar stated the focus in August is on arts and culture offerings, which they hope to expand to help the Arts and Jazz Festivals receive broader national exposure. Triple Crown softball has helped July and the addition of a third week this year and the increase in number of teams increased the economic impact by about $1.5 million. He stated they were working with Triple Crown to distribute the teams more evenly over the three-week period. They have a good foundation of events at the end of June and they want to add other events, week by week, back from the end of June. They are concerned that visitor resources in the shoulder season may not be available to service events.

Mr. Kollar reported on his efforts to bring both boys and girls Lacrosse tournaments to Park City. He also attended the TEAMS (Travel, Events and Management in Sports) Conference produced by Sports Travel Magazine. This conference creates a marketplace for events rights holders to meet with entities interest in hosting sporting events. He had an opportunity to meet with over 100 events rights holders to discuss bid specifications and potential dates for various events. He is working to bring various local arts and culture groups together to form a cooperative marketing plan for the New York City Cultural Media Event in February 2007.

Bill Malone, Executive Director Chamber Bureau, emphasized that the Joint Venture has allowed more of the Chamber's budget to be used for events. The Chamber is enticing existing events to develop the destination side of the events that will have a greater economic impact for the community.

Roger Harlan asked about hosting hockey skills camps in the summertime. Bob Kollar explained the challenge of balancing the use of facilities between local and destination users. He is working with Stacey Noonan and Karen Yocum to find that balance.

3. <u>Economic development grant update – Center for Applied Media</u>
Jim Bannister and Robin Rankin, Center for Applied Media, reported that since receiving the grant in July they had located in the Gateway Office Building and had received three out-of-state contracts. They are developing educational outreach programs, locally and at the national level. In January will host a group sponsored by the Japanese External Trade Organization for a series of workshops, seminars and lectures. They have also received seed funds from a group who is interested in creating the first commercial CAM spin-off. They will return for another update in three months.

4. <u>Transportation strategic plan – Walkability Study Contract</u>
Senior Planner Jonathan Weidenhamer explained that Council would be considering the award of contract with Landmark Design during the Regular Meeting. As a prelude to that, Staff explained that the Walkable/Bikeable Study-Trails Master Plan Update is one component of the Transportation Strategic Master Plan.

Kent Cashel, Deputy Public Works Director, explained that the Transportation Master Plan was the sum of many elements: Walkability Study, Parking Management Plan, Traffic Calming Policy, Transportation Strategic Plan, Transit Development Plan and the General Plan. Any strategy, policy or management decision regarding one component often directly affected one or more of the other components, and explained some examples of those conflicts.

Roger Harlan asked what information this study would provide beyond the 2003 Trails Master Plan study. Planner Weidenhamer stated the goal of the study was to define a list of projects with associated estimated budget impacts to allow us to consider walkable projects Citywide during the next budget process. Mr. Harlan questioned why compilation of that information required the resources of an outside consultant. Jon responded that Staff needed to be able to understand what types of improvements should be made citywide, so that we can balance all potential projects against all the other projects under consideration. Kent Cashel added that receiving a broader range of input, integrating the information and placing it into a comprehensive plan does require support of independent experts in the area.

Council Member Marianne Cone asked whether this contract included the traffic study. Jon Weidenhamer responded that the traffic study is included in the scope of work. Jim Hier commented that Council had allocated $50,000 for traffic studies and he views this contract to have a $22,000 overrun to a $100,000 budget, with $50,000 yet to be spent on traffic impacts.

Mark Vlasic, Landmark Design, and team member, Matt Rifkin, Interplan, explained they did not view this as a traffic study in terms of roads, growth projects, mass transit, etc. They will make recommendations on trail options and will identify impacts those may, or may not have, on potential traffic impacts. Mr. Hier wanted to see potential traffic impacts of all recommended solutions. Mr. Rifkin stated the team recognizes that in order to make recommendations and present options, they have to consider traffic impacts.

Council Member Candace Erickson felt it was important to gain an understanding of volume and traffic patterns on the two main thoroughfares and questioned how we would distinguish the different types of traffic coming into town, whether it be construction related or generated by increased residential areas in the City's annexation boundary. Mr. Hier felt that type of study should be separate from this Walkability Study. Kent Cashel added that the Council of Governments is working with Mountainlands Association of Government to develop a model based on land use. He felt there were a number of independent studies that could be woven together.

Council Members commented on the cost of the automated telephone survey and expressed concern about its effectiveness. They agreed that public involvement was important, especially workshops and a public forum. Jon Weidenhamer reported that the steering committee had discussed this with the team and as a result, they reduced the scope of the phone survey and added neighborhood meetings. However, the team was confident the telephone surveys would garner input from a broader range of the community

Council Member Joe Kernan requested long term, short term and immediate options for a complete system, along with alternatives for solving the problems; and an evaluation of how to provide a minimum standard minimum of accessibility to all residents. Matt Rifkin assured Council they would not only provide their expertise, they would offer solutions, which Council will be able to consider when making budget decisions.

City Manager Tom Bakaly reviewed the evolution of the project. Staff was receiving individual pedestrian requests from many different parts of town and Council wished to take a broader look at the issue of walkability, being conscious of traffic impacts. Although the current scope may not accomplish that to Council's satisfaction, it could be expanded, up to $150,000. Jim Hier indicated that revising deliverables for Task 6 to include potential traffic impacts, favorable or unfavorable, would address his concerns.

Mayor Williams requested that the design team collect input and use their expertise to return to Council with suggestions. He was anxious to begin the study.

5. Snyderville Basin Water Transport Study - Mike Luers, General Manager of the Snyderville Basin Water Reclamation District and Mike Collins, Bowen and Collins, presented results of the Snyderville Basin Water Transport Study. The purpose of the study is to begin development of a basin-wide master plan in accordance with USBOR's recommendations outlined in the Snyderville Basin Water Supply Study Special Report. Both the City's governing body and the Water Reclamation District have placed a priority on the development of reliable water supply for current and future citizens. The study focuses on infrastructure needs so that imported water can be distributed within the Snyderville Basin.

The USBOR Study projects Basin water demand in 2050 to be 28,600 acre-feet per year and full development of all local water supplies will result in only 11,500 acre-feet per year. To meet the deficit of 17,100 acre-feet, the study recommends importation into the basin from the Lost Creek Canyon Pipeline Project and the East Canyon Pipeline Project. In order to organize the water importation, reuse, and stream augmentation, the study recommends a coordinated effort to develop a master plan for the basin, including all water suppliers and local government entities. A conceptual level design is included for the Mountain Regional Water Special Services District and Park City connection for delivering Rockport importation water to Park City and the Summit Water Distribution Company, and Park City emergency connections. A Raw/Reuse Water System would provide water for secondary irrigation and stream flow augmentation.

Projected costs for the improvements are: culinary improvements $22.6 Million; Park City/MWRSSD Connection $3.4 Million; Park City/SWDC Connection $2.2 Million; Lost Creek Canyon System Improvements, $3.2 Million; Raw/Reuse Water Improvements $37.5 million; Park City raw water connection $10.2 million.

No significant impacts were identified during the Environmental Review of cultural resources, visual impacts, fish and wildlife, threatened and endangered special, wetlands and contamination.

Implementation of the program is scheduled to begin with Phase 1 in 2008-2009 with future phases continuing through 2018. Further study requires endorsement of the plan by all agencies involved, public relations efforts, agency negotiations for cost allocations and final design.

Mike Luers clarified he was seeking indication from the various governing bodies that they were willing to consider this together to meet the overall demand of the community as a whole. Agreeing that this was consistent with the City's Water Strategic Plan, Council members concurred this was the right direction and requested time to review the study.

6. Recreation Advisory Board Update - Manager Ken Fisher introduced the RAB members: Rich Miller, Liza Simpson, Matt Gallivan, Jen Franklin and Moe Hickey. He reviewed the recommendations developed at their annual visioning session and requested feedback from Council.

Neighborhood Parks - There is approximately $450,000 for neighborhood park development and the Board would like to develop a park and improve access at the Wisnewski Parcel location. They envision it to be a low impact, passive park, which would improve access from Hillside Avenue to Swede Alley/Main Street.

Marianne Cone suggested memorializing the park as Dog Path Park. She recalled discussions among Historic Preservation Board members and wondered whether they should be involved. Ken Fisher responded that when the City owned the lots, HPB was interested in the creating a history park, but that property had been sold and there was nothing left to preserve. Candace Erickson suggested the option of placing a plaque discussing the history of the area.

Dog Park - A RAB sub-committee has identified a two-acre parcel adjacent to North 40 fields and recommends creation of a dog park. Access to the site is the dirt road running along the base of PC hill. They recommend using $20,000 from neighborhood park funds to finance the fence installation, but a key component of this proposal is creation of an active user group to raise funds and assist with maintenance of the park. Council members supported the location; however, funding/installation of fencing would be contingent on creation of a users group to assume maintenance and fund-raising responsibility.

Jim Hier commented that the City was beginning the process to annex Round Valley. He wondered what kind of reaction there would be to making Round Valley a leash-free area. Attorney Mark Harrington explained that Park City incorporates the Summit County Code by reference, and a local amendment would be required to accomplish that.

Racquet Club/Rec Needs Assessment – The 1997 Facilities Master Plan is outdated due to completion of many of the items that were recommended, and needs to be updated. Staff and RAB are working with Leisure Vision to complete a Recreational Needs Assessment that will enable the City to make informed decisions regarding future improvements to the Racquet Club and recreation.

City Park – The basketball court has been resurfaced and adjustable glass backboards have been installed. In response to requests for lights, RAB would like to install user-activated lights, similar to those at the tennis courts. The light poles would not exceed fifteen feet, and estimated costs are $15,000. The lighting will comply with City Codes.

Poison Creek Trail – The current trail width varies from eight to ten feet. RAB would like to widen the trail to ten feet through the Park. Public Works is reviewing the stability of an existing permastrand water line running along the trail as part of their pump station design. Trail improvements would not proceed until the stability tests have determined whether the line needs to be replaced. City Manager Tom Bakaly explained the funding source was the Trails Master Plan, which we are updating with the Walkability Study. Council concurred this project was not a priority this year.
Dirt Jump Park – The dirt jump park has been well received by park users. The existing Conditional Use Permit expires May 2007, and RAB recommends seeking a two-year extension. The fire station is currently required to create a construction mitigation plan to allow access to the skate park under the terms of the original skate park CUP, which expires in May 2007.

Engaging the underserved population in recreation programs - Although there is a scholarship fund through the Recreation Department's budget, it has been difficult to communicate that information and develop participation in the programs. The Board recommends creation of a subcommittee to explore creation of an informational pamphlet to explain how to participate in various recreation programs. The pamphlets would be distributed to organizations that work with these residents.

Roger Harlan praised the report. He encouraged the board to keep doing such a good job.

Mayor Williams thanked the board and recapped that everything but widening of the Poison Creek Trail had Council's support.

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

Regular Meeting – City Council Chambers

I ROLL CALL

Mayor Dana Williams called the meeting of the City Council to order at 6:00 p.m. at the Marsac Municipal Building on Thursday, October 26, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier and Joe Kernan. Staff present were City Manager Tom Bakaly; City Attorney Mark Harrington; City Engineer Eric DeHaan; Senior Planner Jonathan Weidenhamer; Project Planner Matt Twombly, Senior Planner Brooks Robinson, and Planner Ray Milliner

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan disclosed that 350 Main, the Spur, Museum and Chamber are all his customers.

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

1. Summit and Wasatch Counties Domestic Violence Coalition update – Tina Kohfield and Cristina Sally explained the coalition is a group of community members from law enforcement, victim advocacy groups, public schools, Children's Justice Center, Family Services and shelter services. They discussed the impacts of domestic violence in Summit and Wasatch Counties and explained that domestic abuse was about power and control over another person. Costs and effects on communities ranged from court costs, police involvement, and medical costs. Effects on children often result in depression, increased aggression, and vulnerability to substance abuse, promiscuity and suicide. Women often suffer from multiple effects that ultimately create poor parenting skills. They stressed that pressure from the whole community can help and emphasized that perpetrators must be held accountable

There was no additional public input.

IV WORK SESSION NOTES OF MEETING OF OCTOBER 12, 2006

Roger Harlan, "I move approval of the work session notes of October 12, 2006 as amended by Joe Kernan". Joe Kernan seconded. Motion unanimously carried.

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 - Senior Planner Brooks Robinson reviewed the staff report for condominium conversion of the Powder Hound Condominiums located on Lot 1, Snow Park Subdivision. The Mayor opened the public hearing. There was no public input and the hearing was closed.

2. Ordinance approving the Paintbrush Homes Phase 2, Units 8 and 9, Condominium Record of Survey Plat, Park City, Utah - Senior Planner Brooks Robinson reviewed the staff report for the PUD located in Empire Pass. Mayor Williams opened the hearing, and receiving no input, the hearing was closed.

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 - Planner Ray Milliner reviewed the staff report for a lot combination. He stated the existing modified A-frame structure on the lot would undergo construction, although a design review application had not been submitted. The Mayor opened the public hearing. Receiving no input, he closed the hearing.

4. Ordinance to create the 352 Main Street Plat combining all of Lot 13 and all of the First Amended 350½ Main Street Subdivision into one lot of record located at 352 Main Street, Park City, Utah - Planner Ray Milliner reviewed the staff report. The applicant has acquired an additional lot and wishes to combine it with the 350½ Main Street Subdivision for future development. None of the existing easements will be modified.

Marianne Cone requested that better maps be included in staff reports.

VI CONSENT AGENDA

Project Manager Matt Twombly briefly explained the Cooperative Agreement with UDOT would allow us to begin the design and engineering for a portion of sidewalk along Kearns Boulevard. This is outside the scope of the Walkability Study.

Candace Erickson "I move approval of Consent Agenda Items 1 through 5". Jim Hier seconded. Motion unanimously carried.

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

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 – Senior Planner Jonathan Weidenhamer recapped direction given during Work Session to amend Task 6 of the Project Deliverables to include projected impacts of potential projects on current and future vehicular traffic.

Mayor Williams invited public input. Hearing none, he requested commented from Council Members. Roger Harlan appreciated the inclusion of traffic impacts to the deliverables.

Joe Kernan, "I move approval of the award of contract to Landmark Design for a Walkable Bikeable Community Study in an amount not to exceed $122, 270 ". Marianne Cone seconded. Motion unanimously carried.

2. Request to display outdoor art on City property – Park City Museum - Senior Planner Jonathan Weidenhamer introduced Linda McReynolds, Park City Historical Society. He explained the Society had requested permission to place a mining double cage artifact on the lawn area behind the Museum. Staff reviewed the proposal against criteria in the Land Management Code that regulates art on public property and recommended denial due to concerns about safety of the display, its impact on snow removal, and its relationship to the proposed museum expansion project. The proposal would require an encroachment agreement through the Engineering and Legal Departments. Staff requested that Council consider the recommendation to deny the request. He stated that Staff would create findings and conditions to allow the display if Council decided to approve it.

Planner Weidenhamer reported that Staff presented the proposal to the Public Arts Advisory Board who forwarded a recommendation to allow the display. Their recommendation required installation of a concrete base and the encroachment agreement to outline issues including snow removal and safety.

Linda McReynolds explained this was a unique circumstance and the display would be temporary. The double hoist will eventually be displayed in the expanded building and will be visible from Swede Alley. Jordanelle Special Service District currently has possession and the Historical Society faces the loss of the artifact if they are unable to take possession now. She stressed they will bear the burden of installation as well as removal and storage during construction of the Museum. It is an important enticement in their fundraising, which continues to go very well.

Council Member Cone viewed this piece as an artifact, not art, and did not want the Public Art Advisory Board to start reviewing placement of artifacts. She felt there should be another avenue for review. Planner Weidenhamer explained the existing policy for display on City property led Staff to pursue this course.

Council Member Hier commented Criteria 1, which the proposal did not meet, dealt with hazards, public rights of way, etc., and had nothing to do with "art." Mr. Hier commented that we would have to address snow storage on that site in the future.

Council Member Harlan suggested placement of a temporary plaque to maximize the location and draw attention to history.

Planner Weidenhamer presented amended language for Item 6 of the Analysis, ensure that the piece will be inspected to ensure the encroachment agreement identifies how it can be safety displayed. It will also prohibit extension of the display into the right-of-way, or restriction of vision. Additional Item 5 will be amended to request placement of a plaque to explain the display's relevance, as well as "stay off" signs to reduce the City's exposure to liability. He reviewed Findings of Fact and Conditions of Approval pursuant to Council's desire to approve the display

Candace Erickson, "I move approval of the Administrative Outdoor Display of Art City property at the Park City Museum subject to the Findings of Fact and Conditions of Approval presented by the Staff ". Jim Hier seconded. Motion unanimously carried.

VIII ADJOURNMENT

With no further business, the regular meeting of the city Council was adjourned at 6:60 p.m. Council members announced they would meet socially at Butchers.

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

Prepared by Sharon Bauman

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)				
Date	**2006**	**2005**	**Change (%)**	**Special Events**
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	
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	
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	
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	

City Sales Tax Revenue Comparison (2005 data to 2006 data)			
Month	**2006**	**2005**	**Change (%)**
May	$433,092	$401,609	7.8
June	$631,840	$683,701	-7.6
July	$648,696	$481,930	34.6
August		$582,907	

City Council
Staff Report

PARK CITY 1884

PUBLIC WORKS

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

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

PARK CITY 1884
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.

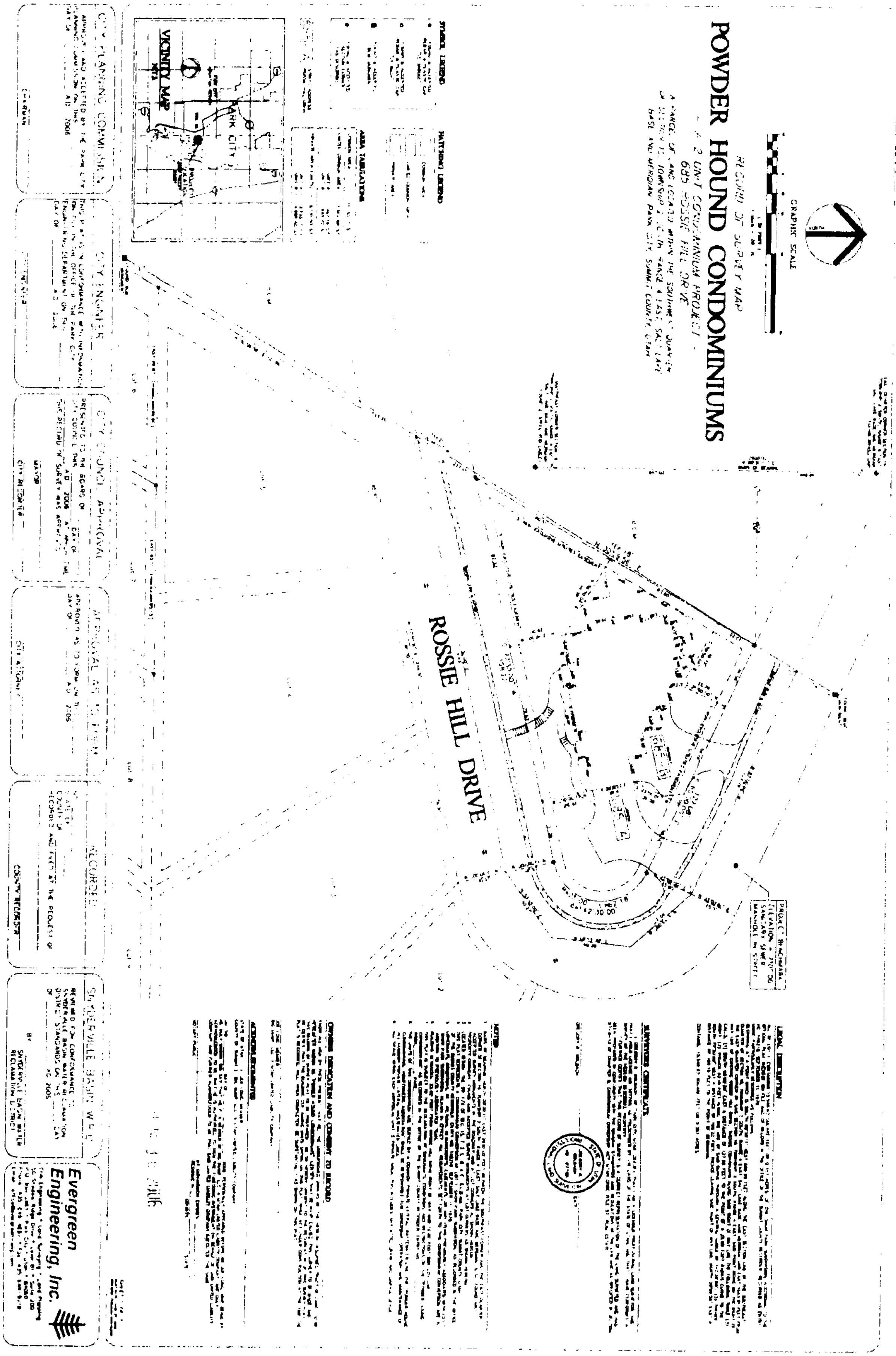
<u>Conclusions of Law:</u>

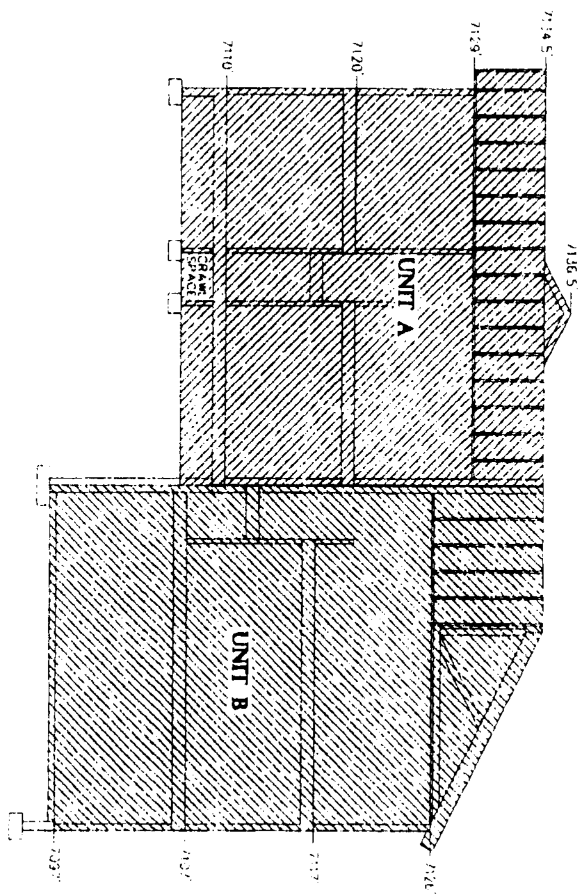
1. There is good cause for this Record of Survey.
2. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Record of Survey.
4. Approval of the Record 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
ROSSIE HILL DRIVE
PROJECT BENCHMARK
SANITARY SEWER
MANHOLE IN STREET
LEGAL DESCRIPTION
SURVEYORS CERTIFICATE
NOTES
OWNERS DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGEMENTS
SYMBOL LEGEND
HATCHING LEGEND
AREA TABULATIONS
VICINITY MAP
PARK CITY
PROJECT LOCATION
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 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

HATCHING LEGEND

COMMON AREA

LIMITED COMMON AREA

PRIVATE AREA

RECORDED

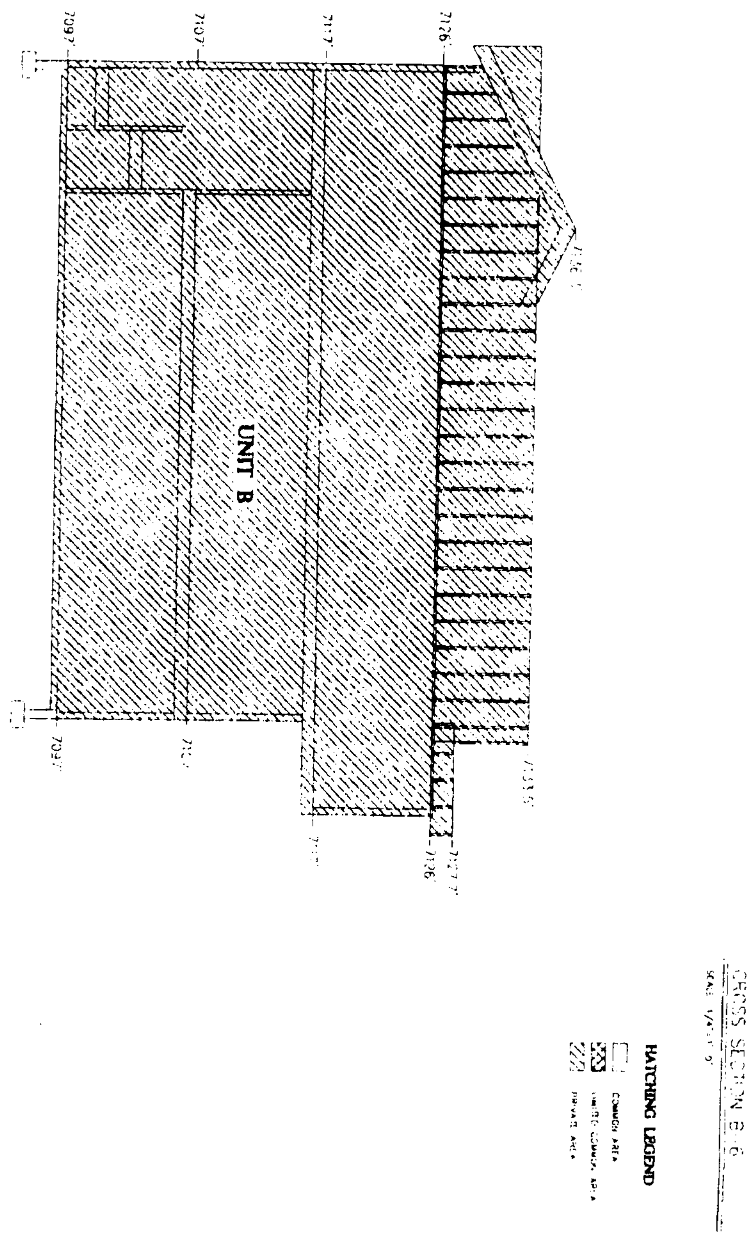
JUN 3 0 2006

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

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

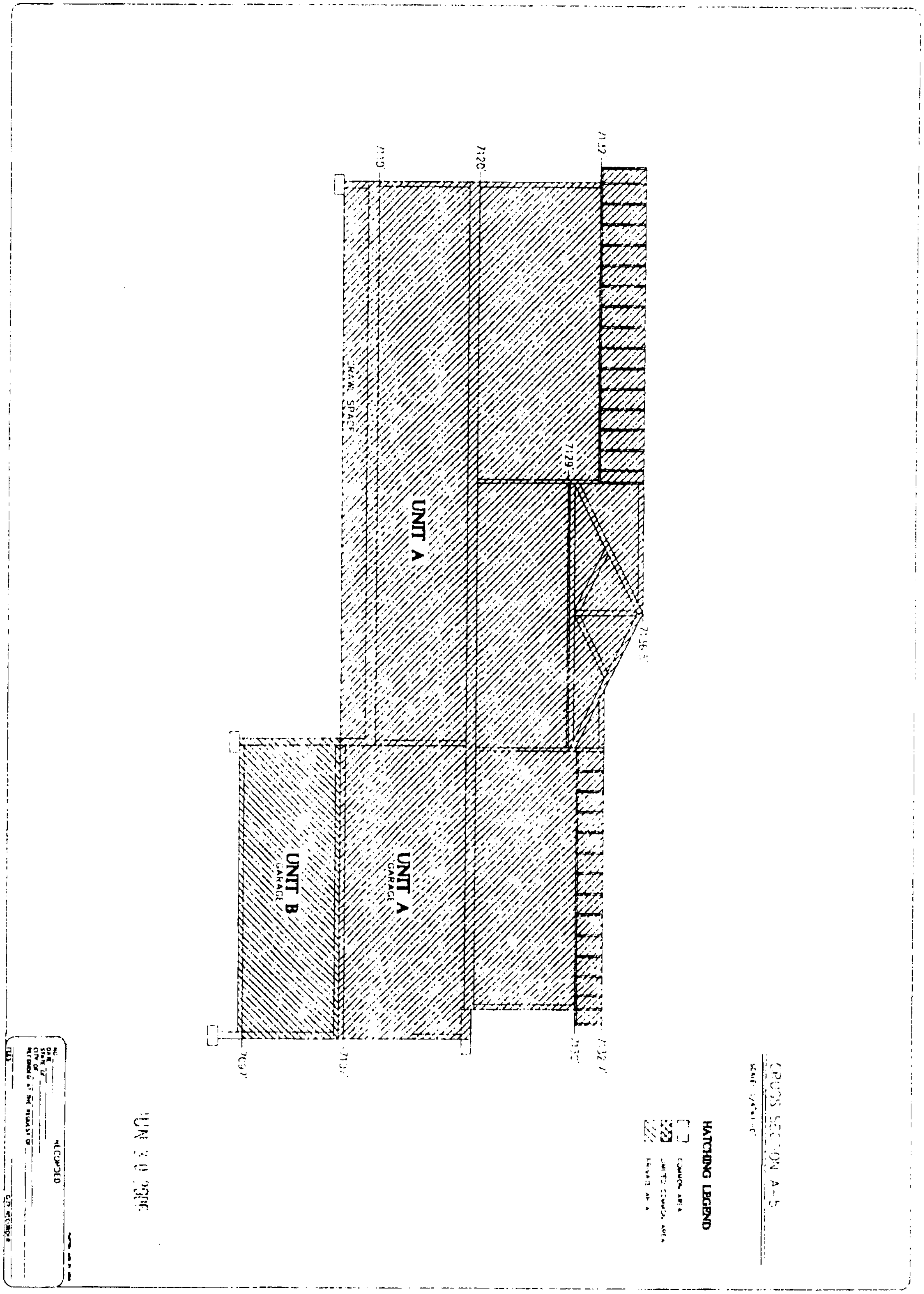
KITTELMAN ASSOC.

Evergreen Engineering, Inc.



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

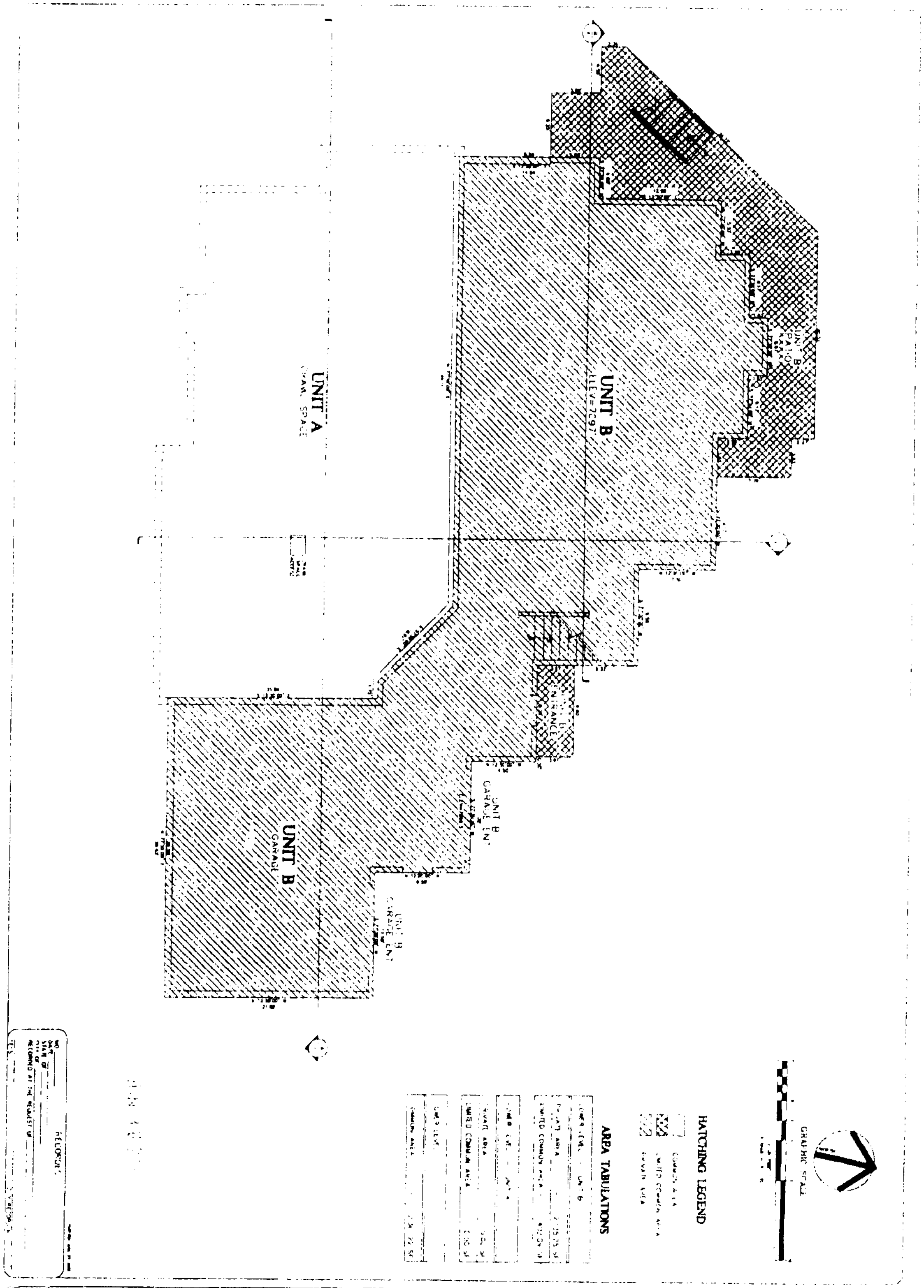
Evergreen
Engineering, Inc.



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

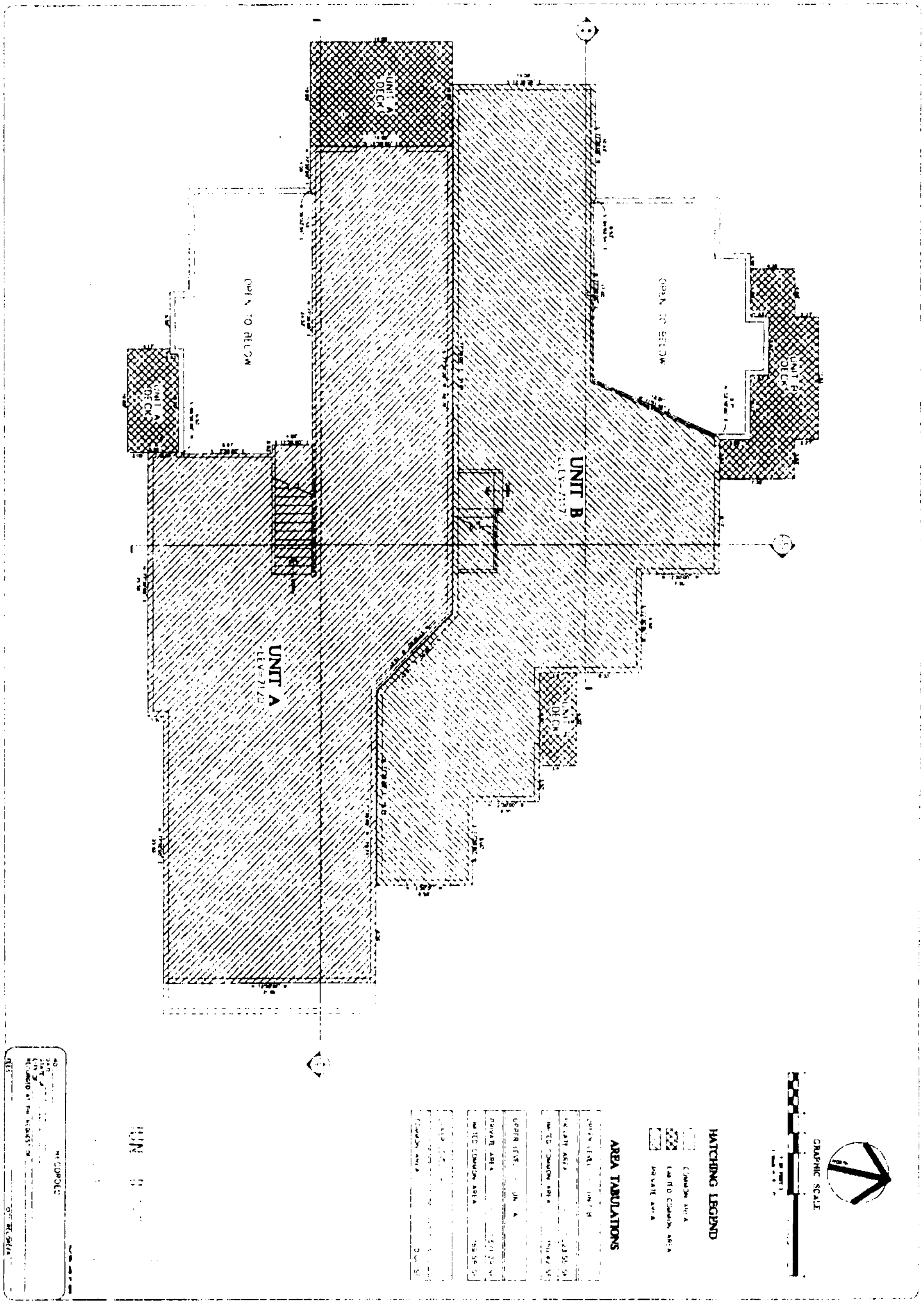
MR. JOE LONG

Evergreen Engineering, Inc.



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

Evergreen Engineering, Inc.

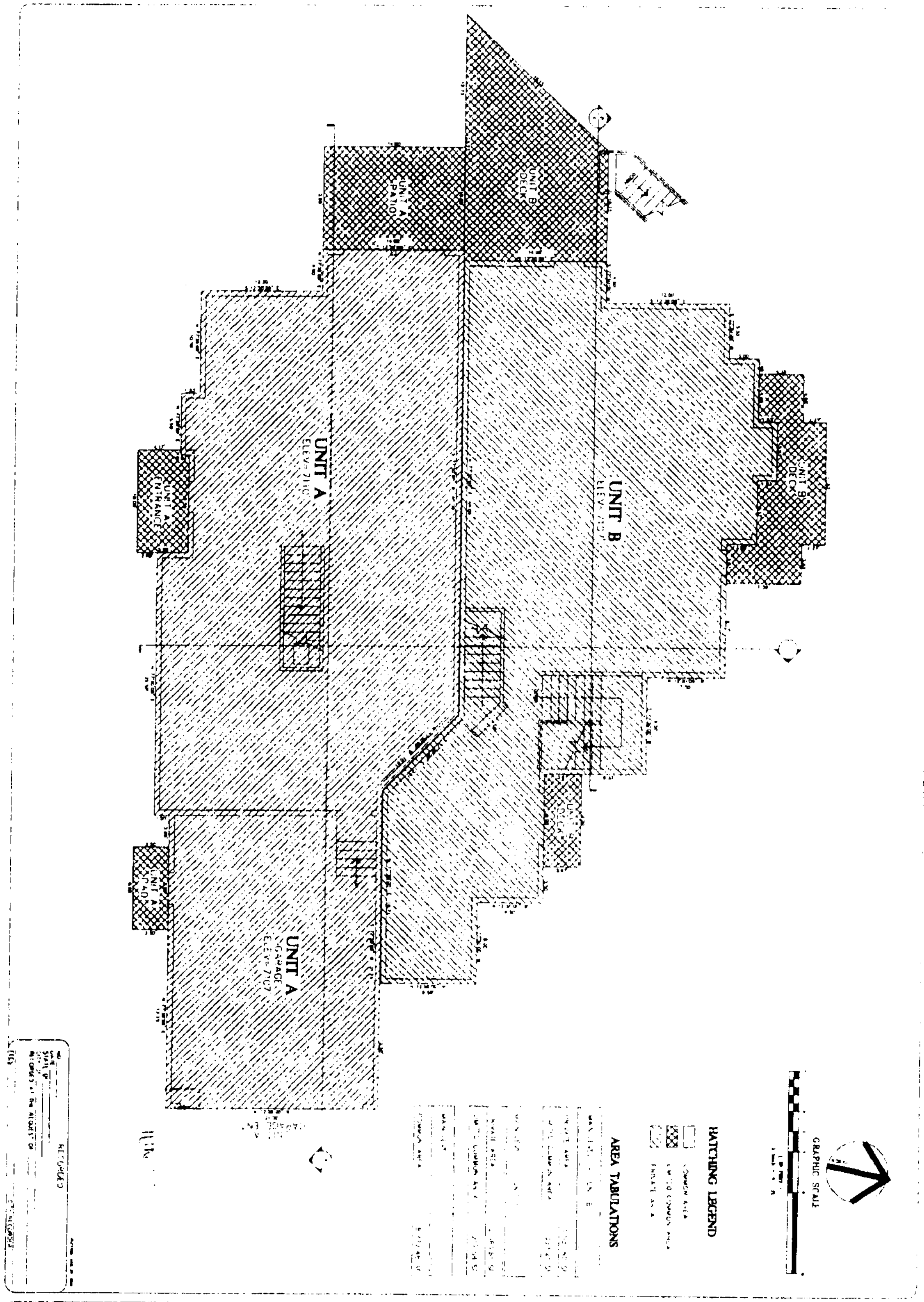


POWDER HOUND CONDOMINIUMS
UNITS A & B
UPPER LEVEL - FLOOR PLANS

MR. JOE LONG

PHCOND-UL-B

Evergreen Engineering, Inc.



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

Evergreen
Engineering, Inc.

PARK CITY
1884

Department of Community Development
Engineering • Building Inspection • 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, 1991

Action Taken By Planning Commission:

A POSITIVE Recommendation was forwarded 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 2 and 4; and

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

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

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Community Development (801) 645-5020 • Engineering 645-5020 • Building 645-5040
Planning 645-5021 • FAX (801) 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

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

PARK CITY 1884

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.

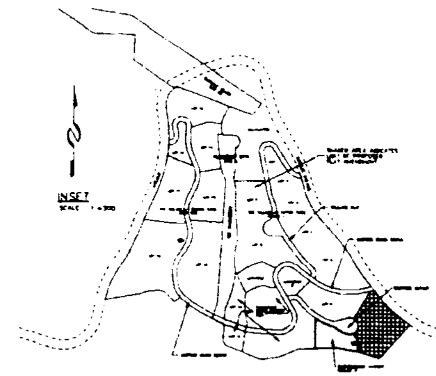
PASSED AND ADOPTED this 26th day of October, 2006.

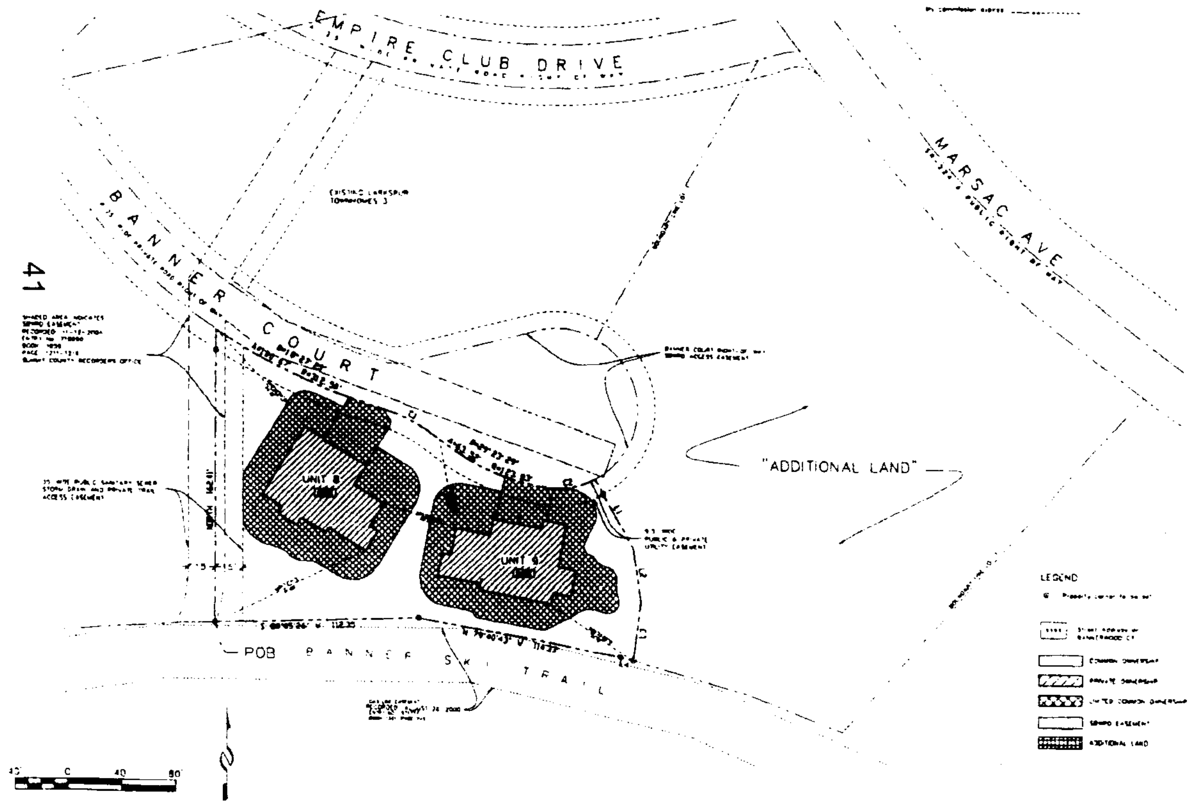
SURVEYOR'S CERTIFICATE

BOUNDARY DESCRIPTIONS

OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGMENT





NOTES:

LINE TABLE		
LINE	BEARING	DISTANCE
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]
L3	[illegible]	[illegible]
L4	[illegible]	[illegible]

CURVE TABLE			
CURVE	ARC	DELTA	RADIUS
C1	[illegible]	[illegible]	[illegible]
C2	[illegible]	[illegible]	[illegible]

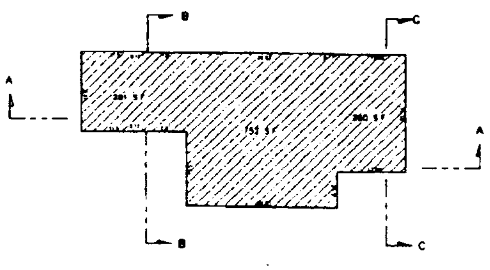
CONDOMINIUM PLAT

PAINTBRUSH HOMES
PHASE 2

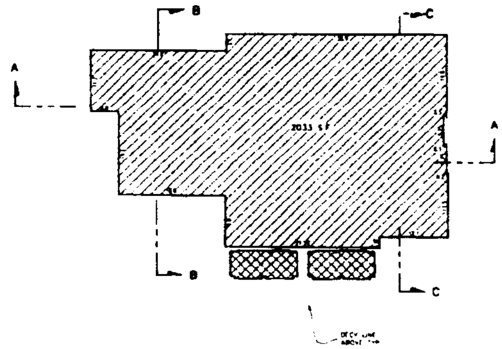
A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 3

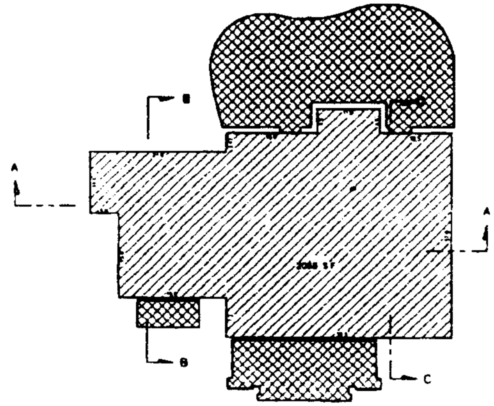
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF ________, 2006 A.D. BY ________ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ______ DAY OF ________, 2006 A.D. BY ________ CHAIRMAN	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	APPROVED AS TO FORM THIS ______ DAY OF ________, 2006 A.D. BY ________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF ________, 2006 A.D. BY ________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______ DAY OF ________, 2006 A.D. BY ________ MAYOR	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'

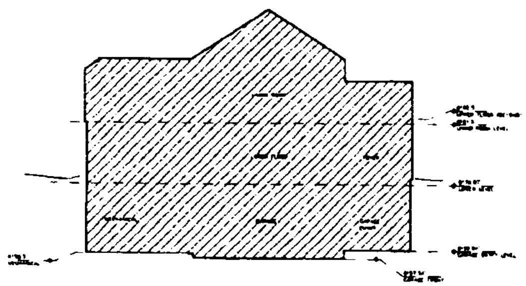


PAINTBRUSH 8
LOWER LEVEL
SCALE 1"=10'

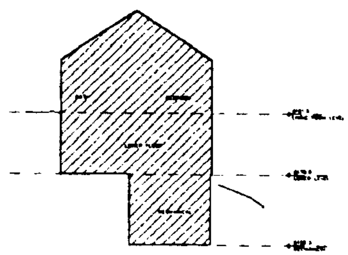


PAINTBRUSH 8
MAIN LEVEL
SCALE 1"=10'

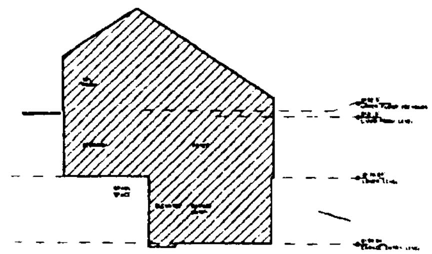
42



SECTION A
SCALE 1"=10'



SECTION B
SCALE 1"=10'

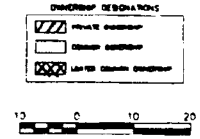


SECTION C
SCALE 1"=10'

ELEVATION TABLE

	FLOOR LEVELS			GARAGE	
UNIT NO.	ENTRY	LOWER	UPPER	FRONT	BACK
8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

OWNERSHIP DESIGNATIONS



CONDOMINIUM PLAT

PAINTBRUSH HOMES
PHASE 2

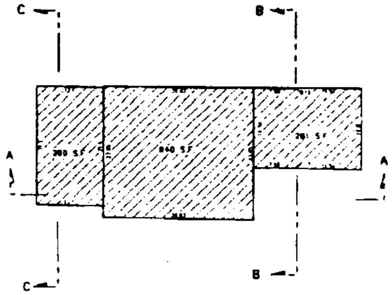
A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 2 OF 3

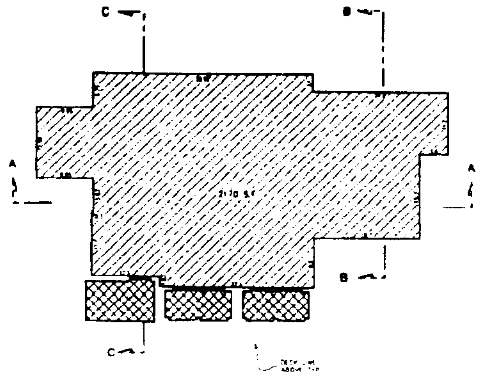
RECORDED

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

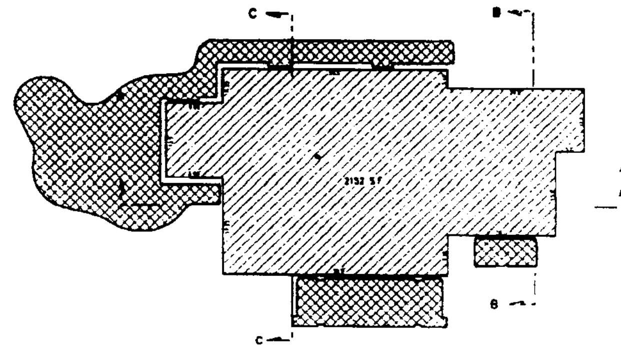
FEE ______ RECORDER ______



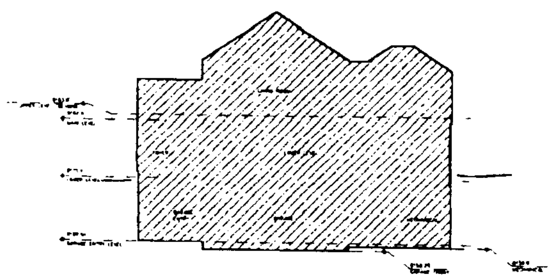
PAINTBRUSH 9
GARAGE LEVEL
SCALE 1"=10'



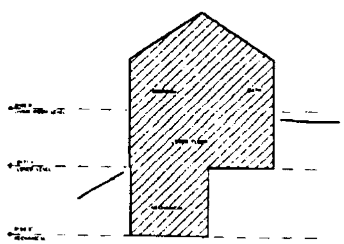
PAINTBRUSH 9
LOWER LEVEL
SCALE 1"=10'



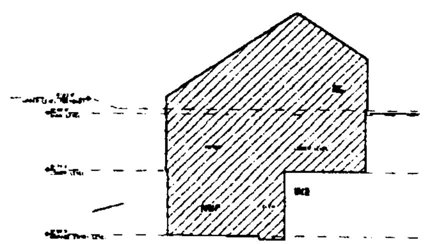
PAINTBRUSH 9
MAIN LEVEL
SCALE 1"=10'



SECTION A
SCALE 1"=10'



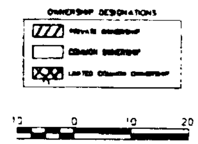
SECTION B
SCALE 1"=10'



SECTION C
SCALE 1"=10'

ELEVATION TABLE

UNIT No.	FLOOR			GARAGE	
	ENTRY	LOWER	UPPER	FRONT	BACK
9	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



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 3 OF 3
JOB NO. 3-12-02 FILE: [illegible]

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

City Council Staff Report

PLANNING DEPARTMENT

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

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.

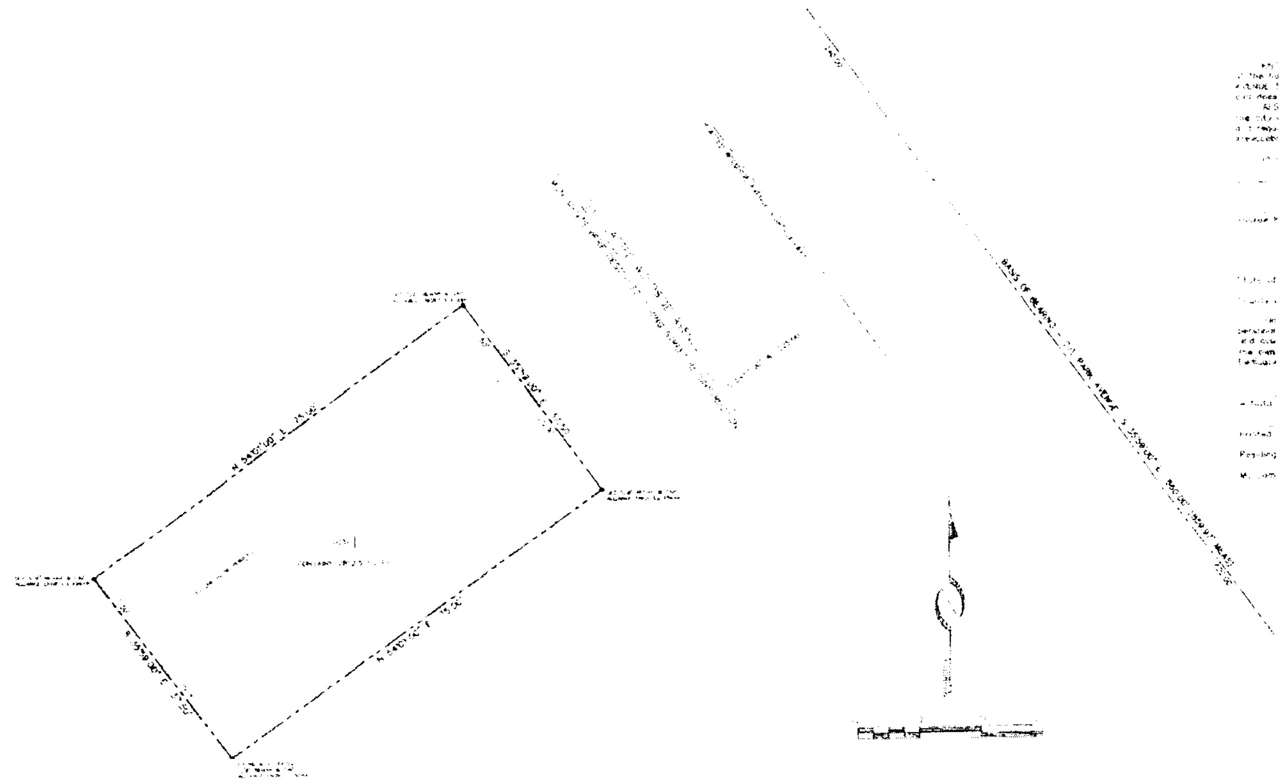
CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

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.


224
Woodside Avenue Park City, Utah
Northstar Dr
2006 Navteq
Google



A LOT COMBINATION PLAT

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

1031 WOODSIDE AVENUE SUBDIVISION

AUG

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND AC

CITY COUNCIL
Staff Report

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

PARK CITY 1884

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:

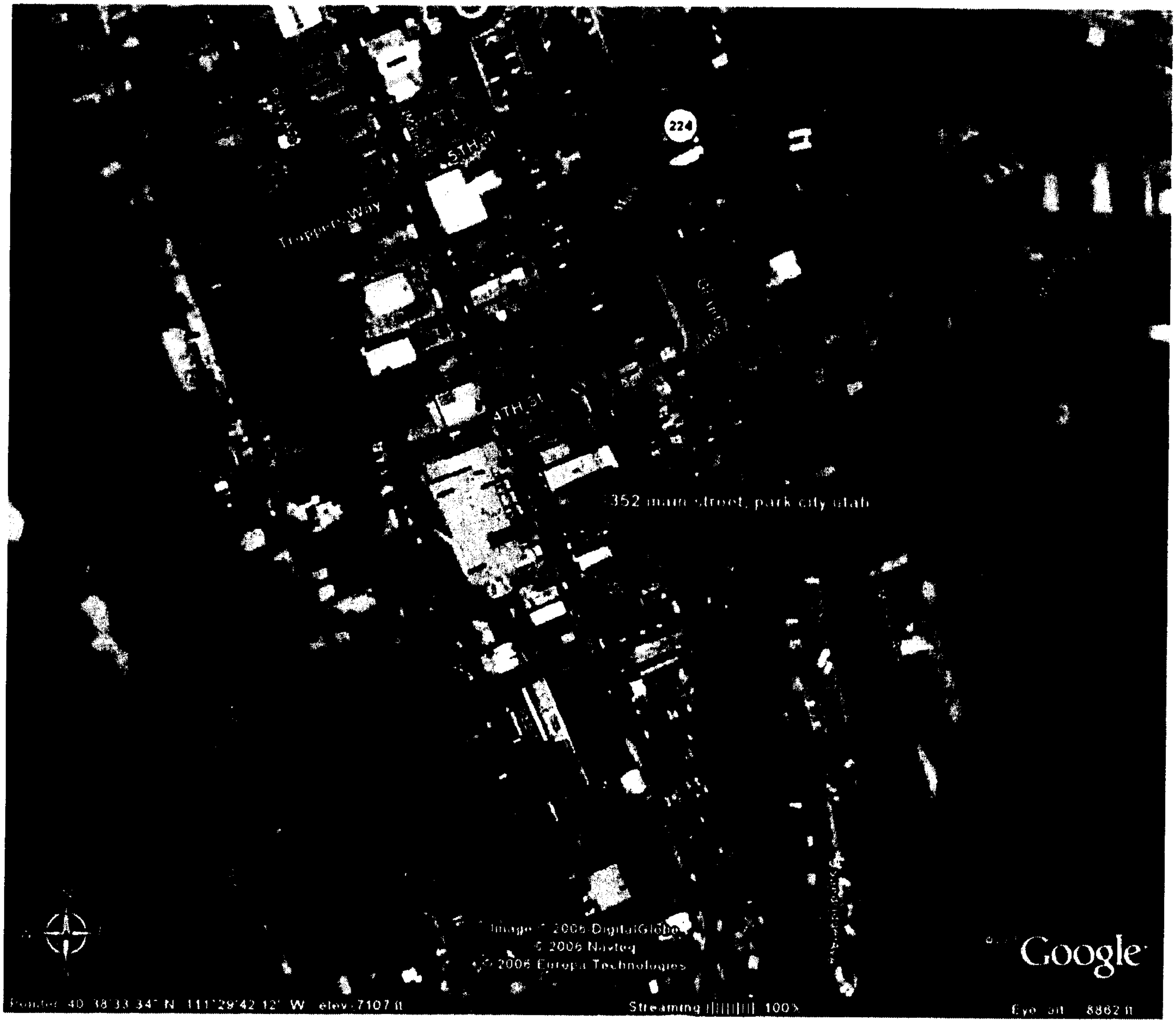
1. There is good cause for this subdivision.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. As conditioned the subdivision is consistent with the Park City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

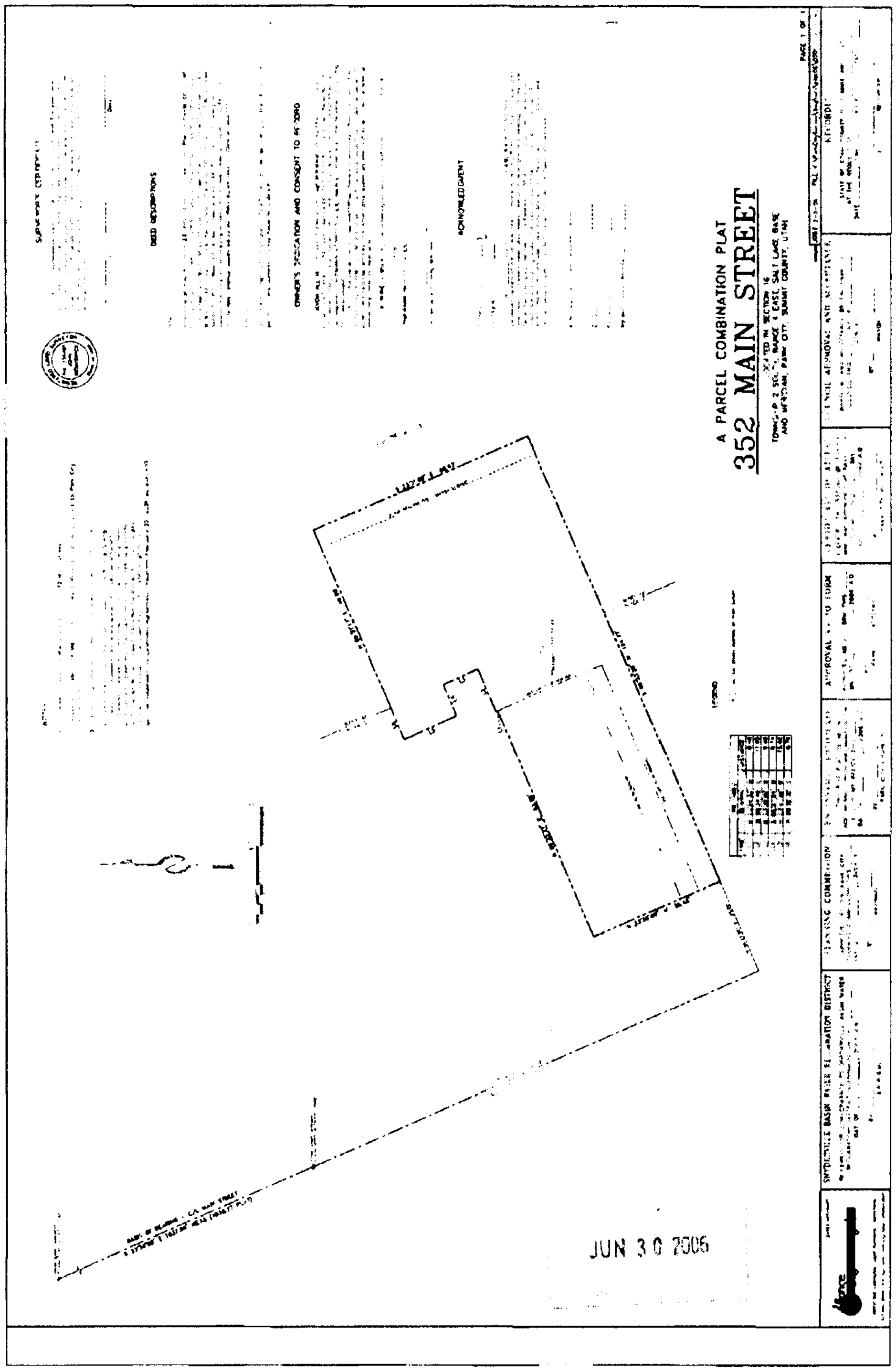
Conditions Of Approval. The City Council hereby adopts the following Conditions of Approval:

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.


224
5TH ST
Trappers Way
4TH ST
352 main street, park city utah
Image © 2006 DigitalGlobe
© 2006 Navteq
© 2006 Europa Technologies
Google
Streaming 100%
elev 7107 ft
Eye alt 8862 ft


A PARCEL COMBINATION PLAT
352 MAIN STREET
JUN 30 2005

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

COOPERATIVE AGREEMENT

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.

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

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.

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

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

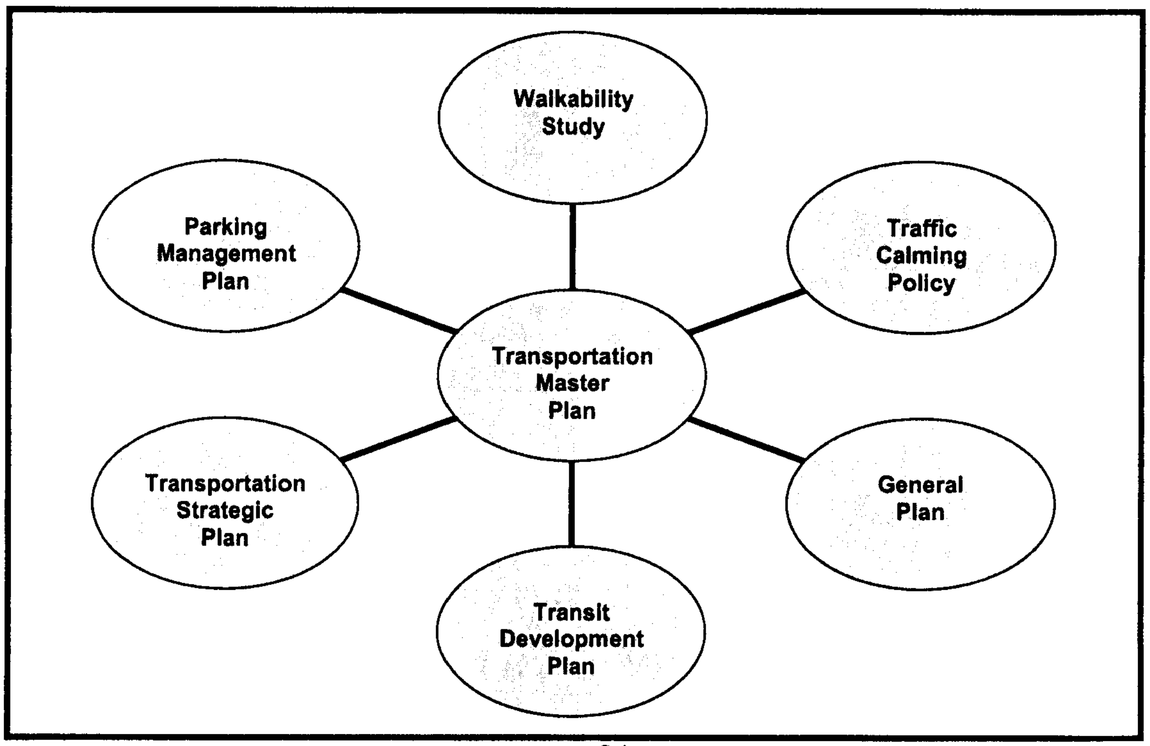
Summary Recommendation –

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

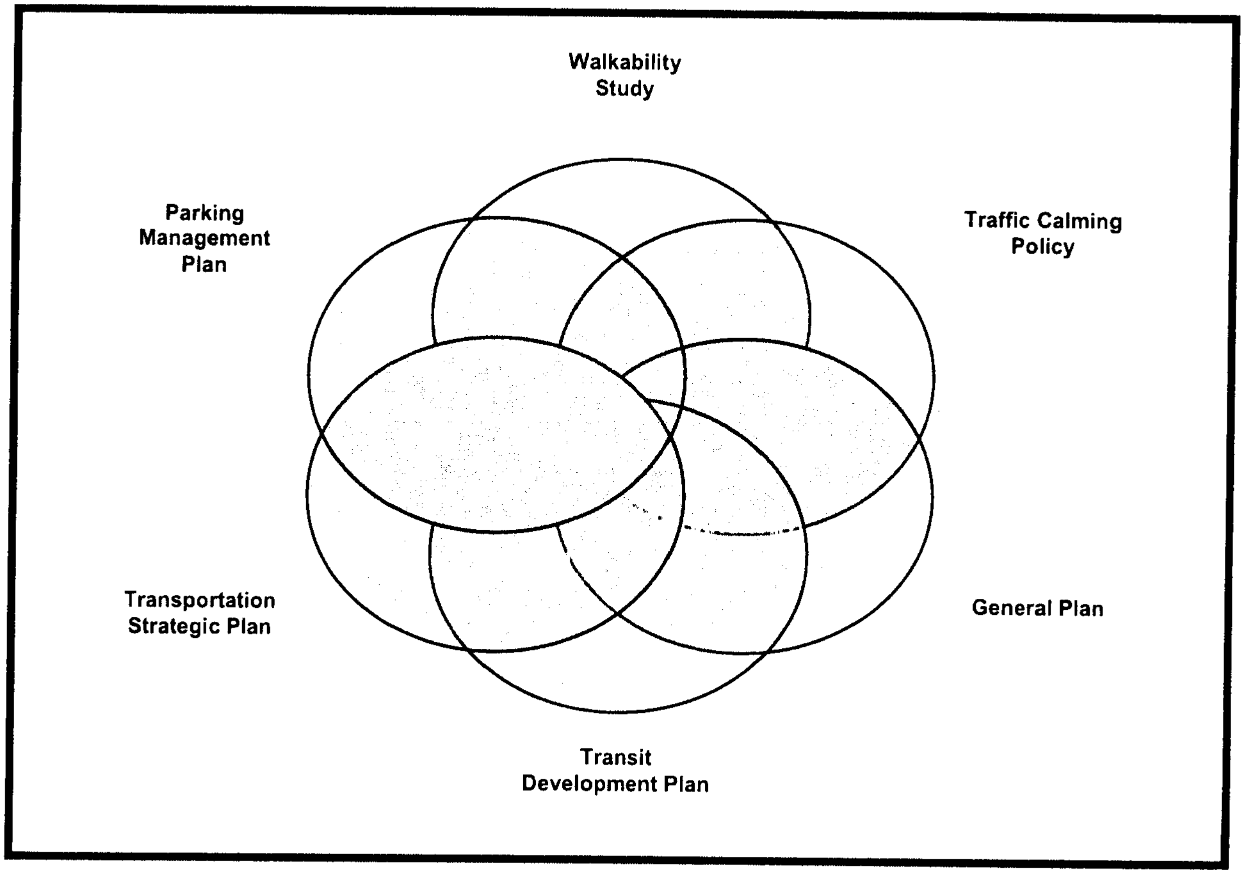
Background:
Over the next several months City Council will be reviewing and affirming policy on the City's General Plan, traffic calming policy, parking management plan, transportation strategic plan, walkability study (Trails Master Plan), and transit development plan. These individual elements comprise 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. ○ Develop processes and procedures to ensure the traffic impacts of all development and annexation proposals are carefully analyzed and understood. ○ 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. ○ Utilize financial instruments (e.g., bonding) when appropriate to balance expenditures with revenue resources and cash flow timing. ○ 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. ○ 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:**
- 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 plans utilize achievable revenue	- 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 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.** ○ Develop processes and procedures to ensure the traffic impacts of all development and annexation proposals are carefully analyzed and understood. ○ Utilize financial instruments (e.g., bonding) when appropriate to balance expenditures with revenue resources and cash flow timing. ○ 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. ○ 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:**
○ 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	○ 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. **SCOPE OF SERVICES**.
The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed One Hundred Twenty-Two Thousand Two Hundred Seventy dollars ($122,270).

2. **TERM**.
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. **COMPENSATION AND METHOD OF PAYMENT**.
   A. Payments for services provided hereunder shall be made monthly following the performance of such services.
   B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
   C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both parties in writing.
   D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is

offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

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

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

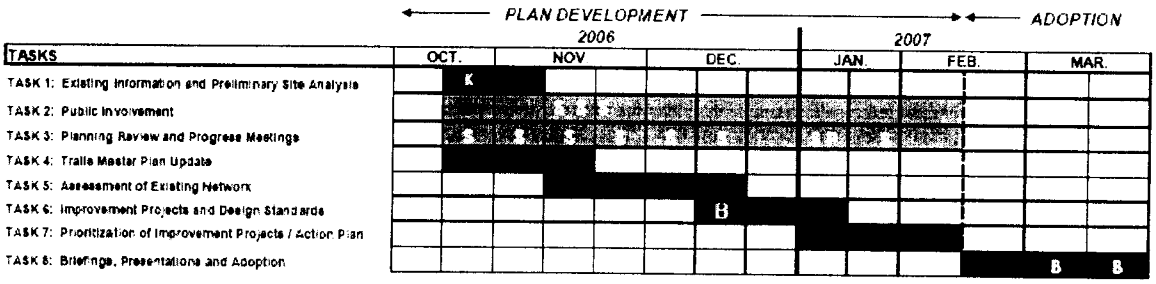
III. Detailed listing of tasks to be performed, design team members involved, and dates targeted for completion:

												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".

PARK CITY 1884

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

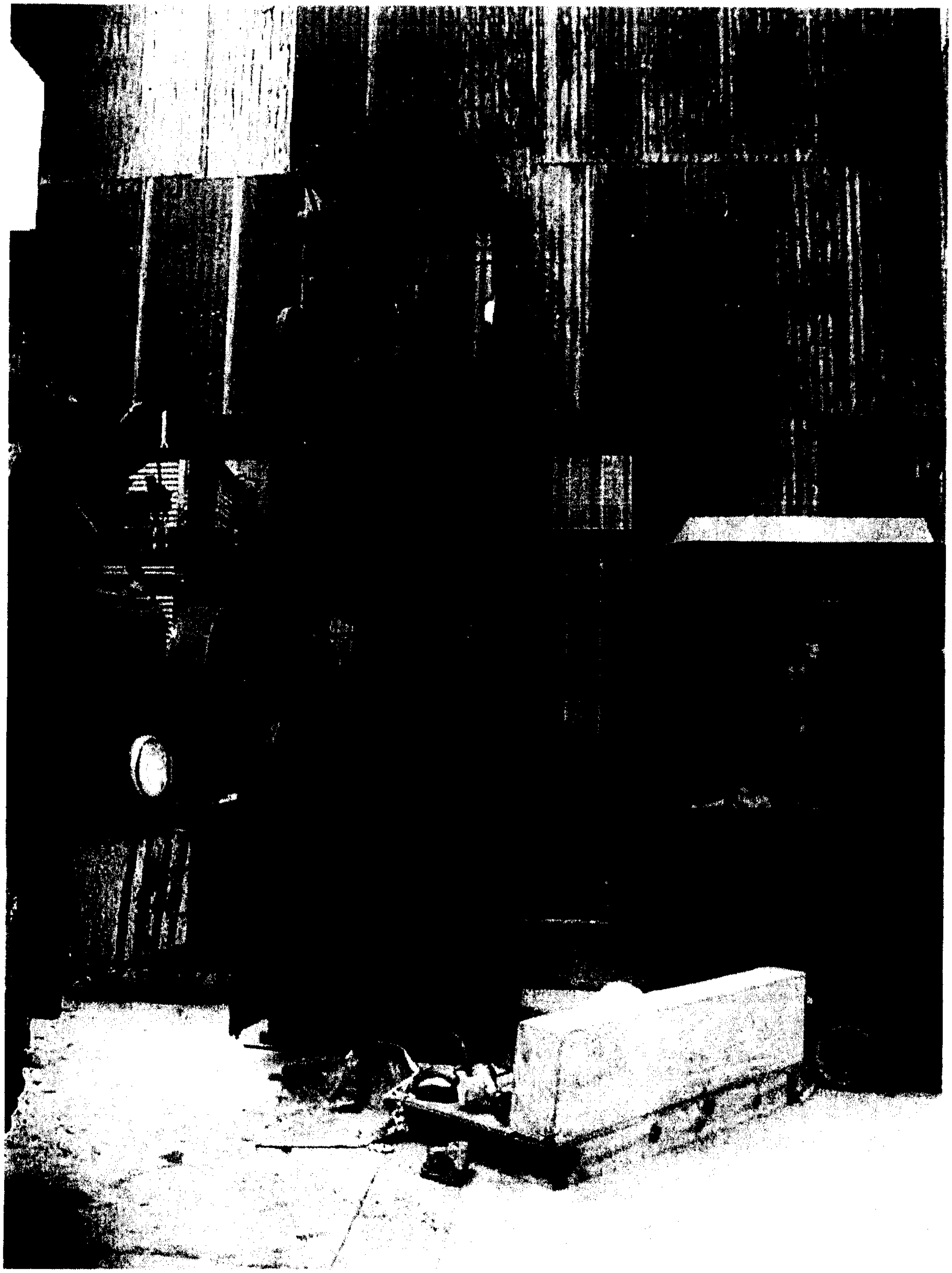


Exhibit B

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.