PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 12, 2000

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah, for the purposes and at the times as described below on Thursday, October 12, 2000.

11:00 a.m.	Olympic debriefing and lunch for staff and Council
2:00 p.m.	Break
2:15 p.m.	Field trip - 327 Woodside Avenue

Closed Session

3:00 p.m.	Property disposition

Work Session

4:00 p.m.	Council questions and comments
4:30 p.m.	Core Values awards
4:40 p.m.	Recycle Utah and ESL grants
4:50 p.m.	Communications feasibility study
5:00 p.m.	Review of regular meeting
	Norwegian Trade Council - Olympic lease
	Inn at Shadow Creek
	EPA grants
	Other meetings questions and comments
5:50 p.m.	Break

Regular Meeting

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF SEPTEMBER 21, 2000

V CONSENT AGENDA PUBLIC HEARING

1. Extension of plat approval for The Cove at Eagle Mountain Phase 2 **(motion to continue to October 19, 2000)**

2. Ordinance approving a plat amendment to consolidate Lots 2, 3, 32 & 33 of Block 65 of the Park City Survey into one lot of record at 505 Deer Valley Drive, Park City, Utah **(motion to continue to a date uncertain)**

3. Ordinance approving a Record of Survey to the Belle Arbor Condominiums consisting of 12 detached units and 9 multi-family units located at Belle Arbor at Deer Valley, south end of North Silver Lake, Park City, Utah

VI CONSENT AGENDA

1. Ordinance approving a Record of Survey to the Belle Arbor Condominiums consisting of 12 detached units and 9 multi-family units located at Belle Arbor at Deer Valley, south end of North Silver Lake, Park City, Utah

2. Acceptance of EPA grants in the amount of $85,000

3. Findings of fact, conclusions of law, and conditions of approval of an appeal granted by the City Council on September 14, 2000 of the denial of conditional use permit to alter a non-conforming structure located at 1500 Kearns Blvd. by the Planning Commission on June 28, 2000 - Adolph's Restaurant and Adolph Imboden

VII PUBLIC HEARING

1. Ordinance approving zone change from RD-MPD to RC-MPD and ROS for 1541 Thaynes Canyon Road, Inn at Shadow Creek Subdivision, Park City, Utah

2. Ordinance approving a one lot subdivision plat for 1541 Thaynes Canyon Drive, Park City, Utah

VIII NEW BUSINESS

1. Ordinance approving zone change from RD-MPD to RC-MPD and ROS for 1541 Thaynes Canyon Road, Inn at Shadow Creek Subdivision, Park City, Utah

2. Ordinance approving a one lot subdivision plat for 1541 Thaynes Canyon Drive, Park City, Utah

3. Lease of a portion of the Library and Education Center for use during the 2002 Winter Games

4. Appeal of Planning Commission approval of a conditional use permit for building on a steep slope 327 Woodside Avenue - Kevin King

IX ADJOURNMENT

Posted: 10/09/00
See: parkcity2002.org

PARK CITY
1884

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 12, 2000

Present: **Mayor Brad Olch; Council members Peg Bodell; Candace Erickson; Roger Harlan; Fred Jones; and Shauna Kerr**

Toby Ross, City Manager; Mark Harrington, City Attorney; Lloyd Evans, Chief of Police; Pat Putt, Planning and Zoning Administrator; Eric DeHaan, City Engineer; Tom Bakaly, Director of Capital Projects and Budget; Lloyd Evans, Chief of Police; Frank Bell, Director of Olympic Planning; Melissa Caffey, Facilities Manager; Brooks Robinson, Planner

Pat Cone, Summit County Commissioner; Helge Kittlesen and Leif Andersen, Norwegian Trade Council; Bill Shoaf, Fandango

1. **Council questions and comments.** Candy Erickson stated that her trip to Australia for the Olympics was a great learning experience. She referred to the work session minutes when she was gone regarding the *Council Couch*, which is a concept that she supports and is comfortable with. It doesn't have to involve the entire Council as a group or something that Myles Rademan has to organize. She noted that during the campaign last year, both she and Ms. Bodell received comments that the Council was aloof, unreachable, etc. and they responded to these comments and should follow-through on solutions. It may not be for everybody and it could be that each individual Council member handles interacting with the public differently. Ms. Erickson reiterated that it should not be the responsibility of the Public Affairs Department, unless it is a gathering for a specific issue. In response to a letter the Council received regarding loose dogs, Mark Harrington explained that the Summit County Animal Control Ordinance is incorporated by reference in the Municipal Code. A violation in Park City is prosecuted under the Park City Municipal Code but enforcement is delegated to the Summit County Animal Control Division. Chief Lloyd Evans pointed out that although a police officer can be called to a scene, there is no facility to take an animal into custody. Summit County funds the animal control program, hires and trains qualified officers and maintains a facility. Peg Bodell disclosed that she received a call from the complainant who has contacted the Animal Control Department regarding his issues. Ms. Bodell felt that he should be informed to contact the County Commissioners, and City Recorder Jan Scott stated that she encouraged him to do this during their conversation on the phone.

There was discussion about maintaining the cemetery posts which rust within one year; a long term solution would be replacing it with an aluminum fence. The Mayor reported that the Olympics in Sydney was a great experience. There was a debriefing of Council and staff earlier this afternoon and a meeting on the Olympics for the public will be held on November 13 at the Santy Auditorium. Fred Jones pointed out that the newly installed crosswalks on Main Street turned out well. He continued that he understands that Suzie Chaffee is promoting a Native American celebration as part of the Olympics and America's Opening this year and emphasized that a presentation needs to be made before the City Council can lend its support. He expressed that expanding the nordic trail at McPolin Farm is good use of the land, as there is minimal clearing required; Council agreed. There was discussion of extension of a plat for The Cove Phase 2 which is scheduled next week.

In response to a question from the Mayor, Mr. Putt explained that the Town Point Project is a 41 unit development located north of the Park Station Condominiums. It received a conditional use permit for construction in the frontage protection zone from the Planning Commission last night. The Mayor expressed concern about an additional curb cut on Deer Valley Drive to provide access to the project and asked Council if there is support for a call-up. Mr. Putt noted that access was discussed at considerable length early on by the Planning Commission. In response to a comment made by the Mayor, Eric DeHaan explained that UDOT controls the speed limit on Deer Valley Drive. Park Station is in favor of the location of the access, because the Town Point site plan will also allow Park Station access off of Deer Valley Drive. The alternative is all of the traffic hitting Park Avenue at 10th Street. Mr. DeHaan added that the proposed street cut on SR224 is a good location for visibility and staff supported the recommendation. There was no City Council support for a call-up action.

There was discussion about the guarantee for the trees for the transit center. The Mayor suggested that a large spruce be planted in the middle of the round-about which could be decorated for Christmas. Tom Bakaly felt that it would have to be approved by UDOT which probably wouldn't occur this year. Peg Bodell relayed that the cross-walks on Main Street turned out well and suggested that one be installed at the intersection of Park Avenue and 8th Street by the Town Lift where people cross the street. She added that she received complaints from Main Street merchants about work being conducted on Main Street the weekend of UEA and asked that work be scheduled around certain weekends. The Olympic debriefing was very helpful and she encouraged the public to attend the celebration committee meetings. Council recognized the Core Value Award recipients over the past year.

2. Recycle Utah and ESL grants. Tom Bakaly referred to the staff report. With regard to the Recycle Utah grant, subcommittee members Harlan and Erickson visited the site to examine the storage situation. Mr. Bakaly stated that although no formal recommendation was rendered from the subcommittee. However, both Mr. Harlan and Ms. Erickson leaned toward allowing use of the west bay space by the Recycling Center with an Olympic *out* clause, and provide the one-time tenant improvement allocation of $4,500. The recommendation from staff is to defer action until after the Olympics. The suggestion to contract with BFI would incur a cost to the City for the service and the acquisition of a compactor and the issues such as storage and space remain. Ms. Erickson strongly felt that postponing recycling plastics for 16 months is a long time which she could not justify. There was discussion about the process and space needs of recycling plastics. Ms. Bodell felt that this is a good compromise and Mr. Harlan felt this is a worthwhile project to be funded from contingency money. Ms. Kerr stated she is pleased with the recommendation and Mr. Jones also supported the action. He felt it is important to make recycling more meaningful in the community and understands that the County pilot project has been quite successful. Curbside, commercial, and condominium recycling throughout the City needs to be explored with the County.

With regard to the ESL grant, Mr. Bakaly explained that the grant subcommittee suggests a one-time grant in the amount of $3,333 from the contingency fund which was awarded last year as a matching grant with the School District and the County. These two requests would decrease the contingency fund from $19,500 to about $11,600. There was discussion about identifying this program as a service contract, and Mr. Bakaly pointed out that the School District is seeking state support through the legislative session. Council supported the grant request.

3. **Communications feasibility study.** Chief Lloyd Evans referred to his staff report. In response to questions raised by the Council on September 14, he explained that funding is being provided through County sources, rather than public safety, and the sheriff has committed support to the effort of the study. He discussed the Olympic time frame and its relation on the risk assessment component. The Olympics will not invalidate the study but Chief Evans questioned if now is the time to perform analysis. In response to an earlier concern expressed by Council member Erickson, he relayed that the provider would be willing to discuss what it is willing to back at the end of the study. He urged Council to provide direction on prioritizing participation in this study. Ms. Kerr noted that if the study is not essential now or helpful to the Olympic operations, it seems it should wait. Chief Evans noted that he did not ask how much time it would involve, but the department would have to devote a fair amount of staff time in providing data for the assessment.

Summit County Commissioner Pat Cone stated that he has confidence in the consultant, ESCG. Mr. Cone added that he is not an opponent or proponent of consolidation, but it is worth taking a look at it in two phases. One is a snapshot of what the County's exposure is with the dispatch center in the Summit County Sheriff's Department and a baseline for the future when consolidation could be considered. Park City should be involved as it is linked with the County's dispatch system. The sheriff is committed to the study as is the Fire District and 2/3rds of the money for the study has been retained. He feels Park City's police department is better organized than the County and it will not be difficult to provide data. Merging systems may save some money and improve quality of the service. He emphasized his concern that exposure is minimized during the Olympics and the study may be helpful. Peg Bodell pointed out that the study could be another tool for managing the Olympics and again asked about the time commitment for the police department.

Lloyd Evans responded that he can obtain a risk assessment or a vulnerability study from the FBI or the Secret Service in connection with the Games fairly readily without cost to the City. He stated that he is not an opponent or proponent of the study; it is always a good idea to have a better understanding of operations. He pointed out that the City is 14 months out from the Games and he has set priorities within his department which are increasing with Olympic-related issues. Is having a snapshot of what an independent party has to say about how the operations of the City's dispatch center worth $6,600 to the City now, with the understanding that in April 2002, the circumstances may change? The Mayor suggested that the study be performed after the Games, because of existing demands on staff. Mr. Cone discussed the expertise of the consultant who assists in the implementation of recommendations. Mr. Harlan discussed the current and upcoming work load for the police department because of special events, and the money may appear minor, but it all adds up affecting programs and services. The Chief again noted that he has no idea of what time will be required to participate in the study. Ms. Bodell suggested that Chief Evans meet with the consultant to determine how much time is anticipated to provide data and Ms. Kerr believed there is a timing issue. The Mayor again stated that he does not support the City's participation in the study at this time. Chief Evans also relayed that the $6,600 match does not have a funding source. He didn't view the study as being a critical need, but is willing to participate if Council so desires. Fred Jones stated he is sensitive to staff time and project priority issues and before he could support it, the time commitment would have to be clear. The Chief stated that he will meet with the consultant. Ms. Erickson noted that her concern is not staff time or cost, but the wisdom to spend time and money on a study that isn't going to come into fruition for at least 16 months to two years, because things change in that amount of time and the study may not have any relevance. She preferred to wait. Peg Bodell agreed with the comments made by fellow Council members but pointed out if the City didn't proceed on programs because it would take two years for fruition, it would never get anything accomplished; process takes a long time. Again, there was discussion on using the study as a tool and the potential of the dispatch service changing because of the Games. Chief Evans explained that the radio band equipment is already being replaced which will affect operations.

Fred Jones asked if there is a critical issue that the County would like to solve by performing the study now. Commissioner Cone indicated that the County will probably proceed without Park City as this needs to be done. He reiterated on the credits of the consulting company. The City Manager suggested that Council direct Lloyd Evans to make a determination, as his involvement is of the greatest concern, and he can investigate the demands of the study and report back to Council. Council agreed.

3. Review of regular meeting:

Norwegian Trade Council - Olympic lease. Frank Bell introduced Helge Kittlesen, representing NTC; Leif Andersen, Salt Lake City Norwegian Consulate; and Rick Simpson, Continuing Division of Education of the University of Utah. The City was approached about a year and a half ago to acquire some space to establish a national headquarters in Park City during the Olympics. The second and third floors of the Library and Education Center is the suggested space for the Norway House, which is currently occupied by Soaring Wings and the U of U. The lease is standard and is similar to the one for the north end City Park with SLOC. Mr. Bell stated that this group is committed to winter sports of all types and the headquarters is not a *party house* but provides an opportunity for hospitality and a cultural outreach to our community and the U of U and partnerships are being formed. The lease is drafted to minimize impacts to tenants of the building; the term is for 30 days, commencing no earlier than February 2 and ending no later than March 2, 2002. Ms. Bodell asked if there will be programs for the public. Mr. Kittlesen explained that room space will be reserved for sponsors and participants but the auditorium is contemplated to be used by the media for broadcasting back to Norway and for performances and tickets could be distributed to the community. Although it is too early to comment on a specific plan, the campus area could be used for community and visitor celebrations. Mr. Andersen added that they will work with various committees to reach common goals and those details are yet to be worked out.

Roger Harlan, liaison to the Library Board, asked if there will be a point person for NTC and the City, if equipment will be dismantled in a timely fashion, and if there are assurances that patrons can access the Library. Mr. Bell explained that the lease provides for site managers on both sides and a meeting with the Library Board will be scheduled with a larger Norwegian delegation, who will be in Park City in two weeks. He felt confident that these issues will be adequately addressed. Facilities Manager Melissa Caffey explained that she will have assigned staff to help her manage the site. Peg Bodell suggested the idea of a Norwegian Christmas tree outside the center.

Inn at Shadow Creek. See staff report. Brooks Robinson explained that the actions proposed tonight deal with a subdivision plat and a land exchange of parcels. Though illustration of a map, Mr. Robinson explained the area that is currently a part of the development parcel that would be exchanged to the City for the relocation of the 18th green. The area around the pump station is proposed to be exchanged from the City to the project and the piece along Thaynes Canyon Drive is a parcel anticipated to be exchanged where the driving range and underground cart storage are located. There is a request for a zone change from RD-MPD to RC which would allow a timeshare or quarter share ownership which would require another application if the zone change is not approved. In response to a property tax question from Roger Harlan, Toby Ross explained that there isn't as much transient room tax generated from a timeshare or quarter share as there would be from a hotel, but that money is allocated primarily to the Chamber/Bureau and none of it goes to Park City. However, timeshare values exceed condominiums of the same appearance and structure by a factor of about 80%, resulting in higher property tax revenues. Mr. Robinson discussed the effort to protect a view corridor. Bill Shoaf of Fandango explained that they are not selling rotating weekly timeshares but quarter ownership of one condominium, which allows a higher level of revenue to make the project feasible than single ownership. Fred Jones asked if this has been reviewed by the Planning Commission and if the City is protected in the future as a result of the zone change. Planner Robinson indicated that both the land trade and zoning as a part of the development agreement have been reviewed by the Commission, and the RC zoning will not increase density. Ms. Kerr asked if the zoning could revert in the event the project doesn't materialize. The City Manager explained that the zone can't be reverted but Fandango would have to start the process again to change anything. There was discussion about the difference with RD and RC zoning, and Mr. Robinson assured Council that if there is another project on the parcel, the development agreement controls the parcel for the current developer or future developer. Ms. Kerr asked that this be made clear. Brooks Robinson added that the original approval was for 39 residential unit equivalents and although the configuration has changed, the number of units remain at 39. Craig Sanchez commented on the diligent clean-up efforts by Fandango. See regular meeting

Prepared by Janet M. Scott

PARK CITY 1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 12, 2000

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 12, 2000. Members in attendance were Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Shauna Kerr. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Kevin LoPiccolo, Planner; and Brooks Robinson, Planner.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda.

Summer Olympics - City delegation - Bill Coleman, resident and business owner, stated that he understands that Council members who went to the Sydney Olympics were not compensated for travel costs by the City. He felt that learning from the Olympics is an important asset and that Council members should be reimbursed as their experience is very valuable to Park City.

Recreation/arts initiative - Summit County Commissioner Pat Cone explained that there is a resolution of support on this 1/10th of a percent sales tax which was authored by the Commissioners. Cities in east Summit County have signed and the Snyderville Basin Recreation District and School District will consider it at upcoming meetings. The legislature changed the allocation proportion from 75%:25% to 55% arts:45% recreation, respectively. The Commission is committed to form two County-wide advisory committees, one for recreation and one for arts and distribute the money based on population, not point of sale. He continued that the tax has worked well in Salt Lake County. It is a ten year tax, which is contemplated to raise $750,000 per year. In response to a request from the City Manager to define population, Commissioner Cone relayed that 25% of the money would be spent in Park City, 25% in the east side of the County and 50% in Snyderville Basin. This is contrary to the restaurant sales tax which is allocated by point of sale, but may free up some of this funding. Although he can't commit future Commissioners, the resolution will clarify the intent of the allocation of the present Commission. The Mayor asked that the resolution be scheduled next week.

III COMMUNICATIONS FROM COUNCIL AND STAFF

There was discussion about appointments to the League of Cities and Towns committees for the upcoming legislative session. Eric DeHaan reported work conducted by U S West on Swede Alley, Deer Valley, and Park City Mountain Resort. He reminded Council of the celebration of the opening of SR248 hosted by UDOT tomorrow at 9 a.m. Rick Lewis announced a public hearing on the Promontory Project on October 16.

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF SEPTEMBER 21, 2000

Roger Harlan made a couple of minor corrections. The Mayor requested a motion to approve, as corrected. Peg Bodell, "I so move". Shauna Kerr seconded. Candace Erickson disclosed that she was not in attendance and will be abstaining from the vote. Motion carried.

Peg Bodell	Aye
Roger Harlan	Aye
Candace Erickson	Abstention
Fred Jones	Aye
Shauna Kerr	Aye

V CONSENT AGENDA PUBLIC HEARING

1. Extension of plat approval for The Cove at Eagle Mountain Phase 2 **(motion to continue to October 19, 2000)** - The Mayor requested continuance to October 19. Fred Jones, "I so move". Roger Harlan seconded. Motion carried unanimously.

2. Ordinance approving a plat amendment to consolidate Lots 2, 3, 32 & 33 of Block 65 of the Park City Survey into one lot of record at 505 Deer Valley Drive, Park City, Utah **(motion to continue to a date uncertain)** - The Mayor requested a motion to continue. Roger Harlan, "I so move". Shauna Kerr seconded. Motion carried unanimously.

3. Ordinance approving a Record of Survey to the Belle Arbor Condominiums consisting of 12 detached units and 9 multi-family units located at Belle Arbor at Deer Valley, south end of North Silver Lake, Park City, Utah - Kevin LoPiccolo, Planner, explained that this project was approved by the Planning Commission in February and the condominium conversion was granted last month. The Commission recommends approval. With no questions or comments from the Council or the public, the public hearing was closed.

VI CONSENT AGENDA

The Mayor invited a motion to approve the Consent Agenda. Shauna Kerr, "I so move". Fred Jones seconded. Motion carried unanimously.

1. Ordinance approving a Record of Survey to the Belle Arbor Condominiums consisting of 12 detached units and 9 multi-family units located at Belle Arbor at Deer Valley, south end of North Silver Lake, Park City, Utah - See staff report and public hearing.

2. Acceptance of EPA grants in the amount of $85,000 - See staff report.

3. Findings of fact, conclusions of law, and conditions of approval of an appeal granted by the City Council on September 14, 2000 of the denial of conditional use permit to alter a non-conforming structure located at 1500 Kearns Blvd. by the Planning Commission on June 28, 2000 - Adolph's Restaurant and Adolph Imboden - See staff report.

VII PUBLIC HEARING

1. Ordinance approving zone change from RD-MPD to RC-MPD and ROS for 1541 Thaynes Canyon Road, Inn at Shadow Creek Subdivision, Park City, Utah - The Mayor referred to the work session discussion and invited comments from the Council and the public. In response to a question from Dick Weber, representing Three Kings Condominiums, Planner Brooks Robinson explained that the applicant is seeking to obtain permission for interval ownership, which is permitted in the RC zone. Public hearings are still required to be held at the Planning Commission level. He read the purpose clause of the RC zone, pointing out that the project meets the intent of the zoning in the Code.

Dick Weber explained that since 1998, he has been trying to change the zoning of the Three Kings Condominiums to RC. He has been discouraged by the planning staff which is inconsistent with this recommendation. There was discussion about the history and the development agreement tied to the project. Brooks Robinson explained that the master plan was approved in 1996 and the development parameters including setbacks and density will remain the same as a condition of the zone change. The density includes 39 residential unit equivalents, 41 condominiums, 150 hotel rooms, and 21 cottage units. Mr. Robinson explained that the land trade requires a change in the zoning for the land received by the development to RC and the City's property to ROS.

With no further comments, the public hearing was closed.

2. Ordinance approving a one lot subdivision plat for 1541 Thaynes Canyon Drive, Park City, Utah - Mr. Robinson explained that this action deals with the subdivision. The development parcel is a metes and bounds lot and this would encompass the land exchange with the City. Staff recommends approval based on the findings of fact, conclusions of law, and conditions of approval outlined in the staff report. Hearing no further questions or comments from the City Council or the audience, the public hearing was closed.

VIII NEW BUSINESS

1. Ordinance approving zone change from RD-MPD to RC-MPD and ROS for 1541 Thaynes Canyon Road, Inn at Shadow Creek Subdivision, Park City, Utah - Peg Bodell, "I move approval". Shauna Kerr seconded. Motion unanimously carried.

2. Ordinance approving a one lot subdivision plat for 1541 Thaynes Canyon Drive, Park City, Utah - Roger Harlan, "I move approval of the Ordinance approving a one lot subdivision plat for 1541 Thaynes Canyon Drive". Shauna Kerr seconded. Motion carried unanimously.

3. Lease of a portion of the Library and Education Center for use during the 2002 Winter Games - See staff report and work session commentary. Roger Harlan, "I move the lease agreement with the Norwegian Trade Council for a portion of the Library and Education Center". Candace Erickson seconded. Motion carried unanimously.

4. Appeal of Planning Commission approval of a conditional use permit for building on a steep slope 327 Woodside Avenue - Kevin King - The Mayor requested a motion to continue to a date uncertain. Roger Harlan, "I so move". Fred Jones seconded. Motion carried unanimously.

IX ADJOURNMENT

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

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MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Shauna Kerr. Staff present were Toby Ross, City Manager; Tom Bakaly, Director of Capital Projects and Budget; and Mark Harrington, City Attorney. Peg Bodell, "I move to close the meeting to discuss property disposition. Candace Erickson seconded. Motion carried unanimously.

The meeting opened at approximately 4 p.m.

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

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder

COUNCIL AGENDA REPORT

DATE: October 12, 2000
DEPARTMENT: Office of Capital Management & Budget
AUTHOR: Tom Bakaly TB
TITLE: Requests for Public Service Contracts
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: The City Council should provide direction concerning the following Public Service Contracts requests:

1) Request from the Recycling Center for additional space and a one-time contingency request of $4,500 for improvements to that space

2) Request from the English as a Second Language (ESL) program of the Park City School District (PCSD)

DESCRIPTION:

A. Topic: Public Service Contracts - Disbursement

B. Background:

In June of 2000, the City Council adopted a new policy that governs the disbursement of City service contracts 2000 (attached). In addition to establishing criteria for determining recipients, the policy also established categories in which organizations receiving service contracts were placed. Each category then gets a portion of the total funds appropriated. The total amount of funds available is a percentage (2.25%) of the General Fund budget for each year. City Council formed a Subcommittee to review the additional public service contract requests and make a recommendation to the City Council. The Subcommittee consists of Council member Erickson, Council member Harlan, and a City staff representative (Tom Bakaly).

On September 28, 2000 City Council reviewed both of the requests and asked that the items return with further information.

C. **Analysis:**

1) Recycling Center Request for additional rent contribution and one-time contingency contract

The Recycling Center currently receives a rent contribution ($8,850) and a special service contract of $10,287 in exchange for the provision of certain recycling services to the community. The rent contribution is for the recycling facilities located at the old bus barn. The Recycling Center would like additional space that would increase the annual rent contribution by $1,000. Please note that this is a real cost to the City's General Fund as funds are transferred to the Municipal Building Authority to pay off bonds used for improvements to that facility. This means that the annual contribution to the contingency fund will be decreased from $4,457 to $3,457. The Recycling Center is also requesting a one-time contingency request of $4,500 to make improvements to the space to accommodate the recycling of plastic materials. This figure is quite a bit less than what was originally requested. Please see the attached letter dated September 1, 2000.

The request is for tenant improvements only. The amount for tenant improvements is significantly less than Staff's estimates of $14,500. The Recycling Center would need to manage the improvements to the facility since they are using their own estimates for the work. In addition, the Recycling Center has not requested a waiver of City building fees for the project so Staff is assuming that the Recycling Center will pay those fees.

In earlier discussions, the Subcommittee asked the Recycling Center if curbside recycling efforts would decrease the need for a plastics recycling facility. In their letter dated August 18, 2000 (attached), the Recycling Center stated that the curbside program was a pilot program and if it was expanded County wide there would still be a need for a multi-family and Commercial plastics recycling center. The Subcommittee and City Council also asked if there was an alternate location for the plastics recycling. In their letter dated September1, 2000 (attached), the Recycling Center stated that it was critical for the plastics recycling to be located in the same area as other recycling activities.

On September 28, 2000 City Council asked staff to research whether a plastics bin could be located at the Recycling Center, and then have BFI or another vendor collect the plastics. Staff contacted BFI and they expressed a willingness to provide such a service at a cost to the City. BFI also said that a large amount of space would be needed and the plastic would need to be bailed or compacted prior to being picked up. Just for reference, a typical plastics load would be comprised of 6,000 2 litre bottles. Please note that if their public service contract is expanded to include plastics, the Recycling Center plans to use a private donation to lease a bailer.

The Police Department, Public Works Department, and Office of Olympic Planning and Special Events have expressed concern that honoring this request would reduce available storage space for ongoing City Public Works operations and services in connection with the Olympics. Specifically, the Public Works Department actively uses the facility for storing snow removal equipment that should be kept indoors. The Public Works Director and the Olympic Planning Director expressed their opinions directly to City Council on August 24th, 2000. On September 28, 2000 the City Council asked for further elaboration from the departments concerning the requested space. The responses listed below were prepared by the relevant departments.

Public Safety Current Use: The requested space is the only secure location that the Police Department has for reserve vehicles, speed trailers and equipment storage such as spare vehicle equipment. As well, when a vehicle is taken as evidence or secured for investigative purposes, the requested space is where the vehicles are temporarily stored. Staff has attempted to store speed trailers at the public works facility, but found that access to the equipment is often obstructed by the delivery of materials such as pipe, barricades, manhole spacers, etc. Lastly, it is necessary to have a big place to temporary locate things that need to be secured.

Public Works Current Use: The requirements for enclosed and protected space is a premium in the City. Public Works has accommodated the existing recycling space requirements by installing mezzanine structures and storage racks at the existing Public Works facility to store the required work supplies and emergency components required for infrastructure maintenance. Valuable equipment is stored indoors at the desired bay during the Winter time period. Utilization of the "west bay" would be least desirable since Public Works and Police rely on the enclosed space during the winter time frame particular to have our equipment protected from freezing and available for emergency use. Having Recycling Center operations on both sides of City operations may also cause ingress and egress issues for both the City and the Recycling Center.

Possible Olympic Use: One of the things reinforced by Sydney's Olympic experience was the need for space and how tight space would be during the Games. The City is going to need space to store things, to stage projects, and to conduct operations. It may be more expensive for the City in the long run if we have to go out and acquire temporary space of our own (tents/trailers) because other entities are using our space. If renting the space to the Recycling Center is desired by the Council, perhaps an "Olympic out clause" can be added to the lease. This would give the City flexibility as the Olympics approach and still meet immediate recycling needs.

Summary: Listed below are some alternatives related to this particular request. Staff recommends that City Council not lease the "west bay" to the Recycling Center before the Olympics. Therefore staff recommends alternatives 1-3 listed below. Alternative 3 seems like a win/win for both parties if an additional, dedicated, and secured storage space for plastics is not required. If Council desires to grant the "west bay" to the Recycling Center, staff recommends Alternative 4 that includes an "Olympic out clause" consistent with other City leases.

1) Decide not to lease the additional space to the Recycling Center until after the Olympics and thus not provide a City-wide opportunity to recycle plastics at this time.

2) Defer action on leasing the space to the Recycling Center and see if the pilot curbside recycling program (which includes plastics) is expanded City-wide by the County.

3) Install the plastics recycling unit to the East of the existing cardboard compactor in the covered bay and move one of the covered roll off containers out next to the fence on the South end of the lot. The power requirements are by this location and the cost of installation would be minimized. The Recycling Center does not favor this solution because they would like additional, dedicated, and secured storage space for plastics. Staff suggested that perhaps their existing bay where other recycling materials are stored could be used for plastics. The Recycling Center does not believe there is enough room to store plastics in that bay.

4) Allow use of "west bay" space by the Recycling Center, with an "Olympic out clause" and provide the one-time tenant improvements and address the City's space needs associated with such an action.

5) Allow use of "west bay" space by the Recycling Center and provide the $4,500 in one-time tenant improvements and address the City's space needs associated with such an action (Recycling Center's Preference).

6) Enter into a contract with BFI or another vendor for plastics recycling services.

Subcommittee Recommendation: The Subcommittee met and discussed this issue on October 6th. The Subcommittee also toured the Recycling Center site and the Public Works building at that time. Members of the Subcommittee will provide their comments and/or recommendation to City Council at the October 12th City Council meeting.

2) Disbursement of one-time contingency funds for the English as a Second Language (ESL) program of the Park City School District (PCSD).

On January 20, 2000 the City Council provided a one-time contingency service contract to the ESL program in the amount of $3,333. This contract was part of an intergovernmental cooperation effort with the School District and Summit County. The ESL program is requesting another contribution from the City for this fiscal year. Please see attached letter.

On September 28, 2000 the School District briefly discussed this issue with City Council. The School District stated that if they did not receive the contract from the City they would need to scale back the program. The School District was asked if this was a one-time request or if they would be back on an ongoing basis. The School District replied that were seeking annual State funding. The City Council wanted the Subcommittee to make a recommendation before acting.

Subcommittee Recommendation: The Subcommittee initially met and discussed this issue in August. The Subcommittee asked for an explanation of the City's Hispanic outreach Library program as well as the program administered by Holy Cross Ministries. The subcommittee was curious as to whether there would be an opportunity to perhaps combine the programs. The City's Library Services Director, who also serves on the Board of the Holy Cross Ministries, explained that the School District and Holy Cross Ministries ESL programs provided different services and supplemented each other well. Holy Cross Ministries provides their ESL instruction services using the Park City Library as their place of instruction at no charge to the City. The Subcommittee met again about this issue on October 6th. Members of the Subcommittee will provide their comments and/or recommendation to City Council at the October 12th Council meeting.

D. Department Review:

This request has been reviewed by the Office of Capital Management and Budget, the Police Department, the Public Works Department, the Office of Olympic Planning and Special Events, the Community Development Department, the Leisure Services Department and the City Manager's Office.

ALTERNATIVES:

1) Provide direction regarding the requests and either approve or modify the requests.

2) Deny the request (in total or partially): This action may necessitate further City Council direction concerning the Public Service Contract policy and its implementation.

3) Continue the Item: Delaying the requests for more than a few weeks could cause some issues.

4) Do Nothing: Same as Continuing the item.

SIGNIFICANT IMPACTS:

Implements the City's Public Service Contract policy which to do date has worked well. Funds for the recommended action are in the Public Services budget. Approving the additional space for the recycling center would decrease the annual contribution to the contingency fund from $4,457 to $3,457. The available balance of the contingency fund is approximately $19,500. Approving the entire Recycling Center request for one-time improvements to the old bus bay ($4,500) and the same ESL amount as last year ($3,333) would leave roughly $11,667 in the contingency fund until next July when the next annual contribution would occur. If Council wanted to make an ongoing award of $3,333 to the ESL program, they could do so by reducing almost all of the annual contribution to the contingency fund.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The City Council would need to provide further direction at a later date.

RECOMMENDATION:

Provide direction concerning requests from the Recycling Center and the ESL program.

PUBLIC SERVICE CONTRACTS- Amended 5/11/00

As part of the budget process, the City Council appropriates funds to organizations and endeavors whose services are consistent with the needs and goals of the City. Depending upon the type of service category, grants payment terms of the contracts may take the form of cash payment, one-time capital project joint participation, and/or offset of fees or rent relating to City property in exchange for value-in-kind services. The use of the public service contracts will be for specific services rendered in an amount consistent with the current fair market value of said services.

Public Service Fund Distribution Criteria: Organizations or projects must meet the following criteria in order to be eligible for a public service contracts in Fund Categories 1-5 below: 1) Accountability and Sustainability of Organization; 2) Program Need and Specific City Benefit; 3) Fiscal Stability and Other Financial Support; and 4) Fair Market Value of the Service.

> **Criterion #1** - Accountability and Sustainability of Organization or Endeavor: The organization or endeavor must have: 1) Quantifiable goals and objectives; 2) Non-discrimination in providing programs or services; 3) Cooperation with existing related programs and community service; 4) Compliance with the City contract; and 5) Not-for-profit status.
>
> **Criterion #2** - Program Need and Specific City Benefit: The organization or endeavor must have: 1) A clear demonstration of public benefit and provision of direct services to City residents; and 2) A demonstrated need for the program or activity.
>
> **Criterion #3** - Fiscal Stability and Other Financial Support: The organization or endeavor must have: 1) A clear description of how public funds will be used and accounted for; 2) Other funding sources that can be used to leverage resources; 3) A sound financial plan that demonstrates managerial and fiscal competence; and 4) A history of performing in a financially competent manner.
>
> **Criterion #4** - The scope of services included in the public service contract must equal or exceed fair market value of any form of payment from the City.
>
> Fund Category 6 has its own criteria as set forth below.

Total Public Service Fund Appropriations: The City appropriates a total of 2.25% of its annual General Fund budget each year for public service contracts in Fund Categories 1 - 5 as described below. In addition, the City appropriates specific dollar amounts from other funds specifically related to Fund Category 6 as described below. The General Fund budget is defined as total departmental operations not including the "carry-forward" of unspent balances.

Fund Categories and Percentage Allocations: For the purpose of distributing Public Service Funds, service contracts are placed into the following categories: 1) Special Services; 2) Arts, Culture, Humanities; 3) Youth; 4) Rent Contribution; 5) Contingency; and 6) Historic Preservation. A percentage of the General Fund budget (whose sum does not exceed 2.25 %) is allocated to each of the first five individual categories by the City Council. A specific dollar amount is allocated to category 6.

The General Fund category percentage allocation does not vary from year-to-year. However, as the City's budget fluctuates (up or down) due to economic conditions, the dollar amounts applied to each category will fluctuate proportionally. In years when the budget decreases, the City Council may choose to reduce the contingency fund appropriation to the extent possible in order to hold public service fund amounts constant. In the case of categories 2, 3, and 5 (Arts, Youth and Contingency), unspent fund balances from a prior fiscal year are reappropriated on a one-time basis to the upcoming fiscal year. The unspent prior year balance is added to the new fund amount for the upcoming fiscal year.

1) Special Services: An amount not to exceed 1.19 % of the General Fund budget will be designated for service contracts relating to services that would otherwise be provided by the City. Special services that fall into this category would include, but not be limited to; sustaining economic development, historical preservation, marketing/sales, public safety, affordable housing and recycling.

To the extent possible, individual special services will be delineated in the budget. Any amount not specifically designated in the budget for special services will be placed in the Contingency Category. Each special service provider will have a special service contract with a term of one year. If a special service contractor wishes to increase their budgeted payment amount, they must justify why a change is needed. Funds used to increase individual special service contracts must come from within the Special Services Category or the Contingency Category.

2) Arts, Culture, Humanities: .30% of the total General Fund budget will be designated for support to a representative organization of the arts, culture, and humanities community. The representative organization will propose a plan by June 1 of each year as to how the support funds will be distributed to organizations in the arts, culture, and humanities community. The representative organization may establish a reasonable contingency balance for requests specific to the Arts, Culture and Humanities category that may arise throughout the year. Individual grant awards less than $500 per grant do not require City Council approval as long as they are approved by the representative organization.

The proposal must be consistent with UCA § 10-7-85, as amended, and the criteria listed in this policy. In particular, criterion 1-3: (cooperation with existing related programs and community services) will be closely monitored. Failure to comply with this criteria may result in loss of representative organization status. Criterion 4 shall be evaluated, but need not be a disqualifying factor.

Upon being designated by the City Council as the representative organization, the representative organization will enter into a contract prior to July 1 with the City for the distribution of support funds for a one year period. If a representative organization is not identified by City Council, the support funds will be held in a City trust fund until a representative organization is identified.

3) Youth: .25% of the total General Fund budget will be designated for support to a representative organization for youth services. The proposal must be consistent with the criteria listed in this policy, in particular criterion 1-4. All of the other policies relating to category #2 also apply to the youth category.

4) **Rent Contribution:** An amount not to exceed .48% of the General Fund budget will be used as a rent contribution for organizations occupying City-owned property and providing services consistent with criterion 1-4 pursuant to the needs and goals of the City. To the extent possible, individual rent contributions will be delineated in the budget. Any amount not specifically designated in the budget will be placed in the Contingency Category.

The City is required to make rent contributions to the Park City Building Authority for buildings that it occupies. Qualified Organizations may enter into a lease with the City to occupy City space at a reduced rental rate pursuant to criterion 1-4. The difference between the reduced rental rate and the rate paid to the Park City Building Authority will be funded by the rent contribution amount. The City Council may make long-term lease commitments for reduced rental rates under this policy. Please note that this policy only applies when a reduced rental rate is being offered. This policy does not apply to lease arrangements at "market" rates.

5) **Contingency:** .04% of the General Fund budget will be designated as a contingency reserve for organizations, programs or endeavors that arise throughout the year. Use of the Contingency fund requires City Council approval. The policies stated above will be applied to requests from the Contingency Category. City Council will review contingency fund balance every two years and make decisions for appropriations based on recommendations from the Public Service Committee.

6) **Historic Preservation:** Each year, the City Council will appropriate a specific dollar amount relating to historic preservation. The City Council will designate the funding for these expenditures during the annual budget process. The funding source for this category is the Lower Park Avenue and Main Street RDA. The disbursement of the funds shall be administered pursuant to applications and criteria established by the Community Development Department, and awarded by the Historic District Commission, consistent with UCA § 17A-3-1303, as amended. The total amount of historic funds available is $200,000 ($100,000 from each RDA project area). In instances where another organization is involved, a contract delineating the services will be required.

It is at the discretion of the City Council as to which categories individual organizations or endeavors are placed. Any percentage changes to the General Fund categories described above must be approved by the City Council. All final decisions relating to public service are at the discretion of the City Council.

PARK CITY MUNICIPAL COPRPORATION
GRANTS FY 2001 - Revised - May 18, 2000
Does not include Carry Forward from FY 1999-00 for Youth or Contingency

CATEGORY/DESCRIPTION	GRANT $ FY2000 Budget	% of BUDGET GENERAL FUND	FY 2001 Budget Recommended	% of BUDGET GENERAL FUND	FY 2001 Budget 5% Reductions	% of BUDGET GENERAL FUND
SPECIAL SERVICES						
Recycling	$10,828		$10,828		$10,287	
Mountainlands Community Housing Trust	$20,000		$20,000		$19,000	
Arts Council			$14,500		$13,775	
Chamber Bureau	$81,210		$81,210		$77,150	
Historical Society	$25,121		$25,121		$23,865	
Domestic Peace Task Force	$27,405		$27,405		$26,035	
Sub-total Special Services	$164,564	1.19%	$179,064	1.30%	170,111	1.30%
ARTS/CULTURE/HUMANITIES						
Sub-total Arts	40,928	0.30%	26,428	0.19%	25,107	0.19%
YOUTH						
Sub-total Youth	33,871	0.25%	33,871	0.25%	32,177	0.25%
RENT CONTRIBUTIONS						
KPCW	25,172		25,172		23,913	
State Liquor Store	15,320		15,320		14,554	
Recycling	9,000		9,000		8,550	
Historical Society	16,800		16,800		15,960	
Sub-total Rent Contribution	66,292	0.48%	66,292	0.48%	62,977	0.48%
GRANT CONTINGENCY FUND	4,692	0.03%	4,692	0.03%	4,457	0.03%
TOTAL GRANTS - GENERAL FUND	310,347	2.25%	310,347	2.25%	294,830	2.25%
GENERAL FUND BUDGET	13,800,000		13,800,000		**13,110,000**	
HOUSING/RDA						
Mountainlands Community Housing Trust	5,000		5,000		5,000	
Sub-total Housing	5,000		5,000		5,000	
HISTORIC PRESERVATION						
Sub-total Historic Preservation	200,000		200,000		200,000	
TOTAL GRANTS - All FUNDS	**$515,347**		**$515,347**		**$499,830**	

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Recycle PARK CITY Utah®

September 1, 2000

Public Service Contracts Committee
Park City Municipal Corporation
445 Marsac Avenue, P.O. Box 1480
Park City, UT 84060-1480

Dear Committee Members:

Recycle Utah has prepared the following to address questions raised during your work session on Thursday, August 31, 2000, regarding Recycle Utah's request for Rent Contribution and Contingency Funding to support plastics recycling services. The program would include PET plastic (#1) soda and water bottles and HDPE plastic (#2) milk jugs. The Rent Contribution would be for one additional bay at the facility to house the baler and plastic containers sorted for baling. One-time start-up Contingency funding of $4,500 for tenant improvements in this bay include a wall erected between the bays, installing a garage door opener for the adjacent bays to be used by the City, installing a 240 volt circuit with switching, two overhead, high-voltage lights, and power to the new garage door opener.

As stated in our previous request, Recycle Utah has met with the various contractors to refine the cost estimate for tenant improvements. The following presents the estimated cost for the tenant improvements:

• Construction of a wall between the bays with sheet rock on both sides	$1,840
• Installation of a 240 volt circuit, two overhead, high voltage lights, and Power to the new garage door opener	$1,840
• Installation of garage door opener with remote and electronic key pad	$ 814
TOTAL	**$4,494**

It is critical that the plastic recycling be co-located with the other recycling services because of shared staffing and supervision. Also, the general public will not want to go to two different locations to drop off their recyclables. We would like to welcome you at the Park City Recycling Center the week of September 11th. We will call you to set up a mutually convenient time and arrange for access to the police garage.

Please contact Alyson Burleigh at 658-4966 or me if you have any questions regarding this request.

Sincerely,

Insa Riepen
Executive Director

cc: Tom Bakaly, Fred Jones

Recycle PARK CITY Utah

August 18, 2000

Public Service Contracts Committee
Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060-1480

Dear Committee Members:

Recycle Utah receives requests from the public to recycle plastics on a daily basis. Currently, Recycle Utah accepts any color of glass containers, any paper products, including paperboard and corrugated cardboard, aluminum and tin cans. With the Good Wood project we also accept "good" wood, and other building materials such as doors, windows, and fixtures from remodel projects. Recycle Utah's ultimate goals are to preserve landfill space and to conserve natural resources.

Recycle Utah would like to expand the existing operations at the center to provide plastics recycling service to Park City residents and businesses. The plastics recycling program would include PET plastic (#1) soda and water bottles and HDPE plastic (#2) milk jugs. Due to the light weight and volume of uncompacted plastic containers, these materials would have to be baled to make the program economical. The baler would have to be installed indoors to protect it from the elements. Because the two different types of plastic need to be baled separately and be contaminant free, Recycle Utah also needs to have a secured area where separated bags of PET and HDPE can be stored prior to baling. The baler would produce 48" x 48" x 30" bales of PET or HDPE plastics. Once eight to ten bales are accumulated, the bales would be transported to markets in Salt Lake City.

This program would not be in conflict with the existing pilot curbside recycling program provided to approximately 2,000 single family homes in Summit County. Lamar Richins, Director of Public Works for Summit County recently indicated that Summit County will decide in the next few months whether the pilot program will be expanded to serve additional single family homes. If the County were to expand the pilot curbside recycling program to all single family homes in Summit County, Recycle Utah anticipates that it would still be receiving a considerable amount of plastics from multi-family residences and commercial establishments.

1825 Woodbine Way • P.O. Box 682998 Park City, Utah 84068 • Phone: (435) 649-9698 • Fax: (435) 658-1530
e-mail: director@recycleutah.com • http://www.recycleutah.org

To implement this service, Recycle Utah is requesting Rent Contribution on an ongoing basis for the use of an additional bay at the facility to house the baler and plastic containers sorted for baling. Recycle Utah is also requesting one-time start-up Contingency funding for tenant improvements in this bay including having a wall erected between the bays, installing a 230 voltage electric line to operate the baler, and relocating the electronic key pad that is currently used to open the bay door to access the three bays. The Department of Public Works has estimated the costs for these tenant improvements as follows:

• Construction of a wall between the bays with sheet rock on one side	$4,500 - $6,500
• Installation of a 230 voltage electric line (This does not include a transformer or additional panels, if required.)	$6,000 - $9,000
• Door control (electronic key pad) change out	$4,000 - $6,000
TOTAL	**$14,500 - $21,500**

Recycle Utah is working to refine these cost estimates prior to the City Council meeting.

Recycle Utah will rely on other funding sources for the on-going operational costs of the plastics program including the baler lease, baling wire, gaylord bags, pallets, pallet jack, staffing and transportation. Given the considerable costs associated with plastics recycling relative to the market value of baled PET and HDPE, the plastics recycling program would only be economically feasible with the increased Rent Contribution and the one-time Contingency funding for tenant improvements from the City.

Recycle Utah is a non-profit 501(c)(3) organization dedicated to preserving the environment. Recycle Utah's mission is to promote, strengthen, and provide leadership in waste reduction, reuse, recycling, hazardous waste collection, and composting in Summit County. Recycle Utah is governed by a Board of Trustees. Current Trustees are John Ray, Laynee Jones, Marc Estabrook, LaMar Richins, Jeff Louden, Fred Jones, Michael O'Hara, Joe Kernan, and Alyson Burleigh.

Please feel free to contact me or Alyson Burleigh at 658-4966 if you have any questions regarding this request.

Sincerely,

Riepen

Insa Riepen
Executive Director

PARK CITY
SCHOOL DISTRICT

EDUCATIONAL EXCELLENCE

2700 KEARNS BOULEVARD
PARK CITY, UTAH 84060

435/645-5600
435/645-5609 FAX

August 15, 2000

Toby Ross
City Manager
Park City Municipal Corp.
Park City, UT 84060

Dear Mr. Ross:

Everyday in Park City, you hear Spanish spoken. Your support last year was critical in helping us provide an English language program for adults, and we are asking for your help to make this happen again.

In the 1999-2000 school year, the Park City School District registered 215 adults in our E.S.L. program, with almost 2000 of student attendance hours recorded for the year. It is apparent that the Latino population in Park City and Summit County is increasing and is a permanent part of our community.

We ask our adult students about employment when they register in our program. We found that about 70% indicated that they are employed. Of that group, 39% were in construction, 38% work in hotels and restaurants, and 19% worked at ski resorts. We also have students who work with retail stores and other businesses. People who do not speak English are employed in almost every type of business and are heavily represented in service industries. Most, who were not employed at the time they registered, were looking for work.

The enclosed information and budget sheet gives more data on our adult student population and financial needs for this year. We are changing our program format to provide what we hope will be a better service.

We face a difficult financial situation for serving our adult non-English speaking population. Our state grant money, funds only about 15% of our program costs, with restrictions attached to its use. Our program employs three part time staff members and we are lucky to have some very committed and qualified volunteers. Students pay a small registration fee to cover the cost of books and materials. The difference is made up through school district funds and donations. Donations from the public and private sectors have made it possible for us to serve every student who wants to learn English.

I'm asking again this year for your financial support. We need to raise about $16,000 to run the program this year. We do not want to restrict the size of the program, or who can attend. So your continued support is very important and appreciated. With your support, the Park City School District will have a place for these community members to learn English with qualified professional staff in a structured school setting.

Please call me at the Park City School District, 645-5600 ext. 147 if you need additional information. I would be happy to share more information about the program or present this information in a meeting.

Thank you very much for your help. Our classes begin in September.

Sincerely,

Judy Tukuafu
Director of Community Education

Nancy DeFord
Superintendent of Schools

Park City School District
Adult E.S.L. Program

Judy Tukuafu
July, 2000

Background:
Facts on the 1999-2000 program

1. 223 were listed on the rolls - came at least one time
2. We have some information from 158 students
   a. About 1/3 were female and 2/3 male
   b. 134 were from Mexico
   c. 57 were married and 92 were single
   d. Total number of children indicated was 142
   e. Employment - 111 listed where employed or name of company
   f. 46 were in construction, 43 in restaurants or hotels, 22 at ski resorts, 6 other
   g. Students had been in Park City from a few days to many years

We also had an ESL program with an evening Head Start program which helped ten mothers learn to speak English.

There were 63 (one and a half hour) classes held with an average attendance of 21 per night. Total student classroom hours was almost 2000.

The program was held at McPolin Elementary School. The small satellite program at Ecker Hill Middle School was discontinued due to lack of student attendance. The McPolin ESL program gets new students almost every week. This is an on-going program, held every school year.

The program in 1999-00 had one paid, part-time lead teacher, two paid part-time teachers, and some volunteers. The school district provides meeting space, access to miscellaneous materials and photocopying. Judy Tukuafu serves as the Director of Community Education and manages the program as part of her overall job duties.

State grant funding provides only about 15% of the funds needed pay for the part time teaching staff needed to run the basic program. The other funding for the 1999-2000 year was provided by donations, grants, and school district funds.

Program Needs and New Directions:
Park City School District will continue to provide this program in the evening, two nights per week for the entire school year. We want to change to a two hour class period because our student surveys indicated that students want more instruction.

We are going to restructure the program into two month time blocks in hopes of adding some continuity to the learning process. This has been an open entry program where students can register any time during the year. An open entry program is nice for newcomers but difficult for continuing students and for the teachers. With this new system, we plan to register new students every other month and have a more structured curriculum planned for the entire year. This may negatively affect the total number of students we have in the program, but it should help dedicated students to progress at a faster pace and, ultimately, be a better learning experience and program.

Budget:
The Park City School District will continue to provide administrative staff, facilities, copying, and advertising as well as opportunities for teacher training. We have community volunteers involved in the program as teaching aides. The school district has funded the shortfalls in the budget for the adult ESL program, however community support is essential to continuing this program now.

ESL Program Budget

Staffing	
1 Lead Teacher at 40 hours/month for 10 months/year at $20/hr.	$ 8,400
2 Teachers at 30 hours/month for 10 months/year @ $14/hr.	$ 8,400
FICA for teachers	$ 1,285
Materials	
Books at $15/student for 150 students	$ 2,250
Total Program Cost:	**$19,935**
Funding Available	
State grant	$ 2234
Student fees @ $10/student for Regular program	$ 1,500
Funding needed for ESL Program:	**$16,101**

Other PCSD Support
PCSD provides as in-kind: Administrative staff (Judy Tukuafu) at approximately 200 hours per year, secretarial support at approximately 100 hours/year, facilities (classroom space and utilities), copy machine use and paper for forms, tests, reports, etc., and advertising.

PARK CITY 1884

DATE: October 5, 2000
DEPARTMENT: POLICE DEPARTMENT
AUTHOR: Lloyd D. Evans, Sr.
TITLE: Chief of Police
TYPE OF ITEM: COUNCIL INPUT AND DIRECTION

SUMMARY RECOMMENDATIONS:

Staff is requesting direction from City Council on the priority and timing issues related to a Summit County/City communications (911) feasability study.

DESCRIPTION:

A. Topic: Communications Feasability Study Participation

B. Background:

Council discussed, at Council meeting held September 14th, joint participation with Summit County and Park City Fire District in a Communications Feasability Study to examine the possibility of creating a combined Communications Center that would service all public safety agencies within Summit County. The Summit County Commission has asked Park City Municipal to participate in this study and provide one third funding, approximately $6,600.00.

Several questions concerning the proposal were asked by City Council members that could not be answered on September 14th, and needed to be discussed with the County Commission. There were four (4) basic questions asked by Council;

1 - Are all parties on board with the idea of doing this study, including the Summit County Sheriff?

2 - Is there an urgency attached to doing this the study now or could it wait?

3 - What do the Olympics do to this study if it is conducted prior to the Olympics?

4 - Can the provider doing the study provide a guarantee on the results of the study? What do we know about the provider proposing to do the study?

C. <u>Analysis</u>:

In a meeting with City and County representatives (Commissioner Cone and Council Member Bodell) the questions were posed and discussion on those matters yielded the following answers.

1 - <u>AGENCY SUPPORT</u>: Summit County, including the Sheriff, and the Fire District support and will cooperate with the study provider for this study. The County is financing their share through funds outside of the Sheriff's Office budget and Chief Gee has already committed funding according to the Commissioner.

2 - <u>OLYMPIC TIME FRAME</u>: Although there is not currently an Olympic vulnerability or risk assessment component proposed as part of the study, this type of study could provide some of that information. The County has expressed a desire for that information.

3 - <u>OLYMPIC IMPACTS</u>: The Commissioner was uncertain of the effects the 2002 Games may have on the validity of the study if conducted prior to the games. The Commissioner did indicate that even though the study would be completed prior to the Olympics, that nothing would be undertaken until after that event. The Secret Service and the FBI will assess the City's communication system if requested to do so.

4 - <u>STUDY GUARANTEE</u>: As far as the provider guarantee, the Commissioner felt that those types of issues could be addressed in a meeting with the study providers prior to commencement of the study. A copy of a completed study by this provider is available for council member review.

Although there may be value in this study from a risk or vulnerability standpoint prior to the 2002 Winter Games, staff is however, uncertain that the value warrants this expenditure of unbudgeted funds and investment of staff time at this point. There are other resources available through the federal assets in the area to provide a risk assessment, at no cost, of our communications functions should we choose to obtain such an assessment.

The Police Department did not anticipate this expenditure so funds were not allocated within the current Public Safety budget to facilitate our financial participation. Funds would need to be located in another fund within the City budget.

ANALYSIS SUMMARY:

County Commission members are seeking Park City participation, both financially and with staff time with the study group. The Police Department is seeking direction from City Council on what priority should be placed on participation in this study so that a funding mechanism can be sought and staff time can be re-prioritized.

D. Department Review: This report was reviewed by the City Manager, OCMB, and Legal.

ALTERNATIVES:

A. Approve the Request: Provide funding and join Summit County and Park City Fire District in this study, to be performed prior to the Olympics.

B. Modify the Request: Cooperate where applicable with the study group, but not provide funding.

C. Defer Action: Request that the County consider delaying this study until after the 2002 Games and then participate.

D. Deny Request: Choose not to participate in the study.

SIGNIFICANT IMPACTS:

Participation in this study will impact the Police Department by placing an added demand on police department staff to coordinate and cooperate with the study group. As well, unanticipated expenditures of about $6,600.00 would need to be made causing a potential impact in other areas of the City budget.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

Some direction on this issues is needed at this time.

RECOMMENDATION:

Staff is requesting direction from City Council on the priority and timing issues related to a Summit County/City communications (911) feasability study.

PARK CITY

1884

CITY COUNCIL STAFF REPORT

Date: **October 12, 2000**
Department: **Community Development Department**
Title: **Condominium Conversion - BelleArbor**
Type of Item: **Legislative**

Summary Recommendations: Staff recommends that City Council adopt the attached Ordinance approving the Record of Survey for 12 detached units and 9 multi-family units for BelleArbor located in North Silver Lake.

A. Topic

Applicant:	BelleArbor, L.P.
Location:	BelleArbor at Deer Valley - South end of North Silver Lake adjacent to Bellemont condominiums
Proposal:	Record of Survey
Zoning:	RD- Residential Development District
Adjacent Land uses:	Residential, Ski Trails
Project Planner:	Kevin LoPiccolo
Date of Application:	July 12, 2000

B. Background Information

The Planning Commission approved a Small Scale Master Planned Development for 21 units that included 12 single family and 9 multi-family units at their February 9, 2000 meeting. The project is consistent with the RD zone and the Deer Valley Master Plan. BelleArbor is currently under construction for a total of 21 units.

The Commission at their September 27, 2000 meeting voted to forward to City Council a positive recommendation to approve the final Record of Survey.

This request is for approval of the Record of Survey for the BelleArbor condominium project at Deer Valley. A final plat must be recorded with the County in order for the current owner to sell ownership interest to other parties.

C. Analysis

The project consists of 12 detached units and 9 multi-family units under the division of condominium interests. The project will consist of a private road with access from Silver Lake Drive and Silver Dollar Court. The proposed condominium plat is consistent with the Land Management Code, and the Deer Valley MPD plans. The plat changes the type of ownership of this parcel to condominium ownership.

D. Department Review

The Staff Review Committee have reviewed this application and find it to be consistent with all requisite city development codes.The City Attorney's office will review the plat and CC&R's before recordation.

E. Public Input

Property owners within 300 feet of the project were notified on September 12, 2000. The property was properly posted and legally noticed. As of the date of this report, staff has not received any public input concerning this application.

Alternatives:

A. Approve the proposed amendment thereby allowing individual ownership of each unit.

B. Deny the condominiumization and retain the current form of ownership.

C. Continue the item and request additional evaluation from staff.

Significant Impacts:

The proposal results in a record of survey plat that allows individual ownership of each unit. Approval of this application will not result in any significant impacts to the proposed project.

Consequences of not taking the recommended action:

If the Council denies the Record of Survey to the BelleArbor Plat, the property can be developed under the MPD approval, and retain the current form of ownership.

F. Recommendation

Staff recommends approval of the proposed Record of Survey for BelleArbor condominiums, based upon the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The property is within the Residential Development District Zone.

2. The plat configuration is consistent with the Planning Commission approval of the North Silver Lake MPD and the Deer Valley 7th Amended MPD, April 1993.

3. A financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

4. The proposed plat changes the type of ownership of this property to condominium ownership.

5. Access to a public street is necessary per Subdivision regulations.

6. The applicant stipulates to all conditions of approval

Conclusions of Law

1. The plat is in substantial compliance with the Park City Land Management Code and applicable State law regarding condominium plats.

2. Neither the public nor any person will be materially injured by approval of the plat, subject to the conditions of approval. The plat does not adversely affect the health, safety and welfare of the citizens of Park City.

3. There is good cause for the plat.

Conditions of Approval

1. The City Attorney and City Engineer's review and approval of the final form and content of the plat and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recording the plat.

2. All conditions of approval, including conditions of approval for BelleArbor at North Silver Lake Deer Valley MPD, continue to apply.

3. All standard project conditions shall apply (Exhibit C).

4. A financial guarantee, for the value of all public improvements to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.

5. The final record of survey shall be recorded at the County within one year from the date of City Council approval. If recordation has not occurred within the one year time, this approval and the plat shall be considered void.

6. The applicant shall demonstrate that all units in the project have access to a public street.

Exhibits
Exhibit A- Proposed condominium plat
Exhibit B- Location map
Exhibit C- Standard Conditions
Exhibit D- Draft Ordinance

M:\CDD\KL\CC00\PLATS\bellearbor.wpd

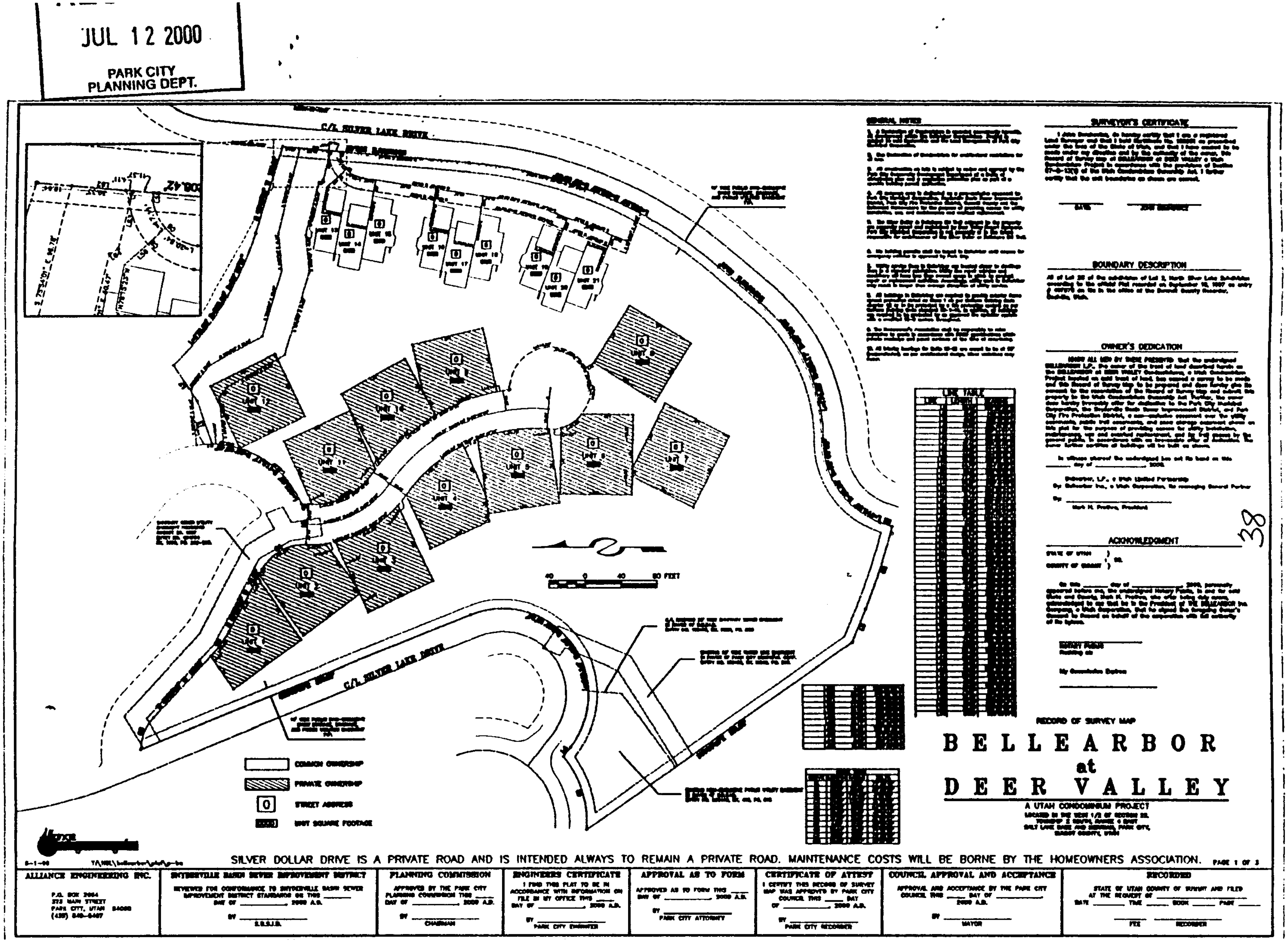

Exhibit A- Proposed condominium plat

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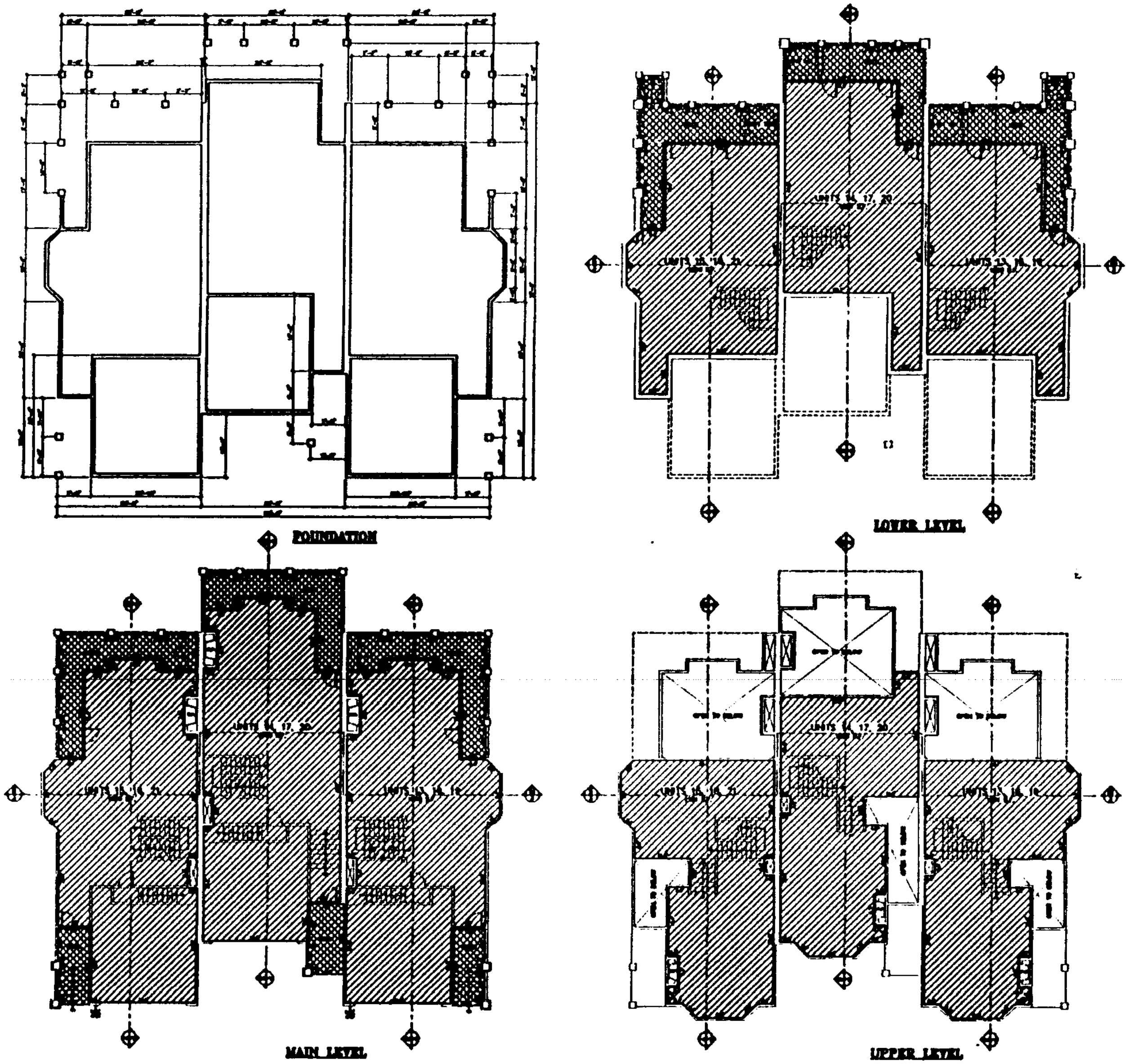
PARK CITY
PLANNING DEPT.



UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
UPPER LEVEL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
MAIN LEVEL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
LOWER LEVEL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

COMMON AREAS AND FACILITIES OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON AREAS AND FACILITIES OWNERSHIP

10 0 10 20 FEET

RECORD OF SURVEY MAP

BELLEARBOR at DEER VALLEY

A UTAH CONDOMINIUM PROJECT

SHEET 2 OF 3

RECORDED

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

______ FEE ______ RECORDER

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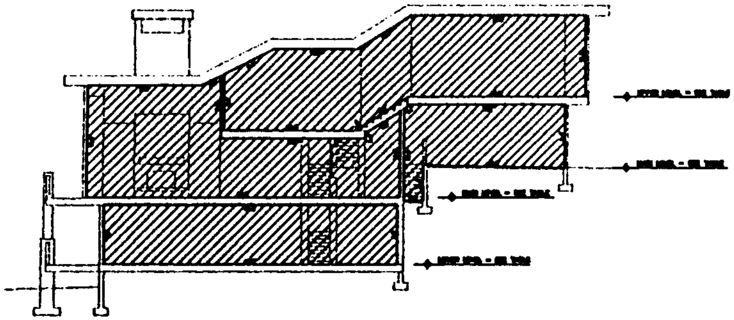
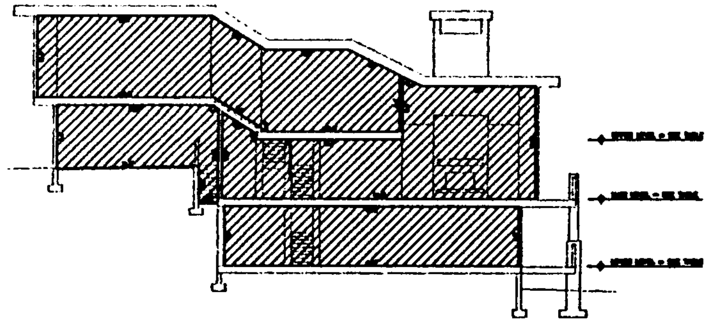
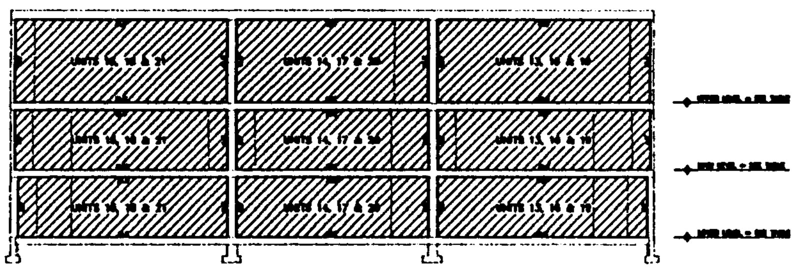
JUL 12 2000
PARK CITY
PLANNING DEPT.



SECTION A-A1
UNITS 15, 18, & 21



SECTIONS B-B1 & C-C1
UNITS 13, 14, 16, 17, 19 & 20



SECTION D-D1
ALL UNITS

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	13	14	15	16	17	18	19	20	21
UPPER LEVEL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
MAIN LEVEL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
LOWER LEVEL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

0 10 FEET

COMMON AREAS AND FACILITIES OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON AREAS AND FACILITIES OWNERSHIP

RECORD OF SURVEY MAP

BELLEARBOR at DEER VALLEY

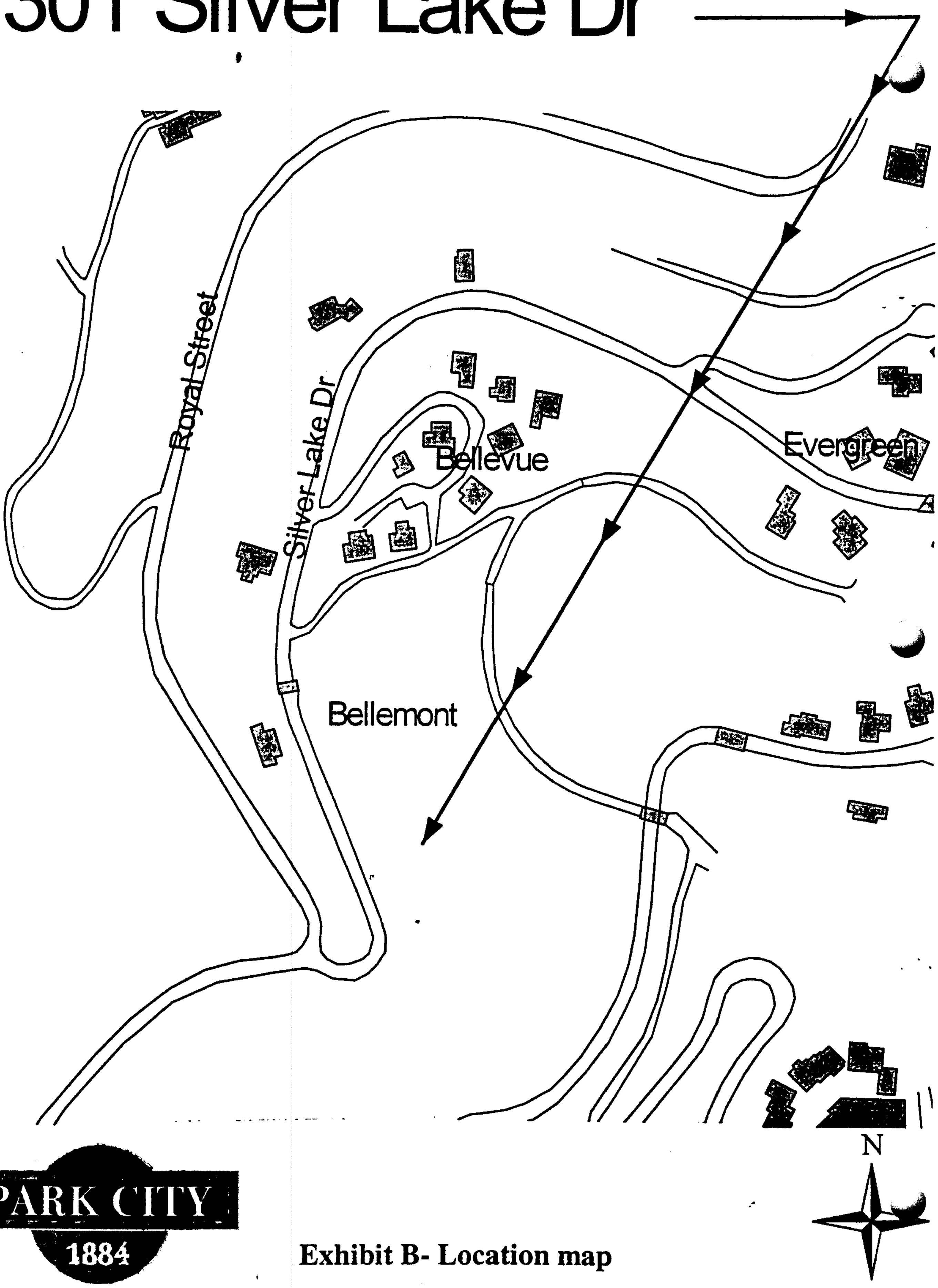
A UTAH CONDOMINIUM PROJECT

SHEET 3 OF 3

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

40

7301 Silver Lake Dr



PARK CITY
1884

Exhibit B- Location map

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of project approval.

2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 9, Architectural Review); Uniform Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.

3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.

4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.

5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Community Development Department, Planning Commission, or Historic District Commission prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit, must be specifically requested and approved by the Community Development Department, Planning Commission and/or Historic District Commission in writing prior to execution.

6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Community Development Department. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.

7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Community Development Department prior to issuance of a footing and foundation permit. This survey shall be used to assist the Community Development Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Community Development Department, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of

disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.

9. Any removal of existing building materials or features on historic buildings, shall be approved and coordinated by the Planning Department prior to removal.

10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.

11. Final landscape plans, when required, shall be reviewed and approved by the Community Development Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.

12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the Community Development Department, posted prior to occupancy.

13. The Snyderville Basin Sewer Improvement District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Sewer Improvement District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14. The planning and infrastructure review and approval is transferrable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.

15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.

16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.

17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Community Development Department. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.

Ordinance No. 00-

AN ORDINANCE APPROVING A FINAL RECORD OF SURVEY FOR 12 DETACHED UNITS AND 9 ATTACHED UNITS AT BELLEARBOR, LOCATED AT NORTH SILVER LAKE AT DEER VALLEY, PARK CITY, UTAH

WHEREAS, the owners, Bellearbor, L.P. a Utah Corporation, of the property at North Silver Lake Subdivision, Park City, Utah and to be known as Bellearbor Subdivision at North Silver Lake, have petitioned the City Council for approval of final Record of Survey; and

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

WHEREAS, on September 27, 2000 the Planning Commission held a public hearing to receive public input on the proposed final Record of Survey and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, a financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

WHEREAS, the proposed final Record of Survey allows the owner to sell ownership interests to other parties;

WHEREAS, it is in the best interest of Park City, Utah to approve the final Record of Survey;

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.

1. The property is within the Residential Development District Zone.

2. The plat configuration is consistent with the Planning Commission approval of the North Silver Lake MPD and the Deer Valley 7th Amended MPD, April 1993.

3. A financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

4. The proposed plat changes the type of ownership of this property to condominium ownership.

5. Access to a public street is necessary per Subdivision regulations

6. The applicant stipulates to all conditions of approval

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned subdivision plat and that neither the public nor any person will be materially injured by the proposed subdivision plat.

1. The plat is in substantial compliance with the Park City Land Management Code and applicable State law regarding condominium plats.

2. Neither the public nor any person will be materially injured by approval of the plat, subject to the conditions of approval. The plat does not adversely affect the health, safety and welfare of the citizens of Park City.

3. There is good cause for the plat.

SECTION 3. PLAT APPROVAL. The subdivision plat, known as the Bellearbor Subdivision at North Silver Lake, is hereby approved as shown on Exhibit A, with the following conditions:

1. The City Attorney and City Engineer's review and approval of the final form and content of the plat and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recording the plat.

2. All conditions of approval, including conditions of approval for BelleArbor at North Silver Lake Deer Valley MPD, continue to apply.

3. All standard project conditions shall apply (Exhibit C).

4. A financial guarantee, for the value of all public improvements to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.

5. The final record of survey shall be recorded at the County within one year from the date of City Council approval. If recordation has not occurred within the one year time, this approval and the plat shall be considered void.

6. The applicant shall demonstrate that all units in the project have access to a public street.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 12th day of October, 2000

PARK CITY MUNICIPAL CORPORATION

____
Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

PARK CITY 1884

DATE: October 6, 2000
DEPARTMENT: Community Development Department
AUTHOR: Paul Lammers
TITLE: Environmental Grants
TYPE OF ITEM: Request for Council Approval/ Authorization

SUMMARY RECOMMENDATIONS: Authorize staff to execute and accept two federal grant agreements ($65,500 and $20,000) to help fund environmental work in Park City, and authorize a local match of $20,476.

DESCRIPTION:

A. **Topic:** Staff has identified two funding sources from the US Environmental Protection Agency to defray some of the costs Park City will incur to address environmental issues.

B. **Background:** The Utah Department of Environmental Quality (UDEQ) has determined that the two streams which drain the watershed around Park City do not meet current Water Quality Standards. Both Silver Creek and East Canyon Creek (also known as McLeod Creek) are on the Clean Water Act 303(d) list of " impaired waters" that require restoration.

UDEQ conducted a study of the East Canyon drainage that identified phosphorus as the pollutant of concern. Storm water run-off from construction sites, roads, ski runs, golf courses, parking lots, suburban-type lawns and other sources were cited as significant sources of impairment to the watershed. UDEQ recommends development of a comprehensive storm water management plan for the entire watershed to reduce these types of non-point source pollution. UDEQ suggests a plan that identifies all sources of pollution, requires public outreach / education, and implements measures to enforce Best Management Practices (BMPs) to control storm water run-off. At the present time UDEQ is only recommending suggested changes. However, UDEQ recommendations could become mandates if water quality has not improved by the time UDEQ conducts a follow-up study four years from now .

Silver Creek is the subject of its own, separate Watershed Investigation. US EPA has organized the Upper Silver Creek Watershed Stakeholders Group to investigate the impacts of historic mining practices on surface water, ground water, and soils in the area. Metals are the pollutants of concern. A special sub-committee of the Stakeholders Group will also be formed to review and assess the Park City Soils Ordinance. Environmental regulators are also working with Park City to monitor the City's drinking water system.

C. **Analysis:** Park City's environmental plate is full. As an historic silver-mining town, Park

City has inherited a complex environmental legacy. In addition, rapid growth and development in the watershed in and around the Park City area have created environmental problems faced by urban areas everywhere.

Clean Water Act Grant: With Council's approval, staff applied to the US EPA to determine if federal funding was available to help defray some of the costs of addressing local environmental concerns of State and Federal regulators. As a result, Park City is now being offered a grant of $65,500 from US EPA to implement the ***Park City Clean Creeks Initiative***. This initiative (proposed by Park City) would implement the recommendations of the UDEQ East Canyon Creek Study before the recommendations become requirements. The grant monies would be used to develop a comprehensive storm water management plan for the entire watershed around Park City. Park City would develop the plan in close cooperation with the County. (Summit County has been offered its own grant to participate in the process.) Environmental consultants would assist the City and the County with preparing the plan. The grant monies will also be spent for public education about non-point source pollution, community out-reach, implementation of new Best Management Practices requirements, and increased enforcement of erosion controls and construction mitigation requirements in the field. As envisioned, the ***Park City Clean Creeks Initiative*** would be a pro-active environmental program designed to keep the City ahead of regulatory mandates and requirements.

A local match of $20,476 will be made to acquire the federal funds. Park City will meet its local match obligations in the form of City labor/staff time as well as through reproduction and mailing costs associated with the initiative. The monies for the Park City local match are already budgeted and available in the personnel and administrative funds for the Building Inspection Department.

Cooperative Agreement: Since the very beginning of the Silver Creek Watershed Investigation, staff has repeatedly requested US EPA to identify funding sources to assist Park City with expenses. US EPA is now offering Park City $20,000 from the Superfund Program through a cooperative agreement between US EPA and Park City. The monies are being offered to help the City participate in "site investigation" activities during the 2000-2001 cycle of the Watershed Investigation. In particular, these monies can be used to cover some of the City's personnel expenses associated with participating in the Upper Silver Creek Watershed Investigation.

D. Department Review: This matter has been reviewed by the Administrative, Community Development, Capital Management & Budget, and Legal Departments of Park City.

ALTERNATIVES:

A. Approve the Request: By approving the request for the Clean Water Act Grant, Park City will receive $65,000 in federal funds to assist with the development of a Comprehensive Stormwater Management Plan. By approving the request for the Superfund Cooperative Agreement, Park City will receive $20,000 to partially fund the City's continued cooperation with the Silver Creek Watershed Investigation.

B. Deny the Request: By denying the request for the Clean Water Act Grant, Park City will likely wait for the recommendations of the UDEQ East Canyon Creek Study to become regulatory mandates. It is staff's assessment that such mandates for storm water management controls will be forthcoming in the next 3-5 years. By denying the request for the Superfund Cooperative Agreement, Park City will be foregoing an offer to help fund watershed investigation activities in which the City is already engaged.

C. **Continue the Item:** This item can be continued for a short period of time (1-2 weeks) for further consideration without jeopardizing the grant offers. However, the funds will not remain available indefinitely.

D. **Do Nothing:** See analysis above for "Deny the Request".

SIGNIFICANT IMPACTS: As a result of the East Canyon Creek Study, UDEQ has laid the ground work for the implementation of increased stormwater management controls in our area. Park City has already voluntarily implemented a number of controls over the years without any regulatory mandates. It should be noted that by accepting the grant monies and initiating a new comprehensive storm water management plan, Park City may be required to change some local practices and accept even more regulatory and enforcement responsibilities sooner than otherwise would be required at this time. These increased responsibilities will impact the Building Inspection Department and continue to be a City responsibility after the grant monies are spent. By accepting the money and implementing a new plan Park City may be making a committment which leads to permanent increased storm water management responsibilities. However, it is staff's assessment that increased regulatory and enforcement responsibilities are on the near-term horizon for Park City regardless of whether or not Park City decides to accept federal funding for the ***Park City Clean Creeks Initiative*** at this time. The $65,000 Clean Water Act Grant will enable the City to remain ahead of the regulatory curve.

As for the $20,000 available through the Cooperative Agreement under Superfund, the Watershed Investigation will continue regardless of Park City's participation. The money from this fund may be used by Park City to pay personnel costs associated with the Watershed Investigation. Park City's involvement is time consuming and staff intensive. By staying involved in the process Park City can help direct the efforts of the investigation to focus on local needs and concerns. Accepting the offered funds will subsidize Park City's continued involvement in the process.

As with all federal funding, certain strings are attached to grant monies. These strings include required compliance with the Code of Federal Regulations, management and reporting requirements to EPA, minority and disabled business enterprise requirements, and the use of recycled paper for all reports. Staff has assessed the applicable regulations and management requirements associated with each funding opportunity and has determined from a cost-benefit analysis that these funds will provide an overall benefit to the City.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Park City can refuse to accept federal assistance for its involvement in environmental issues and continue to pay 100% of its expenses. The on-going environmental investigations and on-coming regulatory responsibilities will continue to impact the staff and resources of several departments within the City.

RECOMMENDATION: Authorize staff to execute and accept both grant agreements with US EPA.

RECIPIENT COPY

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

ASSISTANCE ID NO.			
PRG	DOC ID	AMEND#	DATE OF AWARD
CP -	98826901	- 0	AUG 3 1 2000
TYPE OF ACTION: New			MAILING DATE: SEP - 8 2000
PAYMENT METHOD: Reimbursement			ACH#

RECIPIENT TYPE:
Municipal

Send Payment Request to:
R8 Finance Office, 8TMS-F

RECIPIENT:
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060
EIN: 87-6000260

PAYEE:
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Paul Lammers 445 Marsac Avenue Park City, UT 84060 **E-Mail:** **Phone:** 435-615-5112	Jim Christiansen 999 18th Street, Suite 500, 8EPR-SR Denver, CO 80202-2466 **E-Mail:** Christiansen.Jim@EPA.gov **Phone:** 303-312-6748	Tempa Graves Grants, Audit & Procurement, 8TMS-G **E-Mail:** Graves.Tempa@EPA.gov **Phone:** 303-312-6368

PROJECT TITLE AND DESCRIPTION
Park City Clean Creeks Initiative.
Develop a comprehensive storm water management plan to reduce discharges of polluted storm water runoff to the impaired streams of East Canyon Creek, Silver Creek, and their tributaries in the watershed around Park City in Summit County, UT.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
10/01/2000 - 09/30/2001	10/01/2000 - 09/30/2001	$85,976.00	$85,976.00

NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.

OFFER AND ACCEPTANCE

The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the Park City Municipal Corporation **for** 76.00 **% of all approved costs incurred up to and not exceeding** $65,500 **for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed** 08/09/2000 **included herein by reference.**

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
Environmental Protection Agency, Region 8 999 18th Street, Suite 500 Denver, CO 80202-2466	U.S. EPA, Region 8 999 18th Street, Suite 500 Denver, CO 80202-2466

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL	TYPED NAME AND TITLE	DATE
	Wayne Anthofer, Director	AUG 3 1 2000

This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	TYPED NAME AND TITLE	DATE
	Paul Lammers, Environmental Specialist	

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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 65,500	$ 65,500
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$ 20,476	$ 20,476
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$	$ 0
Allowable Project Cost	$ 0	$ 85,976	$ 85,976

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.463 - NPDES Related State Program Grants	Clean Water Act Section 104(b)(3)	40 CFR PART 31

Fiscal

Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	LGR093	00	E1	08L5	20201B02	4141	-	-	65,500
									65,500

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Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$50,750
2. Fringe Benefits	$0
3. Travel	$0
4. Equipment	$0
5. Supplies	$0
6. Contractual	$25,000
7. Construction	$0
8. Other	$10,226
9. Total Direct Charges	$85,976
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 24.00 % Federal 76.00 %.)	$85,976
12. Total Approved Assistance Amount	$65,500
13. Program Income	$0

Administrative Conditions

1. The recipient will comply with the following: (1) all applicable provisions of 40 CFR Parts 29, 31, 34, and 35 (if applicable), OMB Circulars A-87, A-102, and A-133 and (2) any terms and conditions set forth in this assistance agreement or any assistance agreement.

2. The Project Work Plan is the work plan for this award. Performance will be evaluated consistent with the Policy on Performance Based Assistance dated May 31, 1985.

3. The recipient agrees to ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

4. Pursuant to EPA Order 1000.25, dated January 24, 1990, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to the Agency. This requirement does not apply to Standard Forms. These forms are printed on recycled paper as available through the General Services Administration.

5. The recipient must submit an annual Financial Status Report within 90 days after the grant year, and must submit a final report within 90 days after the expiration or termination of grant support in accordance with 40 CFR Part 31.41(b).

6. Your assistance agreement may produce electronic date-sensitive data or systems that use such data. Any information technology purchased, produced, submitted or exchanged under this agreement must be capable of processing date data according to EPA's Data Standard for Representation of Calendar Dates (EPA Directive 2100, IRM Policy Manual, Chapter 5, Data Standards) on the EPA website at http://www.epa.gov/irmpoli8/polman/chaptr05.htm#calendar. Information technology acquired under this agreement should be consistent with the technical Year 2000 requirements as described in the Federal Acquisition Regulation 39.002. This information is located on the GSA website at http://www.arnet.gov/far/97-05/html/39.html.

7. In accordance with EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance programs, the recipient agrees to:

(a) Accept the applicable FY 1999 or 2000 "fair share" goals negotiated with EPA by the Utah Department of Environmental Quality as follows:

	MBE	WBE
Construction	4.0%	2.0%
Supplies	0.25%	0.25%
Services	0.5%	0.5%
Equipment	0.25%	0.25%

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If the recipient does not want to rely on the applicable State's MBE/WBE goals, the recipient agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair share" objectives must be submitted to Maurice Velasquez within 30 days of award and approved by EPA no later than 30 days thereafter.

(b) Ensure to the fullest extent possible that at least the FY1999/2000 "fair share" objective of Federal funds for prime contractors or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.

(c) Include in bid documents "fair share" objectives of 1999/2000 fair share percentage [see a) above] and require all of its prime contractors to include in their bid documents for subcontracts the negotiated fair share percentages.

(d) Follow the six affirmative steps stated in 40 CFR 30.44(b) 40 CFR 31.36(e), 35.3145(d), or 35.6580, as appropriate.

(e) For assistance awards for continuing environmental programs and assistance awards with institutions of higher education, hospitals and other non-profit organizations, submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" to the EPA Award Official by October 30 of each year. Other program reports must be submitted to the award official within 30 days of the end of the Federal fiscal quarter (January 30, April, July 30 and October 30).

(f) In the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBEs, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective.

Programmatic Conditions

1. The recipient must submit a quarterly Performance/Progress Report within 30 days after the reporting period, and a final report within 90 days after the expiration or termination of grant support in accordance with 40 CFR Part 31.40(b)(1), and shall contain information in accordance with 40 CFR Part 31.41(b)(2).

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RECIPIENT COPY

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

ASSISTANCE ID NO.			DATE OF AWARD
PRG	DOC ID	AMEND#	SEP 21 2000
V -	98841001	- 0	MAILING DATE SEP 28 2000
TYPE OF ACTION New			
PAYMENT METHOD: Reimbursement			ACH#

RECIPIENT TYPE:
Municipal

Send Payment Request to:
R8 Finance Office, 8TMS-F

RECIPIENT:
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060
EIN: 87-6000260

PAYEE:
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Paul Lammers 445 Marsac Avenue Park City, UT 84060 **E-Mail:** **Phone:** 435-615-5112	Jim Christiansen 999 18th Street, Suite 300 Denver, CO 80202-2466 **E-Mail:** Christiansen.Jim@EPA.gov **Phone:** 303-312-6748	Beverly Goodsell **E-Mail:** Goodsell.Beverly@EPA.gov **Phone:** 303-312-6507

PROJECT TITLE AND DESCRIPTION
Superfund Site Assessment Cooperative Agreement

This is for Park City to conduct site assessments on about 12 non-NPL sites in the immediate vicinity.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
09/25/2000 - 09/25/2001	09/25/2000 - 09/25/2001	$20,000.00	$20,000.00

NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.

OFFER AND ACCEPTANCE

The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the Park City Municipal Corporation for 100.00 % of all approved costs incurred up to and not exceeding $20,000 for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed 09/14/2000 included herein by reference.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
Environmental Protection Agency, Region 8 999 18th Street, Suite 300 Denver, CO 80202-2466	U.S. EPA, Region 8 999 18th Street, Suite 300 Denver, CO 80202-2466

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL	TYPED NAME AND TITLE	DATE
	Wayne Anthofer, Director	SEP 21 2000

This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	TYPED NAME AND TITLE	DATE
	Paul Lammers, Environmental Specialist	

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MUNICIPAL CORP

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 20,000	$ 20
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$	$ 0
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$	$ 0
Allowable Project Cost	$ 0	$ 20,000	$ 20,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Hazardous Substances Response Trust Fund	CERCLA: Sec. 104	40 CFR PTS 31 & 35 SUBPT O

Fiscal

Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
PARK CITY	LPO167	2000	T	8ALOP	50102D	41.85	0800TA00	C087	20,000
									20,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$20,000
2. Fringe Benefits	$0
3. Travel	$0
4. Equipment	$0
5. Supplies	$0
6. Contractual	$0
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$20,000
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$20,000
12. Total Approved Assistance Amount	$20,000
13. Program Income	$0

Administrative Conditions

1. The recipient will comply with the following: (1) all applicable provisions of 40 CFR Part 29, 31, 32, 34, an 35) (if applicable) OMB Circulars A-87, A-102, and A-133 and (2) any terms and conditions set forth in this assistance agreement or any assistance amendments.

2.
The recipient agrees to ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

3.
Pursuant to EPA Order 1000.25, dated January 24, 1990, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to the Agency. This requirement does not apply to Standard Forms. These forms are printed on recycled paper as available through the General Services Administration.

4. The recipient must submit an annual Financial Status Report within 90 days after the grant year, and must submit a final report within 90 days after the expiration or termination of grant support in accordance with 40 CFR Part 31.41(b).

5.
Your assistance agreement may produce electronic date-sensitive data or systems that use such data. Any information technology purchased, produced, submitted or exchanged under this agreement must be capable of processing date data according to EPA's Data Standard for Representation of Calendar Dates (EPA Directive 2100, IRM Policy Manual, Chapter 5, Data Standards) on the EPA website at http://www.epa.gov/irmpoli8/polman/chaptr05.htm#calendar. Information technology acquired under this agreement should be consistent with the technical Year 2000 requirements as described in the Federal Acquisition Regulation 39.002. This information is located on the GSA website at http://www.arnet.gov/far/97-05/html/39.html

6.
In accordance with EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance programs, the recipient agrees to:

(a) Accept the applicable FY 1999 or 2000 "fair share" goals negotiated with EPA by the Utah Department of Environmental Quality as follows:

	MBE	WBE
Construction	4.0%	2.0%
Supplies	0.25%	0.25%
Services	0.5%	0.5%
Equipment	0.25%	0.25%

If the recipient does not want to rely on the applicable State's MBE/WBE goals, the recipient agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair share" objectives must be submitted to Maurice Velasquez within 30 days of award and approved by EPA no later than 30 days thereafter.

(b) Ensure to the fullest extent possible that at least the FY1999/2000 "fair share" objective of

Federal funds for prime contractors or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.

(c) Include in bid documents "fair share" objectives of 1999/2000 fair share percentage [see a) above] and require all of its prime contractors to include in their bid documents for subcontracts the negotiated fair share percentages.

(d) Follow the six affirmative steps stated in 40 CFR 30.44(b) 40 CFR 31.36(e), 35.3145(d), or 35.6580, as appropriate.

(e) For assistance awards for continuing environmental programs and assistance awards with institutions of higher education, hospitals and other non-profit organizations, submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" to the EPA Award Official by October 30 of each year. Other program reports must be submitted to the award official within 30 days of the end of the Federal fiscal quarter (January 30, April, July 30 and October 30).

(f) In the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBEs, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective.

7. QUARTERLY REPORTS

The recipient is required to submit quarterly reports to Beverly Goodsell at EPA . The reports should document incremental progress at achieving the project goals and milestones. These quarterly reports must be submitted in accordance with 40 CFR Part 35.6650.

PARK CITY
1884

CITY COUNCIL REPORT

DATE: October 12, 2000
DEPARTMENT: Planning Department
AUTHOR: Jonathan Weidenhamer
TITLE: 1500 Kearns Boulevard (Adolph's Restaurant)
TYPE OF ITEM: Appeal

<u>SUMMARY RECOMMENDATIONS:</u> Staff requests that the City Council adopt the enclosed findings and conclusions which memorialize Council's decision on September 14, 2000 to grant the appeal.

DESCRIPTION:

A. <u>Topic.</u>

Project Name:	Ratification of Findings of Facts, Conclusions of Law, and Conditions of Approval to grant an Appeal of a Planning Commission Decision.
Applicant:	Adolph Imboden, Adolph's Restaurant
Location:	1500 Kearns Boulevard
Zoning:	General Commercial District (GC)
Adjacent Land Uses:	Commercial

At its regular meeting on June 28, 2000 the Planning Commission voted to deny this application. The applicant appealed this decision to the City Council. At their regular meeting on September 14, 2000, the Council approved a motion to grant the applicant's appeal.

The following Findings, Conclusions and Conditions were drafted to reflect the City Council's approval of the amendment to remove a condition of approval from a previously approved Conditional Use Permit which would allow the enclosure of the existing roof overhang, at 1500 Kearns Boulevard:

<u>Findings of Fact:</u>

1. At its regular meeting on June 28, 2000, the Planning Commission voted to deny this application. The applicant appealed this decision to the City Council, and the Council

reviewed this matter de novo and conducted a site-visit on September 14, 2000.

2. Adolphs Restaurant is within the General Commercial Zone and is a Non-Complying Structure.
3. The south facade, roof overhang, and deck of Building D, 1500 Kearns Boulevard are located within the first 30 feet of the Frontage Protection Zone.
4. The Frontage Protection Zone establishes that construction can not take place within 30 feet of the Kearns Boulevard right-of-way.
5. The Frontage Protection Zone establishes that any construction between 30 and 100 feet from the nearest right-of-way requires a conditional use permit.
6. The proposed changes will add an approximately 200 square feet of additional commercial square footage to the existing building.
7. A Conditional Use Permit was approved on November 4, 1998 to allow the construction of a "patio screen fence" on the existing, non-conforming deck. A condition of approval is, "The deck shall remain open and shall not be enclosed by a roof or any other structure." The proposed enclosure does not violate this condition of approval.
8. A roof eave overhang and cement post currently exist outside the existing building envelope at the location of the proposed construction.
9. The proposed construction is not an expansion into the Frontage Protection Zone because the area was within the building's roof eaveline at the time of its original approval.
10. The proposed construction will not increase the degree of non-compliance with the Frontage Protection Zone because the proposed changes are rendered barely noticeable due to their proximity to the corner of the building, the size of the area in question, the compatibility to the existing architecture, and the fact that other existing improvements in the Frontage Protection Zone shield this proposal from the highway sight-line, including the sign, deck, landscaping, and glass bar area (middle punch out).
11. The proposed construction will consist of filling in of the existing roof overhang on the southwest corner of the building with glazing.

Conclusions of Law:

1. The application complies with all requirements of Section 15-1-10, Standards for Review for a Conditional Use Permit, of the Land Management Code.
2. The proposed construction will not violate the Frontage Protection Zone or the Park City General Plan.
3. The application complies with Section 15-9-6(A) of the Land Management Code.

Conditions of Approval:

1. A building permit is necessary prior to any construction.
2. This approval shall expire on September 28, 2001 if a building permit has not been issued.
3. The final building plans and construction details shall reflect substantial compliance with the plans reviewed by the City Council on September 14, 2000. Any changes, modifications, or deviations from the approved design shall be reviewed and approved by the Planning Commission prior to their construction as an amendment to the CUP.
4. Any future change must be reviewed according to the Code in effect at the time of application. This approval is based upon the unique findings herein and in no way creates

a precedent for the rest of the roof overhang or like structures. The City expressly reserves the right to approve or deny any proposed further expansion of any type to this facade, in accordance with the Code in effect at the time of application.

5. All exterior lighting at 1500 Park Avenue shall be reviewed and approved by the Planning Department for compliance with the Land Management Code prior to issuance of final building permits.

EXHIBITS:

Exhibit A - Report from September 14, 2000 City Council Meeting

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PARK CITY
1884

CITY COUNCIL REPORT

DATE: September 14, 2000
DEPARTMENT: Planning Department
AUTHOR: Jonathan Weidenhamer
TITLE: 1500 Kearns Boulevard (Adolph's Restaurant)
TYPE OF ITEM: Appeal of Planning Commission Denial of a Modification to an Approved Conditional Use Permit

---

SUMMARY RECOMMENDATIONS: Staff requests that the City Council review the project within the context of the Appeal and Reconsideration Process, hold a public hearing, consider any public input and deny the proposed modification to an approved Conditional Use Permit to allow construction within the Frontage Protection Zone.

DESCRIPTION:

A. Topic.

Project Name:	Appeal of a Planning Commission Denial to Allow a Modification to a previously approved Conditional Use Permit to enclose an existing roof overhang within the Frontage Protection Zone
Applicant:	Adolph Imboden, Adolph's Restaurant
Location:	1500 Kearns Boulevard
Zoning:	General Commercial District (GC)
Adjacent Land Uses:	Commercial

B. Background.

Park Meadows Plaza, Building D (Adolphs), was approved by the Planning Commission on January 24, 1979 as part of the Park Meadows Plaza MPD. At that time the Land Management Code required all structures proposed to be located within 100 feet of the Highway 248 right-of-way be reviewed by the Planning Commission. The structure met all requirements at that time. The FPZ was adopted with the Sensitive Lands Ordinance in September 1992.

On November 4, 1998, the Planning Commission approved a Conditional Use Permit (CUP) to allow construction of a "patio screen fence" along the south western most edges of the existing deck of Building D. This fence is within the Frontage Protection Zone (FPZ). The applicant also received approval from the Board of Adjustment for an expansion of this non-conforming structure in the FPZ.

At this time, the applicant wishes to modify the existing CUP by removing a condition of approval which states, "The deck shall remain open and shall not be enclosed by a roof or any other structure". The applicant proposes to expand his building footprint and increase commercial square footage approximately 136 square feet by enclosing a portion of the existing ten foot roof overhang that extends over part of the existing deck.

At its regular meeting of June 28, 2000 the Planning Commission held a public hearing and voted to deny this application (see Exhibit I). The applicant has appealed this decision to the City Council. Council will hear this application/appeal *de novo*.

A site visit has been arranged during the work session of the Council meeting tonight.

C. Analysis.

The Land Management Code specifies the FPZ as the first 100 feet from certain public right-of-way lines. All construction in the setback between 30 to 100 feet from the nearest right-of-way is a conditional use. The Land Management Code also specifies that 0 - 30 feet from the right-of-way, in the Frontage Protection Zone, is a no build area. Staff's review of the Park Meadows Plaza survey showed both the existing building and deck, where the construction is proposed, are located within the first 30 feet of the Kearns Boulevard FPZ (see Exhibit D).

At the time of original approval, the building complied with all code requirements. The subsequent adoption of the FPZ applied new restrictions within the 100 foot setback from the right of way. Because the location of the proposed expansion and existing building and deck violate the 30 foot no build zone, Staff has determined that the proposed enclosure of the existing roof overhang would be an expansion of a non-conforming use. The LMC allows for repair, maintenance, alterations, and enlargement, but any non-complying structure may be repaired, maintained, altered, or enlarged provided that such enlargement shall neither create any new non-compliance nor increase the degree of existing non-compliance.

The proposed enclosure of the existing roof overhang would result in the addition of commercial square footage. Reference to further expansion was specifically noted in the minutes from the original CUP. Not only was a condition of approval crafted to prevent this, but many references were made throughout the original CUP approval process regarding the Commissions' desire to prevent construction and additional floor area in the FPZ (see Exhibits D&E). The Planning Commission denied this proposal at their June 28, 2000 meeting.

All construction within the Frontage Protection Zone, is subject to the Conditional Use review process, including design review. Listed below is Staff's analysis of the Conditional Use Permit Standards for Review.

1. <u>Size and location of the site:</u> The proposed construction will increase the footprint of the existing structure by approximately136 square feet. It would be located within the 30 foot no build zone as stipulated by the FPZ.

2. Traffic considerations: The increase in floor area will add additional traffic flow, the results of which are undetermined at this time.

3. Utility capacity: This standard is not applicable to the proposal.

4. Emergency vehicle access: This standard is not applicable to the proposal.

5. Location and amount of off-street parking: The proposed increase of floor area by 136 square feet would trigger the need for additional parking space(s). The existing parking associated with Park Meadows Plaza is required to meet principally daytime demand capacity. Adolph's is the only business which would place a demand on parking at night, of which there is an ample amount.

6. Internal circulation system: This standard would be addressed at the time of full building permit submittal.

7. Fencing, screening and landscaping to separate uses: The proposed construction will be in the 30' no build area as established by the FPZ. No additional landscaping/screening is proposed.

8. Building mass, bulk, orientation and the location on site, including orientation to adjacent buildings or lots: The proposed addition will increase the footprint of the building, enclose open space, violate the 30 foot no build setback, and otherwise compromise the intent of the FPZ, which was established to preserve view corridors, buffer areas, and allow for improvements of the highway.

9. Usable open space: This standard is not applicable to the proposal.

10. Signs and lighting: There are no additional signs or lighting included within the proposal to construct the fence.

11. Physical design and compatibility with surrounding structures in mass, scale and style: Although the expansion would be in the 30 foot no build zone, an existing roof overhang and cement post already exist. At this time building plans have not been submitted, however, by enclosing open space, the proposed construction would be physically obtrusive to the view corridor and buffer area along Kearns Boulevard.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people: There will be no additional noise, vibration, odors, steam, or other mechanical factors emitted by the proposed addition.

13. Control of delivery and service vehicles, loading and unloading zones, and screening of trash pick up areas: This standard is not applicable to the proposal.

14. Expected ownership and management of the property: This property is part of Park

Meadows Plaza commercial condominium project. If this project were to move forward, a review of the condominium plat would be necessary to determine whether an Amendment to the Record of Survey is necessary.

15. Architectural and Uniform Building Code review: The applicant will need to submit for a Building Permit to construct the addition. At this time, the applicant has not submitted plans for review.

16. Sensitive Lands Review: The proposed site for the addition is in not located within the Sensitive Lands Overlay Zone, and has no impact on lands that are environmentally sensitive.

D. Notice.

Notice of this hearing was sent to property owners within 300' on September 1, 2000. No formal comments have been filed at the time of this report.

ALTERNATIVES

A. Approve the amendment to the existing Conditional Use Permit, at 1500 Kearns Boulevard. Specific Findings of Fact, Conclusions of Law and Conditions of Approval would have to be created to allow this.

B. Deny the amendment to the Conditional Use Permit, preventing the construction of an addition in the FPZ.

C. The City Council may continue the hearing for more information and discussion.

RECOMMENDATION:

Staff recommends denial of the amendment to a previously approved Conditional Use Permit which would allow the enclosure of the existing roof overhang which sits within the Frontage Protection Zone, at 1500 Kearns Boulevard based on the following:

Findings of Fact:

1. The findings discussed in the Analysis section are incorporated herein.

2. Adolphs Restaurant is within the General Commercial Zone

3. The south facade, roof overhang, and deck of Building D, 1500 Kearns Boulevard are located within the first 30 feet of the Frontage Protection Zone.

4. The Frontage Protection Zone establishes that construction can not take place within 30 feet of the Kearns Boulevard right-of-way.

5. The proposed changes will add an approximately 136 square feet to the existing building envelope.

6. A Conditional Use Permit was approved on November 4, 1998 to allow the construction of a "patio screen fence" on the existing non-conforming deck. A condition of approval is, "The deck shall remain open and shall not be enclosed by a roof or any other structure."

7. The Frontage Protection Zone establishes that any construction between 30 and 100 feet from the nearest right-of-way requires a conditional use permit.

Conclusions of Law:

1. The application does not comply with all requirements of Section 15-1-10, Standards for Review for a Conditional Use Permit, of the Land Management Code.

2. The proposed construction does not comply with the conditions of approval for the existing Conditional Use Permit.

3. The use is not consistent with the Frontage Protection Zone and the Park City General Plan.

EXHIBITS:

Exhibit A - Location Map
Exhibit B - Photograph Elevation
Exhibit C - Applicant's request for appeal
Exhibit D - Survey of Park Meadows Plaza
Exhibit E - Proposed area of construction
Exhibit F - Minutes from 10/21/98 Planning Commission Meeting(work session & regular mtg.)
Exhibit G - Minutes from 11/4/98 Planning Commission Meeting(work session & regular mtg.)
Exhibit H- Planning Commission Report 6/28/00
Exhibit I - Minutes from 6/28/00 Planning Commission Meeting

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PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE:	**October 12, 2000**
DEPARTMENT:	**Planning**
AUTHOR:	**Brooks T. Robinson**
TITLE:	**Inn on Shadow Creek**
TYPE OF ITEM:	**Preliminary and Final Subdivision Plat (with a land exchange) and Request for a Zone Change from RD-MPD to RC-MPD**

SUMMARY RECOMMENDATIONS: City Council should conduct public hearings, consider any public input, and (1) consider approval of the preliminary and final subdivision plat including the approval of the land exchange as conditioned or amended and (2) consider approval of the zone change request as conditioned or amended.

DESCRIPTION

A. Topic

Owners	Fandango Resorts
Location	1541 Thaynes Canyon Drive
Zoning	Residential Development - Master Planned Development (RD-MPD) and Recreation Open Space (ROS) for the golf course parcel
Adjacent Land Uses	Park City Municipal Golf Course, Thaynes Canyon #2 residential
Reason for Review	Subdivisions and zone change requests require Planning Commission review and City Council approval.

B. Background

At its regular meeting of August 23, 2000 the Planning Commission held public hearings and forwarded positive recommendations on both the subdivision and the zone change applications.

On December 18, 1996, the Planning Commission approved a Master Planned Development then known as Island Outpost. A Development Agreement was approved by the City on July 30, 1997 that memorialized the MPD and set forth the terms and conditions of the project. The foundation for the main building of the project is under construction.

The project management and construction team has recently been restructured. Staff has met with the Fandango Resorts and Howa Construction as representatives of the project management team. The requests before the Council in this report are still acceptable to the owners.

The Shadow Creek development is on a metes and bounds parcel. As part of the MPD, a preliminary and final plat of subdivision are required to be reviewed by the Planning Commission at a public hearing. These two steps may be concurrently reviewed.

The previous representatives of this project, Timberlodge, has held meetings with Planning and Golf Course staff regarding a proposal to realign the east side of the project where the 21 cottages are proposed. The golf course is interested in having a better finish to the eighteenth hole and convenient access from the hole to the pro shop. Planning staff and the Planning Commission have been concerned about the visual impact of the cottages in the view corridor on State Route 224. The applicant wants to have a more marketable product that is around the pond and not on the highway. The practical way to accomplish all of these objectives is to exchange land between the City and the developer. Two parcels of approximately 0.9 acres would be exchanged. In addition, a third parcel where the parking garage expansion and driving range are located is being exchanged from the City to the developer. This parcel was anticipated being exchanged as part of the Development Agreement in consideration of having the golf cart storage and expanded parking for the course within the parking structure. The zoning for the parcels would need to be revised to allow for development on the current ROS golf course parcels. One lot of record will be created that would have the same zoning, either keeping the existing RD-MPD or, in granting the zone change, to RC-MPD.

In addition to the subdivision plat, the applicant is seeking to rezone the development parcels from RD-MPD to Recreation Commercial (RC)-MPD. The RD zone does not allow timeshares or other types of interval ownership. The developer will be requesting a quarter-share interval ownership for the project if the zoning is changed.

C. Analysis

Preliminary and Final Subdivision Plat

At this time, staff does not have any outstanding issues regarding the subdivision plat. The project and plat comply with all requisite Land Management Code and subdivision requirements. No building permits for the cottages can be issued until the plat is recorded.

Rezone of ROS to RC-MPD, RD-MPD to RC-MPD and RD-MPD to ROS

Concurrent with the land exchange and final subdivision plat, the exchanged parcels would need to be changed to the zoning of the golf course (ROS) and development parcels (currently RD-MPD). In as much as the applicant is proposing a timeshare ownership, the parcels that would be RD-MPD are proposed to change to RC-MPD.

In the recently adopted revisions to the Land Management Code, the Purpose of the RC zoning district is to:

- allow for Development of hotel and convention accommodations in close proximity to the major Recreation Facilities,

- allow for resort-related transient housing with appropriate supporting commercial and service activities,
- encourage the clustering of Development to preserve Open Space, minimize site disturbance and the impacts of Development, and minimize the cost of construction and municipal services,
- limit new Development from visible hillsides and sensitive view areas,
- provide opportunities for variation in architectural design and housing types,
- promote pedestrian connections within Developments and to adjacent areas,
- minimize architectural impacts of the automobile
- promote the Development of Buildings with designs that reflect traditional Park City patterns, character, and site designs,
- promote Park City's mountain and Historic character by designing projects that relate to the mining and Historic architectural heritage of the City, and
- promote the preservation and rehabilitation of Historic Buildings.

The RC zone promotes a denser pattern of development than the RD zone, allowing greater heights and smaller setbacks. The applicant has stipulated that the MPD Development Agreement will control building patterns and that no increase in density or substantive change in architecture will be proposed. A condition of approval for the subdivision and the rezone can also be crafted to this effect. The location of this project adjacent to the summer and winter use of the golf course and in close proximity to the Park City Mountain Resort and its general compliance with other aspects of the Purpose statement indicate that the RC zone would be appropriate for these parcels.

If the zone change is approved, the developer will apply for a Conditional Use Permit for timeshare (quarter share) ownership that is allowed in the RC zone. Financial analysis of sales and property tax generation has proved favorable for the City with the timeshare concept.

18th Green Relocation

As part of the land exchange, the 18th green (formerly the 9th green as stated in the Development Agreement) will be relocated. As the City does not have money budgeted for this project, the applicant has agreed to pay for the estimated $160,000 cost. A condition of approval is that a letter of credit or other financial guarantee is in place prior to recordation. The City may work out a settlement with the applicant to provide part of the earthwork to reduce this financial guarantee.

Phasing

The City has concerns about the progress of the construction. At a March 2000, meeting between staff and the developers, the PT slab (the concrete floor of building over the garage) was to be completed by June 1, 2000, with the Pro Shop being completed by August of this year. That has obviously not occurred. A Building Permit for the "shell" of the main building has been reviewed by the Building Department and released. It is imperative that the Driving Range is ready by April 1, 2001. The Pro Shop must be operational, whether in the temporary building or the permanent site, and parking available for both golf and cross country skiing. A Condition of Approval, (below) spells out these conditions:

Golf Course Driving Range

The driving range will be made available to the golf course operations by April 1, 2001. If it is not available for use by April 1, 2001, then the developer will pay a penalty of $600 per day until April 30, 2001. The penalty will escalate to $700 per day if not available starting May 1, 2001, and $800 per day after June 1, 2001 ongoing.

Golf Course Operations

The City will not release building permits for the individual cottage units until such time as the new permanent golf course operation facilities and associated parking are complete or the mutually agreed upon relocation of the temporary facilities with adequate available parking. This would exclude the building permit for the cottage designated as the sales office (the nearest cottage to the main hotel building), as this structure presents no impact to the operations or parking of the temporary golf course facility.

Because the permanent Pro Shop will not be available by this winter, the temporary Pro Shop will be needed for the winter operation by White Pine Touring. The operation of the cross country skiing concession with both the temporary Pro Shop and the ski track layout will prevent concurrent construction of the cottage units in the same area during the winter. Also, staff is reluctant to issue any building permits for the Cottages (other than the first to be used for a sales office) without substantial completion of the Inn building. A revised construction management plan is currently being worked on to ensure summer and winter access during construction of the cottages. The plan will include phasing of the construction.

Department Review

This project has gone through an interdepartmental review. At such time as a final plat is submitted, the City Engineer and City Attorney will review the plat as to form and compliance with the Land Management Code prior to recordation.

Notice

The property was posted and legal notice was also put in the Park Record. No public input regarding the plat or zone change has been received by the time of this report.

ALTERNATIVES

Preliminary and Final Subdivision Plat

A. The City Council may approve the preliminary and final plat and concurrently approve the land exchange, or

B. The City Council may deny the preliminary and final plat and concurrently deny the land exchange, or

C. The City Council may continue the discussion on the preliminary and final plat and land exchange.

Rezone

1. The City Council may approve the zone change request, or
2. The City Council may deny the zone change request, or
3. The City Council may continue the discussion on the zone change request.

SIGNIFICANT IMPACTS

There are no significant environmental or fiscal impacts with the subdivision or the rezone. A fiscal impact analysis on the timeshare proposal has been prepared by the Office of Capital Management and Budget. The property and sales tax revenue would be advantageous to the City with the timeshare proposal. An appraisal of the two parcels being exchanged between the City and the developer has been completed by The Appraisal Group. The two parcels are equal in value.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

A subdivision plat is required. Interval ownership would not be permitted in RD-MPD.

RECOMMENDATION FOR SUBDIVISION APPLICATION

Staff recommends that the City Council open the public hearing, consider any public input and consider staff's recommendation to approve the preliminary and final plat of subdivision based on the following:

Findings of Fact:

1. The discussion in the **Analysis** section is incorporated herein.
2. The development parcels are located at 1541 Thaynes Canyon Drive and are currently zoned RD-MPD and ROS (current golf course).
3. One lot of record will be created incorporating the exchanged parcels.
4. The Planning Commission held a public hearing at their regular meeting of August 23, 2000 and forwarded a positive recommendation to the City Council.
5. The developer has agreed to pay the approximate $160,000 cost of the relocation of the 18th green.

Conclusions of Law:

1. There is good cause for this subdivision.
2. The subdivision is consistent with the Park City Land Management Code, the General Plan and applicable State law regarding subdivision plats.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, 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 subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
2. The recordation of the subdivision plat is required prior to the issuance of building permits for the Cottages on the affected parcels.
3. A Construction Phasing and Management Plan, for both winter and summer activities, with a time line and financial penalties for failure to perform must be submitted in a form approved by the City prior to recordation of the plat. The Plan shall include:
   Golf Course Driving Range
   The driving range will be made available to the golf course operations by April 1, 2001. If it is not available for use by April 1, 2001, then the developer will pay a penalty of $600 per day until April 30, 2001. The penalty will escalate to $700 per day if not available starting May 1, 2001, and $800 per day after June 1, 2001 ongoing.
   Golf Course Operations
   The City will not release building permits for the individual cottage units until such time as the new permanent golf course operation facilities and associated parking are complete or the mutually agreed upon relocation of the temporary facilities with adequate available parking. This would exclude the building permit for the cottage designated as the sales office (the nearest cottage to the main hotel building), as this structure presents no impact to the operations or parking of the temporary golf course facility.
4. A Financial Guarantee in the amount of $160,000 for the reconstruction of the 18th green and in a form acceptable to the City must be posted prior to plat recordation.
5. The applicant will record the plat 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.
6. All other conditions of approval of the Golf Course Hotel MPD are in full force and effect.
7. Prior to plat recordation, the City Council must approve the deeds for the land exchange.

RECOMMENDATION FOR ZONE CHANGE APPLICATION

Staff recommends that the City Council open the public hearing, consider any public input and consider staff's recommendation to approve the zone change of the development parcels from ROS and RD-MPD to RC-MPD and the golf course parcel from RD-MPD to ROS based on the following:

Findings of Fact:

1. The Park City Municipal Golf Course is zoned ROS (Recreation Open Space) and the hotel site is zoned RD-MPD (Residential Development-Master Planned Development).

2. The land exchange, if approved by the previous action, will create development areas within the ROS zoning district that would prohibit the anticipated construction.
3. The Planning Commission held a public hearing at their regular meeting of August 23, 2000 and forwarded a positive recommendation to the City Council
4. The location and development of the Inn on Shadow Creek meet the Purpose statement of the RC (Recreation Commercial) zone.
5. The RC zone allows for interval ownership.
6. The developer has stipulated that the development parameters (e.g., height, setbacks) will not change from the current RD zoning requirements.

Conclusions of Law:

1. There is good cause for this zone change.
2. The zone change is consistent with the Park City Land Management Code and General Plan.
3. Neither the public nor any person will be materially injured by the proposed zone change.
4. Approval of the zone change, 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. A separate Conditional Use Permit application for interval ownership will be required, if interval ownership is desired.
2. The Development Agreement as amended and building parameters as previously approved remain in full force and effect.
3. This zone change is contingent upon the recordation of the plat approved concurrently herein.

EXHIBITS
Exhibit A - Parcel Map
Exhibit B - Proposed Subdivision Plat

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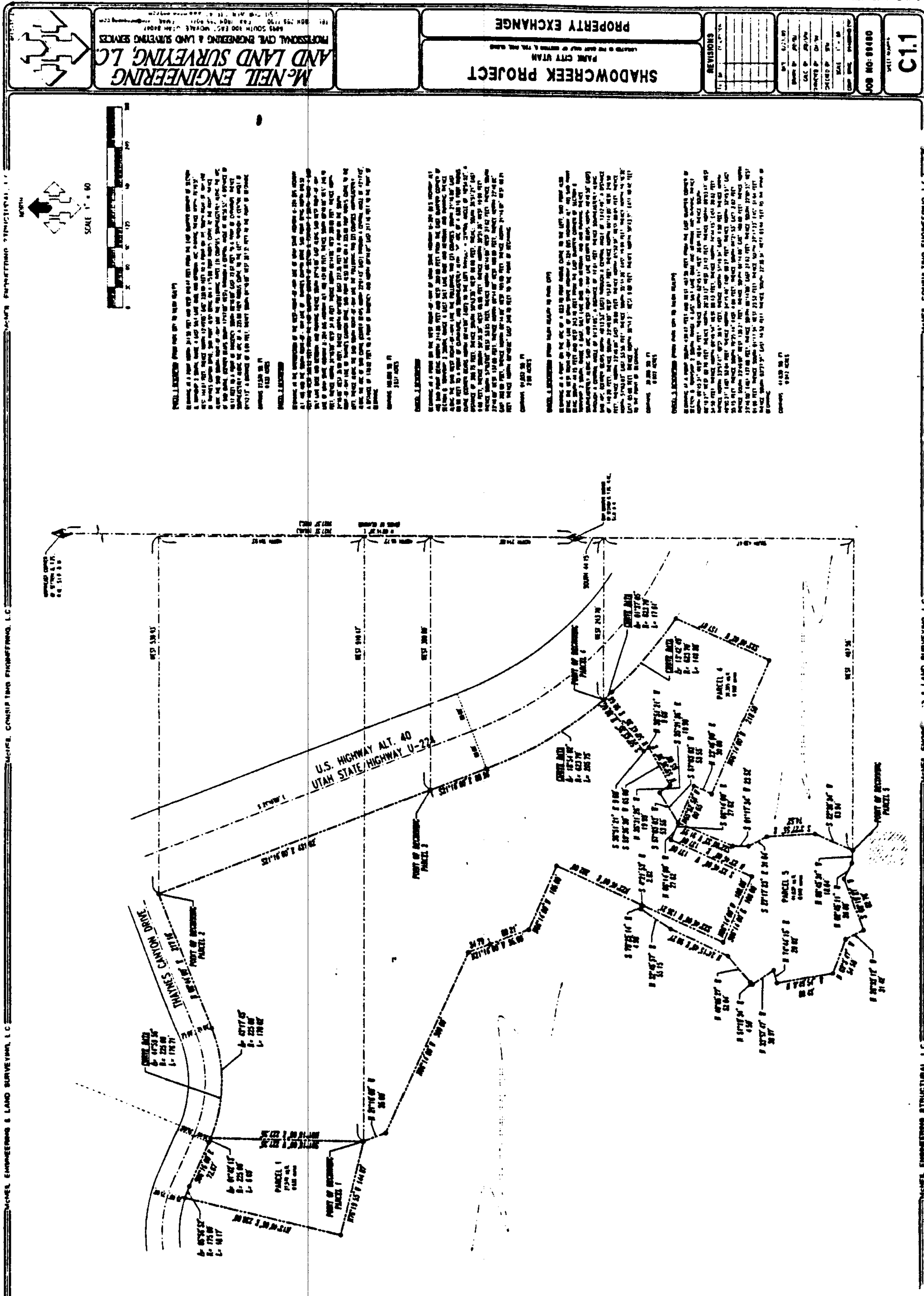
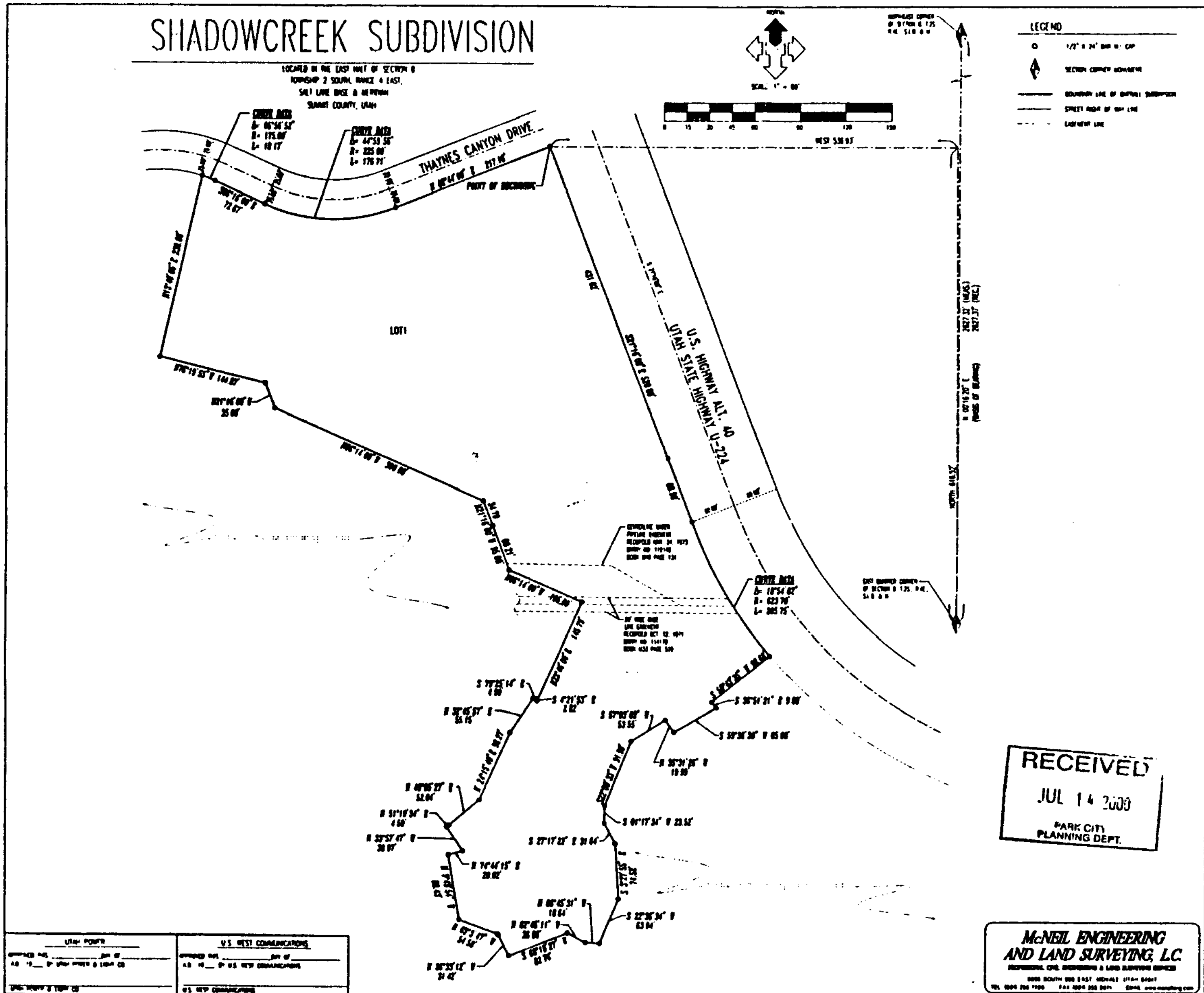


SHADOWCREEK PROJECT
PARK CITY UTAH
PROPERTY EXCHANGE
McNEIL ENGINEERING
AND LAND SURVEYING, L.C.
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
REVISIONS
C1.1
U.S. HIGHWAY ALT. 40
UTAH STATE HIGHWAY U-224
THAYNES CANYON DRIVE
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
POINT OF BEGINNING
CURVE DATA
SCALE 1" = 60
NORTH

75

EXHIBIT A



SURVEYOR'S CERTIFICATE

I, Scott F. McNeil do hereby certify that I am a Registered Professional Land Surveyor, and that I hold Certificate No. 150786, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below and have subdivided said tract of land into lots and streets hereafter to be known as

SHADOWCREEK SUBDIVISION

and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

DATE

SCOTT F. McNEIL, LS
LICENSE NO. 150786

OWNER'S DEDICATION

Know all men by these presents that___, the___undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

SHADOWCREEK SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
in witness whereby ______ have hereunto set ________________ this ______________ day of __________ A.D. 19___

ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.

On the _____ day of __________ A.D., 19___, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer( ) of the above Owner's dedication, _______ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES ________________

NOTARY PUBLIC

SHADOWCREEK SUBDIVISION

LOCATED IN THE EAST HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

UTAH POWER | U.S. WEST COMMUNICATIONS | SNYDERVILLE SEWER DISTRICT | QUESTAR GAS CO. | PLANNING COMMISSION | BOARD OF HEALTH | CITY ENGINEER'S CERTIFICATE | APPROVAL AS TO FORM | PARK CITY MAYOR'S APPROVAL | RECORDED #

76

EXHIBIT B

Ordinance No. 20-

AN ORDINANCE APPROVING A ONE LOT SUBDIVISION PLAT FOR 1541 THAYNES CANYON DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the metes and bounds parcel and the City, as owners of two parcels exchanged, located at 1541 Thaynes Canyon Drive have petitioned the City Council for approval of a final plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on August 23, 2000, to receive input on the proposed subdivision plat;

WHEREAS, the Planning Commission, on August 23, 2000, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 12, 2000, the City Council held a public hearing to receive input on the proposed subdivision plat; 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 Shadow Creek subdivision plat is hereby approved as shown in Exhibit A subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The discussion in the **Analysis** section is incorporated herein.
2. The development parcels are located at 1541 Thaynes Canyon Drive and are currently zoned RD-MPD and ROS (current golf course).
3. One lot of record will be created incorporating the exchanged parcels.
4. The Planning Commission held a public hearing at their regular meeting of August 23, 2000 and forwarded a positive recommendation to the City Council.
5. The developer has agreed to pay the approximate $160,000 cost of the relocation of the 18th green.

Conclusions of Law:

1. There is good cause for this subdivision.

2. The subdivision is consistent with the Park City Land Management Code, the General Plan and applicable State law regarding subdivision plats.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, 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 subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
2. The recordation of the subdivision plat is required prior to the issuance of building permits for the Cottages on the affected parcels.
3. A Construction Phasing and Management Plan, for both winter and summer activities, with a time line and financial penalties for failure to perform must be submitted in a form approved by the City prior to recordation of the plat. The Plan shall include:
   Golf Course Driving Range
   The driving range will be made available to the golf course operations by April 1, 2001. If it is not available for use by April 1, 2001, then the developer will pay a penalty of $600 per day until April 30, 2001. The penalty will escalate to $700 per day if not available starting May 1, 2001, and $800 per day after June 1, 2001 ongoing.
   Golf Course Operations
   The City will not release building permits for the individual cottage units until such time as the new permanent golf course operation facilities and associated parking are complete or the mutually agreed upon relocation of the temporary facilities with adequate available parking. This would exclude the building permit for the cottage designated as the sales office (the nearest cottage to the main hotel building), as this structure presents no impact to the operations or parking of the temporary golf course facility.
4. A Financial Guarantee in the amount of $160,000 for the reconstruction of the 18th green and in a form acceptable to the City must be posted prior to plat recordation.
5. The applicant will record the plat 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.
6. All other conditions of approval of the Golf Course Hotel MPD are in full force and effect.
7. Prior to plat recordation, the City Council must approve the deeds for the land exchange.

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

PASSED AND ADOPTED this 12th day of October, 2000 .

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch, MAYOR

ATTEST:

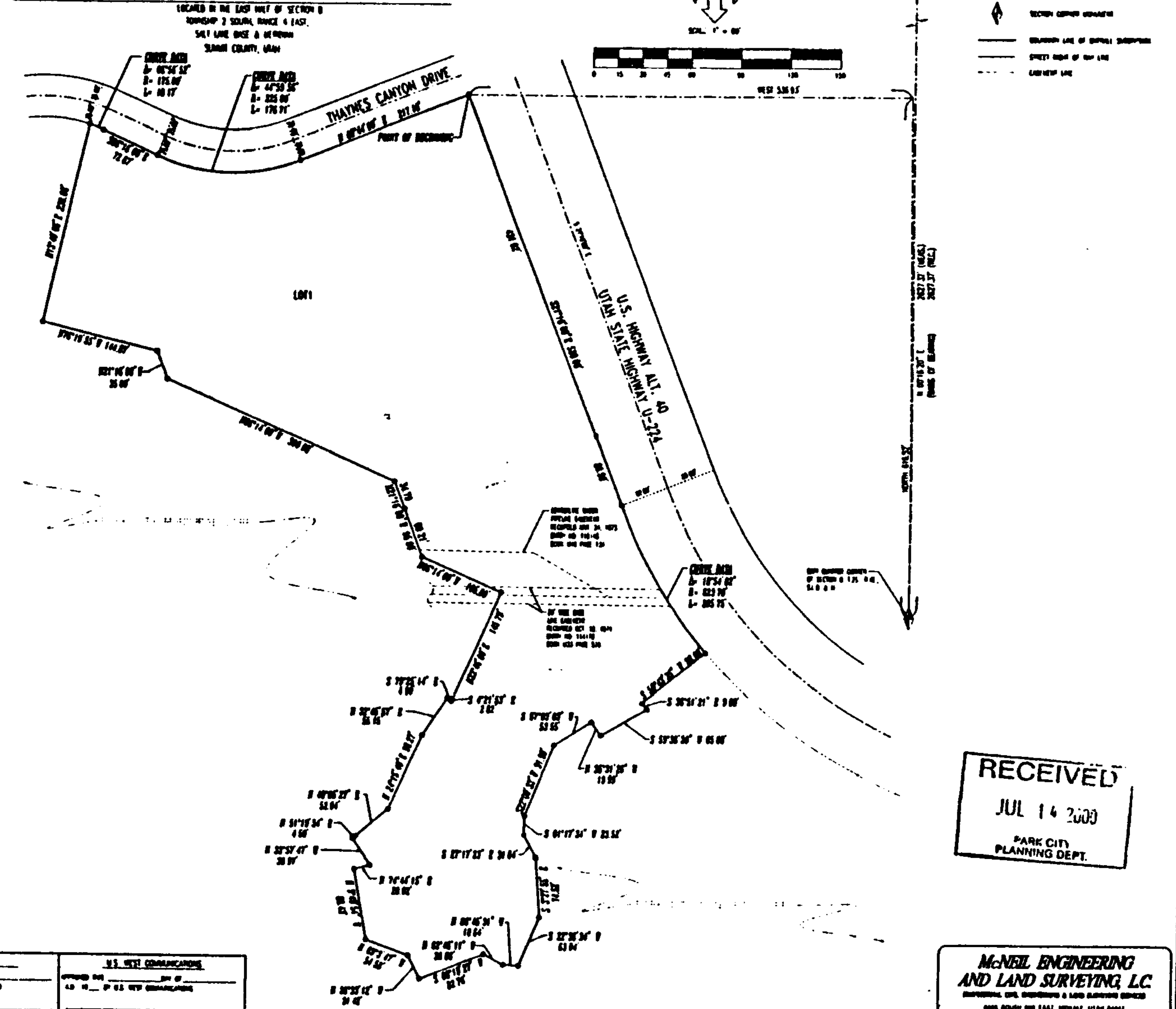
____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

SHADOWCREEK SUBDIVISION

LOCATED IN THE EAST HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



McNEIL ENGINEERING AND LAND SURVEYING, LC

SURVEYOR'S CERTIFICATE

I, Scott F. McNeil do hereby certify that I am a Registered Professional Land Surveyor, and that I hold Certificate No. 150786, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets hereafter to be known as

SHADOWCREEK SUBDIVISION

and that the same has been correctly surveyed and staked on the ground as shown on this plat

BOUNDARY DESCRIPTION

[illegible]

DATE

SCOTT F. McNEIL, L.S.
LICENSE NO. 150786

OWNER'S DEDICATION

Know all men by these presents that____, the___undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

SHADOWCREEK SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use
in witness whereby ______ have hereunto set ________________ this _____________ day of_________ A.D. 19___

ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake) SS

On the______day of ___________ A.D. 19____ personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer( ) of the above Owner's dedication, ______ in number, who duly acknowledged to me that_____ signed it freely and voluntarily and for the uses and purposes therein mentioned

MY COMMISSION EXPIRES __________________

NOTARY PUBLIC

SHADOWCREEK SUBDIVISION

LOCATED IN THE EAST HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

UTAH POWER	U.S. WEST COMMUNICATIONS						
SNYDERVILLE SEWER DISTRICT	QUESTAR GAS CO	PLANNING COMMISSION	BOARD OF HEALTH	CITY ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	PARK CITY MAYOR'S APPROVAL	RECORDED #

80

EXHIBIT A

Ordinance No. 20-

AN ORDINANCE APPROVING ZONE CHANGES TO RC-MPD AND ROS FOR 1541 THAYNES CANYON DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of Shadow Creek subdivision, a one lot subdivision, and the City, as owners of two parcels exchanged as part of the subdivision, located at 1541 Thaynes Canyon Drive have petitioned the City Council for approval of a zone change of the development parcel from Residential Development - Master Planned Development (RD-MPD) and Recreation Open Space (ROS), to RC-MPD, and a zone change of the golf course parcel from RD-MPD to ROS; 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 August 23, 2000, to receive input on the proposed zone changes;

WHEREAS, the Planning Commission, on August 23, 2000, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 12, 2000, the City Council held a public hearing to receive input on the proposed zone changes; and

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

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

SECTION 1. APPROVAL. The Shadow Creek zone changes are hereby approved as shown in Exhibit A subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The Park City Municipal Golf Course is zoned ROS (Recreation Open Space) and the hotel site is zoned RD-MPD (Residential Development-Master Planned Development).
2. The land exchange, if approved by the previous action, will create development areas within the ROS zoning district that would prohibit the anticipated construction.
3. The Planning Commission held a public hearing at their regular meeting of August 23, 2000 and forwarded a positive recommendation to the City Council
4. The location and development of the Inn on Shadow Creek meets the Purpose statement of the RC (Recreation Commercial) zone.
5. The RC zone allows for interval ownership.

6. The developer has stipulated that the development parameters (e.g. height, setbacks) will not change from the current RD zoning requirements.

Conclusions of Law:

1. There is good cause for this zone change.
2. The zone change is consistent with the Park City Land Management Code and General Plan.
3. Neither the public nor any person will be materially injured by the proposed zone change.
4. Approval of the zone change, 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. A separate Conditional Use Permit application for interval ownership will be required, if interval ownership is desired.
2. The Development Agreement as amended and building parameters as previously approved remain in full force and effect.
3. This zone change is contingent upon the recordation of the plat approved concurrently herein..

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

PASSED AND ADOPTED this 12th day of October, 2000 .

PARK CITY MUNICIPAL CORPORATION

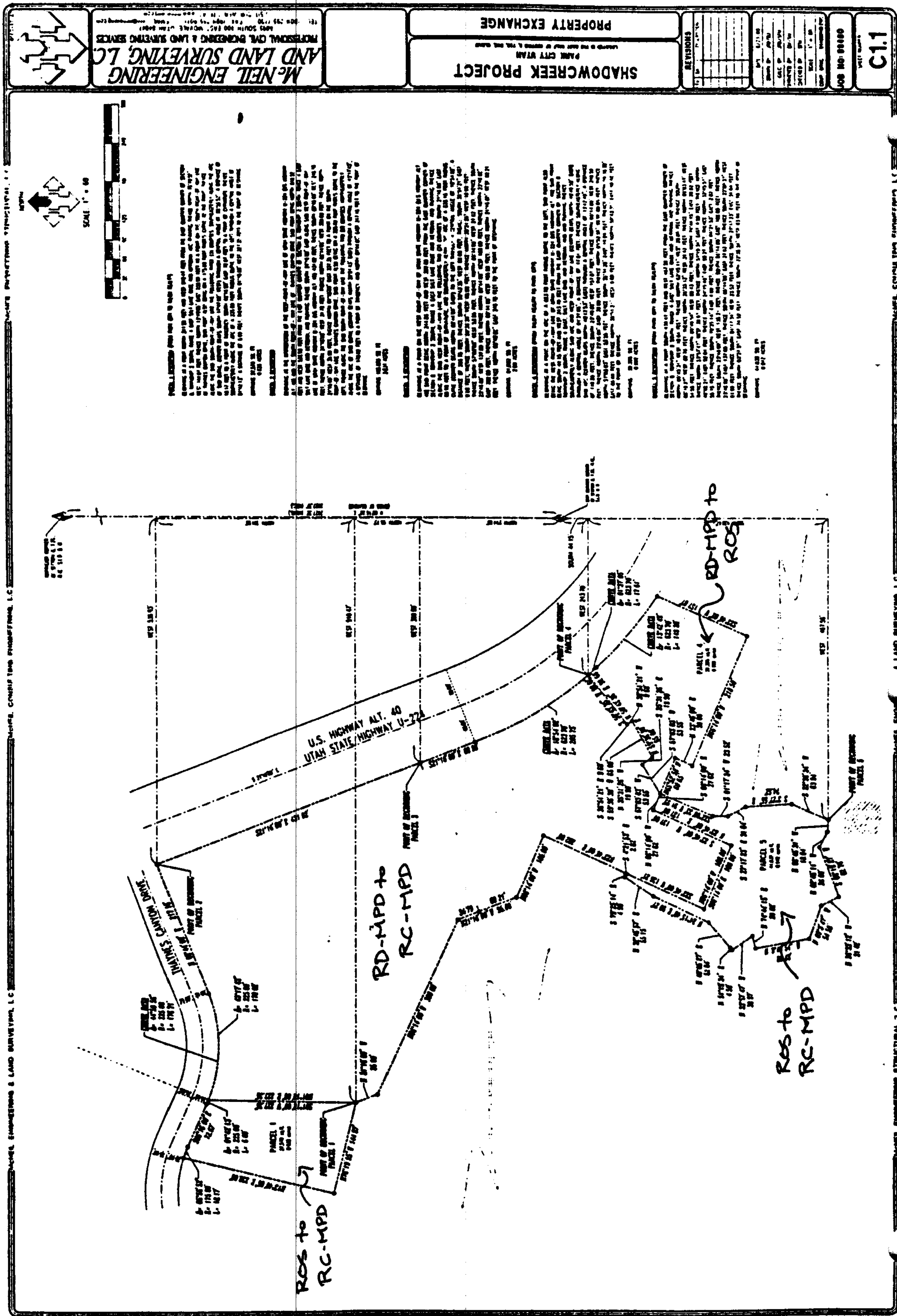
____
Bradley A. Olch, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney



McNEIL ENGINEERING AND LAND SURVEYING, L.C.
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
SHADOWCREEK PROJECT
PARK CITY UTAH
PROPERTY EXCHANGE
REVISIONS
JOB NO
C1.1
U.S. HIGHWAY ALT. 40
UTAH STATE HIGHWAY U-224
THAYNES CANYON DRIVE
PARCEL 1
PARCEL 4
PARCEL 5
POINT OF BEGINNING
RD-MPD to ROS
RD-MPD to RC-MPD
ROS to RC-MPD
ROS to RC-MPD

83

EXHIBIT A

PARK CITY
1884

DATE: October 9, 2000
DEPARTMENT: Olympics Services
AUTHOR: Frank Bell
TITLE: Lease Agreement for a Portion of the Library and Education Center to the Norwegian Trade Council for the 2002 Winter Olympic Games.
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Discuss and Approve a 30 day lease agreement commencing no earlier than February 2, 2002, and ending no later than March 2, 2002 to the Norwegian Trade Council for the second and third floors of the Library And Education Center for use during the 2002 Winter Games as the "Norway House".

DESCRIPTION:

A. Topic: Lease Agreement with the Norwegian Trade Council for the second and third floors of the Library and Education Center as the "Norway House" during the 2002 Winter Olympic Games. The grass field north of the building is not included, nor is the children's play area south of the building.

B. Background: In mid 1999, the City was approached by Mr. Leif Anderson, Norwegian Consul in Salt Lake City, regarding the establishment of the "Norway House" in Park City during the 2002 Olympics. Since Norway has one of the largest and most prestigious delegations in the Winter Olympics, a facility of considerable size was necessary. Other considerations included a location central to the Olympic activities in the City, a location that could be secured in the event of visiting heads of state, and a facility with meeting space sufficient for coaches, athletes, and officials from the Norwegian delegation. Initially, Miners Hospital was the desired location, but because of potential conflicts with SLOC, and the limited size and capacity of Miners, the Library and Education Center became the preferred site.

For purposes of this agreement, the Norwegian Trade Council, with offices in New York City, represents the Norwegian Olympic Committee, its governing board, and the Norwegian national government, and is considered the "Temporary Tenant".

The agreed upon rental rate for a period during the Games not to exceed 30 days is $200,000, payable in two equal installments due upon execution of this lease with the City and prior to the desired February 1, 2002 occupancy.

There are a number of conditions in the agreement that insure uninterrupted operation of the Park City Municipal Library and address the interests of existing tenants.

C. **Analysis:** One of the goals of the City's Olympic Plan is to identify opportunities to attract some of the signature national teams and sponsors in the Games to our community. Doing so helps insure that Park City itself will be a vibrant and exciting Olympic venue outside of the areas of actual competition. This helps with our community celebration and Olympic legacy.

One of the goals of our Olympic Financial Plan is to offset some of our Olympic expenses by renting or using some of our public facilities and spaces for Olympic purposes. Thus, leasing portions of the Library and Education Center is consistent with both the Olympic Master Plan and Financial Plan previously adopted by the City Council.

It is believed that the Norwegian delegation brings to Park City not only one of the largest groups in the Winter Olympics, but a delegation steeped in the spirit of our Alpine events (and those of Wasatch County), and a delegation that is willing, able, and excited to help Park City with its celebration of international culture and arts in connection with the Games.

Every effort has been made through this agreement to protect the interests of the Park City Library and other current tenants in the building whose leases have clauses requiring the vacation of their premises for temporary Olympic purposes when determined appropriate by the City.

It should be noted that for the most part, the portions of the building occupied by the Norwegians will be private, though invitations may be issued periodically to the community for performances, receptions, or cultural exchanges during the Games.

D. **Department Review:** The Olympic Services Department, Legal Department, Department and City Administration have been involved in the preparation of this Agreement. The Library Board has been advised and consulted.

ALTERNATIVES:

A. **Approve the Lease Agreement:** Approval of the Lease Agreement as proposed will set the terms and conditions set forth in the document in motion.

B. **Deny the Approval:** Denial will essentially kill the Agreement. The Norway House will have to find another site. Since the community lacks other suitable sites, the Norway House would likely relocate to Salt Lake City.

C. **Continue the Approval Subject to Further Negotiations:** Through our negotiations with the Norwegian Trade Council, staff has attempted to design a lease agreement that fits the needs of the NTC while protecting a wide variety of public interests with respect to the buildings, its users, and its existing tenants. As with any agreement, some terms are "deal breakers", while other conditions might be changed or "tweaked" to more appropriately address specific issues. This agreement could be continued pending further negotiations. It should be noted, however, that the Norwegian delegation has little time to find another site. The Trade Council needs to know whether or not they can count on having the property in the very near future.

D. Approve the Agreement Contingent on Certain Modifications: If there are terms and conditions troublesome to Council which do not adversely impact overall approval of the Agreement, minor modifications could be made and incorporated into the final document. This would be consistent with Council's actions on the lease of City Park, and would allow time for the completion of the Exhibits addressing specific use issues.

SIGNIFICANT IMPACTS:

If approved, this lease agreement triggers several significant impacts, most of which, in the opinion of staff, are beneficial to Park City.

1. The City will benefit financially. The $200,000 rental fee coincides with projected Olympic revenues as outlined in the City's Olympic Financial Plan adopted by the Council in 1999.

2. The Norway House will attract several hundred Olympic team members, Norwegian government officials, family members, and international sponsors and media to Park City during the course of the Olympics. These Olympic visitors will presumably patronize our businesses, stay in our lodging, and otherwise invest their time and resources into our community.

3. The Norway House will help create a community wide Olympic environment and provide a link between the competition venues and our business, arts, and cultural community.

4. The Norway House is not a "party house" in the fashion of some other Olympic teams. The purpose of this lease is to establish a cultural base of operations and reception area for the Norwegian delegation. Several conditions of the lease address the need for behavior appropriate to a public educational complex in a residential neighborhood. The Norwegians have agreed to provide the City with a schedule of planned events by January 1, 2002.

5. Given the conditions of the lease, and the manner in which the building is intended to be used by the Norwegians, neighborhood impacts and inconveniences should be minimal. The Norwegians will receive 20 parking places in the existing lot, and most visitors will either walk to the facility or arrive in official vehicles. At the direction of the Council and staff, plans are either in place or are being developed to mitigate impacts here as well as other Olympic sites around the City. However, that does not mean that everyone will be happy with the project or our efforts. In conjunction with SLOC's lease of a portion of City Park, the City will assign a site manager to the facility to quickly address problems as they arise.

6. Closing the second and third floors of the Library and Education Center during the exclusive use period of the Norwegians will displace some community functions. The University of Utah will not be in session anyway, and the Montessori School will either close or occur someplace else during the Olympics. Other offices and those operating on subleases will be displaced. The Norwegians have pledged to work with existing tenants to minimize disruptions.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the approval is denied, it is doubtful that this project could be resurrected in another location, at another time, or under significantly different circumstances. It is likely that the proposal would die and the Norway House not be established in Park City.

RECOMMENDATION:

Staff recommends approval of the Lease Agreement as written or as modified subject to the approval of the City Attorney. We anticipate some minor language changes consistent with the basic concept and inclusion of exhibits.

NORWEGIAN TRADE COUNCIL
PARK CITY MUNICIPAL CORPORATION

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereafter referred to as "Landlord") and the Norwegian Trade Council, 800 Third Avenue, 23rd Floor, New York, New York, 10022 (hereafter referred to as "Temporary Tenant"), to set the terms and conditions under which Park City will temporarily lease space in the Carl Winters Library and Education Center (hereinafter referred to as the "CW Building") to the Norwegian Trade Council for use during, and immediately preceding and following, the 2002 Winter Olympic Games. The parties agree as follows:

1. **Property.** The property leased is within several areas within the CW Building at 1255 Park Avenue, Park City, Utah, specifically the second and third floor classrooms, conference rooms, and office spaces; the auditorium; and associated common areas on both floors; and hereafter referred to as the "Premises" or "Use Areas". The Premises are currently occupied by the University of Utah, the Park City Arts Council, and the Soaring Wings Montessori School and their various subleases (hereafter referred to as the "Current Tenants"), prior to and subsequent to the Olympic lease period referred to herein and provided for by terms within the existing leases as attached and described in Exhibit A which contains a drawing of the use areas. The Premises do not include any use of the large grass field north of the CW Building, or the children's play grounds on the south side of the building, but may provide limited use of the plaza areas east of the CW Building, the parking area east of the CW Building entrances and adjoining 12th Street, and the outdoor area immediately adjoining the north side of the building as illustrated in the "site plan" attached hereto as "Exhibit B", provided that such use is related to the participation of the country of Norway in the 2002 Winter Olympics, does not unduly impact the surrounding neighborhood, and complies with Park City ordinances related to events and festivals, business licensing, and applicable building, fire, and access codes. Landlord shall have sole discretion regarding outdoor uses and activities adjacent to the premises and their actual or potential impact on the surrounding neighborhood.

2. **Term.** The Lease term shall be for no more than 30 days, beginning no earlier than February 2, 2002, and ending no later than March 2, 2002. Precise days of occupancy shall be at the Temporary Tenant's option (hereafter referred to as the "Use Period"), provided that the Use Period shall not exceed 30 days.

3. **Rent.** The rent for the space shall be as follows: $200,000 (US), payable in two equal installments, the first due and payable upon execution of this lease by the Park City Council, and the second due prior to occupancy on or before February 2, 2002. An additional $10,000 deposit will be required of the Temporary Tenant prior to occupancy, and will be

refunded no less than 30 days after the Temporary Tenant vacates the property, assuming all obligations of this lease are met.

4. **Sublease Agreements.** Temporary Tenant may not sublease Use Areas during Use Periods without written permission of the Landlord and appropriate amendment of this lease.

5. **Permitted Uses.** For purposes of this agreement, the Norwegian Trade Council represents the Norwegian Winter Olympic Team, its athletes, coaches, staff, Governing Board, heads of state, ministers, and other appropriate national and international guests. All uses shall be appropriate to, and in the spirit of the Olympics such as those set forth in Section 5A hereof. Temporary Tenant will not operate or maintain the premises and use areas in a careless or negligent manner, and will carry out its operations in accordance with all applicable local, state, and federal laws. All uses within the Use Areas are presumed to be private and exclusive to the Temporary Tenant and its invited guests unless waived by the tenant at its sole discretion.

A. Interior Uses. Permitted uses include such things as hosting members of the Norwegian delegation, and the media and its associated equipment to include temporary sound systems, lighting, and operation of broadcast equipment; preparation and service of food and beverages, the sale of novelty or souvenir items provided that the Temporary Tenant obtains an appropriate Park City business license, and charges and reports all applicable sales taxes; meetings, hospitality services for sponsors, conferences, ceremonies, religious gatherings, and celebrations; office and administrative functions; promotion of the Olympic movement and the Country of Norway and its arts, culture, and athletic heritage; Norwegian companies and their subsidiaries who act as sponsors; or their and the production of entertainment. The property shall not be used as a dormitory, hostel, or temporary housing. This section shall not prohibit Temporary tenant from obtaining a temporary liquor or beer license upon proper application, qualification, and appropriate governmental consent which is not implied or granted in the context of this lease.

B. Exterior Uses. Temporary Tenant and landlord agree that the majority of uses will be confined to the interior of the building within the agreed upon use areas. Landlord agrees to accommodate limited outdoor uses in close proximity to the building provided that the Temporary Tenant submits an outdoor sign and decorations plan, a site plan for the construction of any temporary facilities, and complies with Master Festival licensing requirements, business licensing, and inspections, whenever circumstances warrant. Should licenses or permits from the Landlord for certain exterior uses not be approved, the other terms and conditions of this lease shall remain in effect.

C. Prohibitions. The installation and operation of any equipment, utilities, or devices by the Temporary Tenant in support of its activities shall not interfere with the long term occupancy or operations of Current Tenants or uses, or permanently alter the interior or exterior of the building. All interior uses shall be in compliance with applicable building, fire, and occupancy codes. Temporary Tenant agrees to obtain and comply with all necessary licences for such things as the sale and service of alcoholic beverages, sale of merchandise, and commercial food handling.

D. Schedule. Temporary tenant agrees to provide landlord with a schedule of events slated for the interior or exterior of the premises by January 1, 2002, such events to be held with the approval of the Landlord which will not be unreasonably withheld or delayed.

E. Library to Remain Open and Accessible. The Park City Public Library occupies much of the first floor of the CW Building. Nothing in this lease allows for any activity on the part of the Temporary Tenant that would restrict public access to the library during its normal or chosen hours of operation (currently 10:00AM until 9:00PM, with seasonal adjustments) interfere with the general and normal operation of the library, or impair the ability of library patrons to enjoy the peace and tranquility normally associated with library functions; nor shall the operations of any remaining tenants not specifically addressed in this lease be interfered with or interrupted.

6. **Site Managers Provided.** The Landlord and Temporary Tenant shall name a responsible person to manage the interests of each as a "Site Manager". The Site Managers need not be present on the Premises at all times, but must be able to respond or direct a response as problems arise. Temporary Tenant may inspect and accept the Premises and anticipated Exclusive Use Areas for the purposes of this agreement prior to taking occupancy. Landlord or Temporary Tenant may elect to photograph or videotape the interior and exterior of the premises and Use Areas for purposes of occupancy and vacation documentation.

7. **Insurance and Protection of Property.** Temporary Tenant shall provide insurance at its sole expense covering its contents and possessions (including such things as furniture, artwork, cultural items, administrative equipment, and communications equipment) brought in to the building for uses during the Olympics against loss through theft, fire, vandalism or similar casualties. Temporary Tenant also agrees to take reasonable care not to use, damage, or misplace furniture, equipment, and possessions owned or managed by Current Tenants, though such items may be moved and stored within the building during times of Temporary Tenant's exclusive use. To the extent possible, Landlord will help arrange movement and storage of Current Tenant's property within exclusive Use Areas prior to occupancy by Temporary Tenant except where Temporary tenant and Current Tenant agree to the usage of certain property or a lack of need to move or store property not considered a hindrance to temporary tenant.

The Landlord will maintain insurance on the structure for the replacement of the building itself, and to the contents owned by the Landlord. The Landlord also carries a public liability policy insuring it against claims of personal injury on the Landlord's property. The Landlord's policy does not cover the Temporary Tenant's employees, volunteers, guests, or patrons who are on the Landlord's property exclusively for the purpose of doing business or participating in activities with the Temporary Tenant. The Temporary Tenant agrees to include the leased premises in any comprehensive liability policy, and will obtain a certificate of insurance naming Park City Municipal Corporation and its Municipal Building Authority as an additional insured and evidencing coverage as to any person on the Premises as a result of the Temporary Tenant's programs or activities in the minimum amount of $2 million general aggregate and $1 million per incident.. The Landlord is a governmental entity protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect the Landlord from liability or allegations arising out of the Temporary Tenant's use of the Landlord's property.

9. **Utility Services.** Landlord shall be responsible for natural gas, electricity, sewer, and water for the leased space. Temporary Tenant will be responsible for any other utilities such as refuse removal, telephone and other communications devices, or cable television and shall establish accounts with each of these utilities in its own name.

10. **Janitorial and Maintenance Services.** The Landlord shall be responsible for all structural maintenance of the premises, including all exclusive use areas, to include the roof, foundation, structural members, and exterior wall surfaces. The Landlord will also be responsible for all janitorial services provided to the remaining common areas of the building (those used in the continuing public access to the library), but to the exclusion of normally common areas that are defined as exclusive use areas by virtue of this lease. Within the exclusive use areas, the Temporary Tenant shall be responsible for janitorial services to include cleaning of rooms, hallways, auditorium, and restrooms.

Within the exclusive use areas, Landlord shall be responsible for routine maintenance such as changing light bulbs, maintenance on existing building mechanical and utility systems, and glass maintenance, however, in cases of excessive or careless operation or occupancy, Temporary Tenant may be billed for parts and labor, or the amount subtracted from the deposit. Exterior maintenance and snow removal shall be the Landlord's responsibility though only within existing guidelines for service provision. Services above those normally provided to the building will be the responsibility of (or billed to if provided by the Landlord) the Temporary Tenant.

Temporary Tenant may, at its option, contract with existing janitorial service providers for Current Tenants, or seek short term janitorial services on the open market.

11. **Access.** Temporary Tenant understands and agrees that their exclusive use to this otherwise public building will not unduly interfere with operations of the Park City Public Library and any other public uses not within exclusive Use Areas. Temporary Tenant shall not interfere with access to the Library or other public areas. Landlord shall have such access through Exclusive Use Areas as reasonably necessary to maintain the structure and to service common utility facilities. Temporary Tenant agrees that Current Tenants may need to access property or records stored either in or out of Exclusive Use Areas for short periods of time and will not unreasonably restrict such access provided that such access will not unreasonably conflict with activities exclusive to the Temporary Tenant. Landlord's site manager will coordinate requests from Current Tenants with the site manager for the Temporary Tenant.

12. **Tenant Improvements.** Due to the temporary and short term nature of this lease, it is not anticipated or expected that the Landlord or Temporary Tenant will make improvements to the interior or exterior of the building. Since the Use Areas are normally

occupied and used by other tenants, permanent changes to the interior or exterior of the building may not be viewed as "imprcvements" by either the Landlord or the Current Tenants, and will thus not be permitted without mutual approval of the Landlord and Current Tenants of the space in question, Landlord believes that the existing electrical and other utility service, except telephone, should be adequate for the proposed uses. At the termination of this lease, any remaining Temporary Tenant improvements become property of the Landlord unless specifically exempted in writing prior to installation.

13. Liens. Temporary tenant shall not permit any liens to attach to the Premises for work done at its request or for its benefit. If Landlord receives notice of any such lien against the property, the Temporary tenant shall promptly discharge the lien at Landlord's request or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by the Temporary Tenant. In the event Landlord feels its title to the property is in jeopardy because of any lien Temporary Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Temporary Tenant. Temporary Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens filed on the property as a result of Temporary Tenant's actions.

14. Communications Equipment. Landlord recognizes that the special uses contemplated by the Temporary Tenant may require temporary installation of communications equipment including, but not limited to, additional telephone service, computers, fax machines, satellite transmitting and receiving equipment, lighting and camera equipment, and cellular services. Landlord agrees to allow installation and operation of such services provided that they do not disrupt operations of the City Library or other existing communications systems within the building. Temporary Tenant agrees that installation of such equipment will be on an as needed basis" and will not significantly alter the interior or exterior appearance of the building, without the written approval of the Landlord. Temporary tenant also agrees that prior to installation of any such equipment, existing electrical and communications resources will be checked to insure proper capacities exist. Temporary Tenant agrees to abide by all electrical, building and fire codes in the installation of electrical or communications equipment, and to request and schedule appropriate inspection from the City Building Department, and pay all associated costs, when required. Temporary Tenant agrees to assume all costs of installation and maintenance of such equipment. Landlord may, at its discretion, supply fiber optic service to Temporary Tenant with or without appropriate user fees.

15. Force Majeure. This lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to the Norwegian Trade Council either under existing state and federal law or regulation, or any future state or federal law or regulation. Landlord knows of no such holding, interpretation, or determination.

16. Increased Insurance Risk. Temporary Tenant will not permit said Premises to be used for any purpose which would render the fire insurance on the building or premises void, or cause cancellation thereof, or increase the insurance risk or premium in effect at the time of the terms of this Lease. Temporary Tenant will not keep, use or sell, or allow to be kept, used, or sold in and about the premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to premises of the same general type as those covered by the Agreement.

17. **Damage or Destruction.** Due to the short term nature of this Lease, it shall be subject to cancellation should the building or any part thereof be damaged or destroyed by fire or other casualty prior to occupancy by the Temporary Tenant, and if the Landlord is unable to reasonably restore the building to adequate occupancy and use standards. The satisfaction of the Temporary Tenant and the reconstruction time frames shall be considered by the Landlord in establishing whether or not the building can be adequately restored. In the event of cancellation of this Lease by casualty to the building, the rent paid in advance by the Temporary Tenant shall be refunded.

18. **Surrender of Premise.** Temporary Tenant agrees to surrender the Premises at the expiration or sooner termination of the Lease in the same condition, or as altered pursuant to the provisions of this Lease, ordinary wear, tear, and damage by the elements or other acts of God excepted.

19. **Indemnity.** Temporary Tenant covenants and agrees to indemnify and hold Landlord harmless from all claims, loss damage, injury or liability resulting from Temporary Tenant's use and occupancy of the premises to the full extent provided in the Utah Governmental immunity Act, including reasonable attorney's fees, but excluding any liability resulting from negligent acts or omissions of Landlord, its officers, employees, or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. 63-30-1 et seq.). The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act.

Landlord will indemnify and hold Temporary Tenant and its employees harmless to the full extent provided in the Utah Governmental Immunity Act from claims, loss, damage, injury, or liability resulting from Landlord's use or occupancy of the Premises or from the conduct of Landlord's operations; including, but not limited to, Landlord's negligence or intentional acts. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act.

20. **Landlord Liable Only for Negligence.** Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of the water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity,; or hurricane, tornado, flood, wind, or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas main, or any subsurface area or from any part of the building or buildings or for an interference with light.

21. **Nondiscrimination.** Temporary Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, or handicap in its hiring practices, services, or operations of its business hereunder provided, however, that Temporary Tenant may favor employment of persons of Norwegian heritage when necessary to maintain the authenticity

of its efforts in connection with the "Norway House".

22. **Waiver of Covenants.** It is agreed that the waiver of any of the covenants of the Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

23. **Rights of Successors and Assigns.** The covenants and agreements contained within the Lease shall apply to the benefit of, and be binding upon, the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

24. **Security.** The Temporary Tenant is entitled to put locks on the doors to its Use Areas, provided that the Landlord (site manager) is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors locked after their use of the facility is completed each day. The Temporary Tenant shall have the obligation of checking all exterior doors at the conclusion of each day to make sure that they are locked, and that windows in the Use Areas are properly closed and secured. Lights and radiators should be turned off at the conclusion of the daily activities. In the event the Temporary Tenant chooses to hire a security firm to staff exclusive Use Areas around the clock, Landlord should be notified of the guard's presence, but responsibility for security is not waived.

25. **Immediate Cancellation of Lease for Breech of Terms.** During the use periods described in this Lease, Landlord reserves the right to immediately cancel the lease and revoke other operating permits in the event of flagrant, deliberate, careless, or inattentive breeches of the Temporary Tenant's responsibilities as specified in this Lease, or for actions or inappropriate behavior on the part of employees, volunteers, guests, or patrons of the Temporary Tenant that may discredit the Landlord, violate the law, or otherwise create public controversy or scandal.

26. **Notifications.** Any and all notifications required by this Lease Agreement shall be in writing and delivered personally to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attn: City Attorney's Office

If to Temporary Tenant: Norwegian Trade Council
800 Third Avenue, 23rd Floor
New York City, New York 10022
Attn: Steve Dillingham

With A Copy To: Peri & Stewart, L.L.C.
108 Baker Street
Maplewood, New Jersey 07040
Attn: Steven B. Peri, Esg.

PARK CITY

1884

CITY COUNCIL REPORT

DATE: October 12, 2000
DEPARTMENT: Planning Department
AUTHOR: Derek Satchell
TITLE: 327 Woodside Avenue - Conditional Use Permit/Development on Steep Slope
TYPE OF ITEM: Regular Agenda - Appeal of Planning Commission Decision Regarding CUP Approval

SUMMARY RECOMMENDATIONS: Staff requests that the City Council review the project within the context of the Appeal and Reconsideration Process and deny the application based on the Findings of Fact and Conclusions of Law.

A. PROJECT

Project Name:	327 Woodside Avenue
Applicant:	Dick & Jill Lesh/Jonathan DeGray (Architect)
Appellant:	Kevin King
Location:	Lot 7, Block 30 along the western uphill side of Woodside Avenue (between 2nd & 3rd Streets)
Zoning:	Historic Residential (HR-1) zone
Adjacent Land Uses:	Residential
Date of Appeal Request:	September 11, 2000

B. Background.

The applicants submitted an application to the Planning Department for a Conditional Use Permit on December 17, 1999. The application is for the construction of a 1,796.75 square foot single-family residence, on a 25' x 75' lot in Old Town. The lot has a slope greater than thirty per cent (30%) and the proposed structure has a total square footage greater than 1000 square feet. Pursuant to the HR-1 zone of the Land Management Code, the applicant is required to file a Conditional Use Application for review and approval of any development on a steep slope within the HR-1 zone by the Planning Commission.

On February 23, 2000, the item was presented to the Planning Commission and discussed during their regular agenda meeting. A letter from Mr. Kevin King was also presented, which stated his request that the Planning Commission "direct the applicant not to remove any of the trees or not to build or excavate for purposes of decking a minimum of fifteen to twenty feet from the rear of the property." The basis of his request was based on the following reason:

- The trees provide a defining and natural line between the streetscape below and privacy screening to the open space and houses above and are part of the Historic Districts existing character.
- The trees are on the portion of the lot that is greater than 30%, which is sensitive lands under County Law.
- The trees provide soil stabilization which if removed, could cause undermining and structural failure to my home.
- It is my belief that the Public Sewer line easement for the buildings above, runs through that portion of the lot.

The letter was attached as an exhibit to the report (See Exhibit A). At that time, the Planning Commission recommended that the applicant consider reducing the above-grade massing of the building. If the matter could not be resolved, the Commission requested Staff to bring the item back for denial (See Exhibit B). The applicant has since worked with Staff to reduce the overall above-grade mass of the house.

The design was modified to reflect the direction of the Commission at the February meeting, and consisted of a 1,796.75 square foot single-family residence. Staff reviewed the modified design and found that it complies with the Development for Steep Slope criteria as specified in the Land Management Code. The application was duly noticed and re-presented to the Planning Commission on August 23, 2000, when it was finally approved (See Exhibit C & D). **It is the responsibility of the Council to review the appeal and affirm, reverse, affirm in part and reverse in part any properly appealed decision of the Planning Commission. The appeal shall be limited to consideration of only those matters raised by the petition, unless the Council by motion, enlarges the scope of the appeal to accept information on other matters.** Following the review of the appeal, the Council is authorized to direct Staff to prepare Findings of Fact and Conclusions of Law to memorialize their decision.

C. ANALYSIS

Mr. Kevin King, a rear adjoining property owner to the subject property, requests to appeal the decision of the Planning Commission that approved the construction of a single-family residence located at 327 Woodside Avenue, on August 23, 2000. As expressed in his formal petition (See Exhibit E), Mr. King objects to the approval based on his understanding that the provisions of the Land Management Code have been violated. The basis for his appeal is as follows (the appellant's comments are *italicized*):

- Section 15-1-10 (D) Standards For Review. "The City shall not issue a Conditional Use Permit unless the Planning Commission concludes that:
  (1) The Application complies with all requirements of this LMC.

This means that all conditions must be met before the permit shall be approved.

- Section 15-1-10 (E) Review (7), (8), (9), (11), (15). "The Community Development Department and/or the Planning Commission must review each of the following items when considering a Conditional Use Permit".
  Specifically, (15) within and adjoining the site, impacts on Environmentally Sensitive Lands, Slope Retention, and appropriateness of the proposed structure to the topography of the site.

- Mr. King finds that "*the standards for review have not been met, and could not have been met due to faults by both the Staff and the misleading drawing information supplied by the applicant.*

STAFF'S RESPONSE

- **Section 15-1-10 (D) Standards For Review -**
  Finding: *Staff has reviewed the applicant's submittals and does not find any error or condition that materially misrepresented the facts to the Planning Commission regarding this application.*

- **Section 15-1-10 (E) Review (7), (8), (9), (11), (15) -**
  Finding: *Mr. King erroneously argues Sec.15-1-10 (E) Review (7), (8), (9), (11), (15) controls this matter. In fact, Section 15-2.2-6 (B) (1 through 10), control this review because it is a more specific review criteria established solely for development on steep slope CUPs. Section 15-1-10 states, "the City must review all proposed Conditional Uses according to the following procedure,* ***unless a subsequent provision of this LMC specifically sets forth an administrative approval process for a specific Conditional Use, in which case that section shall control***."

- **Review of Environmental Impacts and Slope Retention -**
  Finding: *Contrary to Mr. King's assertions, these matter's were reviewed under Section 15-2.2-6 (B), including but not limited to subsections (1), (2), (4) and (5). The initial square footage of the house and its roof configuration consisted of approximately 2,131 square feet and had a predominate shed roof sloping towards the front of the lot. The Planning Commission was concerned primarily with the amount of excavation towards the rear of the lot and the perceived height of the building, in relation to the surround structures. The Commission directed the applicant to reduce the above grade massing and mitigate the amount of excavation with the Chief Building Official or the project would be denied. Although Mr. King's letter was pointed out to the Commissioner's during the meeting and attached as an exhibit to the report, no specific direction was given to Staff regarding Mr. King's comments. At that time, the item was continued. The front, rear and side yard setbacks of the design met the minimum provisions of the Code.*

  On August 23, 2000, the application was re-presented to the Planning Commission with a request to approve the CUP. Staff had reviewed the modifications made to the design *by the applicant, which included a reduction in overall square footage from 2,131 to 1,796.75 square feet along with greater stepping in building volumetrics and roof form. Although the existing trees may contribute to the retention of slope, natural grade may also be retained in a similar manner using retaining walls. The Planning Commission recognized this as an option for mitigating slope retention and deferred the review of any new retaining walls to the HDC, as part of their review of the project. Upon finding that the modified design adequate addressed the Planning Commission's recommendations, and that the amount of excavation would be mitigated as conditioned in the pending soils report, Staff forwarded the application for approval. The Planning Commission reviewed the modified design and approved on August 23, 2000.*

A specific condition of approval was included that the Historic District Commission shall review and approve any on-site landscaping necessary to mitigate the loss of any significant trees on the lot due to construction. Under Section 15-2.2-10, the property owner must protect Significant Vegetation during any Development Activity. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half (4.5') above the ground, groves of smaller trees, or clumps of oak and maple covering an area fifty square feet (50 sq. ft.) or more measured at the drip line. A mitigation plan for the loss of Significant Vegetation shall be submitted by the applicant, to be reviewed by Staff and forwarded with comments to the HDC for approval or denial. The mitigation plan shall encompass all areas to be disturbed by construction, and shall include location, type, and sizes of plant material. All replacement material shall consist of native planting materials and/or those appropriate to the site.

To date, the HDC has yet to review this application or provide input pending the outcome of this hearing.

- **Submission of Misleading Drawings -**
  Finding: *The applicant modified the initial design by reducing the overall above-grade mass per the Planning Commission's initial recommendation from 2,131 square feet to 1,796.75 square feet, which creates a significant positive visual change from the original design. At the time of the initial meeting, Mr. King pointed out several discrepancies on the submitted streetscape design among the proposed dwelling and the existing adjoining house, that would indicate the height of the proposed dwelling is taller than intended. Staff did find those discrepancies on the streetscape elevation. However, Staff confirmed the height of the proposed dwelling per the roof-over-topography drawing and the individual elevations and found that it* ***did*** *comply with the twenty-seven foot height limit of the zone (as required by the Land Management Code). Staff informed Mr. King that although the alignment of facade elements on the proposed dwelling is not entirely accurate with that on the existing adjacent building,, streetscape elevations are* ***not*** *used by the Staff or Commission to determine building height. Staff also informed Mr. King that the proposed dwelling* ***did*** *conform to the height requirement of the zone.*

  To date, the HDC has yet to review this application or provide input pending the *outcome of this hearing.*

D. RECOMMENDATION

Staff requests that the City Council deny the appeal pursuant to the following Findings of Fact and Conclusions of Law.

Findings of Fact

1. The findings discussed in the Analysis Section of this report are incorporated herein.
2. This matter was properly appealed from a Planning Commission decision dated August 23, 2000. The minutes of that meeting and Planning Commission Action Letter dated August 24, 2000 are incorporated herein.
3. A hearing on this matter was held on October 12, 2000. The Planning Commission was represented by the Park City Community Development Department and the applicant by Jonathan DeGray, Architect.

Conclusions of Law

1. The Planning Commission and Staff did not err in adopting the Findings of Fact and Conclusions of Law dated August 23, 2000.
2. The provision of the Land Management Code have not been violated.

Order

1. The appeal is denied

OPTIONS:

1. **Deny the Appeal** - This is the recommended action.
2. **Grant the Appeal** - Direct Staff to prepare Findings of Fact and Conclusions of Law pursuant to the Council's decision.
3. **Remand to Planning Commission** - The Council may remand the matter to Planning Commission for further consideration. The City Council should specify the further review it deems necessary.

EXHIBITS:

Exhibit A - Letter to Planning Commission from Mr. King (dated 2/17/00)
Exhibit B - Staff report to Planning Commission (dated 2/23/00)
Exhibit C - Planning Commission Meeting Minutes (dated 2/23/00)
Exhibit D - Staff report to Planning Commission (dated 8/23/00)
Exhibit E- Planning Commission Meeting Minutes (dated 8/23/00)
Exhibit F - Formal Appeal Petition from Mr. King (dated 9/1/00)

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