

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 28, 2006**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, September 28, 2006.

Closed Session – City Council Chambers

3:00 p.m. Property

Work Session – City Council Chambers

4:20 p.m. Council questions/comments

4:30 p.m. Recreation summer program update

5:10 p.m. One year review of Ordinance No. 05-49, outdoor display of merchandise

5:20 p.m. Review of regular meeting:

562 Main Street - request to amend façade easement agreement

Other meeting questions/comments

5:30 p.m. Board of Adjustment interview

5:45 p.m. Break

Regular Meeting – City Council Chambers

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Property tax presentation – Budget Manager Gary Hill

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

IV WORK SESSION NOTES AND MINUTES FROM MEETING OF SEPTEMBER 14, 2006

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving the plat amendment for Lot 5 of the Iron Canyon Subdivision, located at 2414 Iron Canyon Drive, Park City, Utah

2. Master Festival License for the Fall Family Fest at Quinns Sports Complex to be held on Saturday, October 7, 2006 from noon to 6 p.m.

3. Master Festival License for the Dirt Jump Jam Showcase at PCMC Dirt Jump Park to be held on Saturday, October 14, 2006

4. Master Festival License for the Park City Harley Davidson Open House to be held in the Brewpub Parking Lot on Sunday, October 8, 2006

5. Master Festival License and closure of lower Main Street from 10 a.m. to 6 p.m. for the Showdown on Main to be held on October 7, 2006

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6. Authorize the City Manager to enter into a Concession Agreement for the Park City Ice Arena & Sports Complex with Fat Kid Pizza LLC, in a form approved by the City Attorney

VII NEW BUSINESS

First Addendum to Preservation and Conservation Easement for 562 Main Street, Park City, Utah

VIII ADJOURNMENT

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

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

Posted: 09/25/06

See: parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.

PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

October 2006

- 5 **Roger, Mark and Tom gone**
Construction on Sundays – work – 20 min – Michelle
Resolution – polling places for open space bond election
Board of Adjustment interview
Amendment to Talisker/UPCMC/PCMR Annexation and Amended Empire
Pass/Flagstaff Development Agreement – work
- 12 **No meeting – UEA weekend**
- 19 ISBO Council training and tour – Ron (3 hours)
RAB update
KAC – work
General Plan – work
Appointments to BOA
LMC amendments – ROS, POS, E, E-40, HRM, HRC, HCB, SLO
MOU between Park City and Summit County for Animal Control Services
Amendment to Talisker/UPCMC/PCMR Annexation and Amended Empire
Pass/Flagstaff Development Agreement – public hearing/action
- 26 Snow removal service levels
Digital Media update – 10 min
Parking Management Review - Kent
Main Street drop-off zones - Kent
Joint Venture update - Bob Kollar

November 2006

- 2 Briefing on parking regulations and event parking permits for Sundance – Fall
2006
- 9
- 16 Canvass of special open space bond election
- 23 **No meeting**
- 30

December 2006

- 7
14
21
28

Pending Items:

Kearns Avenue traffic coordinator
Round-about discussion
Park Bonanza District General Plan amendments - Kirsten
Air quality discussion
Brewpub lease assignment – RDA
Regional bus service SLC
Conveyance of easement from Iron Mountain & Associates

City Council Staff Report



Author: Recreation & Budget Staff
Subject: Recreation Program Update
Date: September 28, 2006
Type of Item: Informational

Recreation & Library
Department

Summary Recommendations: Informational purposes only, no action or direction required

Description:

Topic: Recreation summer program update

Background: Park City Recreation (Racquet Club, Recreation and Tennis) offers a wide range of programming to residents of western summit county and visitors. These programs range from youth & adult instructional clinics, camps, classes, leagues and tournaments to facilities that allow open play. Our mission statement is "To provide recreational opportunities that exceed the community's expectation." Offering quality programs and a high level of service is a top priority for the department.

This past summer many of our programs had record participation and waiting lists which resulted in people not being able to participate in certain programs if they did not sign up in advance (Attachment 1). With the addition of new facilities (Quinn's, expansion of the Skate Park and Recreation Building) there is room to expand certain programming while maintaining a high level of service and quality. The information in this report is intended to be background information for a future service level discussion.

Analysis:

Youth Camps & Clinics

Skateboard Camp: This past summer we offered nine weeks of instructional clinics Monday thru Thursday from 8:30 a.m. till 10:00 for ages 5 & above. Each week sold out with 30 skaters participating. Over the course of nine weeks we had 99 kids on the waitlist. The instructor to child ratio is 1:5 allowing for a lot of individual attention and for quick mastering of skills. With success from last summer, we again offered an intermediate/advanced week to focus on those at a higher ability. The skatepark is closed to the public during the camps, which allows those participating to use the entire facility without interruption. Given the skatepark expansion it is possible to expand the number of participants or to potentially open the park to the public while the camps are happening.

Adventure Camp: We offered two separate weeks of adventure camp this summer for children ages nine to 14. This camp is our smallest due to limited transportation

resources and the nature of the camp. It is limited to 13 children each session and this summer we had a total of 28 kids on the waitlist. This camp is truly an adventure as we take the campers mountain biking, rock climbing, camping, hiking, river rafting and on a high ropes course. This is possible through cooperation with local businesses such as White Pine Touring, The National Ability Center & Dinosaur River Expeditions. We use the department's 15 passenger van to transport the kids but it is only available for two weeks of the summer. The remainder of the summer the van is used by the Summer Day Camp to transport campers to swimming and art lessons.

Youth Soccer: Park City Recreation runs a spring youth soccer league for ages 4 thru 15. The league plays on Saturdays from the middle of April through the middle of June with all divisions playing small sided games (5v5). This league started in the spring of 2003 and has seen consistent growth with over 270 players participating this season. Games were played at Willow Creek Park and this is an excellent example of Basin Recreation & Park City Recreation working together to schedule activities at the most appropriate facility regardless of who operates it.

Dirt Jump Clinics: Utilizing the new Dirt Jump Park, we offered three weeks of instructional dirt jump clinics. With the help of professional mountain bikers, Chris Van Dine and Eric Porter our program was a hit. The participants learned the needed skills to jump as well as the importance of taking ownership of the park and maintaining the jumps. We had 26 participants in the first season of this new program.

Summer Day Camp: Day Camp is one of the longest running and most popular programs offered by Park City Recreation, averaging 60 children/day this summer. Offered for ages 6 thru 12, the program provides daily, weekly and full summer options for parents and kids. The program is a terrific example of community cooperation, due to the partnership with the Kimball Art Center. It is also an important link to other recreation programs, such as swim and skateboard lessons, and ice skating as many children would otherwise be unable to participate in those programs were it not for the full-day summer day camp option.

Adult Leagues, Camps & Clinics

Adult Softball: Our Adult Softball program is the largest adult program offered, with games played six days of the week. We have four coed and two men's leagues that play at City Park with eight teams per league. Having 48 teams registered this summer and each team having a minimum of 12 players, the participation numbers are high. We had two teams on the waitlist this season and with the new fields at the sports complex we should not have to turn teams away in the future.

Adult Soccer: One of the biggest benefits to the Adult Soccer program will be the installation of a lighted field at the new Sports Complex. With only a single field at City Park available for evening games, the league has previously been restricted to only 8 teams each fall and spring season. Registration has consistently been 7 or 8 teams each season, but the 9:00pm game time isn't attractive to teams or officials. With the

addition of lights at the Sports Complex, a second field can be added moving game times earlier in the evening and opening the league up to at least 12 teams.

Family Clinics & Camps

Start Smart Programs: Through the National Alliance for Youth Sports, we are proud to say that we are a five star provider of the Start Smart Programs. We offer five different sports programs for children from three to five years of age. The Start Smart sports programs (baseball, soccer, golf, football, & basketball) were created to help parents teach their children the motor skills necessary to achieve the success and confidence needed for organized sports. The goal of Start Smart is for parents and children to work together to achieve a positive “first” experience with sports, leading to a lifetime of activity and physical fitness. These programs have been a hit and we continue to grow in numbers. We had 65 participants in all five programs. Due to participant numbers we opened two more sessions in soccer and had 30 participants in this program alone.

Parent/Kid Skateboard Clinics: Through the introduction of our Parent/Kid Skateboard Clinic, we are helping both the young and young at heart learn to skate. Formerly known as the Adult Skate Clinics, we transformed this program to increase participation levels. Now parents and their kids can learn to skate and enjoy the park together. The numbers from the '05 Adult Skate Clinic of six participants increased to 20 this past spring for the Parent/Kid Clinic.

Tournaments & Competitions

Volleyball: For over 20 years, Park City Recreation has held two annual volleyball tournaments in Park City. The July 4th tournament is held every year at Treasure Mountain International School and City Park, and has become an exciting part of Park City's July 4th celebration. The annual Arts Festival tournament is held on the Saturday of Arts Festival at City Park, and is the largest volleyball tournament in the state! Each of these tournaments draws over 180 players & their families to Park City every year. Working in conjunction with the Utah Outdoor Volleyball Association and community businesses such as Tanger Outlets, Wasatch Bagel Café and La Casita, we offer two of the most popular tournaments on the summer volleyball schedule. Players love coming to Park City for the weather, facilities, and activities.

Softball: We offer four USSSA Sanctioned adult softball tournaments each year. Our Summer Slam Coed Tournament is an early season favorite for teams from around the state. The second tournament is a big stop for all-women teams. The Women's Classic has been the USSSA Utah State Championship for the last three seasons. The winner of this tournament qualifies for the World Tournament in Florida. The third tournament is a Men's tournament and has also been a stop for the State Championship in years past. This was the 32nd Annual Men's Labor Day Tournament and Homerun Derby that was played on Saturday of Labor Day weekend. This tournament drew teams from as far as Boise, Idaho. The following week is the Winter Welcome Coed Tournament. We had a total of 35 teams participate in our four tournaments this past summer, each tournament having local teams participating.

Skateboard: The last Saturday of June, July and August, we host our Park City Skate Series Competitions. This competition series draws skaters from all over the state as well as those who have come through our local skateboard clinics. We offer six categories to allow all to participate. We have beginner, intermediate and advanced street divisions, a girl's street division, best trick and open bowl. We partner with The Click Snow and Skate Shop as a local concessionaire to take pre-registration and help with the prizes as well as other local sponsors. Each competition had 30 to 40 participants this past summer all skating to music from a DJ.

Racquet Club Use

In April 2003 City Council removed the fee differential for Basin residents and allowed residents of the Park City School District to use the Racquet Club for the same fee. One of the results of removing the fee differential has resulted in increased use and revenues for the facility. The table below shows the number of active facility passes and corresponding revenue in April 2003 as compared to September 2006. Other reasons for the increased revenue & facility use are the improvements made to the facility (leisure pool, weight equipment) and the quality of the programs and classes offered.

Type of Pass	Number of Passes Active April 2003	Revenue	Number of Passes Active Sept. 2006	Revenue
10 Punch Card	851	\$45,397	1,362	\$74,112
Recreation Card	2,369	\$14,879	1,559	\$10,062
County Card	17	\$4,250	886	\$5,704
Resident Pass	284	\$52,795	259	\$56,046
County Pass	39	\$8,218	93	\$16,489
Total		\$125,539		\$162,413

As of September 2006 the Racquet Club has 4,535 passes active. This includes various tennis passes, punch cards, recreation cards, county cards and other memberships that are sold

The main entrance to the Racquet Club has a people counter that registers when someone enters the building. In July we have over 900 people daily that come through the door while in the winter it drops to 300 a day. The reason for the drop is that we have fewer amenities open and offer fewer programs in the winter.

Group Fitness: During the summer we offer Spinning, yoga, Pilates, Aikido, circuit training and a variety of aerobic classes. We offer over 41 classes a week (summer) and average 6 - 8 students per class. In order to make sure classes are worth running, a class must average at least 6 students or it may be cancelled or evaluated to determine our direction. *The schedule is bumped up in Fall to a total of 55 classes, maintaining the same running average per class.

Aquatics: The aquatics program has been revitalized with the opening of the leisure pool in May 2003. Revenues have increased from \$50,965 in FY 03 to \$68,915.84 in FY 06 (Attachment 2). From May through the middle of August we offered 12 weeks/6 sessions of swim lessons for all abilities. Due to demand we have expanded lessons in the spring and offered evening lessons during the summer session. We had over 410 children participate in lessons this past summer. Over 265 children and adults also took private swim lessons.

Our youth swim team continues to grow and improve with 48 children participating in spring and summer pre-comp swim team (21% more than 2005). We offered adult swim stroke clinics, aqua fit classes and a coached workout each weekday.

Tennis: The tennis program has grown significantly over the last 5 years. During the summer months, the hours from 9:00 am until 2:00 pm are at capacity due to a limited number of courts. Our women's clinics take up to 12 people per clinic and are approximately 90% full. Our summer kids' camps are at capacity with over 273 kids in camp over a 10 week period. This is up from 197 kids in FY2004. The kids' camps also had a 47 person waitlist. Again, this is due to a limited number of tennis courts and pros. In addition to the 3 hour kids' camps, we offer weekly clinics for kids that served over 70 additional kids during the 10 week summer session. The afternoon hours (2:00 – 6:00pm) at the club are currently available with no conflicts. Evening again reaches capacity with many evening adult clinics and leagues. Court time bookings have increased in revenue from \$152,110 in FY2003 to \$241,237 in FY2006. The club also hosts over 10 tournaments throughout the year. We host 3 National Tournaments: Men's 40s, Men's 45s and Girl's 14s. Our largest event is the Labor Day Tournament which had 233 players this year. The Park City Racquet Club is recognized as an exceptional location for tournaments with the highest of standards for tournament organization.

Marketing of Programs

The department uses a multi-pronged approach in getting information out to the community. The biggest piece is the production of the Play Magazine, an annual publication that has program information for both Park City Recreation and Basin Recreation. The department also writes and records their own commercials and submits information weekly to the Park Record and KPCW. Staff also schedules time with the DJ on KPCW to get information out through staff interviews.

The Racquet Club holds a semi annual pass sale for facility passes. When this sale is held we use print ads in the Park Record, run a commercial on KPCW and market directly to current users of the facility. Often times we will also have a "giveaway" to further encourage pass sales.

In 2004 City Council approved the purchase of EConnect, which is the software that works with the registration system that allows residents to sign up for programs online. The result of this purchase is that more and more registrations are occurring online with

about 28% (480 registration May – August) occurring through EConnect. This has eased phone calls and registrations at the front desk of the Racquet Club.

Cemetery & Parks Reservations

The cemetery has experienced a significant increase in the number of plots sold in the last year. In FY 05 the cemetery generated \$12,700 in revenue while FY 06 generated \$48,950. There has not been a marketing campaign to increase sales, only word of mouth.

There are approximately 300 plots left to purchase & we estimate the cemetery will be sold out in 2010.

Parks Reservations: The city rents out Rotary Park and the pavilion on the south end of City Park for family and group functions. These are rented for either a half day or a full day and are available from May thru the middle of October. In April 2005 City Council approved a significant increase in rental rates in order to cover the cost of maintaining the pavilions. The increase had no negative impact on the number of rentals, as evidenced by the number of days sold out this season. In fact if you want to rent a pavilion during the weekend you need to plan several months in advance in order to get a reservation.

Both City Park & Rotary Park are extremely busy with rentals and we instituted a waiting list this summer in case a reservation cancelled.

Recreation Budget Overview

For discussion purposes with regard to the Recreation Budget we are focusing only on the direct expenses and revenue generated from recreation, tennis, Racquet Club, & cemetery. The true cost of operating recreation is higher due to the overhead of the Racquet Club and recreational facilities that are used to operate the programs. From FY1998 thru FY 2003 the Recreation, Racquet Club & Tennis Budgets were in Fund 54 and were operated as an Enterprise Fund. In FY2004 the budgets were moved to the General Fund combining with the Recreation & Racquet Club budgets into one budget.

Recreation & Tennis Budgets Combined				% Cost Recovery	Expense/Revenue Ratio
FY	Expenses	Revenues	Subsidy		
1998	\$1,444,482	\$785,370	\$659,112	54.37%	1.84
1999	\$1,328,053	\$752,207	\$575,846	56.64%	1.77
2000	\$1,478,670	\$914,698	\$563,972	61.86%	1.62
2001	\$1,528,562	\$947,434	\$581,128	61.98%	1.61
2002	\$1,454,490	\$893,223	\$561,267	61.41%	1.63
2003	\$1,494,879	\$971,541	\$523,338	64.99%	1.54
2004	\$1,575,260	\$982,465	\$592,795	62.37%	1.60
2005	\$1,530,199	\$1,068,348	\$461,851	69.82%	1.43

2006	\$1,662,970	\$1,262,523	\$400,447	75.92%	1.32
Average	\$1,499,729	\$953,090	\$546,640	63.26%	1.59

Detailed expenses and revenues for FY 2003 thru 2006 can be found in attachment 2

Notes on Revenue: Revenue from donations, cash O/S, and rental income were left out of all years because they are not considered operating revenue. WSCY revenue was removed from the years 1998 thru 2003 because it was a joint program with the county.

Notes on Expenses: The years 2004 thru 2006 do not include leisure services administrative expenses as these were reduced and rolled into various departmental budgets in 2004. Leisure services administrative expenses were applied to the years 1998 to 2003. After discussion with managers who were under the Leisure Services Department it was assumed that 50% of the leisure services administration budget was allocated to recreation, Racquet Club and tennis. Expenses do not include building maintenance, parks departmental costs, capital expenditures, or facility depreciation.

As you can see in the chart above growth in revenue has outpaced the growth in expenses for the past several years. In FY 06 the direct subsidy to recreation was reduced by over \$60,000 dropping it to \$400,447.

Department Review: This report has been reviewed and or received input from the Budget, Public Works, City Manager and Recreation & Library Department

Recommendation: Informational purposes only, no action or direction required

Programs Currently Operating At Capacity: Attachment 1

Program Name	2006 Waitlist #'s	Current Cap	Reason for Cap	Possible Solutions
Summer Day Camp	19 days (of 49 at capacity)	65 kids/day	Facility capacity	Building Remodel
Skateboard Camp	11 kids (average per session)	30 kids/session	Staff / Quality of Instruction / Facility capacity	Park Expansion
Soccer Camp	5 kids (added to program)	100 total	Staff / Quality of Instruction	More appropriate facility
Start Smart Soccer	4 kids	10 kids/session three sessions	Staff / Quality of Instruction	Increase sessions by hiring more instructors
Start Smart Golf	Sold Out. 0 on waitlist	12 kids		
Adventure Camp	13 session I 15 session II	13/session (26 total)	Limited equipment (transportation)	More transportation resources
Adult Softball	2 Teams	8 teams/ weeknight, 12 teams/ Sunday	Facility capacity	Solved! Building of Quinn's Sports Complex
Swim Lessons-Guppy	4	3 per class 34 classes offered	Quality of instruction, safety & space in pool; (depth being key) Availability of qualified instructors	Larger pool Longer season More qualified instructors
Swim Lessons-Sunfish	1	3 per class 30 classes offered	Quality of instruction, safety & space in pool; (depth being key) Availability of qualified instructors	Larger pool Longer season More qualified instructors
Swim Lessons-Dolphin	1	3 per class 36 classes offered	Quality of instruction, safety & space in pool; (depth being key) Availability of qualified instructors	Larger pool Longer season More qualified instructors

Swim Lessons- Level 1-2	18	4 per class 30 classes offered	Quality of instruction, safety & space in pool; (depth being key) Availability of qualified instructors	Afternoon sessions (usurping lap lanes...)
Swim Lessons- Level 3	1	4 per class 10 classes offered		
Swim Lessons- Level 4-5	0	6 per class 10 classes offered		
Swim Lessons- Parent Tot	1	10 per class 3 classes offered	Qualified instructors	
Tennis Camps Jrs. 47 instruction		10 weeks offered 25 kids per week	Facility and pros at capacity	Possible off-site

Attachment 2: Detailed Recreation & Tennis Expenses and Revenue FY03 to FY06

Recreation & Tennis Revenues				
Description	FY 06	FY 05	FY 04	FY 03
Facility Usage	\$ 32,441.16	\$ 28,199.14	\$ 28,895.00	\$ 27,923.26
Day Camp	\$ 124,206.61	\$ 110,936.45	\$ 77,473.80	\$ 72,613.09
Classes	\$ 179,550.97	\$ 164,874.76	\$ 180,857.77	\$ 192,781.68
Adult Leagues	\$ 43,014.15	\$ 47,262.43	\$ 41,932.70	\$ 37,827.60
Youth Leagues	\$ 14,768.00	\$ 14,279.50	\$ 16,009.38	\$ 15,053.32
Fitness Center	\$ 16,420.54	\$ 21,932.18	\$ 26,017.59	\$ 31,069.44
Park Reservations	\$ 10,045.00	\$ 7,565.00	\$ 6,345.00	\$ 4,260.00
Tennis Court Fees	\$ 241,237.03	\$ 205,747.60	\$ 166,927.02	\$ 152,110.16
Swim Fees	\$ 68,915.84	\$ 57,650.72	\$ 57,947.32	\$ 50,964.94
Tournament Fees	\$ 14,988.00	\$ 13,200.00	\$ 9,420.00	\$ 14,231.52
Tennis Lessons	\$ 296,183.84	\$ 237,155.59	\$ 226,067.74	\$ 225,616.00
Aerobics	\$ 2,953.00	\$ 3,864.50	\$ 4,967.60	\$ 6,358.14
Equipment Rental	\$ 18,729.01	\$ 11,806.75	\$ 10,993.05	\$ 14,863.00
Locker Rental	\$ 770.63	\$ 1,045.23	\$ 1,547.60	\$ 1,749.81
Recreation Card	\$ 9,188.15	\$ 9,722.91	\$ 10,679.18	\$ 13,256.96
County Card	\$ 6,628.64	\$ 6,477.50	\$ 7,140.53	\$ 5,666.85
Other Recreation	\$ 54.25	\$ 497.81	\$ 454.72	\$ -
Special Events	\$ 32,533.89	\$ 18,700.00	\$ 11,341.00	\$ 10,857.17
Retail Sales	\$ 100,944.07	\$ 94,729.72	\$ 84,647.35	\$ 87,077.95
Cemetery Plots	\$ 48,950.00	\$ 12,700.00	\$ 12,800.00	\$ 7,260.00
Grand Total	\$ 1,262,522.78	\$ 1,068,347.79	\$982,464.35	\$971,540.89
Recreation & Tennis Expenses				
Personnel	\$ 1,277,269.45	\$ 1,174,318.62	\$1,136,166.02	\$1,064,153.14
Materials, Supplies, & Services	\$ 98,002.93	\$ 88,840.38	\$ 96,238.67	\$ 77,969.65
Utilities	\$ 8,671.95	\$ 9,212.51	\$ 113,381.33	\$ 87,400.68
Contract Services	\$ 29,424.26	\$ 25,203.04	\$ 19,804.66	\$ 22,849.20
Parts, Maintenance, & Supplies	\$ 225,556.38	\$ 202,213.75	\$ 175,637.53	\$ 172,588.03
Grants & Miscellaneous	\$ 15,958.99	\$ 12,988.22	\$ 9,869.11	\$ 14,125.48
Capital Outlay	\$ 5,281.99	\$ 14,423.11	\$ 22,812.41	\$ 15,458.70
Interfund Transfer	\$ 2,750.00	\$ 3,000.00	\$ 1,350.00	\$ 40,334.00
Total	\$ 1,662,915.95	\$ 1,530,199.63	\$1,575,259.73	\$1,494,878.88

City Council Staff Report



Author: Jonathan Weidenhamer
Subject: Outdoor Display of Merchandise
Date: September 28, 2006
Type of Item: Informational Update

Planning Department

Summary Recommendation:

Conduct a one-year review of the Outdoor Display of Merchandise regulations. Provide direction to continue the program with existing regulations.

Background

At the August 4, 2005 City Council meeting the Land Management Code (LMC) was amended to allow outdoor merchandising with specific limitations in all commercial districts. Outdoor merchandising is allowed through an Administrative Conditional Use Permit subject to the following criteria in each of the commercially zoned districts (HR-2 (15-2.3-14), HRC(15-2.5-13), HCB(15-2.6-12), RC(15-2.16-9), RCO(15-2.17-8), GC(15-2.18-9), LI(15-2.19-11), and PUT(15-2.22-9) :

- (a) The display is immediately available for purchase at the Business displaying the item.
- (b) The merchandise is displayed on private Property directly in front of or appurtenant to the Business which displays it, so long as the private Area is in an alcove, recess, patio, or similar location that provides a physical separation from the public sidewalk. No item of merchandise may be displayed on publicly owned Property including any sidewalk or prescriptive Right-of-Way regardless if the Property Line extends into the public sidewalk. An item of merchandise may be displayed on commonly owned Property; however, written permission for the display of the merchandise must be obtained from the Owner's association.
- (c) The display is prohibited from being permanently affixed to any Building. Temporary fixtures may not be affixed to any Historic Building in a manner that compromises the Historic integrity of Facade Easement of the Building as determined by the Planning Director.
- (d) The display does not diminish parking or landscaping.
- (e) The Use does not violate the Summit County Health Code, the Fire Code, or International Building Code. The display does not impede pedestrian circulation, sidewalks, emergency Access, or circulation. At minimum, forty-four inches (44") of clear and unobstructed Access to all fire

hydrants, egress and Access points must be maintained. Merchandise may not be placed so as to block visibility of or Access to any adjacent Property.

(f) The merchandise must be removed if it becomes a hazard due to wind or weather conditions, or if it is in a state of disrepair, as determined by either the Planning Director or Building Official.

(g) The display shall not create a hazard to the public due to moving parts, sharp edges, or extension into public Rights-of-Way, including sidewalks or pedestrian and vehicular Areas; nor shall the display restrict vision at intersections.

(h) No inflatable devices other than decorative balloons smaller than eighteen inches (18") in diameter are permitted. Balloon height may not exceed the finished floor elevation of the second floor of the Building.

(i) No additional signs are allowed. A sales tag, four square inches (4 sq. in.) or smaller may appear on each display item, as well as an informational plaque or associated artwork not to exceed twelve square inches (12 sq. in.). The proposed display shall be in compliance with the City Sign Code, Municipal Code Title 12, the City's Licensing Code, Municipal Code Title 4, and all other requisite City codes.

The Planning Commission stated their preference of starting with a fairly restrictive ordinance that would allow the ability to measure success and impacts that would have the ability to change or expand further regulations in the future.

To date, only 3 Outdoor Merchandise permits have been issued:

- | | | |
|-------------------|--------------------|---------|
| • Kids Kollection | 1890 Bonanza Drive | 9/2/05 |
| • Right at Home | 1745 Bonanza Drive | 5/25/06 |
| • Flat Rabbet | 421 Main Street | 9/9/06 |

At this time, Kids Kollection has gone out of business. Exhibit A includes photos of each of the other 2 locations.

Analysis

The LMC amendments to allow Outdoor Merchandising have had little impact on Park City. Currently, only 2 businesses are displaying merchandise through this program. We have received approximately 3 phone complaints about the Flat Rabbet display. Although meeting the required criteria, concerns have been expressed about overall aesthetic quality of the display, value to Main Street, and perceived visual clutter. The HMBA has helped address these concerns by working with the proprietor to reduce the number of items displayed – Exhibit B shows the display prior to the HMBA's intervening (this display would not meet the necessary criteria because it blocks the

doorway and required access). Since the administrative permits have been issued, there has not been City enforcement at any of the approved locations.

The Council may consider addressing complaints that have been received. One way to accomplish this would be to consider addition of additional criteria limiting amount of display. For example, allow up to 50% of any ground level façade to be covered.

The Council may also consider remanding the topic back to the Planning Commission for a recommendation.

Alternatives

- Provide direction to continue the Outdoor Merchandising program as currently existing. This is staff's recommendation; or
- Continue the Outdoor Merchandising program but provide direction to specifically modify the LMC language to ; or
- Provide direction to have the Planning Commission hold a public hearing and provide a recommendation; or
- Provide direction to discontinue the program and direct staff to return with LMC amendments removing allowances for Outdoor Merchandising.

Department Review: The City Manager's Office, Planning, and Legal Departments have reviewed this report.

Recommendation:

Conduct a one-year review of the Outdoor Merchandise regulations. Provide direction to continue the program with existing regulations

Exhibits

Exhibit A – Existing outdoor merchandising approvals

Exhibit B – Flat Rabbit display prior to HMBA intervention

Exhibit A



1745 Bonanza Drive – Right at Home



421 Main Street – Flat Rabbet
Exhibit B



To: Honorable Mayor/Members of City Council

From: Jan Scott, City Recorder

INTERVIEW PROCESS FOR BOARD OF ADJUSTMENT

Board of Adjustment. This is a legislative board that hears and decides appeals from zoning decisions and applies special exceptions to the Land Management Code. The Board also makes determinations regarding modifications of non-conforming uses and hears appeals on determination of non-conforming or non-complying status.

This is a six-member board which includes four members, an alternate, and a Planning Commissioner. It meets on the first and third Tuesdays of the month in the City Council Chambers at 5 p.m. when there is pending business. There are currently two vacancies; one for a full member and the other for the alternate position. Applications and possible interview questions are included in your mail for your review.

Deanna Gerber is scheduled this week at 5:15 p.m. and Bill Thompson on October 5. Appointments are tentatively schedule on October 19.

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 14, 2006**

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

Tom Bakaly, City Manager; Matt Twombly, Project Manager; Stacey Noonan, Recreation Complex Manager; and Alison Butz, Project Manager

1. Council questions/comments. Roger Harlan reported on the status of closings of various units of the 555 Deer Valley Drive affordable housing project and provided a School District update on testing students. Candace Erickson commented on a productive breakfast meeting recently held with the District and County. She thanked the Public Affairs Department for organizing the City Tour and discussed the traffic congestion in Lake Tahoe. It is important to address local traffic problems now and not be complacent. Mr. Erickson pointed out that the architecture at North Star is identical to Bachelor's Gulch and Beaver Creek and she hoped that the design for Park City Mountain Resort is distinctive. She reported on a ULCT policy meeting where topics included sales tax issues, RDA amendments, land use regulation rights, and telecommunications. Jim Hier agreed that the City should be proactive in addressing traffic and noted the traffic jam he encountered in front of the School District Office when high school students were getting out of school. He thanked the Chamber for its participation on the City Tour and emphasized the valuable marketing provided by our Chamber by creatively partnering with others.

Joe Kernan felt the City Tour was a good way to get to know City employees and Leadership participants. He explained his interest in pursuing the *blue bag* recycling program operated in Truckee and asked for support in encouraging the County to consider this system. It is less expensive than conventional curbside recycling because recycling and garbage are bagged and picked up together and sorted at a distribution center. This drastically decreases truck trips as the main role of recycling companies would be sorting rather than hauling. He hoped this could be considered by the Summit County Commission before the bid process begins. Marianne Cone also relayed her support of the concept. The Deer Valley Drive affordable housing project was again discussed.

Mr. Kernan pointed out that many cities use traffic coordinators rather than police and suggested this at certain times on Kearns Boulevard. Tom Bakaly felt this could be addressed in a manager's report.

In recognition of the appointment of new Art Board members scheduled on the agenda, Marianne Cone thanked retiring members. She spoke about the audit of the Park Bonanza Area by the consultant and asked Council for support in investigating a round-

about at Meadows Drive. Members indicated their interest in pursuing studying a round-about as an option.

Mayor Williams relayed his condolences to Norm Anderson's family. The 911 Memorial was an amazing display and he thanked the Fire District for organizing the event. He reported on the status of cases of the West Nile Virus in the state and state energy policy business. He spoke about a meeting with Park City's new EPA regional counterpart where topics including The Montage, the bio-cell, and Richardson Flats were discussed. There was a COG meeting where cost sharing for a master traffic plan for eastern Summit County was proposed. Mayor Williams advised that Council members will be considering approval of a memorandum of understanding with the Summit County Animal Control Department in the near future. With regard to the traffic study, he advised that Park City has been asked to select a preferred model but expressed concern about providing input for an eastern Summit County project. The City Recorder informed Council members of upcoming meeting dates.

2. Quinns Recreation Complex update. Matt Twombly stated that in April 2005, the City's construction manager received subcontract pricing which was over budget and staff conducted a value engineering process to address budget limitations. One item not included in the revised contract is landscaping around the building, drip irrigation, and planting parking lot islands. Irrigation, seeding, sod, lawns and sports fields are included. Items like concrete bleachers, electrical and audio conduits, and additional parking lot lights were added to the project creating additional unforeseen costs. Mr. Twombly stated that staff is considering the use of interest earnings from parks bonds in the amount of \$360,000 budgeted for neighborhood parks for completion of the recreation complex.

Candace Erickson understood that completing construction items total \$150,000 and the landscaping is another \$150,000. She suggested that Council address everything at once rather than considering this again in the spring for the landscaping; she is willing to approve \$300,000. Jim Hier and Roger Harlan agreed. Mr. Hier asked about the timing of the arbitrage interest on the bonds and Gary Hill explained that up to this time, the state rate has been low enough that the City hasn't had to pay arbitrage, but typically it is three years from the issuance of the bonds.

Joe Kernan asked if there are elements of the projects that are being deferred which may substantially affect the success of the complex. Mr. Twombly indicated that goal posts are a high priority, especially for tournaments. It is anticipated that deferred items will be reviewed during the budget session. Gary Hill explained that there is an operating capital line in some of the maintenance budgets for ice and fields anticipated to be used to purchase some smaller items.

Jim Hier asked if this is a *budget* or *cash* issue. There are items that are needed for the successful operation of the recreation complex and other items that should just be completed this year. He didn't understand the advantage of delaying an approval of the total amount needed to July. Tom Bakaly recommended that the Council focus on the

request to complete contracted construction work and landscaping but not consider funding equipment at this time. There is no budget adjustment required as long as the City stays within 10% of the contract amount and no action is required. Roger Harlan pointed out the significant cost of the shade pavilion at \$130,000 and asked for more information on the project, including location.

Candace Erickson suggested funding the purchase of goal posts with RAP Tax revenue; she is concerned about providing necessary equipment to make the complex effective. Stacey Noonan explained that in order for the rink to break even, it is necessary to look beyond ice programs. Food is the *cash cow*. Acquiring kitchen equipment and lifts is important. The City received a grant for flooring for special events, but a lift is needed to move it. She explained that she would have prioritized these two items earlier but any excess capital went toward the reverse osmosis system to get the rink up and running. Jim Hier expressed his desire to meet with the City Manager to gain a better understanding of his position with regard to budget policies as opposed to practicalities. Marianne Cone encouraged the use of indigenous planting materials. Joe Kernan acknowledged Ms. Noonan's comment about looking beyond ice for added revenue.

3. Quinns Wind Turbine Update. Alison Butz indicated that Council discussed wind power at Quinns in June and at that time, staff was directed to proceed with LMC amendments to allow for wind turbines in the ROS Zone. The Planning Commission will be reviewing this the end of September with the recommendation that wind turbines are subject to conditional use permits to examine height, setbacks and/or impacts like noise. She explained that this process is similar to practices in other communities. In June, Council also expressed interest in locating the turbines in the highest wind potential areas. Staff met with Utah Clean Energy on site and looked at two options, including an area on the spine of the hill behind the ice sheet (hill site location). Council also desired to relate the power produced by the turbine to a specific application. The Zamboni was identified, but it requires a significant amount of power to recharge its batteries at 48 KWh per day. By comparison, each wind turbine produces about 13 KWh per day. Council can consider installing more than one turbine and she referred to elevations illustrating different scenarios. She explained that the need for guide wires on wind turbines installed on light posts at the fields makes that option unfeasible. The price per unit is about \$10,000 for a total of \$30,000. Staff will proceed with a conditional use application as well as a request for proposals for installation of the turbines. Discussion ensued regarding possible locations to capture maximum wind power.

Mayor Williams expressed that his preference is to pursue a location with the highest potential and preferred the knoll behind the rink. With regard to arguments to protect the view shed, he pointed out that the turbines will be dwarfed by the light standards. Marianne Cone indicated her support of Option 2 and there was discussion about the potential of using adjacent properties not owned by the City. Roger Harlan believed the turbines should be placed in the best power generating locations or Option 1. There was discussion about testing wind in different locations before making a decision. Joe

Kernan suggested that a wind turbine be accessible to the public by trail so that it can be used as an educational tool. There was consensus to test the wind for six months at three locations. Mayor Williams advised Council of a newly formed wind group who will begin conducting anemometer testing work throughout the County. Tom Bakaly interjected that members would have the testing data concurrent with the budget discussion in the spring.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 14, 2006**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, September 14, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Brooks Robinson, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan disclosed that Talisker and Park City Mines Company are recycling customers.

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

Michael John, Steins Eriksen Lodge shuttle driver, urged Council to consider a new approach to winter *Main Street madness*. He suggested designating one side of the street to drop off guests and the other for picking them up. Currently there are delays because of stopped vehicles. Council members indicated an interest in exploring the suggestion and Jim Hier added that the HMBA should be involved.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 17, 2006 AND AUGUST 24, 2006

Jim Hier made a correction to the memorandum of closed session for the meeting of August 24. Marianne Cone, "I move we approve the work session notes and minutes of the meetings of August 17, 2006 and August 24, 2006, as corrected". Candace Erickson seconded. Motion unanimously carried.

V RESIGNATIONS AND APPOINTMENTS

Appointments to the Art Advisory Board: four members for two year terms expiring June 30, 2008; and one member to fill an unexpired term to June 30, 2007 – The Mayor requested a motion to appoint Rhoda Stauffer, Puggy Holmgren, Chelsea Deckert, Hilary Nitka, and Mary Anne Neumeister. Marianne Cone clarified that Ms. Holmgren will be filling the one year unexpired term. Jim Hier, "I so move". Marianne Cone seconded. Motion unanimously carried.

VI CONSENT AGENDA PUBLIC HEARINGS

1. Continuation of hearing on Ordinance – 101 Prospect Street Subdivision plat amendment (motion to continue to October 19, 2006) – The Mayor requested a

motion to continue. Roger Harlan, "I so move". Candace Erickson seconded. Motion unanimously approved.

2. Continuation of hearing on Ordinance approving the Silver Baron Lodge, Phase II Condominium Record of Survey Plat located at 2800 Deer Valley Drive East, Park City, Utah – Brooks Robinson explained that the building is currently under construction. The Planning Commission forwards a positive recommendation on this project which creates 25 condominium units, totaling 124 out of the 125 allowed under the original conditional use permit and utilizes an additional 20.25 unit equivalents for 114.91 out of the 115 that have been approved over time. The remnant of .09 unit equivalents or 180 square feet can not be transferred to any other project. Courchevel Condominiums disputed the transfer of density and there is a finding of fact included in the Ordinance that if a court invalidates the transfer, the approval is void. In response to a question from Jim Hier regarding legal risk, Mark Harrington stated that there is an indemnification agreement in place protecting the City. The Mayor opened the public hearing and with no comments, closed it.

3. Ordinance approving the Iron Canyon Subdivision Lot 4 Plat Amendment, located at 2409 Iron Mountain Drive, Park City, Utah – Brooks Robinson clarified that this application is a request from an existing home owner to bring his residence in conformance with the building pad to accommodate a small addition to his garage. The Planning Commission forwards a positive recommendation as outlined in the Ordinance. The Mayor invited the audience to comment and hearing no input, closed the public hearing.

4. Ordinance approving the 5th Amended Condominium Record of Survey for The Knoll at Silver Lake Phase I, located at 7915 and 7895 Royal Street, Park City, Utah – Mr. Robinson stated that the amendment affects the record of survey for Units 2 and 4. These are very minor increases in square footage and parking requirements remain the same. The Planning Commission forwards a positive recommendation. The public hearing was opened and with no comments, was closed.

5. Ordinance approving a one-year extension of a plat amendment to combine Lots 1-3, Block 30 of the Snyders Addition to the Park City Survey into one lot of record located at 819 Empire Avenue, Park City, Utah – Planner Brooks Robinson explained that the request is provide another year to record the plat. The property is immediately adjacent to the Sweeney project and the owners would like an opportunity to see how that project unfolds and is ultimately platted. The Mayor opened the public hearing and with no comments, closed the hearing.

VII CONSENT AGENDA

Jim Hier, "I move approval of Consent Agenda Items 1 through 4". Marianne Cone seconded. Motion unanimously carried.

1. Ordinance approving the Silver Baron Lodge, Phase II Condominium Record of Survey Plat located at 2800 Deer Valley Drive East, Park City, Utah – See staff report and public hearing.
2. Ordinance approving the Iron Canyon Subdivision Lot 4 Plat Amendment, located at 2409 Iron Mountain Drive, Park City, Utah - See staff report and public hearing.
3. Ordinance approving the 5th Amended Condominium Record of Survey for The Knoll at Silver Lake Phase I, located at 7915 and 7895 Royal Street, Park City, Utah - See staff report and public hearing.
4. Ordinance approving a one-year extension of a plat amendment to combine Lots 1-3, Block 30 of the Snyders Addition to the Park City Survey into one lot of record located at 819 Empire Avenue, Park City, Utah - See staff report and public hearing.

VIII NEW BUSINESS

Memorandum of Understanding with United Park City Mines Company and the Leo – Rhea Partnership for release of mining claims on Gambel Oak Park in exchange for two payments in the total amount of \$2 million by Park City Municipal Corporation – See staff report. Marianne Cone, “I move that we enter into a memorandum of understand with United Park City Mines Company and Leo – Rhea Partnership for release of mining claims on Gambel Oak Park in exchange for two payments in the total amount of \$2 million by Park City Municipal Corporation”. Candace Erickson seconded. Motion unanimously carried.

IX ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4 p.m. Members in attendance were Mayor Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Tom Daley, Assistant City Attorney; Jerry Gibbs, Public Works Director; and Myles Rademan, Public Affairs Director. Candace Erickson, “I move to close the meeting to discuss property and personnel”. Roger Harlan seconded. Motion carried unanimously. The meeting opened at approximately 4:50 p.m. Roger Harlan, “I move to open the meeting”. Jim Hier seconded. Motion unanimously carried. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

City Council Staff Report



Author: Ray Milliner
Subject: LOT 5 IRON CANYON
Date: September 28, 2006
Type of Item: Plat Amendment

PLANNING DEPARTMENT

SUMMARY RECOMMENDATIONS

Staff recommends the City Council hold a public hearing for the Plat Amendment for Lot 5 of the Iron Canyon Subdivision and forward a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

TOPIC

Project Name: Plat Amendment for Lot 5 of the Iron Canyon Sub.
Applicant: Scott Jaffa
Location: 2414 Iron Canyon Drive
Zone: Residential Density (RD)
Reason for Application Modifications to Platted Building Pads Require a Plat Amendment

BACKGROUND

On July 18, 2006 the applicant submitted a complete application to amend the platted building pad on Lot 5 of the Iron Canyon Subdivision. There is a platted 4,000 square foot rectangular building pad on the lot that defines the parameters in which a building can be constructed. The applicant desires to build a single family home on the vacant property that does not fit within the platted building pad. In order to build the home, an amendment to the platted building pad is required.

The Planning Commission heard this application at its regular meeting on September 13, 2006, and forwarded a positive recommendation to City Council.

ANALYSIS

The property is located in the RD zone. The applicant is seeking to modify the location and configuration of the existing building pad in order to accommodate a building pad for a proposed single family home that does not fit within the existing pad. There are a number of existing single family homes in the neighborhood with building footprints that are similar in size and scale to the applicant's proposal (ranging from 4,000 square feet to 12,000 square feet of total building size). The applicant has moved the proposed pad forward in order to preserve an existing stand of trees that will provide screening from adjacent properties.

The applicant is proposing that the overall square footage of the building pad increase from the existing 4,000 square feet to 4,203 square feet. No other changes are proposed to the subdivision plat.

Staff finds that the proposed plat amendment would be consistent with the pattern of development in the neighborhood.

Land Management Code Compliance

	Permitted	Proposed
Height	33' above existing	33 feet. Complies
Front setback	20'	20 feet.
Rear setback	15'	Greater than 15' Complies
Side setbacks	12'	Greater than 12' Complies
Building Pad	4,000 square feet	4,203 square feet, requesting amendment
Parking	2	2

NOTICE

The property was posted and notice was mailed to property owners within 300 feet on August 23, 2006. Legal notice was also published in the Park Record.

PUBLIC INPUT

No public input was received at the Planning Commission meeting.

ALTERNATIVES

1. The City Council may approve the Plat Amendment for Lot 5 of the Iron Canyon Subdivision as conditioned or amended, or
2. The City Council may deny the Plat Amendment for Lot 5 of the Iron Canyon Subdivision and direct staff to make Findings for this decision, or
3. The City Council may continue the discussion the Plat Amendment for Lot 5 of the Iron Canyon Subdivision.

SIGNIFICANT IMPACTS

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

CONSEQUENCES OF NOT TAKING ACTION

The property will remain as platted and the proposed home cannot be built.

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve the Plat Amendment for Lot 5 of the Iron Canyon Subdivision based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

EXHIBITS

Exhibit A – Proposed Ordinance
Exhibit B – Proposed Subdivision

Ordinance No. 06-

**AN ORDINANCE APPROVING THE PLAT AMENDMENT FOR LOT 5 OF THE IRON
CANYON SUBDIVISION LOCATED AT
2414 IRON CANYON DRIVE, PARK CITY, UTAH**

WHEREAS, the owner of the property known as 2414 Iron Canyon Drive has petitioned the City Council for approval of the Plat Amendment for Lot 5 of the Iron Canyon Subdivision; 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 13, 2006 the Planning Commission held a public hearing to receive public input on the proposed Subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on September 28, 2006 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, the proposed plat amendment allows the property owner to amend the platted building pad of the property: and

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

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

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

1. The property is located in Residential Density (RD) zone.
2. The RD zone is a residential zone characterized by a mix of contemporary residences, and condominiums.
3. The applicant is requesting a modification to the location and configuration of the platted building pad for lot 5 Iron Canyon Subdivision, addressed as 2414 Iron Canyon Drive.
4. The existing platted building pad for lot 5 is 4,000 square feet in size.
5. The applicant is requesting a modified building pad of 4,203 square feet.
6. There is an existing stand of trees in the current location of the building pad.
7. If the building pad is relocated, the existing stand of trees will be preserved.
8. The proposed amendment will not result in any further changes to the Iron Canyon Subdivision plat. This plat amendment will enable the applicant to build

a single family home that is similar in size, scale, and design to other existing homes in the neighborhood.

9. The proposed plat amendment is be consistent with the pattern of development in the neighborhood.
10. The property has frontage on Iron Canyon Drive.
11. No remnant lots will be created as a result of this application

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

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

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval are a condition precedent to recording the plat.
2. All other conditions of approval and platted requirements for the Iron Canyon Subdivision will continue to apply.
3. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

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

PASSED AND ADOPTED this 28th day of September 2006.

PLAT AMENDMENT
LOT 5 OF IRON CANYON SUBDIVISION
 Lying WITHIN THE SOUTHWEST QUARTER OF
 SECTION 5, TOWNSHIP 2 SOUTH, RANGE 4 EAST
 SALT LAKE BASE & MERIDIAN
 STANLEY COUNTY, UTAH



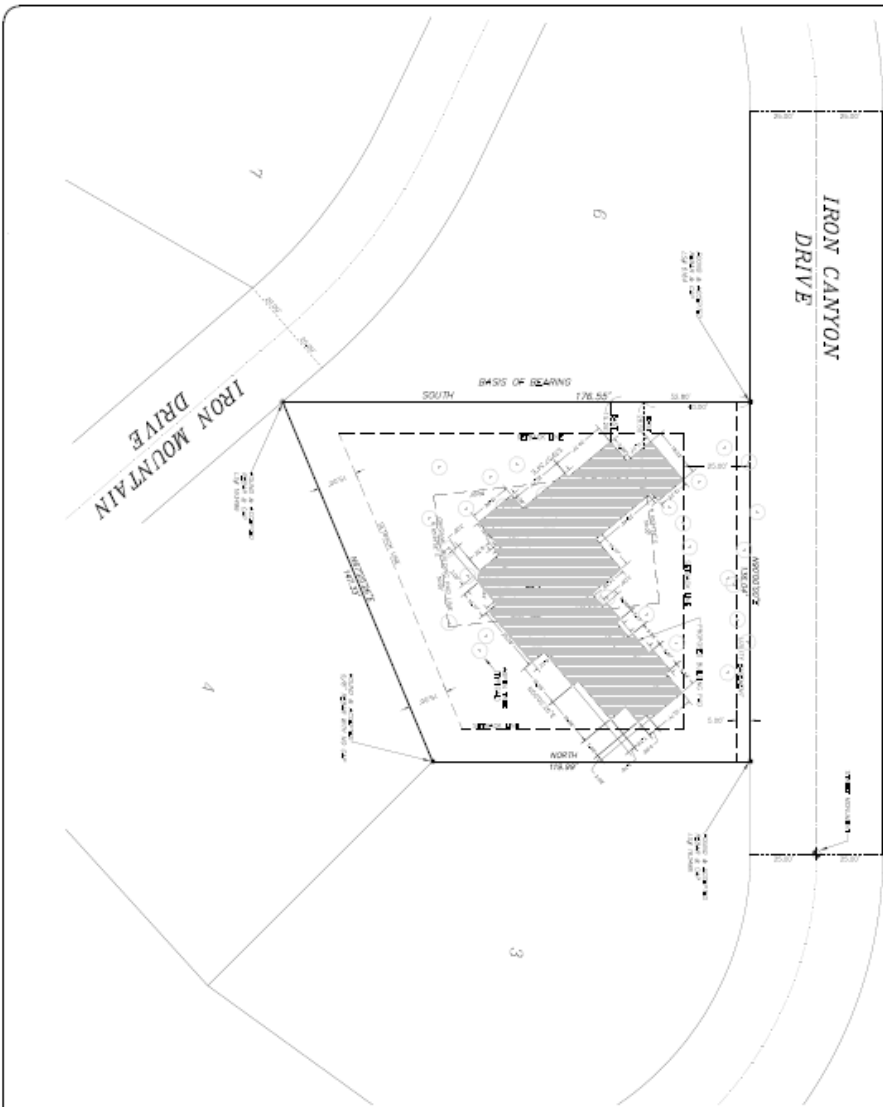
THE STATE OF UTAH, COUNTY OF STANLEY, BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

 Notary Public

WITNESSES:

RECORDED



CITY COUNCIL APPROVAL I HEREBY APPROVE OF THE CITY ENGINEER'S REPORT AND THE CITY ENGINEER'S RECOMMENDATION. _____ Mayor	CITY ENGINEER I HEREBY APPROVE OF THE CITY ENGINEER'S REPORT AND THE CITY ENGINEER'S RECOMMENDATION. _____ City Engineer	CITY PLANNING COMMISSION I HEREBY APPROVE OF THE CITY ENGINEER'S REPORT AND THE CITY ENGINEER'S RECOMMENDATION. _____ Chairman	SEWER DISTRICT APPROVAL I HEREBY APPROVE OF THE CITY ENGINEER'S REPORT AND THE CITY ENGINEER'S RECOMMENDATION. _____ Chairman	APPROVAL AS TO FORM I HEREBY APPROVE OF THE CITY ENGINEER'S REPORT AND THE CITY ENGINEER'S RECOMMENDATION. _____ City Engineer	RECORDED _____ _____	PARK CITY SURVEYING P.O. BOX 2053, PARK CITY, UTAH 84302 (435) 766-1000 FAX (435) 766-1001
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City Council Staff Report

Special Events and
Facilities Department

Author: Max J. Paap
Subject: Fall Family Fest
Date: September 28, 2006
Type of Item: Administrative – Master Festival License

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing, and approve the license for the Fall Family Fest, as conditioned, on October 7, 2006 to be held at the Park City Ice Arena & Sports Complex.

Description:

Topic:

Review the Master Festival License Application, submitted by the Youth Winter Sports Alliance, for the Fall Family Fest on October 7, 2006.

Background:

The Youth Winter Sports Alliance submitted an application requesting a Master Festival License to hold an event to inform the community of the many winter sporting opportunities in Park City at the Park City Ice Arena & Sports Complex. The event would run from 12:00 pm-6:00 pm on Saturday, October 7, 2006.

The Fall Family Fest is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:

The event organizers have requested to hold their event on October 7, 2006. The event would begin at 12:00 pm at the Park City Arena & Sports Complex and conclude at 6:00 pm. This application is being reviewed as a Master Festival License due to the request for amplified music, and use of City property.

Indoor Activities

Indoor activities will include sign-up tables for the various on-ice disciplines that are offered at the arena. Demonstrations of the various skating and ice disciplines will be offered and free open skating will be offered to the public. The organizers have met

with PCMC staff to ensure that all events that occur will not adversely affect public safety.

Outdoor Activities

Outdoor activities will include a chili cook-off, amplified music, beer garden, children's games, pumpkin painting, and athletic demonstrations. Activities will be conducted on the fields that are completed and use of the parking lot adjacent to the arena.

Parking

Parking for this event can be accommodated completely on-site. The organizer has made provisions for any ADA spaces that may be needed and provided a drop-off space near the arena. The organizer has also agreed to staff the parking areas to ensure maximum use and safety.

Department Review:

All applicable departments have reviewed the Fall Family Fest and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Fall Family Fest as described. This is staff's recommendation

Deny the Request:

Deny the Master Festival License, preventing the addition of the Fall Family Fest to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information

Significant Impacts:

Park City has held many similar events to the Fall Family Fest. The activities will be contained within described venues and will conclude by 6:00pm.

Consequences of not taking the recommended action:

The Fall Family Fest would not take place.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival License for the Fall Family Fest on October 7, 2006 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Fall Family Fest will be held Saturday, October 7, 2006. The event will last from 12:00 pm to 6:00 pm and will occur at described locations.

2. Parking for the anticipated crowd of 750 people can be accommodated with the existing parking in and around the venue. The conduct of the Fall Family Fest will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The event is oriented towards families and youth. The events associated with the Fall Family Fest will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held at the Park City Ice Arena & Sports Complex. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. One other Master Festival and Special Event License has been issued for October 7, 2006. The Showdown on Main Street will take place on Lower Main Street. The Fall Family Festival will not substantially interfere with the logistics and venue for the Showdown on Main for which a license has already been granted and with the provision of City services in support of other such events or governmental functions based on the following:
 - a) The Showdown on Main will take place on lower Main Street. The Fall Family Festival will be at the Park City Ice Arena and Sports Complex.
 - b) The Showdown on Main runs from 9:00 am-7:00 pm. The Fall Family Festival runs from 12:00 pm-6:00 pm.
 - c) Attendance projections are as follows: Showdown on Main - 100; Fall Family Festival- 750.
 - d) All events have their own venues and all people and all activities associated with each event will be contained to their own area. All public personnel, equipment, and /or transportation services at the event have been coordinated with adequate time to insure there is no negative impact to those services in town; and
 - e) Attendee parking for the Showdown on Main will be accommodated within the China Bridge parking structure, on-street parking, or private parking lots. Fall Family Festival parking will be accommodated on-site.
6. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. Applicants shall provide proof of liability insurance in the amount of two million dollars (\$2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by October 2, 2006.

Attachments

Exhibit A- Applicant's Summary of Activities

Exhibit A-

PARK CITY MUNICIPAL CORPORATION SPECIAL EVENT AND MASTER FESTIVAL LICENSE EVENT APPLICATION-PART i

A completed electronic copy submitted to the Special Events Department is required.



Special Events and Facilities
Department
435.615.5150
specialevents@parkcity.org

APPLICATION FORM

Part I of the application form (pages 1 and 2) must be completed and submitted to the Special Events Department no less than 90 days prior to a Master Festival or no less than 60 days prior to a Special Event. Part II of the application form (pages 3-6) which are more comprehensive, must be submitted 45 days before all events. Parts I and II of the application must be sent electronically to the Special Events Department at specialevents@parkcity.org. The application will be reviewed by the Special Events Department and compared to master calendar for date availability. Applicant must schedule a meeting with City Staff 30 days prior to the event to review logistics. Granting of the permit is not guaranteed.

EVENT NAME: Fall Family Fest "Get to Know the Snow and Ice"

EVENT DATE(S): October 7, 2006

EVENT TIME(S): noon - 6pm

EVENT LOCATION(S): *Please describe in detail the exact location(s)*
Park City Ice Arena & Sports Complex

ANTICIPATED ATTENDANCE: 750

EVENT DESCRIPTION: *Please describe in detail the activities associated with the event*
A festival to introduce the community to winter sporting opportunities through exhibits, demonstrations and hands on practice. The Fest will also include a chili cook-off, music, beer gardens, games, and pumpkin painting.

APPLICANT: *(name of organization)* Youth Winter Sports Alliance

CONTACTS

Event Manager: Joel Fine
Mailing Address: P.O. Box 750 Park City, UT 84068

Phone: 435 649-3000
Cell Phone: 435 901-2171
E-Mail: joel@FineProperty.com

Fax: 435 647-3236

Assistant Event Manager: Stacey Noonan
Mailing Address: 950 Wild Rose Drive, Francis, UT 84060
Phone: 435 615-5701
Cell Phone: 435 6470-9217
E-Mail: snoonan@parkcity.org

TYPE OF EVENT: *to be confirmed by the Special Events Department*

☒ **Master Festival;** *(If even one box is checked, the event is automatically a Master Festival)*

A public event which any one of the following:

- ☒ attraction of large crowds, (Over 500)
- ☐ street closure,
- ☒ use of City park, building or property,
- ☐ use of off-site parking facility,
- ☒ use of amplified music.

☐ **Special Event;**

A private or public event, which creates significant public impacts through:
☐ causes significant public impacts via disturbance, crowd, traffic/parking,
☐ disruption of the normal routine of the community or affected neighborhood,

- ☒ necessitates temporary business or liquor licensing
- ☒ event signs, visible from public property
- ☒ temporary structures

CITY SERVICES

- request for street closure(s)? ☐yes ☒no
if yes, then list street(s) and closure time and date:
- request for closure of or access to any public parking spaces? ☒yes ☒no
if yes, then list lot and closure times and dates: 10/7/06 portion of the lot closest to the rink.
if yes, complete and attach [Request for Special Use of Public Parking](#) form.
- request for use of any City owned bleachers? ☒yes ☐no

SALES AND FOOD VENDING

- will there be beer, wine and/or liquor sales during the event? ☒yes ☐no
if yes, have you filed a [Beer and Liquor License Application](#) with Park City Finance Department? ☐yes ☒no
if yes, have you filed a [Single Event or Temporary Beer Permit](#) application w/ UDABC? ☐yes ☒no

APPLICATION FEES

All new applications require a \$100 processing fee, all applications for returning events require a \$50 application fee, due at the time of application. Additional fees for other services, including Health Department and Fire Department, will be estimated and provided to the applicant. A final bill for services will be delivered to the applicant approximately two weeks after the event concludes. Please remit application check to:

Park City Municipal Corporation
Attn: Special Events and Facilities
P.O. Box 1480
Park City, UT 84060

INSURANCE

Park City Municipal requires proof of liability insurance in the amount of two million dollars (\$2,000,000) or more, and applicant shall further name Park City Municipal Corporation as an additional insured. This must be submitted 10 days prior to the event.



City Council Staff Report

Special Events and
Facilities Department

Author: Max J. Paap
Subject: Park City Dirt Jump Jam
Date: September 28, 2006
Type of Item: Administrative – Master Festival License

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing, and approve the license for the Park City Dirt Jump Jam on October 14, 2006.

Description:

Topic:

Review the Master Festival License Application, submitted by the Park City Recreation Department, for a bicycle jumping event at the Park City Dirt Jump Park on October 14, 2006.

Background:

The Park City Recreation Department submitted an application requesting a Master Festival License to hold a bicycle jumping event on Saturday, October 14th at the Park City Dirt Jump Park. The event would run from 11:00 am to 2:00 pm. The event includes a jumping exhibition, an opportunity for local riders to ride along with professional dirt jumpers, and amplified music.

The Park City Dirt Jump Jam is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:

The event organizers have requested to hold their event on October 14, 2006. The event would begin at 11:00 am at the Park City Dirt Jump Park with a jumping exhibition and competition and a DJ playing amplified music. This application is being reviewed as a Master Festival License due to its location on City property and the request to temporarily exceed noise regulations.

Dirt Jump Park Activities

The event will provide an opportunity for local riders to ride along side some professional jumpers and increase the awareness and importance of having a park of this nature in our community. The activity in the park will be similar to what is seen during the Summer Skate Series at City Park Skatepark. The activities in the park will begin at 11:00pm and will conclude by 2:00pm.

Parking

Parking for the anticipated crowd size can be accommodated within the Dirt Jump Park and spectators and participants will be encouraged to ride their bicycles to the event.

Department Review:

All applicable departments have reviewed the Park City Dirt Jump Jam and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Park City Dirt Jump Jam to occur as described.

Deny the Request:

Deny the Master Festival License, preventing the addition of the Park City Dirt Jump Jam to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information

Significant Impacts:

City Park has held many similar events to the Park City Dirt Jump Jam. The activities will be contained within the venue and will conclude by 2:00 pm.

Consequences of not taking the recommended action:

The Park City Dirt Jump Jam would not take place.

RECOMMENDATION:

Review the Master Festival License application, conduct a public hearing, and approve the license for the Park City Dirt Jump Jam on October 14, 2006, based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Park City Dirt Jump Jam will be held Saturday, October 14, 2006. The event will last from 11:00 am to 2:00 pm and will occur in the Park City Dirt Jump Park.
2. Parking for the anticipated crowd of 75 people can be accommodated within the existing parking in the park and with the encouragement of all event goers to ride to the event. The conduct of the Park City Dirt Jump Jam will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The event is oriented towards families and youth. The event will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held in the Park City Dirt Jump Park. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. No other Master Festival and Special Event License has been issued for October 14, 2006.
6. The organizer will provide adequate insurance for the event.

7. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. The applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

Attachments

Exhibit A – Applicant's Summary of Activities

PARK CITY MUNICIPAL CORPORATION SPECIAL EVENT AND MASTER FESTIVAL LICENSE EVENT APPLICATION-PART i

A completed electronic copy submitted to the Special Events Department is required.



Special Events and Facilities
Department
435.615.5150
specialevents@parkcity.org

APPLICATION FORM

Part I of the application form (pages 1 and 2) must be completed and submitted to the Special Events Department no less than 90 days prior to a Master Festival or no less than 60 days prior to a Special Event. Part II of the application form (pages 3-6) which are more comprehensive, must be submitted 45 days before all events. Parts I and II of the application must be sent electronically to the Special Events Department at specialevents@parkcity.org. The application will be reviewed by the Special Events Department and compared to master calendar for date availability. Applicant must schedule a meeting with City Staff 30 days prior to the event to review logistics. Granting of the permit is not guaranteed.

EVENT NAME: Park City Dirt Jump Jam

EVENT DATE(S): October 14th

EVENT TIME(S): 11:00am-2:00pm

EVENT LOCATION(S): *Please describe in detail the exact location(s)*
Park City Dirt Jump Park

ANTICIPATED ATTENDANCE: 100 People

EVENT DESCRIPTION: *Please describe in detail the activities associated with the event*

We will be having some local and professional dirt jumpers riding alongside the up and coming riders in the area. With the help of professional rider Chris Van Dine and some of his sponsors, we will have giveaways to pass out for such awards as best trick and best line. There will be a DJ playing music during the event as we do for the local skateboard series competitions. This is a free event for the public and we are hoping this event will continue to increase the local awareness and importance of having a park of this nature.

APPLICANT: *(name of organization)* Park City Recreation

CONTACTS

Event Manager: Tate Shaw

Mailing Address: P.O. Box 1480 Park City, UT 84060

Phone: 435-615-5418

Fax: 435-615-4908

Cell Phone: 435-714-2372

E-Mail: tshaw@parkcity.org

Assistant Event Manager:

Mailing Address:

Phone:

Fax:

Cell Phone:

E-Mail:

TYPE OF EVENT: to be confirmed by the Special Events Department

☒ **Master Festival;** (If even one box is checked, the event is automatically a Master Festival)

A public event which any one of the following:

☐ attraction of large crowds, (Over 500)

☐ street closure,

☒ use of City park, building or property,

☐ use of off-site parking facility,

☒ use of amplified music.

☐ **Special Event;**

A private or public event, which creates significant public impacts through:

☐ causes significant public impacts via disturbance, crowd, traffic/parking,

☐ disruption of the normal routine of the community or affected neighborhood,

☐ necessitates temporary business or liquor licensing

☐ event signs, visible from public property

☐ temporary structures

CITY SERVICES

- request for street closure(s)? ☐yes ☒no
if yes, then list street(s) and closure time and date:
- request for closure of or access to any public parking spaces? ☐yes ☒no
if yes, then list lot and closure times and dates:
if yes, complete and attach [Request for Special Use of Public Parking](#) form.
- request for use of any City owned bleachers? ☐yes ☐no

SALES AND FOOD VENDING

- will there be beer, wine and/or liquor sales during the event? ☐yes ☒no
if yes, have you filed a [Beer and Liquor License Application](#) with Park City Finance Department? ☐yes ☐no
if yes, have you filed a [Single Event or Temporary Beer Permit](#) application w/ UDABC? ☐yes ☐no

APPLICATION FEES

All new applications require a \$100 processing fee, all applications for returning events require a \$50 application fee, due at the time of application. Additional fees for other services, including Health Department and Fire Department, will be estimated and provided to the applicant. A final bill for services will be delivered to the applicant approximately two weeks after the event concludes. Please remit application check to:

Park City Municipal Corporation
Attn: Special Events and Facilities
P.O. Box 1480
Park City, UT 84060

INSURANCE

Park City Municipal requires proof of liability insurance in the amount of two million dollars (\$2,000,000) or more, and applicant shall further name Park City Municipal

Corporation as an additional insured. This must be submitted 10 days prior to the event.

City Council Staff Report



Author: Max J. Paap
Subject: Park City Harley-Davidson Open House
Date: September 28, 2006
Type of Item: Administrative – Master Festival License

Special Events and
Facilities Department

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing, and approve the license for the Harley-Davidson Open House, as conditioned, on October 8, 2006 at the Brew Pub parking lot.

Description:

Topic:

Review the Master Festival License Application, submitted by Intermountain Harley-Davidson, for the Harley-Davidson Open House on October 8, 2006.

Background:

Intermountain Harley-Davidson submitted an application requesting a Master Festival License to hold an open house to announce the arrival of their new dealership on Main Street. The event would take place in the Brew Pub lot and run from 11:00 am until 4:00 pm.

The Harley-Davidson Open House is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:

The event organizers have requested to hold their event on October 8, 2006. The event would begin at 11:00 am at the Brew Pub lot and conclude at 4:00 pm. The promoter is expecting approximately 450 participants. This application is being reviewed as a Master Festival License due to the request to use City property.

Main Street Activities

Main Street activities would include an outdoor barbeque and motorcycle parking in the Brew Pub parking lot. An open house would also be conducted at the new Harley-Davidson store at 324 Main Street. The organizers have met with PCMC staff to ensure that all events that occur will not adversely affect public safety.

Parking

Parking for the event can be easily accommodated with use of the China Bridge parking structure, the Swede Alley surface lots, or Main Street pay and display spaces. The

applicant has also requested to purchase east side Main Street parking from 324 Main, south to the Brew Pub.

Department Review:

All applicable departments have reviewed the Harley-Davidson Open House event and their comments have been incorporated within the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Harley-Davidson Open House as described. This is staff's recommendation

Deny the Request:

Deny the Master Festival License, preventing the addition of the Harley-Davidson Open House to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information

Significant Impacts:

Park City has held many similar events to the Harley-Davidson Open House. The activities will be contained within described venues and will conclude by 4:00pm.

Consequences of not taking the recommended action:

The Harley-Davidson Open House would not take place.

Recommendation:

Staff recommends the City Council conduct a public hearing, and approve a Master Festival License for the Harley-Davidson Open House on October 8, 2006 based on the following Findings of Fact, Conclusions of Law, Conditions of Approval.

Findings of Fact:

1. The Harley-Davidson Open House takes place on October 8, 2006 starting at 11:00 am until 4:00 pm and will occur at described locations.
2. Parking for the anticipated crowd of 450 will be accommodated with the existing parking in and around the venue. The conduct of the Harley-Davidson Open House will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The events associated with the Harley-Davidson Open House will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will take place in and around the Brew Pub parking lot. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. The event will not interfere with police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety

services.

6. No other Master Festival and Special Event License has been issued for October 8, 2006.
7. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

1. The applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. Applicants shall provide proof of liability insurance in the amount of two million dollars (\$2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. All plans for tents, stages, and other temporary structures shall be submitted to the Building Department for review and permitted by October 6, 2006.

Attachments

Exhibit A- Applicant's Summary of Activities

Exhibit A-

PARK CITY MUNICIPAL CORPORATION SPECIAL EVENT AND MASTER FESTIVAL LICENSE EVENT APPLICATION-PART I

A completed electronic copy submitted to the Special Events Department is required.



Special Events and Facilities
Department
435.615.5150
specialevents@parkcity.org

APPLICATION FORM

Part I of the application form (pages 1 and 2) must be completed and submitted to the Special Events Department no less than 90 days prior to a Master Festival or no less than 60 days prior to a Special Event. Part II of the application form (pages 3-6) which are more comprehensive, must be submitted 45 days before all events. Parts I and II of the application must be sent electronically to the Special Events Department at specialevents@parkcity.org. The application will be reviewed by the Special Events Department and compared to master calendar for date availability. Applicant must schedule a meeting with City Staff 30 days prior to the event to review logistics. Granting of the permit is not guaranteed.

EVENT NAME: Park City Harley-Davidson Open House Event

EVENT DATE(S): 10/7-8/2006

EVENT TIME(S): 12-4P

EVENT LOCATION(S): *Please describe in detail the exact location(s)*

ANTICIPATED ATTENDANCE: Approximatley 400 people from 12p-4p. Please see attached letter

EVENT DESCRIPTION: *Please describe in detail the activities associated with the event*
Please see attached letter

APPLICANT: *(name of organization)* Intermountain Harley-Davidson

CONTACTS

Event Manager: Brian Brown
Mailing Address: 2928 South State Street
Phone: 801-487-4647
Cell Phone: 801-898-2159
E-Mail: bbrown@harley-davidsonslc.com

Fax: 801-484-4995

Assistant Event Manager: n/a
Mailing Address:
Phone:
Cell Phone:
E-Mail:

Fax:

TYPE OF EVENT: *to be confirmed by the Special Events Department*

☐ **Master Festival;** *(If even one box is checked, the event is automatically a Master Festival)*

A public event which any one of the following:

- ☐ attraction of large crowds, (Over 500)
- ☐ street closure,
- ☐ use of City park, building or property,
- ☐ use of off-site parking facility,
- ☐ use of amplified music.



Special Event;

A private or public event, which creates significant public impacts through:

- ☐ causes significant public impacts via disturbance, crowd, traffic/parking,
- ☐ disruption of the normal routine of the community or affected neighborhood,
- ☐ necessitates temporary business or liquor licensing
- ☐ event signs, visible from public property
- ☐ temporary structures

CITY SERVICES

- request for street closure(s)? ☐yes ☒no
if yes, then list street(s) and closure time and date:
- request for closure of or access to any public parking spaces? ☐yes ☒no
if yes, then list lot and closure times and dates:
if yes, complete and attach [Request for Special Use of Public Parking](#) form.
- request for use of any City owned bleachers? ☐yes ☒no

SALES AND FOOD VENDING

- will there be beer, wine and/or liquor sales during the event? ☐yes ☒no
if yes, have you filed a [Beer and Liquor License Application](#) with Park City Finance Department? ☐yes ☐no
if yes, have you filed a [Single Event or Temporary Beer Permit application](#) w/ UDABC? ☐yes ☐no

APPLICATION FEES

All new applications require a \$100 processing fee, all applications for returning events require a \$50 application fee, due at the time of application. Additional fees for other services, including Health Department and Fire Department, will be estimated and provided to the applicant. A final bill for services will be delivered to the applicant approximately two weeks after the event concludes. Please remit application check to:

Park City Municipal Corporation
Attn: Special Events and Facilities
P.O. Box 1480
Park City, UT 84060

INSURANCE

Park City Municipal requires proof of liability insurance in the amount of two million dollars (\$2,000,000) or more, and applicant shall further name Park City Municipal Corporation as an additional insured. This must be submitted 10 days prior to the event.



City Council Staff Report

Special Events and
Facilities Department

Author: Max J. Paap
Subject: Showdown on Main
Date: September 28, 2006
Type of Item: Administrative – Master Festival License

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing, and approve the license for the Showdown on Main Street, as conditioned, on October 7, 2006 to be held on Main Street, between Heber Avenue and 9th Street.

Description:

Topic:

Review the Master Festival License Application, submitted by UPC- Utah Pavement Carvers, for the Showdown on Main Street on Main Street on October 7, 2006.

Background:

The Utah Pavement Carvers submitted an application requesting a Master Festival License to hold a "Head- to Head" slalom skateboard competition on lower Main Street. The event would run from 9:00 am-7:00 pm on Saturday, October 7, 2006.

The Showdown on Main Street is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:

The event organizers have requested to hold their event on October 7, 2006. The event would begin at 9:00 am on Lower Main Street. The Main Street activities would conclude at around 7:00 pm. This application is being reviewed as a Master Festival License due to the request for a street closure, amplified music, and use of City property.

Main Street activities

Main Street activities will include the building and set-up of starting ramps near 7th Street and Main Street. A PA system will also be set up at the starting area. The organizer will place bicycle barricades along the course to keep separation of the

spectators and competitors. The organizers have met with PCMC staff to ensure that all events that occur on Main Street will not adversely affect public safety.

Parking

Parking for this event can be accommodated in adjacent private parking structures, on-street parking and the China Bridge parking structure. The organizer has purchased on-street public parking on lower Main Street to establish a safe race course.

Department Review:

All applicable departments have reviewed the Showdown on Main and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Showdown on Main as described. This is staff's recommendation

Deny the Request:

Deny the Master Festival License, preventing the addition of the Showdown on Main to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information

Significant Impacts:

Park City has held many similar events to the Showdown on Main. The activities will be contained within described venues and will conclude by 6:00pm.

Consequences of not taking the recommended action:

The Showdown on Main Street would not take place.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival License for the Showdown on Main on October 7, 2006 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Showdown on Main will be held Saturday, October 7, 2006. The event will last from 9:00 am to 7:00 pm and will occur at described locations.
2. Parking for the anticipated crowd of 100 people can be accommodated with the existing parking in and around the venue. The conduct of the Showdown on Main will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The event is oriented towards families and youth. The events associated with the

Showdown on Main will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.

4. The event will be held on lower Main Street. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. One other Master Festival and Special Event License has been issued for October 7, 2006. The Fall Family Festival will take place at the Park City Ice Arena and Sports Complex. The Showdown on Main will not substantially interfere with the logistics and venue for the Fall Family Festival for which a license has already been granted and with the provision of City services in support of other such events or governmental functions based on the following:
 - a) The Showdown on Main will take place on lower Main Street. The Fall Family Festival will be at the Park City Ice Arena and Sports Complex.
 - b) The Showdown on Main runs from 9:00 am-7:00 pm. The Fall Family Festival runs from 12:00 pm-6:00 pm.
 - c) Attendance projections are as follows: Showdown on Main - 100; Fall Family Festival- 750.
 - d) All events have their own venues and all people and all activities associated with each event will be contained to their own area. All public personnel, equipment, and /or transportation services at the event have been coordinated with adequate time to insure there is no negative impact to those services in town; and
 - e) Attendee parking for the Showdown on Main will be accommodated within the China Bridge parking structure, on-street parking, or private parking lots. Fall Family Festival parking will be accommodated on-site.
6. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. Applicants shall provide proof of liability insurance in the amount of two million dollars (\$2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. Applicant shall notify all adjacent neighbors 48 hours prior to the event.
4. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by October 2, 2006.

Attachments

Exhibit A- Applicant's Summary of Activities

Attachment A-

**PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT AND MASTER FESTIVAL LICENSE
EVENT APPLICATION-PART ii**

A completed electronic copy must be submitted to the Special Events Department 45 days event. Applicant must schedule a meeting with City Staff 30 days prior to the event

EVENT NAME: Showdown on Main Street.



**Special Events and Facilities
Department**
435.615.5150
specialevents@parkcity.org

EVENT DATE(S): Saturday 7th October 2006

TYPE OF EVENT:

- ☐ Special Event
☒ Master Festival

SITE PLAN

A site plan is required 20 days prior to the event and needs to detail and fully describe the following: street closures, signs, supply trucks, barricades, tents, activities, portable toilets, bleachers, other temporary structures, water stations, headquarters, solid waste containers, entrance/exits, and walkways.

LOCATION: Main Street from jct of Main and Heber to jct with DV Drive.
Must include written permission from the private property owner.

ANTICIPATED ATTENDANCE: 100

EVENT TIMES: 8am-6pm

EVENT DESCRIPTION: Skateboard Slalom Racing event.

PARKING FOR EVENT: n/a

- if private property, include written permission from owner.
- will there be transportation services to and from parking lots? ☐yes ☒no
if yes, who is the transportation provider?
if an evening event, will there be lighting in the parking lot? ☐yes ☒no
 - will you be soliciting volunteers for the event? ☒yes ☐no
if yes, describe number of volunteers and general duties. Approx 12 volunteers, mostly picking up downed cones during event.
Depending on duties performed, the City may request a list of volunteers with contact information.

APPLICANT: (name of organization) Utah Pavement Carvers.
☐ profit or ☒ non-profit

CONTACTS

Event Manager: Martin Drayton
Address: PO Box 682890, Park City, Utah 84068
Phone: 435-645-0961 Fax: 435-649-7132
Cell Phone: 435-513-1280
E-Mail: martindrayton@yahoo.co.uk

Assistant Event Manager: Scott Murphy
Address: 9955 S 730 E, Sandy, UT. 84094
Phone: 801-572-0465 Fax: 801-973-9836
Cell Phone: 801-699-0977

E-Mail: Murphy.S@atwoodmobile.com

SALES AND FOOD VENDING

- will there be the sale of merchandise ☐yes ☒no
if yes, describe the items for sale:
- will there be sale of concessions or complementary food ☒yes ☐no
if yes, describe the number of food vendors, types of food to be served, and/or cooking performed on site: Complementary food, sandwiches in wrappers.
if cooking on site please describe types of cooking appliances used (i.e. open flame or electrical):
have the individual vendors filled out the local sales tax form? ☐yes ☐no
has each food vendors received a [Summit County Temporary Food Service Permit](#)?
☐yes ☐no
will there be beer, wine and/or liquor sales during the event? ☐yes ☒no
has the Park City Finance Department approved your [Beer and Liquor License Application](#)? ☐yes ☐no
has the UDABC approved your [Single Event or Temporary Beer Permit](#)?
☐yes ☐no
describe the location, hours and type of containers and control of sales:
do the alcoholic beverage servers have state certified server training?
☐yes ☐no

CITY SERVICES

- request for street closure(s)? ☒yes ☐no
if yes, then list streets and closure times and dates: Main St from Heber Ave down to DV Drive. 7th St and 9th St.
- request for closure of or access to any public parking spaces? ☒yes ☐no
if yes, then list affected parking spaces/areas and closure time and dates: Main St from Heber Ave to DV Drive from 8am to 6pm
- has the Park City Fire District been contacted regarding your event? ☒yes ☐no
list Fire District contact person: Dave Berg, Deputy Fire Marshall.
Park City Fire District may require on-site medical personnel at an additional charge
- do you desire law enforcement services beyond routine periodic patrol? ☐yes ☒no
Park City Police Department may require on-site personnel. The Special Events Department will contact Police Department for determination
- will a separate security company be hired for the event?
if yes, for what purpose?
Name of Company:
Contact Person:
Phone (Cell):

TEMPORARY IMPROVEMENTS, STRUCTURES AND OTHER ITEMS

- using or storing flammable materials, including fuels, gasses? ☐yes ☒no
if yes, [Fire Permit Application](#) must be submitted 20 days prior to the event.
- will you be requesting permits for fireworks? ☐yes ☒no

- if yes, then describe launch site:
time:
- if yes, [Fire Permit Application](#) must be submitted 20 days prior to the event.
- any electrical needs? ☐yes ☒no
if yes, [Fire Permit Application](#) must be submitted 20 days prior to the event.
 - list the number of trash containers and dumpsters at the location:
will additional trash containers and dumpsters be rented? ☐yes ☒no
if yes, how many:
name of provider:
phone number:
installation date and time:
removal date and time:
 - provide the number and description of existing toilets at the location: Located in lower Town Lift Plaza.
will portable toilets be rented? ☐yes ☒no
if yes, how many :
locations:
name of provider:
phone number:
installation date and time:
removal date and time:
 - will there be temporary signs for event? ☐yes ☐no
if yes, list your anticipated signage needs:
please attach a sign plan stating location and sizes of all signs.
 - will there be temporary structures such as:

☐ bleachers	☒ generators
☒ tents <200 sq/ft	☐ other electrical needs
☐ tents >200 sq/ft	☐ temporary lighting
☐ stage	☐ other:
☐ trailers	
☐ inflatables	

 if yes, [Fire Permit Application](#) or [Electrical Permit Application](#) and associated material must be submitted 20 days prior to the event .
 - will there be animals present at gathering? ☐yes ☒no
if yes, attach the plan to address nuisances or health hazards associated with the animals.
 - will there be the installation of antenna for communications? ☐yes ☒no
if yes, attach the site plan and specifications of antenna attached

INSURANCE

Park City Municipal requires proof of liability insurance in the amount of two million dollars (\$2,000,000) or more, and applicant shall further name Park City Municipal Corporation as an additional insured. This must be submitted 10 days prior to the event.

EVENT LOGISTIC MEETING

Have you scheduled a meeting with the Special Events Department to take place 30 days prior to the event? ☒yes ☐no

EVENT RESOURCE LIST:

PARK CITY CHAMBER/BUREAU- 435.649-6100

WWW.PARKCITYINFO.COM

PARK CITY FIRE DISTRICT- 435.649-6706

sdansie@pcfd.org

PARK CITY MUNICIPAL CORPORATION- 435.615-5150

WWW.PARKCITY.ORG

SUMMIT COUNTY HEALTH DEPT.- 435.336.3234

WWW.SUMMITCOUNTYHEALTH.ORG

UDABC- 801.977-6800

WWW.ALCBEV.STATE.UT.US

UTAH STATE TAX COMMISSION- 801.297-2200 OR 800.662-4335

WWW.TAX.UTAH.GOV



City Council Staff Report

Author: Stacey Noonan, Ice Rink Manager
Subject: Food and Beverage Concession at Park City Ice Arena and Sports Complex
Date: September 28, 2006
Type of Item: Administrative

Summary Recommendation:

Authorize the City Manager to execute the lease agreement with Steven Maxwell, Fat Kid Pizza, LLC for the food and beverage concession at Park City Ice Arena and Sports Complex, in a form approved by the City Attorney.

Topic:

Food and beverage lease agreement at the Park City Ice Arena and Sports Complex.

Background

General concessions as well as catered food at parties, banquets and events will serve as a key component in the effort to bring the Ice Arena to a zero subsidy. It is time to develop this end of the business.

Analysis

A Request for Proposal (RFP) was advertised this summer for a concessionaire to manage the food and beverage sales at the Park City Ice Arena and Sports Complex. This RFP was published in the Park Record for two weeks. The applicants were to address rent, logistics for product storage and delivery, menu, and pricing. Two proposals were received. One applicant pulled their proposal because they did not want to support a year round operation with the fields as well as the ice arena.

1. Fat Kid Pizza, LLC proposed rent in the sum of 6% of gross sales on general concessions as well as group parties with on-site catering throughout the calendar year. Gross sales does not include sales tax, agreed upon comps/give a-ways, or gratuity. The concessionaire will also receive 10% of a facility fee when he solicits and secures a catered party. The contract is written for a three year term.
2. Steven Maxwell has 20 years of restaurant and bar management experience including cafes, nightclubs and fine dining establishments. He is the current owner of Fat Kid Pizza and the bar manager of the Sidecar Bar in downtown Park City.

3. Fat Kid Pizza is an authentic New York style thin crust pizza and Steve will sell pizza by the slice or pie. The menu will be supplemented with hot dogs and brats, sandwiches, fresh fruit, yogurt, bagels, warm pretzels, chips, energy bars, coffee and hot chocolate, juices, sodas, smoothies and beer and wine coolers. He will design a variety of special event and group function menus as well as provide a wide variety of catering services that meet the needs of any group. Steve will work with ice arena management on menu ideas and pricing.

5. Steve will secure a beer and wine cooler license for general concessions as well as a liquor license for catering.

6. The concession area consists of some basic kitchen equipment to get the concession area open. Steve will purchase additional equipment like a pizza oven and expand his menus with the growth of the arena and fields. Once staff sees the response from the public, we will determine whether or not to request a kitchen hood, a permanent part of the structure, during the next budget cycle. This will allow a much broader variety of food available for general concessions as well as catering purposes.

Department Review:

The City Managers Office, the Legal Department, the special events department and the Recreation – Library Management Team have reviewed this report.

Alternatives:

A. Approve the Request:

This would allow the concessionaire to get the concession area open by October 8, 2006.

B. Deny the Request:

This would require staff to post a new RFP and delay the opening of the concession area.

C. Continue the Item:

Council could continue the item and direct staff to provide further information at a future date.

Recommendation:

- Approve lease agreement, as approved by Legal, with Steve Maxwell, owner of Fat Kid Pizza, LLC for the food and beverage concession at Park City Ice Arena and Sports Complex.



**CONCESSION AGREEMENT
PARK CITY ICE ARENA & SPORTS COMPLEX**

This Agreement is made and entered into as of this 1st day of October, 2006, by and between **PARK CITY MUNICIPAL CORPORATION** (hereinafter "City") and Fat Kid Pizza, a Utah Limited Liability Corporation("Concessionaire").

WITNESSETH:

WHEREAS, the City owns an area known as Park City Ice Arena and Sports Complex [hereinafter "Sports Complex"] which is open and available to the residents and visitors of Park City for recreation; and,

WHEREAS, the City desires to have available at the Sports Complex food and beverage refreshment available to the users of the Sports Complex; and,

WHEREAS, Concessionaire desires to sell food and beverage refreshment at the Sports Complex; and,

WHEREAS, Concessionaire agrees to conduct said food and beverage refreshment business in a professional manner pursuant to the terms and conditions herein set forth,

NOW, THEREFORE, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto do hereby agree as follows:

1. **Description of Concession.** During the term of the agreement, the Concessionaire will be granted the exclusive right, at the Sports Complex, to operate a food and beverage concession business, serving food and beverages to patrons of said Sports Complex. All events involving food at the Sports Complex will have to use the concessionaire with the exception of events involving a non-profit with a 501 3 (c) status. The scope of service shall be as specified in the proposal attached hereto as Exhibit A unless otherwise specified herein.

2. **Term.** The term of this Agreement shall be from October 1, 2006 to October 1, 2009

3. **Rent – General Concessions.** Concessionaire agrees to pay the City as rent for the use of the premises 6% of gross sales throughout the calendar year. Gross Sales does not include sales tax or agreed upon comps/give-a-ways. Rent is due on the seventh day of each month during the term and will include payment for services from the previous month. The rent shall be paid to the Park City Ice Arena and Sports Complex, P.O. Box 1480, Park City, UT 84060. Any payment not made within fifteen (15) days of due date shall automatically bear interest at the rate of eighteen (18) percent per annum from the date payment became due. Daily closings because of weather will not reduce this monthly rent.

4. **Rent – Group Parties & Events With On-site Catering.** Concessionaire agrees to pay as commission on group parties and any on-site catering the sum of 6% of gross sales. Gross sales does not include sales tax, agree upon comps/give-a-ways, or gratuity payable on sales from Sports Complex catered events. The concessionaire will also pay the Sports Complex 90% of the facility fee when the concessionaire solicits and secures the event. If the Sports Complex solicits and secures the event, the concessionaire will pay the Sports Complex 100% of the facility fee. Full payment for the banquet will be made by the group organizers to the Concessionaire. Concessionaire shall supply detailed financial information on each catered party and shall pay the Sports Complex commission the seventh day of each month for the previous calendar month's service.

5. **Accounting.** Tenant shall provide City with an accurate accounting of their operation no later than November 7, 2006 and thereafter on a monthly basis due the seventh day of each month for the previous calendar month's service to include the following information:

(A) Gross concession sales for the previous calendar month sold from the Sports Complex detailing general concessions, along with the name and date of each banquet/event catered by Concessionaire and who secured the banquet/event (concessionaire or Sports Complex).

(B) Total gross and net receipts from each banquet/event detailing facility fee, food sales, sales tax, comps/give a-ways and gratuity.

(C) A profit or loss statement.

6. **Authorized Use.** Concessionaire will sell beer, provided that Concessionaire secures proper licenses and complies with all federal, state and municipal laws and ordinances. Sales or service of beer or any other alcoholic beverage is governed by Paragraph 20 below.

7, **Service Provider, Employee/Agents.**

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

8. **Payment of Taxes and Other Assessments.** Concessionaire shall pay all taxes and other assessments for its business during the term of this concession agreement. Concessionaire shall pay all sales or other taxes assessed on the operation of the concession business.

9. **Insurance and Indemnity.** The Concessionaire covenants and agrees to indemnify, hold harmless and defend the City, its agents and employees from all fines, suits, claims, demands, and actions of any kind including attorneys' fees and nature by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of its business hereunder and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Concessionaire agrees to maintain a comprehensive general liability insurance policy naming the City as an additional insured satisfactory to the City, protecting both the Concessionaire and the City against public liability, products liability and property damage. Concessionaire is required prior to the execution of this agreement, to furnish to the City a certificate of insurance certifying coverage in the following minimum amounts:

- A. Public Liability
 - Each person - \$1,000,000
 - Each occurrence - \$2,000,000
 - This shall include but not be limited to products liability.
- B. Property damage
 - Each Occurrence - \$250,000
- C. Starting 7/1/07, Public Liability shall increase to \$2m/person and \$3m/occurrence.

confections and other items sold or kept for sale under the concession will be of high quality and pure. All food and merchandise kept for sale will be subject to inspection by the City. The service will be prompt, sanitary, courteous and efficient.

15. **Concessionaire's Employees**. The Concessionaire will agree to retain an active, qualified, competent and experienced employee at the concession to supervise the concession operations. The Concessionaire agrees to be an Equal Opportunity Employer and will hire qualified employees without regard to religion, creed, color, sex, age, national origin or handicap status. The employee must be authorized to represent and act in behalf of the Concessionaire.

The Concessionaire's employees will be clean, courteous, efficient, and neat in appearance. The Concessionaire will not employ any person or person, in or about the premises who shall use improper language or act in a loud, boisterous or otherwise improper manner. The Concessionaire agrees to dispense with the services of any employee whose conduct the Sports Complex feels is detrimental to the best interests of the Sports Complex.

16. **Laws, Ordinances, Etc.** The Concessionaire will obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations. The Concessionaire will further agree to follow recommendations of the County Board of Health.

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

18. **Garbage Disposal**. The Concessionaire will provide and use suitable covered receptacles for all garbage, trash, and other refuse on or in connection with the concession. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the Sports Complex or surrounding premises, will not be permitted and must be removed daily to designated dumpster.

19. **Quality, Price and Product Control.** The Concessionaire will serve and dispense first-quality foods and products in adequate portions, at prices which are reasonable and comparable to those maintained at other similar food dispensing concessions in Park City and Summit County. The General Manager of the Sports Complex will review and approve all food pricing.

20. **Alcoholic Beverages.** Concessionaire may sell beer or wine which has an alcohol content of 3.2% or less. Liquor can be sold during catered banquets and parties. Additionally, Concessionaire must comply with all federal, state and municipal laws and ordinances relating to alcoholic beverages, beer or liquor. Prior to any beer, wine or liquor sales, Concessionaire must obtain the appropriate Park City license(s) and provide proof of the required Dramshop coverage. All alcohol consumed at the Sports Complex will be sold by the Concessionaire. During skating events, those purchasing alcoholic beverages will have their skating entry wrist band removed which prohibits them from skating.

21. **Party at Fault.** In the event either party shall enforce the terms of this concession by suit or otherwise, the party found to be at fault by a court of competent jurisdiction shall pay the cost and expense thereto including reasonable attorney's fees.

22. **Failure to Perform Covenant.** Any failure on the part of either party to this concession to perform any obligation hereunder and any delay in doing an act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or act of God, or any similar cause beyond the control of the parties so failing to perform. To the extent and for the period that such cause continues, save and except under the provisions of this paragraph, shall not excuse a non-payment of rent hereunder on its due date.

23. **No Assignment Without Prior Consent.** The covenants and agreements contained within this license shall apply to the benefit of and be binding upon the parties hereto and shall not be assigned without the prior written consent of the City and the Concessionaire.

24. **Time.** Time is of the essence of this concession and every term, covenant, and condition herein contained.

25. **Paragraph Headings.** The paragraph headings as to the contents of particular paragraphs herein are inset only for convenience and are in no way to be construed as part of such paragraphs or as a limitation in the scope of the particular paragraph to which they refer.

26. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and registered and addressed to the below-listed address of the party or to such other address as the parties may from time to time designate in writing.

Park City Municipal Corp.
City Attorney
P O Box 1480
Park City UT 84060

Fat Kid Pizza, LLC
P.O. Box 682043
Park City, UT 84068

27. **Independent Contractor Relationship.**

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

B. In the performance of the services herein contemplated the Concessionaire is an independent contractor with the authority to control and direct the performance of the details of the Concession, however, the service and products contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory fulfillment thereof.

28. **Prohibited Interest.**

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

29. **Severability.**

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

27. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the parties and it cannot be altered except by written instrument, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

EXHIBIT A SCOPE OF SERVICES

Description of Food and Beverage service:

- a. The Service Provider (herein after "Concessionaire") shall perform the food and beverage concession for Park City Ice Arena and Sports Complex (herein after "Sports Complex"). The Concessionaire shall provide food and beverage to the Sports Complex patrons, on Sports Complex property. Alcohol beverages for sale may include beer and wine having an alcoholic content of 3.2% or less, along with liquor at catered parties only. Non-alcoholic beverages may include soda, sports drinks, smoothies, coffee, hot chocolate and tea. Food items may include soups, chili, salads, hotdogs, brats, hot and cold sandwiches, snack items, and pizza. Foods with greater nutritional value are preferred.
- b. Concessionaire warrants that all equipment used during its performance of this agreement is reliable and serviced to avoid major breakdowns. If the service provider chooses to use the existing equipment in the concession area, he/she will be responsible to keep said equipment in good working order.
- c. The Concessionaire shall be in close communication with Sports Complex general manager to ensure quality service. Concessionaire shall be in close communication with Sports Complex general manager in regards to seasonal hours of operation.
- d. The Concessionaire can use suppliers picked at their discretion. Prices can be set by Concessionaire; Sports Complex general manager will approve pricing for the concession operation.

City Council Staff Report



Author: Jonathan Weidenhamer
Subject: 562 MAIN ST – FAÇADE EASEMENT
Date: September 28, 2006
Type of Item: Contractual

Planning Department

Summary Recommendations:

Add an amendment to the existing Façade Easement agreement to allow an addition to the rear of the historic building located at 562 Main Street.

Background:

In October 1998 the City Council approved a plat amendment at 562 Main Street. The plat addressed the encroachment of a historic building over platted lot lines, and created a second lot that was sold to the City for the purpose of creating a pedestrian connection from the Transit Center to Main Street. This is where the “bear on the bench” statue is located.

A condition of the plat was the dedication of a façade easement on the historic building for the benefit of the City (Exhibit A – site photo and plat). This façade easement was placed on the front (west) and side (south) elevations. The easement specifically prohibited additional development on the lot. Currently, staff is reviewing a proposal to put an addition on the rear of the building. The proposed addition is to be located on the eastern portion of the lot which is currently undeveloped, and will not disturb the protected facades (Exhibit B – proposed addition). Any expansion to the building requires an amendment to the easement agreement.

A comprehensive discussion was held with staff, the City’s architectural consulting team, and the applicant regarding the Community Economy Element of the General Plan and redevelopment trends along Swede Alley. Consensus was reached that a storefront design approach (versus a service/utilitarian design) should be followed, both at the Swede Alley frontage, and along the pedestrian walkway. The proposed addition reflects this consensus (Exhibit B). Staff has reviewed the proposal from the applicant and has made a preliminary determination of compliance with the Historic District Design Guidelines and the Swede Alley Development Criteria found the HCB portion of the LMC. The existing historic facades at the west and south elevations will not be modified or altered in any capacity through the addition as proposed.

Analysis:

The plat and accompanying façade easement were approved on a Council consent agenda with no discussion. In researching the minutes from the Planning Commission

meetings, the discussion focused on procuring the pedestrian connection and preserving the existing landscaping around the building. No specific discussion was found on the intent of the façade easement, which appears to have been to protect and maintain the historic building. It is unclear why specific language was adopted to preclude additional site development.

The existing preservation and conservation easement prohibits development on the rear of the lot, specifically Sections: 2.b)vi; 2d; 2f; and 27d. Section 27e, expressly allows consideration to amend the agreement provided both parties agree in writing, provided that any amendment doesn't limit the perpetual duration or interfere with the preservation and conservation purposes of the donation. The language from the above mentioned sections can be found as Exhibit C.

Staff recommends the Council consider amending the Easement to allow the proposed addition to be built. The remaining analysis is broken into 2 sections. First, the proposal is reviewed against the Swede Alley Development Criteria found in Section 15-2.6-7 of the HCB District, and secondly for consistency with applicable Historic District Design Guidelines.

Swede Alley Development Criteria

LMC Section 15-2.6-7 of the HCB District regulates development on Swede Alley. The proposal has been reviewed against these criteria. Staff's response is in italics.

(A) Structures must step down toward Swede Alley at an angle of forty-five degrees (45 degrees) to a maximum Height of twenty-four feet (24') at the edge of the Swede Alley Right-of-Way. A variety of one and two-story facades are encouraged. Designs that create a strong indoor/outdoor connection at the ground level are strongly encouraged.

Complies. *The addition is proposed to be built to the easterly property line which is approximately 60' from the edge of asphalt of Swede Alley. The height of the rear façade as proposed is 21' in height. By using a storefront design approach and having recessed entryways along both the south and east elevation the design employs strong connections at the ground level to the pedestrian walkways.*

(B) Entrances must be pedestrian-scaled and defined with porches, awnings and other similar elements as described in the Park City Historic District Design Guidelines. Entrances must make provisions for shared public and service Access whenever possible. When Main Street additions extend to Swede Alley, the materials and colors of the new construction must be designed to coordinate with the existing Structure.

Complies. *The finish materials of the addition will include wood siding and windows, to complement the existing mix of board and batton and 6" horizontal ship-lap siding, but will be 8" beveled siding to differentiate the new construction. The new entrances*

are recessed and the windows have awnings to make them pedestrian friendly and easy to maintain access.

(C) Structures must continue the existing stair-step facade rhythm along Swede Alley. No more than sixty feet (60') of a Swede Alley facade may have the same Height or Setback. On facades greater than sixty feet (60') wide, Structures must provide a variety of Building Setbacks, Height, and Building form. Setbacks in the facades and stepping upper stories, decks, and Balconies are strongly encouraged. Uniform height and Setbacks are discouraged.

Complies. *The new façade will be approximately 30' in length, and will be lower than the 3 story structure adjacent to the north.*

(D) Provisions for public open space, open courtyards, and landscaping are strongly encouraged.

Complies. *The design includes a sidewalk around the perimeter of the new addition, which links directly into both the city-owned pedestrian link from the Transit Center to Main Street, and also links into the Swede Alley sidewalk. The applicant has committed to replacing and installing landscaping in all disturbed and non paved areas as part of the building permit, and agrees to post a bond to ensure this.*

(E) Pedestrian connections from Swede Alley to Main Street are encouraged whenever possible. Open and landscaped pedestrian connections are favored.

Complies. *This proposal complements the existing pedestrian connection from the Transit Center to Main Street by offering a combination of a storefront design, strong pedestrian linkages, entryways to the building, and landscaping.*

(F) Swede Alley facades must be simple, utilitarian, and subordinate in character to Main Street facades. While facades should be capped, details should be simple. Ornate details typically found on Main Street facades are prohibited. The Applicant must incorporate a mix of materials, accent trim and door treatments to provide architectural interest. Materials must be similar in character, color, texture and scale to those found on Main Street. Exposed concrete, large Areas of stucco and unfinished materials are prohibited.

Complies. *The new façades are complementary to the historic facades in terms of finish materials and scale. They are simple and plain, and do not incorporate detailing found on the Main Street façade, such as the ornate cornice and trim work. The new proposal provides appropriate architectural interest without the ornamentation typically found on a Main Street façade..*

(G) Window display Areas are allowed. However, the Swede Alley window Area must be subordinate in design to the Main Street window Area.

Complies. *The design is centered around a storefront approach and includes recessed entry-ways, large display windows (4'-0" and 3'-0' wide) and awnings. However, due to the large display windows on the front façade (6'-0" in width) and front doorway, and the surrounding ornate trim work, the addition will remain subordinate in its appearance to the Main Street façade.*

(H) Service Areas and service equipment must be screened. Utility boxes must be painted to blend with the adjacent Structures. Group trash containers must be screened.

Complies. *The existing mechanical equipment is screened. The site provides ample opportunities to screen any new mechanical equipment with new landscaping.*

Historic District Design Guidelines

Guidelines 20 – 30 apply to new commercial construction. Generally they refer to Main Street Facades. This section will analyze the relevant Guidelines that apply to Swede Alley Development. Staff's comments are in italics.

Guideline #20: Avoid Designs that Imitate Historic Styles of Main Street.

Complies New buildings designed to imitate historic styles that were built in Park City or elsewhere will not be approved. *The new addition does not imitate historic styles, while maintaining consistency in its scale and finish materials. Entrance details and window treatments are generally consistent with other projects along Swede Alley and pedestrian walkways.*

Guideline #25: Maintain the Distinction between Upper and Lower Floors.

Complies Typical historic structures on Main Street have a retail function on the first floor, and offices or residential uses above – the first floor is predominantly large sheets of display glass, while the upper levels are mostly solid wall, with small windows cut out. *The lower floor incorporates typical storefront design themes including display windows and kick plates. Although the lower floor will function as a stock and shipping area, it has been designed to ultimately function as a retail space. The upper floor will be storage and office area, and the exterior has been designed to be mostly solid walls with smaller windows cut out to allow light.*

Guideline #27: Maintain the Spacing Pattern of Upper Story Windows.

Complies Avoid shapes that were not typical of the street, and maintain the typical ratio of solid to void, with respect to windows and walls. *The upper story windows have been designed to respect the non-uniform pattern of the existing historic building.*

Guideline #28: Develop Back Entrances for Public Access to New Commercial Uses.

Complies Back entrances offer great potential for new entrances and store display windows along Swede Alley. Development of this area should be in keeping with the character of the main building front and the simple functional quality of the alley. Since the back sides of buildings were not traditionally used for display, their conversion to new use represents a departure from their original character. *The lower level of the new addition has been designed as a typical storefront along both Swede Alley and the pedestrian walkway to the south. It includes display windows, kick plates, recessed entryways, and awnings. In keeping with the existing historic building, the design is simple and functional.*

Guideline #29: Respect the Pedestrian Scale of Swede Alley when Adding Extensions to the Rear of Existing Buildings.

Complies Additions should step down in the rear. Addition may jog in and out rather than follow a straight alignment as on the Main Street façade. *The addition is 2 stories, and respects the pedestrian scale along Swede Alley and the scale of the original building.*

Findings of Fact:

1. The proposed addition meets all the requirements of the HCB zone including Section 15-2.6-7 Swede Alley Development Criteria.
2. The proposed addition is consistent with relevant Historic District Design Guidelines 20 – 30 that apply to new commercial construction.
3. The existing historic facades at the west and south elevations will not be modified or altered in any capacity through the addition as proposed.
4. The proposed addition complies with the purpose and intent of the easement to preserve the west and south historic facades at 562 Main Street.
5. The addition and amendment to the existing façade preservation easement does not limit the perpetual duration or interfere with the preservation and conservation purposes of the donation.

Alternatives:

- Add an addendum to the existing façade easement agreement as found in the attached addendum, which would allow the construction as proposed in Exhibit B. **This is staff's recommendation.**
- Provide direction not to amend the façade easement, which would prohibit expansion to the building.
- Provide direction to have the HPB review the project and forward a recommendation. The HPB currently has jurisdiction if any effected party appeals staff's determination of compliance for the permit.
- Provide other direction

Significant Impacts:

The location of the proposed addition is a highly visible corner located on the main pedestrian walkway from the transit center to Main Street. Construction of the addition

will eliminate the undeveloped rear yard of the site. Additional commercial space adjacent to the walkway will be created.

Consequences of not taking the recommended action:

The rear of the lot would remain vacant, and people using the pedestrian walkway would see the rear of a historic building as they enter the Main Street corridor.

Recommendation:

Add an addendum to the existing Façade Easement agreement to allow an addition to the rear of the historic building located at 562 Main Street. The addition will remain consistent with exhibit B.

Exhibits

First Addendum to Preservation and Conservation Easement

Exhibit A – Existing Photo and Plat

Exhibit B – Proposed Additions (site, floor, and elevations)

Exhibit C – Relevant portions of the Façade easement agreement

Exhibit D – Entire Preservation and Conservation Easement

**FIRST ADDENDUM TO PRESERVATION AND CONSERVATION EASEMENT FOR
562 MAIN STREET**

THIS FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 2006, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Prizone LLC, a Utah limited liability company ("Prizone"), to amend the Preservation and Conservation Easement signed and executed by the Parties, and recorded on May 17, 1999.

WITNESSETH;

Whereas, For purposes of furthering the preservation of the premises and building and furthering the other purposes of this instrument, and to meet exchanging conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration of interfere with the preservation and conservation purposes of the donation; and

Whereas, both parties agree to allow an expansion to the rear of the building to remain substantially consistent in scale and scope with Exhibit B; and

Whereas, said addition will not modify or alter the existing historic facades at the west and south elevations; and

Whereas, the proposed addition complies with the purpose and intent of the easement to preserve the west and south historic facades at 562 Main Street and does not limit the perpetual duration or interfere with the preservation and conservation purposes of the donation; and

Whereas, the proposed addition meets all the requirements of the HCB zone including Section 15-2.6-7 Swede Alley Development Criteria, and inconsistent with Historic District Design Guidelines that apply to new commercial construction.

Whereas, the parties desire to amend the Original Agreement to provide sufficient time for such performance.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **ADDITION.** It is hereby acknowledged that both parties agree to allow an addition to the rear of the building to remain substantially compliant with Exhibit B. If the staff permit approval is appealed, this approval shall apply to any final action or modified approval by the Historic Preservation Board or subsequent review authority.

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement shall continue to apply.
3. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 27 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

DATED this _____ day of _____, 2006.

Exhibit A – Site Photo



Exhibit A –Plat

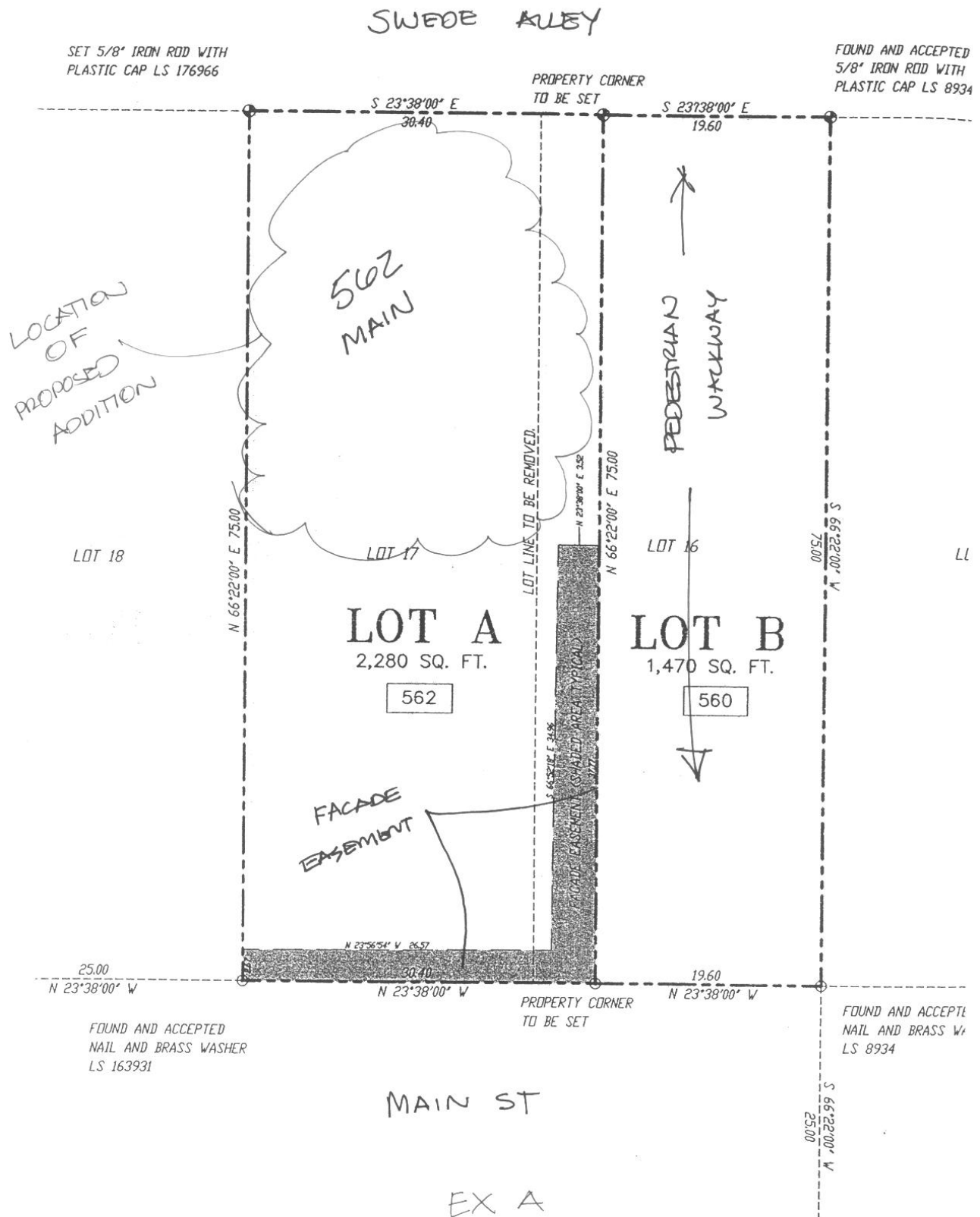


Exhibit B – Proposed addition - site plan

Exhibit B – Proposed addition - floor plans

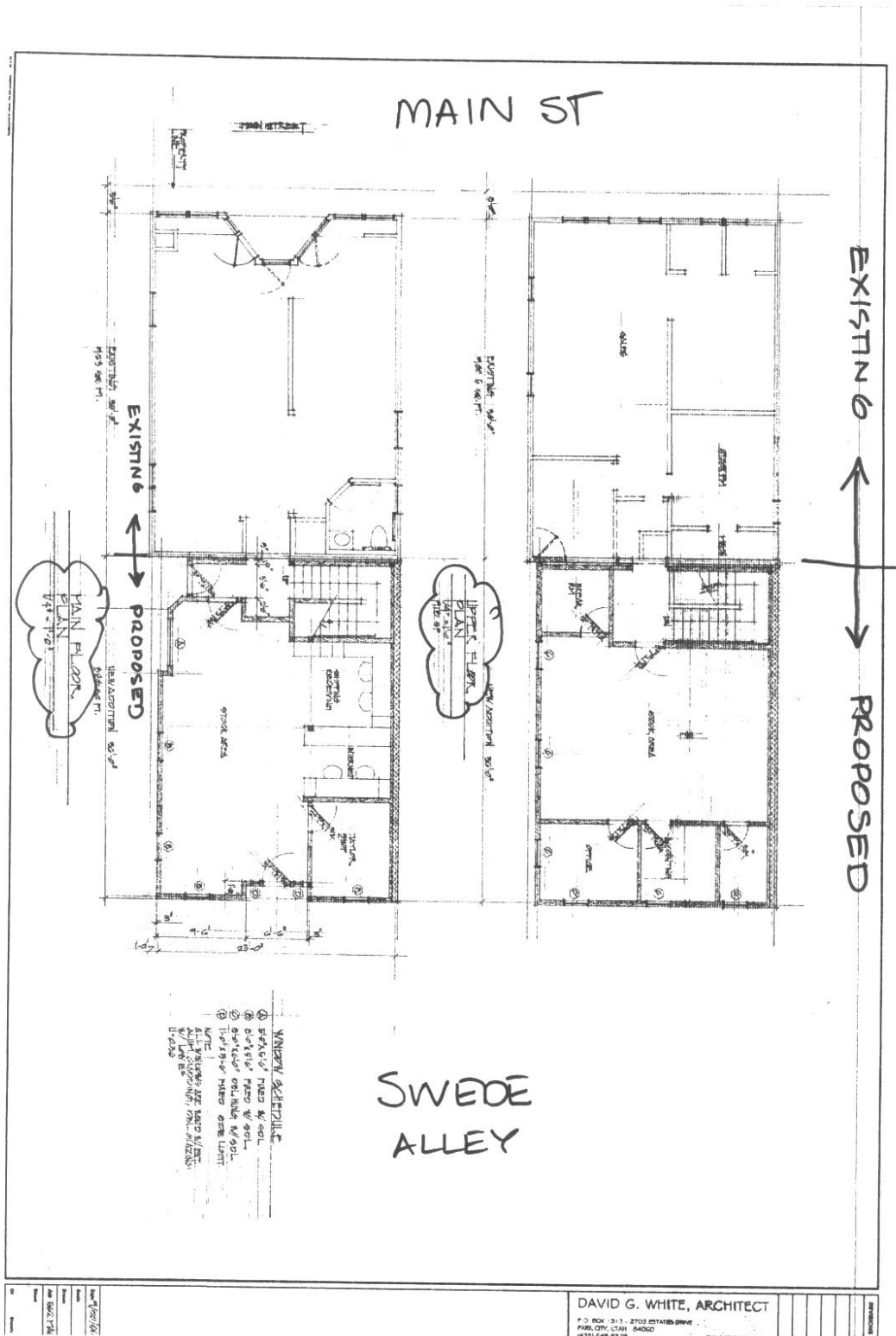


Exhibit B – Proposed addition – elevations

MAIN ST	SWIDE AWAY FRONT (PROPOSED)
FRONT (EXISTING)	

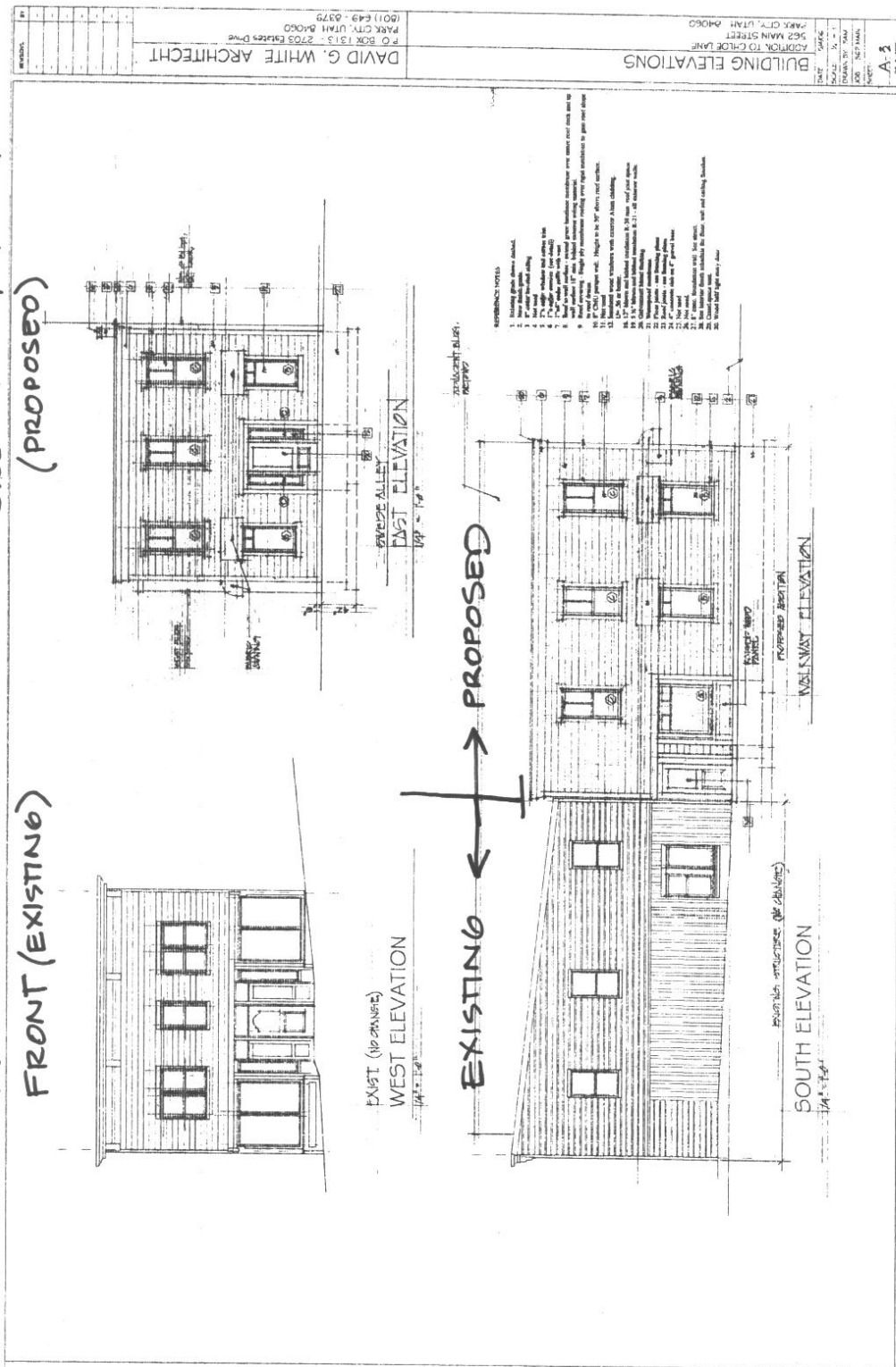


Exhibit C – Applicable Language from Existing Easement

2. **Grantor's Covenants.** In furtherance of the easement herein granted, Grantor undertakes, of itself, to do (and to refrain from doing as the case may be) upon the Premises each of the following covenants, which contribute to the public purpose of significantly protecting and preserving the Premises:

✓vi) erect, construct, or move anything on the Premises that would encroach on the open land area surrounding the Building and interfere with a view of the Facade or be incompatible with historic or architectural character of the Building or the Facade.

d) No buildings or structures, including satellite receiving dishes, camping accommodations, or mobile homes not presently on the Premises shall be erected or placed on the Premises hereafter, except of temporary structures required for the maintenance or rehabilitation of the property, such as construction trailers.

f) No topographical changes, including but not limited to excavation, shall occur on the Premises; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, make such topographical changes as are consistent with and reasonably necessary to promote the preservation and conservation purposes of this easement.

27. **Interpretation and Enforcement.** The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

d) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises are devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Premises during the term of the Easement, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the preservation and conservation purposes of this Easement.

e) For purpose of furthering the preservation of the Premises and Building and furthering the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the preservation and conservation purposes of the donation. Such amendment shall become effective upon recording among the land records of Summit County, Utah.

Exhibit D – Preservation and Conservation Easement

When recorded, mail to:
City Recorder
P.O. Box 1480
Park City, UT 84060-1480

Fee Exempt per Utah Code
Annotated 1953 21-7-2

Entry No.	539071
5-27CW	
REQUEST OF	High Country Title
FEE	ALAN SPRIGGS, SUMMIT CO. RECORDER
\$ 46.00	By D. Bowen
RECORDED	5-17-99 at 16:10 P.M.

HISTORIC PRESERVATION EASEMENT

THIS PRESERVATION AND CONSERVATION EASEMENT, made this 6TH day of May, 1999, by and between JAMES W. CARR ("Grantor") and PARK CITY MUNICIPAL CORPORATION ("Grantee"), a nonprofit corporation of Utah.

WITNESSETH:

WHEREAS, the Grantee is organized as a governmental unit under the laws of the State of Utah and is a qualifying recipient of qualified conservation contributions under Sections 170(b), (f), and (h) of the Internal Revenue Code of 1986 as amended (hereinafter the "Code");

WHEREAS, the Grantee is authorized to accept preservation and conservation easements to protect property significant in Utah history and culture under the provisions of Section 57-18 of the Utah Land Conservation Easement Act (hereinafter the "Act");

WHEREAS, the Grantor is owner in fee simple of certain real property in Summit County, Utah, more particularly described as:

LOT A, CARR REPLAT, Section 16, township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah

(hereinafter "the Premises"), said Premises including one structure commonly known as 562 Main Street (hereinafter "the Building"), and is more particularly described below;

WHEREAS, the Building is located in a locally established Historic District which was listed in the National Registry of Historic Places on July 12, 1984 and the Building is a certified historic structure;

WHEREAS, the Grantor and Grantee recognize the historical, cultural, and aesthetic value and significance of the Building, and have the common purpose of conserving and preserving the aforesaid value and significance of the Building;

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the real property referred to herein will assist in preserving and maintaining the

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Building and its architectural, historical, and cultural features;

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the Building will assist in preserving and maintaining the aforesaid value and significance of the Building;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation and conservation easement on the Premises pursuant to the Utah Land Conservation Easement Act;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee a preservation and conservation easement in gross in perpetuity (which easement is more particularly described below and is hereinafter "the Easement") in and to that certain real property and the exterior surfaces of the Building located thereon, owned by the Grantor, and more particularly described as:

the front Facade (0.5' deep) of the Building, including the recessed entrance.

The Easement, to be of the nature and character hereinafter further expressed, shall constitute a binding servitude upon said Premises of the Grantor, and to that end Grantor covenants on behalf of itself, its successors, and assigns, with Grantee, its successors, and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Building and surrounding land area, and which help maintain and assure the present and future historic integrity of the Building:

1. Description of Facade. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Premises (including the Building), and in order to document the external nature of the Building as of the date hereof, attached hereto as Exhibit A and incorporated herein by this reference are a set of photographs depicting the exterior surfaces of the Building and the surrounding property and an affidavit specifying certain technical and location information relative to said photographs satisfactory to Grantee, attached hereto as Exhibit B. It is stipulated by and between Grantor and Grantee that the external nature of the Building as shown in Exhibit A is deemed to be the external nature of the Building as of the date hereof and as of the date this instrument is first recorded in the land records of Summit County, Utah. The external nature of the Building as shown in Exhibit A is hereinafter referred to as the

“Facade.”

2. **Grantor's Covenants.** In furtherance of the easement herein granted, Grantor undertakes, of itself, to do (and to refrain from doing as the case may be) upon the Premises each of the following covenants, which contribute to the public purpose of significantly protecting and preserving the Premises:

a) Grantor shall not demolish, remove, or raze the Building or the Facade except as provided in Paragraphs 6 and 7.

b) Without the prior express written permission of the Grantee, signed by duly authorized representative thereof, Grantor shall not undertake any of the following actions:

i) increase or decrease the height of the Facade or the Building;

ii) adversely affect the structural soundness of the Facade;

iii) make any changes in the Facade including the alteration, partial removal, construction, remodeling, or other physical or structural change including any change in color or surfacing, with respect to the appearance or construction of the Facade, with the exception of the ordinary maintenance pursuant to Paragraph 2(c) below;

✓ iv) erect anything on the Premises or the Facade which prohibit them from being visible from the street level, except for a temporary structure during any period of approved alteration or restoration;

v) permit any significant reconstruction, repair, repainting, or refinishing of the Facade that alters their state from the existing condition. This subsection (v) shall not include ordinary maintenance pursuant to Paragraph 2(c) below;

✓ vi) erect, construct, or move anything on the Premises that would encroach on the open land area surrounding the Building and interfere with a view of the Facade or be incompatible with historic or architectural character of the Building or the Facade.

c) Grantor agrees at all times to maintain the Building in a good and sound

state of repair and to maintain the Facade and the structural soundness and safety of the Building. Subject to the casualty provisions of Paragraphs 5 through 7, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction whenever necessary to have the external nature of the Building at all times appear to be and actually be the same as the Facade.

d) No buildings or structures, including satellite receiving dishes, camping accommodations, or mobile homes not presently on the Premises shall be erected or placed on the Premises hereafter, except of temporary structures required for the maintenance or rehabilitation of the property, such as construction trailers.

e) No signs, billboards, awnings, or advertisements shall be displayed or placed on the Premises or Building; provided, however, that Grantor may, with prior written approval from secretary of Grantee's Historic District Commission, erect such signs or awnings as are compatible with the preservation and conservation purposes of this easement and appropriate to identify the Premises and Building and any activities/business on the Premises or in the Building. Such approval from Grantee shall not be unreasonably withheld.

f) No topographical changes, including but not limited to excavation, shall occur on the Premises; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, make such topographical changes as are consistent with and reasonably necessary to promote the preservation and conservation purposes of this easement.

g) There shall be no removal, destruction, or cutting down of trees, shrubs, or other vegetation on the Premises; provided, however, that Grantor may with prior written approval from and in the sole discretion of Grantee, undertake such landscaping of the Premises as is compatible with the preservation and conservation purposes of this easement and which may involve removal or alteration of present landscaping, including trees, shrubs, or other vegetation. In all events, Grantor shall maintain trees, shrubs, or other vegetation. In all events, Grantor shall maintain trees, shrubs, and lawn in good manner and appearance in conformity with good forestry practices.

h) No dumping of ashes, trash, rubbish, or any other unsightly or offensive materials shall be permitted on the Premises.

i) The Premises shall be used only for purposes consistent with the

preservation and conservation purposes of this easement.

j) The Premises shall not be subdivided and the Premises shall not be devised or conveyed except as a unit; provided, however, that the Grantor shall be permitted to convert the Building into cooperatives or condominiums and to convey interests in the resulting cooperatives or condominiums units, provided that the Grantor shall form or cause to be formed, in connection with such conveyance, a single entity for the purposes of performing all obligations of the Grantor and its successors under this easement.

k) No utility transmission lines, except those reasonably necessary for the existing Building, may be created on said land, subject to utility easements already recorded.

3. **Public View.** Grantor agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure, or improvements of the Premises from adjacent publicly accessible areas such as public streets.

4. **Standards of Review.** In exercising any authority created by the easement to inspect the Premises, the Building, or the Facade; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Building, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter "Standards") and/or state or local standards considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically or architecturally significant structures or for construction of new structures within historically, architecturally, or culturally significant areas. In the event the Standards are abandoned or materially altered or otherwise become, in the sole judgment of the Grantee, inappropriate for the purposes set forth above, the Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. **Casualty Damage or Destruction.** In the event that the Premises or any part thereof shall be damaged or destroyed by casualty, the Grantor shall notify the Grantee in writing within one (1) day of the damage or destruction, such notification including what, if any, emergency work has already been completed. For purposes of this instrument, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the Code (construed without regard to the legal

status, trade, or business of the Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval of the work. Within four (4) weeks of the date of damage or destruction, the Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to the Grantor and the Grantee which shall include the following:

- a) an assessment of the nature and extent of the damage;
- b) a determination of the feasibility of the restoration of the Facade and/or reconstruction of damages or destroyed portions of the Premises; and
- c) a report of such restoration/reconstruction work necessary to return the Premises to the condition existing at the date [hereof or of the completion of any required work as set forth in the Easement]. If in the opinion of the Grantee, after reviewing such report, the purpose and intent of the Easement will be served by such restoration/reconstruction, the Grantor shall within eighteen (18) months after the date of such change or destruction complete the restoration/construction of the premises in accordance with plans and specifications consented to by the Grantee up to at least the total of the casualty insurance proceeds. Grantee has the right to raise funds toward the costs of restoration of partially destroyed premises above and beyond the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Facade, and such additional costs shall constitute a lien on the Premises until repaid by the Grantor.

6. Grantee's Remedies Following Casualty Damage. The foregoing notwithstanding, in the event of damage resulting from casualty, as defined at Paragraph 5, which is of such magnitude and extent as to render repairs or reconstruction of the Building impossible using all applicable insurance proceeds, as determined by Grantee by reference to bona fide cost estimates, then

- a) Grantee may elect to reconstruct the Building using insurance proceeds, donations, or other funds received by Grantor or Grantee on account of such casualty, but otherwise at its own expense (such expense of Grantee to constitute a lien on the premises until repaid in full); or
- b) Grantee may elect to chose any salvageable portion of the Facade and

remove them from the premises, extinguish the easement pursuant to Paragraph 26, and this instrument shall thereupon lapse and be of no further force and effect, and Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the land records of Summit County, Utah, and Grantor shall deliver to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Façade.

7. **Review After Casualty Loss.** If in the opinion of the Grantee, restoration/reconstruction would not serve the purpose and intent of the Easement, then the Grantor shall continue to comply with the provisions of the Easement and obtain the prior written consent of the Grantee in the event the Grantor wishes to alter, demolish, remove, or raze the Building, and/or construct new improvements on the Premises.

8. **Grantee's Covenants.** The Grantee hereby warrants and covenants that:

a) Grantee is and will remain a Qualified Organization for the purposes of Section 170(h) of the Internal Revenue Code. In the event that the Grantee's status as a Qualified Organization is successfully challenged by the Internal Revenue Service, then the Grantee shall promptly select another Qualified Organization and transfer all of its rights and obligations under the Easement to it.

b) In the event that the Grantee shall at any time in the future become the fee simple owner of the Premises, Grantee for itself, its successors, and assigns, covenants and agrees, in the event of a subsequent conveyance of the same to another, to create a new preservation and conservation easement containing the same restrictions and provisions as are contained herein, and either to retain such easement in itself or to convey such easement to a similar unit of federal, state, or local government or local, state or national organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, and which is a qualified organization under Section 170(h)(3) of the Internal Revenue Code.

c) Grantee may, at its discretion and without prior notice to Grantor, convey, assign, or transfer this easement to a unit of federal, state, or local government or to a similar local, state, or national organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, and which at the time of the conveyance, assignment, or transfer is a qualified organization under Section 170(h)(3) of the Internal Revenue Code, provided that any such conveyance, assignment, or transfer requires that the preservation and conservation purposes for which the Easement was granted will continue to be carried out.

d) Grantee shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of the Easement.

9. **Inspection.** Grantor hereby agrees that representatives of Grantee shall be permitted at all reasonable times to inspect the Premises, including the Facade and the Building. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Building to ensure maintenance of structural soundness and safety; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually, and may involve reasonable testing of interior structural condition. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection.

10. **Grantee's Remedies.** Grantee has the following legal remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereafter provided by law:

a) Grantee may, following reasonable written notice to the Grantor, institute suit(s) to enjoin any such violation by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Premises to the condition and appearance required under this instrument.

b) Representatives of the Grantee may, following reasonable notice to Grantor, enter upon Premises, correct any such violation, and hold Grantor, its successors, and assigns, responsible for the cost thereof.

i) Such cost until repaid shall constitute a lien on the Premises.

ii) Grantee shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workman's compensation coverage.

c) Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder.

d) In the event Grantor is found to have violated any of its obligations,

Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees.

e) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

11. **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice, demand, letter, or bill received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee will evidence of Grantor's compliance with such notice, demand, letter, or bill, where compliance is required by law.

12. **Notice From Proposed Sale.** Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to sale closing.

13. **Runs With the Land.** The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the premises. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the premises by reason of a bona fide transfer. Restrictions, stipulations, and covenants contained in this instrument shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or to any lesser estate in the premises or any part thereof, including, by the way of example and not limitation, a lease of office space.

14. **Recording.** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of Summit County, Utah. This instrument is effective only upon recording in the land records of Summit County, Utah.

15. **Existing Liens.** Grantors warrants to Grantee that no lien exists on the Building as of the date hereof. Grantor shall cause to be satisfied or release any lien or claim of lien that

may hereafter come to exist against the Building which would have priority over any of the rights, title, or interest hereunder of Grantee.

16. Subordination of Mortgages. Until the Mortgagee or a purchaser at a foreclosure obtains ownership of the Premises following foreclosure of its Mortgage or deed in lieu of foreclosure, the Mortgagee or purchaser shall have no obligation, debt, or liability under the Easement. Before exercising any right or remedy due to breach of the Easement except the right to enjoin violation hereof, Grantee shall give all Mortgagees of record written notice describing the default, and the Mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default. Nothing contained in the above paragraphs or in the Easement shall be construed to give any Mortgagee the right to extinguish this Easement by taking title to the Premises by foreclosure or otherwise.

17. Plaques. Grantor agrees that Grantee may provide and maintain a plaque on the Facade of the Building, which plaque shall not exceed 12" by 12" inches in size, giving notice of the significance of the Building or the Premises and the existence of this perpetual preservation and conservation easement.

18. Indemnification. The Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, the Grantee, its agent, director, and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in any way relating to the administration, performed in good faith, of this preservation and conservation easement, including, but not limited to, the granting or denial of consents hereunder, the reporting on or advising as to any condition on the Premises. In the event that the Grantor is required to indemnify the Grantee pursuant to the terms of the Easement, the amount of such indemnity, until discharged, shall constitute a lien on the Premises.

19. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the premises. Grantee is hereby authorized, but in no event required or expected, to make or advance, upon three (3) days prior written notice to Grantor, in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipality charge, fine, imposition, or lien asserted against the premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment, if made by Grantee, shall become a lien on the premises of the same priority as the item if not paid would have had and shall bear

interest until paid by Grantor at two (2) percentage points over the prime rate of interest from time to time charged by Zions First National Bank.

20. **Insurance.** The Grantor shall keep the premises insured by an insurance company rated "A+" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the opinion of the Grantee, normally be carried on a property such as the Premises protected by a preservation and conservation easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, the Grantor shall deliver to the Grantee fully executed copies of such insurance policy evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior the expiration of such policy. The Grantee shall have the right to provide insurance at the Grantor's cost and expense, should the Grantor fail to obtain same. In the event the Grantee obtains such insurance, the cost of such insurance shall be a lien on the Premises until repaid by the Grantor.

21. **Liens.** Any lien on the Premises created pursuant to any Paragraph of the Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien.

22. **Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered; if to Grantor, then at 526 Via De La Valle, Apt. B, Solana Beach, CA 92075-4278, and if to Grantee, then to Attn.: City Attorney, P. O. Box 1480, Park City, Utah, 84060. Each party may change its address set forth herein by a notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under the Easement may be given by the Historic District Commission of the Grantee or by any duly authorized representative of the Grantee.

23. **Evidence of Compliance.** Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained herein.

24. **Stipulated Value of Grantee's Interest.** Grantor acknowledges that upon

execution and recording of the Easement, Grantee shall be immediately vested with a real property interest in the Premises and that such interest of Grantee shall have a stipulated fair market value, for purposes of allocating net proceeds in an extinguishment pursuant to Paragraph 26, equal to the ratio between the fair market value of the Easement and fair market value of the Premises prior to considering the impact of the Easement (hereinafter the "Easement Percentage") as determined in the Qualified Appraisal provided to the Grantee pursuant to Paragraph 25. Upon submission of the Qualified Appraisal, the Grantor and Grantee shall sign an affidavit verifying the Easement Percentage and record it as an amendment to the Easement. In the event Grantor does not claim a charitable gift deduction for purposes of calculating federal income taxes and submit a Qualified Appraisal, the Easement Value shall be \$100,000.

25. Qualified Appraisal. In the event Grantor claims a federal income tax deduction for donation of a "qualified real property interest" as that term is defined in Section 170(h) of the Internal Revenue Code, Grantor shall provide Grantee with a copy of all appraisals (hereinafter, the "Qualified Appraisal" as that term is defined in P.L. 98-369, 155(a), 98 Stat. 691(1984), and by reference therein Section 170(a)(1) of the Internal Revenue Code) of the fair market value of the Easement. Upon receipt of the Qualified Appraisal, this fully executed easement, and any endowment requested hereunder by Grantee, Grantee shall sign any appraisal summary form prepared by the Internal Revenue Service and submitted to the Grantee by the Grantor.

26. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for the preservation an conservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the Building or the Facade resulting from a casualty of such magnitude that Grantee approves demolition as explained in Paragraphs 5 and 7, or condemnation or loss of title of all or a portion of the Premises, the Building, or the Facade. Such an extinguishment must comply with the following requirements:

- a) The extinguishment must be the result of a final judicial proceeding;
- b) Grantee shall be entitled to share in the net proceeds resulting from the extinguishment in an amount equal to the Easement Percentage determined pursuant to Paragraph 24 multiplied by the net proceeds.
- c) Grantee agrees to apply all of the portion of the net proceeds it receives to the preservation and conservation of other buildings, structures, or sites having historical, architectural, cultural, or aesthetic value and significance to the people of the State of

Utah.

d) Net proceeds shall include, without limitation, insurance proceeds or awards, proceeds from sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Premises after the extinguishment, but shall specifically exclude any preferential claim of a Mortgagee under Paragraph 16.

27. Interpretation and Enforcement. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and the restrictions on use herein contained as provided in the Act.

b) This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this instrument or then have a interest in the premises. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the premises by a bona fide transfer for full value. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

c) Except as expressly provided herein, nothing contained in this instrument grants, nor shall be interpreted to grant, to the public any right to enter on the Premises or into the Building.

d) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises are devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Premises during the term of the Easement, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere

with the preservation and conservation purposes of this Easement.

e) For purpose of furthering the preservation of the Premises and Building and furthering the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the preservation and conservation purposes of the donation. Such amendment shall become effective upon recording among the land records of Summit County, Utah.

f) The terms and conditions of this easement shall be referenced in any transfer of the property by the Grantor, his heirs, successors, and assigns.

g) This instrument is made pursuant to Section 57-18 of Chapter 18, Utah Code, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto. This instrument may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

h) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this instrument and such ordinance or regulation.

i) This instrument reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this preservation conservation easement to be executed, sealed, and delivered; and Grantee has

caused this instrument to be accepted, sealed, and executed in its corporate name by its Mayor.

GRANTEE:



Bradley A. Olch
By: BRADLEY A. OLCH, MAYOR
Title

ATTEST:

Cindy L. Liscio, Deputy
City Recorder's Office

APPROVED AS TO FORM:

M. D. H.
City Attorney's Office

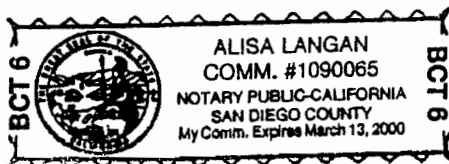
GRANTOR:

James W. Carr
JAMES W. CARR

STATE OF CALIFORNIA)
: SS.
COUNTY OF SAN DIEGO)

On this 11th day of May, 1999, personally appeared before me **JAMES W. CARR**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding Easement, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Alisa Langan
NOTARY PUBLIC



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Exhibit "A"

BOOK 1258 PAGE 296

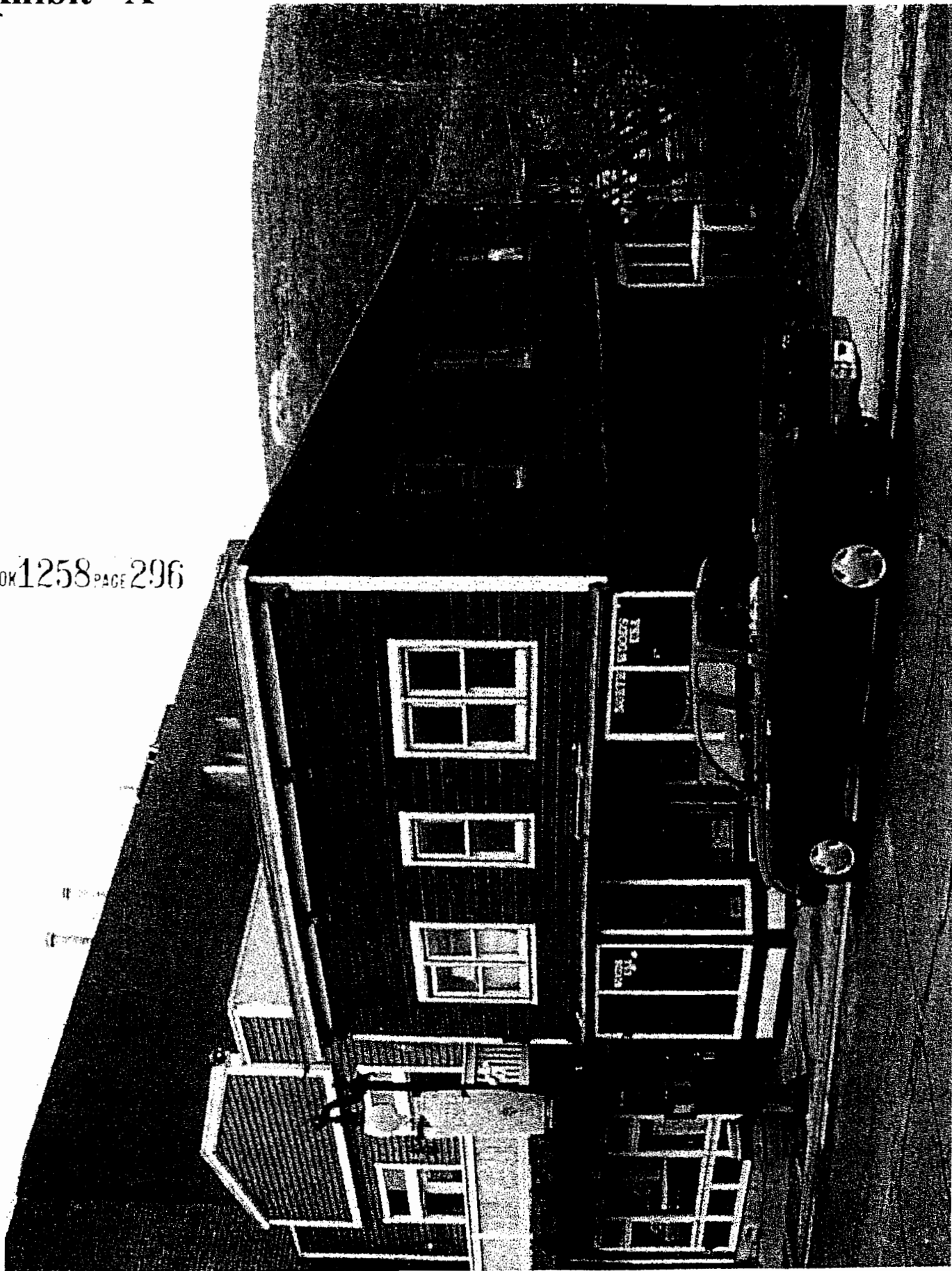


EXHIBIT B
Easement Monitoring Inspection Form/Affidavit
Park City Municipal Corporation
P.O. Box 1480 Park City, Utah 84060

EASEMENT INSPECTION FORM

BUILDING/SITE: Lot A, Carr Replat, Block 24 Amended Park City Survey.

ADDRESS: 562 Main Street

CURRENT OWNER: Mr. James Carr

ADDRESS: PO Box 4198
Park City, Utah 84060

PHONE: (435) 649-9875

INSPECTION DATE: April 28, 1999

Protected Features or Restrictions

Facade easement for front and south building elevations, including but not limited to the following features:

- Overall existing two-story frame, commercial structure being rectangular in plan (having the narrowest side fronting Main Street), with a shed roof sloping from the front facade down towards the rear of the building;

Main Facade

- Original storefront display windows with painted wood kickplates below spanning the entire main first floor area of the front facade;
- Recessed inverted bay main entrance area for building centered on front facade, composed of a central door leading to upper story area, flanked by two other doors (half-light doors with transoms above and single wood panel below) leading to adjacent first floor commercial spaces;
- Painted tongue-&-groove wood ceiling at recessed main entry area;
- 1' wide pent eave feature spanning the width of the front facade above the storefront windows, supported by two painted wood cyma reversa brackets mounted over the corner boards of the building;
- Upper story of main facade consists of painted wood, flush-mounted, drop-lap siding, divided into three approximately equal bays (as defined by the brackets of the facade entablature above);
- Three sets of windows in upper story of front facade - Single, double-hung, one-over-one, painted wood window centered in middle bay, flanked by paired, double-hung, one-over-one, painted wood windows centered in each of the adjacent bays;
- Main facade terminated by an ornate entablature consisting of a wide fascia board,

EXHIBIT B

Easement Monitoring Inspection Form/Affidavit

562 Main Street

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four painted wood cyma reversa brackets, cornice molding, projecting boxed soffit and cornice.

South Facade

- The entire south facade is composed of a combination of vertical and horizontal wood siding;
- The first four feet of the first story siding at the southwest corner of the facade is painted, flush-mounted, drop-lap siding. The remainder of the first story siding is composed of wide, vertical, wood boards which are butted up against the adjacent board;
- There is a wood stringcourse composed of various molding profiles, spanning the entire width of the south facade, located at the floor-level of the second story;
- The entire upper story is composed of painted, flush-mounted, drop-lap siding;
- There are three individual, double-hung, one-over-one, painted wood windows equally spaced across the upper story; and
- There is a paired, double-hung, one-over-one, painted wood windows located towards the southeast corner of the south facade.

General Condition and Potential Problem Areas

Good to fair condition overall. Potential problem areas consist of the following:

- Southwest corner of front facade experiencing structural settlement, or sag;
- Stabilize but maintain the existing and noticeable downward deflection in the pent eave spanning the width of the front facade, and in the wood stringcourse spanning the width of the south facade;
- Repair all vertical wood siding at first floor location on south facade. Retain as much original material as possible;
- Replace all windows--appear to be non-original. All new windows shall be reviewed and approved for historical appropriateness by the Historic District Commission;
- Replace all exterior window trim/casing--trim appears to be non-original. All new trim shall be reviewed and approved for historical appropriateness by the Historic District Commission; and
- Replace all missing transoms at main entrance. All new transoms shall be reviewed and approved for historical appropriateness by the Historic District Commission.

Did Inspector meet with the property owner or his representative during the inspection visit?

No. Planning Staff received owner's consent to conduct inspection without him being present.

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EXHIBIT B

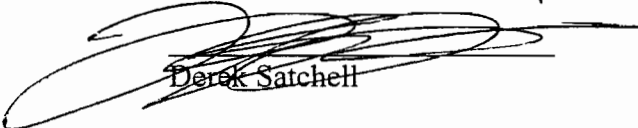
Easement Monitoring Inspection Form/Affidavit

562 Main Street

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Inspected by: Derek Satchell
Title/Affiliation: Preservation Planner
Phone: (435) 615-5070
Date: April 28, 1999

I, Derek Satchell, hereby affirm that the above description was prepared by me and said description is an accurate representation of the physical condition of the property as of 4/28/99.

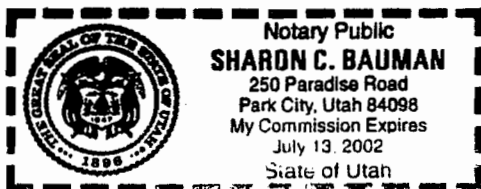

Derek Satchell

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this 6th day of May, 1999, personally appeared before me Derek Satchell, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding Inspection Form, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



NOTARY PUBLIC



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