PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 22, 2005

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 22, 2005.

Closed Session - Executive Conference Room

3:00 p.m. Property

Work Session – City Council Chambers

3:30 p.m. Council questions and comments
3:45 p.m. RAB visioning
5:00 p.m. Monitoring open space
5:30 p.m. Meeting questions/comments

- Destination Tourism and Community Events Partnership with Chamber

5:50 p.m. Break

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

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES FOR AUGUST 25, SEPTEMBER 1, AND SEPTEMBER 8, 2005

V CONSENT AGENDA PUBLIC HEARING

1. Continuation of hearing on Ordinance approving the Finnegan's Bluff Subdivision, located at 760 Saddle View Way, Park City, Utah **(motion to continue to October 6, 2005)**

2. Continuation of hearing on Ordinance amending the Municipal Code, Title 12, Sign Code **(motion to continue to October 6, 2005)**

3. Ordinance approving the Mustang Subdivision Plat located at 827 Norfolk Avenue, Park City, Utah

4. Ordinance approving The Line Condominiums, located at 555 Deer Valley Drive, Park City, Utah

5. Ordinance amending the Land Management Code of Park City, Utah creating Section 15-4-20, Special Events Overcrowding Permit Administrative Conditional Use Permit

VI CONSENT AGENDA

1. Authorization to the City Manager to execute an Agreement, in a form approved by the City Attorney, with the Park City Foundation to market the naming rights for the Sports Complex at Quinn's Junction in an amount not to exceed $7,500 (.5% X $1.5 million)

2. Ordinance approving the Mustang Subdivision Plat located at 827 Norfolk Avenue, Park City, Utah

3. Ordinance approving The Line Condominiums, located at 555 Deer Valley Drive, Park City, Utah

4. Ordinance amending the Land Management Code of Park City, Utah creating Section 15-4-20, Special Events Overcrowding Permit Administrative Conditional Use Permit

5. Authorization to the City Manager to execute a Revised Memorandum of Understanding, in a form approved by the City Attorney, between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership

VII NEW BUSINESS

Easement Agreement with Paladin Development Partners LLC, in a form approved by the Legal Department, to relocate the bulkhead water line at the Spiro Tunnel

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.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 29, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, September 29, 2005.

Posted: 09/19/05
See www.parkcity.org

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.

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE
September 2005
14-18 Summer Tour
15 **No meeting**
22 **Marianne gone**
29 **No meeting**

October 2005
3 Breakfast with the County and School Board
6 Historic District update – Pat
Ordinance- approving a plat amendment for The Public Works Building, located at 1630 Short Line Road (David)
Election Judge Appointments
Contract with Park City Foundation – naming rights
Real Estate Purchase Contract – Old Bus Barn (needs 14 day notice)
Contracts with Utah Power for services relating to the Quinns Recreation Complex and Downtown Projects
Ordinance- approving a final record of survey plat for the Lookout at Deer Valley,
l located at Royal Street West, Park City, Utah
13
20 **No meeting**
27

November 2005
3
8 Municipal Election Day
10
15 Official Election Canvass (*Tentative*)
17
24 Thanksgiving

December 2005
1
8
15
22
29
Pending Items:
KPCW lease
General Plan update
Regional bus service SLC
Conveyance of easement from Iron Mountain & Associates
One year review of Ordinance No. 05-49, outdoor display of merchandise – August 2006
One year review of land use associated with purchase of Aerie/Deer Valley Drive property – August 2006

City Council
Staff Report

Author: Ken Fisher, Recreation Manager
Subject: RAB Visioning
Date: September 15, 2005
Type of Item: Work Session

Recreation & Library Department

Summary Recommendations: Provide direction to RAB and staff with regard to City Park project list, prioritizing future neighborhood park development, development of a dog park, future of the dirt jump park and the formation of a Racquet Club subcommittee.

Description:
Topic:
Provide direction to staff and the Recreation Advisory Board on recreational items for the next year.

Background:
As outlined in the Recreation Advisory Boards Policy & Procedure (attachment 1) the Board shall meet annually with the City Council to receive updated city goals and direction from City Council. RAB met with City Council in August 2004 (attachment 2) for this purpose and at that time the following committees were formed; City Park, Neighborhood Parks, and Dirt Jumps.

City Park Subcommittee: The following project priority list was outlined by City Council to RAB in August 2004:

1. **Expand the current skate park:** This project will be under construction this fall and finished in early spring of 2006. Cost: $361,100
2. **City Park Irrigation:** This project will take place this fall and be finished in early spring of 2006. Cost: $139,000
3. **Basketball Court and Bathroom:** After receiving citizen input opposing the construction of a basketball court to the west of the tennis courts and a bathroom on the north end this project was dropped.
4. **North end of City Park:** Council gave direction to staff to explore the history of certain developments along Sullivan Road that share city rights-of –way and to complete a parking assessment (attachment 3). No further work has been done on this project since the City Park irrigation system needs to be replaced in order to get water to the north side of the park. Staff and RAB needs further clarification on the Council priority with regard to this project.

Neighborhood Park Subcommittee:
The bid process for the construction of two parks in the Prospector neighborhood as well as for the park next to the Racquet Club has been completed. Construction will begin this fall and be completed in the spring 2006.

The budget for neighborhood parks is a $1.2 million dollars. The Council recently gave approval to enter into a Construction Agreement with DRD Paving LLC in the amount of $641,954 for the construction of the three neighborhood parks. Total project cost is $758,559 leaving $441,441 for future neighborhood park development.

Dirt Jump Park Subcommittee:
The facility opened to the public in the beginning of July. The total project was $29,000 to complete and was funded through the City Park CIP Fund.

Analysis:
RAB is looking for Council feedback and direction on the following project priority list that has been identified by staff and RAB as the 2005-06 Work Plan:

Neighborhood Parks
Given the funding available ($441,441) for neighborhood park development it is important for Council to give direction on prioritizing this list of identified projects.

Sewer Treatment Site: Currently being used as storage for Public Works and the site of the dirt jump park. The dirt jump park has a Conditional Use Permit through the fall of 2006 after which time the facility will either need to be made permanent or removed. The location has most recently been discussed as a potential location for the fire department and a park. If Council wants to develop a park on this site RAB would engage the neighborhood to see what amenities they would want developed, and then develop conceptual plans that would be brought back to the neighbors for additional input. To develop a park on this site would likely expend the remaining of the neighborhood park budget ($441,441) and could potentially need additional funding depending on the design.

Old Town Park Sites
RAB is interested in exploring the potential development of neighborhood parks in Old Town. There has been discussion on using neighborhood parks funds to create an area in the proposed town plaza with park as well as upgrading stair-rights-of way and creating a passive park on the 3rd Wisnewski lot with upgrades to "dog path".

> **Town Plaza:** Given the topography of Old Town the development of the town plaza is the best location for developing active park amenities such as playground, water feature and climbing boulders. The park features could be a draw for visitors and residents to come to Main Street with their families.
>
> **Dog Path/Wisnewski:** The City is selling two of the three Wisnewski lots. If the City is keeping the 3rd lot does Council want to consider developing a small passive park on the remaining lot that would create access to the Colman parcel?

Stair Right-of-Way: The city owns several stair rights-of-way that could be potentially upgraded into neighborhood parks. In July, a resident approached two City Council members about using the easement next to the 2nd street stairs between Woodside and Park Ave. for a neighborhood park. The concept was to construct a basketball court and a neighborhood garden. There are several issues with the site namely under the right-a-way there is a sanitary sewer main, water main, storm drain pipe and a mountain bike trail. Any amenities that were to be developed here could be removed at any time if access is needed to the underground utilities. Currently some residents along some these right-of-ways have landscaped the area and have incorporated it into their property.

If Council is interested in developing neighborhood parks in Old Town, RAB recommends that Old Town gets looked at as a whole instead of on a site by site basis. RAB recommends forming a task force with interested Old Town residents with representation from RAB.

Given the current funds available ($441,441) through neighborhood park bond proceeds how does Council want RAB to prioritize the potential development of neighborhood parks?

City Park

Replace Softball Diamond Infield: The current infield at Jack Sutton Field is clay based and has a difficult time draining when a micro burst down poor occurs. The Parks Department would like to replace it with the same infield materials that are used on all the baseball diamonds at Park City High School and Quinns. By replacing the infield the field will play the same as all the others and will create a consistency in play between all the fields as well as be able to hold more water when it rains. This is very important for the Recreation Department as cancellations of softball games are time consuming and inconvenient for participants. The Parks Department also spends a significant amount of resources to prep the field after a rain storm. This past summer there were several cancellations that could have been played had the infield had the proper mix of materials. The material removed will be used to surface the dirt jumps since it is clay based and ideal use for the old infield mix.

Estimated Cost: $15,000

Recreation Building: The Recreation Building located next to the playground in City Park is in need of an “extreme makeover”. The building was originally constructed in the mid 80’s when the park was built. The building currently houses the Recreation Department’s Summer Day Camp and the lower level acts as equipment storage for the Parks Department. In past years, the facility has been rented to various community groups and Sundance throughout the year. The city currently has a lease agreement with the Boys & Girls Club, allowing them to use the facility during the school year.

The current building needs to be evaluated so that it can better meet the needs of the community and the Recreation Department. Staff and RAB recommend that an internal task force consisting of staff assess the building and needs so that the building can become a community asset. Once this is complete a recommendation can be made to RAB and Council as to the scope of the project.

Projected Cost: $50,000 to $1.5 million

Enhancement of Poison Creek
The one amenity that the City lacks is a nice river that runs through the center of town. Poison Creek that runs through City Park will never be a scenic river but could be made to be a more visible feature in the park. The area around the creek by the Marriott on lower main has been upgraded and is very nice. As you enter City Park the stream becomes very overgrown and invisible. RAB would like to explore the options of enhancing the creek through the park so that it becomes more of a feature in City Park. The idea would be to remove Willows and other brush along the western edge of the stream and to open it up so that it becomes more attractive from the bike path. There would be no earthwork done as the stream is in the soils district and any disturbance of the soil would considerably increase the complexity and cost of the proposed enhancement.
Estimated Cost: $100,000

North End of City Park:
Based on the direction given to staff from City Council last year a Parking and Boundary Assessment was completed in October 2004 by Eric DeHaan and Ken Fisher (Attachment 3).

Discussion on improvements to the north end of the park have focused on a combination of reconstruction of Sullivan Drive, driveway edges, gutters, paved parking spots, curbs, and landscaping so that a pleasing edge treatment can be obtained similar to the south end of the park.

Staff and RAB recommend looking at the north end of the park as a complete project (redesign of Sullivan, creation of parking and landscaping) so that it is not piecemealed but done as one project.

If finishing the north end of the park so that it looks the same as the south end is still a Council goal the next step would be for staff to work on the preliminary cost estimates and see how that funding level would work with appropriated funds and with future CIP funding. Then it would be time to advertise for a civil designer, surveyor, and landscape planner for purposes of design and bidding, and then a topographic survey would be completed.

If Council wants to landscape the north end of the park, create paved parking behind 7-11 and pave the parking by the new townhouses by the playground the City Park CIP Fund could cover the cost (Estimated: $225,000). If Council wishes to reconstruct Sullivan Road, and create a nice edge to the park the City Park CIP Fund **could not** cover the cost and additional funding would be sought through the CIP process.

Currently there is $1,095,091 in the City Park CIP Fund with $100,000 increases 2007 (see Table 1).

Table 1 – City Park Funds (CIP #48)

Revenue Source	2006	2007	2008	2009	2010
Property tax Increment - RDA	$ 100,000	$ 100,000	$ -	$ -	$-
Parks and Ice bond Proceeds	$ 290,664	$ -	$ -	$ -	$ -
Impact Fees	$ 419,631	$ -	$ -	$ -	$ -
Sales Tax Bonds	$ 271,616	$ -	$ -	$ -	$ -
Lower Park RDA Bond Proceeds	$ 13,180	$ -	$ -	$ -	$ -
Yearly Total	$1,095,091	$ 100,000	$ -	$ -	$ -
Cumulative Total	$1,095,091	$1,195,091	$1,195,091	$1,195,091	$1,195,091

Table 2 – Estimated City Park Project Costs

Skate Park Expansion	$ 361,100
Irrigation System	$ 139,000
North End Improvements	$ 225,000
Recreation Building*	$ 250,000
Replace CP Infield	$ 15,000
Enhancement of Poison Creek	$ 100,000
Total Cost of all Projects	**$1,090,100**
Available CIP Funds	$1,195,091
Fund Balance	**$ 104,991**

*Assumes moderate refurbishing costs

The City Park CIP fund will cover all the projects recommended for the next year. Depending on the recommendation from the task force on the Recreation Building and direction from Council, additional funding sources would need to be identified if a more expensive solution is recommended. It is staff's intent that any task force recommendation that is not contemplated in the current budget be considered as a part of the CIP prioritization process to be conducted this winter/spring.

Direction is needed from Council on the priority list identified by RAB and staff and whether these items should be added to the 2005-06 Work Plan.

Dirt Jump Park

The dirt jump park has been very well received by the users. While there has been no formal survey done with regard to the number of people using the facility the use has been what was envisioned when the facility was built. The CUP for the facility is through next summer at which point it will either need to be made permanent, relocated or removed. **Staff and RAB would like direction on if this is a facility that could potentially stay at its current location and become part of a potential park or if Council wants the facility relocated.** The worst case scenario would be that the CUP expires and to not have a plan for its relocation or have met the requirements of the CUP to make it a permanent facility.

Dog Park
RAB and City Council received public input in August from citizens desiring the city to build a dog park. The Parks, Recreation and Beautification Board, and more recently the Recreation Advisory Board (RAB) have looked at the development of a dog park on City property including City Park as well as in the development of Neighborhood Parks. The Neighborhood Parks surveys resulted in requests for a dog park at the Prospector Lot and at the Racquet Club, but the requests for other amenities in the parks were greater. The former Parks, Recreation and Beautification Board discussed using the South end of City Park for a dog park, but the neighbors were opposed to the idea. A portion of the South end of City Park is now being used for the sound garden.

The idea of building a dog park had not been brought forward by the community until recently due to the completion of City Park playground fencing improvements and the development of a dog park at Trailside Park by the Snyderville Basin Special Recreation District.

Given the acreage needed to develop a quality dog park, there is limited city owned property that would be appropriate for such a facility. **If Council decides to make the development of such a facility a goal, staff and RAB recommend adding this item to RAB's 2005-06 Work Plan.** There currently is not any funding allocated to such a facility unless neighborhood park money is allocated to a dog park.

Racquet Club
The Racquet Club has received some recent upgrades in its infrastructure (new roof over a part of the facility, boiler and water line to the building) and amenities (new pool and weight equipment). Capital improvements planned this year include replacing the plumbing pipes in the building and remodeling of the locker rooms. This will use all of the total available funds in the Racquet Club CIP Fund (Table 3).

Table 3 Racquet Club CIP Funds

Revenue Source	**Balance**
General Fund	$88,779
RAP Tax Grant	$46,992
Total Available Funds	**$135,771**

Last year staff formed the Friends of the Racquet Club to look at capital improvements for the facility. This group met several times but became somewhat frustrated due to the amount of maintenance that needed to be done on the facility. The Friends group has not met recently as there have not been any programming issues and the Racquet Club and Capital Projects are set for this year. The Capital Projects are based on the recommendations of the Friends of the Racquet Club.

RAB is supportive of staff's plan to develop a capital replacement plan for the building. Any recommendations for additional capital for building improvements will occur as part of the budget process. **Once the capital replacement plan is in place, RAB recommends adding this item to RAB's 2005-06 Work Plan.**

Other Items that RAB has Discussed

Frisbee Golf Course

The idea of developing a Frisbee golf course has been discussed at the RAB level. Given the amount of land that is required (20 acres) to develop a course the ideal location would be at a ski area. It is estimated to cost approximately $15,000 for a 27 hole course. Developing a Frisbee golf course in conjunction with one of the ski areas would create an opportunity for a public/private partnership. **What is the level of interest from City Council in asking RAB to explore this further?**

Pedestrian/Bike Tunnel under Bonanza Dr

The crosswalk on Bonanza Drive is dangerous and RAB has discussed their support for creating a pedestrian/bike tunnel under the road that would link the bike path with the rail trail. RAB understands that this is a very expensive project due to the utilities that run under the road but feel that the residents would be much safer with an underpass to get across the road.

Department Review & Input Received From: Economic Development & Capital Projects, City Engineer, Recreation & Library, Budget & Grants, & Public Works.

Alternatives:

A. Approve the Request:

Provide direction to RAB and staff with regard to City Park project list, prioritizing future neighborhood park development, development of a dog park, the future of the dirt jump park and the formation of a Racquet Club subcommittee.

B. Modify the Request:

Provide direction to RAB and staff that are different from the recommendations.

C. Continue the Item:

Ask for more information from staff and RAB before giving direction.

D. Do Nothing:

Significant Impacts:

As mentioned in the Analysis section of the staff report, there is sufficient funding budgeted for several of the projects listed. If Council directs staff to pursue projects that are currently unfunded, staff would work through the CIP prioritization committee to present Council with funding options during the budget process.

By providing direction to staff and RAB on the items outlined, continued improvements will be made to the park system and recreational amenities which will enable Park City to continue being a world class resort.

Consequences of not taking the Recommended Action: No action is required only direction to RAB and staff with regard to the items outlined in this staff report.

Attachment 1

RECREATION ADVISORY BOARD
Policies and Procedures

1 The RECREATION ADVISORY BOARD (BOARD) is created by Municipal Code of Park City ("Code") Section 2-4-17, attached as Exhibit A and incorporated herein. Nothing in these policies shall overrule any requirement in Section 2-4-17, as amended

2. The Board will advise City Council and staff on parks and recreation policy as requested by the City Council and consistent with the Code. The City Council will refer particular matters to the Board for discussion, public input and recommendations. The Mayor or Council liaison member will communicate the Council's referral of a matter to the Board.

3. The Board shall meet annually with the City Council as part of the Council's visioning workshop, or as otherwise directed by the Council, to receive updated city goals and direction from the City Council.

4. The Chair of the Board shall communicate regularly with the City Council Board liaison member regarding priorities of the Board as they relate to City Council goals. The City Council liaison member will typically report Board progress on matters to the City Council at least once a month. The Board will provide a quarterly progress report to the City Council during work session of a regular meeting.

5. The role of the City Council liaison will be to:

   Attend regularly scheduled meetings.
   Communicate back to the Board recreation issues brought to Councils attention, or acted on by City Council.
   Notify Council of recreation issues brought to the Board by citizens.
   Align Board priorities with Council goals.
   Be a non-voting member of the Board.

6. The Board may request background information from the recreation staff, but such requests shall typically occur at meetings and information shall be requested by the Board as a whole, and all members of the Board shall receive a copy of the information. Board members will use reasonable efforts to communicate independent research material and ex parte information received from the public to the other Board members.

7. Closed meetings may only be held for purposes authorized by U.C.A. 54-4-5, as amended. A quorum for the transaction of business shall be a simple majority of the Board members. Minutes shall be kept at all meetings.

8. Special Task Forces for the study of particular issues may be created by the Mayor and Council. Task Forces may include members of the Board. They will typically serve for 6 months, or until they have completed the work for which they were appointed. Each Task Force shall meet goals and objectives as outlined by the Mayor and Council. The Task Force will elect a Chair to communicate with the Mayor and City Council. City Manager will approve any staff involvement in these Task Forces.

9. Special committees may be appointed by the Chair, with the advice and consent of the Mayor and City Council. These committees will deal with operational and capital project issues. City Manager will approve any staff involvement in these committees.

10. Special "Friends" groups may be formed by Staff, with the advice and consent of the Mayor, City Council, and City Manager. These groups may include members of the Board. Staff will communicate directly with Council any Council issues brought to the group. These groups will deal with user specific programming, operational, and capital issues.

11. At its first meeting, and annually thereafter, the Board shall elect a Chair, Vice-Chair and any additional officers as necessary. The Chair shall preside at all meetings, appoint all committees with the concurrence of the Board, call special meetings, and generally perform the duties of a presiding officer. The Vice-Chair or a Board member designated by the Chair shall preside when the Chair is absent. The agenda for meetings shall be prepared and noticed by the Recreation Manager and the Chair.

12. The Board shall also act as a sounding board for new recreation policies and programs. The Board will hear initial proposals by the public for new programs and ideas, unless otherwise decided by the City Council. Prior to initiating staff time or resources on a new program or policy, the Board shall inform the City Council of the matter and request direction on how to proceed and the timing priority of the new matter.

13. The Board may provide annual policy recommendations in conjunction with the City's review of the General Plan with regard to use of City facilities and property for recreation purposes, and recommendations on recreation policies generally.

Attachment 2

City Council
Staff Report

Author: Ken Fisher, Recreation Manager
Subject: RAB Visioning
Date: August 23, 2004
Type of Item: Work Session

Recreation & Library Department

Summary Recommendations:
Provide direction to the Recreation Advisory Board and staff on City Park, Neighborhood Parks and the development of unsanctioned dirt jumps for bikes.

Description:
Topic:
Provide direction to staff and the Recreation Advisory Board on recreational items for the next year.

Background:
As outlined in the Recreation Advisory Boards Policy & Procedure (attachment 1) the Board shall meet annually with the City Council to receive updated city goals and direction from City Council. The RAB met with City Council in July 2003 for this purpose and at that time the following committees were formed; City Park, Neighborhood Parks, BMX and Youth Issues. Task Forces were formed for the Gilmore Recreation Complex, Ice Rink & Farm Trailhead parking. Staff subsequently recommended and Council approved forming friends groups for the Racquet Club, Golf and Trails. The Council approved policy regarding friends groups is attachment #2.

City Park Subcommittee: The following project priority list was outlined by the RAB in September 2003:

1. **Expand and replace playground equipment in City Park:** Project Complete

2. **Expand the current skate park:** The RFP for the skate park expansion closed on July 30. The design selection committee has chosen Naylor, Wentworth & Lund with Site Design Group to design the expansion. A contract for design will be brought before Council on September 9 for approval. The project will be completed in the spring of 2005.

3. **Curb & Gutter the north end of City Park:** The RAB recommended completing the curb and gutter along the west side of the north end of the park per the 1999 City Park Master Plan. After the sub committee met with Eric DeHaan to review the

project it was discovered that the road was center draining and that curb & gutter was not the proper solution without a complete road reconstruction. No further work has been done to date on this project and direction is needed from City Council.

Analysis:

The RAB is looking for Council feedback and direction on the following City Park project priority list that has been identified by staff and the RAB:

1. Basketball Court: Staff and the RAB recommend building a full size basketball court to the west on the current tennis courts. A regulation-sized court would fit between the tennis courts and Sullivan Road. While building a basketball court has been a controversial issue in the past at other proposed locations this is the preferred site for the following reasons:

- Noise for nearby residents should not be a problem as there is a sidewalk, a parking area, a bermed area, road and fence, and a swimming pool between this site and the housing units.
- The court could share lighting with the tennis courts (with some additional lights).
- This would provide an adult basketball area away from the current site at the Recreation Building,
- Consolidating adult active sports in one area away from activities that are more child/toddler oriented.
- Already active areas with tennis and volleyball courts.

Projected Cost: $225,000

2. Bathrooms at the North end of the Park: In conjunction with the basketball court the RAB and staff recommend building restrooms for the north end of the park. When the park was originally constructed sewer and water were stubbed to the south of the tennis courts for the future construction of restrooms.

Currently there are no restroom facilities on this end of the park requiring tennis and volleyball players to walk a long distance to use the facilities in the Recreation Building.

Staff and the RAB consider the basketball court and restrooms a first priority, since it will meet an identified need for more basketball as well as allow for future planning of the Recreation building site and the existing basketball court to the east of the building.

If Council is in favor of developing a full size basketball court and bathrooms in this area, staff will issue an RFP for design and construction documents so that the project can be completed next summer.

Projected Cost: $100,000 for bathrooms

3. City Park Irrigation:

The current irrigation system for the athletic field in City Park dates to 1985. Over the years several improvements have been made to the irrigation system but the system remains inefficient due to inconsistent spacing between sprinkler heads and inadequate pipe size resulting in poor water distribution.

The Parks Department staff has conducted several irrigation audits dating back to1992. Before improvements were made the water distribution efficiency was 48%. After improvements were made the efficiency was raised to 55%. Today, a minimum efficiency of 80% is considered low with an optimal efficiency of 90%.

The City Park athletic field consumes 4,016,250 gallons of water annually. By raising the efficiency to 85% we will save 1,205,000 gallons of water annually and improve the field quality.

To raise the efficiency to 85% a new irrigation system with correct head spacing, correct pipe sizing and head assignment will need to be installed. This will be achieved by installing a looped main line around the athletic field perimeter. This provides equal pressure from all points of the system. A valve-in-head type system similar to a golf course will be installed. This gives the water manager the ability to irrigate single heads at different run times. This reduces the consumption of water, by not irrigating heads on a circuit that don't require water. (Example, our current system has five heads per station, if one area needs additional water we are forced to over irrigate other areas on that same station.) The proposed system will eliminate this problem.

By upgrading the irrigation system future improvements at the north end of the park that may require irrigation will be accommodated with the new irrigation system.
Projected Cost: $90,000

4. North end of City Park: Completing the north end of the park with curb & gutter was one of the projects that City Council was interested in completing last year. The City Park Subcommittee reviewed the potential project with Eric DeHaan and discovered that to complete curb & gutter would entail the scope of the project growing considerably. The road is currently a center-draining road and installing curb and gutter would require a complete redesign of the drainage plan. The City Park Subcommittee understood the goal was also to "finish" that end of the park with additional parking and landscaping. Currently the bermed area along Sullivan Road from the 7-11 to Deer Valley Drive is unfinished and needs to be improved. Additionally, Sullivan Road from the Tot Playground north to the 7-11 could be cleaned up and beautified with small amounts of landscaping, and public parking should have clearer signage.

Before any work can be done on this project Council would need to give direction to staff to explore the history of certain developments along Sullivan Road that share city rights-a -way. Currently many of these developments have posted "No Parking" or "Resident Parking Only" signs. Staff is unsure of the legality of these signs since they maybe posted on city rights-a-way. Park user's vehicles have been towed for parking in these areas.

Staff and the RAB recommend using the City Park CIP Fund to landscape the area along Sullivan Road from the 7-11 to Deer Valley Drive as well as to create parking places behind the 7-11. After the legality of parking spaces on the west side of Sullivan Road has been determined, appropriate signage and landscaping could be done. If

Council desires to reconstruct Sullivan Road, the City Park CIP Fund **could not** cover the cost of this project.
Projected Cost: $225,000

5. Recreation Building: The Recreation Building located next to the playground in City Park is in need of an "extreme makeover". The building was originally constructed in the mid 80's when the park was built. The building currently houses the Recreation Department's Summer Day Camp and the lower level acts as equipment storage for the Parks Department. In past years, the facility has been rented to various community groups and Sundance throughout the year. The city recently entered into a lease agreement with the Boys & Girls Club, allowing them to use the facility during the school year.

The current building needs to be evaluated so that it can better meet the needs of the community and the Recreation Department. Staff and the RAB recommend that an internal task force consisting of staff assess the building and needs so that the building can become a community asset. Once this is complete a recommendation can be made to the RAB and Council as to the scope of the project.
Projected Cost: $50,000 to $1.5 million

- Staff & the RAB need direction from Council on the priority of the North end of City Park and redeveloping the Recreation Building.

Currently there is $1,033,264 in the City Park CIP Fund with $100,000 increases in 2006 & 2007 bring a total fund balance of $1,133,264 (see Table 1).

Table 1 – City Park Funds (CIP #48)

Revenue Source	**2005***	**2006**	**2007**	**2008**	**2009**
Property tax Increment – RDA		$100,000	$100,000	$ -	$-
Parks and Ice bond Proceeds	$ 300,000				
Impact Fees	$ 447,204				
Municipal Building Authority	$ 270,551				
Lower Park RDA Bond Proceeds	$ 15,509				
Yearly Total	$1,033,264	$ 100,000	$ 100,000		
Cumulative Total	$1,033,264	$1,133,264	$1,233,264	$1,233,264	$1,233,264

*Funds available as of 7/1/04

Table 2 – Estimated Project Costs

Skate Park Expansion	$ 275,000
Basketball Court	$ 225,000
Bathrooms	$ 100,000
Irrigation System	$ 90,000
North End Improvements	$ 225,000

Recreation Building*	$ 250,000
Total Cost of all Projects	**$ 1,165,000**
Available CIP Funds	$(1,233,264)
Fund Balance	$ (68,264)

*Assumes moderate refurbishing costs

These funds will cover all the projects recommended for the next year. Depending on the recommendation from the task force on the Recreation Building and direction from Council, additional funding sources would need to be identified if a more expensive solution is recommended. It is staff's intent that any task force recommendation that is not contemplated in the current budget be considered as a part of the CIP prioritization process to be conducted this winter/spring.

Neighborhood Parks Subcommittee

An RFP has been issued for design and the development of construction documents for two parks in the Prospector neighborhood as well as for the park next to the Racquet Club. Construction for the park at the corner of Comstock & Sidewinder will take place this fall while the other two parks will begin in the spring of 2005.

The budget for neighborhood parks is a $1.2 million dollars. The estimate for design and construction of the three parks is $750,000 which leaves $450,000 available to develop additional neighborhood park facilities.

The RAB is looking for Council feedback and direction on the following Neighborhood Park project priority list that has been identified by staff and the RAB:

1. Wisnewski Parcel: The city purchased this parcel located at the top of Main Street in 2003. This site could be developed into a neighborhood park with an historical component. Due to the unique nature of this site, staff and the RAB recommend creating a task force with representatives from various interest groups to look into the possible development of this parcel. This project could potentially require funding outside of the neighborhood park bond proceeds depending on the scope.

2. Rotary Park: An existing park located in Thaynes Canyon is currently rented out to residents and visitors for various functions. The park currently consists of a pavilion, restrooms and open grass. Staff and the RAB do not recommend changing the use of this facility but instead looking at the current amenities to see if they can be upgraded.

3. Deer Valley Neighborhood: Currently there are no public parks in the Deer Valley area. The RAB would like to explore the possible creation of a public/private partnership with private landowners so that a park could be developed in lower Deer Valley. Bond proceeds can not be used to purchase land.

***BMX Subcommittee*:**

In April the RAB was directed by the City Council to gather more information about the interest for a BMX facility in Park City. Council was interested in knowing what kind of facility was desired, as well as more specific demographic information on the Park City's

BMX/bike community. Surveys were distributed at all the area schools, at the Racquet Club, and were available on-line. The response was very good with 140 surveys completed.

The survey asked respondents to *Rank their preference if Park City were to build a bike facility.* The percentages of #1 ranking are the following:

51% ranked unsanctioned dirt jumps #1
20% ranked Mountain Bike skills #1
18% ranked BMX track #1
3% ranked Cement Park #1

Given that a skills course and dirt jumps are not compatible, the RAB recommends filling these needs with two separate facilities. It is envisioned that a freestyle track (unsanctioned dirt jumps) of this type would consist of 3 lanes (beginner, intermediate and expert) with table top jumps ranging from two to six feet. These jumps would be similar to those located in the ski area terrain parks but on a smaller scale.

A skills course would be a series of progressively more difficult trails that would have elements a rider might encounter on any of our existing trails. The jump park would need to be fenced, have proper signage and be maintained regularly while the skills course could be open all the time and would require only minor maintenance. Either park would be suitable for both BMX and mountain bikes.

The BMX Sub-committee has focused initial efforts on the unsanctioned dirt jumps and recommends that the city consider building a temporary park to gauge the interest in this type of amenity. There were 3 sites that were considered for the temporary park:

1. The Gilmore Parcel by the NAC: The Gilmore Task Force had looked at the BMX facility on that parcel and determined that it was not a good location for a BMX park. The RAB along with the Gilmore Task Force have recommended Gilmore as an appropriate site for the mountain bike skills course.

2. The Bango-Wortley Parcel: This site was the original preferred site for the BMX facility but has been eliminated because of soil contamination issues.

Jeff Schoenbacher from the Building Department writes: " This parcel is situated within the Silver Creek Watershed and is down gradient from the Silver Maple CERCLIS site UTD980951396. Situated within the stream corridor are mine tailings accumulation areas identified from USEPA and UDEQ CERCLIS assessments. As a result, a substantial amount of investigations and clean-up (lead, arsenic) are likely to be needed before using this property for public recreational purposes. Lastly, the site is located within the Soils Ordinance District; therefore the generation, management, and transportation of soils will have to comply with the ordinance depending on the hazardous or non-hazardous characteristics of the material. The remaining regulatory issue is the establishment of Silver Creek Total Maximum Daily Load (TMDL) will result in PCMC controlling sediment run-off from this facility, which is in close proximity to Silver Creek (~125'). A dirt track will need continuous maintenance and storm water controls for minimizing water quality impacts within Silver Creek (TMDL limit zinc .39 mg/L and cadmium .00075 mg/L). Before construction, most likely PCMC will need to comply with the Army Corp of Engineers 404 permit requirements. This is due to regulated wetlands being within close proximity (58') to this site."

There is a portion of this site on the north side of Hwy 248 that could be used, but it would require improved access, parking and extensive site work.

3. The Old Sewer Treatment site on Holiday Ranch Loop: The RAB recommends the Sewer Treatment site for the construction of temporary unsanctioned dirt jumps. This site has become the preferred location because it is on the existing bus route, bike path access, has existing fencing, land that is already disturbed and natural topography that lends itself to this type of facility.

Soil contamination issues will also need to be addressed at this location. According to Jeff Schoenbacher: "Due to the previous industrial use of this site, it is recommended that a Phase II Environmental Assessment be done to determine if the site is acceptable for this type of public recreational activity. Similar to the Bango-Wortley Parcel this site does have Clean Water Act regulatory issues because of the establishment of the East Canyon Creek Total Maximum Daily Load (TMDL) therefore requiring PCMC to control sediment run-off from this facility, which is in close proximity to McLeod Creek tributary (~70'). A dirt track will need continuous maintenance and storm water controls for minimizing water quality impacts within the East Canyon Creek watershed. Lastly, before construction PCMC will also need to inquire into the jurisdiction of the Army Corp of Engineers 404 permit. Navigable waters are situated within close proximity to the proposed site.

The proposal is to use this site as a temporary location for the park. By setting up the park on a temporary basis the City will be able to gauge the interest similar to what was done with the skate park. It is estimated to cost $35,000 to clean up the site (non environmental), build the jumps, fence, sign and generally make safe for public use. The development of dirt jumps would require a Conditional Use Permit.

The RAB needs further direction from City Council on the development of the unsanctioned dirt jumps.

- Is Council comfortable exploring the Sewer treatment Site as a temporary location for this facility? Although there are competing interests for this site, the temporary nature of the facility makes it the recommended site by the RAB and staff.
- There have been no funds budgeted for the development, operation or maintenance of dirt jumps. If Council is in favor of pursuing a dirt jump facility, staff would return with a recommendation for funding as part of the budget process next spring per City policy.
- Public Works currently utilizes this site for storage of sand, gravel, mulch, and for the Christmas tree chipping program. If the design and construction of temporary jumps requires relocation of this storage to another site the impact to

Golf Maintenance operations could be significant depending on the location and availability of alternative storage sites.

Youth Update: This sub committee was disbanded after the Youth Advisory grants became part of the Public Service Contracts.

Department Review: This report has been reviewed by the City Manager, Public Works, City Engineer, Capital Projects & Economic Development, Building, Budget & Grants and Recreation & Library.

Alternatives:

Approve the Request:

Provide direction to the Recreation Advisory Board and staff on City Park, Neighborhood Parks and the development of unsanctioned dirt jumps for bikes. The RAB recommends the following:

- Develop a full size basketball court to the west of the existing tennis courts; Construct a restroom facility to the south of the tennis courts. If Council agrees with the above staff will issue an RFP for design and construction documents so that the project can be completed next summer.
- Replace the current irrigation system for the City Park field resulting in a more efficient use of our natural resources.
- Landscape and create additional parking spaces along the north end of the park.
- Put an internal task force together to make recommendations on the Recreation Building in City Park
- Create a task force of interested parties to explore the possible development of the Wisnewski parcel.
- Explore possible upgrades to Rotary Park without changing the current use.
- Explore possible development of a neighborhood park in Deer Valley.
- Develop a temporary free ride (dirt jumps) park at the old Sewer Treatment site.

Modify the Request:

Provide direction to RAB and staff that are different from the recommendations.

Continue the Item:

Ask for more information from staff and the RAB before giving direction.

Do Nothing:

Significant Impacts:

As mentioned in the Analysis section of the staff report, there is sufficient funding budgeted for several of the projects listed. If Council directs staff to pursue projects that are currently unfunded, staff would work through the CIP prioritization committee to present Council with funding options during the budget process.

By providing direction to staff and the RAB on the items outlined, continued improvements will be made to the park system and recreational amenities which will enable Park City to continue being a world class resort.

Consequences of not taking the Recommended Action: No action is required only direction to the RAB and staff with regard to the items outlined in this staff report.

Attachment 3
City Park: Parking/Boundary Assessment
October, 2004

- Retention basin can be filled in but would have to create equivalent volume of drainage with perforated pipe & gravel in the bottom of the current basin

- City Park property line is about 5' off the back of the 7-11 building

- Vie Retreat line is approximately between utility poles. Could create parking spaces on City property.

- All "tow away" and "No Parking" signs and existing access to condos between the main City Park entrance and the 7-11 appear to be legal.

- Could create parallel spaces on the west side of the road by the softball field. No development plans have been submitted for the vacant parcel with the old sofa. Potential access off of Sullivan because of historic structure on property. City may grant access if the building is saved, which would create a new driveway or two off Sullivan.

- Where the new townhouses were built by the playground: the City owns the property up to the new six-foot wooden fence. Area has been graveled. Good spot to create parking. A parking spot is 9' wide x 18' deep. Recommendation from Eric DeHaan would be to make the spots only 18' deep and then give the townhouse owners an easement to push out their landscaping, possible including a shorter fence, to the edge of the parking. Eliminates creating a small landscaped area for the city to maintain.

- Sullivan Dr not scheduled for reconstruction until 2009 at the earliest under current budget, so the parking improvements noted would have to come from the City Park CIP budget.

- The City Engineer recommends not doing a boundary survey because there is so much existing information available about the City Park boundary and the dozens of properties surrounding it. At the appropriate time there will need to be a topographic survey completed. Staff and the RAB need to have a better definition of the park improvements so that the topographic survey is relevant to a future design project.

City Council Staff Report

Planning Department

Author: Brooks T. Robinson
Subject: Conservation Easements
Date: September 22, 2005
Type of Item: Work Session discussion

Summary Recommendations:

Staff recommends that the City Council discuss having Summit Land Conservancy (SLC) provide baseline reports and annual monitoring of lands owned by the City but not purchased with Open Space bond funds. Staff further recommends that the Council discuss the granting of a conservation easement on the recently purchased Hope parcels.

Background:

On September 30, 2004, the City Council directed staff to prepare third-party conservation easements on all lands purchased with the open space bond proceeds. The Council also directed staff to award a service provider contract in accordance with the procurement policies that have been adopted by City Council to one qualified non-profit (Summit Land Conservancy) to assist with monitoring. Monitoring will include Flagstaff annexation areas as well as bond purchased parcels.

The City granted easements on the following parcels:

Richards Ranch (SR 224)
Virginia Mining Claim (Rossi Hill)
Union Pacific (Rail Trail)
Grover (Round Valley)
UP&L (Bottom of Main St)
McMillian (Round Valley)
Bilogio (Round Valley)
Cranbrook (Round Valley)
E. Gillmor (Round Valley)

Subsequent to the granting of the Conservation Easements on the above properties, the City purchased the Hope, Emily and Alvina parcels on April Mountain. Summit Land Conservancy has approached the City to put a Conservation Easement on this land in addition to the McPolin/Osguthorpe farm and the Florence Gilmor purchases. The latter two were not purchased with Open Space Bond funds.

Analysis:

Staff received the following email from Jennifer Guetschow with the Summit Land Conservancy:

"Our goal in having this discussion with Council is to understand the original intent of the purchase/donation acceptance by the City of lands considered "open space" as well as get a clear answer on whether the City does or does not want easements. We are constantly asked about these properties and asked to pursue easements, so we felt it only right to get the answers in a public forum.

The detailed information I am looking for is summarized below and if you can get the information or direct me to whom I should speak to get the information myself, I would be most appreciative!

McPOLIN FARM:

- Clarification of how the McPolin Farm was purchased - source of funding. Total cost (if public information) of purchase.
- What was the City's intent when this land was purchased? Is this land deed restricted and are there some other layer/layers of protection?
- Need clarification on the process to change the use from open space if it was ever considered for some kind of development (I was told that it may require a public vote - but unclear on the specific details).
- This information should be in written format and if so, how can I get a copy? What kind of uses are allowed (if it is ROS, then is there anything that is prohibited by any restrictions on this land that would otherwise be allowed in the zone?
- What is the City's position on placing a conservation easement on the property?

FLORENCE GILLMOR IN ROUND VALLEY:

- Florence Gilmore property in Round Valley donated by FG - how are restrictions placed? By deed, contract, combination? What was the City's intent when the property was accepted? Anticipated uses/restrictions?
- What is the City's position on placing a conservation easement on the property?

HOPE PARCEL:

- Has COSAC completed the purchase?
- What are the anticipated uses of this land?
- What is the City's position on placing a conservation easement on the property?"

Staff finds that the Conservation Easements are duplicative to the restrictions already in place, either zoning (Recreation Open Space at the Farm) or deed restrictions (recreation uses only on the F. Gillmor parcel). There are numerous other properties that the City owns (e.g. Prospect Ridge, below the Aerie, Bango-Wortley) that are useful for open space, and zoned Recreation Open Space, but not necessarily considered for Conservation Easements. The existing restrictions (zoning and deed restrictions) are sufficient to meet the citizen's expectations of conserving open space, while still allowing necessary improvements after careful public scrutiny. The Council may prefer that the Hope Parcel be put in a Conservation Easement in keeping with previous policy.

Staff recommends that the City discuss having Summit Land Conservancy or other open space non-profit agency provide additional assistance to the City in creating a baseline and annual monitoring of other City Lands.

Recommendation:
Staff recommends that the City Council discuss having Summit Land Conservancy (SLC) provide baseline reports and annual monitoring of lands owned by the City but not purchased with Open Space bond funds. Staff further recommends that the Council discuss the granting of a conservation easement on the recently purchased Hope parcels.

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 25, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Phyllis Robinson, Consultant

Scott Loomis, Director of Mountainlands Community Housing Trust; Gil Blonsley, senior housing consultant

1. Council questions/comments. Marianne Cone encouraged the public to see the bus shelter art work at Silver Lake and Councilmember Erickson thanked Public Works for its maintenance of the streets. Joe Kernan acknowledged staff's participation on tax reform legislation discussions which is critical. He referred to a list of recommendations he compiled associated with trails, including improved signage and connections, specifically the dead-end of the narrow sidewalk adjacent to the golf course. The Mayor expressed his appreciation of Officers Ed Clouse, Darwin Little, Ron King, Nick Kingery, Mark Schaerrer and Mary Ford with regard to closing the Eric Low case. He introduced Polly Samuels McLain, the newly hired Assistant City Attorney.

2. Affordable housing update. Phyllis Robinson referred to her staff report outlining housing accomplishments over the past fiscal year, a request for policy direction on future items, and a discussion on senior housing. Forty-six percent of City full-time regular employees reside within the employee housing boundaries which is consistent with the School District boundaries. The City provides incentives including a monthly employee housing allowance, and opportunities for home ownership in Silver Meadows, including the second home mortgage program approved last year. She added that affordable housing obligations associated with developments are beginning to appear; the first two Talisker units in Empire Pass will be deed restricted and staff is negotiating with the developer of Silver Star on his housing component. Ms. Robinson pointed out that the current resolution allows for the reduction in unit equivalent requirements in exchange for affordability, which Silver Star is likely to utilize. Staff is also working on an updated methodology for calculating exclusionary housing requirements, defining employee generation numbers, and updating the in lieu of fee formula. The resolution now provides for an accompanying workbook which contains a lot of information and Ms. Robinson suggested simplifying this material for the benefit of all parties. SB60, requiring jurisdictions to adopt a moderate income housing element, was recently enacted by the state legislature and Park City substantially complies with state law without performing any additional work. Phyllis Robinson pointed out the regional cooperation feature and the bi-annual reporting requirement of the legislation.

She suggested maintaining a long-term strategic housing plan so that the City's goals are clear to everyone, like focusing on ownership housing for instance. The target income market is based on 60% or below of the area median income for a family of four, or about $50,000, and home ownership programs generally reach 80%, which is generally the cut-off for federal programs. She pointed out the benefits of the City's assistance in preserving the Holiday Village and Parkside rental stock and the challenges of providing opportunities for ownership. She felt that creating a strategic plan with clear housing goals will better guide developments, provide a plan for the use of *in lieu of* fees and benchmark information. The City has done a great job of keeping people living and working in the community but as the need for affordable housing grows, she suggested looking at redevelopment opportunities and financial tools like second mortgage and down payment assistance, etc. She discussed a lease-purchase option which has been successful in other communities and pointed out that there are a variety of financial models to consider. In response to a question from the Mayor, it was explained that the obligations outlined in the MPD for the PCMR base area still exist. Although the Marriott Mountainside had no housing requirement, there may be an opportunity to initiate negotiations on employee generation and associated housing demands with the renewal of the CUP There was discussion about the unit equivalent being 800 square feet and valued at about $60,000, which will be reevaluated in today's market.

In response to a question from Kay Calvert, Ms. Robinson stated that the recommended target market is households, averaging 3.1. Ms. Calvert expressed her concerns about the difficulty for young single citizens to find affordable housing. Ms. Robinson spoke about the older product in town, lost opportunities, and the benefits of community outreach and education programs. Ms. Calvert discussed the possibility of redeveloping old housing stock, rather than building new housing and Ms. Robinson felt this is feasible. The Mayor pointed out the complications created by condominium ownership and the challenges in obtaining 51% concurrence within a project. Ms. Robinson agreed but felt there may be interested sellers with a block of units and pointed out that units can be sold individually and mixed use projects are desirable. Talisker's obligations were explained. Candace Erickson expressed her surprise that 70% of residents live and work here, because of the large number of commuters. She stated that she supports the concept, but pointed out the difficulty in tracking where people work. Ms. Robinson added that another component is working with larger employers in the region to provide housing for their workers.

With regard to identifying the target market, Jim Hier supported the recommendation in the staff report for a moderate income product and to reevaluate the plan every two years, consistent with state law. This is a change from the City's focus on low income rental housing. He believed that the rents for older stock are still low enough that there doesn't appear to be an advantage of including it in a monitored affordable housing program. Ms. Robinson pointed out that the advantage in converting is the ability to purchase, and Mr. Hier emphasized the importance of the property being owned by individuals and not the developer, obligated to provide affordable housing. He felt that managing financial assistance is a huge responsibility which probably should lie with a Housing Authority, not the City. As land becomes more expensive within the City, the ability to provide affordable housing will become more difficult and the outlying areas by default, become options. He felt the City should entertain these out-of-town proposals if accompanied with a transportation plan. Phyllis Robinson relayed that in relation to compliance with SB60, regional housing has come up in discussions with Summit County. She acknowledged that the School District boundaries are similar to the regional transportation area and felt including transportation is a good beginning.

Joe Kernan believed that ownership should be the focus, but expressed concerns about the feasibility of young citizens acquiring property at an affordable price. Candace Erickson found that there are older for-sale condos available, priced around $100,000 and discussion ensued about how quickly real estate sells. Mr. Kernan interjected that younger people can't afford to buy anything new, and Ms. Robinson pointed out that some individuals have purchased new housing in outlying areas in the $180,000 to $250,000 range. Mayor Williams stated that he would have loved to buy property when he was 25 years old, and encouraged Council members to acknowledge the realities of purchasing a home. Mr. Kernan expressed his support of exploring reviving the Housing Authority, specifically because of its bonding ability to provide more opportunities in the community.

With regard to senior housing, Ms. Robinson explained that assisted living has been added to Council Goal #9, sustainable place to live, but pointed out the many types of housing within this category. She relayed that she met with Gil Blonsley, a local senior housing expert and acknowledged that the service component is not her area of expertise and recommended collecting solid data on senior housing needs to formulate a policy, which was supported by Council members. Council members Cone and Hier expressed the need for an analysis of local needs and Ms. Erickson added that it would be helpful to include existing facilities in proximity to Park City. Gil Blonsley explained in detail, the varying level of care associated with nursing homes, assisted living, and senior housing. About 20% of senior housing is publicly owned and Kay Calvert discussed the potential for the private sector performing an analysis of the market as part of its interest in building senior housing here. Candace Erickson was pleased to add senior housing to the plan, and felt that providing basic practical housing for seniors is important.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 25, 2005

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, August 25, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Myles Rademan, Public Affairs Director; Lloyd Evans, Chief of Police; Ray Milliner, Planner; Brooks Robinson, Planner; and Brian Anderson, Parking Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Myles Rademan reported that a new group, 20/30 Vision, will be convening Tuesday evening. This meeting is open to the public but participation is limited to individuals in their 20s and 30s.

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

The Mayor invited the audience to comment on any matter of City business. Hearing none, the public input session was closed.

IV CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance amending Section 9-2-3 of the Municipal Code of Park City, providing for regulation of stopping or parking on streets in the Parking Code – Mark Harrington referred to a draft ordinance in the meeting packet, which clarifies that hot air balloons qualify as vehicles in the Motor Vehicle Code where obstructing traffic is prohibited. There is a similar provision in the City's codes for construction activity and delivery vehicles which are regulated. He emphasized that this legislation holds hot air balloons to the same standards as others, and does not prohibit balloons from landing. He referred to minimum operational requirements in terms of landing in residential areas, where there is almost no enforcement. Currently, the City responds on a complaint basis and the police would like the ability to cite an operator if a traffic problem is being created and the City Prosecutor has advised that this ordinance is the best solution.

Kay Calvert asked about hot air balloons parked on the side of the street, but still allowing for cars to move around them and Mark Harrington advised that as long as there is one open travel lane, there is no problem. Sometimes there are balloons, support vehicles, and clients milling around the street, but 99% of the time there isn't a conflict. Occasionally, there is a situation where it is helpful for the police to have clearer authority. Ms. Calvert asked if the word, *obstruction*, is subjective and the City Attorney responded no and added that it is going to be *difficult* to receive a citation under this clause. Balloonists would have to be deliberately in the middle of the street, obstructing traffic. He reiterated that they would be treated under the same standard as any other vehicle in the right-of-way. Council member Erickson questioned the frequency of these problems. The City Attorney explained the good informal relationship the City has enjoyed with balloonists over the years, but there are instances where the police need authority to cite an individual who refuses to cooperate. Jim Hier asked if there is a regulation for other things that could include balloons rather than describing them as vehicles, and Mr. Harrington explained that the Prosecutor could not find anything else that was applicable. The City adopts the Uniform Vehicle Code reference which doesn't address hot air balloons and the Legal Department felt this ordinance is an easy clarification which holds the balloons to the same standard as others. He continued that officers rely on clear standards for the benefit of both the alleged violator and the complainant. There was discussion about other aircrafts, like hand-gliders, which are regulated by the FAA.

Chief Lloyd Evans stated that amending the parking code simplifies how these situations are handled. He agreed that there are other ordinances which could be affected, but they are misdemeanors (i.e., disturbing the peace, trespassing, etc.), and a parking citation seems to be most applicable. Jim Hier agreed with Ms. Calvert that the term, *obstructing*, is subjective. Chief Evans stated that it is not, and it means that traffic is not able to pass in either direction. Joe Kernan felt it is helpful for everyone to have clear rules. In response to Ms. Erickson's comment about the number of complaints, Chief Evans stated that the City receives complaints on an on-going basis about a number of things. This is a tool for officers to utilize in a non-complaint instance. He also believes the City has an excellent working relationship with balloon companies and stated that this is not an attempt to interfere with these businesses. Jim Hier felt that this is an effort to create a solution in search of a problem and questioned its purpose. Mark Harrington felt that the ordinance clarifies that balloonists are allowed to land in the street as long as traffic is not obstructed as described. Some operators have been resistant to cooperate, enforcement is currently confusing, and the amendment is recommended for consideration because it is relevant. In response to a comment made by Kay Calvert about the ordinance not improving response time, the Chief noted that the Department has identified a concern and the Legal Department recommends enacting this ordinance, which is a reasonable attempt to address non-compliant situations. The Mayor opened the public hearing.

Darren Wilde, owner of Morning Star Balloons, believes this is a non-issue and he believes that he and Mr. Ivers hold themselves to a higher standard already. It is not their intent to cause distractions or harm by interfering with traffic. He agreed with Ms. Calvert that the interpretation of *obstructing* the road and associated time frames are unclear, and he asked if buses making an eight point turn and blocking traffic two ways are compliant. He suggested that this ordinance may prompt poor landing decisions because of the fear of being cited and fined. Kay Calvert stated this is a big concern to her and asked for further clarification. Mr. Wilde explained that the operator may be distracted about paying a fine. There was discussion about the ease of moving a hot air balloon out of the way on the ground and Mr. Wilde reiterated that this is a non-issue. If the balloon is easy to move, Mr. Kernan expressed his confusion on why there is any resistance. Mr. Wilde stated that most likely it won't be a distraction but it's another thing to think about. Joe Kernan felt that having rules protects everyone and Mr. Wilde discussed the good communication among operators and their efforts to self-regulate.

The Mayor expressed his concern about an incident relayed to him by staff and other observers of the blatant disregard of a police officer's authority to clear the road. With regard to Mr. Wilde's comments, Mayor Williams still believed that safety would be the foremost priority of the pilot.

Myles Ivers, Park City Balloon Adventures, believed that the ordinance is subject to interpretation. He has been an operator for 20 years and blocking traffic has not been a problem. He questioned if this is an issue at all. Hearing no further comments from the audience, the Mayor closed the public hearing.

Marianne Cone suggested that the matter be continued for six months because education may be a solution. Mr. Hier recommended that action be removed from the Consent Agenda and discussed under New Business. In response to a question from Joe Kernan, the City Attorney explained that citations can be appealed like other traffic tickets. Lloyd Evans clarified that parking violations can be handled administratively and citations can be paid or appealed. Currently, if someone is charged with a misdemeanor traffic violation and pleads not guilty, the City Prosecutor handles the case. The ordinance proposes an administrative process as opposed to a criminal process, which staff deems more appropriate. He continued to explain that *obstruction* is adequately defined although the duration is not, and he discussed the delivery ordinance. The objective is compliance.

2. Ordinance approving a record of survey plat for the Deer Valley Condominiums, located at 345, 355 and 365 Deer Valley Drive, Park City, Utah – Ray Milliner explained that this changes three duplex buildings to condominium ownership and the Planning Commission reviewed and inserted a number of conditions and findings to prohibit any increase in size. The Mayor opened the public hearing.

Paxton Guyman, owner of one of the lots, stated that two building permits have been issued. The density and uses are the same and the application only addresses the condominium format. With no other comments, the public hearing was closed.

3. Ordinance approving the First Supplement to the Amended and Restated Record of Survey for Hotel Park City, located at 2001 Park Avenue, Park City, Utah – Planner Brooks Robinson explained that the record of survey is consistent with the MPD and CUP, and creates condominiums in the ten buildings under construction at the golf course. There are 32 units, 46 keys in the ten buildings, utilizing 16.5 unit equivalents. The Planning Commission forwarded a positive recommendation on August 10 consistent with the findings and conditions outlined in the ordinance. Mayor Williams invited the audience to comment and hearing no input, closed the public hearing.

V CONSENT AGENDA

With regard to Item 1, Marianne Cone expressed that she appreciated the Chief's explanation of the administrative process and supports that approach. Jim Hier noted that the spirit of the ordinance still allows balloonist to land on streets. Candace Erickson emphasized the value of hot air balloons in the community and preserving these businesses is important. This does not preclude non-compliant operators in the future and she felt it appropriate to provide the Police Department with better tools. Kay Calvert reiterated that the word, *obstruction*, is subject to interpretation in her opinion. Mark Harrington advised that staff will keep Council updated on all activities. The City has a good relationship with operators and the ordinance provides clarification which helps facilitate the ballooning activity, not distract from it. He added that the City has made its own property available for take-offs and landings which has been criticized by some citizens. This is a reasonable accommodation which carries some accountability. Kay Calvert felt that the police appeals committee would be a good recourse for complaints. Kay Calvert, "I move to approve Consent Agenda Items 1 through 3". Marianne Cone seconded. Motion unanimously carried.

1. Ordinance amending Section 9-2-3 of the Municipal Code of Park City, providing for regulation of stopping or parking on streets in the Parking Code – See staff report and public hearing.

2. Ordinance approving a record of survey plat for the Deer Valley Condominiums, located at 345, 355 and 365 Deer Valley Drive, Park City, Utah - See staff report and public hearing.

3. Ordinance approving the First Supplement to the Amended and Restated Record of Survey for Hotel Park City, located at 2001 Park Avenue, Park City, Utah - See staff report and public hearing.

VI NEW BUSINESS

1. Award of a four-year contract, in a form approved by the Legal Department, to Ampco System Parking for parking services in the annual amount of $207,292 with an increase for the last two years based on the U S Department of Labor's Consumer Price Index for Services – Brian Anderson explained that a compliant procurement process was conducted and staff is recommending approving of the above-mentioned contact. The Mayor invited the public to comment on any aspect of parking services. Hearing none, Jim Hier, "I move to authorize staff to execute the contract for parking as described in the staff report". Kay Calvert seconded. Motion unanimously carried.

2. Authorization to staff to purchase 4.51 acres located at Aerie Drive and Deer Valley Drive (SR224) from Royal Street Corporation in the amount of $150,000 – The Mayor emphasized that open space bond monies will not be expended for the acquisition. If the property is not used for affordable housing, Council member Hier asked about the requirement to reimburse the RDA. The City Manager explained that the funds would need to be paid back to the RDA. By way of example he discussed reimbursing the RDA for the Bango-Wortley purchase which was initially contemplated for affordable housing and purchased with RDA funds. He advised that the funds for

this purchase would derive from tax increment from the lower Park Avenue RDA, not bond proceeds. There was discussion about reviewing the purchase in a year and Jim Hier felt that if it is likely that the property will not be used for affordable housing, to purchase the land with General Fund or CIP monies. Tom Bakaly relayed that the General Fund can be reimbursed if affordable housing is ultimately built and there are existing funds in the CIP for the purchase. Candy Erickson commented that her concern is identifying the use of the property at some defined point.

Myles Rademan explained that this transaction is a bargain sale agreement with Royal Street. In this market, the parcel is worth far more than $150,000 and under the agreement; uses are limited to open space trails or affordable housing. Jim Hier supported conducting an analysis to determine the land use as permanent open space or affordable housing. Marianne Cone discussed another option of accommodating both open space and affordable housing. Myles Rademan pointed out the intention of the purchase is to preserve the Lost Prospector Trail as it exists Jim Hier asked if the need for an RDA meeting is negated if the purchase is made with General Fund monies. The City Manager recommended holding the RDA meeting and denying the appropriation of RDA funds for the purchase.

Jim Hier, "I move we approve the purchase agreement for the purchase of the Royal Street land parcel, described in the staff report, with direction to purchase the land with five year CIP funds and direction to review the land for final disposition within a one-year time period". Candace Erickson seconded. Motion unanimously carried.

VII 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 2:30 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Candace Erickson, "I move to close the meeting to discuss personnel, property and litigation". Joe Kernan seconded. Motion carried unanimously.

The meeting opened at approximately 4:45 p.m.

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

Prepared by Janet M. Scott

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 1, 2005

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

Tom Bakaly, City Manager; Kent Cashel, Deputy Public Works Director; Eric DeHaan, City Engineer; Patrick Putt, Planning Director; Alison Butz, Special Events and Facilities Manager; Brooks Robinson, Senior Planner; Myles Rademan, Public Affairs Director; Lloyd Evans, Chief of Police; Matt Twombly, Trails Coordinator

1. Council questions/comments

Mayor Williams relayed the outpouring of community support and the numerous suggestions to organize participation in Hurricane Katrina relief efforts. He announced a community meeting in Council Chambers on Tuesday from 5:00–7:00 p.m. Dr. David Sundwall from the Governor's Office will be present. In addition, the Red Cross will be holding a blood drive on Wednesday from 3:00-8:00 p.m. Manager Bakaly expressed interest in the level of the City's involvement and role in this effort and the Mayor's intent was to facilitate local efforts.

The Mayor reported that he and Father Bob Bussen had met with a group from the University of Utah to discuss potential outreach programs the University could sponsor for the Hispanic community in Park City. He will keep Council advised of their progress. He also applauded the Jazz Festival, as well as the Fire District's efforts in extinguishing the hill fire Sunday evening.

Marianne Cone thanked Maria Barndt for cleaning up the gravel on the Poison Creek Trail in the Deer Valley Drive underpass.

Council Members thanked Katherine Matsumoto, Myles Rademan, Brenna Herbert and David Maloney for their efforts in producing the 20/30 Vision meeting. The large turnout and enthusiasm of participants reinforced the fact that Park City has many people who care about the community. Myles Rademan reported that survey results and next steps would be reported in the future.

At the invitation of the Mayor, Chief Lloyd Evans reported that the Elks Lodge had honored Robert Lucking as officer of the year for his dedication and work in helping to make our streets safer.

The Mayor commented on the long, arduous process of rebuilding Park Avenue and thanked Eric DeHaan for his hard work. He had recently visited with residents who talked about the process and how great the street looked.

2. Strategic plan for City-owned properties

Deputy Public Works Director Kent Cashel reminded Council they had reviewed the report on August 18, 2005; however, it had been reformatted for review and discussion tonight. He explained the criteria for identification of these parcels was “raw” land, larger than one-half acre, with development potential. Staff requested that Council approve the resolution adopting a strategic plan for the properties.

3. Funding for Rail-trail paving project

Trails Coordinator Matt Twombly reviewed Staff’s request for Council to authorize the City Manager to enter into a Cooperative Agreement in the estimated amount of $23,606.19 as the City’s match for construction of the Historic Union Pacific Rail Trail (specifically, the first 1,000 linear feet from Bonanza Drive to the existing, state-owned, paved area of the trail). Following a multi-year process, this project is ready to proceed and plans are developed enough to schedule bidding through UDOT. Prior to bidding, the City must enter into the Cooperative Agreement.

Jim Hier noted the report did not specifically identify the portion of the rail trail. Due to delays that would result from revising the agreement, he requested that the *minutes clearly reflect that it is the first 1,000 linear feet from Bonanza Drive to the existing paved area of the trail*. Matt noted the project number is the reference number for the project and it is described in the Statewide Transportation Improvement Plan, which was not attached to the report. He clarified that once the project was completed, we would be reimbursed by the County for a portion of the expenditure; however, the agreement is between the City and UDOT.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 1, 2005

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 1, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; Polly Samuels McLean, Deputy City Attorney; Kent Cashel, Deputy Public Works Director; Brooks Robinson, Senior Planner; Patrick Putt, Planning and Zoning Director; Eric DeHaan, City Engineer; Matt Twombly, Trails Coordinator

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Member Joe Kernan thanked the Park City Performing Arts Foundation for sponsoring the successful summer concert series.

Mayor Dana Williams invited Bruce Erickson to the dais. Council Member Jim Hier stated that last month Bruce Erickson quietly retired after serving 16 years on the Planning Commission. As a former Planning Commission Member, Mr. Hier spoke of Bruce's experience and leadership of the group. Council felt it was appropriate to honor him for his contributions to the group and to the community. In addition to their thanks and gratitude, Council presented Bruce with cross country skis/bindings. Bruce expressed appreciation for the support of Council Members and the Mayor through the years, as well as the support and guidance of the Planning Staff, City Attorney and City Engineer.

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

Peter Roberts, The Glory Hole, reported he was actively pursuing his hot glass studio project. He stressed that it would provide a great contribution to the community in terms of cultural tourism and higher education.

Liz Peet, 3 year resident and glass artist, stated she worked at the Pilchuck Glass School, established by Dale Chihuly, near Seattle every summer. She felt a hot shop at the bottom of a ski run in Park City would be incredibly successful. She spoke of the increased success of glass artists in arts festivals and how this would enhance our art community.

Fletch Halliburton, graduated from Alfred University in the Bachelor of Fine Arts Program of Glass, moved to Park City in hopes of becoming part of the Glory Hole team. He felt this was a rare opportunity to create a glass shop which would encompass the entire process from the making to selling of glass.

Tom Humes also offered support for the Glory Hole project, noting that it would bring together artistic and educational opportunities for residents and tourists, both young and old.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 18, 2005

MOTION: Jim Hier, "I move to approve the work session notes and minutes of August 18, 2005 as submitted." Marianne Cone seconded. Motion passed.

Kay Calvert	Recused - not present on August 18, 2005
Marianne Cone	Aye
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

V OLD BUSINESS

Resolution adopting a strategic plan for city-owned property with development potential

MOTION: Marianne Cone, "I move that we approve the resolution adopting a strategic plan for city-owned property with development potential as presented in the packet." Candace Erickson seconded. Motion unanimously carried.

VI NEW BUSINESS

1. Authorization to staff to enter into a cooperative agreement for pre-construction reimbursement with UDOT for improvements to the Historic Union Pacific Rail-Trail and appropriation of $23,606, as Park City Municipal Corporation's match to the project - Trails Coordinator Matt Twombly briefly reviewed the staff report and reiterated that the area to be paved would involve 1,000 linear feet from Bonanza Drive to the existing paved area of the Historic Union Pacific Rail Trail.

MOTION: Joe Kernan, "I move to authorize staff to enter into the cooperative agreement with UDOT and appropriate $23,606 to match other funds of the project". Marianne Cone seconded. Motion unanimously carried.

2. Appeal of a conditional use permit for construction on a steep slope, and a conditional use permit for an accessory apartment for 234 Daly Avenue, approved by the Planning Commission on July 27, 2005 - Appellants Eric Mosher, Julia Pettit and Brooke Hontz

Mayor Dana Williams stated that Council must determine the criteria they would follow in judging the appeals. Assistant City Attorney Polly Samuels McLean explained the basic standard of review is *error of law*, wherein Council would determine whether the Planning Commission acted within the scope of the Land Management Code and correctly applied the law. The other option is *de novo* review, in which case Council would vote to hear the whole case *de novo* (again). Council members concurred they would judge the case based on the *error of law* standard.

Senior Planner Brooks Robinson explained the appeals involved two Planning Commission approvals granted for 234 Daly Avenue: 1) Conditional Use Permit for Construction on a Steep Slope (slope greater than 30%); and, 2) Conditional Use Permit for an Accessory Apartment. He explained that a conditional use is an allowed use that has impacts that must be mitigated. A few years ago, the City adopted the steep slope Conditional Use criteria based on concern about the number of steep lots remaining to be developed in the Historic District. The current real estate market is creating pressure to develop lots that were previously not thought of as being economically viable.

Mr. Robinson presented a slide show of all the homes on Daly Avenue illustrating the mix of structures built on varied parcel sizes, and built in different eras under different codes. He stated the lot at 234 Daly Avenue is 7,840 square feet and the maximum footprint allowed by the HR-1 Zone floor area ratio formula is 2,274 square feet. The proposed footprint of the house is half of that and the total house size would be approximately 3,000 square feet. Therefore, Staff found this project to be compatible with the neighborhood.

Member Kay Calvert asked about floor area ratio equivalents for other houses in the neighborhood. Mr. Robinson explained they did not perform a comparative analysis of every home on the street; however, at the direction of the Planning Commission, Staff performed an analysis on two duplexes:

> 220-222 Daly - lot size 6,200 square feet; living area 3,000 square feet.; four levels, FAR .497; and,
>
> 210-212 Daly - lot size 6,000 square feet; living area 3,000 square feet, three levels, FAR .72.

He compared that to the .41 FAR for 234 Daly Avenue based on square footage/lot size mentioned earlier. The Staff did not perform a comparative analysis to the Mosher/Pettit property or others across the street or on Ridge Avenue.

Mr. Robinson stressed that the Planning Commission based their decision on information enumerated in the Code and had received input during four public hearings. They also held several work sessions and conducted site visits. He stated there is a global concern by Staff and the Planning Commission about whether criteria needed to be revised; however, all applications are reviewed under the current code and criteria.

Brooks Robinson explained that the accessory apartment was less than 1,000 square feet (less than one-third of total building size) and met all the criteria of the Land Management Code.

Mr. Robinson summarized that the Planning Commission received substantial input, received detailed research and analysis of the Code, they visited the site, and found that both of the Conditional Use Permits, Steep Slope and Accessory Apartment, complied with criteria of the Land Management Code. Staff recommends that the City

Council deny the appeals and uphold the Planning Commission approval according to the findings of fact, conclusions of law, and conditions of approval.

Mayor Williams invited the appellants to give their presentation.

Brooke Hontz, 209 Daly Ave, stated her husband (Jon Weidenhamer) is member of Planning Staff. She emphasized that Staff and the Planning Commission did an excellent job, but the problems lay with the applicant's plan and the Code which is not stringent enough when one considers what has been approved for this lot. She presented handouts to Council highlighting her response to Staff's analysis.

Ms. Hontz stated neither of the garage spaces on the building plans meets the minimum interior dimension requirement of 11' wide by 20' deep. In addition, the plan shows a third parking spot that is not code compliant. Concerns regarding parking spaces and sizes were raised at three hearings. Lower Daly frequently does not have enough parking for the number of units and upper Daly occasionally experiences the same situation. This past winter emergency vehicles were called to Daly several times and the road was blocked for over an hour each time. Adding the pressures of a project that does not meet code to these substandard roads is questionable.

Ms. Hontz bought her home in Old Town because of the rules and loves the uniqueness, but is concerned that focus on Old Town had been relaxed. She stressed it is a challenging site and better solutions must be developed. She did not feel there had been enough give and take to allow these approvals and specifically questioned the height, setbacks and parking. In the interest of setting a precedent that the Historic District is a special and unique place that deserves better development solutions, she respectfully requested that Council grant the appeals of the Steep Slope CUP and the Accessory Apartment CUP.

Julia Pettit and her husband Eric Mosher live at 239 Daly and own 243 Daly. She stated they returned to Park City because of its unique quality and history and have lived in Old Town for over 13 years. They are concerned that the approval will establish a precedent that could jeopardize other areas of Old Town. She noted she had submitted additional input to Council and Staff to highlight where they felt the analysis, findings of fact, and conclusions of law fell short.

Ms. Pettit agreed that Daly Avenue is a mixed bag, but to focus only on properties directly across the street as the basis for compatibility was wrong. She noted there was no flat portion of the lot on which to develop; it is entirely a steep slope, approximately 50 degrees. She did not feel there had been any analysis of the impact the project will have on emergency vehicles because there are not adequate setbacks to provide a margin of room for large vehicles rounding that corner to get to upper King and upper Norfolk. Further, she did not believe the criteria required under Section 15-1-10, even though it may be subsumed into the conditional use permit criteria, had been addressed in findings of the staff report, nor in the action letter.

Ms. Pettit commented that this will be the only visible building on Daly Avenue when looking down from American Flag and that is indicative of its incompatibility with the streetscape. She appreciated Brooke Hontz' analysis and report about issues of code compliance and encouraged Council to pay careful attention.

Ms. Pettit stated there were additional people interested in speaking out against the project who had not met the ten-day appeal period. She raised due process concerns about how people who had been following the project received notice of the Planning Commission's action. The applicant's action letter was e-mailed on July 28th, but it was not mailed to people who had either appeared at the hearing or submitted written objections. She encouraged Council to consider the comments submitted by those who had not met the appeal period.

Although her husband, Eric Mosher, was not able to attend, she read a statement from him. He felt the future of Park City was at a cross-road and many of the characteristics that make Park City a unique place to live are being lost. He feared that the charm and character was being whittled away and Old Town was becoming a suburb of Deer Valley. Criteria in the Land Management are too subjective and easily manipulated and the requirements need to mean something if we hope to achieve the goals and objectives under the General Plan for historic preservation. He expressed particular concern about the lack of analysis of the impact of the project on the historic properties across the street from the project and along Daly Avenue.

Mr. Mosher's statement also noted there was no ability to minimize grading on the site; terracing may erode and cause undermining and eventual failure; there was insufficient parking; and setbacks were questionable. The structure will have a towering wall effect. He stated Council's action on this matter would set the precedent for the fate of Old Town and expressed hope that Council was committed to preserving Old Town.

Council Member Calvert referred to conditions experienced last winter and asked if people were parking illegally on the street. Ms. Pettit responded that occasionally happened because some projects did not have adequate parking. The accessory apartment in this structure increases concern about the project having adequate parking.

Council Member Kernan referred to comments that parking did not meet code. He requested clarification as to whether parking is within the scope of Council's review in this appeal and, if so, he requested a response from Staff about the parking issue.

Senior Planner Robinson Brooks stated that Planning Staff and Chief Building Official have met with the applicants regarding the parking space size. Initially, the interior spaces fell 6 inches short of 11 x 20 feet because they were going to be finished with drywall and the mechanical room included a bump-out. However, the Planning Director had made a finding of substantial compliance with the Code. Subsequent modifications were made and both interior spaces meet the Code requirement. He added that the planter in the outside parking space was eliminated to allow sufficient depth for that space.

Assistant Attorney McLean stated general parking was raised in the appeal; however, specifics of the garage interiors were not. It is up to Council to determine whether it wants to expand consideration of that.

Brooke Hontz reported she had met with Ron Ivie to review the approved plans and he said they did not meet code, even if the bump-out is removed.

Council Member Cone felt parking, interior and exterior, should be addressed.

Council Member Hier explained that Planning Commission review of Conditional Use applications does not address interior dimensions of parking spaces. That level of review is left to the Planning Staff and Chief Building Official. The Planning Commission would not have reviewed the interior parking spaces and it does not fit within Council's review criteria for this appeal. Assistant Attorney McLean reiterated that Council could only consider what the Planning Commission reviewed.

Planning Director Patrick Putt explained it was common to make changes to approved building plans and those were handled administratively between Building, Engineering and Planning. The changes are noted on the plans and are reviewed for code compliance. Unless they are significant (change in rooflines that may impact snow release, radical exterior changes, etc.) adjacent property owners are not notified.

Council Member Calvert requested clarification of the appellant's issue because the footprint was staying the same. Ms. Hontz explained parking was an issue because the accessory apartment contains a den which could become a bedroom and there is a potential of renters having two cars. In order to create code compliant parking spaces, the staircase will be affected and everything inside the structure will have to be shifted. She felt it was appropriate for Council to discuss parking because she had questioned the adequacy of parking before the Planning Commission. Ms. Pettit added that the action letter included an incorrect finding that the plan included three code compliant parking spaces. There has not been mitigation of the additional parking issues created by the extra living space.

Assistant Attorney Polly Samuels McLean stated the accessory apartment criteria require that one parking space per bedroom must be provided in addition to requirements for the primary residence. That is what the Planning Commission based their decision on, and it is the criteria Council must use to determine whether an error of law was made.

Brooks Robinson clarified for Council Member Hier that it was possible to adjust the accessory apartment parking pad to create a code compliant space. They concurred that the Planning Commission's findings for the accessory apartment in effect approved the parking pad.

Council Member Kernan asked Staff to explain "substantial compliance". Mr. Robinson explained that Title 15-4-1 Zoning Administration and Enforcement allowed Staff to make a determination as to whether violations are in substantial compliance, or other enforcement actions taken. Patrick Putt explained the reasoning for his decision: a six foot long section of the interior garage space was constricted to 10'6". Considering the requirements in the off-street parking section that the minimum interior dimension of a single garage must be 11'x 20', and a double garage must be 20'x 20', he found it to meet the *intent* of the code, or "substantial compliance". Ms. McLean stated it was Council's role to determine whether that determination was within the meaning of the code.

Brooks Robinson explained for Council Member Cone that *platted* Ridge Avenue is nowhere near the location of the existing road in this location, although the City claims a prescriptive right of use for Ridge since it has been there for over 100 years. This lot was platted with a road through it, so it did not go through a subdivision process. This presented challenges to the applicant because his buildable area was reduced. A previous owner gave the City a snow storage easement on the east portion of the parcel, and during the winter it is used for snow storage.

Don & Kathleen Simon explained they have lived in Old Town for 15 years and wanted to remain in this area, although they wanted to downsize from their larger home. When they optioned the property, they commissioned a soils analysis, and met with the City Engineer, Building and Planning Departments who outlined all the issues before they purchased the lot. Mr. Simon felt the hard work had been done with Staff and they arrived at a sensible project that met Code. Although they support the public process, they have been hurt. There were comments that the grade is 50 degrees and that the soils are poor and the hill would collapse. He has a certified survey as well as analysis by a soils engineer that disprove those allegations. They have not maximized the footprint and they meet the required setbacks. They have a thorough excavation plan and the structure is engineered to seismic standards. He stated they had exceeded requirements all the way through the process and if the Building Department finds areas non compliance, they will make changes. He noted this was the 5^{th} public meeting on their project and no new evidence has been presented. He requested a decision and thanked Council for their consideration.

Council Member Hier stated this is one of the most comprehensive appeals Council had reviewed and complimented the appellants. It has identified several areas in the Land Management Code that may require modification and he would like a discussion of those elements regardless of the outcome of the appeal. He supported directing Staff to review language in the HR Zones and consider restructuring language to prevent large homes, eliminate specific square footage allowance on steep slopes, and define what is and is not allowed.
Council Member Hier stated he did not find that the Planning Commission made an error of law with regard to these applications and he could not support the appeal.

Council Member Marianne Cone added she had discussed these same issues with Patrick Putt. Retaining the character of Old Town is a huge priority.

Russ Henry, Daly Avenue resident, commented that the house will be incompatible with all other structures on Daly Avenue. He relayed information about a project on King Road where the owner tried to accommodate neighborhood concerns and reduced the size of the home. As a result, the project is being redesigned and has been substantially delayed. Mr. Henry felt compatibility and sensitivity to the neighborhood were more important than merely meeting the Code.

Joe Kernan did not find sufficient information to determine that the Planning Commission made an error of law. He supported the balance that the Staff and Planning Commission had worked out.

Kay Calvert supported the Planning Commission's action. She agreed that parking and safety issues are valid and exist everywhere in Old Town, but must be addressed outside of this discussion. She supported Mr. Hier's suggestion for a review of Land Management Code language.

Marianne Cone agreed that the Planning Commission had not made an error of law. However, she requested an additional week to review the material given to them at the meeting and requested a set of building plans.

Candace Erickson did not see that the Planning Commission erred; however, she did not think the neighbors were wrong either. She did not like the building, but it was not legally wrong. She would be willing to wait if she felt the information would prove an error of law.

Attorney McLean cautioned that the process was to review what the Planning commission reviewed. Should Council desire to look at new plans, they must expand their review to include the new plans.

A brief discussion followed and it was stressed that it was not within the Planning Commission's purview to review building plans. They are asked to review the site plan, setbacks, and building elevations. The Building Department is responsible for reviewing plans and ensuring compliance with the International Building Code.

MOTION: Kay Calvert, "I move to deny the appeal of the Conditional Use Permit for Construction on a Steep Slope and the Conditional Use Permit for an Accessory Apartment at 234 Daly Avenue approved by the Planning Commission on July 27, 2005". Jim Hier seconded. Motion carried.

Vote:	Kay Calvert	Aye
	Marianne Cone	Nay
	Candace Erickson	Aye
	Jim Hier	Aye
	Joe Kernan	Aye

VII ADJOURNMENT

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

Mayor announced they would meet socially at Butchers, and no City business would be conducted.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4:30 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Candace Erickson, "I move to close the meeting to discuss personnel and property". Joe Kernan seconded. Motion carried unanimously.

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

Prepared by Sharon C. Bauman

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 8, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jerry Gibbs, Public Works Director; Myles Rademan, Public Affairs Director; and Colin Hilton, Economic Development Director

1. Council questions/comments. Candace Erickson reminded the audience of Wind Power Week and thanked Recycle Utah for making programs and events available to the public. RAB met during the week and will return to Council with a visioning update soon. The Literary Festival begins tomorrow and she encouraged the public to participate in this great first-year event. Recycle Utah will hold its household hazmat collection on September 24. Marianne Cone commented on the success of the Miners Day festivities. Joe Kernan thanked the Mayor and Ms. Erickson for attending the sales tax meetings in Salt Lake. Jim Hier relayed that the Rotary did a great job in organizing Miners Day and he reported that Friday is the grand-opening of the Chamber Visitors Center at Olympic Park. Kay Calvert thanked the Mayor for holding a community meeting for Katrina victims. The Mayor commented on Wind Power Week. He thanked the Red Cross and Coldwell Banker for holding the blood drive for Katrina victims and reported on the overwhelming response to St. Mary's Catholic Church's collection. He discussed hosting a Cajun dinner at Fort Williams for New Orleans evacuees in Utah and emphasized that donation of cash and/or dry goods is probably the best way to help. Mayor Williams stated that he was personally contacted by Senator Hatch who relayed that the appropriation of $1.6 million for replacement buses was formally approved. Candace Erickson thanked Public Works for assisting in *the running of the balls* on Miners Day and encouraged people to see the Scarecrows Festival at the Farm this weekend.

2. General discussion about Old Town trash issues. Jerry Gibbs referred to his staff report which contains elements of other reports drafted over the last four years on trash issues. When this was discussed last February, Council did not provide clear direction on proceeding with a trash container ordinance and since that time, the City has received comments on containers left on the street and billing problems associated Main Street businesses. Mr. Gibbs noted that enforcement was an issue of discussion and he relayed that in researching this topic, other cities report that violations rarely go to court, which may be an indication that their ordinances are not fully enforced. Candace Erickson felt that cans left out two days after pick-up should constitute an infraction and again brought up confiscating containers in instances of non-compliance. Mr. Gibbs believed that removing them may result in violators using their neighbors' trash containers. Jim Hier felt that trash cans should be allowed on the street a day before and a day after pick-up. After notice is given, the containers should be seized and there was discussion about the level of notice and the need for associated storage.

Marianne Cone stated that she does not favor the *enforcement route* and expressed the effectiveness of neighbors helping each other out when out of town. She felt that many problems are prompted by property management companies and suggested inserting information about timelines in removing trash containers in water bills. Ms. Cone requested that all cans be brown rather than blue, and Jerry Gibbs explained that brown cans come at a cost. He discussed information distributed by the Public Affairs Department and made available at public facilities and public service announcements. The Mayor questioned blaming property management companies and Marianne Cone explained that her assessment is based on walking Woodside and looking at properties. Mr. Gibbs interjected that there are a number of individually owned and managed units and second homes. If cans are confiscated, he predicted that people will claim that they were stolen, and there will have to be a high level of cooperation with BFI. It is simple to seize a can, but the follow-up will require staff time and the formulation of an adjudication process. Kay Calvert didn't feel as if Council has enough information about the inventory of the streets in Old Town and Mr. Gibbs felt that addresses can be generally identified. A survey has not been explored by staff because there has not been clear direction on proceeding with an ordinance. The work session is intended to determine if an enforcement approach is preferred by Council. Marianne Cone confirmed that she is opposed to enforcement. Joe Kernan pointed out that besides visual impacts, containers left on the street may create safety problems with regard to snow removal and he suggested that there may be ways to cut costs like monitoring streets and enforcing the ordinance only a couple times of year with seasonal staff. He felt that a fine of $30 to $40 would cover the costs of managing confiscated containers. Rather than being cited, Marianne Cone felt that violators could be reminded of guidelines by posting a notice on their containers by neighborhood volunteers. Jerry Gibbs responded that all of these suggestions are possible. The Mayor encouraged Council members to keep on point.

Jim Hier stated that he doesn't believe that collecting cans and fining the owner is a big deal and over time, people will begin to comply; he felt that most residents will be delighted. It is irrelevant to him whether offenders are property management companies or private citizens. He agreed with Council member Kernan that how our streets look is significant or the City wouldn't have so many regulations for Old Town. The Mayor suggested that there be a marketing blitz, specifically for the benefit of property managers, that the City is considering an ordinance. Ms. Cone felt that the same information could be inserted in water bills which will reach the owners of property before enacting an ordinance. Joe Kernan suggested postponing implementation of the ordinance. Jim Hier agreed that publicizing the fact that Council is contemplating an ordinance is appropriate and suggested scheduling two public input sessions in the meantime. He emphasized that if the code is not enforced, nothing is going to change. Discussion ensued regarding an acceptable length of time to leave a container on the curb and it was decided to allow the day before pick-up, collection day, and the day after. Jerry Gibbs stated that staff will need to work through the logistics of the enforcement piece. Marianne Cone asked for feedback on the water billing idea and Ms. Erickson pointed out that bills are frequently handled by the owners' agents or property management companies. She felt that distributing the information to the lodging community will be most effective. Mr. Gibbs also understood Council direction to be to hold a public input process before the ordinance is brought before the City Council.

Tom Bakaly suggested that Council may want to focus on a pilot program addressing Old Town, not a community-wide program where there are a variety of collection days. In addition to aesthetics, safety considerations are relevant to Old Town. He cautioned that enforcement costs may be significant and advised that volunteers can not legally enforce ordinances; the law must be imposed consistently not sporadically. Joe Kernan again discussed his suggestion and the City Manager added that the City must also respond to complaints as they arise.

Marianne Cone commented on the grease dumped around the dumpsters in Swede Alley and asked who is accountable. Jerry Gibbs explained that BFI has the contractual responsibility to handle grease from commercial dumpsters. He agreed that grease spillage is a real problem and impossible to monitor. He felt that restaurants need to take ownership of the problem and the Mayor suggested talking to the HMBA about this at an upcoming meeting.

The City Manager stated that BFI's contract is currently being negotiated with Summit County. He asked if there is interest on behalf of the City to manage part of BFI's contract, more specifically the collection from Main Street businesses. Jim Hier expressed that philosophically, there is little merit in the City providing trash removal services but there needs to be a financial analysis of the impacts before Council can evaluate the proposal. Joe Kernan suggested exploring ways that the City can assist BFI in collecting payment from Main Street businesses. Ms. Cone supported keeping the contract in tact and Ms. Erickson agreed but expressed her willingness to assist BFI, if possible. The City Manager understood the direction to staff to be to perform an analysis to determine if there are any solutions available in the current framework.

3. Recreation Complex naming rights. Myles Rademan explained that a professional marketing firm would ask for 10% of what is raised in addition to a retainer. The Park City Foundation, a local community non-profit, is willing to assume the project for three months without spending a lot of money. If Council is desirable to selling naming rights, he felt it appropriate to open it to local foundations and individuals first before considering corporations. He clarified the intent to raise $800,000 to reimburse the five-year CIP fund and to create an operating and maintenance fund for the Complex, all of which total $1.5 million. Mr. Rademan recommended sending out a letter outlining the benefits of naming rights and Mr. Hier expressed his support of the approach. It was explained that Park City Foundation would be compensated 5% or up to $75,000 based on the assignment. Candy Erickson added that proceeds would be held by Park City Foundation and distributed to other non-profits who qualify for funding. Myles Rademan interjected that the Foundation has raised about $300,000 over the last few years which has been distributed to local interests.

In response to a question from the Mayor, Mr. Rademan explained that naming rights are not generally granted in perpetuity as in the past. More often, naming rights are limited to a specified period of time and the duration relates to how much is paid. Only the Council has the discretion to award naming rights and he pointed out that the City's auditors have advised that municipalities can not trade naming rights as outlined in the staff report. Kay Calvert emphasized that individuals or family foundations will require permanent naming rights and the City can potentially make more money by contracting with corporations. Mr. Rademan agreed and noted that there will be a process for evaluating responses. He felt that $1.5 million seemed like a reasonable target. Colin Hilton estimated a professional marketing plan to cost between $5,000 to $10,000 and it was the feeling of the task force to assess community interest first before soliciting corporations. Jim Hier felt it important to conduct a financial analysis to assign values to naming rights intervals. Myles Rademan agreed that an analysis would be helpful, but it is the task force's recommendation to explore local interest first. Kay Calvert added that corporations will carefully research and determine the value of this marketing approach. Jim Hier insisted that an amortization table would be helpful for the City.

For the benefit of Joe Kernan, Mr. Rademan explained that the Park City Foundation is accommodating the effort for the benefit of the community. It is not a marketing firm. Kay Calvert reiterated that the committee wanted to introduce the concept first to local interests first before hiring a marketing firm, typically requesting 10% not 5%. Council concurred with staff's recommendation. Tom Bakaly stated that a contract with the Foundation will be prepared for review and consideration at the September 22 meeting.

4. Review of regular meeting. There was no discussion. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 8, 2005

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 8, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Ray Milliner, Planner; Mat Twombly, Parks Planner; and Pace Erickson, Operations Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Dana Williams discussed the energy conservation challenge among City departments and reported that the Library won but all facilities reduced consumption by at least 5% which was the target.

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

The Mayor invited the public to comment.

1. Local Art Cooperative - Dale Craighead, local art cooperative member, announced that they reached their two main goals in the Old City Hall space on Main Street during the summer. Accomplishments included meeting revenues and becoming a non-profit corporation. It is their intention to formulate outreach and education programs. They are planning to provide drop-in classes available for visitors and tourists. Ms. Craighead noted that they have maintained information, like number of daily visitors, and will present this data to Council once compiled. The group is hoping to find another gallery location on Main Street and is open to any suggestions the City may have. She thanked the Historical Society for providing flexibility in their lease arrangement for the space.

2. Literary Festival - Elizabeth Swank commended Ms. Craighead for her efforts in making the cooperative a success. She invited everyone to the opening of the Literary Festival tomorrow. David Ernst, organizer, thanked the Council and staff for collaborating to make the event possible. He found it remarkable that 26 authors will be participating this first year and he again relayed his thanks to the City.

3. Outdoor display of merchandise – CUP - Mike Sweeney, President HMBA, stated that business owners appreciate the legislation allowing the display of outdoor merchandise but added that applying for an administrative conditional use permit is somewhat strenuous. He urged Council to consider streamlining the process and reported he is meeting with the Legal Department on this issue.

4. Assistance to Katrina victims - Beth Fratkin, resident, suggested that the evacuees housed at Ft. Williams be transported to Park City for a community event. The Mayor reported that the Restaurant Association is proposing to go there and the plan is in the works. He thanked her for her willingness to participate.

IV CONSENT AGENDA PUBLIC HEARING

Ordinance approving a one year extension of a plat amendment to combine Lots 1 – 3, Block 30 of the Snyder's Addition to the Park City Survey into one lot of record at 819 Empire Avenue, Park City, Utah – Ray Milliner explained that the owner lives in Australia which contributed to delays in recording the plat. Council member Cone asked the size of the footprint and Mr. Milliner explained that the lot is approximately 3,800 square feet, which would allow a 1,520 square foot footprint. Designer Peter Barnes explained that because of a donation of property to the City, 1,700 square feet was set as the maximum, but the building is designed at 1,400 square feet. The Mayor opened the public hearing, and hearing no input, closed the public hearing. Mr. Barnes made himself available for any questions on the project.

V CONSENT AGENDA

Mayor Williams relayed his support of Item 2, promoting energy saving innovations in the community. Candace Erickson, "I move approval of Items 1 and 2". Jim Hier seconded. Motion unanimously carried.

1. Ordinance approving a one year extension of a plat amendment to combine Lots 1 – 3, Block 30 of the Snyder's Addition to the Park City Survey into one lot of record at 819 Empire Avenue, Park City, Utah – See staff report and public hearing.

2. Resolution supporting a voluntary green building program that raises the level of awareness of green building in our community – See staff report.

VI NEW BUSINESS

1. Authorization to award a construction contract to DRD Paving in the amount of $641,954 for three neighborhood parks – Prospector Park, New Prospector Park and Racquet Club Park – Mat Twombly explained that staff has been working with RAB over the past several years on neighborhood parks and solicited input on this concept. Agreeing on designs took some time and staff is recommending approval of the contract to DRD Paving. Discussion ensued on naming parks which will be discussed by RAB. Ms. Erickson interjected that RAB has worked very hard on this project and she is very proud to see this contract. Mr. Twombly commented that a climbing boulder is included for the new Prospector Park, which will be constructed this season. The other parks are contemplated to be built in the spring. Kay Calvert, "I move to approve the authorization to award a construction contract to DRD Paving in the amount of $641,954 for three neighborhood parks – Prospector Park, New Prospector Park and Racquet Club Park". Marianne Cone seconded. Motion unanimously carried.

2. Authorization to enter into a Cooperative Agreement with the Summit County Cooperative Weed Management Area – Pace Erickson explained that the City already works well with the Summit County Weed Board who has been helpful over the years in identifying noxious species. The City has had a weed abatement program in place since 1994 and has spent approximately $25,000 a year in control efforts. Based on his observations, Mr. Erickson believes that Park City is the only entity with an active and effective weed abatement program and the only agency already compliant with the terms of the MOU. Staff is not recommending using County services and the MOU basically formalizes what the City is already doing like working cooperatively with other groups and managing noxious weeds on our property. There are no enforcement or financial impacts and the Code requires that property owners keep their property free of noxious weeds which is enforced by the City. It is not recommended to adopt the County's ordinance. In response to a question from Kay Calvert about enforcement of the County's ordinance within its own jurisdiction, Mr. Erickson didn't believe the program to be especially effective, but noxious weeds are controlled within Park City's borders. He acknowledged that it is a regional issue, not jurisdictional, and Council member Calvert believed it has to be enforced in the County so that Park City's abatement efforts aren't compromised. Pace Erickson felt that if this is the case, the City can pressure the County to enforce the ordinance and in addition, controlling noxious weeds is a federal law. However, the MOU may accomplish this by promoting a collaborative process. Jim Hier, "I move we adopt the resolution authorizing the Mayor to sign the Memorandum of Understanding with the Summit County Cooperative Weed Management Area". Marianne Cone seconded. Motion unanimously carried.

VII 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 3:30 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Marianne Cone, "I move to close the meeting to discuss personnel ". Joe Kernan seconded. Motion carried unanimously.

The meeting opened at approximately 4:30 p.m.

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

Prepared by Janet M. Scott, City Recorder

City Council
Staff Report

PLANNING
DEPARTMENT

Author:	**David Maloney**
Applicant:	**Jonathan DeGray on behalf of Robert Martino**
Subject:	**827 Norfolk Avenue**
Date:	**September 22, 2005**
Type of Item:	**Administrative**
Zoning:	**Historic Residential (HR-1)**
Adjacent Land Uses:	**Low Density Residential**

Summary Recommendations:
The Planning Staff requests that the City Council open the public hearing on the Final Plat of The Line Condominiums plat located at 827 Norfolk Avenue, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration.

Background:

The current legal description of the property is the northeasterly 22 feet of Lot 7 and the southerly 15.33 feet of Lot 8, Block 14 of the Snyder's Addition to the Park City Survey.

The applicant is requesting a plat amendment to create a legal lot of record (Mustang Subdivision Lot 1) that will have 37.33 feet of frontage along Norfolk Avenue, and between 77 and 78 feet of depth. The new lot is to be adjacent to two other Old Town lots, on the east side of Norfolk Avenue, between 8th and 9th Street. Adjacent to the proposed western lot line, lies the Crescent Tram (Refer to Photo 2). This proposed plat amendment does not impact, nor create potential future impacts for the Crescent Tram.

Currently there is a historically significant house, which has undergone extensive modifications on the property. The house sits on both parts of the existing lot.

Analysis:
The property is located within the HR-1 zone. The proposed plat amendment will create a lot of approximately 2893 square feet in size, which complies with the minimum lot size requirement dictated by the LMC (15-2.2-3). Access to the lot will continue to be from Norfolk Avenue. The creation of this legal lot of record is required by the City before further site development can occur.

Notice:
Notice of this hearing was sent to property owners within 300' on July 28, 2005. Public notice was published in the Park Record July 28, 2005. No comments have been received to date regarding the proposed plat amendment.

Department Review:

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on June 7, 2005, where representatives from local utilities and City Staff were in attendance.

Alternatives:

- The City Council may approve the final plat of the Mustang Subdivision with the conditions stated, or modify the conditions, or

- The City Council may deny the final plat of the Mustang Subdivision and direct staff to prepare findings supporting this recommendation, or

- The City Council may continue the discussion to a later date.

Recommendation:
The Planning Staff requests that the City Council open the public hearing on the Final Plat of the Mustang Subdivision located at 827 Norfolk Avenue take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration as found in the Ordinance.

Ordinance No. 05-

AN ORDINANCE APPROVING THE MUSTANG SUBDIVISION PLAT LOCATED AT 827 NORFOLK AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as 827 Norfolk Avenue have petitioned the City Council for approval of the Mustang Subdivision plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on September 14, 2005, to receive input on the Mustang Subdivision plat;

WHEREAS, the Planning Commission, on September 14, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 22, 2005 the City Council approved the Mustang Subdivision plat; and

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

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

SECTION 1. APPROVAL. The Mustang Subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

FINDINGS OF FACT

1. The property is located at 827 Norfolk Avenue in the HR-1 zone.

2. The current legal description of the property is the northeasterly 22 feet of Lot 7 and the southerly 15.33 feet of Lot 8, Block 14 of Snyder's Addition to the Park City Survey.

3. There is a historic dwelling located on the property that has undergone extensive modifications to its original form.

4. The applicant is requesting a plat amendment to create a legal lot of record that will have 37.33 feet of frontage along Norfolk Avenue, and upto 78 feet of depth.

5. The proposed plat amendment will create a lot of approximately 2893 square feet

in size, which complies with the minimum lot size requirement dictated by the LMC (15-2.2-3).

6. The new lot is to be adjacent to two other Old Town lots, on the east side of Norfolk Avenue, between 8th and 9th Street.

7. Access to the property is from Norfolk Avenue.

8. The minimum lot size in the HR-1 District is 1875 square feet.

9. Notice of this hearing was sent to property owners within 300' on August 3, 2005. Public notice was published in the Park Record August 1, 2005. No comments have yet been received.

CONCLUSIONS OF LAW

1. There is good cause for this plat amendment.

2. Neither the public nor any person will be materially injured by the proposed plat amendment.

3. As conditioned the plat amendment is consistent with the Park City General Plan.

CONDITIONS OF APPROVAL

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.

2. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.

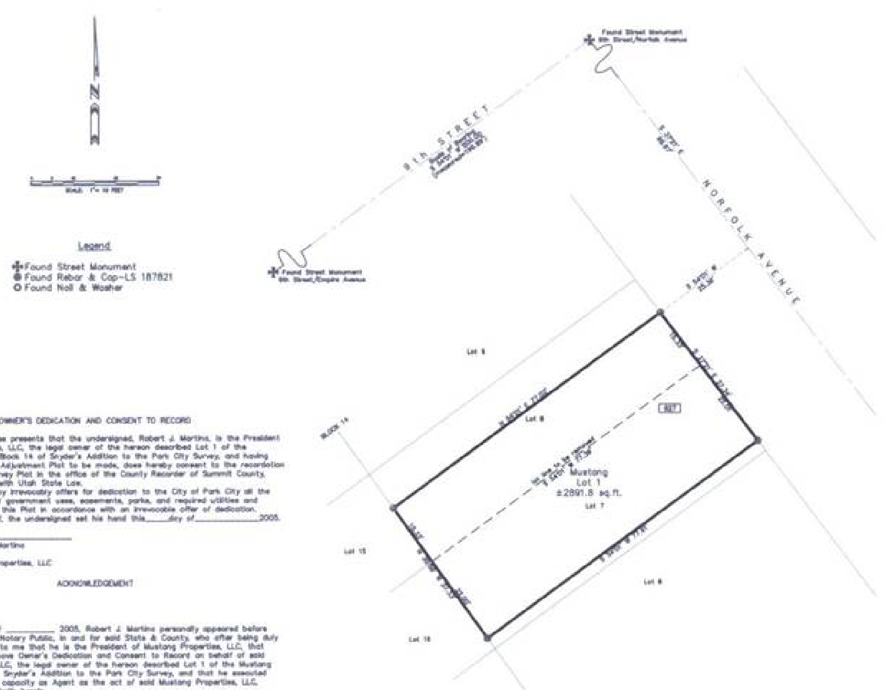
3. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

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

PASSED AND ADOPTED this 22^{nd} day of September, 2005.

Exhibit A – Proposed Plat Amendment

Mustang Subdivision
An Amendment to Block 14, Snyders Addition to the Park City Survey



NARRATIVE

1. Survey requested by: Mustang Properties, L.L.C.
2. Purpose of survey: plat amendment.
3. Basis of survey: found Street Monuments as shown. Block dimensions are from the Park City Monument Control Map by Bush & Gudgell, Inc. Recorded as Entry No. 197765 in the office of the Summit County Recorder. Subdivision of Block 14 from the Map of Park City by Caldwell & Richards Engineers, traced from the original map July, 1927.
4. Date of survey: June 27, 2005.
5. Property monuments found as shown.
6. Located in the Northeast Quarter of Section 18, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. The owners of the property should be aware of any items affecting the property that may appear in a title insurance report.
8. This plat amendment is based on the previous boundary survey by 'On The Map Surveying', dated October 13, 1998, provided by the owner.
9. The street address of Lot 1, Mustang Subdivision, is 827 Norfolk Avenue.

LEGAL DESCRIPTION

Mustang Subdivision
Lot 1

Old Legal Description: The Northerly 22 feet of Lot 7 and the Southerly 15.33 feet of Lot 8, Block 14, Snyder's Addition to the Park City Survey, according to the official plat thereof, on file and of record in the office of the Summit County Recorder.

New Legal Description: Beginning at a point which is N 37°21' W, 15.33 feet from the Southeasterly corner of Lot 8, Block 14, Snyder's Addition to the Park City Survey, said point being on the Westerly right-of-way line of Norfolk Avenue and running thence S 37°21' E, along said right-of-way line of Norfolk Avenue, 37.34 feet; thence S 54°01' W, 77.91 feet to the Westerly line of Lot 7 of said Block 14; thence along said Westerly line and the Westerly line of said Lot 8, 37.33 feet; thence N 54°01' E, 77.02 feet to the point of beginning, containing 2891.8 square feet, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned, Robert J. Martino, is the President of Mustang Properties, LLC, the legal owner of the hereon described Lot 1 of the Mustang Subdivision, Block 14 of Snyder's Addition to the Park City Survey, and having caused this Lot Line Adjustment Plat to be made, does hereby consent to the recordation of this Record of Survey Plat in the office of the County Recorder of Summit County, Utah, in accordance with Utah State Law.
Also, the owner hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on this Plat in accordance with an irrevocable offer of dedication.
In witness whereof, the undersigned set his hand this_____day of______________2005.

____
Robert J. Martino
President
Mustang Properties, LLC

ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit

On this _____ day of __________ 2005, Robert J. Martino personally appeared before me, the undersigned Notary Public, in and for said State & County, who after being duly sworn, acknowledged to me that he is the President of Mustang Properties, LLC, that he has signed the above Owner's Dedication and Consent to Record on behalf of said Mustang Properties, LLC, the legal owner of the hereon described Lot 1 of the Mustang Subdivision, Block 14, Snyder's Addition to the Park City Survey, and that he executed this document in his capacity as Agent as the act of said Mustang Properties, LLC, for the purpose set forth herein.
My commission expires:____________ ______________________
NOTARY PUBLIC
RESIDING IN ________ COUNTY_____

SURVEYOR'S CERTIFICATE

I, J.D. Galley, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said survey.

__________ Date
__________ J.D. Galley RLS#359005

Alpine Survey, Inc.	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
19 Prospector Dr. Park City, Utah 84060 (435) 655-8016	[illegible] BY ______ SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________ 2005 A.D. BY ______ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF __________ 2005 A.D. BY ______ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ______ DAY OF __________ 2005 A.D. BY ______ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF __________ 2005 A.D. BY ______ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ______ 2005 A.D. BY ______ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______ DATE ____ TIME ____ BOOK ____ PAGE ____ FEE ____ RECORDER

RECEIVED
JUL 11 2005
PARK CITY PLANNING DEPT.

City Council
Staff Report

PLANNING DEPARTMENT

Author:	**David Maloney**
Applicant:	**Mountainlands Community Housing Trust**
Subject:	**The Line Condominium Plat 555 Deer Valley Drive**
Date:	**September 22, 2005**
Type of Item:	**Administrative**
Zoning:	**Residential – Medium Density (RM)**
Adjacent Land Uses:	**Low and Medium Density Residential**

Summary Recommendations:

The Planning Staff requests that the City Council open the public hearing on the Final Plat of The Line Condominiums plat located at 555 Deer Valley Drive, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration.

Background:

Mountainlands Community Housing Association owns the land at 555 Deer Valley Drive and is currently developing the site into 22 moderate income housing units ranging from 650 square feet to 1000 square feet. The units are to be located within 12 separate buildings, 10 of them new and two of them existing / replicated historic structures. This development is generally consistent with the Master Plan Development and Conditional Use Permit which were approved by the Planning Commission on January 8, 2004.

In September of 2002, the City made a determination that the two houses located at 555 and 577 Deer Valley Drive are significant, and it was established that the applicant would have to retain these two structures. Through a subsequent Historic District Design Review (September 2002), a Subdivision application (June 5, 2003) and a Master Plan Development (April 14, 2004) application, two metes and bounds parcels of land were combined to create one legal lot of record, and a final project design was established that incorporated the two historic houses into the proposed housing complex. Specifically, the two historic houses have been disassembled and are in the process of being reconstructed on site (incorporating historic siding panels) as per a Structural Report dated June 27, 2003 which indicated that the two dwellings lacked sufficient structural integrity for relocation and rehabilitation.

Analysis:

The project will be known as 'The Line Condominiums', located in the southwest quarter of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah.

This request is to create a 22 unit condominium, within 12 residential structures, 10 new and two existing. The two existing historic houses, originally addressed as 555 and 577

Deer Valley Drive, are to be converted into 1 bedroom apartment units. Moreover there are 10 new buildings that will be built on site, each containing two apartment units. There are 22 parking spaces associated with this project, each of them being integral garages to be located at the ground level of each of the units. The garages are to be accessed by a shared internal laneway, which will have two access points from Deer Valley Drive, one at the west side of the site and the other on the east. There is also a handicap parking stall located at the west end of the site.

Staff has evaluated the overall project against the Land Management Code regulations for the RDM zoning district, and the project has received approval through a Master Plan Development application. The plans presented with the Condominium Conversion application are consistent with the previously approved plans.

Notice:
Notice of this hearing was sent to property owners within 300' on August 12, 2005. No formal comments have been filed at the time of this report.

Department Review:
The Planning, Engineering and Legal Departments have reviewed this request. The City Engineer and City Attorney's Office will review the plat prior to recording. The request was discussed at a Staff Review Meeting on July 26, 2005 where representatives from City Staff and local utility companies were in attendance.

Alternatives:

- The City Council may approve the final plat of The Line Condominiums with the conditions stated, or modify the conditions, or

- The City Council may deny the final plat of The Line Condominiums and direct staff to prepare findings supporting this recommendation, or

- The City Council may continue the discussion to a later date.

Recommendation:
The Planning Staff requests that the City Council open the public hearing on the Final Plat of The Line Condominiums located at 555 Deer Valley Drive take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration as found in the Ordinance.

Ordinance No. 05-

AN ORDINANCE APPROVING THE LINE CONDOMINIUMS PLAT LOCATED AT 555 DEER VALLEY DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as 555 Deer Valley Drive have petitioned the City Council for approval of The Line Condominiums plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on September 14, 2005, to receive input on The Deer Valley Drive plat;

WHEREAS, the Planning Commission, on September 14, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 22, 2005 the City Council approved The Line Condominiums plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve The Line Condominium plat.

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

SECTION 1. APPROVAL. The Line Condominiums plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Mountainlands Community Housing Association owns the land at 555 Deer Valley Drive.
2. The project will be known as 'The Line Condominiums', located in the southwest quarter of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah.
3. In September of 2002, the City made a determination that the two houses located at 555 and 577 Deer Valley Drive are historically significant.
4. It was determined in September, 2002 that the applicant would reconstruct the historic buildings utilizing the materials from the historic buildings as identified in the Restoration Plan previously submitted by the applicant.
5. Mountainlands Community Housing Trust is currently developing the site into 22 moderate income housing units ranging from 650 square feet to 1000 square feet.
6. This request is to create a 22 unit condominium, within 12 residential structures,

10 new and two existing.

7. Units 2 to 9 and Units 11 to 22 are to be within new structures while Units 1 and 10 are within existing historic structures.
8. The two existing historic houses, originally addressed as 555 and 577 Deer Valley Drive, are to be converted into 1 bedroom apartment units.
9. There are 22 parking spaces associated with this project, each of them being integral garages located at the ground level of the units.
10. The garages are to be accessed by a shared internal shared roadway, which will have two access points from Deer Valley Drive, one at the west side of the site and the other at the east.
11. The development is consistent with the Master Plan Development and Conditional Use Permit which were approved by the Planning Commission on January 8, 2004.
12. Through a Historic District Design Review (September 2002), a Subdivision application (June 5, 2003) and a Master Plan Development (April 14, 2004) application, two metes and bounds parcels of land were combined to create one legal lot of record, and a final project design was established that incorporated the two historic houses into the proposed housing complex.
13. A Structural Report dated June 27, 2003 which indicated that the two dwellings lacked sufficient structural integrity for relocation and rehabilitation.
14. Staff has evaluated the overall project against the Land Management Code regulations for the RDM zoning district, and the project has received approval through a Master Plan Development application.
15. The plans presented with the Condominium Conversion application are consistent with the previously approved plans.
16. Notice of this hearing was sent to property owners within 300' on August 12, 2005. No formal comments have been filed at the time of this report.
17. The Planning, Engineering and Legal Departments have reviewed this request.
18. The City Engineer and City Attorney's Office will review the plat prior to recording.
19. The request was discussed at a Staff Review Meeting on July 26, 2005 where representatives from City Staff and local utility companies were in attendance.

Conclusions of Law

1. There is good cause for this condominium plat.
2. This approval as conditioned is consistent with the Park City Land Management Code and applicable state law governing condominium plats.
3. This approval as conditioned does not adversely affect the health, safety, or welfare of the citizens of Park City.
4. Neither the public nor any person will be materially injured by this plat amendment.

Conditions of Approval

1. City Attorney and City Engineer review and approve of the condominium plat and the CC&Rs for compliance with the Land Management Code and the conditions of approval.
2. This approval shall expire one year from the date of City Council approval, unless

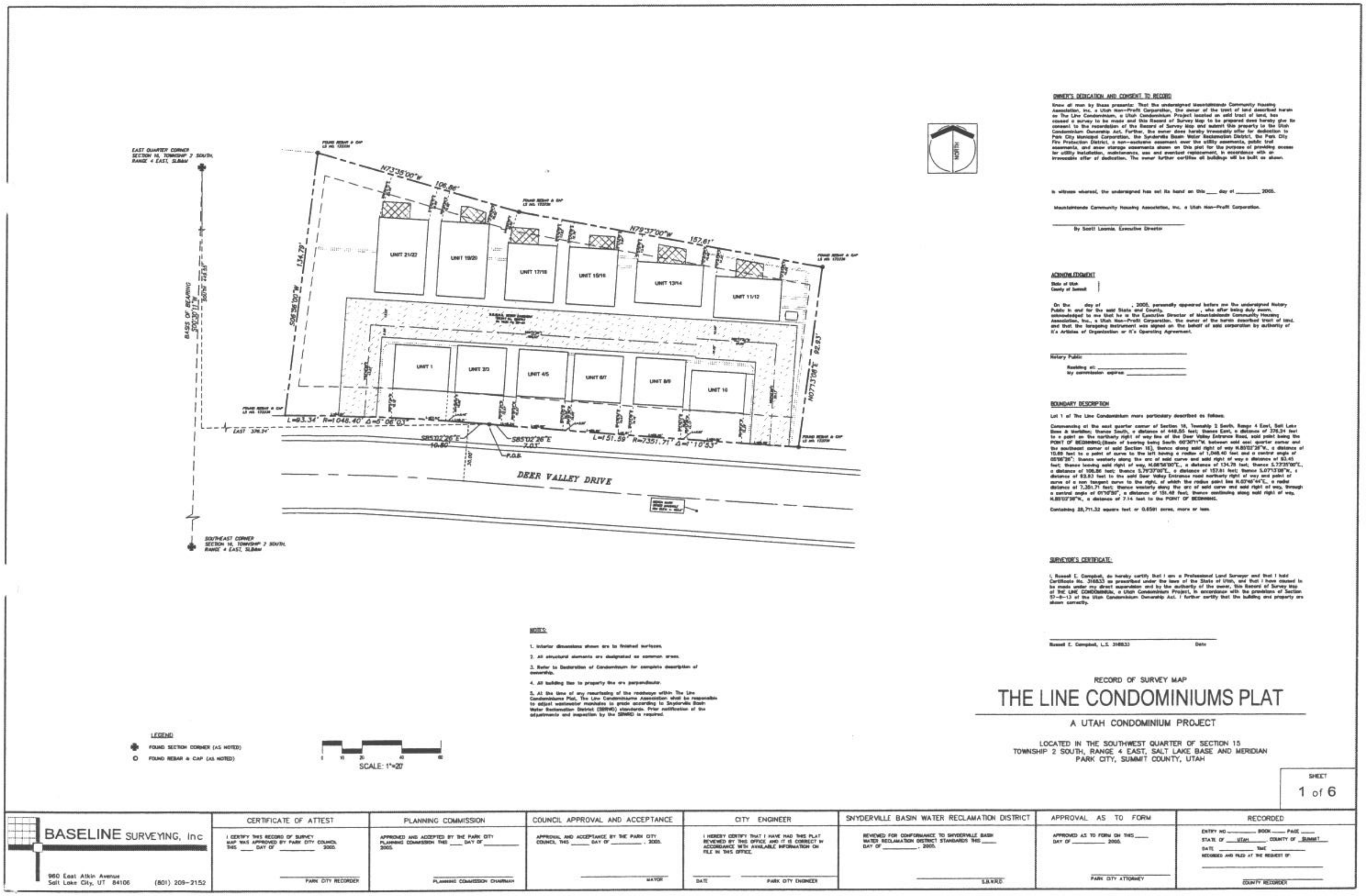
this condominium plat amendment is recorded at the Summit County Recorder's office prior to that date.

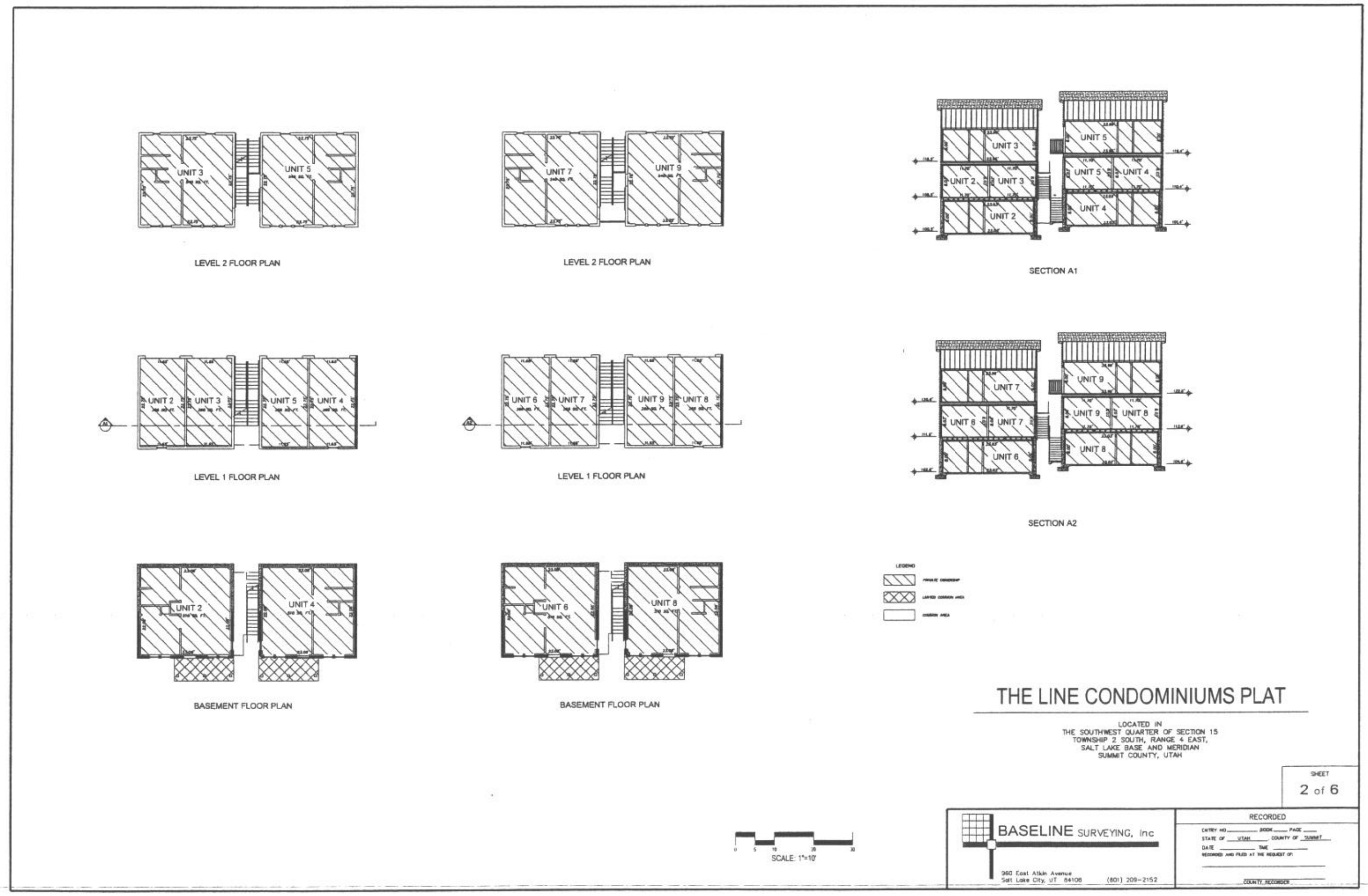
3. All standard conditions of approval shall apply.

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

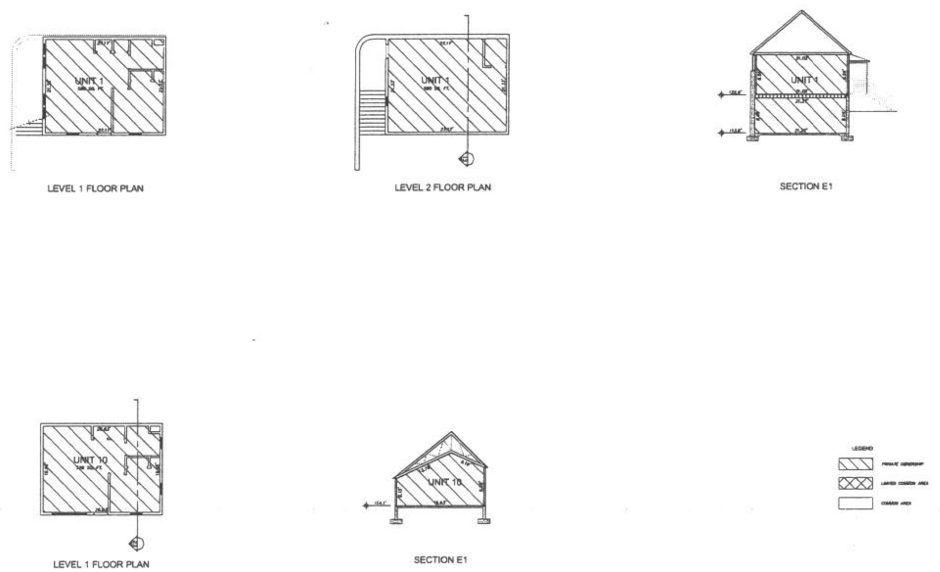
PASSED AND ADOPTED this 22nd day of September, 2005.

Exhibit A: Proposed Final Plat (The Line Condominiums plat)


BASELINE SURVEYING, Inc
960 East Atkin Avenue
Salt Lake City, UT 84106 (801) 209-2152
RECORD OF SURVEY MAP
THE LINE CONDOMINIUMS PLAT
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH
SHEET
1 of 6
DEER VALLEY DRIVE
NORTH
SCALE: 1"=20'
LEGEND
UNIT 21/22
UNIT 19/20
UNIT 17/18
UNIT 15/16
UNIT 13/14
UNIT 11/12
UNIT 1
UNIT 2/3
UNIT 4/5
UNIT 6/7
UNIT 8/9
UNIT 10
BASIS OF BEARING
N73°35'00"W 106.86'
N78°37'00"W 157.61'
N07°13'08"E 92.83'
S06°56'00"W 134.79'
S85°02'26"E
P.O.B.
NOTES:
OWNER'S DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGMENT
BOUNDARY DESCRIPTION
SURVEYOR'S CERTIFICATE
CERTIFICATE OF ATTEST
PLANNING COMMISSION
COUNCIL APPROVAL AND ACCEPTANCE
CITY ENGINEER
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
APPROVAL AS TO FORM
RECORDED



LEVEL 2 FLOOR PLAN
LEVEL 1 FLOOR PLAN
BASEMENT FLOOR PLAN
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 8
UNIT 9
SECTION A1
SECTION A2
LEGEND
SCALE: 1"=10'
THE LINE CONDOMINIUMS PLAT
LOCATED IN
THE SOUTHWEST QUARTER OF SECTION 15
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH
SHEET
2 of 6
BASELINE SURVEYING, Inc
980 East Atkin Avenue
Salt Lake City, UT 84106
(801) 209-2152
RECORDED
STATE OF UTAH COUNTY OF SUMMIT
COUNTY RECORDER



THE LINE CONDOMINIUMS PLAT

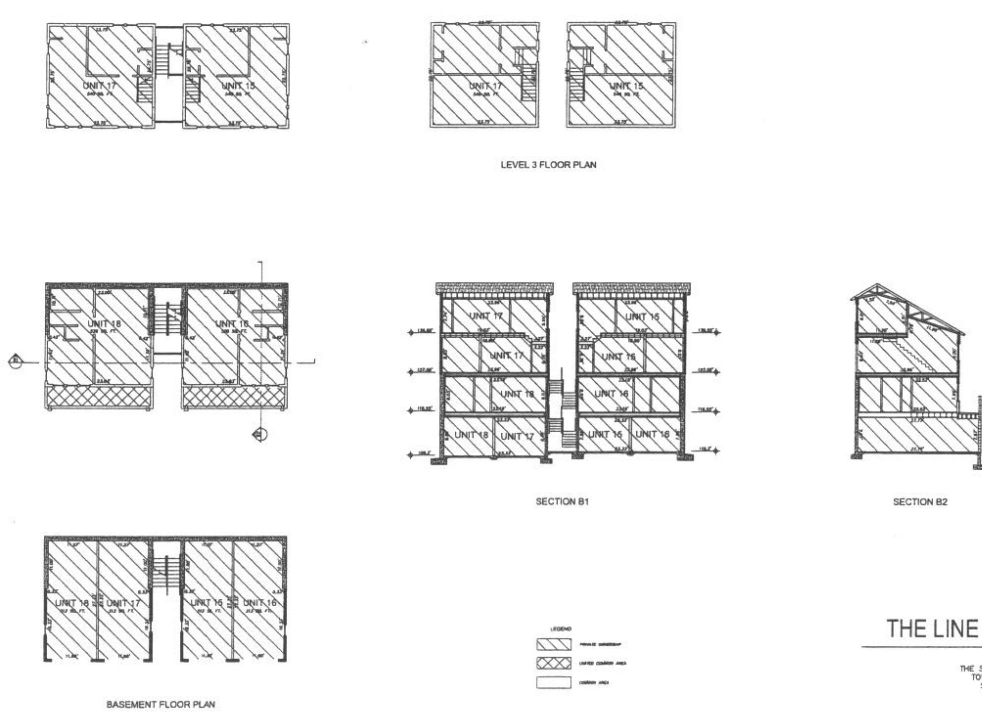
LOCATED IN
THE SOUTHWEST QUARTER OF SECTION 15
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

SHEET
3 of 6

SCALE: 1"=10'

BASELINE SURVEYING, Inc
960 East Atkin Avenue
Salt Lake City, UT 84106 (801) 209-2152

RECORDED
ENTRY NO. ______ BOOK ______ PAGE ______
STATE OF UTAH COUNTY OF SUMMIT
DATE ______ TIME ______
RECORDED AND FILED AT THE REQUEST OF:
______
COUNTY RECORDER



SCALE: 1"=10'

THE LINE CONDOMINIUMS PLAT

LOCATED IN
THE SOUTHWEST QUARTER OF SECTION 15
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

SHEET
4 of 6

BASELINE SURVEYING, Inc
960 East Atkin Avenue
Salt Lake City, UT 84106 (801) 209-2152

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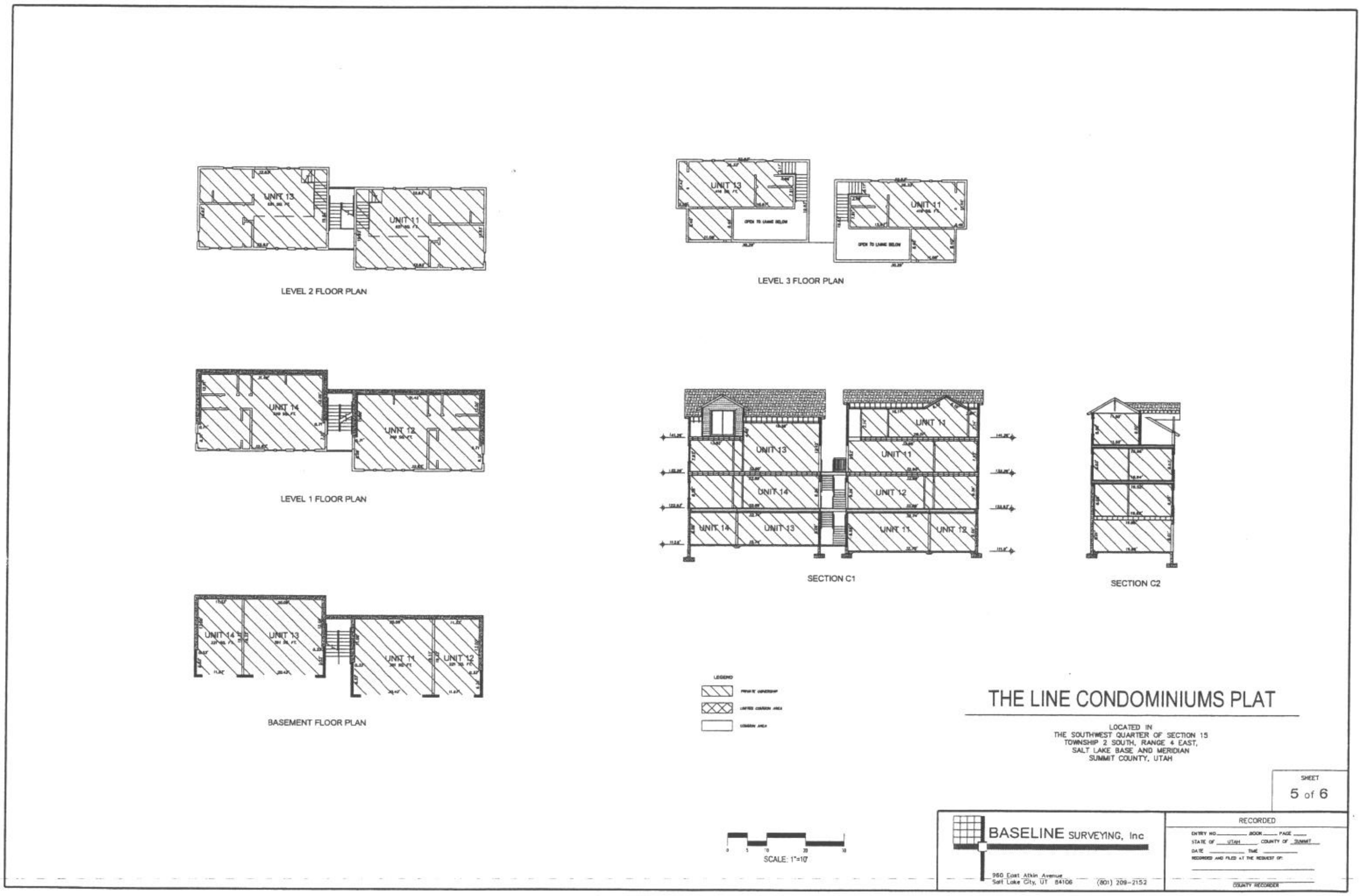
LEVEL 2 FLOOR PLAN
LEVEL 3 FLOOR PLAN
LEVEL 1 FLOOR PLAN
BASEMENT FLOOR PLAN
UNIT 11
UNIT 12
UNIT 13
UNIT 14
SECTION C1
SECTION C2
LEGEND
SCALE: 1"=10'
THE LINE CONDOMINIUMS PLAT
LOCATED IN
THE SOUTHWEST QUARTER OF SECTION 15
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
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SUMMIT COUNTY, UTAH
SHEET
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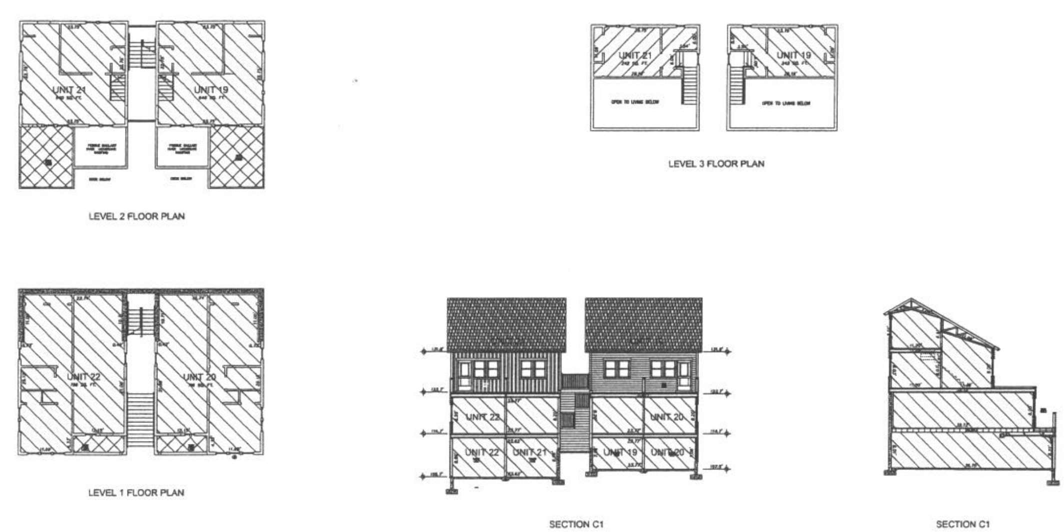

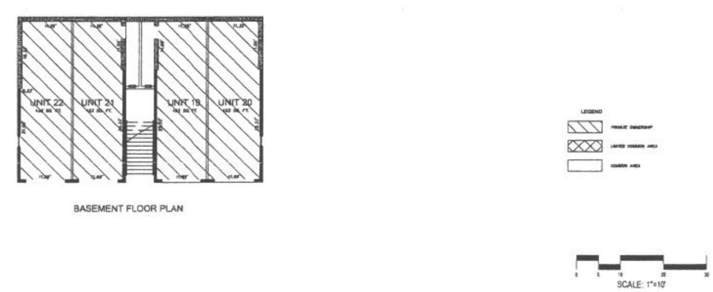

THE LINE CONDOMINIUMS PLAT

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

SHEET
6 of 6

BASELINE SURVEYING, Inc
960 East Atkin Avenue
Salt Lake City, UT 84106 (801) 209-2152

RECORDED

ENTRY NO._____ BOOK____ PAGE____
STATE OF UTAH COUNTY OF SUMMIT
DATE _____ TIME _____
RECORDED AND FILED AT THE REQUEST OF:

COUNTY RECORDER

CITY COUNCIL
Staff Report

PLANNING DEPARTMENT

Subject:	**OVERCROWDING PERMIT**
Date:	**September 22, 2005**
Type of Item:	**Legislative**
Planner:	**Ray Milliner**

Summary: Staff requests that the City Council review the proposed changes to Chapter 4 Supplemental provisions to the LMC, conduct a public hearing, and adopt the proposed language as written in the attached ordinance.

TOPIC

Special Events Overcrowding Permit – Administrative Conditional Use Permit

BACKGROUND

During the past several months, staff met regularly to discuss the possibility of better regulating and monitoring uses in commercial buildings during festivals and special events. There are times during the year where existing businesses would like the ability to increase their stated occupancy load for the space (usually to accommodate a private party, film screening, grand opening etc.) on a temporary basis to accommodate the increased demand. This need generally arises during a festival, grand opening or other special event. Although the Fire Code allows for an overcrowding permit, neither the Fire Code nor LMC addresses additional use related impacts such as increased need for municipal services including police protection, parking requirements, pedestrian circulation, noise and street/sidewalk maintenance.

Staff presented the issue along with recommended language changes to the Planning Commission on August 10, 2005 and again on September 14, 2005. The Commission reviewed the language provided feedback and forwarded a positive recommendation to the City Council. Staff now requests that the Council review the language, conduct a public hearing and consider adopting the Administrative Conditional Use Permit process that would provide the City with the ability to review a proposed event and condition it to limit any adverse impacts to the City or adjacent properties.

ANALYSIS

City services and land use regulations are based upon the normal uses and occupancy limits established by Code. The City recognizes the need for flexibility to accommodate temporary events, but allowing occupancies over the posted amount allowed in a commercial space increases the total capacity of the zone or city generally, which in turn causes increased City services such as Transportation and Police and decreases availability of parking and other services.

Currently, many individual sections of various codes regulate temporary uses, but there is no centralized review process for these temporary increases unless staff determines that the activity meets the definition of a Special Event or Master Festival. Staff is proposing that the following process become standard for all overcrowding applications:

Administrative Conditional Use Permit Application Process

Application filed with Planning Department for Admin CUP

↓

Staff Review of Application *(includes*

↓

Issue Permit with Conditions

At this time, Staff does not recommend the notification of the property owners within 300’

PROPOSED LANGUAGE

Purpose. The intent of these regulations is to allow temporary overcrowding of events only if adverse impacts on the character of neighboring property can be mitigated and issues of public safety, traffic and parking are provided for. Such uses will be permitted where the adjacent Street system is sufficient to accommodate the traffic impacts generated by said overcrowding; where the Property can accommodate adequate Off-Street parking; where the Structures are designed to safely accommodate overcrowding; and where the type of Use, and impacts are compatible with the uses otherwise permitted in the Zone.

Duration. An overcrowding permit allows the increase in occupancy for a total of fifteen (15) days per calendar year per building. These days are not required to be consecutive.

Application. An Application must be submitted 30 days prior to the use, to the Planning Department including the following information:

(1) General Description. A narrative and site plan of the proposed use, including hours of operation, maximum occupancy, private or public activity, number of invitations sent (if a private event) or estimate of overall attendance, crowd management plan, security, deliveries, music or sound plan, including use of speakers, any beer or liquor license, any sign or lighting plan, parking plan, and any other applicable information.

(2) Floor Plan. To scale, indicating in detail how the proposed will comply with applicable sections of the International Building Code. This plan will indicate any chairs, tables, exits, sanitation, heating, food service/handling etc.

(3) All applicable fees (see fee schedule).
(4) Any requested additional City or governmental services or equipment.

Review Criteria. In addition to the criteria and standards of review from Chapter 1-15-10, staff must review the following:

(1) The Applicant shall provide written notice of the Property Owner's consent to the proposed event.
(2) The proposed Use shall not preclude public use of public parking spaces.
(3) An entrance plan, including patron waiting line capacity. Any use of exterior space for wait list or lines must be mitigated through the use of barricades and/or security. Pedestrian International Building Code compliant access along the public-way must be maintained, unless otherwise approved by the Chief Building Official.
(4) The Use shall not violate Section 6-3-9(B) of the City Noise Ordinance.
(5) The application and all signing shall comply with the Municipal Sign and Lighting Codes.
(6) The Use shall comply with the Summit County Health Code, the Fire Code, and State Regulations on mass gathering.
(7) The Use shall not violate the International Building Code (IBC).
(8) Applicant shall submit a delivery plan in compliance with the Delivery Ordinance.
(9) The Applicant shall adhere to all applicable City and State licensing ordinances.
(10) The applicant must have an approved operational permit according to the requirements of the International Fire Code prior to the issue of a permit.
(11) No existing LMC or International Building Code violations are on the property.

The Fire Marshall may conduct a site inspection at any time during the event to ensure compliance with the above criteria.

DEPARTMENT REVIEW
The Executive Department, Planning Department and Legal Department have reviewed the proposed amendments.

RECOMMENDATION
Staff requests that the City Council review the proposed changes to Chapter 4 Supplemental provisions to the LMC, conduct a public hearing, and adopt the proposed language as written in the attached ordinance.

EXHIBITS
Exhibit A – Proposed Ordinance

Ordinance No. 05-

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH CREATING SECTION 15-4-20, SPECIAL EVENTS OVERCROWDING PERMIT ADMINISTRATIVE CONDITIONAL USE PERMIT

WHEREAS, There are times during the year where existing businesses would like the ability to increase their stated occupancy load on a temporary basis to accommodate increased demand; and

WHEREAS, City services and land use regulations are based upon the normal uses and occupancy limits established by Code.

WHEREAS, many individual sections of various municipal codes regulate temporary uses, but there is no centralized review process for these temporary increases; and

WHEREAS, The City recognizes the need for flexibility to accommodate temporary events; and

WHEREAS, the City supports reasonable ways to improve economic development within the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT**:**

Section I. Amendment. The Land Management Code of Park City, Title15, Chapter 4, is hereby amended to create Section 15-4-20 as follows:

Purpose. The intent of these regulations is to allow temporary overcrowding of events only if adverse impacts on the character of neighboring property can be mitigated and issues of public safety, traffic and parking are provided for. Such uses will be permitted where the adjacent Street system is sufficient to accommodate the traffic impacts generated by said overcrowding; where the Property can accommodate adequate Off-Street parking; where the Structures are designed to safely accommodate overcrowding; and where the type of Use, and impacts are compatible with the uses otherwise permitted in the Zone.

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Application. An Application must be submitted 30 days prior to the use, to the Planning Department including the following information:

(1) General Description. A narrative and site plan of the proposed use, including hours of operation, maximum occupancy, private or public activity, number of invitations sent (if a private event) or estimate of overall attendance, crowd

management plan, security, deliveries, music or sound plan, including use of speakers, any beer or liquor license, any sign or lighting plan, parking plan, and any other applicable information.
(2) Floor Plan. To scale, indicating in detail how the proposal will comply with applicable sections of the International Building Code. This plan will indicate any chairs, tables, exits, sanitation, heating, food service/handling etc.
(5) All applicable fees (see fee schedule).
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(5) The application and all signing shall comply with the Municipal Sign and Lighting Codes.
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(7) The Use shall not violate the International Building Code (IBC).
(8) Applicant shall submit a delivery plan in compliance with the Delivery Ordinance.
(12) The Applicant shall adhere to all applicable City and State licensing ordinances.
(13) The applicant must have an approved operational permit according to the requirements of the International Fire Code prior to the issue of a permit.
(14) No existing LMC or International Building Code violations are on the property.

The Fire Marshall may conduct a site inspection at any time during the event to ensure compliance with the above criteria.

Section III. Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 22nd day of September, 2005.

City Council Staff Report

Author: Colin Hilton
Subject: Naming Rights @ the Quinn's Sports Complex
Date: September 22, 2005
Type of Item: Award of Contract

Economic Development & Capital Projects

Summary Recommendation: Authorize the City Manager to execute an Agreement with the Park City Foundation to market the naming rights for the Sports Complex @ Quinn's Junction for a fee of .5% of the marketing contract, but not to exceed $7,500.

Description: The Park City Foundation, a non-profit community foundation, established to promote worthwhile Park City community projects is willing to market the naming rights for the new recreation complex and ice rink at Quinn's Junction to community members, local foundations and businesses in return for a .5% fee of the final contract amount.

Topic:
The City is interested in selling the naming rights for the new sports complex and facilities at Quinn's Junction in order to recoup the increased constructions costs for building the recreational facilities and to help establish an operations and maintenance budget.

Background:
Council has discussed a variety of ways to recoup the increased construction costs and establish an O&M budget for the new recreation facilities at Quinn's Junction. The idea of marketing and selling 'naming rights' for the new facilities seems both feasible and appealing. Presently the City has advanced over $800,000 to cover increased construction costs and an estimate of $1.5 million would cover these costs, additional needed equipment and establish an O&M reserves to help offset the City and Basin annual subsidy for the facilities.

A task force comprised of two council members (Kay Calvert & Candy Erickson) and several staff members (Colin Hilton, Stacey Noonan & Myles Rademan) met to discuss alternatives. One option could be to utilize a professional marketing firm to pursue the naming rights. Another option would be to utilize a local community based non-profit foundation.

The City Council discussed the matter at its September 8, 2005 work session. At that meeting, Public Affairs Director Myles Rademan failed to disclose that he was a board member of the Park City Foundation when he presented the matter of behalf of the City task force. Although the position on the non-profit board is volunteer and non-compensated, it should have been disclosed. To avoid any further perception of conflict, other Staff (Colin Hilton) will now manage the Agreement. Myles will remain on the naming rights committee, but has resigned from the Park City Foundation Board.

Analysis:
A wide variety of marketing and promotional methods can be used to sell 'naming rights'.

The task force felt that it would be advantageous to offer naming rights opportunities to the local community based Foundation for a specified timeframe and do so on a limited budget. The Park City Foundation, a non-profit community foundation specializing in raising monies for community-based projects was contacted and the opportunity to spearhead this localized effort was discussed. They agreed that the idea had both potential and merit and that with fairly limited marketing materials they are willing to market the naming rights concepts to their local contacts, families, foundations and businesses.

The following deal points have been discussed with the Park City Foundation:

- PCMC engages PCF to use their best efforts to sell naming rights at the Recreation Complex @ Park City for a total of approximately $1.5 million.
    - This can include naming rights for the entire recreation complex including ice arena, fields, scoreboards, Zamboni, and other objects suitable for naming ($1.5m).
    - Different naming rights can be granted for the constituent parts of the complex as well. For example, there can be an overall name for the entire complex, and a different name for the ice arena, and a different name placed on the scoreboard, etc. (see suggested amounts later in this memo).
- PCMC will establish a Naming Rights Committee comprised of Colin Hilton, Tom Bakaly, Myles Rademan, Stacey Noonan, Kay Calvert & Candy Erickson to review any proposed naming rights proposals and will submit those deemed suitable by the Committee to the City Council for formal approval.
- PCMC will work with PCF to develop marketing materials including color renderings, a letter outlining the advantages of naming rights, costs of the various naming rights, their duration, and a PowerPoint presentation to aid PCF in its efforts to sell the naming rights.
- All contacts for potential naming rights purchasers shall be forwarded to the PCF for further action and follow-up.
- PCF has the right to work with other persons or parties it deems appropriate at their sole discretion in furthering the aims of this agreement.
- The duration of this agreement shall be until January 1, 2006, unless otherwise expressly extended by mutual agreement of the parties.
- PCF shall be compensated for securing naming rights by receiving .5% of any monies raised. No other direct compensation shall be paid to PCF other than limited reimbursement for recruitment expenses (with a not to exceed amount agreed upon in advance) incurred in furthering this effort.

- The value and duration of the naming rights shall be part of the negotiations and decided on a case by case basis, but the following can serve as a guideline:
  - Entire complex, one name for all assets = $1.5m
  - Sports complex, non inclusive = $1.0m
  - Ice Arena = $1.0m
  - Main playing field = $250k
  - Scoreboards = $100k
  - Zamboni = $ 50k
  - Others to be decided

Toward the end of the agreed upon time period (January 1, 2006), the City and PCF shall assess the naming rights program and either continue along the present course with PCF for an additional specified timeframe, or embark on another course of action (ie, contract with a marketing firm to professionally market the naming rights to corporate or other sponsors, or abandon the naming rights program until a more propitious time).

Department Review:

City Manager, Economic Development & Capital Projects, Legal

Alternatives:

A) Approve the Request:
Sign a contractual agreement with the Park City Foundation and provide them with the marketing materials agreed upon.

B) Deny the Request:
Deny approval of an agreement with the PCF and decide on an alternative course of action (e.g. RFP for professional marketing services)

C) Continue the Item:
Provide direction as to what additional information the Council would like at the next meeting.

D) Do Nothing:
Staff would use staff time, as available, to market the project.

Significant Impacts:

City Council has expressed a desire to recoup the 5 year CIP monies being expended to complete the recreation complex and ice rink. It is felt that the prudent and proper course of action is to offer the naming rights opportunities on a local basis initially before pursuing a course of seeking corporate and large business sponsors.

Consequences of not taking the recommended action:

The recreation complex and ice rink will use additional monies budgeted in the 5 year CIP budget that can be used for other necessary city projects.

Recommendation: Authorize the City Manager to execute an Agreement with the Park City Foundation to market the naming rights for the Sports Complex @ Quinn's Junction for a fee of .5% of the marketing contract, but not to exceed $7,500.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 22nd day of September, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK CITY FOUNDATION, a 501(c)(3), non-profit community foundation, ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including professional sales expertise, where required, to assist the City in the sale of naming rights for specified components of the Park City Recreation Complex and Ice Arena at Quinn's Junction.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). Fees shall be calculated pursuant to the Fee Schedule, attached hereto and incorporated herein as "Exhibit B". The total fee shall not exceed **Seven Thousand Five Hundred Dollars ($7,500.00)**.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on January 1, 2006, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

B. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement as subsequently agreed to by both parties in writing.

C. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter.

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

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

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

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

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

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

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

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

7. **HOLD HARMLESS INDEMNIFICATION**.

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

B. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

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

8. <u>INSURANCE</u>.

The City agrees to waive insurance requirement upon Service Provider's agreement to hold the City harmless pursuant to Paragraph 7 (B) above.

9. <u>TREATMENT OF ASSETS</u>.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement, contingent on City's performance hereunder.

10. <u>COMPLIANCE WITH LAWS</u>.

The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

11. <u>NONDISCRIMINATION</u>.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. **<u>JURISDICTION AND VENUE</u>**.

A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. **<u>SEVERABILITY</u>**.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision, which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. **<u>ENTIRE AGREEMENT</u>**.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

EXHIBIT A – SCOPE OF SERVICES

NAMING RIGHTS FOR RECREATION COMPLEX @ PARK CITY
9/19/2005

Deal points between Park City Municipal Corporation (PCMC) and the Park City Foundation (PCF), a 501(c)(3), non-profit community foundation, to pursue naming rights for the Recreation Complex and Ice Arena located at Quinn's Junction

- PCMC engages PCF and its Director, Brad Olch, to use their/his best efforts to sell naming rights at the Recreation Complex @ Park City for approximately a total of $1.5 million.
  - This can include naming rights for the entire recreation complex including ice arena, fields, scoreboards, Zamboni, and other objects suitable for naming ($1.5m).
  - Different naming rights can be granted for the constituent parts of the complex as well. For example, there can be an overall name for the entire complex, and a different name for the ice arena, and a different name placed on the scoreboard, etc. (see suggested amounts later in this memo).
- PCMC will establish a Naming Rights Committee comprised of Colin Hilton, Tom Bakaly, Myles Rademan, Stacey Noonan, Kay Calvert & Candy Erickson to review any proposed naming rights proposals and will submit those deemed suitable by the Committee to the City Council for formal approval.
- PCMC will work with PCF to develop marketing materials including color renderings, a letter outlining the advantages of naming rights, costs of the various naming rights, their duration, and a PowerPoint presentation to aid PCF in its efforts to sell the naming rights.
- All contacts for potential naming rights purchasers shall be forwarded to Brad Olch and PCF.
- PCF has the right to work with other persons or parties it deems appropriate at their sole discretion in furthering the aims of this agreement.
- The duration of this agreement shall be until January 1, 2006, unless otherwise expressly extended by mutual agreement of the parties.
- PCF shall be compensated for securing naming rights by receiving .5% of any monies raised. No other direct compensation shall be paid to PCF other than limited reimbursement for entertainment expenses (with a not to exceed amount agreed upon in advance) incurred in furthering this effort.
- The value and duration of the naming rights shall be part of the negotiations and decided on a case by case basis, but as a starting point the following can serve as a guideline:
  - Entire complex, one name for all assets = $1.5m
  - Sports complex, non inclusive = $1.0m
  - Ice Arena = $1.0m
  - Main playing field = $250k

- Scoreboards = $100k*
- Zamboni = $ 50k*
- Others to be decided

*These naming rights can be on a contract basis for a specified number of years and the monies used for operations & maintenance.

City Council
Staff Report

Special Events and Facilities Department

Author:	**Alison Butz**
Subject:	**Destination Tourism and Community Events Partnership MOU**
Date:	**September 22, 2005**
Type of Item:	**Administrative- Memorandum of Understanding**

Summary Recommendations:
Review the Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership and authorize the City Manager to execute the MOU as attached and in a form approved by the City Attorney.

Description:
Topic:
Memorandum of Understanding between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation.

Background:
On August 5, the City Council reviewed and approved a MOU between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership. The City provided the agreement to the Chamber and issues were raised during the review by the Chamber's Executive Committee. The committee requested further clarification on the following terms of the agreement:

- Management and Reporting Structure
- Council and Executive Committee Liaison Roles
- Advisory Board

Members of the Chamber's Executive Committee, City Staff and the Special Events Council Liaison, Jim Hier, met to discuss the issues and resolve the items.

Analysis
Staff and the Chamber have agreed upon the terms of the agreement. Once the agreement is approved by the City Council, advertising for the position will occur. Both the Chamber and the City will be involved equally with the recruitment and hiring of the position.

<u>Financial Components of Services Agreement</u>
The initial start-up funding for this venture would be shared between Park City Municipal Corporation and the Park City Chamber Bureau on a matching basis. The budget

recommendation is $75,000 per year and is anticipated to remain the same amount until responsibilities and/or the scope of work are modified.

Significant Impacts

The Partnership will provide a central coordinated effort for all events and community activities. Overall, processes will become more efficient and greater communication between community organizations will be achieved.

Consequences of not taking recommended action:

If Council does not approve the Partnership, there would be no central coordinated effort to draw in new events and promote destination tourism and community activities.

Alternatives

1. Approve the Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership.

2. Modify the parameters of the Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership.

3. Deny the Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership.

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

Recommendations

Review the Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership and authorize the City Manager to execute as attached in a form approved by the City Attorney.

Exhibits

Exhibit A – Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into effect September 22, 2005 by PARK CITY CHAMBER AND VISITORS BUREAU (the "Chamber"), and by **PARK CITY MUNICIPAL CORPORATION** (the "*City*"), a political subdivision of the state of Utah ("Park City"), for the purpose of outlining responsibilities associated with the Destination Tourism and Community Events Partnership.

RECITALS:

WHEREAS, the Park City Chamber and Visitors Bureau is responsible for attracting visitors to the area, marketing tourism and maintaining the vitality of the business community;

WHEREAS, the Parties are each committed to promoting the health and welfare and enhancing the quality of life for their citizens;

WHEREAS, the Parties have each determined that the Program will prove a valuable asset to their respective constituents and the development thereof is fully consistent with their respective missions and the public interest;

WHEREAS, pursuant to Sections 10-8-2 and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is consistent with the Park City General plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city; and,

WHEREAS, this Agreement shall not become effective until it is first approved by resolution of the Chamber's Executive Board and of the City's City Council, as evidenced by the execution hereof by the appropriate officers of the Chamber and the City.

Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and the Chamber mutually acknowledge and agree to proceed through all stages of planning and operations for the Partnership in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the hiring of the Director. Park City and the Chamber agree that the purpose for cooperation and flexibility is the successful operation of the Partnership. Both Parties understand that plans may change each year.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and the Chamber with respect to the Partnership and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans"). The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Supplemental Plans for the future years are incorporated within this Agreement; changes that promote the efficient and successful operation of the Partnership may be considered. Failure to agree on changes to existing Plans will result in use of the Existing Supplemental Plans. Any substantial changes, as determined by City Staff, shall require an amendment to this agreement and City Council approval.

1.3 Chamber General Responsibilities. In addition to the responsibilities of the Chamber set forth in the balance of this Agreement, the Chamber is responsible for the timely submission to City of all annual plans related to the Partnership, and producing and providing all official information related to the Partnership to the City.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to the Chamber or its designee all official Park City information relevant to the Partnership.

2. Name. The name of the Partnership shall be the Destination Tourism and Community Activities Partnership (the “Partnership”).

B. TERM.

3. Term. Park City and the Chamber hereby agree to operate the Partnership from July 1, 2005 through June 30, 2007 unless extended in writing by both parties hereto.

C. OPERATION OF THE PARTNERSHIP

4. Staffing. The Partnership agrees that its day-to-day affairs shall be administered by a staff person to be known as the “Director.” A draft job description is attached. For employment purposes, the Director and other staff necessary to conduct the activities of the Partnership shall be deemed employees of the Chamber and the Chamber will be responsible for all compensation, insurance, taxes and reporting requirements relating to their employment. The Partnership will reimburse the Chamber of Commerce for salaries and benefits. The Chamber shall supply an office for the

Director. The Chamber will not be reimbursed for this cost.

5. **Management**. The Director shall report to the Executive Director of the Chamber with the advice of the City Manager or his designee. The Director shall be hired and fired by the Executive Director of the Chamber with the advice and consent of the City Manager,

5.1 **City Management Representative.** Park City shall designate one full-time employee to serve as its "City Representative" for the Partnership, who shall be the operational liaison between Park City and the Partnership and who shall be authorized by Park City to (a) ensure that the Council's goals are maintained, (b) ensure that Park City's codes are complied with, and (c) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the City Manager or their designee for the City, unless otherwise approved in advance by the Chamber, which such approval shall not be unreasonably withheld or delayed.

5.2 **Chamber Management Representative.** The Chamber shall designate one full-time employee to serve as its "Chamber Representative" for the Partnership, who shall be the operational liaison between the Chamber and the Partnership and who shall be authorized by the Chamber to (a) ensure that the Chamber's goals are maintained; and (b) give or obtain any necessary consents, approvals or authorizations on behalf of the Chamber in relation to annual Supplemental Plans. The Chamber Representative shall generally be the Executive Director or their designee for the Chamber, unless otherwise approved in advance by the City, which such approval shall not be unreasonably withheld or delayed.

6. **Management Meetings.** The Chamber and City Management Representatives shall meet no less than quarterly to review the Partnership operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to April 1 annually, unless based upon the facts and circumstance, approval by April 1 is not practical and then the changes shall be approved as soon as possible.

D. FINANCIAL

7. **Initial Contributions**. Each Party agrees to fund $75,000 dollars from respective budgets toward FY2006 budget for the Partnership.

8. **Annual Budget.** An annual budget breaking down the costs of operating the Partnership will be prepared by the Director and incorporated into the City's and the Chamber's overall budgeting system

F. INSURANCE AND RISK MANAGEMENT.

9. Indemnifications.

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

9.2 Waiver of Claims Against Park City. Chamber and Park City shall not make any claim against each other or their officers, employees and agents with respect to any liability incurred by Chamber or Park City to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, except as provided in Section 9.1.

10. Insurance. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

10.1 Insurance. Chamber shall procure and maintain at its own expense throughout the terms of this agreement the following insurance:

(a) Workers' compensation insurance for Chamber employees, including statutorily required limits and other requirements of law; and

(b) All employee benefit programs and coverages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

10.2 Chamber Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, Chamber shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverages, whether by separate policies or by endorsement:

(a) Commercial general liability policy, with combined single limits of Two Million dollars ($2,000,000.00) per occurrence and in aggregate;

(b) Liquor Liability Coverage Part on the commercial general liability policy. Chamber shall require any hired security company to provide a policy of liability insurance and name Chamber and Park City as name insureds on the policy with limits set forth in 10.2(a);

(c) aircraft liability insurance, if Chamber leases or uses aircraft in connection with its activities under this Agreement; and

(d) Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

10.3 Additional Requirements. The insurance provided by Chamber pursuant to Section 10.2:

(a) shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

(b) shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with Chamber's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to Chamber's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

(c) shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and

(d) shall provide if reasonably possible that such insurance shall not be altered or canceled without thirty (30) days' prior written notice to Park City.

G. MISCELLANEOUS.

11. Representations and Warranties.

11.1 Representations and Warranties of Chamber. Chamber hereby represents and warrants that: (a) Chamber is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah; (b) Chamber has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; (c) the execution of this Agreement by Chamber and the performance by Chamber of its obligations hereunder have been duly authorized by all necessary corporate action; and (d) this Agreement has been duly executed and delivered by Chamber and is a valid and binding obligation of Chamber.

11.2 Representations and Warranties of Park City. Park City hereby represents and warrants to Chamber that: (a) Park City validly exists, and is in good standing under the laws of the State of Utah; (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

12. Unforeseen Circumstances. Either party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

13. Dispute Resolution. The parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and Chamber's Executive Director or other person designated by Chamber as exercising authority over the Agreement. If such persons are unable to resolve the dispute, it shall then be referred for resolution to the City Manager or his designee and Chamber's Executive Director. Either party may invoke such procedures by presenting to the other party a “Notice of Request for

Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either party may require that the matter be referred for resolution to the City Manager of Park City and the Chamber's Executive Director. A telephone conference of the City Manager of Park City and the Chamber's Executive Director shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the Executive Director of the Chamber are unable to resolve the dispute, then the parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. The costs of such mediation shall be shared equally by both parties. In the event that the parties are unable to agree on a mediator, then each party shall select one (1) mediator and the two mediators shall select a third mediator. Each party shall bear the cost of the mediator chosen by that party and the parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

14. Other Miscellaneous Terms.

14.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

14.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

14.3 Assignment and Delegation. Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and assigns.

14.4 Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

14.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

14.6 Consent. Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

14.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

14.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and Chamber and there are no third party beneficiaries to this Agreement.

14.9 Notice. Unless otherwise specified herein, all Notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("*fax*") (with a copy sent the same day by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:
City Manager

Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5000
Fax 435-615-4901

<u>With copies to</u>:
City Attorney
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480

<u>If to Chamber</u>:
Executive Director
Park City Chamber and Visitors Bureau
PO Box 1630
Park City, UT 84060

15.10 Reserved Police Power. The City expressly reserves, and Chamber expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

SUMMARY OF EXHIBITS/SUPPLEMENTAL PLANS

Exhibit "A" Goals for FY2006
Exhibit "B" Organizational Structure
Exhibit "C" FY2006 Budget

EXHIBIT "A" TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING
<u>Goals for FY2006</u>
Goals/Percentage of Efforts for Director:
2/3 Destination Tourism
1/3 Community Events

The Director will liaise and market for these types of events

<u>Destination Tourism Events:</u>	<u>Community Events:</u>
Triple Crown Sports	Parades
Sundance	Festivals
Jazz Festival	Holiday Celebrations
Scottish Soccer Tournament	Concerts
Lacrosse Tournament	

Additional goals and performance measures will be developed yearly with the approval of the Executive Director of the Chamber and advice and consent of the City Manager.

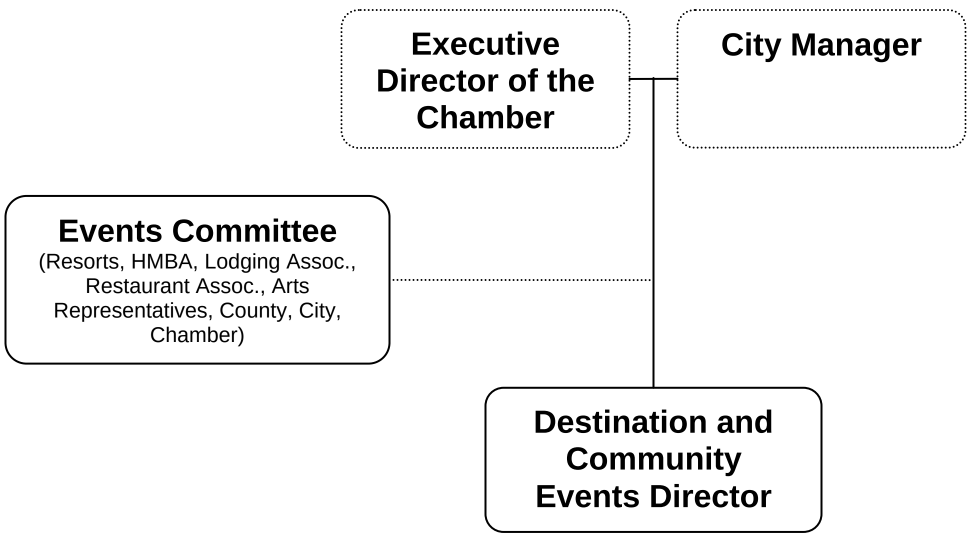
EXHIBIT "B" TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING
Organizational Structure
Destination Tourism and Community Events Partnership.

A new entity, established by the City and Chamber/Bureau, to centrally coordinate, market, manage, and fund events and community activities.

Goal:

- Attract new revenue producing events
- Program/develop events for areas in town
- Market events
- Consolidate efforts towards sports/recreation tourism and cultural tourism

Flow Chart:



Why this setup?
At this time there multiple organizations attracting new events, coordinating event activities and trying to market Park City events. This setup looks to centralize efforts to eliminate overhead, and produce an overall coordinated events calendar for Park City.

Responsibilities/Duties of Director:

- Research, identify, develop and prepare bid packages for events
- Work with community resources to create the maximum impact (bang for the buck) using available funding resources while avoiding costly duplication of efforts
- Write and manage contracts with actual event organizers to program areas/events for Park City
- Contract for the operations of destination and community-oriented special events

- Contract when necessary with non-profits for the provision of services
- Program and manage City owned spaces including the Main Street Plaza and City Park
- Assist the Chamber Executive Director in preparing budgets that outline the Chamber's financial sponsorship of events and secure contracts that specify the Chamber's sponsor-marketing opportunities
- Work with the Chamber's marketing and sales department to develop customized event solicitation packets
- Work with the Chamber's marketing and sales department to maximize marketing opportunities and media/press associated with events
- Coordinate and publish a yearly calendar of all events and community activities
- Perform economic analyses of events and prepare reports on their 'return on investment'
- Prepare and periodically update an inventory of existing events and identify opportunities for expansion and growth
- Coordinate with the City concerning the regulation of event and become expert in the City's and County's requirements and regulations

Goals/Percentage of Efforts for Director:
2/3 Destination Tourism
1/3 Community Events

The Director will liaise and market for these types of events

Destination Tourism Events:	Community Events:
Triple Crown Sports	Parades
Sundance	Festivals
Jazz Festival	Holiday Celebrations
Scottish Soccer Tournament	Concerts
Lacrosse Tournament	

Budget/Funding: $150,000
50% Chamber of Commerce
50% Park City Municipal Corporation
Budget shall include salary and associated costs including contracts/programming.

Administration:
The Director will be located at the Chamber's offices. The Director shall report to the Executive Director of the Chamber with the advice and consent of the City Manager or his designee.

Timeline:
- Draft & adopt a contract establishing the Joint Venture by May 21, 2005
- Advertise & hire the Director by September 30, 2005

EXHIBIT “C” TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING
<u>FY2006 Budget</u>

City Council Staff Report

Author: Eric DeHaan, P.E.
Subject: SPIRO WATER LINE EASEMENT
Date: September 22, 2005
Type of Item: Administrative

PARK CITY 1884

CITY ENGINEER

Summary Recommendations:
The City Council should approve the Easement Agreement with Paladin Development Partners LLC in a form to be approved by the City Attorney.

Description:

Topic:
Paladin Development Partners LLC ("Paladin") is the developer of the massive Silver Star development at the Spiro Tunnel. The development is heavily affecting the City's Spiro bulkhead water line and the Spiro drain line. The bulkhead line must be relocated. The easement agreement (attached) moves the easement for the bulkhead line to the location of the proposed new pipeline since the City's existing easement represents a cloud on the title of Building A at Silver Star.

Background:
Paladin has taken Silver Star through the City's planning process. Knowing that the commercial and residential structures at Silver Star will in some cases interfere with the City's Spiro waterworks, the City has required Paladin and their engineer, PSOMAS, to provide alternative designs for the relocation of the Spiro bulkhead line and the Spiro drain line. The bulkhead line carries water to the City's treatment plant while the drain line carries the balance of the water flow to the open channels feeding both Silver Creek and East Canyon Creek. Although the staff encouraged Paladin to avoid these important water lines in their design, the shoring wall for Building A at Silver Star was extended in the final design to a location that requires the relocation of the bulkhead line.

Analysis:
Few pipes in the Park City area are as important to public health, safety, and welfare as the Spiro bulkhead water line. The City Staff has met with Paladin's designers and contractors over a dozen times in an effort to coordinate the relocation of the bulkhead line and the installation of Paladin's infrastructure. Paladin is doing all work at their cost, and has provided significant financial guarantees assuring the satisfactory completion of the work. Further, City staff is carefully monitoring the construction of the infrastructure to ensure that appropriate concurrency in achieved prior to individual building permits.

Department Review:

The easement has been reviewed by the City Engineer, the City Attorney, and the Public Works Department.

Alternatives:

1. **Approve the Request:**
   The Council can approve the Easement Agreement, thus clearing a cloud on the title of Building A at Silver Star.

2. **Deny the Request:**
   The Council can deny the request, in which case construction on Building A will come to a screeching halt.

3. **Continue the Item:**
   If the Council requires further information, the easement agreement can be continued.

Significant Impacts:

All financial impacts accrue to the developer. Park City is facing no costs other than considerable staff time which will be involved with each of the alternatives.

Consequences of not taking the recommended action:

Not approving the easement agreement would result in great concern on the part of the Silver Star lenders and title company.

Recommendation:

The City Council should approve the attached Easement Agreement with Paladin Development Partners LLC with the final form of the agreement to be approved by the City Attorney.

Exhibits:

Easement Agreement

WHEN RECORDED MAIL TO:
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, UT 84060
Attention: Mark D. Harrington, Esq.

Space above for County Recorder's use
PARCEL I.D.#

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is executed this ____ day of September, 2005 by and between PALADIN DEVELOPMENT PARTNERS, L.L.C., a Utah limited partnership ("Paladin"), and PARK CITY MUNICIPAL CORPORATION ("the City").

RECITALS:

A. The City claims a prescriptive easement for water pipelines and other water transmission and distribution facilities (referred to herein as the "Existing Easement") through and across the following-described land and premises owned by Paladin (the "Existing Easement Parcel"), situated in Summit County, State of Utah, more particularly described as follows:

> A strip of land thirty (30) feet wide (extending fifteen (15) feet on either side of the following described centerline), lying and situate in the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah, the centerline of which is more particularly described as follows:
>
> **BEGINNING** at a point that is South 979.91 feet and West 1504.23 feet from the East Quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North 08°59'32" East 16.51 feet; thence North 08°57'29" East 151.08 feet; thence North 32°36'21" East 11.43 feet; thence North 38°59'24" East 74.84 feet to the Westerly right-of-way of Three Kings Drive and the terminus of the above-described centerline.

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B. In connection with the development by Paladin on its land of a residential and commercial real estate development known as Silver Star, Paladin desires to relocate the City's Existing Easement from the Existing Easement Parcel to a re-configured route for the water pipelines and other water transmission and distribution facilities through and across the New Easement Parcel (as defined and described below) in exchange for the extinguishment, termination and vacation by the City of the City's Existing Easement through and across the Existing Easement Parcel.

C. The City is willing to extinguish, terminate and vacate the City's Existing Easement through the Existing Easement Parcel in exchange for and upon the granting from Paladin to the City of an easement for water pipelines and other water transmission and distribution facilities through the New Easement Parcel on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Paladin and the City hereby covenant and agree as follows:

Pursuant to that certain Grant of Easement dated August 22, 2005, that was recorded in the Office of the Recorder of Summit County, Utah on August 25, 2005, as Entry No. 748308 in Book 1727 at Pages 1167 and 1168, Paladin has granted to the City, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a perpetual, non-exclusive easement (referred to in this Easement Agreement as the "New Easement") thirty (30) feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other water transmission and distribution facilities (hereinafter collectively called "Facilities") through and across the following-described land and premises (the "New Easement Parcel") situated in Summit County, State of Utah:

> A strip of land thirty (30) feet wide (extending fifteen (15) feet on either side of the following described centerline), lying and situate in the Southeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah, the centerline of which is more particularly described as follows:
>
> **BEGINNING** at a point that is South 962.91 feet and West 1501.54 feet from the East Quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North 87°32'48" East 38.58 feet; thence North 61°58'33" East 26.09 feet; thence North 39°28'33" East 34.69 feet; thence North 12°04'38" West 3.95 feet; thence North 50°31'27" West 80.54 feet; thence North 05°31'27" West 81.42 feet; thence North 39°28'33" East 50.98 feet; thence North 84°28'33" East 28.43 feet; to the Westerly right-of-way of Three Kings Drive and the terminus of the above-described centerline.

TO HAVE AND TO HOLD the same unto the City, its successors and assigns, so long as such Facilities shall be operated and maintained by the City, with the City to have the right of ingress and egress to maintain, operate, repair, inspect, protect, remove and replace the Facilities.

Paladin reserves and retains the right for Paladin to use the New Easement Parcel and the right for Paladin to grant nonexclusive easements, rights of way and other use rights to other persons and/or entities to use the New Easement Parcel, provided such use does not interfere with the Facilities or any other rights granted to the City hereunder. Nothing herein shall prohibit Paladin from building or constructing, or permitting to be built or constructed, curbs and gutters, sidewalks, pavement, landscaping, ski lifts, ski trails or other improvements over and across the New Easement Parcel that do not interfere with the Facilities or any other rights granted to the City hereunder.

In consideration for the grant by Paladin to the City of the New Easement through and across the New Easement Parcel as set forth above, the City hereby extinguishes, terminates and vacates the City's Existing Easement through and across the Existing Easement Parcel, provided that Paladin shall relocate, at Paladin's sole cost and expense, all of the City's Facilities located with the Existing Easement Parcel to the New Easement Parcel. Paladin hereby agrees to cooperate with the City in the performance of the relocation of the City's Facilities from the Existing Easement Parcel to the New Easement Parcel, so that such relocation does not interfere with the service provided by the City's Facilities or the system requirements for the City's Facilities.

This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Paladin and the successors and assigns of the City, and the City's rights under this Easement Agreement may be assigned in whole or in part by the City.

IN WITNESS WHEREOF, Paladin and the City have caused this Easement Agreement to be executed by persons duly authorized to execute the same as of the date first above written.

PALADIN DEVELOPMENT PARTNERS, L.L.C.,
a Utah limited liability company

By: RORY C. MURPHY
Title: PRINCIPAL

PARK CITY MUNICIPAL CORPORATION

By:____________________
Title:____________________

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 1st day of September, 2005, by Rory C Murphy, the Principal of Paladin Development Partners, L.L.C., a Utah limited liability company.

NOTARY PUBLIC
ROBYN RICHARDS
450 N. Main St. • PO Box 248
Henefer, Utah 84033
Commission Expires
December 21, 2005
STATE OF UTAH

Robyn Richards
NOTARY PUBLIC

My Commission Expires: December 21, 2005

Residing at: Henefer, UT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of September, 2005, by ______________________, the ______________________ of Park City Municipal Corporation.

____
NOTARY PUBLIC

My Commission Expires: ______________________

Residing at: ______________________

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