PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 22, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Gary Hill, Budget Manager; Ken Fisher, Recreation Manager; Eric DeHaan, City Engineer; Alison Butz, Special Events and Facilities Manager; Brooks Robinson, Planner

Recreation Advisory Board (RAB) members Dave Stahle, Rich Miller, Liza Simpson, Carol Potter, Rob Lea, and Matthew Galvin

Jennifer Guetschow, consultant; and Tim Henney, Summit Land Conservancy (SLC) Board Member

Absent: **Council Member Marianne Cone**

1. **Council questions/comments.** Candace Erickson reminded the public that the hazmat collection will be held at Recycle Utah this Saturday. She attended the first meeting of the Friends of Ice which consists of a variety of stakeholders; there was discussion about programming and marketing. The City Tour was informative but by comparison to other resort communities, she felt that Park City is doing a phenomenal job, and there are fewer ideas to *steal*. Ms. Erickson noted that she has been attending the IHC meetings, and it was helpful to visit the hospital in Sun Valley. She thanked Matt Twombly for his work on presentation maps for Gambel Oak in preparation for staff's trip to Washington DC next week.

Jim Hier stated that he also enjoyed the Summer Tour. He received a request from the HMBA to suspend paid parking on Main Street four weeks prior to Christmas (see public input at regular meeting). The Mayor interjected that the completion of the new parking garage will create 250 new parking spaces. Mr. Hier believed that the effort is to attract local patrons to shop Main Street and to compete with free parking programs offered in Salt Lake. He thanked the presenters at the 20-30 Vision Meeting held on Tuesday night, which was well-attended. Joe Kernan commented on the Summer Tour, specifically the paved trails in Sun Valley and Jackson. He discussed an alternative routes meeting hosted by Mountain Trails Foundation, and reported on School District businesses, particularly the renovation of the high school. Mountain Mediation is considering expanding services to the community. Kay Calvert felt the City Tour was well organized and stated that she was impressed by Jackson's affordable housing program.

The Mayor thanked the community for its generosity in creating and participating in fund-raising events for Katrina Relief victims. He pointed out staff's hard work on the state tax reform amendments over the past 16 months, and reported that the ULCT membership approved maintaining the status quo on the 50/50 proposal. Mayor Williams personally thanked City Manager Tom Bakaly and Budget Manager Gary Hill for their professionalism. He also acknowledged Council member Candace Erickson's successful induction to the ULCT Board of Directors and her commitment to Park City in representing our interests in state and federal affairs.

Mayor Williams reported on his participation on a task force on the future of energy where imposing mandates versus offering incentives was evaluated. He also attended a conference this morning on global warming with Mayor Rocky Anderson. The Utah Humanities Council held a dinner where Bill and Joyce Brown were honored with the Mayor's Award and he was pleased that he could be there. The City received an award from Department of Environmental Quality and the Utah Pollution Prevention Association on the environmental management report authored by Jeff Schoenbacher and Park City's participation in wind power, among other initiatives.

He suggested that the Council meet with the Snyderville Basin Planning Commission since there are matters of mutual interest. He clarified for Jim Hier that our Planning Commission would be invited and maybe the County Commission. Mr. Hier pointed out that this would result in a big meeting and there are subcommittees being formed, including members of both planning commissions to ensure better communication. He preferred allowing this approach to go forward first but the Mayor disagreed. He felt that there are many SBPC members that the Council may not know and there was discussion about holding a social function rather than a meeting.

The Mayor asked staff to explore whether or not Park City has an idling ordinance. Candace Erickson discussed her participation on the selection committee for the upcoming Leadership Class and the effectiveness of the past two classes. There are a large number of applications and a limited number of slots, and she encouraged people to reapply if not selected this year.

2. RAB visioning. Ken Fisher introduced RAB members in attendance: Dave Stahle, Rich Miller, Liza Simpson, Carol Potter, Rob Lea, and Matthew Galvin. The group is looking for direction from Council on a work plan with regard to neighborhood parks, City Park, and dirt jumps. Miscellaneous projects include the dog park, stair rights-of-way and Frisbee golf.

<u>Neighborhood parks</u> - He referred to his staff report and pointed out that there is about $440,000 left in the budget after the construction of three neighborhood parks currently underway. Another potential site is the old sewer treatment site, which is currently being used for storage for Public Works and acts as a temporary location for the dirt jump. Building a fire station on this property is also an option. Jim Hier believed it

prudent to wait a year on a park plan at this location until there is more information on the fire station and storage needs for Public Work. Additionally, the park may be costly and constitute its own project. Candace Erickson added that the status of the dirt bike jump is unknown as well. The Mayor stated that he wants the flexibility to consider affordable housing on the site, which he feels is large enough to accommodate all three uses. Ken fisher indicated that the old sewer site will be *put on the back burner*; there was discussion about the inherent expense in building parks.

Mr. Fisher stated that RAB is looking for direction on neighborhood parks in Old Town. He acknowledged that a park in the Historic District can also be a feature of the Town Plaza and asked whether parks funds should be allocated for this project. Ms. Erickson liked the idea of a children's art/play area but wasn't sure of the time frame for the Plaza. Jim Hier agreed that there should be park amenities at the Town Plaza and felt improvements should be budgeted as a component of the CIP project. The City Manager advised that Council will be reviewing the Town Plaza project this winter with construction slated for spring.

He clarified the plan for the three Wisnewski parcels, which proposes moving the house to provide enough space for a park on two of the lots. Mr. Stahle expressed that RAB believed the Wisnewski acquisition was too small for a park and the sale of the two lots would generate the money to purchase property somewhere else in Old Town. Jim Hier recalled that the proposal was to construct a walkway on the property. Rich Miller agreed that the lot could provide access from upper Main Street and pointed out that there are seven acres on the hillside and a historic path from Swede Alley to Hillside Avenue, which can be improved for pedestrians. Stairs and/or a cultural walkway could be constructed. It was clarified for Kay Calvert that the buyer of the lot would be responsible for moving the house. Mr. Miller asked about the timeline for the reconstruction of Hillside Avenue in the CIP Budget. Eric DeHaan explained that the funds are anticipated for repairs in the event Hillside collapses. Candace Erickson felt that once the sale proceeds, she would like this project to move ahead and pointed out that there is a wide swath of property which would work well as a walkway with benches, etc. Mr. Stahle clarified that his concerns related to traditional parks with playgrounds. Mr. Kernan also supported the walkway concept.

<u>Stair rights-of-way</u> - With regard to stair rights-of-way, Ken Fisher spoke about the Second Street stairs between Main Street and Park Avenue. He received a suggestion from a resident for a basketball court there, but pointed out that utilities are located next to the stairs and many property owners have landscaped the right-of-way. Rich Miller reported that they discovered that there are quite a few stair rights-of-way in Old Town that are currently weed patches. RAB felt that all stairs should be looked at comprehensively, not just Second Street, and that a policy should be created. The neighbors could participate in the improvements. The Mayor brought up the risk of

adverse possession claims, and the City Attorney explained that governments are immune. Typically the property owner enters into an agreement with the City who reserves the right to remove improvements. Jim Hier felt that landscaping the stairs would be a great enhancement. Liza Simpson believed that installing benches and planting trees is pretty inexpensive and Tom Bakaly pointed out that uses must be consistent with bond language and other possible funding sources may have to be identified, like the RDA. Kay Calvert encouraged creating more seating areas in the downtown core.

Dave Stahle reiterated that he strongly believes in finding a location for a park in Old Town. The Mayor specified that the City is approaching $20 million in Old Town expenditures over the past several years and the cost of acquiring property is prohibitively expensive. Joe Kernan suggested considering park exactions from Old Town developments. Kay Calvert commended Mr. Stahle for not losing sight of a park in Old Town and felt there may be opportunities in the future. Ms. Erickson interjected that property values will likely continue to increase and we may regret not buying anything now. Liza Simpson emphasized the possibilities associated with the construction of the Town Plaza and the Mayor pointed out the number and availability of recreational trails bordering Old Town. Ken Fisher stated that the neighborhood park subcommittee will look at the Wisnewski lots, the stair rights-of-way, and survey Old Town residents on ideas.

<u>City Park and Recreation Building</u> - With regard to City Park, Mr. Fisher, spoke about replacing the infield of the softball diamond which would be completed in-house. The Recreation Building was built in the mid-80s and used by the Recreation Department primarily for summer day camp, leased to the Boys and Girls Club and used by Sundance. Day camp has been very successful and the building has been *bursting at the seams*. RAB is suggesting that staff analyze and recommend potential uses for the building, recognizing that it does not currently meet the needs of the community. Kay Calvert referred to the wide range of estimates from $50,000 to $1.5 million and Ken Fisher explained that at a minimum, $50,000 would probably cover plans for the interior layout and upgrading the bathrooms. There was talk of enclosing the pavilion and building a second floor. Jim Hier believed the building is in a state of disrepair and the City should explore refurbishing it. Kay Calvert commented on its high usage and Ken Fisher agreed that there isn't much square footage to accommodate program participants. Dave Stahle relayed that RAB will return with options and associated cost estimates. Joe Kernan felt that $250,000 is a reasonable starting point. Candace Erickson encouraged the group to *think outside the box* and look at things from a different angle, including a different location for the building. Ken Fisher felt the location is ideal for summer camp because it is in City Park, close to the Library, baseball fields, skate park, and on the bus route. The Mayor confirmed that RAB will return to Council with cost options to improve the building.

Poison Creek enhancements - Ken Fisher addressed enhancing Poison Creek as a possible project. The Marriott improved its section along the creek but the City property at the south end of City Park is overgrown and unattractive. This project simply involves cleaning up the vegetation along the banks and making the creek more visible for aesthetic and safety reasons. Candace Erickson expressed reservations about removing vegetation like the willows without the advice of a hydrologist. Mayor Williams feared that if the creek becomes more visible, it may become an attractive nuisance for kids and there is also a soil issue. Liza Simpson responded that the kids are already playing on the banks where their parents can't see them and the intent is to clear out the willows so Poison Creek is visible from the park side. Dana Williams advised that the willows will return every spring and he would rather allocate this funding toward the Recreation Building. Ms. Simpson commented that there is enough room between the trail and the stream in some areas to install benches. Dave Stahle suggested that this be a community volunteer project tied into Clean Up Day in May. Mayor Williams advised that if this project moves ahead to place boulders in the creek to inhibit willows and prevent erosion. The improvements made by the Marriott were discussed including boardwalks, a barbecue area, horse shoe pit and landscaping. Candace Erickson reiterated her concern about removing natural features without considering the effects on the flow of Poison Creek. Rich Miller pointed out that the Board will review this project, taking all of Council's comments into consideration.

North end of City Park - The north end of City Park has been discussed over the past several years and Mr. Fisher reported that he and the City Engineer conducted an assessment and both have a good understanding of the park boundary. He proposed building parking spaces behind the 7-11, paving some spaces by the playground behind the townhouses, and landscaping the Snow County berm. In response to a question from the Mayor, Mr. Fisher personally believed that the project should be to define parking spaces, not necessarily include the berm. He explained that people may be attracted to an area where there may be fly balls and this may be the future location of the Drilling and Mucking Exhibition on Miners Day. The Mayor questioned the necessity of leaving the drainage basin at its current location. Eric DeHaan advised that it is the storm drain detention for all of City Park and that function would have to be duplicated somewhere else. There are also soil issues that would have to be addressed.

Dave Stahle suggested conducting this project in tandem with the Sullivan Road improvements in 2009. He felt that the north end doesn't look that bad. Matthew Galvin interjected that resources may be spent more wisely on the Recreation Building. There was discussion about paving the area behind the townhouses which was supported by Jim Hier. Candace Erickson agreed that the north end of the park is not a high priority, but encouraged staff to keep it in mind. She felt there should be a comprehensive plan for all components. In response to a question from Rich Miller regarding direction, Kay

Calvert explained that the focus of the project should be to clearly identify City-owned parking by paving, signing, and/or striping.

Dirt jump park - With regard to the temporary dirt jump park, Ken Fisher advised that the City has a CUP through the summer of 2006 and RAB is looking for a permanent location before it expires. He asked if BMX is an activity the City wants to offer in the future and Mayor Williams relayed that feedback on this from RAB is critical. Ms. Simpson reported that there is evidence that the park is being used, but not to the same extent as the skate park. She pointed out that there isn't a large cost associated with rebuilding dirt jumps somewhere else and can't imagine it remaining at the old sewer site in consideration of other pending uses. She suggested reserving space at the Quinns Sports Complex. Jim Hier remarked that there may be more room on the Bango-Wortley property but questioned if it would be used as much at that location. If the trail is paved from Morning Sky to the Sports Complex, there will be access to the area without getting on the streets. Mr. Stahle clarified that the Bango-Wortley piece is on the same side as the NAC; the size is perfect and it is well screened. There are trails around the fields and there may be bus service out there. He added that having a dirt jump park is an amenity that is a good fit for Park City; he relayed a story about meeting a mother commuting from Rock Springs so her son could enjoy the temporary dirt bike park. The Bango-Wortley site has more space for a better park, but the sewer treatment plant site was a good test to determine the level of interest among riders. Jim and the locker rooms remodeled. Friends of the Racquet Club was formed last year but disbanded after members were discouraged after learning the scope of needed repairs and the lack of potential funding. For instance, remodeling the locker rooms doesn't make sense without fixing the leaking pipes. A separate staff task force has been formed to examine all City assets and formulate a maintenance replacement schedule for facilities, including the Racquet Club. Once the capital replacement plan is complete, he suggested forming a RAB group to look at making the facility a true community asset. Currently, there are no kid-friendly amenities in the building.

Kay Calvert felt it important to take care of on-going maintenance before taking on other programs. Mr. Fisher felt that once maintenance is under control, RAB could comprehensively look at facility programming. There was discussion about the boundaries of the Racquet Club property and enclosing the lap pool. Jim Hier agreed that repairing the facility is more important than considering new enhancements or programs. The City Manager discussed focusing on maintenance for a year or so first and then formulating a vision for the Racquet Club. Rob Lea encouraged looking at the facility as a whole. Ms. Erickson stated that her preference is to initiate a long-term planning process now and felt that repairs should be prioritized on a projected maintenance schedule. Dave Stahle encouraged the Council to commit adequate funding for on-going maintenance in the annual budget. There was discussion about the budget review process and Tom Bakaly pointed out that the program for the maintenance of all facilities will affect decisions on implementing new projects and/or programs. He felt it may be helpful to return to Council with a priority list of all RAB projects and associated costs supported today.

Disc golf - With regard to Frisbee golf, Council member Hier disclosed that he discussed this with Rob Lea at length and believes it may be a good activity for Park City. He suggested forming a task force of interested parties to approach both ski areas about using their properties. Mr. Lea explained that there are about 1,000 disc courses in the US. He has met with the group operating a course in Solitude who supports a course in Park City and is willing to assist in the design and logistics components. Mr. Lea felt it would only cost $10,000 to get started and there are marketing opportunities with sponsoring holes to raise money for maintenance. The majority of City Council members endorsed the idea of Frisbee golf with a ski resort as a partner. Tom Bakaly reminded Council that this is a new program and there was direction previously to address existing maintenance problems before funding new activities.

Bonanza Drive - With regard to a pedestrian tunnel under Bonanza, Ken Fisher explained that this project came up in the context of it being funded from an exaction from potential development. The extensive utility and drainage conflicts along the street were pointed out, rendering the project unrealistic. The City Council thanked staff and members of RAB for an excellent presentation.

3. Monitoring open space. Planner Brooks Robinson explained that Jennifer Guetschow from SLC contacted him about the status of three properties, the Hope Parcel, Florence Gillmor Parcel, and the McPolin Farm and their disposition for conservation easements. He relayed that Ms. Guetschow was receiving questions from her Board and the general public regarding the City's intentions. The Hope Parcel on April Mountain was acquired with open space bond funds and staff is prepared to move forward with a conservation easement, consistent with City Council policy.

However, staff feels that the deed restrictions associated with the Florence Gillmor Parcel provide sufficient protection without an additional conservation easement. Mr. Robinson invited comments on extending the special services contract with SLC to monitor the Gillmor piece. Dana Williams stated that it is appropriate to place a conservation easement on the Hope Parcel but probably not on this land. Candace Erickson asked if the bond language requires conservation easements. Mark Harrington explained that it is not in the bond language but is the current policy direction from the Council, which staff will follow unless directed otherwise. Within six months or so of closing, Council will be asked to grant a third-party easement on property purchased with open space bond money. The Gillmor Parcel has its own deed restrictions which are very detailed, and it doesn't make sense to staff to place a redundant easement on this property. He added that third-party assistance in monitoring the terms of the existing restrictions may be helpful, and could be accomplished by extending the scope of the special services contract with SLC. If Council decides to more ahead with a third-party easement, it can not conflict with the terms of existing provisions. Jim Hier pointed out the difficulty in distinguishing property boundaries in the Round Valley area, which may become an administrative burden to police. There was discussion that it shouldn't be problematic with regard to monitoring and the City would follow up on any violations. Mr. Hier asked if there is any harm in placing a redundant easement; it may ease administration. The City Manager stated that it has been staff's position that when the City is protected with existing deed restrictions regarding use, it is not necessary to pursue a conservation easement. The main concern is loss of flexibility for policy-makers but he felt it appropriate that the City extend SLC's contract to monitor this property. Jim Hier asked the harm in mirroring the deed restrictions in the third-party conservation easement. The City Attorney clarified that any question on use or enforcement in the future would require the agreement of another party to the terms of resolving the issue to its satisfaction. This creates a possible hurdle and Mr. Harrington believes the same intent can be reached by having a third party monitor Gillmor. Jim Hier again discussed mirroring deed restrictions in the conservation easement document, pointing out that the Gillmor Parcel is more restrictive than other open space properties. He reiterated concerns about confusing property lines and asked if a conservation easement would assist enforcement. Ms. Guetschow replied that she needs to see the deed language.

The City Council agreed to expand the special services contract to include monitoring the Florence Gillmor property. Placing a conservation easement on the property will be a continued topic and Mr. Hier expressed his support of a duplicative easement. Candace Erickson stated that she is comfortable with the bond language and feels a conservation easement is superfluous.

Alison Butz relayed that the McPolin Farm was acquired in 1990 when the City entered into a purchase, sale, and charitable donation agreement with the Osguthorpes to purchase the farm property. The agreement allowed for a variety of uses including agriculture, open space, recreation, education, and residential and commercial development. At the time of acquisition, the City Council committed to a five-year process to determine appropriate uses and public input sessions and a symposium were held. This culminated in 1995 with a master plan for the entry corridor which specifically states that the structures at the Farm are to be used for cultural activities and the fields as open space. Amendments to the resolution require a majority vote of the City Council, as well as 60% voter support to hold a special election on this matter. Those properties are also conditioned through a CUP and zoned Recreation Open Space to provide adequate controls on use. The Friends of the Farm group monitors the land and staff continues to work on a plan to further define the Farm structures and their compliance with the CUP.

Jennifer Guetschow understood that the special election relates to solely changing the open space use and expressed concerns about amending the language without conducting this process. Mark Harrington replied that if the language change purports a change in use in conjunction with the open space delineation, there would have to be a vote of the people and there is no way to avoid the election. Board member Tim Henney stated that Council has to feel comfortable that the bond language and the deed restrictions protect the property in perpetuity. He feared that there are ways to change intended uses, especially as the community grows and changes. There is provision for a referendum in the master plan for the Farm and it could happen.

Dana Williams stated that there is a lot of recreational activity on the Gillmor Parcel and he would like to maintain flexibility on that ground, but felt the Hope Parcel should have a conservation easement. He agreed with Mr. Henney's comments about the Farm property, acknowledging that its value could be an appealing way to bail the City out financial shortfalls if that should occur in the future. The Farm is our most visible open space acquisition and in his opinion, the *gem* of all open space purchases. Redundancy is more appropriate in this case and an easement should be placed on it.

Joe Kernan stated that he is not adverse to a conservation easement, but didn't want to exclude a cultural use which may be considered commercial. Jennifer Guetschow assured Council members that a conservation easement can be designed to accommodate desired uses. In response to a question from Candace Erickson, the City Manager explained that placing a conservation easement on the property will not adversely affect our bond rating. Jim Hier suggested that a public hearing be scheduled to solicit public input to better assess public opinion on the conservation easement issue. Ms. Guetschow interjected that she has been receiving a lot of calls.

The Mayor summarized that the Hope Parcel will receive a third-party conservation easement, the Gillmor Parcel will be monitored by SLC, and a public hearing will be scheduled on the McPolin Farm. Tim Henney stated that he believes it appropriate to treat these parcels differently and acknowledged that conservation easements may not be appropriate in every instance.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 22, 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 22, 2005. Members in attendance were Dana Williams, Kay Calvert, Candace Erickson, Jim Hier, and Joe Kernan. Council member Marianne Cone was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Max Paap, Special Events and Facilities Coordinator; Ray Milliner, Planner; Dave Maloney, Planner; Alison Butz, Special Events and Facilities Manager; and Eric DeHaan, City Engineer.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

The Mayor invited the public to comment on any matter of City business not schedule on the agenda:

1. Free parking on Main Street for the holidays – Mike Sweeney, HMBA, explained that the HMBA is requesting free parking on Main Street from Thanksgiving to December 17 as there are a number of competing parking programs in Salt Lake. He will also explore providing free parking in privately owned parking garages. The City Manager explained that this will return on an upcoming work session for consideration.

2. Protection of renters' rights - Lucy Seznowski, resident, asked that the City address tenants' rights and detailed her personal eviction experience. She believes that renters have no recourse when there are landlord/tenant disputes and proposed that the City operate a housing office. Jim Hier referred to the free legal services offered at the Miners Community Center and Ms. Seznowski alleged that the attorneys don't show up. Max Paap, Special Events and Facilities Coordinator, interjected that he understood that there were a couple of instances when the sessions were canceled and in the future, the building will be posted. In response to a question from the Mayor, Mark Harrington indicated that Utah has legislation protecting renters' rights, but acknowledged the challenges renters often face in legal disputes. Council may want to consider this in tandem with an affordable housing policy. An option may be to create an ombudsman role, pointing out that there is likely a landlord contingent in town with valid concerns. Existing legal aid services in Park City are limited compared to Salt Lake. There have been efforts to expand local services, but it is not very likely in the near future. The Park City Bar Association has a new coordinator for the Tuesday night program and hopefully it will be more consistent. The City Attorney noted that small

claims court is a very cost effective way to remedy disputes and Mountain Mediation is planning to expand into the landlord/tenant area which may be another resource.

With no further comments, the public input session was closed.

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

Joe Kernan, "I move we approve the minutes of the meetings of August 25, September 1, and September 8, 2005". Candace Erickson seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Absent
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

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)** - and

2. Continuation of hearing on Ordinance amending the Municipal Code, Title 12, Sign Code **(motion to continue to October 6, 2005)** – Jim Hier, "I move we continue Items 1 and 2 to October 6". Kay Calvert seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Absent
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

3. Ordinance approving the Mustang Subdivision Plat located at 827 Norfolk Avenue, Park City, Utah – Planner Dave Maloney explained that the application is a request to combine two lots to create a legal lot of record, measuring approximately 37 feet by 77.5 feet. The Planning Commission forwards a positive recommending after holding a public hearing. Mayor Williams opened the public hearing, and with no comments, closed the hearing.

4. Ordinance approving The Line Condominiums, located at 555 Deer Valley Drive, Park City, Utah – Planner Maloney explained that the applicant is Mountainlands

Community Housing Trust and the request is to create condominiums so the units can be sold individually. With no questions or comments form the Council, the Mayor opened the public hearing. Hearing no comments from the audience, the hearing was closed.

5. Ordinance amending the Land Management Code of Park City, Utah creating Section 15-4-20, Special Events Overcrowding Permit Administrative Conditional Use Permit – Planner Ray Milliner explained that the ordinance proposes a conditional use process for the purpose of regulating special events that occur during larger master festivals. Current review practices have been combined to streamline and clarify the process for the benefit of applicants and staff. Mr. Milliner noted that Shelley Hatch from Finance and Michelle Downard from Building Enforcement are in attendance to answer questions.

Candace Erickson asked if this ordinance will be applied to residential dwellings and Mr. Milliner explained that it would apply to any use where the occupancy limit is exceeded. Commercial uses in residential units are prohibited under the Code. Mark Harrington emphasized that the ordinance does not address use, but applies to occupancy. Ms. Erickson pointed out our experiences with people renting houses for private overcrowded parties. The City Attorney explained that individuals can apply for non-commercial overcrowding permits for a wedding or a party and Ms. Erickson asked if adjacent property owners should be contacted at that point. Mark Harrington noted that the amendment does not contemplate notification as drafted. Ray Milliner described the importance of establishing a process through which the Finance, Building, Police, and Planning Departments review these types of activities in advance. There was discussion about the staff report recommending notification which is in conflict with the ordinance. Kay Calvert felt it likely that an event organizer or someone hosting a private party would not be aware of these regulations.

There was discussion about occupancy limits and associated fire codes. Alison Butz clarified that this ordinance deals with interior use, not necessarily special events. With regard to notification, she explained the hand-outs distributed to merchants for Arts Festival which can be duplicated for Sundance. Ms. Calvert agreed that overcrowding creates a safety issue but is concerned about educating people about the permit system. Ms. Butz clarified that merchants would be provided information relevant to leasing arrangements during Sundance. Joe Kernan didn't feel that residents would be aware of these requirements like someone holding a Super Bowl party, for instance. Ray Milliner explained that the man focus is to better control special events associated with larger master festivals and the City Attorney emphasized that this is the enforcement priority. The proposed legislation was formulated to control occupancies in structures to ensure that they adequately meet health and safety standards. This mainly affects relatively small events in conjunction with a large master festival. The concern is not big parties in neighborhoods. Although this provides the police with an additional tool, there are other avenues like citing for noise, etc. without using this ordinance. Joe Kernan felt that notifying adjacent property owners can be burdensome. The City Manager acknowledged that staff is divided on the notification issue.

Mark Harrington stated that there can be different noticing standards for properties within 300 feet and Council has the ability to change this and/or the 14 day time frame, which provides for inspections. Notification should be concurrent with submitting the application. Joe Kernan argued that using flyers rather than mailed notice is probably more effective and Ray Milliner remarked that the property would also be posted.

The Mayor opened the public hearing and hearing no comments, closed the hearing.

VI CONSENT AGENDA

Jim Hier, "I move we approve Consent Agenda Items 1 through 5". Joe Kernan seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Absent
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

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) – See staff report.

2. Ordinance approving the Mustang Subdivision Plat located at 827 Norfolk Avenue, Park City, Utah – See staff report and public hearing.

3. Ordinance approving The Line Condominiums, located at 555 Deer Valley Drive, Park City, Utah - See staff report and public hearing.

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

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 – See staff report.

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 – Eric DeHaan explained that the Silver Star Development is well underway and the Spiro bulkhead water line is currently being moved by the developer. The easement releases the City's claim on the old alignment and dedicates the relocation. It also clears the title to Building A of Silver Star and staff recommends approval. Rory Murphy interjected that the old pipe became very brittle with age and he believes this will be an improvement. Kay Calvert, "I move to approve the 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". Jim Hier seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Absent
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

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

Kay Calvert	Aye
Marianne Cone	Absent
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

The meeting opened at approximately 3:30 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

Janet M. Scott, City Recorder

City Council
Staff Report

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

PARK CITY 1881

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

PARK CITY 1884

Recreation & Library Department

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

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

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

PARK CITY 1881

Planning Department

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.

City Council Staff Report

PARK CITY 1881

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.

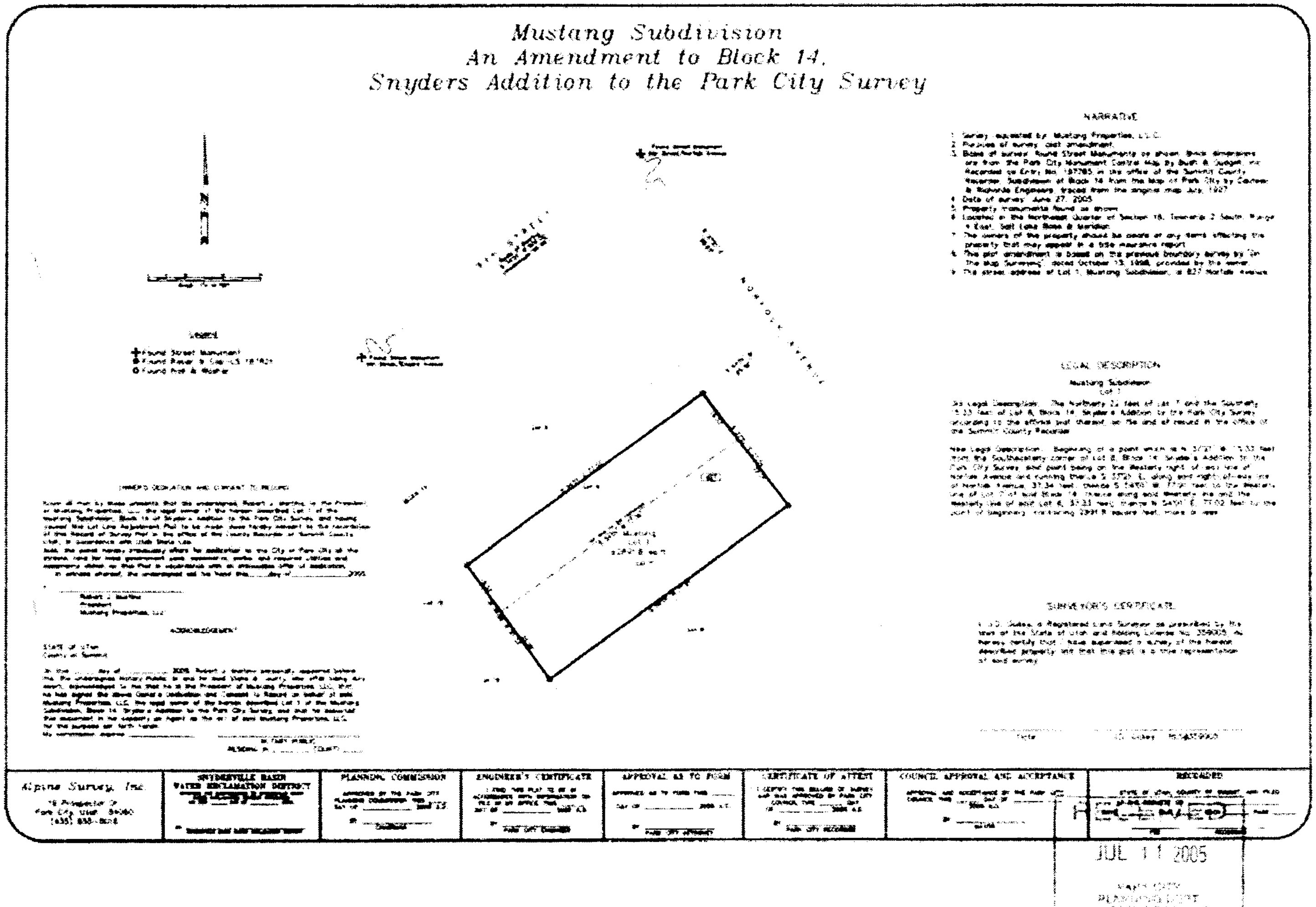
2. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.

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 22nd day of September, 2005.

Exhibit A – Proposed Plat Amendment


Mustang Subdivision
An Amendment to Block 14,
Snyders Addition to the Park City Survey
NARRATIVE
LEGAL DESCRIPTION
SURVEYOR'S CERTIFICATE
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
JUL 11 2005

City Council Staff Report

PARK CITY 1884

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.

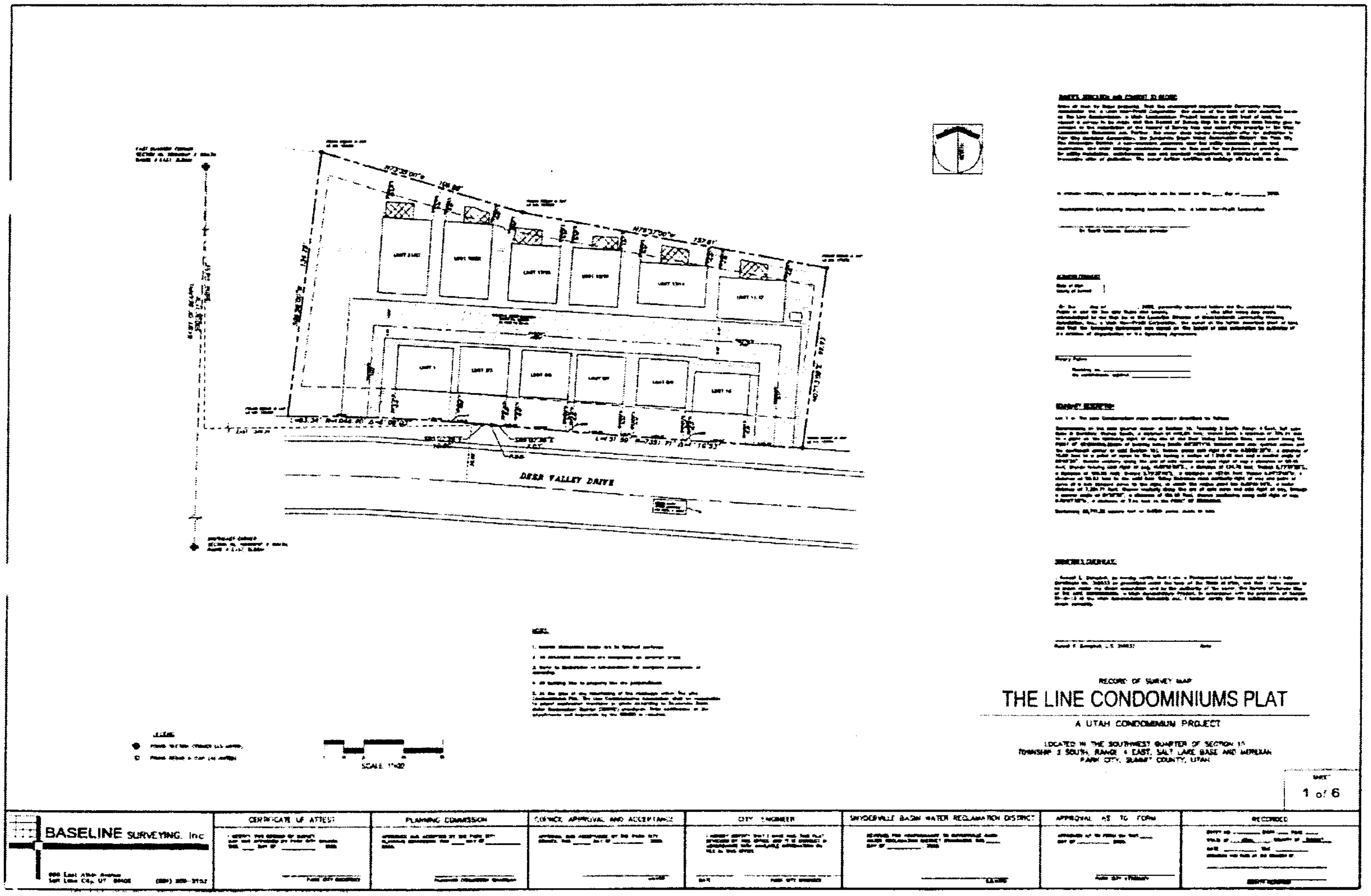
3. All standard conditions of approval shall apply.

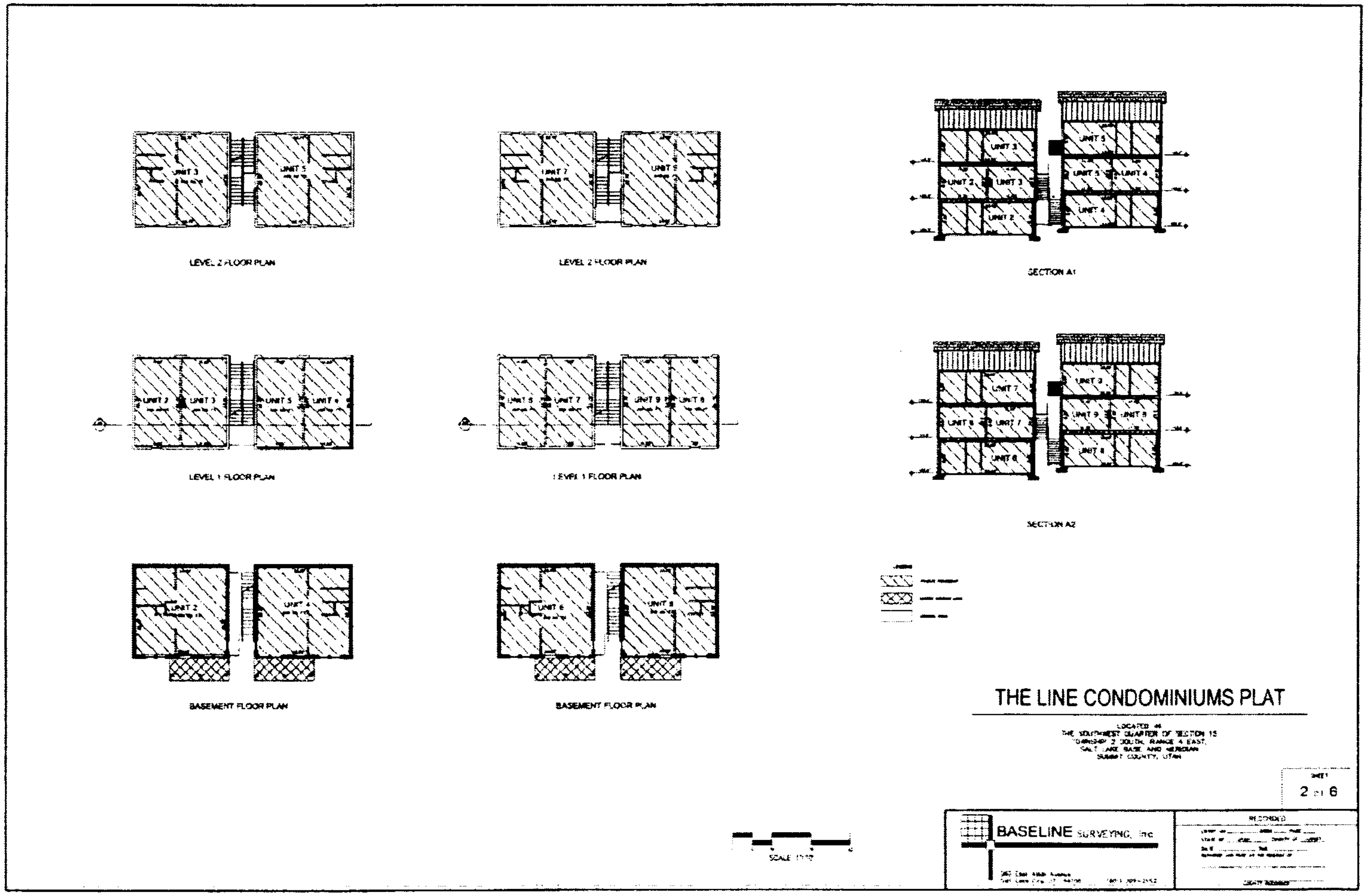
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

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

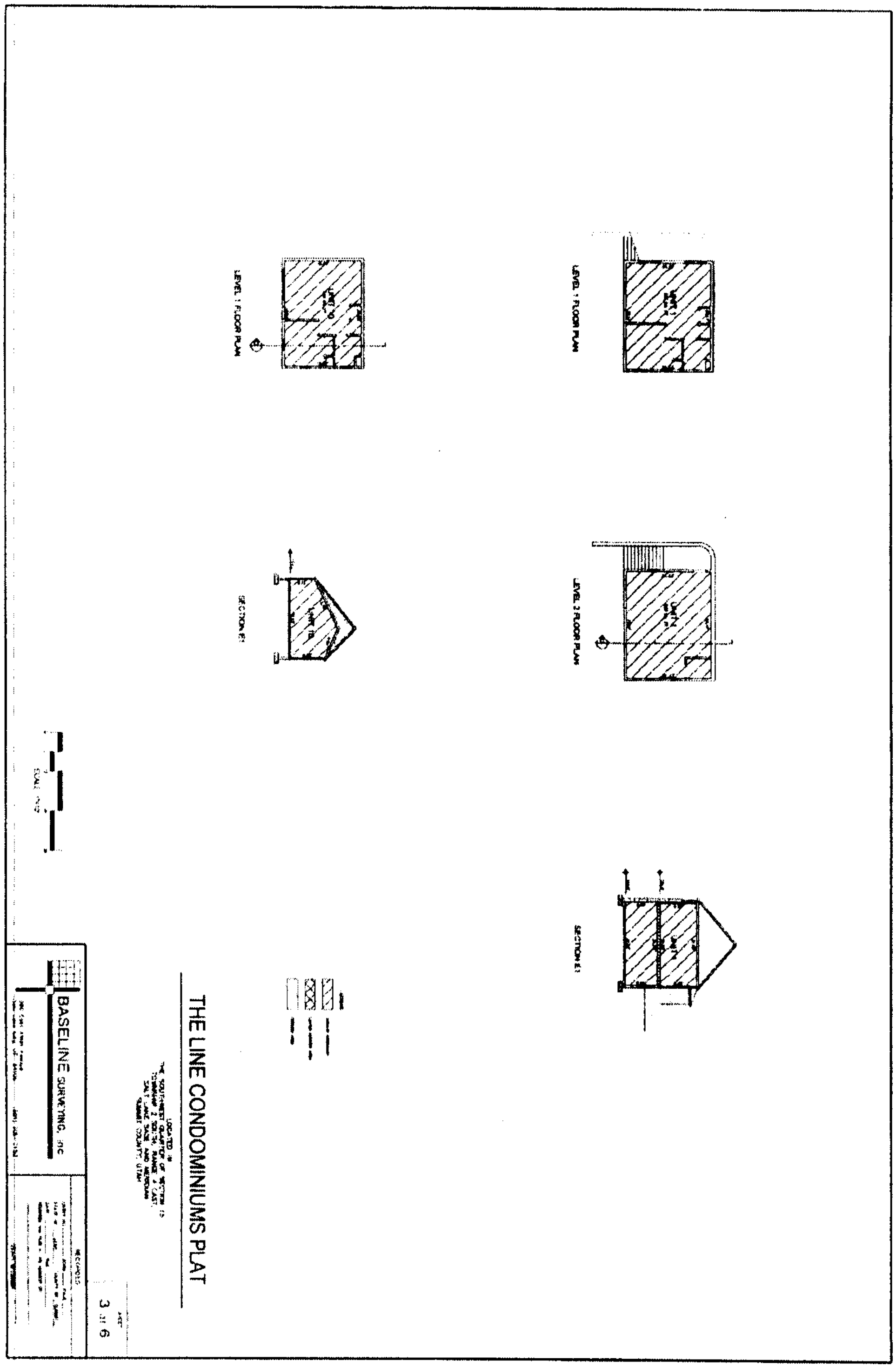
Exhibit A: Proposed Final Plat (The Line Condominiums plat)

RECEIVED
JUL 28 2005





LEVEL 2 FLOOR PLAN
LEVEL 2 FLOOR PLAN
LEVEL 1 FLOOR PLAN
LEVEL 1 FLOOR PLAN
BASEMENT FLOOR PLAN
BASEMENT FLOOR PLAN
SECTION A1
SECTION A2
THE LINE CONDOMINIUMS PLAT
SOUTHWEST QUARTER OF SECTION 15
RANGE 4 EAST,
SUMMIT COUNTY, UTAH
SHEET
2 of 6
BASELINE SURVEYING, Inc
RECORDED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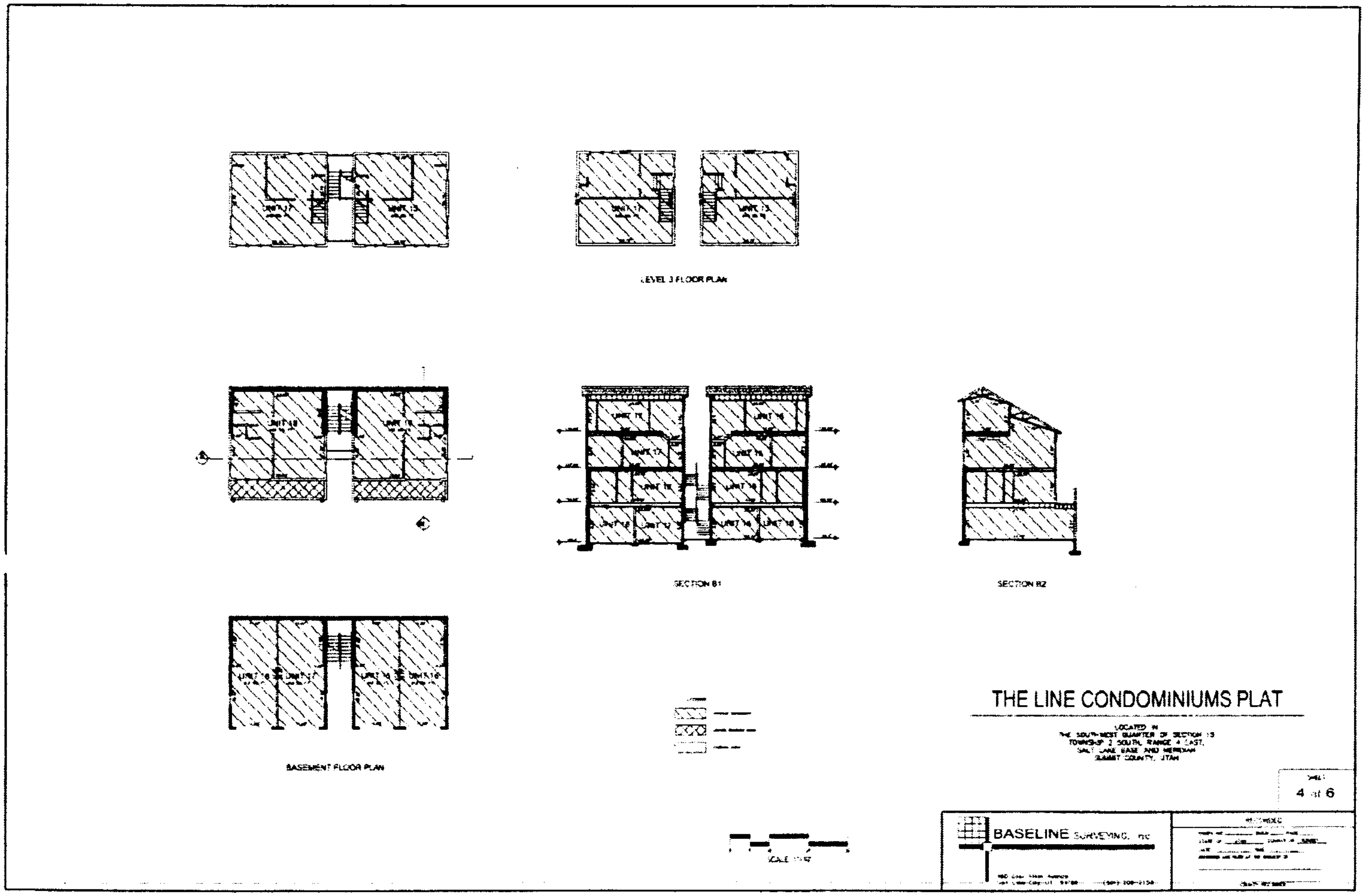
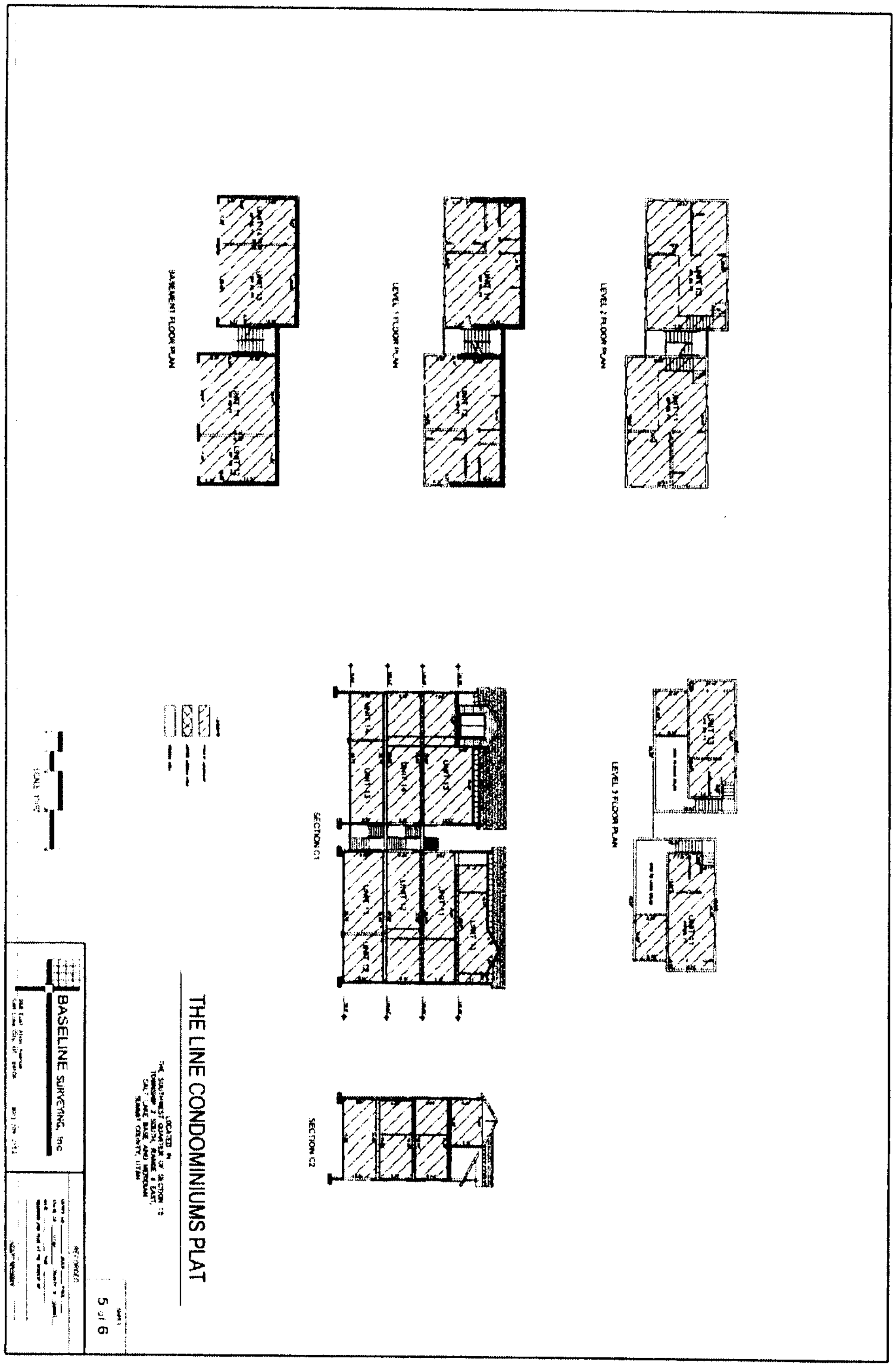
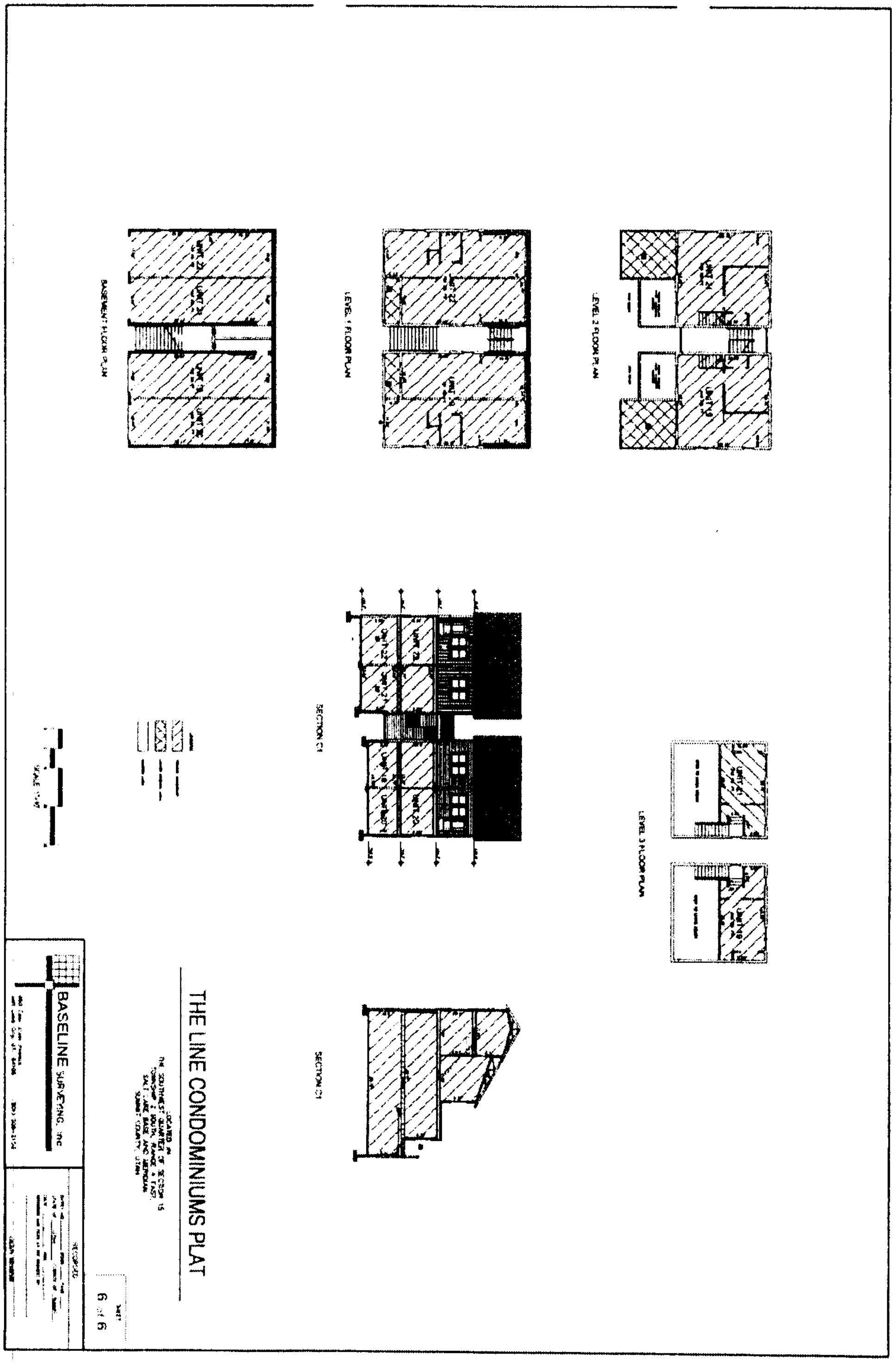
LEVEL 2 FLOOR PLAN
SECTION E1
LEVEL 1 FLOOR PLAN
SECTION E1
THE LINE CONDOMINIUMS PLAT
3 of 6
BASELINE SURVEYING, inc


LEVEL 3 FLOOR PLAN
SECTION B1
SECTION B2
BASEMENT FLOOR PLAN
THE LINE CONDOMINIUMS PLAT
LOCATED IN
THE SOUTHWEST QUARTER OF SECTION 13
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH
SHEET
4 of 6
BASELINE SURVEYING, INC


THE LINE CONDOMINIUMS PLAT
BASELINE SURVEYING, Inc
BASEMENT FLOOR PLAN
LEVEL 1 FLOOR PLAN
LEVEL 2 FLOOR PLAN
LEVEL 3 FLOOR PLAN
SECTION C1
SECTION C2
5 of 6


LEVEL 2 FLOOR PLAN
LEVEL 3 FLOOR PLAN
LEVEL 1 FLOOR PLAN
SECTION C1
SECTION C1
BASEMENT FLOOR PLAN
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
6 of 6
BASELINE SURVEYING, Inc
RECORDED

CITY COUNCIL
Staff Report

PARK CITY 1881

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.

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 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).
(6) 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.
(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. INSURANCE.

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

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. <u>TERMINATION</u>.

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. <u>NOTICE</u>.

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. <u>ATTORNEYS FEES AND COSTS</u>.

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

21. JURISDICTION AND VENUE.

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

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

22. SEVERABILITY.

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

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

23. ENTIRE AGREEMENT.

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

Financial Components of Services Agreement
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.

<u>If to Park City</u>:
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
Goals for FY2006
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	

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.

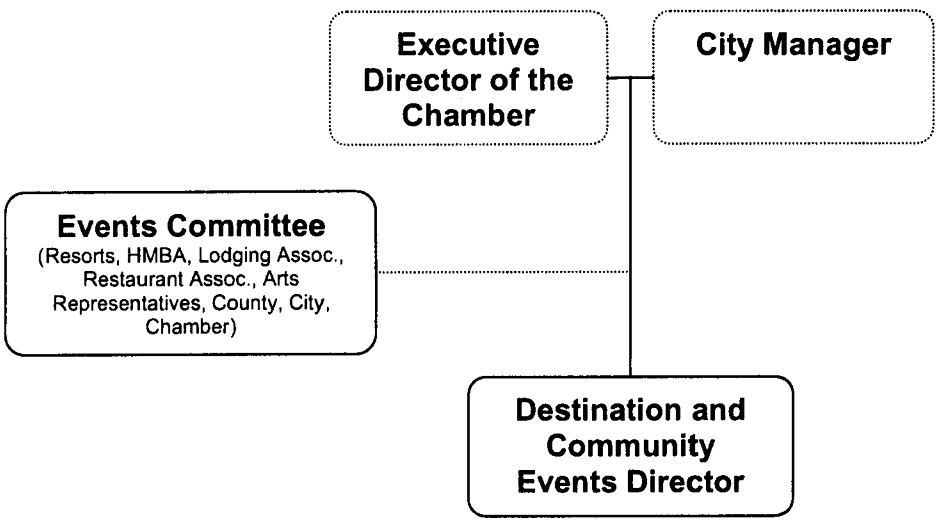
EXHIBIT "B" TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING
<u>Organizational Structure</u>
Destination Tourism and Community Events Partnership.

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:



<u>Why this setup?</u>
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

<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	

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
FY2006 Budget

City Council Staff Report

CITY ENGINEER

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

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.

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: R. C. Murphy 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, 2006
STATE OF UTAH

Robyn Richards
NOTARY PUBLIC

My Commission Expires: December 21, 2006

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: ______________________