PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 18, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 18, 2005.

Closed Session - Executive Conference Room

4:00 p.m. Property and personnel

Work Session – City Council Chambers
5:00 p.m. Council questions/comments
5:10 p.m. Electronic voting machines
5:20 p.m. ERP Software update
5:30 p.m. Review of regular meeting
Zamboni purchase
Strategic plan for City-owned property
5:50 p.m. Break

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

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF AUGUST 4, 2005

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving the Finnegan's Bluff Subdivision, located at 860 Saddle View Way, Park City, Utah **(motion to continue to September 1, 2005)**

2. Ordinance approving the Fourth Amended Record of Survey Plat for The Knoll at Silver lake Phase I Condominiums, Park City, Utah

3. Ordinance approving a plat amendment for 330 and 336 Daly Avenue, Park City, Utah

4. Ordinance approving the 257 McHenry Avenue plat amendment, a lot combination of Lots 17 and 18, and a portion of Lot 16, Block 60 of the Park City Survey

5. Master Festival License for the Literary Festival to be held September 9 – 11, 2005

VI CONSENT AGENDA

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2. Ordinance approving a plat amendment for 330 and 336 Daly Avenue, Park City, Utah

3. Ordinance approving the 257 McHenry Avenue plat amendment, a lot combination of Lots 17 and 18, and a portion of Lot 16, Block 60 of the Park City Survey

4. Master Festival License for the Literary Festival to be held September 9 – 11, 2005

5. Authorization to staff to enter into service provider contracts for bus shelter art projects in a form approved by the Legal Department with:

- John Hilton in an amount not to exceed $8,000
- William R. Littig in an amount not to exceed $16,000

VII RESIGNATIONS AND APPOINTMENTS

Reappointment of Mary Wintzer to the Board of Adjustment for a term expiring May 31, 2009

VIII NEW BUSINESS

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

2. Authorization to staff to enter into an agreement with Frank J. Zamboni & Co., Inc. to purchase an electric powered resurfacing machine in an amount not to exceed $88,410

IX ADJOURNMENT

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

Posted: 08/15/05
See www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

August 2005

25 Conservation easements – Summit Land Conservancy
Trash container ordinance - work
Ordinance - Sign Code amendments – Ray
Ordinance approving a condominium conversion for 345, 355, and 365 Deer Valley Drive - Ray
Award of parking services contract
Affordable housing update – Phyllis
BFI contract - work

September 2005

1 Candidate Briefing
Ordinance - 860 Saddle View Way, Finnegan's Bluff Subdivision – Kirsten
Appeal of CUP – 234 Daly Avenue
5 Labor Day
8 Election Judge appointment (if Primary)
Sign Code amendments
Ordinance – 819 Empire Avenue – one year extension of plat recordation
14-18 Summer Tour
15 **No meeting**
22 Ordinance- approving a plat amendment at 827 Norfolk Avenue (David)
Ordinance- approving a condominium conversion for The Line Condominiums, located at 555 Deer Valley Drive (Ray)
Ordinance- approving a final record of survey plat for the Lookout at Deer Valley, located at 6601 Royal Street West (Ray)
Ordinance- approving a plat amendment for The Public Works Building, located at 1630 Short Line Road (David)
Ordinance- amending the Land Management Code, Title 15, Chapter 4, supplemental Regulations regarding Overcrowding Permits (Ray)
29

October 2005

4 Primary Municipal Election Day *(tentative)*
6 Election Judge appointment (if not done for Primary)
11 Official Primary Election Canvass *(tentative*) (Canvass must take place no sooner than 3 days and no later than 7 days after the election 20A-4-301(2)
13
20
27

November 2005

3
8 Municipal Election Day

10
15 Official Election Canvass *(Tentative)*
17
24 Thanksgiving

December 2005
1
8
15
22
29

Pending Items:
KPCW lease
General Plan update
Regional bus service SLC
Conveyance of easement from Iron Mountain & Associates
One year review of Ordinance No. 05-49, outdoor display of merchandise

City Council
Staff Report

Author: Aziz Kurdi
Subject: VOTING MACHINES
Date: August 18, 2005
Type of Item: Administrative

I.T. department

Summary Recommendations:
Staff recommends the continued use of punch cards for the 2005 Municipal Election.

Description:

Topic:
Punch cards or electronic voting machines for the 2005 election.

Background:
Since the troubled election of 2000, The Help America Vote Act (HAVA) and many state and local laws have sought to enhance the voting process through mandates and over three billion dollars to fund the purchase of new voting systems. The state of Utah has issued an RFP and since then approved Diebold equipments. However; the purchase contract has not yet been signed as of August 9th as they are still waiting for Diebold to fix some glitches before they sign.

Analysis:
Staff made contact with both the state election office and Diebold regarding availability of the equipment should Park City choose to use them. It became very obvious that the equipment will not be available to use by November 2nd of this year. Thus, the option of using the County's electronic voting machines is not valid.

Department Review:
The Legal department has reviewed this report.

Alternatives:
The City council may direct staff to:
1) Use the Summit's Punch card system for the year of 2005 (staff's recommendation).
2) Issue an RFP to purchase our own electronic voting equipment to be used on Nov.2nd 05. (please read "significant Impacts" related to #2 of "alternatives")

Significant Impacts:
It's highly unlikely that we could put together an RFP, purchase, test and set up the equipments in the short period between now and November 2nd.

Consequences of not taking the recommended action:
We run the risk of not completing the 2005 municipal election.

Recommendation:
The City Council should direct staff to continue to use the Summit County's punch cards for the 2005 Municipal Election.

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 4, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Eric DeHaan, City Engineer, Ken Fisher, Recreation Manager, Mat Twombly, Parks and Trails Planner; Craig Sanchez, Golf Director; Colin Hilton, Economic Development Director; Kim Leier, Human Resources Manager; Alison Butz, Special Events and Facilities Manager; Renae Rezac, Planning Secretary; and Jonathan Weidenhamer, Planner

Mike Sweeney, David Shaffner, and Ken Davis, HMBA

1. Council questions/comments. Marianne Cone reported on her recent vacation, specifically the 72 mile paved trail in Coeur d'Alene and the world's largest gondola in Kellogg. Candy Erickson relayed that she has been attending sales tax meetings with staff at the Capitol and will email Council members about current Historical Society and Recreation Advisory Board business. She also participated on the Quinns Junction Recreation Complex task force and attended a meeting with the County and IHC on the proposed hospital. Jim Hier stated that he attended meetings with the Chamber/Bureau Board of Directors, HMBA, and IHC. The second home owners' social was held during the week, but unfortunately was not well-attended. The Mayor congratulated KPCW on its summer fund-raiser. He met with Park Meadows residents to walk through their traffic calming issues in the neighborhood; there are some solutions that can be accomplished without a lot of cost. Ms. Erickson suggested repairing the pothole at Monitor and Little Kate. The Mayor discussed the state of the city presentation at PCMR during the week and his participation on the energy committee at the Legislature where there is a focus on renewable power. It behooves states to proceed with their own renewable power plans rather than waiting for directives from the federal government. Marianne Cone thanked staff for successfully handling a variety of special events this summer, and Candace Erickson expressed her appreciation of the golf course accommodating the Rally for the Cure annual fund-raising event.

2. Quarterly goals update. Tom Bakaly referred to his staff report. With regard to water, Dana Williams asked for information on citations issued after the Stage 1 water emergency was announced. In response to a comment from Marianne Cone about Bald Eagle watering in the middle of the day, the City Manager noted that the City has access to gated communities to monitor watering activities. The Mayor suggested removing Olympic legacies from the document, and Mr. Bakaly explained that it will appear as complete in the goals for this calendar year and then will be removed. It was pointed out that the School District sports court is now complete. Ms. Cone asked if there is a target date set for the survey of the north end of City Park. Eric DeHaan suggested a revised completion date of September 2005 and explained that it is not an actual survey, but more of an analysis. Ken Fisher explained that staff has a good idea of the location of property lines and some of the delays with regard to improvements are due to timing of the replacement of the irrigation system this fall. RAB will be asking for further direction from Council at an upcoming work session.

In response to a question from Jim Hier about the status of the signal warrant at Meadows Drive and SR224, Eric DeHaan reported that UDOT is currently conducting counts and is evaluating the entire corridor. The City's consultant concludes that the signal is warranted, but staff has concerns about the design of the intersection. With regard to the trails development plan, the City Manager pointed out that an evaluation of sidewalks is included with a target date of November 2005. Joe Kernan volunteered to be the Council liaison on this goal and suggested updating the 2003 Trails Master Plan, which has good information but no specific dates. In response to a question from Jim Hier, Mr. Twombly explained that the berm at the McPolin Farm parking lot can not be expanded because of drainage considerations. The plan is to add some topsoil and seed it. Mr. Hier suggested building the berm as high as possible to screen cars and Marianne Cone suggested xeriscape landscaping. Candace Erickson brought up concerns about for-sale vehicles parking in the lot. Chief Lloyd Evans explained that if a vehicle has a for-sale sign displayed and is parked in a legal parking space, it does not violate the ordinance as written. If the vehicle is not parked in a legal parking space, it becomes a display of merchandise for sale. There was discussion about prohibiting overnight parking in the lot. Joe Kernan understood that Round Valley cross-county trails received some RAP Tax funding which will eventually connect to Trailside. Craig Sanchez reported on the Friends of Cross Country Skiing group and explained that the grant the golf course received will cover equipment. Matt Twombly described the challenges of maintaining snow in Round Valley because of its exposure and marginal coverage. Mr. Kernan agreed and believed if the trails were gravel, they could be used more frequently throughout the year, which is the real value. Mr. Twombly explained that the Trails Friends group favored constructing road-base trails from Morning Sky Court to and around the Quinns Recreation Complex. Most of the RAP Tax funding has been spent on older single track and cross country trails and the Farm Trail and trail head, but there may be some left for the Morning Sky Court trail. Colin Hilton interjected that the portion of trail from Fairway Hills to the Complex will be completed in the fall, as part of the utility line installation. Joe Kernan was added as a liaison to trail development.

With regard to regional collaboration, Mayor Williams discussed the benefits of formulating a regional weed abatement program with Summit County. Tom Bakaly agreed that it would be appropriate for publicly owned property, and suggested adding *enforcement on private* under *Health*. There was discussion about publicizing pictures of species of noxious weeds for public information purposes and possibly posting trail heads, and Ms. Erickson pointed out that to be effective, the information needs to be in-hand.

3. Planning Commission stipend. Renae Rezac noted that Council reviewed this issue on July 14 and at that work session, asked staff to explore non-cash items like catering meals. The Planning Commissioners unanimously declined the option of catered meals because of their already lengthy meetings. The staff report contains additional information on IRS regulations governing non-taxable compensation. She stated that other Utah communities were contacted regarding their determination of the employment status of elected officials and in all cases, commissioners are not considered employees. Benefits like a pass to the Racquet Club or golf course require that the recipient is an employee. It is possible but will create some accounting challenges because commissioners are currently paid like vendors. An annual golf pass is $930; and an annual pass to the Racquet Club is $410; a ten punch pass is $55. Jim Hier asked if Commissioners could be considered part-time employees so that compensation can be handled through the payroll system. Additionally, he inquired if the ski pass bolos could be extended to the Commissioners. Kim Leier noted that they haven't been available to the Commissioners in the past because of their non-employee status. Mr. Hier believed that the cash is not as important as offering amenities, and asked if they could be put on the payroll. Ms. Leier agreed to explore this but pointed out that this may affect the status of other compensated board members. The City Manager advised to continue to pay the stipend through accounts payable and make the ski passes or punch cards to the Racquet Club available. Offering play on the golf course is a little more difficult since it is not a benefit for employees, except for golf course employees. He didn't believe this will require formal action. The Mayor suggested simply increasing the stipend and Kay Calvert believed that pay scale practices should be applied consistently. Tom Bakaly interjected that there won't be accounting issues if they continue to be paid as vendors with the ability to check out ski bolos and/or receive Racquet Club punch passes as long as the value is $50 or less. Council concurred.

4. Policy on naming city property. Alison Butz explained that Council directed staff on July 7 to formulate a naming policy draft and referred to her staff report. The City has not been consistent over the years and in addition to facilities, there are dedicated memorial benches and trees in town which were donated to the City. She investigated other polices from communities which are incorporated in the document. The objective is to provide name identification and ensuring control of naming a facility. Developers name private streets and the City names trails and she asked for direction on the level of involvement of the City Council on naming City property. She referred to the Boo Radley Forest, which is unofficial, but widely referred to by that name. There are many things named after mountains, other natural features, or history. Permanent names should be assigned as soon as possible and duplications are discouraged. Property named after individuals is addressed in the policy and she asked if the recognition should be based on the number of years of service to the City. Joe Kernan felt that the draft is a good start and Marianne Cone suggested that it also include provision for re-naming property. She recalled the Poison Creek Trail being renamed Coalition Trail which didn't make much sense and Alison Butz advised that the policy addresses renaming, which is not recommended.

Candace Erickson indicated that she has discussed this with Ms. Butz, and feels the policy needs to be more detailed and not so broad. For instance, *"exceptional service in the City's interest"* is an appropriate qualifier but she asked if that would apply to a one year resident or a citizen making contributions intermittently over many years. She indicated that she has no problem with the dedication of the Jim Santy Auditorium, which was very appropriate. Ms. Erickson added that not everything needs to be named, or named after people and was surprised and unaware that trails were being named after residents. Jim Hier believes that City projects and facilities should be named by the City Council but not necessarily everything and perhaps the policy should define those properties. He further recommended that action be taken by resolution. Candy Erickson expressed concerns about the nomination process and Ms. Butz explained that an option is to put forth the idea to the public a month in advance before a formal naming, and invite input. She advised that she will return to Council in September with a revised draft.

5. Review of regular meeting:

Outdoor display of merchandise. Jonathan Weidenhamer explained that an ordinance is scheduled on the agenda for public hearing and action tonight. On July 13, 2005, the Planning Commission forwarded a recommendation to approve a restrictive ordinance with detailed criteria and regulations. There were concerns expressed about the proliferation of visual clutter and the Commission felt that the ordinance could be amended to make it more liberal at a later date. In order to refine the criteria, he stated that he formed a stakeholders group including staff, Dave Shaffner, Ken Davis, Mike Sweeney and Council member Jim Hier. That input is reflected in the redlined version of the ordinance. The stakeholders group changed the provision for displays on City sidewalks. The Planning Commission's recommendation would allow the display of merchandise on private property, provided that 44" is unobstructed and maintained for pedestrians. The manner of display was also limited and the stakeholders' group felt it was too regulatory and merchants should be encouraged to be creative. He pointed out that the current draft includes the stakeholders' edits and a topic of discussion could be the concerns expressed by the Commission. The new language places no limitation on size or amount of display. He suggested a 2' x 8' area or 16 square feet, excluding interior plazas.

Joe Kernan expressed interest in discussing size limitations and suggested clearer language regarding affixing displays to buildings which was supported by Council. Jon Weidenhamer pointed out that CUPs run with the property, not the tenant, and there can be a review of the ordinance in a year. With regard to plazas, Jon Weidenhamer suggested considering limitations on size in the Historic District and exempting private and interior plazas. Mike Sweeney added that his CUP dictates the amount of space that has to be maintained as open space and he didn't feel that clutter will be an issue at the Town Lift Plaza. Additionally, the Mariott Summit Watch Plaza has regulatory CC&Rs and he believes historic Main Street should be treated as a separate district. Jim Hier felt that legislating the size of a display on private property on Main Street is problematic because properties vary so much. He felt that the Summit Watch Plaza would be more inviting with outdoor displays. Kay Calvert suggested omitting size restrictions at this time. Dana Williams acknowledged that many plazas are governed by CC&Rs.

Dave Shaffner felt that the merchants should be charged with the responsibility to monitor displays and approval of the ordinance shows City support of the merchants. The majority of Main Street sidewalks will accommodate a display and maintain 44" of clear space. Clothing stores should be able to use rolling racks. There should be leeway for business owners who do not own adjacent property to affix a display to the building during business hours. Displays should be placed in the building frontage and limited to the predominant merchandise sold by the business. Mr. Shaffner urged Council not to make the ordinance too regulatory since it will be reviewed in a year and he indicated that the street will be monitored by the merchants. He pointed out that very few businesses hold sidewalk sales which are allowed five times a year.

Ken Davis didn't believe that all businesses will chose to display and felt it very important to keep sidewalks clear and uncluttered. Private property off of sidewalks or to the side of businesses is very appropriate for outdoor display. He stated that he is afraid of *opening Pandora's Box* and as a member of HMBA does not want to be on the street policing the program. He preferred a simplistic approach of not allowing affixed displays to obstruct sidewalks; displays on private property shouldn't prompt problems.

In response to a question from Marianne Cone regarding the HMBA's membership, Mike Sweeney relayed that there are about 125 dues-paying members and two years ago there were only 56. There are probably about 10 or 15 retail businesses not participating. These counts do not include offices or seasonal businesses. Disseminating information to members was discussed and he relayed that he tries to personally meet with everyone. Mr. Davis added that every Main Street merchant is technically a member, but in order to vote dues must be paid. Ms. Cone preferred clothing displayed on mannequins because racks connote that the merchandise is on sale, which could be misleading. In response to a comment made by the Mayor regarding loosening requirements in the ordinance, Jim Hier stated that as written, at a minimum 44" must be maintained on public sidewalks so any fixture could not extend into that sidewalk area and there was discussion about designating measurements in the ordinance. The Mayor emphasized that there will be a trial period, and some of the details could be worked out later, if necessary. It was pointed out that the ordinance is City-wide, not exclusive to Main Street and that the HMBA has no enforcement authorities.

With regard to the prohibition of additional signs addressed in Subsection (i), Mike Sweeney requested allowing price tags and/or informational plaques for for-sale merchandise. Council supported allowing up to 12 square inches. Jon Weidenhamer stated that he would craft language for the regular meeting.

Mike Sweeney asked for clarification on decisions made by the Special Events and Facilities Manager with respect to conflicts with master festival licenses. Alison Butz felt that since Main Street is the venue for the Arts Festival that there would be a problem with outdoor displays. Events which are not on designated City property should not be a problem but there could be conflicts with parades, for instance. The Mayor emphasized that this policy is somewhat backwards because outdoor displays are most effective when street is busy, but acknowledged that the level of activity on Main Street sidewalks is limited. Jonathan Weidenhamer also brought up the rights of corporate sponsors associated with special events, who have certain protections against *ambush marketing*. There were concerns expressed about merchants not being allowed to display outside during Arts Festival under this ordinance draft and Ms. Butz explained that the application of the ordinance would not be considered on a case-by-case basis. Jim Hier agreed with the Mayor's comments and felt that we're at cross-purposes. Joe Kernan concurred and pointed out that sales take place inside. There was discussion among members about accommodating merchants during the Arts Festival and the nature of potential sponsorship conflicts. Mike Sweeney believes that merchants should be able to sell the same merchandise outside as inside during any festival. This is a display, not a sidewalk sale. Alison Butz preferred broad language so that this activity is either allowed or prohibited during a special event.

Tom Bakaly explained that large events like the Film Festival or Arts Festival have costs associated with bringing people to town who in turn spend money at local businesses. These costs are typically offset by revenues from sponsors or the participants and the event can be undermined by competing merchandise. In response to a comment from Kay Calvert, he explained that as written, there could be a mini arts festival in front of O'Shucks during the Arts Festival unless the Special Events Manager deems it incompatible. The City Manager emphasized that staff wants to promote the feasibility of large events and wants discretion as it relates to master festival licenses. Joe Kernan felt this could be solved. The Mayor reiterated that outdoor sales should be limited to the display of merchandise licensed on the premises, but discussed the number of Main Street stores rented by corporations during Sundance changing the type of business. Dave Shaffner felt confident that if Council took away the Arts Festival but let them display during all other events, that the Main Street merchants would be satisfied. Alison Butz added that the ordinance provides for an administrative conditional use process and a 14 day waiting period. Joe Kernan urged staff to formulate language to allow merchants to display outside while protecting the sponsors of events. Discussion ensued regarding making appropriate amendments to the document so that the ordinance can be adopted this evening. The Mayor thanked staff for its hard work. See regular meetings minutes.

MOU – Destination Tourism Partnership with Chamber. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 4, 2005

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, August 4, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jan Scott, City Recorder; Ray Milliner, Planner; Jonathan Weidenhamer, Planner, Alison Butz, Special Events and Facilities Manager; and Eric Nesset, Transit and Fleet Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Marianne Cone encouraged the public to look at the new recreation court behind the Treasure Mountain Middle School.

This comment occurred later in the meeting but appears here for ease of reference. Mayor Williams explained that he was contacted by citizens asking that the Marine Corps flag be flown at half mast in honor of the soldiers lost in Iraq this week. City Recorder Jan Scott explained that a flag should not be flown at half mast without an order from the President or Governor, but it can be flown. The City hasn't typically displayed military flags, but staff will follow-up on the request.

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

<u>Garbage containers</u> - Pam Hopkins, upper Woodside Avenue resident, complained about the number of garbage cans continually left on the street, which is even worse in the winter. A sectional couch was also abandoned on the curb in her neighborhood. She felt that the problems are created by nightly rentals. Marianne Cone agreed that the containers are unsightly and recommended that the City work with property managers. Jim Hier felt that the large property management companies are probably not at fault but rather properties rented by the owners who don't have on-site maintenance. Most of the lodging community members are conscientious, but he agreed that this should be addressed in a work session. Tom Bakaly relayed that a draft ordinance was reviewed a couple of months ago and enforcement was an issue but the topic will return to Council.

<u>Reuse of historic structures</u> - Mike Huber, Historic Preservation Board member, stated that there are some old barns and sheds that the Board has visited and feel have value. The old shed on the North 40 has been recently vandalized again and he urged Council to fund a study with regard to the future these historic structures. He suggested that this structure could be disassembled and moved to the new field to use as a shade pavilion. He emphasized that this may or may not be supported by the HPB. This is not

in the budget, but perhaps a project to consider next year. Mr. Huber stated that the City requires that historic property owners abide by regulations and the City shouldn't be negligent. Candace Erickson agreed and thought about leaving the shed there and using the structure to store field equipment. He believed that the structure probably can't be restored, but the materials may be reused. Colin Hilton interjected that he has spoken with Mr. Huber about this and the Quinns design team likes the idea for a future phase. Marianne Cone believes the Historical Society surveyed other buildings and sheds and this information may be available. She expressed interest in saving the shed on Sandridge and Tom Bakaly noted that there is a plan that will be coming to Council this summer. In the meantime, staff will explore better securing the North 40 shed. Jim Hier felt it should be moved because of its remote location, making it an attractive nuisance. Marianne Cone encouraged setting priorities in consideration of the tenuous condition of many of these structures.

Dog Park – Rich Wyman spoke on behalf of his son, Ian, who was inspired by a dog park he visited in Ft. Lauderdale. He thinks it's a great idea to have a dog park here. They attended a Recreation Advisory Board meeting and were encouraged to address Council. He read a prepared statement into the record regarding the reasons and benefits associated with the growing number of dog parks in the country and he encouraged the Council to take this project on as another goal. In response to a question about size requirements from Marianne Cone, Mr. Wyman indicated that dog parks should be at least one to five acres and it's desirable to provide separate areas for different sized dogs. He understood the Boo Radley Forest at the south end of City Park is about one acre. The Mayor stated that Council reviewed this issue a couple of years ago and there wasn't much community support and the City is limited with regard to available open space. He discussed designating leash-free trails and Jim Hier pointed out that many trails are in the County and Summit County enforces the leash laws.

Kathy King suggested space at the National Ability Center or Quinns Recreation Complex where it is away from residential areas and there is parking. Charlene Brewster, Friends of Animals, relayed the organization's support of this idea as there is a real need. Jim Hier suggested including the Snyderville Basin Special Recreation District as the program may be more successful as a joint effort. Steve Joyce, new resident, relayed the success of dog parks in Raleigh, South Carolina; adequate parking is important. Liza Simpson, RAB member, explained that dog parks provide socialization opportunities for pets which can't be provided on trails. RAB would eventually like direction from Council on a dog park, acknowledging the challenges. Troy Stevens, President of Friends of Animals, fully supported this initiative and offered his expertise. It was decided to discuss this at an upcoming work session with RAB and involve the SBSRD in discussions at a later date.

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF JULY 7, 2005 AND JULY 14, 2005

Marianne Cone, "I move we approve the work session notes and minutes of the Meetings of July 7 and July 14, 2005". Candy Erickson seconded. Kay Calvert disclosed that she was not in attendance at the July 7 meeting. Motion carried.

	July 7	July 14
Kay Calvert	Abstention	Aye
Marianne Cone	Aye	Aye
Candace Erickson	Aye	Aye
Jim Hier	Aye	Aye
Joe Kernan	Aye	Aye

V CONSENT AGENDA PUBLIC HEARINGS

1. Continuation of hearing on Ordinance approving the Arrow Leaf Lodge Condominium Record of Survey Plat, Park City, Utah – Ray Milliner, Planner, explained that the project is a 24.5 unit equivalent condominium and the CUP was approved by the Planning Commission on March 9, 2005 which is memorialized on the plat. Staff recommends approval as outlined in the ordinance. The Mayor opened the public hearing, and hearing no input, closed the hearing.

2. Continuation of hearing on Ordnance approving the Grand Lodge Record of Survey Plat, Park City, Utah – Ray Milliner explained that the CUP was approved by the Planning Commission on December 8, 2004 and this condominium plat reflects the approval. Staff recommends approval according the findings, conclusions and conditions contained in the ordinance as it meets all requirements of the LMC. It was explained to Marianne Cone that the affordable housing component is covered by a restrictive covenant recorded concurrently with the plat. The public hearing was opened and hearing no comments, the Mayor closed the public hearing.

3. Ordinance approving the subdivision of four metes and bounds parcels into one 3.37 acre lot of record, located at 777 Aerie Drive, Park City, Utah – Ray Milliner clarified that approval will accommodate constructing a single family home and the Planning Commission forwards a positive recommendation, according to conditions outlined in the ordinance. The Mayor opened the public hearing; there was no input and the hearing was closed.

4. Ordinance approving a plat amendment to combine a portion of platted Utah Avenue (aka Sampson Avenue) and portions of a number of platted lots in Blocks 77 and 78 of the Park City Survey into one lot, located at 121 Sampson Avenue, Park City, Utah – Jonathan Weidenhamer stated that the applicant is interested in expanding the existing contemporary house and a plat amendment is required. The Planning Commission forwards a positive recommendation based on the elements outlined in the staff report. The Mayor opened the public hearing and hearing no input, closed the hearing.

5. Ordinance amending Title 4, Chapter 3A, Section 7, Art Exhibit for Sale on Public Property, of the Municipal Code of Park City, Utah – Alison Butz stated that this is similar to the request last summer to display art in the field north of the Library. This was somewhat successful but the artists felt that having more street exposure would be beneficial and the Coalition Park at 9th and Park Avenue was suggested as an option. She spoke to City Gardner Maria Bardnt who felt the use is fine; if approved, artists can obtain permits as early as tomorrow. In response to a question from Jim Hier about violating open space bond covenants, Mark Harrington believed the City is okay because the activity is temporary, permitted, and associated with free speech as opposed to retail activity. There is no conservation easement. Hearing no public input, the Mayor closed the public hearing. In response to a question from Kay Calvert, Alison Butz again reiterated that applications will be processed as soon as possible for Arts Festival and the location is outside the MFL venue boundary. All parking and traffic regulations must be obeyed.

6. Continuation of hearing on Ordinance approving a plat amendment for 1439 Woodside Avenue, Park City, Utah **(motion to continue to a date uncertain)** – Kay Calvert, "I move to continue the plat amendment for 1439 Woodside Avenue". Marianne Cone seconded. Motion carried unanimously.

VI CONSENT AGENDA

With regard to Item 6, Alison Butz stated that staff recommends modifying the MOU so it consistently reflects that the Director will report jointly to the City Manager and the Executive Director of the Chamber. This is consistent with direction at the Executive Meeting of the Board of Directors. She explained to Kay Calvert that the MOU will be amended every year because the annual budget is included as an exhibit, but the funding by each party is not anticipated to change. In response to a question from Candy Erickson, Ms. Butz noted that this person will handle one-time event requests, make recommendations, and contract with non-profit organizations. Discussion of the reconstitution of the cultural tourism group ensued.

Kay Calvert, "I move to approve o Consent Agenda Items 1 through 6". Jim Hier seconded. Motion unanimously carried.

1. Ordinance approving the Arrow Leaf Lodge Condominium Record of Survey Plat, Park City, Utah – See staff report and public hearing.

2. Ordinance approving the Grand Lodge Record of Survey Plat, Park City, Utah - See staff report and public hearing.

3. Ordinance approving the subdivision of four metes and bounds parcels into one 3.37 acre lot of record, located at 777 Aerie Drive, Park City, Utah - See staff report and public hearing.

4. Ordinance approving a plat amendment to combine a portion of platted Utah Avenue (aka Sampson Avenue) and portions of a number of platted lots in Blocks 77 and 78 of the Park City Survey into one lot, located at 121 Sampson Avenue, Park City, Utah - See staff report and public hearing.

5. Ordinance amending Title 4, Chapter 3A, Section 7, Art Exhibit for Sale on Public Property, of the Municipal Code of Park City, Utah - See staff report and public hearing.

6. Memorandum of Understanding between Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the purpose of outlining responsibilities associated with the Destination Tourism and Community Events Partnership - See staff report and public hearing.

VII PLANNING COMMISSION RESIGNATIONS AND APPOINTMENTS

1. Acceptance of resignation of Bob Powers – Mayor Williams accepted Mr. Power's resignation and publicly thanked him for his service to the City.

2. Appointment of two members for terms expiring June 30, 2008 and one member to serve an unexpired term expiring June 30, 2006 – The Mayor indicated that there were eight applicants and is recommending the reappointment of Jim Barth and appointment of Charlie Wintzer for terms expiring 2008 and the appointment of Mark Stetten to 2006. Marianne Cone, "I move to approve the appointments of Charlie Wintzer, Jim Barth and Mark Sletten to the Planning Commission". Kay Calvert seconded. Motion unanimously carried.

VIII NEW BUSINESS

1. Award of contract to Gillig Corporation for the purchase of seven buses in the amount of $2,017,470, $1,516,404 to be paid by the Federal Transportation Administration and $501,066 to be paid by the City – See staff report. Eric Nesset recommended that seven buses be retired and explained the FTA grant appropriation. In this instance, the City is required to increase its 20% match to approximately 25% of the cost of the bus. A request for reimbursement of this amount may be submitted to the FTA at a future date. The retired buses are publicly auctioned or sold on Ebay. New buses must be ordered one year in advance and this purchase represents about one-third of the fleet. Candace Erickson, "I move to award a contract to Gillig Corporation for the purchase of seven buses in the amount of $2,017,470". Joe Kernan seconded. Motion unanimously carried.

2. Award of contract with Lee & Smith for lobbying services, in a form approved by the City Attorney, in a base amount not to exceed $72,000, $14,400 for excess hours as needed, and a $5,000 expense retainer, for a total amount of $91,400 – See staff report. Tom Bakaly explained that requests for proposals were advertised and Lee & Smith responded. He explained the overage experienced last fiscal year and this contract is designed to better monitor costs. Mayor Williams relayed that our working

relationship with Lee & Smith is very beneficial to the City and he supports the award of contract. Joe Kernan, "I move to approve the contract with Lee & Smith for lobbying services in a total amount not to exceed $91,400". Jim Hier seconded. Motion unanimously carried.

3. Ordinance amending Chapter 2 of the Land Management Code of Park City, Utah to allow the administrative approval of outdoor display of merchandise and display of motorized scooters in the HR-2 (15-2.3-14), HRC (15-2.5-13), HCB (15-2.6-12), RC (15-2.16-9), RCO (15-2.27-8), GC (15-2.18-9), LI (15-2.19-11)and PUT (15-2.22-9) Zones – See staff report and work session notes. Jonathan Weidenhamer clarified that the ordinance contemplates that in order to display merchandise outside, a merchant must received an administrative conditional use permit and if all criteria is met, is issued a permit in 14 days. He understood from the work session discussion that the Council does not want to designate size of properties, but supports a one year review. Specific amendments include Subsection (c) and (j) as follows:

(c) The display is prohibited from being permanently affixed to any building. Temporary fixtures may not be affixed to any historic building in a manner that compromises the historic integrity or façade easement of the building as determined by the Planning Director.

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

There was discussion regarding eliminating Subsection (h) associated with prohibiting outdoor displays during conflicting with MFL events. Kay Calvert felt that as long as a merchant displays what he is licensed to sell, there isn't a problem. Mark Harrington emphasized that the City doesn't regulate what people sell, and premises can be sublet to temporary licensees who pay for a yearly business license. He suggested that the ordinance be *black or white*, either prohibiting or allowing outdoor displays during a MFL event. He added that the City has no ability to control retail sales adjacent to the MFL boundaries and there is the possibility of direct conflict with sponsorships. The City can not interfere with commerce and does not have the authority to police what is sold by subtenants. In response to comments made by Kay Calvert about hawking and *gorilla marketing* during Sundance, the City Attorney continued that this ordinance may encourage the practice and Slamdance was discussed and cited as an example.

Jonathan Weidenhamer explained that when the ordinance for outdoor dining was written, conflicts during Arts Festival were anticipated and that is where Subsection (h) originated. Mark Harrington pointed out that by allowing outdoor sales during MFL events is placing demands on the street with regard to clutter and activity, and there are legitimate health and safety reasons for protecting the street. The City Manager acknowledged the validity of Mr. Hier comments, but expressed concerns about undermining MFL events by taking away potential revenues. Joe Kernan supported Mr. Hier's recommendation to delete this section and there was discussion about incompatible sales because of event sponsorships. Mark Harrington recommended that (h) be stricken so that more research can be conducted; if needed, an amendment can be enacted before the winter season. Jim Hier suggested that the ordinance be reviewed in one year and Mr. Kernan expressed concern about interfering with competition. Mr. Hier felt that clutter is addressed adequately in the ordinance. The Mayor opened the public hearing.

Mike Sweeney, HMBA, stated that this organization has a fiduciary responsibility to all Main Street merchants. As long as 44" is maintained on the sidewalk, the opportunity for outdoor displays on buildings should also be extended to merchants with no private property. He urged Council to allow outdoor displays during events like Sundance. He volunteered the HMBA to monitor Main Street and Mark Harrington explained that this will not appear in the ordinance, but the HMBA can be informally involved.

Kate Doordan, Crosby Collection, stated that this is not the *Dave Shaffner Ordinance* and is supported by merchants. She suggested a trial period of 18 months rather than 12 months, which was not supported by Jim Hier. She added that there are a limited number of merchants who can take advantage of this ordinance because of staffing.

With no further comments, the public hearing was closed.

Jim Hier expressed concerns about clutter on Main Street when there is no adjacent private property, which is consistent with the ordinance. Kay Calvert and Joe Kernan thanked Jonathan Weidenhamer for his efforts on this project. Jim Hier, "I move approval of the ordinance amending Chapter 2 of the Land Management Code to allow the administrative approval of outdoor display of merchandise with modifications to Subsections (c), (j) and (h) as discussed". Kay Calvert seconded. Motion unanimously approved.

IX ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

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

The meeting opened at approximately 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

City Council Staff Report

PLANNING DEPARTMENT

Author: Kirsten Whetstone
Subject: The Knoll at Silver Lake Condominiums Amendments to Units 1 and 2
Date: August 18, 2005
Type of Item: Administrative

RECOMMENDATION

The Planning Department recommends the City Council conduct a public hearing, consider any input, and approve the amended condominium record of survey plat for the Knoll at Silver Lake Condominiums based on the findings of fact, conclusions of law, and conditions of approval outlined in this report.

DESCRIPTION

Project Name:	The Knoll at Silver Lake Units 1 and 2
Applicant:	Kevin Horn, AIA representing the Knoll HOA
Location:	7885 and 7895 Royal Street East
Zoning:	Residential Development (RD)
Adjacent Land Uses:	Condominiums, single family residences, Silver Lake Commercial and Deer Valley Resort

BACKGROUND

The property is legally described as Units 1 and 2 of the Knoll at Silver Lake Phase I Condominiums. Located at the intersection of Royal Street East and Aster Lane in the Silver Lake area of Park City, the Knoll at Silver Lake Condominiums is a four unit development platted in April 1982. On July 27, 2005 the Planning Commission forwarded to the Council a positive recommendation on this record of survey plat amendment.

The Knoll at Silver Lake Condominiums, as originally platted, consisted of 27,184 sf of which approximately 8,430 sf was considered “built area”. On June 26, 1996 the City Council approved a plat amendment to convert 1,027 sf of common area to private area for the purpose of allowing an addition to Unit 4. At the time of the 1996 plat amendment staff reviewed the project with respect to open space, parking, architectural design, neighborhood compatibility, existing vegetation, and utility conflicts. Staff determined that the first amendment reduced the amount of open space from 69% to 65%. A minimum of 60% open space is required by the Land Management Code. In 1999 and 2001 the HOA requested a second and third amendment that increased the building footprint to 9,739 sf resulting in 64.5% open space. Units range in size from 3,500 to 4,500 square feet and consist of 3 to 4 bedrooms with common underground parking.

The HOA is currently requesting amendments to convert 720 sf of common area (open space area) to private area (as building footprint) for Unit 1 and an additional 155 sf of common area (open space area) to private area (building footprint) for Unit 2. This represents a total of 875 sf of additional building footprint for a total building footprint of 10,614 sf (61% open space).

In terms of living area, the proposed amended record of survey adds a total of 362 sf of private living space to Unit 1 on the basement and lower level along with 689 sf of patio, deck and porch space. The proposed amendment adds a total of 155 sf of private living space to Unit 2 on the lower level with an additional 138 sf of deck space. Some of the additions and decks occur over existing decks and/or foundations and parking garage, therefore the total increase in footprint is less than the total increase in floor area.

The addition and transfer of property from common to private ownership has been voted on and approved by the Knoll Condominium Owner's Association. All owners within the condominium have given consent to this transfer. Notarized letters from each of the four unit owners have been submitted with this application. An amended CCRs and Condominium Declaration has also been submitted to be recorded with the plat.

ANALYSIS

Planning staff reviewed the request with regards to open space, parking, architectural design, neighborhood compatibility, and impacts on existing vegetation and utilities. The amendment results in a change in the amount of open space (from 64.5 to 61%), however the project still meets the required minimum 60% open space and all setbacks are maintained. The increase in floor area does not trigger additional parking, as the original MPD provided sufficient parking for 3 and 4 bedroom units (12 spaces for 4 units exist).

The proposed addition is compatible with the existing structure and with surrounding buildings. All building materials and windows will match the existing structure. A landscape plan will be required at the time of building permit issuance to ensure that any vegetation that is removed is either replaced or relocated on the site. There are no conflicts with public utilities or utility easements.

NOTICE

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also placed in the Park Record. As of the date of this report, staff has not received neighborhood input regarding this application. There was no public input provided at the July 25, 2005, Planning Commission public hearing.

DEPARTMENT REVIEW

This project has been reviewed by the Building, Engineering, and Legal Departments. There are no outstanding issues. Prior to recordation, the final amended record of survey plat, condominium declaration, and CCRs will be reviewed as to form, by the City Engineer and City Attorney.

ALTERNATIVES

1. The City Council may approve the fourth amended record of survey plat, based

on the findings of fact, conclusions of law, and conditions of approval stated in this staff report; or

2. The City Council may deny the request and direct staff to make Findings for this decision; or

3. The City Council may continue the discussion to the next meeting.

SIGNIFICANT IMPACTS

There are no significant community impacts that result from approval of this record of survey amendment. Without the amendment, owners of Units 1 and 2 would not be able to expand the private area of their units.

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and approve the amended record of survey plat based on findings of fact, conclusions of law, and conditions of approval as stated in the Ordinance.

EXHIBITS

Exhibit A- Proposed amended record of survey plat

AN ORDINANCE APPROVING THE FOURTH AMENDED RECORD OF SURVEY PLAT FOR THE KNOLL AT SILVER LAKE PHASE 1 CONDOMINUMS, PARK CITY, UTAH.

WHEREAS, the owners of Units 1 and 2, and the Homeowner's Association of The Knoll at Silver Lake Condominiums, located at 7885 and 7895 Royal Street East, have petitioned the City Council for approval of record of survey plat amendment, 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 July 27, 2005, to receive input on the proposed plat amendment; and

WHEREAS, the Planning Commission, on July 27, 2005, forwarded a positive recommendation to the City Council; and

WHEREAS, on August 18, 2005, the City Council held a public hearing and approved the proposed record of survey plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the record of survey plat amendment.

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

SECTION 1. APPROVAL. The plat amendment 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 condominium units known as Unit 1 and Unit 2 of the Knoll at Silver Lake Condominiums are located at 7885 and 7895 Royal Street East.
2. The property is zoned RD-MPD, subject to the Deer Valley MPD.
3. The proposed amended record of survey adds a total of 362 sf of private living space to Unit 1 on the basement and lower level along with 689 sf of patio, deck and porch space.
4. The proposed amended record of survey adds a total of 155 sf of private living space to Unit 2 on the lower level with an additional 138 sf of deck space.
5. The additional built area, or footprint, that results from these amendments is 875 sf (720 sf for Unit 1 and 155 sf for Unit 2). The resulting building footprint is 10,614 sf. The total property area is 27,184 sf.

6. All four owners within the Knoll at Silver Lake Condominiums HOA consent to these amendments. Notarized letters from each homeowner are on record in the Planning files.
7. The additions will not encroach into the required setbacks for the project.
8. The additions will not leave the project below the required 60% minimum open space for the MPD. The open space will be approximately 61% with proposed amendments to the existing footprint.
9. No additional parking is required as a result of the increased floor area.

Conclusions of Law:

1. There is good cause for this amended record of survey plat.
2. The amended record of survey plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. The amended record of survey plat is consistent with the Deer Valley Master Planned Development.
4. Neither the public nor any person will be materially injured by the proposed amended record of survey plat.

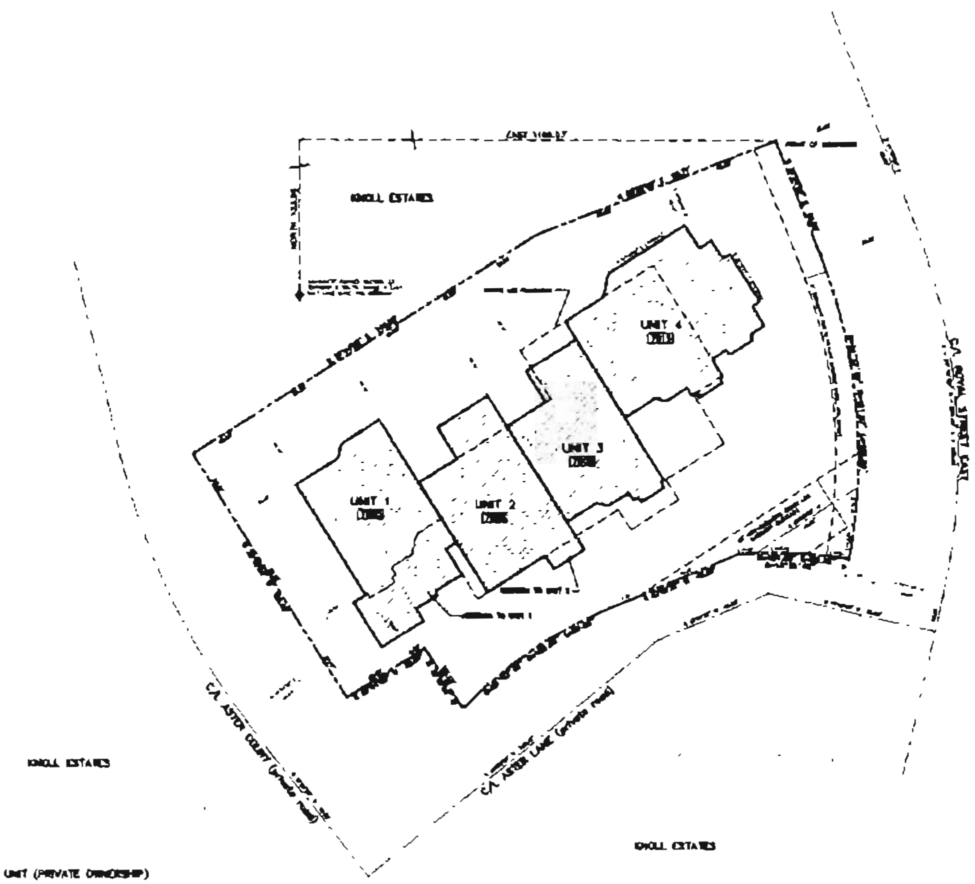
Conditions of Approval:

1. The City Attorney and City Engineer shall review and approve the final form and content of the amended record of survey plat and the declaration of condominium for compliance with State law, the Land Management Code, and the conditions of approval as a condition precedent to plat recordation.
2. The applicant will record the amended record of survey plat and declaration of condominium 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 amended plat will be void.
3. All conditions of approval of the Knoll at Silver Lake Phase 1 Condominiums project continue to apply.

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

PASSED AND ADOPTED this 18th day of August, 2005.

EXHIBIT A.



SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. [illegible] as prescribed under the laws of the State of Utah. I further certify that by authority of the owners I have prepared this Amended Record of Survey Map of the Knoll at Silver Lake in accordance with Utah Code Section 57-8-13.

JOHN DEMKOWICZ L.S. # [illegible] DATE

BOUNDARY DESCRIPTION

THE KNOLL AT SILVER LAKE PHASE 1, a Utah Condominium Project, according to the official plat thereof on file in the office of the Summit County Recorder, recorded No. [illegible], April [illegible], 1992.

OWNER'S DEDICATION AND CONSENT TO RECORD

[illegible]

Gary Fischer, Owner, Unit 1 — Date

ACKNOWLEDGEMENT

STATE OF ____________
COUNTY OF ____________ } ss.

On this ____ day of ____________, 2005, personally appeared before me, the undersigned Notary Public, [illegible]

A Notary Public Commissioned in Utah

Residing at: ____________

My Commission Expires: ____________

OWNER'S DEDICATION AND CONSENT TO RECORD

[illegible]

Trustee of the [illegible] Irrevocable Trust, Owner, Unit 2 — Date

ACKNOWLEDGEMENT

STATE OF ____________
COUNTY OF ____________ } ss.

On this ____ day of ____________, 2005, personally appeared before me, the undersigned Notary Public, [illegible]

A Notary Public Commissioned in Utah

Residing at: ____________

My Commission Expires: ____________

NOTES

1. THIS AMENDED RECORD OF SURVEY MAP PLAT REFLECTS THE EXPANSION OF OWNERSHIP IN UNITS 1 AND 2, AND EXCEPT AS SHOWN ON THIS PLAT, NO OTHER CHANGES TO THE CONDOMINIUM PROJECT ARE BEING MADE.
2. FOR COMPLETE DESCRIPTION AND DIMENSIONS OF UNITS 1-4 AND THE GARAGE SPACES, REFER TO THE RECORD OF SURVEY MAP OF THE KNOLL AT SILVER LAKE PHASE 1, RECORDED NO. [illegible] AT THE SUMMIT COUNTY RECORDER'S OFFICE.
3. ALL NOTES AND CONDITIONS ON THE KNOLL AT SILVER LAKE PHASE 1 CONDOMINIUM PLAT AND ON THE FIRST AMENDED PLAT REMAIN IN FULL FORCE AND EFFECT EXCEPT AS AMENDED HEREON.
4. A [illegible] OF THE AFFECTED HOMEOWNERS HAVE APPROVED [illegible]

RECEIVED
JUN 17 2005
PARK CITY
PLANNING DEPT.

LEGEND

UNIT (PRIVATE OWNERSHIP)

LIMITED COMMON AREAS AND FACILITIES ALLOCATED TO DESIGNATED UNIT

COMMON AREAS AND FACILITIES

UNIT 2 / 7685 — ADDRESS ON ROYAL STREET

LINE TABLE

CURVE TABLE

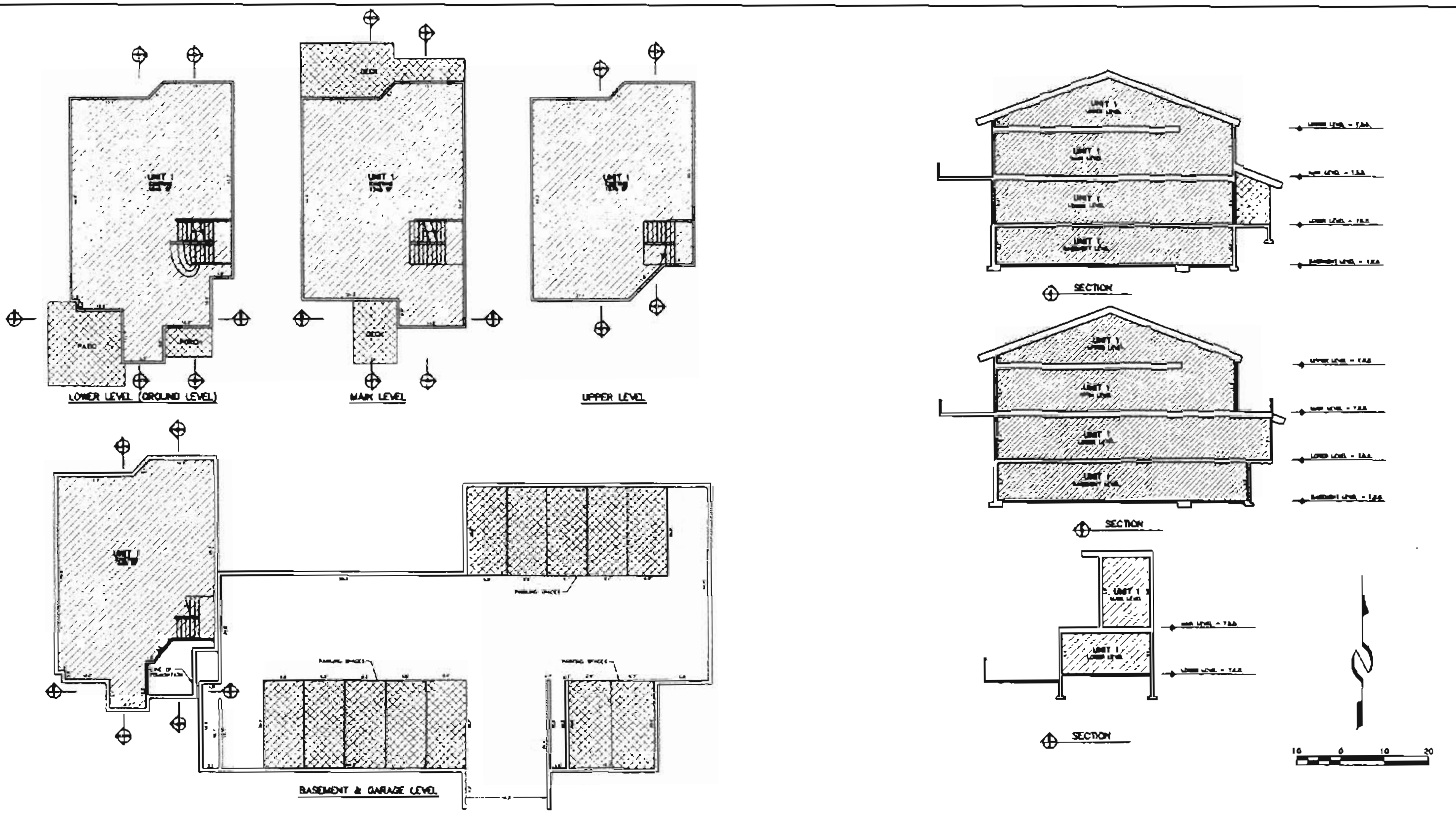
FOURTH AMENDED RECORD OF SURVEY MAP

THE KNOLL AT SILVER LAKE PHASE 1

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 2

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF ________ 2005 A.D. BY ________ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ________ 2005 A.D. BY ________ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ________ 2005 A.D. BY ________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF ________ 2005 A.D. BY ________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ________ 2005 A.D. BY ________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ________ 2005 A.D. BY ________ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ________ DATE ____ TIME ____ BOOK ____ PAGE ____ FEE ____ RECORDER



LEGEND

UNIT (PRIVATE OWNERSHIP)

LIMITED COMMON AREAS AND FACILITIES ALLOCATED TO DESIGNATED UNIT

COMMON AREAS AND FACILITIES

S.F. – SQUARE FEET

PAGE 2 OF 3

FOURTH AMENDED RECORD OF SURVEY MAP

THE KNOLL AT SILVER LAKE PHASE I

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED
JUN 17 2005
PARK CITY
PLANNING DEPT.

RECORDED

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

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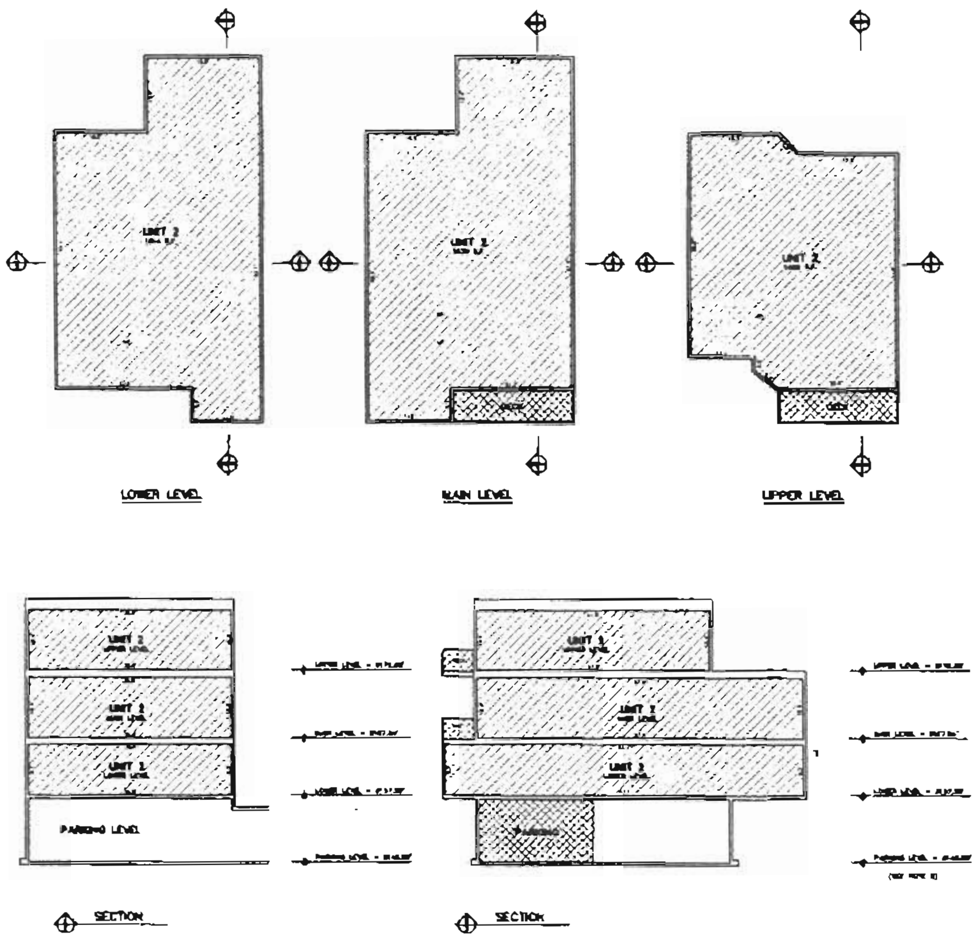

LEGEND

- UNIT (PRIVATE OWNERSHIP)
- LIMITED COMMON AREAS AND FACILITIES ALLOCATED TO DESIGNATED UNIT
- COMMON AREAS AND FACILITIES

S.F. = SQUARE FEET

NOTES:

1. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
2. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
3. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
4. THE DIMENSIONS OF THE PRIVATE SPACES AND SQUARE FOOTAGE CALCULATIONS ARE BASED ON THE RECORD OF SURVEY MAP OF THE KNOLL AT SILVER LAKE PHASE 1, AND ON MEASUREMENTS IN THE FIELD. MINOR VARIATIONS MAY OCCUR. IT IS THE INTENT THAT THE PRIVATE OWNERSHIP AREA OF THE UNIT WILL BE AS CONSTRUCTED.
5. BENCHMARK – LOWER FLOOR ENTRY TO UNITS 3 & 4 – ELEVATION [illegible]. REFER TO THE RECORD OF SURVEY MAP OF THE KNOLL AT SILVER LAKE PHASE 1, RECORDED NO [illegible] IN THE SUMMIT COUNTY RECORDER'S OFFICE.

FOURTH AMENDED RECORD OF SURVEY MAP

THE KNOLL AT SILVER LAKE PHASE 1

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

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PAGE 3 OF 3

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ________

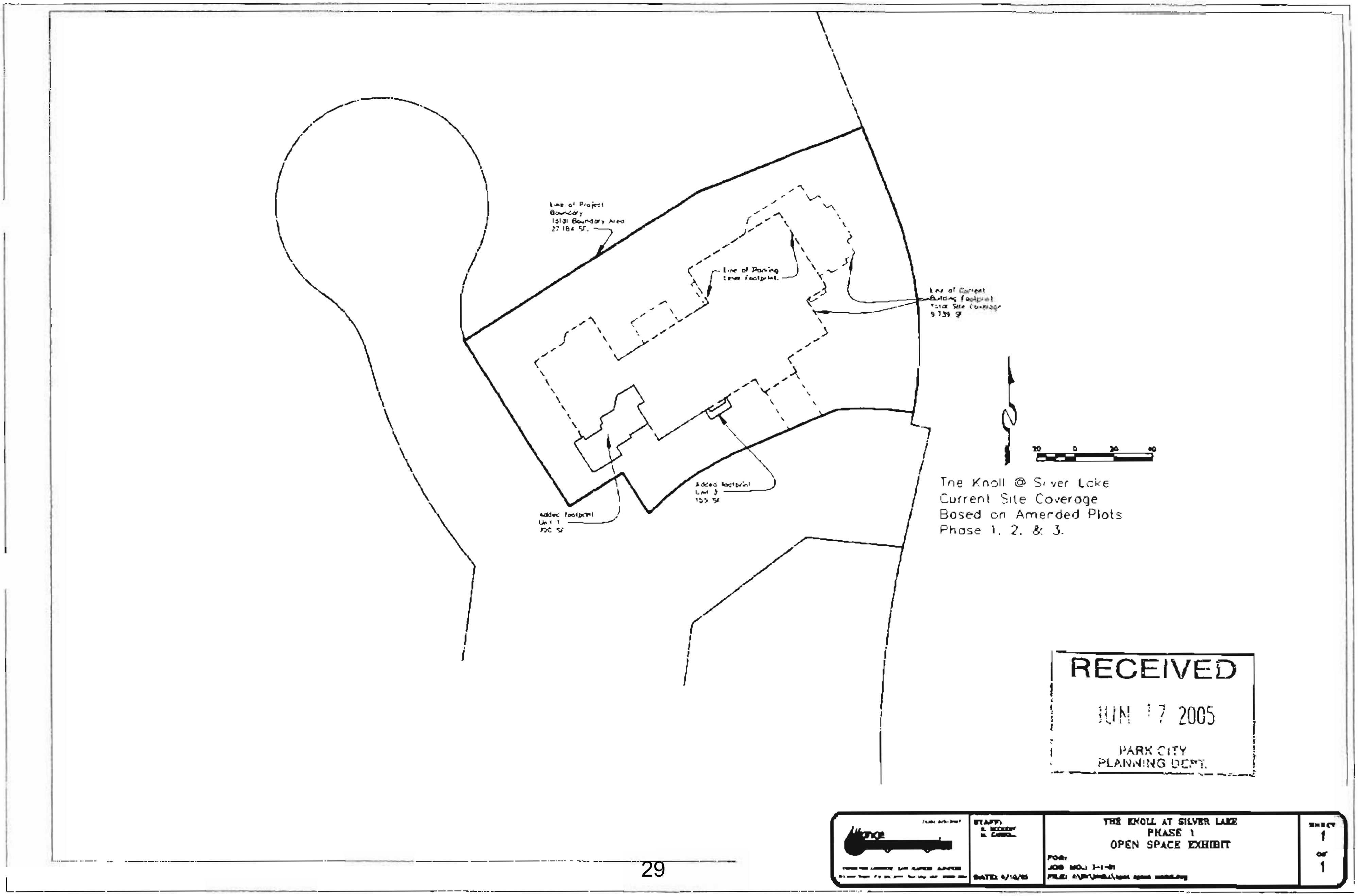
DATE ______ TIME ______ BOOK ______ PAGE ______

______ FEE ______ RECORDER

RECEIVED

JUN 17 2005

PARK CITY PLANNING DEPT.


Line of Project Boundary
Total Boundary Area
Line of Parking Level Footprint
Added Footprint
Unit 3
Added Footprint
Unit 1
The Knoll @ Silver Lake
Current Site Coverage
Based on Amended Plats
Phase 1, 2, & 3.
RECEIVED
JUN 17 2005
PARK CITY
PLANNING DEPT.
THE KNOLL AT SILVER LAKE
PHASE 1
OPEN SPACE EXHIBIT
SHEET
1
of
1

AMENDED DECLARATION AND CONSENT TO RECORD

THE KNOLL AT SILVER LAKE

A UTAH CONDOMINIUM

SIGNATURE PAGE FOR UNIT NO. 4

The undersigned, being the owners of record of Unit No. 4, the Knoll at Silver Lake, a Utah Condominium, hereby approve and consent to recording the amended declaration of condominium and amended record of survey map reflecting the expansion of Unit No. 1, and the resulting re-allocation of common area interests, assessments, and voting as shown in the amended declaration.

4th

Dated this 17th day of June, 2005.

OWNER OF UNIT No. 4
STEPHEN M. ROSS
KARA G. ROSS

Stephen M. Ross

Kara G. Ross

STATE OF New York)
ss:
COUNTY OF New York)

On June 17, 2005, before me personally came Stephen M. Ross and Kara G. Ross, to me known to be the individuals described in, and who executed the foregoing agreement, and acknowledged that they executed the same.

Linda A. Shay

Notarty Public

LINDA A. SHAY
NOTARY PUBLIC, State of New York
No. 436[illegible]
Qualified in Suffolk County
Commission Expires August 25, 2006

AMENDED DECLARATION AND CONSENT TO RECORD

THE KNOLL AT SILVER LAKE

A UTAH CONDOMINIUM

SIGNATURE PAGE FOR UNIT NO. 3

The undersigned, being the owners of record of Unit No. 3, the Knoll at Silver Lake, a Utah Condominium, hereby approve and consent to recording the amended declaration of condominium and amended record of survey map reflecting the expansion of Unit No. 1 and Unit No. 2 and the resulting re-allocation of common area interests, assessments, and voting as shown in the amended declaration.

Dated this 21 day of June , 2005.

OWNER OF UNIT NO. 3
MARTIN L. EDELMAN
NANCY H. EDELMAN

Martin L. Edelman

Nancy H. Edelman

STATE OF)
ss.:
COUNTY OF)

On June 21 , 2005, before me personally came **MARTIN L. EDELMAN** and **NANCY H. EDELMAN**, to me known to be the individuals described in, and who executed the foregoing agreement, and acknowledged that they executed the same.

Patricia A. Foote
Notary Public

PATRICIA A. FOOTE
Notary Public, State of New York
No. 41-4840475
Qualified in NY County
Commission Expires 8-17-09

NY55/464917.1

AMENDED DECLARATION AND CONSENT TO RECORD

THE KNOLL AT SILVER LAKE

A UTAH CONDOMINIUM

SIGNITURE PAGE FOR UNIT NO.2

The undersigned, being the owners of record of Unit No.2, the Knoll at Silver Lake, a Utah Condominium, hereby approve and consent to recording the amended declaration of condominium and amended record of survey map reflecting the expansion of Unit No. 1, and Unit No. 2, and the resulting re-allocation of common area interests, assessments, and voting as shown in the amended declaration.

Dated this 20Th day of JUNE , 2005

OWNER OF UNIT No. 2
RICHARD ARENDSEE-Trustee
KAWA TRUST

Richard Arendsee

STATE OF CALIF.)

ss:

COUNTY OF SAN DIEGO

On 6/21/05 , before me personally came Richard Arendsee, to me known to be the individual described in, and who executed the foregoing agreement, and acknowledged that he executed the same.

Notary Public

C. L. GOMEZ
COMM. # 1319320
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. AUG. 28, 2005

AMENDED DECLARATION AND CONSENT TO RECORD

THE KNOLL AT SILVER LAKE

A UTAH CONDOMINIUM

SIGNATURE PAGE FOR UNIT NO. 1

The undersigned, being the owners of record of Unit No. 1, the Knoll at Silver Lake, a Utah Condominium, hereby approve and consent to recording the amended declaration of condominium and amended record of survey map reflecting the expansion of Unit No. 1 and Unit No. 2 and the resulting re-allocation of common area interests, assessments, and voting as shown in the amended declaration.

Dated this 21 day of June, 2005.

OWNER OF UNIT NO. 1
GARY H. FELSHER

Gary H Felsher

STATE OF)
ss.:
COUNTY OF)

On June 21, 2005, before me personally came **GARY H. FELSHER,** to me known to be the individual described in, and who executed the foregoing agreement, and acknowledged that he executed the same.

Patricia A. Foote
Notary Public

PATRICIA A. FOOTE
Notary Public, State of New York
No. 41-4840475
Qualified in NY County
Commission Expires 5-31-07

NY55/464917.1

2. Waiver of Meeting. This amendment is approved with the unanimous consent of the Owners, as indicated by their attached signature pages. The Owners waive the formality of a meeting.

3. Consent to Amend Record of Survey Map. The Owners also unanimously consent to the amendment of the Record of Survey Map, the original of which was filed for record in the office of the Summit County Recorder as Entry No. 190071 to show the expansion of Units No. 1 and No. 2 onto land that was previously Common Area. The Owners' consent letters are attached as Exhibit A and incorporated herein.

4. Voting. The votes assigned to each of the 4 units will be equal, with each unit having 1 vote. In matters placed before the Owners for a vote, 3 affirmative votes are required for the condominium to act.

5. Multiple Counterparts. This Fourth Amendment Declaration and Consent to Record will be executed by each of the Owners in separate counter parts, and will be effective when the Owners of each of the Units has executed the appropriate signature page. One copy of the Fourth Amended Declaration and Consent to Record will be recorded with all of the signature pages attached.

6. Balance Unchanged. With the exception of the reallocation of the common area interests to reflect the expansion of Units No. 1 and No. 2, and the resulting increase in the common area assessments to Units No. 1 and No. 2, and proportional decrease in common area assessments to the other Units, the remainder of the original Declaration as amended remains in full force and effect. The designation of parking places shown on Exhibit C to the original declaration is unchanged.

See the following signature pages for execution by Owners.

When Recorded, Return to:

The Knoll at Silver Lake Homeowners Association, Inc.
C/o Michele Felsher, President
7915 Aster Lane, Unit #1
P.O. Box 1668
Park City, UT 84060

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM AND CONSENT TO RECORD OF AMENDED RECORD OF SURVEY MAP, THE KNOLL AT SILVER LAKE, A UTAH CONDOMINIUM

This Fourth Amendment to the Declaration of Condominium is made effective upon the date of its recording. The original Declaration of Covenants, Conditions and Restrictions for the Knoll at Silver Lake, Phase 1, A Utah Condominium, was filed for record in the office of the Summit County Recorder as Entry 190072 in Book 216 beginning at page 194. A First Amendment was filed for record as Entry No. 468316 in book 1011 beginning at Page 242; and a Second Amendment was filed for record as Entry No. 555668 in Book 1300 beginning at Page 1388; and a Third Amendment was filed for record on May 21, 2002 as Entry No.679599. As a result of the physical modification of one of the units, the Owners have determined that it is necessary to amend the Declaration to adjust the allocation of common area interest appurtenant to each Unit. The following amendment to the Declaration is hereby adopted:

1. Re-Allocation of Common Area Interests. The Common Area Interest appurtenant to each Unit, and the voting rights assigned to each Unit as shown on Exhibit C to the original Declaration, and as revised pursuant to the Second, Third and Fourth amendments to the original Declaration, are hereby revised as follows:

Unit Number	Square Footage	Percentage Common Area Interest	Votes
Unit 1	6578.2	28.10	1
Unit 2	5253.0	22.44	1
Unit 3	5178.0	22.12	1
Unit 4	6400.0	27.34	1

June 23, 2005

Ms. Kirsten Whetstone
PCMC
Community Development Department
445 Marsac Avenue
Park City, UT 84060

RE: Fourth Amendment and Consent for the Knoll at Silverlake

Dear Kirsten,

Enclosed please find the Fourth Amendment to the Declaration of Condominium and the consent to record the amended plat signed by the owners of the Knoll at Silverlake.

Thank you in advance for your attention to this matter; I appreciate your assistance in expediting this request. If you have any questions, please contact me at my mobile telephone number 917 859 1011.

Sincerely,

Gary Felsher

RECEIVED
JUN 24 2005
PARK CITY
PLANNING DEPT.

7915 ASTER LANE, UNIT NUMBER 1
P.O. BOX 1668
PARK CITY, UT 84060

EXHIBIT C.

All of the owners have informally agreed to approve this amendment. An Amended Declaration of Condominium is being circulated to the all owners for signatures and acknowledgement. This amended declaration will re-apportion the percent of common area interest and contain signature pages with approval and consent by the owners of all 4-units in this development. This will be added to this application prior to Planning Commission action. Additionally, records indicate that no amended declaration or consent of owners was recorded with the third amended plat. This will be addressed in the amended declaration to accompany this fourth amendment. Presumably we will have a fourth amended record of survey plat with a third amended declaration of condominium.

Mr. Felsher would like to accomplish the additions to his unit this summer and fall so any assistance you can extend in expediting this request will be appreciated.

Sincerely,

Steve Deckert

AMENDED DECLARATION AND CONSENT TO RECORD

THE KNOLL AT SILVER LAKE

A UTAH CONDOMINIUM

SIGNATURE PAGE FOR HOMEOWNERS ASSOCIATION, INC.

The undersigned, The Knoll at Silver Lake Homeowners Association, Inc., a Utah Condominium, hereby approve and consent to recording the amended declaration of condominium and amended record of survey map reflecting the expansion of Unit No. 1 and Unit No. 2 and the resulting re-allocation of common area interests, assessments, and voting as shown in the amended declaration.

Dated this 21 day of June, 2005.

THE KNOLL AT SILVER LAKE HOMEOWNERS ASSOCIATION, INC.

Michele P. Felsher

Michele P. Felsher, President

Nancy H. Edelman

Nancy H. Edelman, Treasurer

STATE OF)
ss.:
COUNTY OF)

On June 21, 2005, before me personally came **MICHELE P. FELSHER** and **NANCY H. EDELMAN**, to me known to be the individuals described in, and who executed the foregoing agreement, and acknowledged that they executed the same.

Patricia A. Foote

Notary Public

PATRICIA A. FOOTE
Notary Public, State of New York
No. 41-4840475
Qualified in NY County
Commission Expires 2.17.07

NY55/464917.1

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

Kirsten Whetstone
PCMC
Community Development Department
P.O. Box 1480
Park City, Utah 84060-1480

June 16, 2005

Re.: Knoll At Silver Lake Phase 1
Fourth Amended Record Of Survey Plat

Dear Kirsten,

Attached herewith please find the requisite materials for review and consideration of condominium plat amendment for the above referenced project. This fourth amendment is to accommodate additions to Units 1 and 2. As you may recall the First Amendment was for Unit 4, Second Amendment was for Unit 3, and the Third Amendment was for Unit 2.

The owners of Units 1 & 2 are Gary Felsher, and Richard and Judy Ardenesee. Mr. Felsher has retained architect, Kevin Horn to develop architectural plans for his intended addition. The plat has been prepared in conformance with these plans. You will find a letter included herewith authorizing Mr. Horn to act as Mr. Felsher's agent. Mr. Ardenesee has no immediate plans to undertake the additions to his Unit but wanted to include, in this amendment, the opportunity for a minor expansion to the lower level and a deck addition to the upper level of his Unit.

I have prepared an Exhibit that summarizes the site coverage of the previous amendments and shows the additional site coverage this proposed amendment represents. The total land area of the parcel is 27,184 S.F. The current site coverage is 9,739 S.F. This represents 35.83% site coverage. The Deer Valley MPD requires 60% open space. By my calculations an additional 1,134 S.F of site coverage can be added to the development. The additional footprint to Unit 1 represents 720 S.F. and Unit 2 represents 155 S.F. for a total of 875 S.F.

A total of 362 S.F. of living space is being added to Unit 1 on the basement and lower level along with 689 S.F. of patio, deck, and porch space. A total of 155 S.F. of living space is being added to Unit 2 on the lower level along with 138 S.F. of deck space. Some of the addition areas and decks occur over existing decks or existing foundations and parking garage. Only those areas outside the current footprint have been summarized in the additional site coverage calculations.

EXHIBIT B.

323 Main Street P.O. Box 2664 Park City, Utah 84060 435-649-9467 FAX 435-649-9475

City Council
Staff Report

Subject: **330 / 336 DALY AVENUE**
Date: **August 18, 2005**
Type of Item: **Administrative; Plat Amendment**

RECOMMENDATION: Review the proposed plat amendment, conduct a public hearing and approve it according to the findings of fact, conclusions of law and conditions of approval outlined in this staff report.

DESCRIPTION

Project Name:	Canyon Subdivision
Project Planner:	Ray Milliner
Applicant:	Ron Waters
Location:	330 / 336 Daly Avenue
Zone:	Historic Residential (HR-1)

BACKGROUND

On June 12, 2005 staff received an application to amend the Canyon Subdivision a two lot subdivision located at 330 and 336 Daly Avenue. The subdivision was approved by the City Council and recorded in 1996. The lots are 107' x 34' with a 10' platted trail easement in the rear, a 10' snow storage easement in the front facing Daly Avenue and a 15' wide snow shedding easement between the two lots (7.5' per side). The front corner of the 336 lot encroaches into existing Daly Avenue. It was dedicated to the City as part of the original 1996 plat amendment. The applicant is requesting that the approved plat be amended to reduce the width of the snow shed easement between the two lots to 7 feet, a reduction of 8 feet. No other changes are proposed on the plat. Concurrent with this amendment, are two steep slope CUP applications currently under review by the Planning Commission. The Planning Commission reviewed this application on July 27, and forwarded a positive recommendation to the City Council.

ANALYSIS

The applicant is requesting that the Commission consider reducing the platted 15' snow shedding easement between lots A and B of the Canyon Subdivision to 7', three and a half feet on each lot. No other changes are proposed on the plat at this time. When the property was originally platted it was anticipated that there would be a duplex constructed on each lot, as there is sufficient lot square footage (HR-1 zone requirement for a duplex = 3,750 required each lot = 3,850 square feet). The 15' easement was placed on the property to ensure adequate snow shedding between the two duplexes which, would be taller larger structures than single family homes. In this case, however the applicant is proposing single family homes. Staff has reviewed the application and finds that because the reduction results in a side yard setback still greater than the required HR-1 requirement for lots of this size, the proposed reduction is appropriate. This matter has been reviewed by the Chief Building Official, who found that the proposed snow storage easement reduction will not preclude an acceptable snow release mitigation design for the future buildings.

NOTICE

Notice of this hearing was sent to property owners within 300' on July 13, 2005. At the time of this writing, staff has received verbal inquiries regarding the application, but no formal comments either for or against the project.

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 July 13, 2005, where representatives from local utilities and City Staff were in attendance. No additional issues or concerns were identified.

RECOMMENDATION

Review the proposed plat amendment, conduct a public hearing and approve it according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

EXHIBITS

Exhibit A – Proposed Ordinance
Exhibit B – Proposed Plat Amendment
Exhibit C – Site Survey

AN ORDINANCE AMENDING THE CANYON SUBDIVISION, A TWO LOT SUBDIVISION, TO REDUCE A SNOW SHED EASEMENT FROM 15 FEET TO 7AND A HALF FEET LOCATED AT 330 AND 336 DALY AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property known as the Canyon Subdivision, has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on July 27, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to reduce a platted snow shed easement from 15 feet to 7 ½ feet; and

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

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

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

Findings of Fact:

1. The property is located in the Historic Residential Low Density (HR-1) zone.
2. The HR-1 zone is a residential zone characterized by a mix of contemporary residences and smaller historic homes.
3. The plat amendment will reduce an existing 15’ snow shed easement to 7’.
4. The applicant is proposing a single family home on both lots.
5. Both lots have a slope greater than 30%.
6. The applicant has submitted applications for steep slope review from the Planning Commission for both lots.
7. Table 15-2.2, in the HR-1 zone establishes a side yard setback for a lot of less than 37’5” at 3’.
8. The existing lots are 37’ wide.
9. No additional changes are proposed on the existing Canyon Subdivision Plat.
10. The Planning Commission reviewed the application on July 27, 2005 and forwarded a positive recommendation to the City Council.
11. No remnant lots will be created as a result of this application.

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

Conclusions of Law:

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

amendment.

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

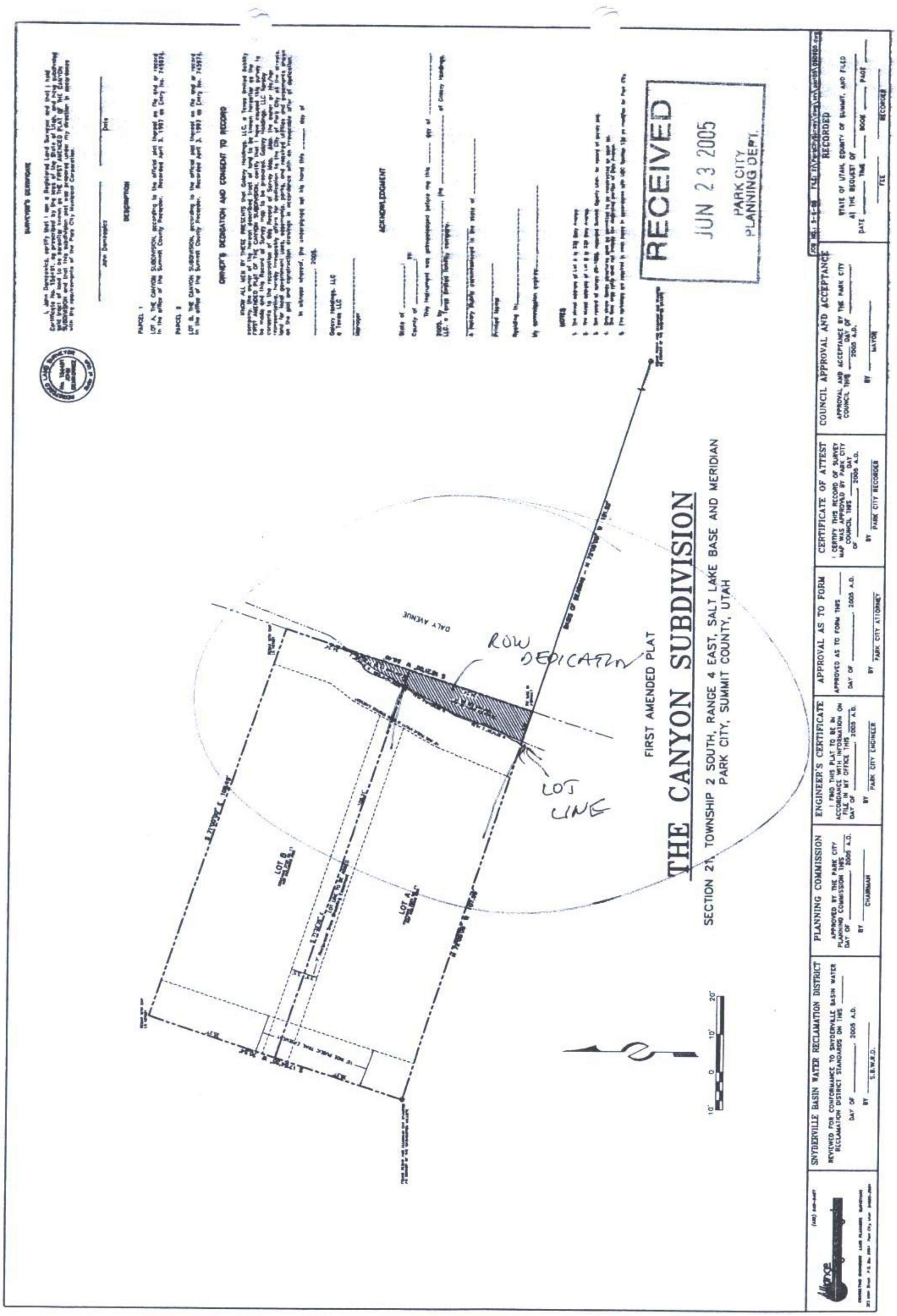
SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

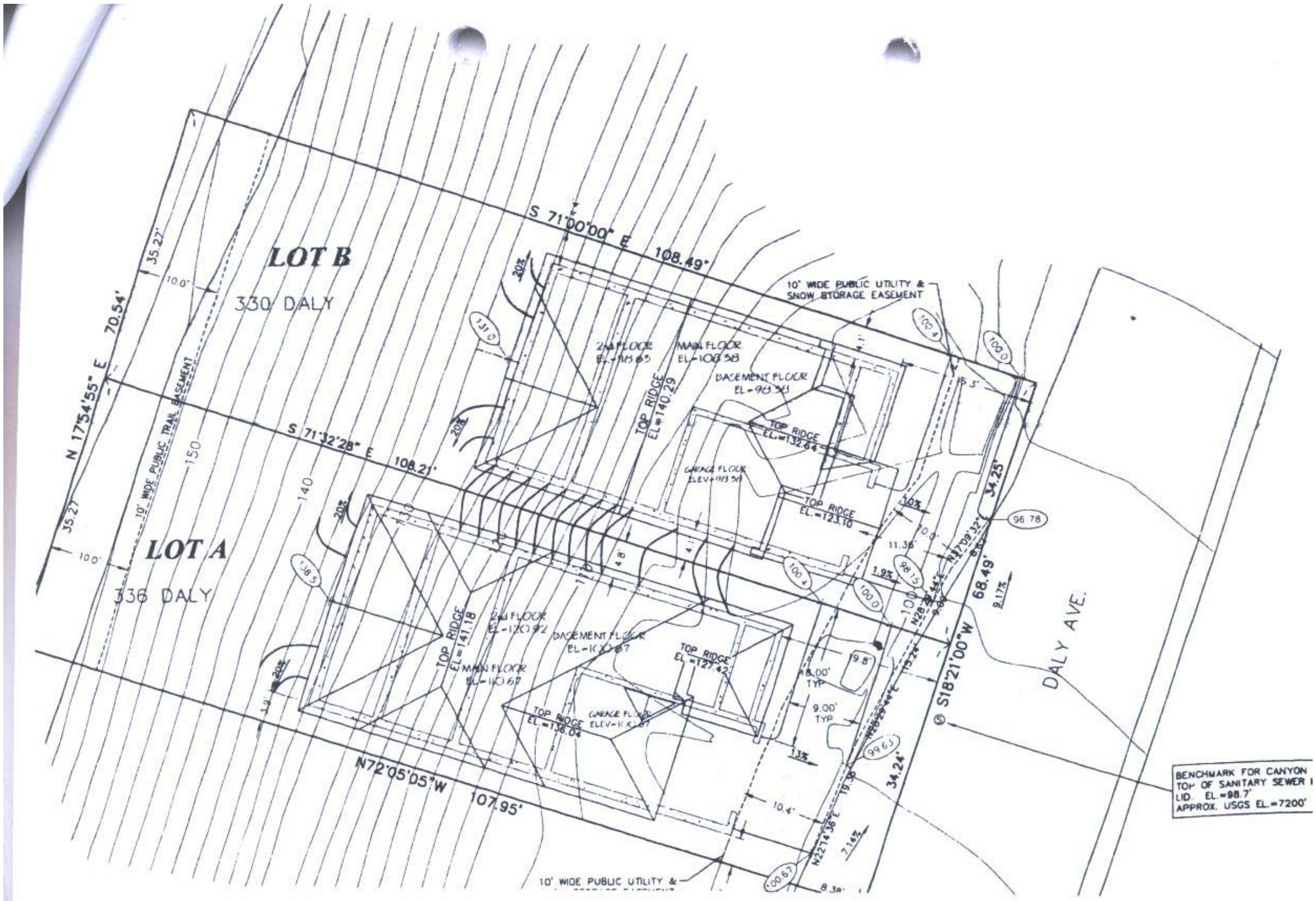
Conditions of Approval:

1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. No building permits shall be issued prior to the issue of a Conditional Use Permit for construction on a slope of greater than 30% by the Planning Commission.
3. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
4. The applicant will record the plat amendment at the County prior to August 18, 2006.
5. All conditions of approval of the Canyon Subdivision shall continue to apply except as amended herein.
6. No duplex, accessory apartments or lockout uses are allowed on the property.

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

PASSED AND ADOPTED this 18th day of August 2005.


FIRST AMENDED PLAT
THE CANYON SUBDIVISION
SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH
RECEIVED
JUN 23 2005
PARK CITY
PLANNING DEPT.
DALY AVENUE
ROW DEDICATION
LOT LINE
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
PLANNING COMMISSION
ENGINEER'S CERTIFICATE
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED



LOT B
330 DALY
LOT A
336 DALY
S 71°00'00" E 108.49'
S 71°32'28" E 108.21'
N72°05'05"W 107.95'
N 17°54'55" E 70.54'
S18°21'00"W 68.49'
10' WIDE PUBLIC TRAIL EASEMENT
10' WIDE PUBLIC UTILITY & SNOW STORAGE EASEMENT
TOP RIDGE EL=140.29
TOP RIDGE EL=141.18
TOP RIDGE EL.=132.64
TOP RIDGE EL.=123.10
TOP RIDGE EL.=127.42
TOP RIDGE EL.=136.04
DALY AVE.
BENCHMARK FOR CANYON
TOP OF SANITARY SEWER
LID. EL.=98.7'
APPROX. USGS EL.=7200'

City Council Staff Report

PLANNING DEPARTMENT

Planner: Patrick Putt
Subject: 257 MCHENRY AVENUE REPLAT
Date: August 18, 2005
Type of Item: Administrative
Applicant: Herb Armstrong
Zone: Historic Residential – (HR-1)

RECOMMENDATION: Staff recommends that Council review the proposed plat amendment, hold public hearing, and approve the application according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

BACKGROUND

The applicant proposes to combine a portion of Lot 16 and Lots 17 and 18 of the Park City Survey into one (1) lot of record. The applicant's property is approximately 4784 square feet in size. The property is located in the Historic Residential (HR-1) District. Existing built McHenry Avenue bisects Lot 16. The applicant is proposing to dedicate the lot area covered by existing built McHenry Avenue and an additional 10 feet of width measured from the easterly edge of the McHenry Avenue pavement to the City as a public right-of-way. Any interest the applicant may have in the small remnant portion of Lot 16 located west of the existing built McHenry Avenue will be conveyed to the City for public right-of-way as well.

A historic single-family residence is located on the property. The City-owned, deed-restricted open space known as the Virginia mining claim is located to the east of the subject property. Platted, unbuilt Third Street is located to the north. Neighboring single-family residences are located to the north across platted Third Street and to the west across existing McHenry Avenue. A small addition to the historic structure encroaches onto the City-owned Virginia mining claim. The purpose of the proposed plat amendment is to create a lot record to accommodate a relocation of the historic house onto the property in a Land Management Code HR-1 setback-compliant manner. A garage addition and additional living area are also contemplated.

ANALYSIS

The property is zoned HR-1, Historic Residential. The minimum lot size in the HR-1 District is 1875 square feet. The minimum lot width is 25 feet. The proposed plat creates a 4,784 square foot lot. The minimum width for the proposed lot is approximately 67 feet. Access to the lot is provided via existing built McHenry Avenue. All necessary utilities are available to the site. The proposed plat amendment as conditioned is consistent with the Land Management Code's HR-1 lot standards and subdivision requirements. Future work on the historic residence is subject to Land Management Code and Historic Design Guideline processes.

The Planning Commission held a public hearing on this application on July 28, 2005. No public comment was received. Following the public hearing, the Planning Commission forwarded a positive recommendation to City Council

NOTICE
Notice of this hearing was sent to property owners within 300'. Staff has received no comments from the public at the time of this writing.

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. No unresolved issues have been identified.

RECOMMENDATION
Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and approve the request according to the attached ordinance.

EXHIBITS
Exhibit A –Ordinance
Exhibit B – Plat

AN ORDINANCE APPROVING THE 257 McHENRY AVENUE PLAT AMENDMENT, A LOT COMBINATION OF LOTS 17 AND 18, AND A PORTION OF LOT 16, BLOCK 60 OF THE PARK CITY SURVEY.

WHEREAS, the owner of the property located at 257 McHenry Avenue, has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on July 28, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to combine Lots 17 and 18, and a portion of Lot 16, Block 60 of the Park City Survey into one lot or record; and

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

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

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

1. The property is located in the Historic Residential (HR-1) Zoning District.
2. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
3. There is an existing historic single family home on the property.
4. A portion of the existing historic single family home encroaches onto the City-owned, open-space deed restricted Virginia mining claim.
5. Existing built McHenry Avenue bisects Lot 16.
6. The applicant proposes to dedicate the lot area covered by existing built McHenry Avenue and an additional 10 feet of width measured from the easterly edge of the McHenry Avenue pavement to the City as a public right of way.
7. Any interest the applicant may have in the small remnant portion of Lot 16 located west of the existing built McHenry Avenue will be conveyed to the City for public right-of-way.
8. The applicant intends to construct a garage and additional living area to the existing historic house.
9. The applicant will remove the current house encroachment into the City-owned, deed-restricted Virginia mining claim as part of the renovation of the historic single-family structure.
10. The future renovation and addition to the historic single-family house will be

subject to Land Management Code and Historic District Design Guidelines.

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

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

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

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval are a condition precedent to recording the plat.
2. 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.
3. All building encroachments shall be removed from the City-owned, deed-restricted Virginia mining claim prior to plat recordation.
4. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
5. The applicant shall redraft the plat to show dedication of the 10 feet along McHenry Avenue to Park City as a street right-of-way.

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

PASSED AND ADOPTED this 18thth day of August 2005.

A LOT COMBINATION PLAT

A RESUBDIVISION OF LOTS 18,17, AND A PORTION OF LOT 16 IN BLOCK 60, PAR

ASPHALT AREA
9' WIDE VEHICULAR/PEDESTRIAN EASEMENT - SEE ENLARGED AREA THIS SHEET
ELECTRICAL BOX
GRAVEL DRIVEWAY
EXISTING POWERLINE
C/L 3RD STREET RIGHT-OF-WAY
N 66°22'00" E 71.94'
44.91'
SET POINT ON LINE
ROCK LANDSCAPE BORDER
LOG STEPS
22.50'
2.50'
2.03'
15.21'
CINDERBLOCK STEPS
CONCRETE PATIO
20.2'
EXISTING MCHENRY AVENUE
EDGE OF ASPHALT
L3
L2
SOUTH 81.87'
22.5'
22.8'
EXISTING RESIDENCE
7.9'
4.7'
18.0'
14.6'
24.1'
3.3'
8.5'
N 13°16'58" W 19.21'
N 17°00'04" W 21.14'
75.00'
DECK
12.09'
25.00'
S 66°22'00" W 53.07'

City Council
Staff Report

Public Works

Author:	**Kent Cashel, Deputy PW Dir.**
Subject:	**STRATEGIC PLAN FOR CITY-OWNED PROPERTIES**
Date:	**August 18th, 2005**
Type of Item:	**Legislative**

Summary Recommendations:
Staff requests that City Council pass the attached resolution adopting a strategic plan for City-owned properties with development potential.

Description:
Background:
On March 24th, 2005 Staff presented a draft strategic plan for City-owned parcels with development potential to City Council (see attached City Council Staff Report dated 03/24/2005). City Council commented on the draft plan and authorized staff to present the plan to the public.

On May 4th, 2005 Staff held an open house at the Miner's Hospital to present the draft plan to the public and take comment on the plans recommendations.

Staff incorporated Council direction and public comment into a final strategic plan and requests that Council pass a resolution to adopt that plan.

The resulting strategic plan will not bind the City to any particular use for a given parcel but will provide more clarity and direction to City Council, Staff and third parties on the intended use of City-owned parcels with development potential.

Analysis:
Council commented on the draft strategic plan at its March 24th meeting. These comments focused on the following two parcels:

Shortline: Council provided direction to Staff that since this parcel does not meet Public Works long term space needs then the city should explore selling or trading the land. The strategic plan has been amended to reflect Council's direction.

North Library Lot: Council provided direction that the current use of the North Library Lot (un-programmed recreational use) should be continued. The strategic plan has been amended to reflect Council's direction.

Public comments on the draft strategic plan were focused primarily on the recommended use of the Old Sewer Plant. The comments all supported the recommended uses for the Old Sewer Plant parcel.

The table below contains the final "Strategic Plan for City Owned Parcels with Development Potential." Please note that technical details regarding each individual parcel and the criteria utilized to determine uses for those parcels are contained in the March 24th, 2005 staff report (attached). These technical details will be included in the final strategic plan document for future reference.

Parcel	**Future Use**
Baingo Wortley #1	Undetermined Recreation Project,Trade/Sell
Baingo Wortley #2	Public Works Snow Storage
Baingo Wortley #3	Hold
North Forty	Recreation Parking ,Trade/Sell
Old Sewer Plant	Park/Water Infrastructure/Fire,Trade/Sell
Snow Creek #1	Public Safety, Trade/Sell
Snow Creek #2	Potential Affordable Housing Project, Trade/Sell
Shortline	Trade/Sell
North Library Lot	Current Un-programmed Recreation Use
Wisnewski	Trade/Sell
Colman	Trade/Sell
Hillside-Main	Interpretive Park/Green Space
Prospect Ridge	Open Space/Trail
Pechnick	Trade/Sell
Pace #1-3	Hold
Pace #4 (Tailings Parcel)	Hold
Braser Nanaloa	Hold

Department Review:
This report has been reviewed by the following departments: City Manager's Office, City Attorney's Office, Facilities and Special Events, Budget Office and Public Works.

Alternatives:

A. Approve the Request:
Council could pass the resolution adopting a strategic plan for City-owned properties with development potential. This is staff's recommendation.

B. Amend the Request:
Council could amend the final plan and pass the resolution adopting a strategic plan for City- owned properties with development potential.

C. Deny the Request:
Council could deny Staff's request.

D. Continue the Item:
Council could defer decision on this item to a later date.

E. Do Nothing:
Council could choose to do nothing on this item.

Recommendation:

Staff requests that City Council pass the attached resolution adopting a strategic plan for City- owned properties with development potential. The resulting strategic plan will not bind the City to any particular use for a given parcel but will provide more clarity and direction to City Council, Staff and third parties on the intended use of City-owned parcels with development potential.

Attached: 1. Resolution
2. Staff Report dated March 24th, 2005
3. Map-Parcels within City Boundaries
4. Map-Parcels within Summit County

RESOLUTION ADOPTING A STRATEGIC PLAN FOR CITY OWNED PARCELS WITH DEVELOPMENT POTENTIAL

WHEREAS, the City owns numerous properties with possible municipal uses or development potential;

WHEREAS, potential uses for City-owned parcels with development potential are many and varied;

WHEREAS, the City Council has determined that it is in the public's best interest to have a strategic plan to communicate the intended use for each City-owned parcel with development potential; and

WHEREAS, the City Council has determined it is in the public's best interest to have a strategic plan to guide decision making regarding City-owned parcels with development potential.

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

SECTION 1. STRATEGIC PLAN. Park City adopts the "Strategic Plan for City-Owned Parcels with Development Potential" as attached hereto as Exbibit A.

This Resolution hereby constitutes public notice that the properties listed herein are intended for sale if so noted, and the City Council may meet in closed session as allowed by state law to discuss the best possible terms of a potential sale. Any final approval of a sale by the City Council must be done at a regular, open meeting.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

City Council
Staff Report

Author:	**Max Paap**
Subject:	**Park City Literary Festival**
Date:	**August 18, 2005**
Type of Item:	**Administrative – Master Festival License Application**

Special Events and Facilities Department

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and consider approving the license for the Park City Literary Festival, as conditioned, on September 9 through September 11, 2005, in Miner's Park and various other private venues on upper Main Street.

Description:

A. Topic:

The Park City Literary Festival is a community based gathering that will bring to light that reading is critical to the future of the community. Through the various programs during the festival, one of the principle goals of the Park City Literary Festival (PCLF) is to create a vibrant experience related to literature, which will generate excitement about reading and ultimately result in a higher percentage of time spent reading among all ages.

B. Background:

This is the inaugural literary event that has been in the works for well over 18 months as a collaboration of the many artistic entities in the Park City/ Summit County area. After the initial application, submitted by the Park City/Summit County Arts Council, in part by the late Brian Hess, a few of the remaining visionaries wanted to keep the project on track and modified the initial application to keep the festival on the calendar. In their work with City Staff and other civic, educational, and private groups PCLF has refined the scope of their event to encompass a finite geographical area as well as program the activities to create a "Literary Village". This "village" would run from Treasure Mountain Inn to the south to Miner's Park to the north. As part of the PCLF, Miner's Park will become the "Children's Literary Garden" and will serve as the primary outdoor venue for the duration of the Festival. Outdoor contingency plans for events programmed in Miner's Park include movement of events to the Egyptian Theater. The applicants have requested no street closures, but would request Main Street paid parking spaces be purchased from the City to accommodate drop-off of writers and artists.

The evening of September 9th the PCLF will kick-off the Festival at Miner's Park at 6:00 pm this venue will entertain all of the diverse authors and activities they have invited. Miner's Park continues to have programmed events throughout the festival, which will commence on Sunday, September 11. Activities, either within existing Main Street businesses or at Miner's Park will embrace Treasure Mountain Inn as festival headquarters. The PCLF has done extensive work to seek out volunteers from our community to act as ambassadors to the out-of-town authors. Treasure Mountain Inn will be designated as festival headquarters.

C. Analysis:
The City Council, per the Municipal Code, reviews all new applications for Master Festival Licenses and shall either approve, approve with conditions or deny the applications. The Park City Literary Festival is being reviewed as a new application. This event is being reviewed as a Master Festival due to the fact that portions of it will occur on public property.

Event Schedule- See Exhibit A

Parking and Traffic
Parking for the events and activities will occur within the existing parking available for Main Street. Any additional parking for visiting authors will be accommodated in the TMI underground lot.

Miners Park and Activities
As part of the event, there will be programming throughout the day at Miner's Park. The park will serve as the outdoor venue for the Festival. A non-formal informational meeting place for festival goers.

Other Venues
In addition to TMI and the Literary Garden, the Egyptian Theater, Ecker Hill Middle School, Treasure Mountain Middle School, and Park City High School will be festival venues. Shabu and 350 Main will also serve as venues for the Festival.

The event organizers have presented their plan to HMBA to discuss their planned activity. At this time Staff has received no negative comments regarding this event from the merchants.

Fee Waiver Request:
Section 4-8-9 of the Municipal Code provides applicants for Master Festival and Special Event Licenses with criteria to request a waiver for all or a portion of associated fees. The Section further states that Council approves or denies fee waiver requests for all new applications. Eligibility for a full or partial fee waiver shall be determined pursuant to the following criteria, none of which shall be individually controlling. The PCLF requested a partial waiver of all fees associated with the PCLF.

When evaluating fee waivers, Council looks at the potential tax revenue and basis the decision upon that as well as affects to the overall budget..

The Applicant has responded to the Fee Waiver criteria set forth in the Municipal Code. Please see text in italics for the Park City Literary Festival's response to the criteria.

1. For-profit or non-profit status of the Applicant;
   Park City/Summit CountyArts Council is a 501 (c-3)
2. Whether the event will charge admission fees;
   90% of the programming is free to the public. The opening program, and programming in which food is served has a fee to cover food service.
3. Whether the event is youth-oriented;
   50%- See Attached Schedule.
4. The duration of the event;
   Friday evening through Sunday afternoon.
5. Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;
   Lodging, Restaurants, and shopping by attendees. We have contracts with our 5 hosting venues.
6. The degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;
   City's revenue in lodging tax will cover any City services and parking spaces..
7. The season of occurrence; and
   The event will take place the weekend after Miner's Day-September..
8. Demonstration of hardship by the Applicant.
   First year start up event, trying to focus funding on product and marketing.

At this time the Council has not approved any additional waivers for events in FY2006, however there are already approximately $54,181 in waivers for Arts Festival and 4th of July Celebrations.

D. Department Review:
The Park City Literary Festival has been reviewed all applicable City departments.

ALTERNATIVES

A) Approve the Master Festival License, as conditioned by staff, allowing the Park City Literary Festival from September 9 through September 11, 2005, on Main St.

B) Modify the parameters of the event and approve the Master Festival License allowing Park City Literary Festival from September 9 through September 11, 2005 on Main St.

C) Deny the Master Festival License, thereby preventing Park City Literary Festival from September 9 through September 11, 2005, on Main St.

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

RECOMMENDATION:
Staff recommends approval of the Master Festival License for the Park City Literary Festival from September 9 through September 11, 2005 based on the following:

Findings of Fact:

1. The Park City Literary Festival from September 9 through September 11, 2005 on

Main St. The events include speakers, discussions and question and answer sessions.

2. The event occurs for a significant duration, which will spread out the attendees allowing the impacts from the event to be limited. The conduct of Park City Literary Festival will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.
3. The Park City Literary Festival events will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The events associated with the Master Festival a spread out over three days. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. Master Festival or Special Event licenses have been granted for the Mid-Mountain Marathon September 10, for the Radisson Antique Show on September 9, 10 & 11, and The Friends of the Farm on September 10. The Park City Literary Festival will not substantially interfere with the logistics and venue for the Antique Show at the Radisson, the Mid-Mountain Marathon, or the Friends of the Farm event based on the following:
   a. The Park City Literary Festival will host events in the Main St. vicinity on September 10. Mid-Mountain Marathon activities will be run on the Mid-Mountain Trail on September 10. Friends of the Farm activities will be at the McPolin Barn on September 10 and the Antique Show on September 9, 10, and 11 will be contained to the Radisson property.
   b. The events for the Literary Festival, Mid-Mountain Marathon, Friends of the Farm, and Antique will overlap in time. All events will be taking place in separate areas of town and will not take away draw from the other;
   c. Attendance numbers: Park City Literary Festival: 50-100; Friends of the Farm: 100-125; Mid-Mountain Marathon: 200; and Antique Show: 100 (At any given time)
   d. No public personnel or City services are required for the Antique Show, Mid-Mountain Marathon, nor Friends of the Farm and therefore will not draw services from other areas of town required for the Park City Literary Festival; and,
   e. The Antique Show is located at the Radisson. Adequate parking is available on site. The Mid-Mountain Marathon has minimal parking impacts. Friends of the Farm will have a park-and-ride shuttle system. Due to the anticipated size of the Literary Festival adequate parking can be accommodated on site.

5. The organizer is providing sanitation, security, and adequate insurance for the event.
6. With the security provisions proposed the events will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. The applicant has been working with City Staff and applicable departments to

address all event concerns. The Applicant has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

8. The applicant has been working with the Park City Fire District and the Summit County Health Department to obtain all applicable licenses. A Mass Gathering Permit for this event is not necessary due to the projected attendance.
9. The applicant shows significant reasons, such as the nature of the event which promotes Park City as a year round destination as well as maintains Park City's status as a World Class Resort, for a partial waiver of all City Services fees.
10. The Park City Literary Festival events are consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintain its status as a World Class Resort which hosts such events as this.

Conclusions of Law:

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

Conditions of Approval:

1. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review.
2. The applicant shall comply with all Summit County Health Department requirements for sanitation and food vendors.
3. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Applicant.
4. The Applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.
5. All signs shall be reviewed and approved by the Special Events Department and shall comply with Title 12 of the Municipal Code.

Exhibits

Exhibit A – Festival Schedule
Exhibit B- Fee Estimate

Park City Lit Fest Schedule

8/10/05

Firday Events	Egyptian Theatre	Miner's Park (70)	TMI/one (120)	TMI/two (50)	TMI/three (30)	Ecker Hill	TMMS	PC High School
9:00 - 10:00						Peter Reynolds		
10:00-11:00			kids volunteer					
1:00-2:00			mtg.				Peter Reynolds	
2:00-3:00								Jenifer Jordan
3:00-4:00								Peter Reynolds
5:00-6:30	$40	event launch						
6:30-7:30		reception						
7:30-8:30	opening night							
9:00-12:00	program - Blake, Martin, Reynolds, Hale.							

Saturday Events	Egyptian Theatre	Miner's Park (70)	TMI/one (120)	TMI/two (50)	TMI/three (30)	Ecker Hill	TMMS	PC High School
8:00-9:30			Children's Brunch					
8:30-9:30			w/Robert Neubecker					
9:00-9:30		Mark Cranston	& Rick Walton $10	Jim Fergus	Caspe/Jacobs			
9:30-10:30		Larry Ceespooch						
10:00-10:30	Peter Reynolds	Anita Crane	Shannon Hale	Mary Whitesides	Brad Thor			
10:30-11:00	K-4 grades	J R Holbrook						
11:00-11:30		Eileen Cosby		Jennifer Jordan	Anita Crane			
11:30-12:00		Jeannine Heil						
12:00-12:30	"Educators"							
12:30-1:00	Peter Reynolds/							
1:00-1:30	Shannon Hale	Mark Cranston						
2:00-2:30		Larry Ceespooch	Micahel Blake	Mark Spragg	Mim Rivas			
2:30-3:00	Peter Reynolds	Anita Crane						
3:00-3:30	4-8 grades	J R Holbrook	Sturgis/Fisher	Soni Dimond	Victor Rivers			
3:30-4:00		Eileen Cosby	Junek/Thacker					
4:00-4:30		Jeannine Heil	Ricci Martin	Anita Crane	Eileen Cosby			
4:30-5:00		poetry slam						
5:00-6:00								

Sunday Events	Egyptian Theatre	Miner's Park (70)	TMI/one (120)	TMI/two (50)	TMI/three (30)	Ecker Hill	TMMS	PC High School
10:00-10:30	Bruce Junek &	Mark Cranston	Brunch Panel	Brunch Panel	Mary Whitesides			
10:30-11:00	Tass Thacker	Larry Ceespooch	Adult Lit. $15	child Lit. $15				
11:00-11:30	$6	Anita Crane			Victor Rivers			
11:30-12:00		J R Holbrook						
12:00-1:00								
1:00-1:30	Women of K2	Eileen Cosby	open	open	open			
1:30-2:00	film & Discussion	Jeannine Heil						
2:00-2:30	w/ Jennifer Jordan	Mark Cranston	open	open	open			
2:30-3:00	Chris Waddell	R Holbrook						
3:00-3:30	$6	Poetry Slam	open	open	open			

Childrens Lit panel: *(Blake, Cosby, Hale, Neubecker, moderated by: Matthews)* Adult Lit panel: *(Fergus, Spragg, & Thor, moderated by: Soni Dimond)*

PARK CITY 1884	**Fee Estimate**	Special Events Department	
	Literary Festival	PO Box 1480	
	Sept. 9-11, 2005	Park City, UT 84060	
SERVICE DESCRIPTION		COST WAIVED	COST
Special Events and Facilities Department			
Application Fee - New Event			100.00
Parking Department			
Main Street Parking Space			108.00
Street Banner Installation			360.00
Miscellaneous			
Payments Received			
	TOTALS		**568.00**
		Waived Amount	
		TOTAL DUE	**568.00**

Please remit payment with 30 Days to:
Park City Municipal Corporation
Special Events and Facilities Dept.
P. O. Box 1480
Park City, UT 84060

City Council
Staff Report

Author:	**Alison Butz**
Subject:	**Bus Shelter Art** **Service Provider contracts**
Date:	**August 18, 2005**
Type of Item:	**Administrative:** **Service Provider Contracts**

PARK CITY 1884

Special Events and Facilities Department

Summary Recommendation:
Authorize the City Manager to enter into service provider contracts (attached) for the Bus Shelter Art projects in a form to be approved by the Legal Department with John Helton, in the amount of Eight Thousand Dollars ($8,000.00); and William R, Littig for an amount of Sixteen Thousand Dollars ($16,000).

Description:
Topic: Bus Shelter Art
Background:
The Public Art Advisory Board published and selected artists for their first RFP, art on the City's bus shelters. The RFP listed eight (8) specific bus shelters around Park City and artists were asked to submit designs for art on the shelters. Total project budget of $64,000. A maximum of $8,000 was allocated for each shelter.

The following criteria was used to select the proposals.

a) Stimulate Excellence in Public Art
Qualifications and quality of previous work.
Quality of submission
Experience in comparable projects, including collaborating with architects and other professionals

b) Enhance Bus Stop's Identity and Place
Familiarity with the community, its history and identity.
Appropriateness of work to site and context.

c) Contribute to Community Vitality
Experience in developing art projects that bring people together and create gathering spaces.
Experience using public art to encourage civic dialog.

d) Use Resources Wisely
Sustainability of previous projects.
Ability to work within the timeline.
Experience in working within timelines and budgets.
Feasibility and ease of installation

e) Uphold the Required Elements for a Bus Shelter
Safety in a public setting
Preservation of safety aspects in the original shelter design

Twenty-one artists submitted proposals in response to the RFP; some artists submitted multiple proposals. The Public Art Advisory Board selected eight proposals. The City Council approved the first four (4) contracts for the art on bus shelters in May. Three (3) contracts are for new shelters: Library East, Library West, and Adolphs.

Analysis:
Staff advertised for the Request for Proposals in the Park Record and Salt Lake Tribune. A selection panel of the Art Advisory Board and City staff rated the proposals based on the criteria as outlined in the RFP. The selection panel first rated the proposals and then called in eleven artists for interviews. The Public Art Advisory Board recommends that Council authorize the City Manager to enter into a contract with John Helton for the Library East bus shelter on Park Avenue; and, William Littig for the Library West bus shelter on Park Avenue and the shelter near Adolph's on Kearns Boulevard.

Each bus shelter was designed with a theme.
<u>Library East</u>
The shelter will incorporate sculptures that contemplate the notion that there are many levels, waves, currents and planes co-existing and interacting at any given moment creating a cosmic rhythm, and unseen, but often felt, symphony of energy. The shapes will reflect the fluidity of skiing and skating and the angularity of Utah's cliffs and mountains. A copper cladding technique will enhance the hand-made organic quality of the sculpture.

<u>Library West</u>
"Good Book" shelter states that knowledge is the great protector. The shelter will incorporate books and elements found in a library.

<u>Adolphs</u>
"East" shelter will reflect the heritage of Park City with the international populations that contributed to the work forces and, of late, the play force. The railroad brought Chinese workers. Each community had their own district and a few had decorative influences on local buildings. This shelter will reflect that.

Department Review:
All applicable departments have reviewed the proposals and all comments have been incorporated into the report.

Alternatives:

Approve the Request:
Authorize the City Manager to enter into Service Provider contracts in a form to be approved by the Legal Department with John Helton, in the amount of Eight Thousand Dollars ($8,000.00); and William R, Littig for an amount of Sixteen Thousand Dollars ($16,000).

Deny the Request:
The Council could decide to no longer proceed with the project, leaving the proposed bus shelters in their current condition.

Continuance:
Delaying a decision would delay the proposed schedule and possible completion of the art installation on the bus shelters.

Do Nothing:
Delay would impact the project schedule.

Significant Impacts:
The Art Advisory Board had a total of $200,000 to spend on public art. The award of these bus shelter contracts (two contracts for three bus shelters) would reduce the amount to $124,000.

Consequences of not taking the recommended action:
Delay would impact the project schedule and postpone the installation date of the art.

Recommendation:
Authorize the City Manager to enter into service provider contracts (attached) for the Bus Shelter Art projects in a form to be approved by the Legal Department with John Helton, in the amount of Eight Thousand Dollars ($8,000.00); and William R, Littig for an amount of Sixteen Thousand Dollars ($16,000).

Exhibits
Exhibit A—Contract form
Exhibit B—Scope of Services Helton
Exhibit C—Scope of Services Littig

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of __________, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation ("City"), and ARTIST NAME ("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 artistic, technical, and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. SCOPE OF SERVICES:

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Eight Thousand Dollars ($8,000.00)**.

2. TERM:

The term of this Agreement shall commence on --- , 2005 and terminate on --- , 2005. Time is of the essence in the performance of this Agreement. Service Provider acknowledges and agrees that the City will suffer financial loss if the installation of the finished work product ("Work") is not completed within the time stated herein. Service Provider shall be liable to the City and shall pay to the City the sum of one hundred dollars ($100.00) damages for each calendar day of delay beyond the June 30, 3005 deadline herein until the installation of the Work is completed and approved by City.

3. COMPENSATION AND METHOD OF PAYMENT:

A. Payment for said Project shall be made to Service Provider by the City as follows: Twenty-five percent (25%) of the Contract Price upon execution of this Agreement; twenty-five percent (25%) upon approval by the City of "Construction Documents"; twenty-five percent (25%) upon completion of the Work prior to installation; and twenty-five percent (25%) upon approval from the Park City Building Department and completed installation of the Work, acceptance of the installed Work by the City and delivery to the City of a Conditional Lien Waiver and Release in favor of the City executed by Service Provider, conditional upon receipt by Service Provider of the final payment of twenty-five percent (25%).

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

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

4. REPRESENTATIONS AND WARRANTIES:

Service Provider represents and warrants to the City that:

A. Materials and Workmanship: The materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by Exhibit A attached hereto, the Work will be free from defects and faults in material and workmanship and the Work will conform to the requirements of Exhibit A;

B. Copyright: Neither the Work nor its components infringe or violate any copyright or patent right held by any person;

C. Title: Title to the Work and all materials and components thereof will pass to the City upon receipt of final payment by Service Provider free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens," and no materials incorporated into the Work have been acquired subject to an agreement under which an interest therein or an encumbrance thereon has been retained by the seller; and

D. No Finders Fees: All negotiations relative to this Agreement and the transactions contemplated by and under this Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against the City for a finder's fee, brokerage commission, or other like payment.

5. RIGHT TO INSPECT WORK IN PROGRESS:

A. Service Provider shall provide the City access to the Project in preparation and progress wherever located. Whenever the City considers it necessary or advisable for the implementation of the intent of this Agreement, the City will have authority to inspect the Work and to require special inspection or testing of the Work or its components to ascertain whether it is in accordance with the Construction Documents attached as Exhibit A. If such inspection or special inspection or testing reveals a failure of the Work or the components thereof to comply with the requirements of the Construction Documents, Service Provider shall bear all costs of such inspection or special inspection or testing and the correction of the defective Work, including compensation for the City's additional services made necessary by such failures; otherwise, the City shall bear the costs of such inspection and testing. Service Provider shall not be relieved from the obligation to fabricate and produce the Work and to install the Work in accordance with the Construction Documents by reason of the City's failure to reject the Work or any component thereof or by any inspections, tests or approvals performed by the City.

B. In the event the City does not find the Work, as it progresses, fulfilling the City's requirements, or it does not comply with the Construction Documents, the City has the option at any time and for any reason to terminate this contract. Payment will be made to Service Provider for the Project completed to date of termination. The state of the completion of the Project and the amount which may be due hereunder shall be determined solely the City. If such termination is due to a substantial variance from the Construction Documents set forth in Exhibit A or otherwise provided by Service Provider, the City shall have the option of paying nothing hereunder and of requiring repayment by Service Provider of any sums previously paid by the City. Upon such termination, Service Provider shall retain all rights to the concept, design, and the Work itself, including the right to complete, exhibit and sell the Work. However, upon such termination, the City shall have the right to require the Work itself be removed from the property of the City.

C. Service Provider agrees to accommodate reasonable requests by City for access to the Project in preparation and progress for the purpose of promoting the arts and fostering artistic instruction and education.

6. <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.

7. <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.

8. <u>HOLD HARMLESS INDEMNIFICATION</u>:

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, including but not limited to the following:

A. The Project or the performance of Service Provider, his representatives or employees under the provisions of this Agreement provided that this agreement and covenant shall not extend to any loss, damages or injury sustained by any person or persons, or damage to property or economic interests, or any expenses, including reasonable attorneys’ fees incurred thereby, resulting from:

(1) the misuse of the Work by any person or persons other than Service Provider;

(2) the maintenance of the Work by any person or persons other than Service Provider; or

(3) the negligence of any person or persons other than Service Provider, his representatives or employees or persons for whose acts Service Provider may be liable;

B. The breach of any representation or warranty contained in Paragraph 4 herein;

C. Any lien against the Work or property owned by the City arising from the fabrication and production or installation of the Work or any claim against the City for labor, materials, equipment or services provided by any person in the fabrication, production or installation of the Work. In any and all claims against the City or its officers, agents or employees, by any employee of Service Provider or anyone directly or indirectly employed by Service Provider or for whose acts Service Provider may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for Service Provider or anyone directly or indirectly employed by Service Provider or anyone for whose acts Service Provider may be liable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. <u>INSURANCE</u>:

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

A. General Liability insurance written on an occurrence basis with limits no less than one-half million dollars ($500,000);

B. The City shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

C. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. If applicable, Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

10. <u>TREATMENT OF ASSETS</u>:

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

B. <u>Duplication of Work</u>: Service Provider retains all rights under the Federal Copyright Act and all other rights in and to the Work except ownership and possession, and except as such rights are limited by this Agreement. In view of the intention that the Work in its final dimension shall be unique, Service Provider shall not make any additional duplicate reproductions of the final Work, nor shall Service Provider grant permission to others to do so except with the written permission of the City. Service Provider grants to the City and its assigns an irrevocable license to make two dimensional reproductions of the Work for noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner. Wherever practicable, City shall make reasonable efforts to include Service Provider's name in any such advertisement, brochure, media publicity, catalog or other similar publication in which the Work appears. Noncommercial purposes shall include the sale of such publications by the City at a nominal fee.

C. <u>Location</u>: The Work shall be installed as required by the City on the Bus Shelter at the location specified in attached Exhibit A. The Work shall remain at this location for a minimum of three (3) years from the date of this Agreement unless there exists a good and legitimate reason for the City to move the Work to a different location or unless otherwise agreed between the City and Service Provider. Following the expiration of said three-year period, should City desire to relocate the Work, the City shall first attempt to obtain the recommendation of Service Provider concerning such relocation; however, the City shall not be bound by such recommendation.

D. <u>Repair or Restoration</u>: Where, in the opinion of the City or Service Provider, repairs and/or restoration of the Work are required for which Service Provider is not responsible pursuant to the terms of this Agreement, the City shall, when reasonably practicable, give Service Provider the opportunity to accomplish such repairs and/or restoration if a reasonable fee can be agreed upon between the City and Service Provider. Nothing herein shall obligate the City to make such repairs and/or restoration nor to contract with Service Provider to accomplish such repairs and/or restoration.

E. <u>Independent Sale</u>: If in the future the City wishes to sell the Work separate and apart from any real property to which the Work may be integrated or affixed, Service Provider shall, when reasonably practicable, be given a right of first refusal to purchase the Work from the City. This Paragraph is not intended to give Service Provider any rights if the Work is sold by the City as part of or the consequence of the sale of the City's interests in real property. The rights of Service Provider under this Paragraph shall expire after fifteen (15) years from the date of execution of this Agreement; and said rights shall be specific to Service Provider personally and shall not be transferred, assigned, pledged or levied upon, nor shall they pass by way of inheritance or other operation of law to any third person.

F. Notice: Service Provider agrees to keep the City notified in writing of changes in Service Provider's address, and failure to do so shall be deemed a waiver of Service Provider's right of first refusal in Paragraph 9E above.

G. Warranty: If, within one year after the date of the completion of installation of the Work and acceptance by the City, the Work or any component or material thereof is found to be defective or to not be in accordance with the Construction Documents attached as Exhibit A, Service Provider shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given Service Provider a written acceptance of such condition. This obligation shall survive acceptance of the Work under this Agreement and termination of this Agreement. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to any other obligation which Service Provider might have under this Agreement, including Paragraph 4 herein. The establishment of the time period of one year after completion of installation and acceptance by the City relates only to the specific obligation of Service Provider to correct the Work, and has no relationship to the time within which Service Provider's obligations to comply with the Construction Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish Service Provider's liability with respect to an obligation other than to specifically correct the Work.

11. COMPLIANCE WITH LAWS:

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

B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

12. 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.

13. ASSIGNMENTS/SUBCONTRACTING:

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

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

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

14. 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.

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. TERMINATION:

Either party may terminate this Agreement, in whole or in part, at any time, by at least ninety (90) 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.

18. NOTICE:

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

19. ATTORNEYS FEES AND COSTS:

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

20. 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.

21. 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.

22. FORCE MAJURE:

If any party to this Agreement shall be delayed or prevented from the performance of any act required hereunder by reason of a strike, labor trouble, acts of God or any other cause beyond the reasonable control of such party (financial inability excepted), and such party is otherwise without fault, then performance of such act shall be excused for the period of the delay.

23. ENTIRE AGREEMENT:

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

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Ave
P.O. Box 1480
Park City, UT 84060-1480

____
Tom Bakaly, City Manager

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Polly Samuels McLean, Assistant City Attorney

ARTIST NAME
Address

____
Artist Name

ACKNOWLEDGMENT

STATE OF _____________)
) ss.
COUNTY OF _______________)

On this ___ day of _______________, 2005, before the undersigned notary public, personally appeared ______________________, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

____
Notary Public

Exhibit B—Scope of Services Helton

SCOPE OF SERVICES: LIBRARY EAST

The Project will be bound by the specifications referenced herein, according to the City's Request for Proposals, the General Project Requirements and Specifications provided by City, and Service Provider's Proposal for the Art in City Bus Shelters Project, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with the Contract Documents, this Agreement shall control.

All elements of the Project shall be designed, fabricated, installed, and constructed in compliance with all applicable building and development codes, including but not limited to the Municipal Code of Park City, Park City Land Management Code, and International Building Code, as amended. All on-site Project work shall be inspected for compliance with applicable codes by Park City staff, including but not limited to the Building and Engineering Departments.

1. **Site Location, Description, and Regulations**:
The artwork Service Provider will construct for Park City a "Copper" shelter incorporating a copper cladding technique over a wood core sculpture.

2. **Project Description**:
See Request for Proposals and Service Provider's Proposal for the Art in City Bus Shelters Project.

3. **Task List**:

a. Construction Documents
Service Provider shall design the Project in a manner materially consistent with the Contract Documents and shall deliver to the City completed Design Plans and Engineered Construction Documents on or before September 2, 2005. Design Plans and Construction Documents are subject to review and final approval by the City, including but not limited to its Building and Engineering Departments. Engineered Construction Documents shall be reviewed pursuant to the International Building Code, 2003 edition.

b. Sculptural Fabrication
Service Provider shall fabricate all Art Elements of the Project pursuant to the approved Design Plans and Construction Documents on or before September 19, 2005.

c. Delivery & Installation of Art on Site
(1) Delivery to Site
(2) Art Installation
Service Provider shall deliver the Art to the Project Site and install the Art pursuant to the approved Construction Documents on or before September 30, 2005.

4. **Warranty**

Service Provider shall warranty the Project for material and workmanship for a period of one (1) year following Project completion and acceptance by the City.

Exhibit C—Scope of Services Littig

SCOPE OF SERVICES: Good Book – Library West and East Shelter - Adolphs

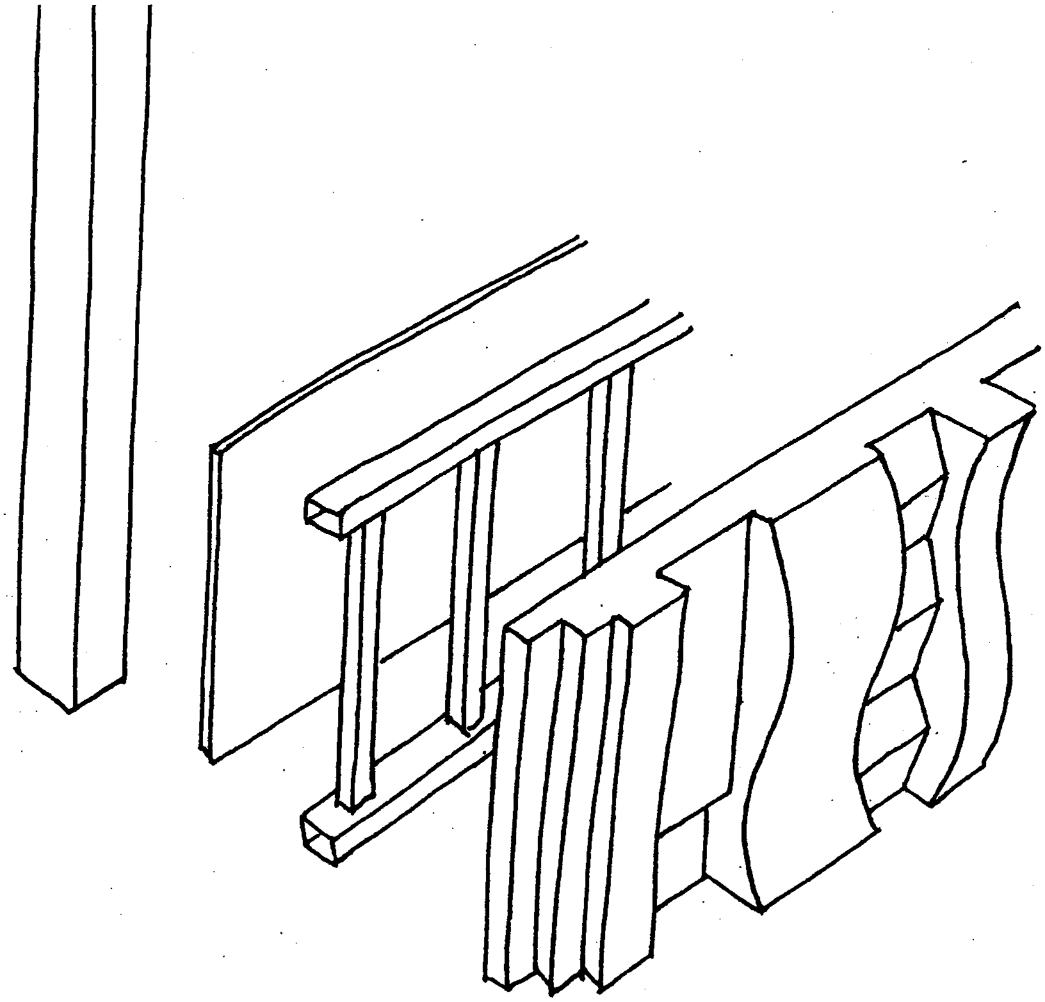
The Project will be bound by the specifications referenced herein, according to the City's Request for Proposals, the General Project Requirements and Specifications provided by City, and Service Provider's Proposal for the Art in City Bus Shelters Project, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with the Contract Documents, this Agreement shall control.

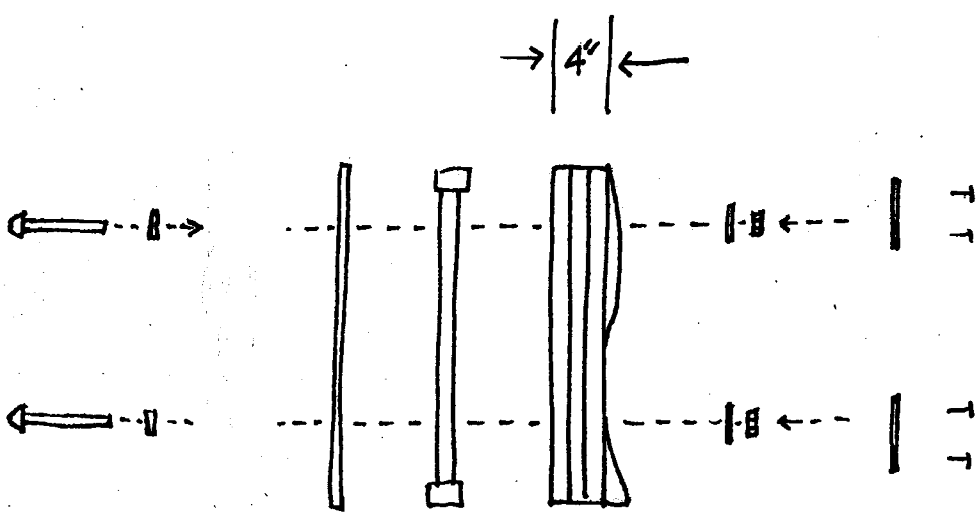
All elements of the Project shall be designed, fabricated, installed, and constructed in compliance with all applicable building and development codes, including but not limited to the Municipal Code of Park City, Park City Land Management Code, and International Building Code, as amended. All on-site Project work shall be inspected for compliance with applicable codes by Park City staff, including but not limited to the Building and Engineering Departments.

1. **Site Location, Description, and Regulations**:
   The artwork Service Provider will construct for Park City a "Good Book" shelter (Library West) with the rooftop becoming book-like with the spine up and the pages spread to form the rood. Below the windows will be cast stacks of books. Bookends could support the bench indoors and poetry could cover the ceiling.
   The artwork Service Provider will construct for Park City a "East" shelter (Adolphs) with a new fascia to the eaves and along the roof pitch. Painting the shelter a warm color and possibly materiall references in the panels below the windows.
2. **Project Description**:
   See Request for Proposals and Service Provider's Proposal, Exhibit C, for the Art in City Bus Shelters Project.
3. **Task List**:
   a. Construction Documents
      Service Provider shall design the Project in a manner materially consistent with the Contract Documents and shall deliver to the City completed Design Plans and Engineered Construction Documents on or before September 2, 2005. Design Plans and Construction Documents are subject to review and final approval by the City, including but not limited to its Building and Engineering Departments. Engineered Construction Documents shall be reviewed pursuant to the International Building Code, 2003 edition.
   b. Sculptural Fabrication
      Service Provider shall fabricate all Art Elements of the Project pursuant to the approved Design Plans and Construction Documents on or before September 19, 2005.
   c. Delivery & Installation of Art on Site
      (1) Delivery to Site
      (2) Art Installation
      Service Provider shall deliver the Art to the Project Site and install the Art pursuant to the approved Construction Documents on or before September 30, 2005.
4. **Warranty**

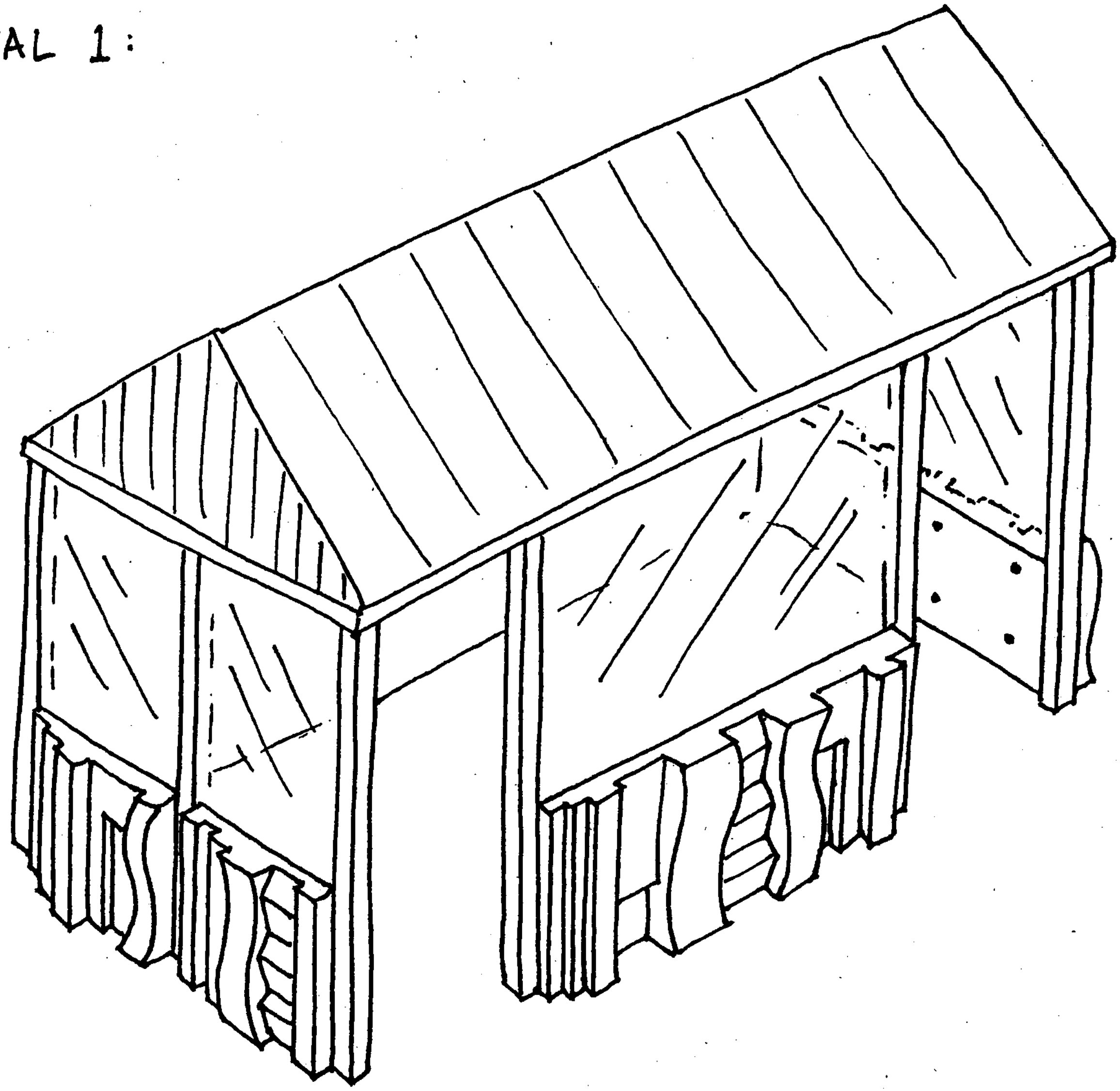
Service Provider shall warranty the Project for material and workmanship for a period of one (1) year following Project completion and acceptance by the City.

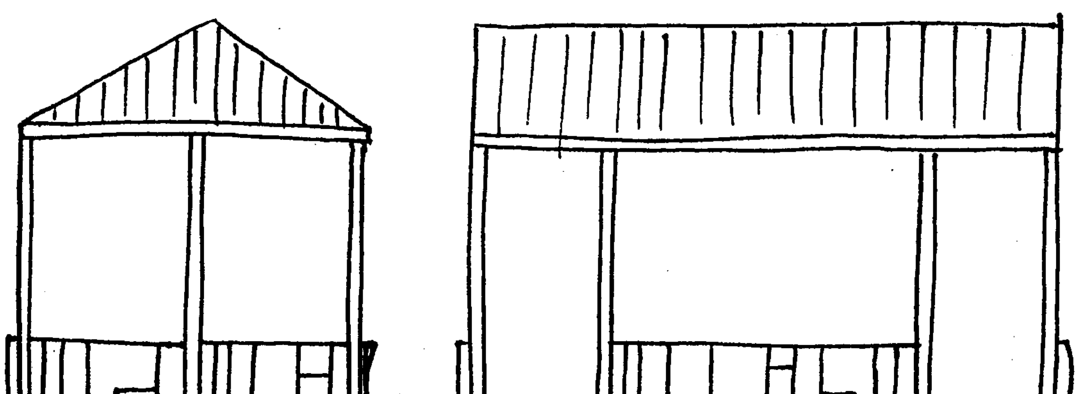
PROPOSAL 1:





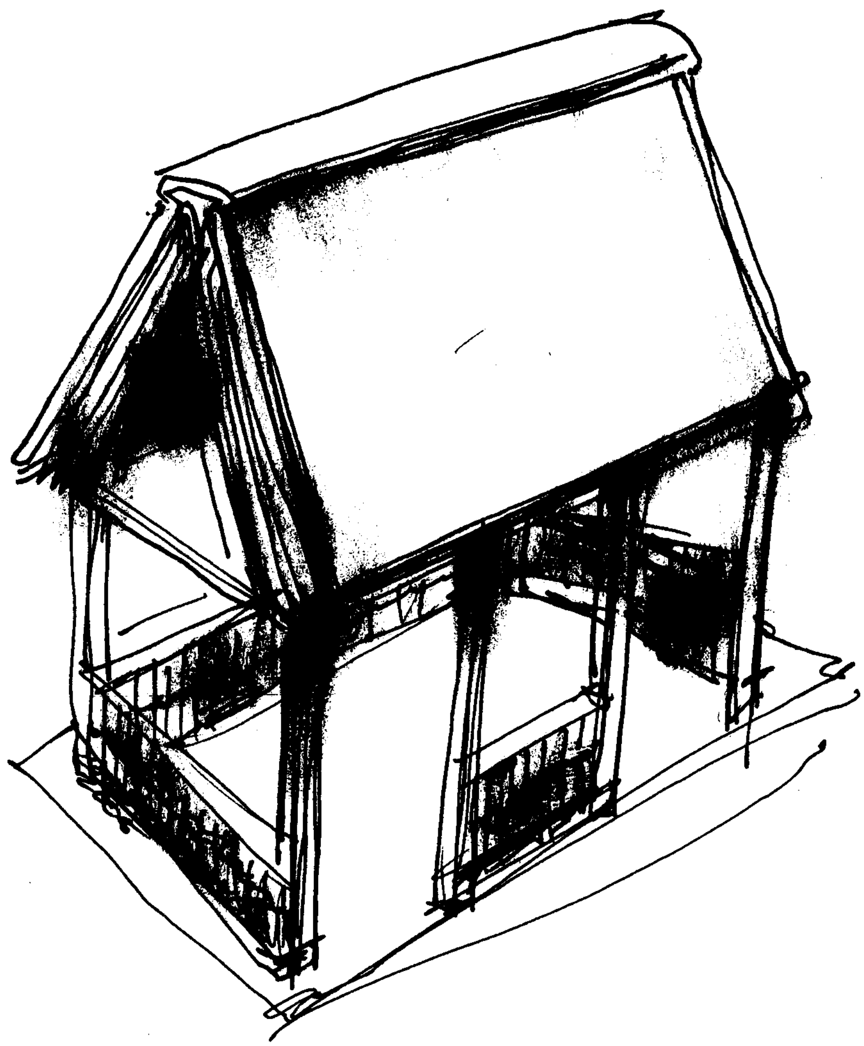
PROPOSAL 1:





LIBRARY BOOK

Book Shelf or
Shelved Book Siding



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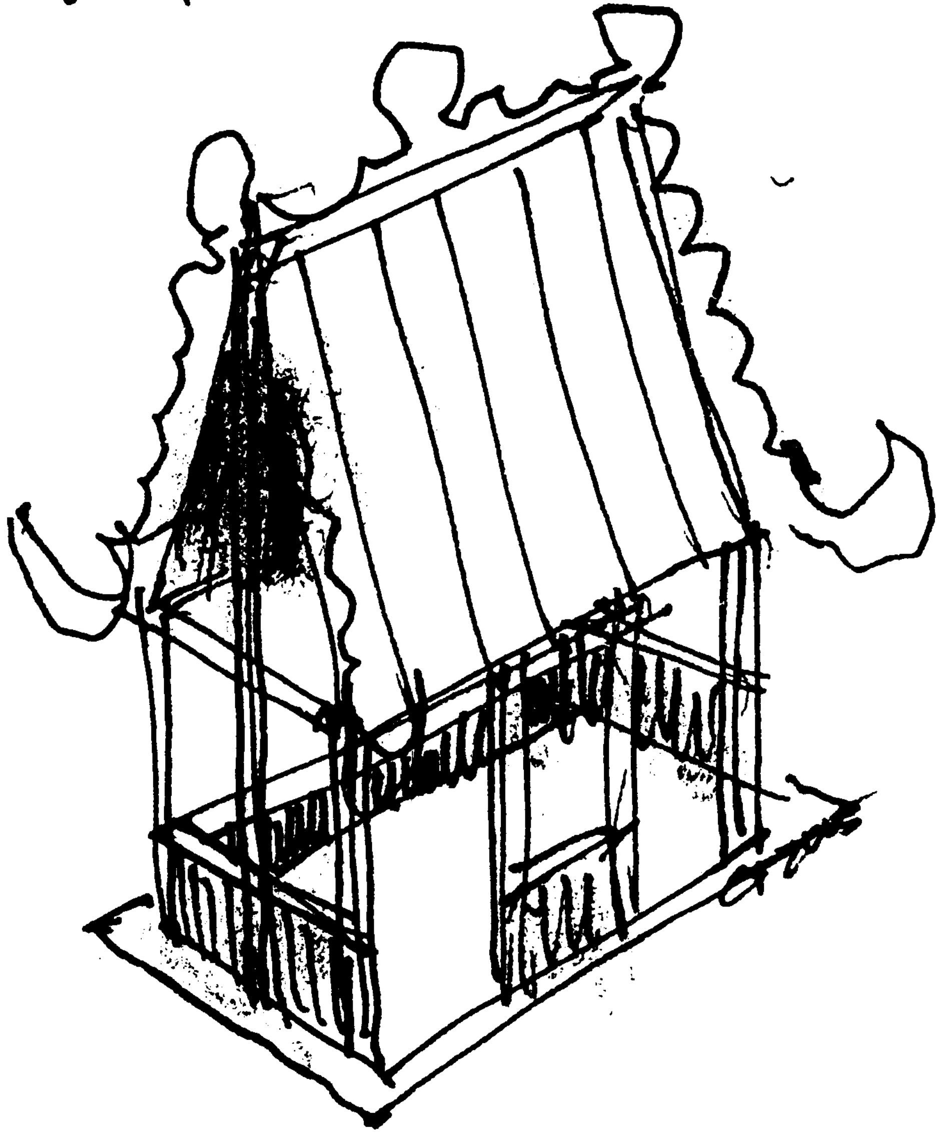

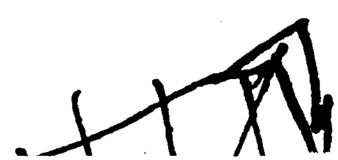

City Council
Staff Report

Author: Kent Cashel, Deputy Public Works Director
Subject: CITY OWNED PARCELS W/ DEVELOPMENT POTENTIAL
Date: March 24th, 2005
Type of Item: Discussion\Informational

PARK CITY 1884

Public Works

Summary Recommendations:
Staff requests that City Council provide direction on the attached draft strategic plan for City owned parcels with development potential. Staff will incorporate the direction received into a final strategic plan for Council adoption. The resulting strategic plan would not bind the City to any particular use for a given parcel but would provide more clarity and direction to City Council, Staff and third parties on the intended use of City owned parcels with development potential.

Description:
Background:
The City owns hundreds of parcels of land. The size of these properties range from easements consisting of a few hundred square feet to 30- 40 acre parcels with development potential. This not including thousands of acres of protected open space.

As land with development potential within the area becomes increasingly scarce both the market and strategic value of these parcels rise. Looking forward the City's need for additional administrative offices, operations facilities, and recreation and affordable housing facilities will grow and require real estate to develop these facilities on. The City Manager directed Staff to form a cross functional team in December of 2004 to complete the following five tasks:

- Compile an inventory of City owned parcels with development potential.
- Compile a list of City needs or projects that are currently being considered.
- Develop a draft strategic plan for the use of City owned parcels with development potential.
- Present this draft strategic plan to Council for input and direction.
- Integrate Council and community input into a final strategic plan and present to Council for final adoption.

The City Property Team was formed with the following members:

Patrick Putt	Planning
Rick Ryan	Public Safety

Colin Hilton	Capital Projects & Economic Development
Alison Butz	Special Events
Gary Hill	Budget, Grants & Debt
Ken Fisher	Recreation
Eric Dehaan	Engineering
Kent Cashel	Public Works

Analysis:
The committee determined that it was not within the scope of this effort to develop a strategic plan for each of the hundred of parcels owned by the City. The criteria to determine whether or not a City owned property was included in the draft strategic plan were as follows:

- Raw land.
- Properties of ½ acre or larger.
- No parcels purchased for open space.
- No right of way or easements.

This criterion was not applied in a hard and fast sense but as a general guideline. Sixteen (16) parcels were ultimately included for initial policy consideration. Council has discussed historic structures in the past and only two of those are discussed again here.

To identify City needs or projects that are currently being considered the committee tasked members to interview staff in their respective functional areas and compile these needs and projects. These City needs and projects were then put on a list of potential uses on any property that could be used to develop these projects.

Staff then determined what parcel characteristics would assist in determining feasibility and fit of each identified project. The ten (10) characteristics settled upon are:

1. Location
2. Property Description
3. Ownership (City, MBA, or RDA)
4. Property Market Value
5. Zoning
6. Current Use
7. Identified Potential Uses
8. Environmental Issues
9. Miscellaneous Issues
10. Easements

Tables containing the 10 identified characteristics as well as the committees recommended use for each of the parcels are found below:

Baingo\Wortley # 1 Parcel

Location	Eastern edge of City on north side of SR248.
Description	Approx 8 Acres. (Aerial photo attached)
Ownership	City
Parcel Market Value	No current appraisal available
Zoning	RD, ECPZ
Current Use	None
Identified Potential Use	Recreation Use (Identified as potential BMX track). Affordable Housing. Public Works Expansion. Park and Ride.
Environmental Issues	None
Miscellaneous Issues	Utilities (water and sewer) are distant from site
Easements	None
Recommended Use	**Recreation Use:** Given the ECPZ zoning and utility access issues this site presents many development challenges. The committee recommends a recreational use for this parcel. The parcel has been identified as the potential site by the Recreation Advisory Board for a future BMX track. The BMX track planned to be temporarily at the Old Sewer Treatment parcel is currently developed as a concept only. Funding for this project exists in CIP funds.

Baingo\Wortley # 2 Parcel

Location	Eastern edge of City on south side of SR248.
Description	Approx 14 Acres. (Aerial photo attached)
Ownership	City
Parcel Market Value	No current appraisal available
Zoning	ROS, ECPZ
Current Use	Public Works Snow\Materials Storage.
Identified Potential Use	Public Works Snow\Materials Storage.
Environmental Issues	Most likely soil contamination.
Miscellaneous Issues	Wetlands protection will be necessary if City chooses to continue snow\materials storage at this site.
Easements	None.
Recommended Use	**Snow Storage.** Proximity to City makes this site invaluable to snow removal efforts as is evident by volume of snow stored there this year.

Baingo\Wortley # 3 Parcel

Location	Eastern edge of city on south side of SR248 (South side of Rail Trail).
Description	Approx 14 Acres. (Aerial photo attached)
Ownership	City
Parcel Market Value	No current appraisal available.
Zoning	ROS, ECPZ
Current Use	None
Identified Potential Use	No projects identified by Staff
Environmental Issues	None
Miscellaneous Issues	Access to site is somewhat limited.
Easements	None
Recommended Use	No current projects identified by Staff

North Forty Parking Area Parcel

Location	West side of PC hill between SR248 and Meadows Drive.
Description	73.5 acres. (Aerial photo attached)
Ownership	Municipal Building Authority (MBA)
Parcel Market Value	No current appraisal available
Zoning	ROS
Current Use	Parking for recreation fields.
Identified Potential Use	Parking for recreation fields, Recreation storage, Right of way for eastern access road into Park Meadows from SR 248, Trade\Sell.
Environmental Issues	Wetlands along west side of parcel.
Miscellaneous Issues	Historic structure on site. Much of site is very steep hillside.
Easements	Osguthorpe Single family easement on north end of parcel.
Recommended Use	**Current Recreation Field Parking.** Current use for parking fills need generated by recreation fields. Parcel has the potential to serve as right of way for an eastern access route into Park Meadows\Fairway Hills area if this route was deemed appropriate at some point in the future.

Old Sewer Plant

Location	East of SR 224 on south side of Holiday Ranch Loop Road between Holiday Ranch Loop Road and Saddle View Way..
Description	Approx 8.45 acres (Aerial photo attached)
Ownership	City
Parcel Market Value	No current appraisal available
Zoning	ROS
Current Use	Trail along the west side of parcel, Parks and Golf materials storage and staging, Water well and pump house on NE corner.
Identified Potential Use	Fire Station, Park, Water Treatment Plant and infrastructure, Affordable Housing, Public works expansion, trade-sell.
Environmental Issues	Wetlands dissect property in several places.
Miscellaneous Issues	Situated in the flood plain. Old foundations are buried and would likely need removal to prep building site (park site could bury in place).
Easements	Trail
Recommended Use	**Park\Fire Station\Water Treatment Plant** The water treatment plant is a required use along the east side of property (next to the Divide and New Park Meadows wellheads). The Recreation Advisory Board has identified this as a potential site for a neighborhood park and a temporary BMX track. The site's geographic location makes it ideal for the placement of a fire station to provide fire suppression and medical response services to adjacent neighborhoods. The committee believes the packaging of essential water infrastructure, a neighborhood park and a fire station is the optimal identified use of this site. The fire station will provide an on-site security presence for the park and critical water infrastructure. The park provides a softening element for the water infrastructure and fire station.

	Funding for water projects has been identified and concept design and environmental work are underway. City could negotiate sale\trade\donation of site for fire station. Design and funding of the fire station would be provided by the PC Fire District. Funding for the park exists in the CIP.

Snow creek # 1 Parcel

Location	East Side of SR224 between Post Office and Snow Creek Drive.
Description	Approx 2.5 acre. (Aerial photo attached)
Parcel Market Value	No current appraisal available
Ownership	Lower Park Avenue RDA
Zoning	RDM, FPZ, SLO
Current Use	None
Identified Potential Use	Public Safety Complex, Sell or Trade, Visitor Center
Environmental Issues	None identified
Miscellaneous Issues	None identified
Easements	Trail, Doherty Ditch
Recommended Use	**Public Safety Complex** Council has directed staff to move forward with design of Public Safety Complex on this site. Committee believes this use of the site is appropriate.

Snowcreek # 2 Parcel

Location	West Side of SR224 directly east of post office west of Dan's shopping center and north of Snow Creek Drive.
Description	Approx 4.0 acres. (Aerial photo attached)
Parcel Market Value	No current appraisal available
Ownership	Lower Park Avenue RDA
Zoning	RDM, SLO
Current Use	None
Identified Potential Use	Affordable Housing.
Environmental Issues	Wetlands along west side of parcel.
Miscellaneous Issues	Providing access to site may be challenging.
Easements	Sewer and road, trail and Doherty ditch easements.
Recommended Use	**Affordable Housing** Given the lack of identified projects for this site, the RDM zoning, parcel proximity to transit and other amenities make an affordable housing project a viable use for this parcel. No specific design or funding for this project has been identified.

Shortline Parcel

Location	Northeast corner parcel at Deer Valley Drive and Shortline Road (south of Public Works directly west of Frontier Bank).
Description	Approx. 1 acre. (Aerial photo attached)
Ownership	City
Parcel Market Value	No current appraisal available
Zoning	General Commercial FPZ
Current Use	Vacant dirt lot
Identified Potential Use	Public works expansion, trade-sell.
Environmental Issues	Lies within Soil Protection ordinance boundaries (capping mandatory).
Miscellaneous Issues	None identified
Easements	Parking easement for eight spaces granted to Copperbottom Inn along west frontage with Shortline Road. Any project constructed on this site will have to accommodate these spaces.
Recommended Use	**Public Works Expansion\Trade or Sell** This location adjacent to the Public Works facility make a portion of the parcel viable for Public Works expansion. Its immediate location would help control operating costs that would increase with a more distant location. The portion of the property fronting on Deer Valley Drive maybe appropriate to sell fro office\commercial use. Transit in particular has immediate (0-2 years), intermediate, (3-7 years) and long term (7-20 year) needs for expanded equipment storage and maintenance bays. While the Shortline parcel will accommodate immediate and intermediate needs it is not clear that space is adequate to fill long term needs. Staff has developed a conceptual site plan to help visualize how a portion of the site could be utilized to fill Public Works intermediate space needs. (See attached site plan). Additional research may indicate it is a better long term strategy for Transit to seek a new site perhaps in the Quinn's junction area. The committee believes the city should hold this property for a Public Works expansion project and if it is determined an alternate site is more viable then the parcel could be sold or traded to fund that alternate site.

North Library Parcel

Location	Recreation field located north of City library
Description	Approximately 1 acre (Aerial photo attached)
Ownership	City
Parcel Market Value	No current appraisal available
Zoning	ROS
Current Use	Recreation field and unregulated parking
Identified Potential Use	Recreation field, small affordable housing project at north end of field.
Environmental Issues	None identified
Miscellaneous Issues	None identified
Easements	None identified
Recommended Use	**Current Recreation\Affordable Housing.** The committee believes that given the parcels location to transit and other services the parcel is a viable candidate for a small (2-4 units) affordable housing project on the north end of the parcel. This small project would be located at the north end of the parcel leaving space for recreational use (approximately the length of a football field) between the library and housing project. No design or funding for this project has been identified.

Wisnewski Parcel

Location	148 Main Street
Description	Approx. ¼ acre. (Aerial photo attached)
Ownership	City
Parcel Market Value	No current appraisal available
Zoning	HR-2
Current Use	Vacant dirt lot
Identified Potential Use	Trade\Sell (with relocated historic structure currently located on Colman parcel).
Environmental Issues	None identified.
Miscellaneous Issues	Flood Plain.
Easements	Critical water flow course.
Recommended Use	**Trade\Sell** (with relocated historic structure located on Colman parcel) The committee concurs with the plan for this parcel previously recommended by Staff and the Historic Preservation Board. Given location in historic district relocating structure from Colman parcel will make structure more attractive and improve likelihood outside party would purchase and restore. Funding for the interpretive parks project exists in the neighborhood parks CIP.

Colman Parcel

Location	Located between Hillside Avenue and Swede Alley
Description	Approx. 1 acre (Aerial photo attached)
Ownership	City
Parcel Market Value	No current appraisal available
Zoning	HR-1, HR-2
Current Use	Vacant Dirt lot.
Identified Potential Use	Interpretive Neighborhood Park, Green Space
Environmental Issues	Within Soils Ordinance Boundaries (capping mandatory).
Miscellaneous Issues	Flood Plain, Historic Structure on Site, Limited access to site.
Easements	Critical Water Flow Course
Recommended Use	**Interpretive Neighborhood Park\Green Space** The committee concurs with the plan for this parcel previously Staff and the Historic Preservation Board. Given location in historic district, flood plain and limited access to the site make an interpretive neighborhood park\green space a viable and beneficial use. Historic structure on site could be relocated to Wisnewski parcel (just west of Coleman parcel). The sale of the historic structure and parcel could require investor to restore historic structure.

Colman (Prospect Ridge) Parcel

Location	NE corner of Hillside and Main.
Description	Approximately 8.29 acres. (Aerial photo attached)
Ownership	City
Parcel Market Value	No current appraisal available
Zoning	ROS
Current Use	Open Space with trail and small parking area on Prospect drive.
Identified Potential Use	Open Space\Trail.
Environmental Issues	Within Soils Ordinance Boundary.
Miscellaneous Issues	Very steep slope.
Easements	None identified
Recommended Use	**Open Space\Trail.** The committee believes that current use of this parcel as open space\trail is its best and highest use. This conclusion was based upon the slope of the parcel, its natural and visual qualities, and the lack of any other identified projects for the parcel.

Pechnik Parcel

Location	154 Marsac Avenue
Description	Approximately 1500 sq'
Ownership	Main Street RDA
Parcel Market Value	No current appraisal available
Zoning	HR-2
Current Use	None
Identified Potential Use	Sell or trade for use in affordable housing project.
Environmental Issues	Within Soils Ordinance Boundary
Miscellaneous Issues	Very steep slope
Easements	
Recommended Use	**Sell\Trade (for use in affordable housing project).** The committee believes the size of this parcel limits its use in most projects. However its proximity to other privately held parcels makes it a strong sell\trade candidate to be used as part of an affordable housing project.

Pace Parcel #1-3

Location	Summit County south of I-80 east of Rails to Trails. In vicinity where east I-80 enters Silver Creek Canyon.
Description	169.38 Acres (not identified on site map)
Ownership	MBA
Parcel Market Value	No current appraisal available
Zoning	Summit County
Current Use	None
Identified Potential Use	Trade\Sell (Golf Course) Open Space
Environmental Issues	None identified
Miscellaneous Issues	None identified
Easements	None identified
Recommended Use	**Hold\Sell\Trade** Staff recommends the city continue to explore potential uses for this parcel. The city has recently been approached by a developer concerning the construction and donation of a golf course on this parcel. These discussions are currently in a concept stage only. Prior discussions with the private sector have involved a potential equestrian facility.

Pace Parcel #4 – Tailings Parcel

Location	South side of I-80 at mouth of Silver Creek Canyon.
Description	49.13 Acres (not identified on site map)
Ownership	MBA
Parcel Market Value	No current appraisal available
Zoning	Summit County
Current Use	None
Identified Potential Use	None identified
Environmental Issues	Soils issues
Miscellaneous Issues	Any construction on this site prior to July 28th, 2036 requires prior written authorization of Standley, Arvill and Pearl Pace as per sales agreement.
Easements	None identified
Recommended Use	**Hold** Given environmental issues and sales agreement limitation on development the sale or development of this parcel will be challenging No City projects have been identified for this parcel.

Braser - Naniloa Parcel

Location	North side of I-80 at mouth of Silver Creek Canyon.
Description	9.51 Acres (not identified on site map)
Ownership	MBA
Parcel Market Value	No current appraisal available
Zoning	Summit County
Current Use	None
Identified Potential Use	None identified
Environmental Issues	Soils issues
Miscellaneous Issues	None identified
Easements	None identified
Recommended Use	**Hold\Sell\Trade** Staff recommends the city continue to explore potential uses for this parcel.

Next Steps:
Staff is in need of specific direction on the following items:

- Does Council wish to focus on a subset of the group of parcels identified here (2-3 parcels) or look at all of the parcels identified in this report?

-What level\type of community involvement would Council like to pursue (e.g., Staff could conduct an open house prior to final adoption)?

Department Review:
This report has been reviewed and commented on by the City Manager, Planning, Engineering, Affordable Housing, Economic Development, Recreation, Budget, Recreation and Public Works.

Recommendation:
Staff requests that City Council provide direction on the attached draft strategic plan for City owned parcels with development potential. Staff will incorporate the direction received into a final strategic plan for Council adoption in May of this year. The resulting strategic plan would not bind the City to any particular use for a given parcel but would provide more clarity and direction to City Council, Staff and third parties on the intended use of City owned parcels with development potential.

City Council
Staff Report

Author:	**Stacey Noonan**
	General Manager Quinn's Sports Complex
Subject:	**Resurfacer Purchase for the Quinn's Junction Ice Arena**
Date:	**August 18, 2005**
Type of Item:	**Award of Bid**

Summary Recommendation - Staff recommends approval to purchase an electric powered resurfacing machine from Frank J. Zamboni & Co., Inc. at the cost of $88,410 to build and maintain ice at the new arena.

Description:

Topic: Resurfacer Purchase for the Quinn's Junction Ice Arena

Background:
Staff has an "Estimated Initial Furnishings, Fixtures & Equipment" (FF&E) budget of $302K. The most significant item within this budget is a resurfacer, estimated at $90K.

Analysis:
There are three companies in the United States that make resurfacers: Zamboni, Olympia, and Ukko. All three companies were asked to bid on electric and propane resurfacer models. Bids came in as follows:

COMPANY	TYPE	MODEL	PRICE
Zamboni	Electric	552	$ 88,410
Zamboni	Propane	540	$ 66,646
Olympia	Electric	Ice Bear	$135,500
Olympia	Propane	Millennium	$ 74,890
Ukko	Electric	Ice Cat	$ 89,500
Ukko	Propane		N/A

The Ukko is relatively new to the United States. After discussion with two arena managers who purchased a Ukko, the company has some serious "bugs" to work out of their machine. In fact, arena managers returned the Ukko machines for partial refunds and purchased either an Olympia or Zamboni machine.

The Olympia machine is powerful and better utilized for two ice sheet arenas. Even though down the road we may see two sheets of ice here, we are not budgeted for this much expense and would have to cut back on other needed FF&E items to cover the overage. Staff does not view this as a prudent use of funds.

The Zamboni resurfacer is a well known and highly recommended machine that suits the needs of our arena. Zamboni is the first ice resurfacer made and has been fine tuned over the years. Staff has experience with both the gasoline and propane Zamboni models and has been impressed with the equipment itself as well as the service from Zamboni. Staff also checked references from three arenas using the Zamboni electric model and the technicians had nothing but good things to say about this machine regarding ease of operation/maintenance and safety. Staff does not have to handle gas or propane which is dangerous and physically demanding if you are lifting propane tanks on and off the machine.

Through the use of the following selection criteria, the Zamboni model 552 was chosen: price, sustainable practices, long-term costs, safety, warranty, and delivery date.

Choosing the electric powered machine fits within the City's direction of promoting a sustainable community. The electric machine will not emit gasses that can jeopardize the health of the skaters and spectators. Electric models are more expensive up-front but over the life of the machine, they are actually less expensive due to the fact that you do not have an engine to service or fuel. Electric models are the safest machine because refueling is not required.

Summary

The resurfacing machine is critical to the operation of an ice arena. It builds and maintains the ice, the main product of the arena.

Funds for this anticipated cost were budgeted at $90K in the "Estimated Initial Furnishings, Fixtures & Equipment" budget. Staff is recommending that Council authorize the expenditure of $88,410 to purchase the Zamboni model 552 electric resurfacer.

Department Input & Review: This report has input and comments from the following departments: Economic Development & Capital Projects, Budget Manager, Special Events & Facilities Manager, Recreation Manager, and City Manager's Office.

Alternatives:

- Purchase a Zamboni model 552 electric resurfacer at 88,410. (staff recommendation)
- Purchase a Zamboni model 540 propane fueled resurfacer at $66,646.
- Purchase an Olympia Ice Bear electric powered resurfacer at $135,500 and cut the FF&E budget by $87,529.
- Purchase and Olympia Millennium Propane fueled ice resurfacer at $74,890.

Significant Impacts / Consequences of not taking the recommended actions:

Zamboni is requiring a purchase order by August 31, 2005 to guarantee a January 15, 2005 delivery date. Delayed action would not allow delivery of the machine by mid-January to allow time to install the first ice sheet for a February 2005 opening.

Staff Recommendation: Staff recommends approval to purchase an electric powered resurfacing machine from Frank J. Zamboni & Co., Inc. at the cost of $88,410 to build and maintain ice at the new arena.

Attachments:

Attachment #1 – Zamboni electric resurfacer model 552 specs