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

Closed Session - Executive Conference Room

2:00 p.m. Personnel, property and litigation

Work Session – City Council Chambers
3:30 p.m. Council questions/comments
3:45 p.m. Quarterly goals update
4:15 p.m. Planning Commission stipend
4:30 p.m. Policy on naming city property
Review of regular meeting:
5:00 p.m. Outdoor display of merchandise
5:30 p.m. MOU – Destination Tourism Partnership with Chamber
5:50 p.m. Break

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

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

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

V CONSENT AGENDA PUBLIC HEARINGS

1. Continuation of hearing on Ordinance approving the Arrow Leaf Lodge Condominium Record of Survey Plat, Park City, Utah

2. Continuation of hearing on Ordnance approving the Grand Lodge Record of Survey Plat, Park City, Utah

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

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

5. Ordinance amending Title 4, Chapter 3A, Section 7, Art Exhibit for Sale on Public Property, of the Municipal Code of Park City, Utah

6. Continuation of hearing on Ordinance approving a plat amendment for 1439 Woodside Avenue, Park City, Utah **(motion to continue to a date uncertain)**

VI CONSENT AGENDA

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5. Ordinance amending Title 4, Chapter 3A, Section 7, Art Exhibit for Sale on Public Property, of the Municipal Code of Park City, Utah

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

VII PLANNING COMMISSION RESIGNATIONS AND APPOINTMENTS

1. Acceptance of resignation of Bob Powers

2. Appointment of two members for terms expiring June 30, 2008 and one member to serve an unexpired term expiring June 30, 2006

VIII NEW BUSINESS

1. Award of contract to Gillig Corporation for the purchase of seven buses in the amount $1,613,976 or 80% to be paid by the Federal Transportation Administration and $403,494 or 20% to be paid by the City

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

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

- Staff presentation
- Public hearing
- Action

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.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 11, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meetings on Thursday, August 11, 2005.

Posted: 08/01/05
See www.parkcity.org

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

August 2005

11 **No meeting**
18 Electronic voting machines – Aziz
Ordinance amending the LMC – Planning Commission membership
Award of parking services contract
Resolution adopting a strategic plan for city-owned property with development potential
MFL – Literary Festival – Max
Contracts for bus shelter art
Ordinance - 257 McHenry plat amendment - Pat
25 Ordinance - Sign Code amendments – Ray
Affordable housing update - Phyllis

September 2005

1 Candidate Briefing
Ordinance - 860 Saddle View Way, Finnegan's Bluff Subdivision – Kirsten
5 Labor Day
8 Election Judge appointment (if Primary)
14-18 Summer Tour
15 **No meeting**
22
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

MEMO

PARK CITY 1884

Executive Department

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To: **City Council**
From: **Tom Bakaly, City Manager**
Subject: **2005 Council Goals Update**
Date: **August 4, 2005**

On August 4, 2005 we have scheduled time in work session (3:45-4:15 p.m.) to go over City Council goals and action items.

Attached is the latest quarterly summary of action on Council goals for the period of April 2005 – June 2005. We continue to tentatively add (in bold) new action items to your goal status report based upon individual input from Council members, the Mayor and staff. It would be helpful to get confirmation from the Council on August 4, 2005 that you would like these items officially added to your goal status report.

The report includes quarterly summaries related to traffic calming and neighborhood service requests. The work session on August 4, 2005 will provide a good opportunity for departments to provide operational updates on Council goals if requested.

2005 Park City Goals and Targets for Action
QUARTERLY STATUS REPORT
April – June, 2005

TOP PRIORITY					
Goal 1 *Quality Water*					
Target for Action	**Liaison/ Employee**	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Pipeline/Preferred Project Agreements Determine a preferred project with Weber Basin and Bureau of Reclamation	Williams/ Erickson/ Gibbs/Dunks	1. Complete Feasibility/Preferred Project Study by Bureau of Reclamation 2. Decision point – Park City/County may opt out 3. WBWCD Water Sales/Petition Agreement 4. Decision point – Park City and/or County may opt out	04/04 03/05 04/05 05/06	10/05 11/05 11/05	Ongoing Pending Pending Pending
2. Water Conservation Strategy and Actions Develop Outreach Education/Task Force Plan	Erickson/ Williams/ Gibbs/Dunks	1. Water Conservation Task Force 2. Conservation and Drought Plans 3. Water Conservation education program 4. User rates review 2005 Comprehensive Review **2006 Comprehensive Review** 5. Impact fee procedures review 2005 Comprehensive Review **2006 Comprehensive Review**	Monthly Annual Monthly 01/05 **01/06** 01/05 **01/06**	 04/05 **05/05** 	Ongoing Ongoing Ongoing **Complete** **Pending** **Complete** **Pending**
3. Water Treatment Plants	Erickson/ Williams/ Gibbs/Dunks	1. Spiro: Phase 2 Design and Construction of Wet Well Expansion 2. Park Meadows Well Pilot Program 3. Park Meadows Well Treatment Facility Design & Construction	04/05 06/05 04/06	**07/05** **07/05**	**Complete** **Complete** **Pending**

3. Water Treatment Plant (Cont.)		**4. Judge: Determine Scope and Timing for Plant Design and construction** **5. Judge: Resolve plant location and land Transfer with Talisker** **6**. <u>Judge</u>**:** Plant Design **7**. <u>Judge</u>**:** Plant Construction	**09/05** **12/05** 08/04 04/06	 **Pending** **Pending**	**Pending** **Pending** **Pending** **Pending**
4. Other Water Solutions – Supply Options	Erickson/ Williams/ Gibbs/Dunks	1**.** Summit **County, Snyderville Basin Water Reclamation District** Cooperation Discussions /Stream Flow Enhancements **2. Resolve Talisker Water Supply Source** **3**.JSSD Water Discussions – Pipeline **4**. Water Strategic Planning and Infrastructure – engineering and develop funding strategy **-** Fee Review **5**. Stream Flow Enhancement Study **6 Snyderville Basin Water Supply Study**	Annual **12/05** Annual 09/04 05/05 10/05	 **Pending** 01/06	Ongoing **Pending** **Pending** **Pending** Complete Pending
5. Water Funding Strategy	Williams/ Erickson/ Bakaly/ Gibbs	1. Pursue future appropriations and authorizations **2. Develop water strategy matrix**	Annual **09/05**		Ongoing **Pending**

Goal 2 ***Preservation of Park City Character***					
Target for Action	**Liaison/ Employee**	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Old Town Improvements	Hier/ Cone/ Hilton	1. Review of Opportunities for Business Enhancement - Trial Periods for Sandwich Boards (12/17/04 – 4/15/05) **- Outdoor display of merchandise,**	08/04 04/05 **07/05**	**Ongoing** **09/05**	**Ongoing** **Complete** **Pending**

		pending LMC Amendments			
		3. Design of Downtown Projects			
		- Communication Fact Sheet	01/05	03/05	**Complete**
		- Phase I – Parking Structure	12/05		Pending
		- Phase II – Plaza	12/05	**05/06**	**Pending**
		- Phase III - City Hall	12/05	**10/06**	**Pending**
		4. Begin Construction of Downtown Projects Phase I	04/05		**Complete**
		5. Post Office Decision	02/05	09/05	Pending
		6. Marsac Planning	06/05	09/05	Pending
		7. SID Plan Finalized for Upper Park Avenue	02/05	10/06	Pending
		Utility Relocation – pending action by Legislature in 2006		**2006**	**Pending**
		8. Completion of Construction of Downtown Parking Project Phase I	**12/05**		**Pending**
2. Olympic Experience Legacy	Calvert/ Rademan/ Hilton	1. Mini-towers – Main Street	10/04	05/05	Complete
		2. Olympic Legacy Project – Installation of Entry Corridor Sculpture nearing completion - Lighting	01/05	02/05	Complete
3. Neighborhood Parks/ City Park	Erickson/ Kernan/ Twombly/ Fisher	1. RFP for Design & Construction of 3 neighborhood parks	09/04	04/05	Complete
		(a) construction documents for neighborhood parks	**06/05**		**Pending**
		(b) award contract for construction	**07/05**		**Pending**
3. Neighborhood Parks (cont.)		(c) Complete construction of parks	**10/05**		**Pending**
		2. Prospector Neighborhood Parks Improvements Complete	07/05	**10/05**	In Progress
		3. Design Contract for Skate Park	09/04		Complete
		- RFP for Construction	06/05		**Complete**
		- Begin Construction	07/05	**09/05**	In Progress
		- Completion	10/05		In Progress
		4. Old Town Neighborhood Park Survey	11/04	12/05	Pending
		5. North End of City Park and Sullivan Road			
		- Survey	01/05		Ongoing

		- Design - Construction 6. School District Basketball Courts	03/05 04/05 05/05	03/06 04/06 **12/05**	Pending Pending Pending

Goal 3 *Effective Transportation and Parking System*					
Target for Action	**Liaison/ Employee**	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Traffic Calming	Hier/ Evans/ Kingery	1. Meadows Drive & SR 224 – Signal Warrant – UDOT 2. SR 248 Plan – Draft Complete	02/05 06/05		Complete Complete
2. Regional Transportation	Cone/ Hier/ Cashel	1. Enhance Transit Marketing 2. Year-round Bus Service to Kimball and Canyons operating through 12/31/04 **3. Secure land for expanded transit maintenance-storage facility** **4**. Pursue federal funding for buses, site, and expanded bus facility **5**. Complete Region-SLC-UTA Service Feasibility Analysis **6**. Update short-range transit plan with County **7**. Explore employee carpool incentive program **8**. **Implement action items from 7/8/05 Transit Planning Summit** **a-Develop task assignments and project timeline process** **b-Update Status Report with specific action items**	Annual Annual **10/05** 09/04 12/04 06/05 05/05 **8/05** **08/05**	 **Annual** **12/05** **07/05** **07/05**	Ongoing Ongoing **In Process** **Ongoing** In Process In Process **Complete** **In Process** **Pending**
3. Old Town Improvements		See Goal #2			

Goal 4 ***World Class, Multi-Seasonal/Sustainable/Quality of Life/Resort Community***					
Target for Action	**Liaison/ Employee**	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Ice Rink	Erickson/ Hilton	1. Quinn's Ice Complex Design Process	08/04	03/05	Complete
		2. Design Development Review with SBSRD		02/05	In Progress
		3. Ice Construction Begins	04/05		In Progress
		4. Ice Fundraising Strategy	07/05	**08/05**	In Progress
		5. Ice Fundraising & Naming Campaign		**12/05**	**In Progress**
		6. Ice Construction complete	02/06		In Progress
2. Economic Development	Hier/ Calvert/ Kernan/ Rademan Hilton/ Weidenhamer & Putt	1. Receive Input from Business Community	01/04		Ongoing
		2. Processing of Annexation Requests	09/04		Ongoing
		3. Refinement of "Strategy" & "Project" prioritization summary	09/04	**09/05**	Pending
		4. Implementation of Economic Development Initiatives	10/04	**No End Date**	**Ongoing**
		5. Pursue business relocations	07/05		**Ongoing**
		6. IHC Annexation - Task force created	**08/05**		**In Progress**
		7. Empire Canyon/Montage	**02/06**	**10/05**	**In Progress**
3. Support for Arts: Direction	Cone/ Butz	1. Art in Public Places - Plan Approved			
		- Implementation		02/05	Ongoing
		- Bus Shelter RFP	02/05	02/05	Complete
		2. Bus Shelter Implementation	08/05		Pending
		3. Sound Garden	**08/05**		**Pending**
4. Community Amenities and Events: Evaluation, Future Direction	Calvert/ Cone/ Hier/ Butz	1. Special Events Retention & Attraction	Ongoing		Ongoing
		- Economic Development Plan			
		2. Imperial Hotel Sold or Traded	09/04	**04/06**	Pending
		3. Creation of Events Programming Group	03/05		**Complete**
		4. Monitor Museum Expansion	11/04		Ongoing

4. Community Amenities (cont.)		5. Strategic Plan for Farm 6. City Property Assessment 7. Destination Events/Activities Joint Venture 8. Golf Course Pro Shop Acquisition 9. Watts Property Plan 10. Sundance Discussions	03/05 03/05 05/05 07/05 10/05 10/05	**10/06** **08/05** **09/05** **09/05** **10/05**	Ongoing Pending Pending Pending Pending Pending
6. Recreation and Racquet Club: Next Steps	Erickson/ Kernan, Alt/ Fisher	1. Racquet Club Recreation Vision 2. BMX – Temporary Park & Skills Course **(a) CUP from Planning Commission** **(b) Construction of facility** **(c) Facility open to public** 3. Skateboard Park Expansion Construction Complete	09/04 03/05 **05/05** **06/05** **07/05** 05/05	**12/05** 06/05 10/05	Pending Pending **Complete** **Complete** **Complete** Pending
7. Outdoor Recreation Complex	Calvert/ Hier Hilton	1. Design Process 2. Design Development Review 3. Funding Strategies 4. Construction Begins 5. Construction Complete	08/04 04/05 10/05	03/05 **05/05** **08/05** **02/06**	Complete **Complete** Pending **Complete** In Progress

HIGH PRIORITY					
Goal 5 ***More Open Space and Usable Trails***					
Target for Action	**Liaison/ Employee**	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Ongoing Open Space Acquisition	Hier/ Rademan	1. Flagstaff - Distribution of open space contribution 2. Gambel Oak - Legislation 3. Red Maple 4. 2005 Open Space Bond – Decision **5. Other Properties**	03/04 10/04 10/04 **07/05**	 10/05 10/05 **08/05**	Ongoing Ongoing Ongoing Pending **Ongoing**
2. Conservation Easements	Erickson/ Harrington	1. Work Session – Conservation Easements 2.Additional Flagstaff Easements 3. Easements on other open space 4. Additional easement on new acquisitions	05/04 09/04 08/05	 03/05	Complete Pending Complete Ongoing
3. Trail Development Plan	Erickson/ Twombly	1. Farm Trail Parking Complete/Berming 2. Trailhead Parking Phase II a. Cove b. Round Valley - Quinn's Rec Complex c. Other sites as available 3. Round Valley Trails - Friends of Trails Phase I - Single Track Trails Phase II – Cross Country Ski Trails **4. Evaluation of city-wide sidewalks as part of Trails Master Plan**	08/04 09/04 12/04 04/05 **11/05**	**07/05** **05/06** 05/05 **12/05**	**Complete** Ongoing **Complete** **Pending** **Pending**

Goal 6 ***Improve Historic Park City***

Target for Action	Liaison/ Employee	Actions	Initial Target Date	Revised Target Date	Status
1. Old Town Improvement	Hier/ Hilton	1. See Goal #2			
2. Historic Preservation	Hier/ Putt/ **P. Robinson**	1. Action Plan for City-Owned Historic Structures- concept complete 2. CAD Appeal for 801 Park Avenue 3. Historic Significance Survey – Initiate 4. Design Guidelines – Review/Recommend 5. 801 Park Ave Preservation 6. Upper Main Park/Structures 7. HPB Role - Significance Survey - Historic District Guideline Review 8. Implementation of City-Owned Historic Structures Plan	04/04 07/04 08/04 09/04 10/04 01/05 06/05 06/05 09/05	06/05 06/05 03/05 03/05 **09/05** 02/05 **10/05** **10/05**	Completed Complete Complete Ongoing Ongoing Pending **Pending** **Pending** Pending

Goal 7 *Regional Collaboration and Partnerships*					
Target for Action	**Liaison/ Employee**	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Quinn's Interlocal Planning Agreement & Planning Program	Hier/ Putt	1. Completion of Study/Development of Land Use Alternatives/Development of Implementation Strategies	08/04		Complete
2. Affordable Housing	Kernan/ P Robinson	See Goal #9			
3. Transportation	Hier/Cashel	See Goal #3			
4. Flagstaff-Wasatch County	Williams/ Putt	1. Work with Wasatch County re SR-224 and public versus private access	09/04	**11/05**	**Pending**
5. Recreation	Erickson/ Hier Hilton/Fisher	See Goal #4			
6. Health	Erickson/ Hier Hill P Erickson	1. Begin work on noxious weed coordination **2. Work Session – Noxious Weed Update** 3. Noxious Weed Interlocal Agreement	08/04 **08/05** 01/05	 **09/05**	Ongoing **Pending** Pending
7. Water	Williams/ Erickson	See Goal #1			
8. Solid Waste	Kernan/ Gibbs	1. Implementation of Solid Waste Alternatives	11/05		Pending

OTHER PRIORITIES					
Goal 8 ***Open and Responsive Government to the Community***					
Target for Action	**Liaison/ Employee**	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Community Vision 2015 and Beyond	Cone/ Williams/ Hier Rademan/ **Putt**	1. Community Involvement & Outreach 2. Update Material for Vision Presentations 2005 3. Develop Neighborhood Request Tracking Report (attached – Attachment B) 4. 2nd Homeowners Social **(annual)** 5. Neighborhood Interest Group Meetings 6. General Plan Review with Planning Commission 7. **General Plan Update**	Monthly Monthly 05/04 **08/05** Ongoing Ongoing 02/05	 **07/05** **01/06**	Ongoing Pending Ongoing Ongoing Ongoing Ongoing Ongoing Pending
2. Budget Review & Benchmark (2003-2004)	Hier/Kernan Hill	1. First Meeting of Resort Benchmark Group - develop mission statement and goals 2. Development of Benchmarks (measures) 3. First set of Benchmark Data compiled 4. Utah League Tax Team – Sales tax strategies 5. Golf Fee Review 6. Upgrade of Sales Tax Monitoring 7. Water Fees – CTAC Review 8. Public Service Contract Review 9. Public Donations ($5,000) 10. Snow Removal Assessment **- work session discussion**	08/04 08/04 11/04 01/05 01/05 01/05 04/05 05/05 05/05 05/05	**09/05** **10/05** 11/05 08/05 02/05 07/05	Pending Pending Progress Pending Complete Ongoing Complete Ongoing **Complete** Ongoing
3. Customer Service: Evaluation & Action Plan	Calvert/ Rademan	1. Accountability/responsibility training for Council and Staff 2. Volunteer Bank	Monthly Ongoing		Ongoing Ongoing

3. Customer Service (Cont.)		3. Customer Service Performance Measures 4. City “Fam” Tour 5. Employee Survey **& Training**	10/04 11/05 08/05	**09/05**	Pending Annual Pending
4. Public Safety	Williams/ Evans	1. Recommendations regarding Police Facility 2. Community Oriented Program Implemented 3. Emergency Response Plan Updated 4. Police Facility Project – Preliminary Design 5. Presentation of Police Department Advisory Team Recommendations	08/04 09/04 09/04 08/05 08/05	2/05 07/05 07/05	Pending Pending Pending Pending Pending
5. Communications	Calvert/ Rademan	1. Standardize Press Releases/Communication Strategies 2. Media Seminars 3. Sustainability Promotion 4. All America Cities Award	Monthly 05/05 Ongoing 06/05		Ongoing **Ongoing** Ongoing **Complete**
Goal 9 *Sustainable Place to Live*					
Target for Action	**Liaison/ Employee**	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Affordable Housing	Kernan/Cone P Robinson	1. Affordable Housing policy/plan - update 2. Implement Housing Policy Plan 3. Regional Planning – CDBG Grant 4. Explore options with community for sewer treatment site (alternate public uses recommended for site) 5. Senior Housing (establish work group) - Assisted Living Center **6. Deer Valley Drive Project**	01/05 09/04 09/04 12/04 2/05 **10/05**	 **08/05** **08/05** **08/05**	Complete Ongoing **Pending** **Pending** **Pending** **Pending**
2. Taxi Regulation Enforcement	Calvert/ Kernan L. Evans, Kingery	1. Enforcement Options Implemented 2. Ordinance regarding liability levels 3. Options regarding Taxis	01/04 12/04 05/05	 01/05 **09/05**	Ongoing Completed Pending

	Twardowski				
3. Recycling	Erickson/ Gibbs	1. Decision on facility location	09/04	**08/05**	Pending
4. Sustainable Community/ Quality of Life	Williams/ Butz/ Rademan Ivie	1. Prospector Environmental Management System and Soil Contribution Program 2 Investigation of ability to increase energy efficiency in City Facilities 3. Facilitate Community Dialogues on Sustainability and return with recommendations 4. EPA/State – Silver Maple **5. Leadership Park City, Class Project – Green Building**	06/04 06/04 09/04 09/05 **Pending**	 **08/06**	Ongoing Ongoing Ongoing **Pending**

Traffic Calming Summary Report
July 26, 2005
ATTACHMENT "A" TO QUARTERLY STATUS REPORT

Location	**Date Recd**	**Phase 1 Meeting**	**Citizen Concerns**	**Phase 1 Follow-up**	**Date Completed**
Holiday Ranch Loop #1 (SR 224 to Red Maple Court)	7/12/02	None	Speeding; lack of speed regulatory signs; lack of enforcement by police; need for physical barrier erected in middle of roadway.	Mitigation measures completed 11/04. Continue to monitor. A new "speed feedback" sign was erected on eastbound Holiday Ranch Loop Drive near the pump house. It also has data collection capabilities. Traffic data was collected by Fehr & Peers June 2-9, 2005 to learn about speed and volume. Further traffic enforcement is warranted to bring speeds down to a more acceptable level.	On-going
Meadows Drive (SR224 to American Saddler Drive)	07/25/02	09/13/02	Speeding; stop sign violations; construction trucks using "Jake brakes".	Mitigation measures completed 08/04. Continue to monitor.	08/04
Lower Woodside Ave (10th St to 12th St)	05/14/03	07/22/03	Speeding; pickup-drop-off issues at library/day care; traffic cutting through library parking lot; on-street parking	Mitigation measures completed 04/04. A new petition from area residents was received requesting parking restrictions be enacted on the west side of Woodside Avenue between 14th and 15th Streets.	Pending study on new petition.
Lower Park Avenue (Heber Ave. to Empire Ave.)	06/01/03	07/22/03	Speeding; volume of vehicles; make the street more pedestrian friendly and less vehicle friendly.	Mitigation measures completed. Plans are underway to move the southbound speed feedback sign to the power pole in front of the fire department. Continue to monitor.	Completed

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Completed
Cooke Drive/Stryker Avenue	07/28/03	10/22/03	Excessive high school student parking; improper parking.	Mitigation measures completed in 01/04. Continue to monitor.	01/04
Holiday Ranch Loop #2 (the “loop” area)	03/24/04	None	Speeding; concern that 25 mph speed limit may be too fast; another stop sign needs to be added to the intersection at “the loop” on Holiday Ranch Loop Road	Mitigation measures completed. Speed limit lowered to 20mph in the Loop area. Continue to monitor.	Completed
Lucky John Drive (Monitor Drive to Little Kate Road)	03/24/04	04/26/04	Speeding; lack of adequate and consistent speed signs; on-street parking for playing field activities; overflow parking from LDS church; lack of enforcement by police; volume of traffic.	Mitigation measures completed 10/04. Continue to monitor.	10/04

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Completed
Marsac Corridor (Lower Mine Road to Roundabout)	04/16/05	04/28/04	Speeding; stop signs violations; increased traffic on the Mine Road; increased noise levels from vehicles; uncovered loads on trucks, and air quality impacts from exhaust and brake linings; safety inspections on construction trucks to remove hazardous vehicles from the roadway.	Increased police enforcement of speeding and stop sign violations. Traffic trailers will be deployed more frequently in this area. Three speed regulatory signs have been requested from UDOT. SBWRD has completed sewer construction on lower Marsac Avenue. New construction should begin soon separating Chambers Avenue from the Mine Road. The lower Mine Road will be moved toward the east side of the canyon. A traffic calming median has been installed on Marsac Avenue by the Sandridge Lot. The hauling of mine tailings from Deer Valley to Richardson Flat via the Mine Road will commence soon. Truck safety and speed will be monitored closely. The mine tailings are currently being hauled under the watchful eyes of two permanently assigned police officers. Two Utah Highway Patrol truck safety check stations have proven effective in removing unsafe trucks from the roads of Park City.	Ongoing

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Completed
Little Kate Road	04/05	05/12/05	Speed needs to be reduced to 15 mph; “Illegal” bike lane; bicycle training for the kids in the neighborhood; safe pedestrian way along Little Kate Road to McPolin Elementary School; centerline stripe Little Kate Road; realign the driveway at the Racquet Club so it is a continuation of Monitor Drive; make that a 4-way stop intersection; paint a crosswalk on Little Kate Road at Monitor Drive; employ a crossing guard to work that crosswalk; enforce parking during Sundance Film Festival; erect more speed regulatory signs.	A centerline has been painted on Little Kate Road with two bike paths/pedestrian walkways painted on either side; traffic trailers have been deployed to educate drivers of their speeds and attempt to achieve voluntary compliance with the current speed limit.	On-going
Holiday Ranch Loop Road #3 (north of Little Kate and south of the “Loop”)	04/05	05/12/05	Speeding; failure to stop at stop signs	Speed limits were reduced to 20mph based on sight distance and data collected by Fehr & Peers. Speed limits are being monitored more closely by the Traffic Division of the Park City Police Department.	On-going

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Completed
Lucky John Drive (north of Little Kate Road and south of American Saddler Drive	04/05	05/12/05	Speeding; more speed regulatory, children at play, and "Neighborhood" signs have been requested; "Flashing " yellow signs have been requested at intersections on Lucky John Drive	Data was collected June 2-9, 2005 by Fehr & Peers concerning speeds and volume of traffic; traffic trailer deployed to educate drivers of their speed and attempt to achieve voluntary compliance; increased enforcement efforts are underway by the Park City Police Department Traffic Division; signage requests are being reviewed by the Traffic Calming Committee.	On-going

Neighborhood & Business District Needs Assessment
Request for Elevated Levels of Service Request (RELS)
April-June, 2005
ATTACHMENT "B" TO QUARTERLY STATUS REPORT

Bonanza Ave Transit Enhancement

Weidenhamer

Status Report – completed pending additional input from neighborhood

Expansion of municipal summertime transit along Bonanza Ave. is planned for summer '06, when the recreation complex is completed. Although this request has not been formally rescinded, it has been largely inactive.

1. Written Petition received – 6/18/04
2. Initial Internal Review – 6/16/04
3. Initial Communication to Council – 7/1/04
4. Comprehensive Internal Review – 6/16/04 & 7/17/04; ongoing
5. Initiate Public Forum – initial meeting 7/14/04; completed
6. Communication to Council – if necessary
7. Potential Council Decision -'05 CIP prioritization (if necessary)

Target for Action	Responsible	Actions	Target Date	Status	Budget
1. Add a bus	Nesset	1. Add a full time summer bus route to serve Bonanza Dr. - Staff has recommended against this action	8/04	Complete – See #7	Not budgeted - approx. $200k/ year
2. Re-Route existing service	Nesset	1. Re-route existing service within existing stock - Staff has recommended against this action. (takes away service from other prioritized service areas). Council update pending based on fiscal analysis	8/04	Complete – See #7	

4. Pilot Program	Nesset	1. Begin Pilot program - Staff has recommended against this action. (expensive to begin, takes at least 2 years to measure results)	8/04		
5. Fiscal Analysis	Applicant Gary Hill/ Jon	1. ID current sales tax levels and other economic indicators 2. Compare potential increases in tax revenues generated from increased business to the transit budget 3. Update to Group on Fiscal analysis	1.Aug '04 2.Aug '04 3.12/04	1.completed 2.completed 3.completed	
6. Revamp Transit Guide	Nesset	1. Focus on specific Destinations, ie Park Plaza or Rail Central	Winter '04-'05	completed	
7. Council CIP Decision		1.Transit has recommended not to provide summer service to Bonanza Ave at this time – budget has not been allocated. 2. Allocate budget to contemplate providing this service	1. '04 CIP budget decision 2. no CIP line item for '05	1.completed 2.completed	

Neighborhood & Business District Needs Assessment
Request for Elevated Levels of Service Request (RELS)
April-June, 2005
ATTACHMENT "B" TO QUARTERLY STATUS REPORT

Prospector Square Property Owners Association Weidenhamer
Status Report- completed - **At the request of PSPOA, this item has been removed from the Neighborhood RELS program**

Neighborhood & Business District Needs Assessment
Request for Elevated Levels of Service Request (RELS)
April-June, 2005
ATTACHMENT "B" TO QUARTERLY STATUS REPORT

Deer Valley Drive and Sunnyside Drive Neighborhood
Weidenhamer

<u>Status Report</u>
Items pending '05 CIP budget review

Written Petition received – 11/10/03
Initial Internal Review – 1/26/04
Initial Communication to Council – 2/19/04 & 6/3/2004
Comprehensive Internal Review – 6/16/04
Initiate Public Forum – Estimated completion date: pending Council review
Communication to Council –Spring 2005 if necessary
Potential Council Decision – 2005 CIP prioritization – **Anticipation of $50,000 placeholder for FY-06.**
Meet with neighborhood to prioritize CIP funds

Target for Action	Responsible	Actions	Target Date	Status	Budget
1. Sidewalk Lighting	Twombly (PCMC)	Create a cost estimate plan to install lights along DV Dr. south sidewalk with: 1. shoe boxes from transit center to DV Dr. split 2. with shoe boxes from transit center to Snow Park. 3. custom lights from transit center to DV Dr. split. 4. custom lights from transit center to	spring 2005	1. complete - CIP line item identified	Private funds Deer Valley PCMC'05 CIP

		Snow Park.			
2. Cross Walks & Traffic calming devices	Jonathan & Traffic Calming group	1. Traffic Engineering study to establish minimum standards for cross walks. 2. If needed, install cross walk identified in study 3. Summer ‘04 - Use existing Vehicle Feedback Sign to gather data on speeds & amount of traffic 4. Winter ‘05 - Use existing Vehicle Feedback Sign to gather data on speeds & amount of traffic 5. Group has requested a formal traffic engineer study to more accurately measure speeds and traffic counts 6. Make later recommendation based on data collection	February 2005 Spring ‘05	1.Complete 2.Doesn’t meet min. standards 3. complete 4. pending 5. Council Would have to direct staff to complete 6. pending	5. Traffic calming CIP
3. Bus Stop	Cashel	1. A school bus stop is approved for Mountain lands housing development 2. Neighborhood group suggested another location, but not allowed due to intersection	Spring 2005	1. Complete. Staff rec. against	Mountain-lands as part of Master Planned Development
4. Sidewalks	Gibbs	Connect the intersection of Sunnyside & DV Dr. to the new bus stop at Mountainlands site with a sidewalk	Summer 2005	Pending CIP review	PCMC’05 CIP
5. Neighborhood Park	City Council RAB & BLM	Neighborhood group was exploring a neighborhood park on property owned by the BLM (Rossi Hill Dr & DV Loop). City has long-term interest in	None scheduled	Need for negotiation	None identified

		acquisition, but no immediate plans (other BLM lands a higher priority – Gambel Oak parcel)			
6. Underground Utilities		City Council would need to direct staff to prepare feasibility study	Council would have to direct staff	’05 CIP	Not budgeted
7. Burnt down structures	Jonathan & Ivie	1. Structure is on BLM Land, but privately owned. City continues to work with owners to abate the nuisance	Spring ‘05	pending	Existing
8. Clean-up creek	Gibbs	1. The City has no maintenance responsibility. Unless otherwise directed by Council, we will continue to provide minimum maint (willow cutting). We would look to the adjacent HOA’s and property owners to assist.	Council would have to direct staff	1. complete - CIP line item identified	Private funds Deer Valley PCMC’05 CIP

Neighborhood & Business District Needs Assessment
Request for Elevated Levels of Service Request (RELS)
April – June, 2005
ATTACHMENT "B" TO QUARTERLY STATUS REPORT

Little Kate Road, Holiday Ranch Loop Road, Lucky John Drive

Status Report

Please refer to Traffic Calming Report, Attachment A. Currently at Phase I level of Traffic Calming Process. Neighborhood meeting was held May 12, 2005. An update was presented via a Manager's Report to City Council on July 14, 2005. In addition, Council received testimony from the neighborhood.

Target for Action	Responsible	Actions	Target Date	Status	Budget

PARK CITY
1884

City Council Staff Report

PLANNING DEPARTMENT

Author: ReNae Rezac
Subject: Planning Commission Compensation
Date: August 4, 2005
Type of Item: Informational update & request for direction

Summary Recommendations:
Review analysis and provide staff with direction.

Background:
Staff received direction from City Council at the July 13 meeting to solicit Planning Commission feedback regarding whether or not they prefer a dinner break during every meeting. Further, Council requested more information as to regulations governing providing non-cash benefits.

Analysis:
Members of the Planning Commission are not "employees" of Park City Municipal Corporation and based on IRS regulations are not eligible to receive benefits given to City employees. The cash payments made by the City to the commission members are "non-employee compensation" and are reported to the IRS each calendar year on Form 1099-Miscellaneous.

According to the IRS, taxable non-employee compensation also includes non-cash items such as golf passes or gift certificates. The value of non-cash items given to commission members would also need to be reported on form 1099-Miscellaneous each calendar year.

The 1099-Miscellanous forms sent to the City's vendors for <u>cash</u> payments of $600 or more in a calendar year are computer generated by the City's accounts payable system. Both the City's currently used and currently being purchased accounts payable systems can not account for and generate 1099s for <u>non-cash</u> payments. Preparing 1099's for non-cash payments would require manual record keeping and manual 1099 preparation.

The Parks and Recreation Board, a volunteer Board, has occasionally been given a "punch card" for the Racquet Club facilities so they can familiarize themselves with the facilities their decisions affect. The Park City Library Board is volunteer as well. The members receive lunch at their meetings. Both Boards are also given a Christmas party.

At the July 27 Planning Commission meeting, Staff asked the Commissioners if they would prefer a dinner break during each meeting. The overwhelming consensus was that they prefer not to have a dinner break, but to proceed with meetings as they have in the past.

Should City Council recommend an increase in compensation for the Park City Planning Commission, a budget adjustment would need to be made to the Planning Department budget in June, 2006.

Department Review:
City Manager's Office, Planning and Engineering Departments.

Alternatives:

Recommend an increase in compensation or other benefits:
Increase the stipend for Planning Commissioners.

Do nothing:
Council could recommend the Planning Commissioners continue to be compensated at their current rate of $100/meeting.

Recommendation:
Review and consider alternatives for Park City Planning Commission compensation and provide staff with direction.

SPECIAL EVENTS AND
FACILITIES DEPARTMENT

City Council Staff Report

Author: Alison Butz
Subject: City Naming Policy
Date: August 4, 2005
Type of Item: Informational – City Policy

Summary Recommendations: Review the proposed Naming Policy and provide Staff with direction. Pending Council direction, Staff will return for formal action as needed.

Description:

Topic:
e proposed Naming Policy for City property and provide Staff with direction.

Background:
At the July 7, 2005, meeting, Council directed Staff to begin looking at a naming policy for City property. This discussion arose from the Sound Garden Opening Ceremonies item where dedication of the Sound Garden as the Brian Hess Memorial Sound Garden was listed as part of the application. The Public Art Advisory Board has since stepped back and will not have a formal name for the park, but will dedicate one of the pieces in the Sound Garden to Brian Hess.

At this time the following formal names exist:

- Jack Green Bandstand – Council adopted a resolution naming the structure
- Jack Sutton Softball Fields – Council adopted a resolution naming the structure
- Shorty's Stairs - Trapper's Way – City Council received the request and directed staff to proceed with the signs. Council never formally approved the names.
- Rodney Schreures Centennial Park – Dedicated by the City Council for the fallen officer
- McPolin Barn
- Santy Auditorium - Council adopted a resolution naming the structure
- Carl Winters School - Named when remodel occurred, no formal action, staff gave it the name when the plans were drawn up.

Other names exist on plaques for memorial benches and at the base trees.

The City has received money for the purchase of benches and trees to be dedicated in memory of someone who has passed away. The Recreation Board reviewed the placement of the benches and Staff notifies Council by Manager's report. City streets are named by the developer installing the streets and trails are similarly named by the developer of the trails names the trails.

Analysis:

Per Councils direction, Staff has drafted a Policy to address the formal naming of City property. Staff reviewed policies established in other municipalities and have outlined the following guidelines to be used when naming a park, trail, project or facility. Please refer to Exhibit A for the entire policy.

1. A permanent name shall be assigned as soon as possible.

2. Duplication of other places or facility names in the City shall not be considered.

3. Recommendations from concerned citizens and special interest groups may be considered. If no citizen recommendations are made or consensus obtained, then City Staff will initiate naming recommendations.

4. Prominent geographic features or local reference points (i.e., hill, stream, notable tree, street, community or neighborhood) shall be considered for a potential name.

5. Consideration to naming a public park, trail on City land, City project or facility in honor of a person shall only be given if one of the following criteria has been met:
   a. For an individual (excluding nationally significant individuals) to be considered, that person must have contributed significantly to the acquisition or development of the public park, trail on City land, City project or facility or to the City overall. The suggested name must be accompanied by a biographical sketch which shall provide evidence of contributions to the public park, trail on City land, City project or facility or City overall.
   b. Major contribution must have been made to the City.
   c. Substantial donation to the City for public park, trail on City land, City project or facility wherein the donor stipulates a name as being consideration of the donation for a specific period of time.
   d. Outstanding community leader who has made significant civic contributions to the City and has given highly productive support to the City.

6. An existing name of a park and/or facility, particularly one of local or national importance or outstanding feature, shall not be changed unless there are extraordinary circumstances of local or national interest.

Staff has allowed the ability for a public park, trail on City land, City project or facility that are donated to the City or for major contributions to the City for the project.

Department Review:
All applicable departments have reviewed the Naming Policy and liquor licensing and comments have been incorporated into the report.

Significant Impacts:
The Naming Policy would provide a standard approach to naming all City property. Staff has some concerns regarding the policy and if it should just be used when a name

will be formally placed on a project. Names like the Boo Radley forest, for the area south of the Skate park in City Park keep the town funk.

Recommendation:
Review the proposed Naming Policy and provide Staff with direction. Pending Council direction, Staff will return for formal action as needed.

Exhibits
Exhibit A – Naming Policy

PARK CITY NAMING POLICY

I. Purpose

To establish a naming policy for public parks, trails on City land, City projects and facilities by selecting the right name that would add additional credibility to the public park/facility.

II. Authorization

The City Council shall have the authority for the naming of all public parks, trails on City land, City projects and facilities by passing or rejecting a resolution at the City Council meeting.

III. Objectives

- Provide name identification
- Insure control for naming policy
- Facilitate and encourage significant financial and civic contributions to the City
- Review naming every 10 years
- Commercial business recognition

IV. Qualifying Name

- Geographic location to facility
- Outstanding feature
- Adjoining subdivision
- Historical event, group, or individual
- Contribution to acquisition/development
- Exceptional service in the City's interest
- Facilitate and encourage significant financial contributions to the City
- The articulated preference of residents of the neighborhood surrounding the public facility
- Facilities may be named for living persons provided they have made a significant contribution of land or money and the donor stipulates naming of the facility as a condition of the donation's or when the individual has made an unusually outstanding public service contribution

V. Naming Parks, City Trails, Projects and Facilities

The purpose of this policy is to establish a uniform procedure for the naming of public parks, trails on City land, City projects and facilities throughout Park City.

The following guidelines will be used when naming a park, trail, project or facility:

1. A permanent name shall be assigned as soon as possible.
2. Duplication of other places or facility names in the City shall not be considered.
3. Recommendations from concerned citizens and special interest groups may be considered. If no citizen recommendations are made or consensus obtained, then City Staff will initiate naming recommendations.
4. Prominent geographic features or local reference points (i.e., hill, stream, notable tree, street, community or neighborhood) shall be considered for a potential name.
5. Consideration to naming a public park, trail on City land, City project or facility in honor of a person shall only be given if one of the following criteria has been met:

a. For an individual (excluding nationally significant individuals) to be considered, that person must have contributed significantly to the acquisition or development of the public park, trail on City land, City project or facility or to the City overall. The suggested name must be accompanied by a biographical sketch which shall provide evidence of contributions to the public park, trail on City land, City project or facility or City overall.

b. Major contribution must have been made to the City.

c. Substantial donation to the City for public park, trail on City land, City project or facility wherein the donor stipulates a name as being consideration of the donation for a specific period of time.

d. Outstanding community leader who has made significant civic contributions to the City and has given highly productive support to the City.

6. An existing name of a park and/or facility, particularly one of local or national importance or outstanding feature, shall not be changed unless there are extraordinary circumstances of local or national interest.

VI. Renaming

1. The renaming of public park, trail on City land, City project or facility is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.
2. Only those public park, trail on City land, City project or facility named for location or subdivision shall be considered for renaming. Property named by deed restriction shall not be considered for renaming.
3. public park, trail on City land, City project or facility named after individuals shall never be changed unless it is found that the individual's personal character is or was such that the continued use of the name for a park or facility would not be in the best interest of the community.
4. In order for a public park, trail on City land, City project or facility to be considered for renaming the following must occur:
   a. the recommended name must qualify according to Section V of this policy, and
   b. be accompanied by a petition from the particular park or facility users.

VII. Other Naming Alternatives

1. Public park, trail on City land, City project or facility that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to the guidelines set forth in Section V and approval by the City Council.
2. A facility within a park, i.e., playground, picnic shelter, etc., can be named separately from the park or facility location subject to Section V of this policy

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JULY 7, 2005

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

1. Ribbon-cutting for dirt bike jump – At approximately 3 p.m., the Mayor and City Council officially opened the dirt bike park, located at the old sewer treatment site off of Holiday Ranch Loop Road.

2. Planning Commission interviews – At approximately 3:30 p.m. in the Marsac Municipal Building, the City Council interviewed applicants for two vacancies on the Planning Commission. Candidates included David Hull, Charlie Wintzer, Tom Hurd, Britte Kirsch, Stewart Gross, Mark Sletten, Gil Blonsley, and Laura Suesser. Interviews concluded at 5:45 p.m.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 7, 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, July 7, 2005. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Kay Calvert was excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Dave Maloney, Planner; Brooks Robinson, Planner; Alison Butz, Special Events and Facilities Manager; and Gary Hill, Budget Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan recognized Shirin Spanenberg in the audience, a newly elected Chamber board member. In response to a question from Marianne Cone about excavation activity in Bonanza Flats, Eric DeHaan explained that it is part of Talisker's construction mitigation plan, material from the site is being transported to Wasatch County and the mine road is not being used. Ms. Cone reported on the success of the artists' co-op on Main Street. Candace Erickson commented on the festivities on the 4th of July and thanked all of the organizers. The Historical Society met and is moving ahead methodically with its expansion. She announced that the group is hoping to acquire 2,500 square feet of free space for storage during the construction period. Jim Hier complemented staff on handling logistics associated with the Cycling Fest. He reported on the newly created City/Chamber events coordinator position and added that Stein Eriksen was presented the Community Service Award. The Mayor commented on the dedication of the new bike jump park, which already appears to be popular with our youth. A delegation from Richmond, B.C., the upcoming Winter Olympic venue for skating, visited the City during the week.

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

1. Mountainlands Community Housing - 555 Deer Valley Drive affordable housing project. Resident Harvey LaPointe explained that he was never opposed to this project, only the density. He believed the initial completion date was January 2004. It is likely it won't be finished until January 2007 and also likely that the loan from the City will have to be extended again. As an adjacent neighbor, the completion is important to him from an aesthetic standpoint, but a bigger concern to him is holding up qualified buyers. He added that there are rarely more than two workmen on site and he urged Council to assist in expediting the project, if possible.

2. Library Board appointments – Board member Kate Doordan expressed her support of the proposed appointments to the Board.

IV RESIGNATIONS AND APPOINTMENTS

1. Library Board appointments of Jane Campbell, Bobbie Pyron and Gary Dickey for terms expiring June 30, 2008 – Marianne Cone "I move we accept these nominations to the Library Board". Candace Erickson seconded. Motion carried.

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

2. Recreation Advisory Board appointments of Carol Potter, Rob Lea, and Matthew Galvin for terms expiring June 30, 2008 and reappointment of Liza Simpson for a term expiring June 30, 2008 – Jim Hier, "I move approval". Joe Kernan seconded. Motion carried.

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

3. Public Art Advisory Board appointment of Judy Taylor for a term expiring June 30, 2007, and reappointments of Susan Packard and Julie Hopkins for terms expiring June 30, 2007 – Marianne Cone, "I move we appoint these three to the Public Art Advisory Board". Jim Hier seconded. Motion carried.

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

V CONSENT AGENDA PUBLIC HEARINGS

1. Amendments to Title 12, Sign Code **(motion to continue to August 25, 2005)** – The Mayor requested a motion to approve the continuance. Jim Hier, "I so move". Marianne Cone seconded. Motion carried.

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

2. Ordinance approving the Mazzone Subdivision plat located at 205 Woodside Avenue plat amendment, Park City, Utah – Planner David Maloney explained that the

application proposes the combination of two and a half lots into one lot of record in the HR-1 zone. The Planning Commission forwarded a positive recommendation on June 22, 2005 and staff recommends approval based on the findings of fact, conclusions of law, and conditions of approval outlined in the ordinance. The Mayor invited the audience to comment and hearing no input, closed the public hearing.

3. Ordinance approving the Holm Subdivision plat located at 1326 Park Avenue, Park City, Utah – Dave Maloney stated that approval will create one legal lot in the HRM zone and the Planning forwarded a positive recommendation on June 22, 2005. The Mayor opened the public hearing, and hearing no comments, closed the hearing. In response to a question from Jim Hier, Mr. Maloney stated that the Planning Commission also approved Sullivan Road access and the HPB application is pending.

4. Ordinance amending Section 15-2.21-4(A) of the Land Management – Planner Brooks Robinson explained that the Planning Commission forwards a positive recommendation on the amendment after holding two public hearings on June 8 and June 22, 2005. This revision was prompted by the Overlook Project in Deer Valley, specifically grading within the 50 foot no-build setback on steep slopes. The current sensitive lands ordinance does not address vertical feet and is open for interpretation. The new language provides some flexibility for the Planning Commission to allow some reductions to setbacks from very steep slopes within the Sensitive Lands Overlay. In response to a question from Jim Hier regarding limiting the area of a cut on a steep slope by measuring from grade, Mr. Robinson explained there is no provision for this yet, but the Planning Commission has expressed interest in revising the steep slope conditional use process. Candace Erickson expressed concerns about the word, "*excessive*" which is very subjective. It was explained that the Legal Department recommended omitting specific numbers so that the Planning Commission can decide on a case-by-case basis. Mark Harrington interjected that the determination would not be arbitrary as there will need to be findings to support site specific conditions. There will be a rationale behind the designation of "*excessive*", including impacts to adjacent slopes or properties, etc. It is suggested to provide more flexibility and to omit hard numbers which was problematic. Marianne Cone commented that this may be precedent-setting. Mr. Robinson pointed out that it is likely that the City will receive applications on steep slopes as Old Town is built out. Jim Hier added that the Planning Commission spent a considerable amount of time discussing ways to minimize impacts of the project's cuts and improving the design of the development.

5. Master Festival License for the dedication of the sound garden to be held at City Park on August 15, 2005 – Park City Arts Council – Alison Butz explained that this event is produced by the Arts Council with the assistance of the Public Art Advisory Board. There will be a demonstration of instruments and the Brian Hess Memorial Sound Garden will be dedicated.

Mayor Williams emphasized that he has no problem naming the garden after Brian Hess but is concerned about the lack of City Council input. Ms. Butz explained that there was a fund established by the Hess Family which has been allocated to this project. Jim Hier felt it appropriate to support this dedication but that the Council addresses a process for naming venues. The City Manager suggested that this be discussed on August 4. The Mayor opened the floor for comments, and hearing no input, closed the public hearing. In response to a question from Candace Erickson, Ms. Butz advised that there are no other events in the park on August 15.

VI CONSENT AGENDA

Jim Hier, "I move we approve Consent Agenda Items 1 through 4". Joe Kernan seconded. Motion carried.

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

1. Ordinance approving the Mazzone Subdivision plat located at 205 Woodside Avenue plat amendment, Park City, Utah – See staff report and public hearing.

2. Ordinance approving the Holm Subdivision plat located at 1326 Park Avenue, Park City, Utah – See staff report and public hearing.

3. Ordinance amending Section 15-2.21-4(A) of the Land Management – See staff report and public hearing.

4. Master Festival License for the dedication of the sound garden to be held at City Park on August 15, 2005 – Park City Arts Council – See staff report and public hearing.

VII NEW BUSINESS

Resolution confirming the donation of 1.1 acres of land toward Park City's match to the Federal Transit Administration (FTA) Grant for the construction of the Transit Center and Roundabout – Gary Hill explained that in 1999, Park City received a matching grant from the FTA for the construction of the transit center and round-about. The FTA provided 80% of the funding for the projects and the terms of the grant allowed the City to donate the land, representing the remaining 20%. The Resolution formalizes the closure of the grant. In response to a question from Jim Hier, Mr. Hill explained that the City is not conveying the land but dedicating it to the project as our share of the match. Acceptance of grant funds guarantees that the transit center and round-about will remain in place. Candace Erickson, "I move that we adopt a resolution confirming the donation of 1.1 acres of land toward Park City's match to the Federal Transit Administration grant for the construction of the Transit Center and Roundabout which we all love". Jim Hier seconded. Motion carried.

Kay Calvert	Absent
Marianne Cone	Aye
Candace Erickson	Aye

Jim Hier	Aye
Joe Kernan	Aye

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 1:30 p.m. Members in attendance were Mayor Dana Williams, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Kay Calvert was excused. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Jim Hier, "<u>I move to close the meeting to discuss property, personnel and litigation</u>". Joe Kernan seconded. <u>Motion carried</u>.

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

The meeting opened at approximately 3 p.m.

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

Prepared by Janet M. Scott

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JULY 14, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jerry Gibbs, Public Works Director; Renae Rezac, Planning Secretary; Jonathan Weidenhamer, Planner

Planning Commission members Jim Barth, Jack Thomas and Bob Powers

Mandy Scully and Doug Clyde, Talisker; and Jeff Maungham, The Athens Group/Montage

1. Council questions/comments. Candace Erickson commented on the number of visitors in town due to the girls fast pitch tournament. Marianne Cone suggested establishing alternate liaisons to all boards, including the Planning Commission. Jim Hier relayed that he doesn't attend all Commission meetings and Joe Kernan disclosed that he only attends a few School District meetings a year. Kay Calvert reported on a strategy to promote the ice facility. The Mayor expressed his concern about the number of delays with Mountainlands affordable housing project and the impacts on qualified buyers and the neighborhood. In the meantime, the prices have escalated from $60,000 - $90,000 to $120,000 to $168,000. He suggested reviving the City's Housing Authority to manage affordable housing and added that the City is being blamed for delays and associated price increases. There was discussion about Mountainlands providing regular updates to Council which is a requirement of the loan.

Jerry Gibbs advised Council of a maintenance problem at the Treasure Mountain Middle School Well which will be down for about a week, totaling three sources out of service. JSSD has agreed to provide an additional 500 gallons per minutes through its connection which will meet about half of the production of the Middle School Well. The Judge Tunnel's turbidity is dropping and the City may be able to use it intermittently.

2. Planning Commission stipend. Renae Rezac reported that Council directed staff to compare resort communities and Wasatch Front stipends for planning commissioners and found that compensation varies. Park City Commissioners currently receive $100 per meeting and hold two meetings a month. The City also pays for their APA dues. Mayor Williams acknowledged the controversial issues tackled by the Commission and the amount of time devoted to preparing for and attending meetings. Jim Hier suggested that the City cover travel expenses for Planning Commission members who participate on the annual City Tour. He strongly believes that pay does not attract citizens to serve but the City should cover associated expenses. Joe Kernan felt that the commitment is intense; commissioners continually *take a lot of heat* and members should be compensated fairly. Marianne Cone suggested scheduling a 20 minute break at Planning Commission meetings for members to enjoy a catered meal. The Mayor added that Vail provides a golf pass and suggested giving Racquet Club or golf passes. It should be a thank-you from the City Council and it may be possible to provide optional packages for members. Ms. Rezac advised that Planning Commissioners are not considered employees of the City and are not eligible for reduced or complimentary golf rates or Racquet Club passes under IRS regulations. Kay Calvert suggested that they be able to use our ski passes. The City Manager stated that he would like to explore these options this further with the Finance Manager and report back to Council. Mayor Williams felt the Council can do more to show its appreciation and the item will return on an upcoming work session.

Jim Hier emphasized that there is a process in place for salary comparisons which was used for this analysis and there shouldn't be a deviation. The comparison shows that Park City's stipend is high and he believes Commissioners should be acknowledged in other ways, especially considering that *no one is doing it for the money*. Providing educational assistance probably has more value to members than compensation. Kay Calvert agreed. As a former commissioner, he didn't believe there is enough time to schedule dinners at meetings, but maybe providing snacks would work. The Mayor suggested polling the Commission for feedback on education, recreation activities or other ideas. He added that it may be appropriate to add an alternate to the Commission in the event of absences.

3. Joint session with Planning Commission – Village at Empire Pass. Brooks Robinson explained that on June 24, 1999, Council adopted Ordinance 99-30 approving the annexation and Development Agreement for the 1,655 acre Flagstaff Mountain area. Ordinance 99-30 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel. The Development Agreement specifies that only 147 acres of the 1,655 acre annexation may be developed. The remainder of the annexation area is to be retained as passive and recreational open space.

Mr. Robinson continued that Ordinance 99-30 also required that the applicant submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management Code and the Development Agreement form the standards under which the subject MPD and preliminary/final plat will be reviewed. The Development Agreement constrains the mixed-use development in the Mountain Village area (Pods A, B-1, and B-2) to:

- The Mountain Village is to be contained within 84 acres.
- No more than 705 Unit Equivalents (2,000 square feet each) in no more that 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites.
- 65% of the residential units (306 of 470) must be within Pod A.
- No more than 75,000 square feet of resort support commercial.

- A maximum 35,000 square foot day skier lodge in Pod B-2 with no public road access, no day skier parking, and limited parking to meet service and administrative requirements.

He explained that the last condition was amended by Council in September 2004 to allow public road access and accommodate parking for special events through a conditional use process conducted by the Planning Commission. Through illustration of a map, Planner Robinson pointed out Pods A, B-1, and B-2 and associated unit equivalents. A dwelling unit is described as having a kitchen unit and is not necessarily a residential unit which is undefined. The current proposal from Talisker is a Montage Hotel consisting of rooms and suites. The applicant is counting the square footage as unit equivalents not dwelling units. The Village at Empire Pass, as currently approved, comprises 372.5 residential units, utilizing 520.4 unit equivalents. The Development Agreement would allow an additional 97.5 residential units and 184.6 unit equivalents. The proposal would encompass 175 residential units, an additional 77.5, and 264.6 unit equivalents, an additional 80 unit equivalents. In addition, 195 hotel rooms are proposed which the applicant is not counting.

Planner Robinson stated that it is staff's contention that the 475 residential units configured as multi-family hotel do apply and this represents 80 additional unit equivalents, an 11% increase to the 705 total. Adding the 77.5 dwelling units to the 192 hotel rooms represents a 57% increase. He referred to the General Plan land use map, specifically an open area not contemplated in the General Plan for development or a lease with PCMR. It is zoned unincorporated Mountain-Remote in Summit County at one unit per 60 acres. UPCM is considering developing two sites, Silver King near the bottom of the Bonanza Lift and in White Pine Canyon above The Colony. This project is not in the City, but it appears that 20 to 24 units are proposed eliminating a density transfer to Empire Pass. If there is more development at Silver King, King Road will be improved and a secondary access will need to be provided.

Brooks Robinson asked if Council is interested in amending the Development Agreement, and if so, are there are other interests that Talisker and UPCM would like to explore? Although it is not the best written document, he stated that the City can live with it. The Development Agreement specifies that density transfers to Empire Pass come from Bonanza Flats, but the applicant has not been willing to discuss Bonanza Flats. Other outstanding considerations include the future of SR224, another use at Richardsons Flats which was contemplated as a golf course. A location and plan for 100 affordable housing units have not been identified and water utilities need to be addressed for service to Bonanza and Empire Pass. Providing adequate parking for the commercial activity in Empire Lodge is another issue and the Council needs to make a decision on whether the gondola concept is a public benefit and financially viable. If a gondola is not pursued, UPCM is required to pay the City $2 million. Doug Clyde, Talisker, interjected that he believed the gondola proposal was dismissed from the project with the acceptance of the traffic mitigation plan, which determined that it was impractical. Brooks Robinson responded that it wasn't taken out of the Agreement and Mr. Clyde added that the payment is scheduled in the phasing plan. Mr. Robinson added that many details were omitted in the Agreement but 14 technical reports were required and each phase must comply with the technical reports in addition to the Development Agreement and MPD. If the Development Agreement is reopened, density transfers need to be addressed. In response to a question from Joe Kernan, Mr. Robinson explained that typically unit equivalents are used to calculate density, not *residential units*, which is a term unique to Flagstaff where the intent was to create a vibrant mixed use with commercial and residential uses.

As a former Planning Commission, Jim Hier noted that their focus was maximizing the open space by clustering development and minimizing traffic impacts. Rather than just using unit equivalents, types were identified to better project traffic generation. Mayor Williams stated he would like to again explore a gondola and cited the success in Telluride. Jim Hier added that the parking is set at 20% less than the LMC requirement to provide a disincentive for people to drive there and to use public transportation. There were differences of opinions expressed about the generation of traffic from guests at resort spas and/or hotels. Commissioner Jack Thomas also felt the gondola at Telluride is effective at moving people. The Mayor emphasized that this plan is very different as it is more spread out with no village concept. In response to a question from Tom Bakaly, Planner Robinson confirmed that there are 705 unit equivalents and 520 are committed to Pod A and B-1; 185 unit equivalents remain. Jim Hier emphasized that planning the project is a balancing act and there was discussion about maintaining the area of open space and conservation easements.

Mandy Scully, explained that when Talisker purchased the mining company, it analyzed the market to determine what was needed and concluded that Park City needs a true five-star hotel with a spa and extraordinary service; not condominiums. Having identified the need and looking at their properties, they felt that B-2 was the perfect location for a hotel next to the Empire Lodge. The area provides fantastic views but is very secluded, minimizing visual impacts from town. It is also felt that the mountain back-drop will work aesthetically for the hotel and after checking the Development Agreement, Talisker found that a hotel was contemplated. She spoke about their selection of The Athens Group/Montage over other high-end hotel chains and relayed their confidence that the hotel will be a good addition to Park City. The company is privately-owned and its commitment and outlook is long-term. Service is unique because *it feels relaxed and fun*. The company also works well with Deer Valley and is a good philosophical fit for all parties.

Jeff Maungham explained that The Athens Group is a development company specializing in resorts, including The Ritz-Carlton in Bachelor’s Gulch, The Ritz-Carlton in San Francisco, Montage Resort & Spa in Laguna Beach, Four Seasons in Hawaii, and Lowe’s outside of Tucson. These individual properties showcase their natural environment, which is the key to success, and have become a source of pride in their communities and a major economic contributor. He spoke about their relationship with Montage beginning with the development of its property in Laguna Beach, a second in Beverly Hills and it is hoped that Park City will be the site of the third Montage. He reiterated that Montage is privately-owned and not concerned with quarterly earnings; it is committed for the *long haul*. The project is contemplated as an all-seasons resort with 192 hotel rooms, 175 residential units built in two phases, a 3,500 square foot spa, 15,000 square foot meeting and function space, two restaurants, and an outdoor swimming pool. It is desired to begin construction next spring and open the hotel in late 2008.

Doug Clyde stated that this is an excellent site for a large building for a number of reasons. It is not visible from any of the sensitive lands vantage points selected by the Planning Commission in its review, and the steep mountain back-drop will frame the building. He felt the project conforms to the Development Agreement by being clustered; an 11% increase in density represents only three acres and he acknowledged their mistake in planning one of the lots. The document does not define a hotel room as a residential unit and the table should have a footnote, indicating that a hotel room equals one-quarter of a unit equivalent which is consistent with the LMC and with Hank Rothwell's understanding of the calculation. From an economic standpoint, hotel rooms do not generate real estate sales and unfortunately the agreement does not provide guidance with regard to counting them. The actual increase in total building space and volume is 11% of the total project and their analysis is defined and distinguishes from a hotel room and a dwelling unit. He emphasized that they have no intention of making these interchangeable uses and there will be a final fixed number; the major requested amendment to the Development Agreement is the increase in density.

Mandy Scully acknowledged that Talisker is seeking an additional 80 unit equivalents and pointed out that this is not a density transfer, but an open space issue. Over the past seven years, Park City has spent $20 million in open space acquisitions and the conservation easement will provide 3,000 acres, preserving the view shed, and from Talisker's perspective, there is significant public benefit with the donation. In response to a question from Joe Kernan, there was discussion about the location of lots contemplated for development in White Pine Canyon. It was explained that the lower floors will be hotel rooms and the upper floors will transition to residential; it is likely that Montage will manage the rentals. Marianne Cone asked the average room charge, and Mr. Maungham indicated $475 a night.

Mayor Dana Williams expressed his opinion that additional unit equivalents relate to a density transfer, not open space, and that no more units should be built at The Colony in White Pine Canyon. There should be a significant density reduction in Bonanza. The value of a conservation easement on property zoned for 1:60 on steep undevelopable property should be evaluated. He didn't feel the corner parcel at Quinns is appropriate for affordable housing and there needs to be a better plan. He is not in favor of two roads on Guardsman Pass and perhaps SR224 can be rerouted to accommodate the development. Jim Barth agreed with the Mayor's comments, specifically regarding Bonanza. Joe Kernan agreed and added that he doesn't have as much of a problem with White Canyon as he does with more traffic on Marsac Avenue. Commissioner Jack Thomas indicated that B-2 is a natural location for a hotel but density needs to be transferred and Bonanza is a logical choice. He is open to reconsidering the gondola concept to mitigate traffic impacts, but there is a lot to analyze. Bob Powers indicated that a convention facility is a needed amenity in town.

The Mayor asked for feed-back on reexamining the Development Agreement. Kay Calvert stated that she is not convinced that the hotel will generate traffic, especially if the hotel provides transportation for guests. Single family units would create more traffic because of day trips. She felt there are enough issues that the Agreement should be reopened. Jim Hier believes the Montage Hotel is a great project but if it requires 80 more unit equivalents, the Development Agreement has to be amended to pursue the application. The concept of dedicating open space without reducing density is not adequate and all entitlements should be considered together. Marianne Cone stated that traffic is her major concern and she would like to look at mass transportation, specifically the gondola. Candace Erickson felt that hotel units are dwelling units and if this and a transfer of density from Bonanza Flats are not negotiable for Talisker, then the Development Agreement should not be opened. She relayed on behalf of Commissioner Bruce Erickson, not in attendance, his major concerns about traffic. If density is increased, traffic must be mitigated.

Mayor Williams strongly felt that the Wasatch County Commission and the Snyderville Basin Planning Commission should be involved in discussions. Joe Kernan stated that he is interested in the gondola and a trails system as part of the project. Tom Bakaly understood that a majority of members are interested in opening the Development Agreement as long as transportation, specifically the gondola, is reviewed as well as a density transfer from Bonanza Flats to account for additional unit equivalents created by the hotel. Jim Hier clarified that equalization is not his priority as long as King Road is left alone. He continued that he believes the three Planning Commissioners in the room have a good feel for Council's direction and he doesn't support forming a task force at this time. The applicant should continue to work with staff and the Planning Commission on this project and the Snyderville Basin Planning Commission should be invited to the meetings to render input. Council member Hier pointed out that both Richardsons Flats and Bonanza Flats are outside the City limits but are addressed in the Development Agreement. The County should be involved as much as possible. Commission Chair Jim Barth interjected that it is helpful to hold these joint sessions.

4. Establishment and appointments to the IHC/Burbidge/USSA Task Force. Jonathan Weidenhamer explained the membership of the proposed board which will be charged with reviewing the project with the General Plan and analyzing the underlying zoning. Jim Hier requested that the task force also provide land use recommendations potential annexations in the area. Mark Harrington advised that this be a separate work item after this specific project review is complete. Council members agreed. Joe Kernan questioned the rationale for a Council member to chair the task force as opposed to the Planning Commission. Jim Hier and Candace Erickson offered to serve which was unanimously supported.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 14, 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, July 14, 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; Cindy LoPiccolo, Election Officer; and Kirsten Whetstone, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Council comments – Joe Kernan stated that he attended the Planning Commission meeting last night and has received comments about traffic delays related to the Cycling Fest. He reported that the Planning Commission forwarded a positive recommendation on the display of outdoor merchandise with the caveat that Council clarifies Subsection (c). He felt that the legislation is still unclear and suggested that staff meet with the merchants again. Jim Hier suggested the ordinance be scheduled under New Business to solicit input before a decision is made. With regard to the bike race, he recommended that the organizers better consider the interests and safety of neighboring communities and drivers and logistics could be improved. Jim Hier reported that these concerns are being addressed by the Chamber and the City. He thanked staff for holding the Leadership picnic and encouraged the public to participate in the program. He also attended a transportation meeting with officials from Summit County, Wasatch County, and our transit and planning staff. Mayor Williams reported on a visit from a youth delegation from Courchevel, France, our Sister-City, during the week. Marianne Cone also enjoyed the Leadership picnic and encouraged the public to participate in the excellent evening programs available at the Library.

2. Thank-you to All-America Cities delegation – Mayor Williams explained that 30 finalists competed in Atlanta in June, including Park City. The 18 member City delegation was a great representative mix, including representatives from the citizenship, School Board, Summit County, Chamber/Bureau, People's Health Center and Eccles Center. He acknowledged participants: Elisa Patterson, Briana Sardo, Marcela Rafide, Claudia Mejia, Sylvia Leavitt, Teri Orr, Dave Adamson, Mike Andrews, Monty Coates, Bill Malone, Tom Bakaly, Myles Rademan, Marianne Cone, David Chaplin, Phyllis Robinson, Sally Elliott, and Courtney Stern. He presented certificates of appreciation to participants attending the meeting.

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

1. Election update – Summit County Clerk Sue Follett explained that the Mayor and two City Council seats are up for election and advised that declarations of candidacy and absentee ballots will be handled by Election Officer Cindy LoPiccolo. The filing

period is July 15 to August 15. If registration information has changed, the form can be down-loaded from the Summit County website and obtained at a number of locations. Summit County has not contracted with a voting equipment vendor and is still investigating a number of options. She emphasized that the Board of County Commissioners will make the final decision on the selection. In response to a question from the Mayor about a time frame, Ms. Follett understood that the State is securing a contract with Diebold the first of August. At that time it will present the numbers to the County Commission who has the discretion to accept or reject the equipment and the funding. Candace Erickson expressed her desire for Park City to weigh in on the selection of equipment.

Kathy Dopp, resident and mathematician, stated that Lt. Governor Herbert selected the Diebold voting system for the State which is known to be insecure and flawed. The machinery is not compliant with standards for the disabled and the verifiable paper roll has never been tested. In addition, Diebold has never demonstrated any system for counting the paper roll record of ballots so votes can be counted independently from the equipment. She referred to research she previously distributed to Council members and shared information about the ability for people to hack into the central tabulator at the county election office where the votes are tallied. It has been proven that an election could be rigged using Diebold equipment by preloading votes for a certain candidates and subtracting votes for another candidate while passing all logic and accuracy tests and not raising any flags. Ms. Dopp urged Council not to be an early testing case for the Diebold system where there is no method to recover accurate counts when there are errors in the program. She urged Summit County to report detailed precinct level votes broken out by vote type, i.e., absentee, provisional, etc. to better detect suspicious results as there is wide-spread evidence of vote miscounts in many states. Information on conducting independent random audits of precincts to detect vote miscounts was distributed by Ms. Dopp. Even if the City has to purchase its own voting equipment, it will save money in the long run. If Diebold is Park City's choice, she advised that there be a requirement that Diebold divulge a public system for counting its paper ballots and have local computer technicians build the system prior to the elections. She reiterated the importance of conducting independent audits.

Candace Erickson thanked Ms. Dopp for her presentation and Mr. Hier asked that the IT Department review the data and formulate a recommendation that can be discussed at a work session and ultimately presented to the Summit County.

Election Officer Cindy LoPiccolo indicated that she spoke with Steve MacDonald in the State Election Division for an update. He indicated that the state is still in contract negotiations with Diebold and the equipment order submitted by the State per the RFP had to go through an inspection authorized by the United States Election Assistance Commission, which takes about 40 days to complete. Then the equipment is turned over to the EAC Board which assigns a number to each piece of equipment, thereby certifying it. When this is accomplished, the contract will be finalized.

This input was rendered later in the meeting, but appears here for ease of reference. Zeb Thomas, resident, stated that although EAC conducts extensive testing, it is very important that any selection have a verifiable paper trail. Diebold is especially vulnerable because it is Windows-based and requires updates, creating more opportunities for fraud.

2. Acquisition of Watts property on Park Avenue – Peter Roberts, Glory Hole Hot Glass Studio, stated that he will be out of town for about three weeks and wanted to express his continued interest in rehabilitating the Watts property. He has received significant donations from investors, his own financial portfolio has done well and he is now able to contribute to the project. Mr. Roberts spoke about working with a distillery to produce glass bottle reproductions, specifically the McPolin Bottling Works designs. The project has developed with commitments from the University of Utah and Westminster and he urged Council to favorably consider his proposal.

3. Traffic calming – Holiday Ranch Loop Road – Carolyn Frankenberg, Park Meadows resident, stated that on May 12, a group of residents on Holiday Ranch, Little Kate, and Lucky John met with Jerry Gibbs, and Officers Marty Howard and Phil Kirk to discuss traffic calming, specifically as it relates to children traveling to and from school. The streets are no longer safe for pedestrians. Ms. Frankenberg expressed her appreciation of the process and pointed out that the group has grown from 18 to about 50 citizens. She referred to information, distributed to Council, outlining neighborhood problems and solutions. Jerry Gibbs has been very responsive as has the entire traffic calming committee; there has been progress, including striping, signage, and enforcement. The number of citations issued has been significant and the speed trailers have been effective. She continued that these streets are dangerous thoroughfares because of speeding, and it is time for the City to look at the engineering. Mayor Williams relayed the reasons for setting up the traffic calming process and asked if it is going too slowly. Ms. Frankenberg indicated that they are in the second phase and understand that it would take two years before any improvements are made to Little Kate, and this is one of seven concerns. She discussed the safety benefits of having trails or other options for pedestrians.

Tanya Kinear, resident, expressed that the committee process is a good system, but she doesn't want it to sacrifice the safety of our children. She hoped that solutions can be expedited and emphasized that the intersection of Monitor and Little Kate should have a stop sign. The pick-up area at the school is also a critical issue.

Stacey Demolski, Lucky John Drive resident, pointed out that their list is not in any order and should be prioritized. She requested consideration of a sidewalk on one side of the street on Little Kate, realizing that it is expensive and disruptive. In response to a question from Jim Hier, she responded that her first priority is making Little Kate safe and to add a crosswalk behind the school where students are picked up.

Candace Erickson asked if the group is supportive of a sidewalk along Holiday Ranch Loop to the Racquet Club where there is a crossing to Monitor, which already has a sidewalk up to Lucky John and a sidewalk from Lucky John to the schools. Ms. Demolski responded that it is an option, but could not speak for the group. There was a negative reaction from the audience because the kids are used to walking Little Kate. Ms. Erickson emphasized that two-thirds of the sidewalk is already installed.

Cheryl Fox, resident, expressed her appreciation of the traffic calming process, but urged Council to take a more global look at a neighborhood that is built-out. *What worked ten years ago doesn't work now*. She spoke about not being eligible for free school bus service and felt that a sidewalk would offer another option.

Mark Conklin explained that he is a new Lucky John resident and is impressed by the number of pedestrians and joggers in the area at all hours. He felt that the speed trailers and children at play signs are helpful and encouraged Council to do something sooner rather than later.

Kurt Frankenberg, resident, agreed with Ms. Demolski's rating of the Little Kate problem. Bike lane striping is an improvement, but is still dangerous for young bikers to negotiate. There needs to be a wide bike lane or a sidewalk on one side of the street.

David Chaplin, 86 Prospect, extended his appreciation to the Council and staff for the Empire Pass soil removal mitigation plan, and specifically Jim Hier who placed additional conditions on the action. As a Board of Education member, he relayed that new projects within the School District are encouraged to install sidewalks. The District and the City are looking at ways to efficiently transport students. He pledged the School District's interest in improving safety for students. Jim Hier suggested considering the grassy area located between the Eccles Center and the football field as a pick-up and drop-off area. Marianne Cone discussed a bike safety class she and her husband conducted 20 years ago which was well received by the kids and easy to do. Mr. Frankenberg didn't feel that training is the issue, but rather the number of cars on the road because so many parents drive their children to school and he reiterated the growth experienced in the neighborhood over the years. Waiting two or three years is too long and the kids should be encouraged to walk and bike.

The Mayor stated that Council is very committed to improving safety but pointed out the many similar complaints throughout town. In his opinion, the solution is getting residents to drive the speed limit. Joe Kernan asked if citizens are involved in decisions. The City Manager explained that there is a traffic calming and a neighborhood policy for situations requiring technical analysis. In this instance, the neighborhood has been involved in the evaluation which is not typical. Park Meadows is a large area and its condition need to be compartmentalized to isolate specifics. He felt that this request is moving toward the neighborhood request policy and there will be recommendations for Council to consider in May 2006. In the meantime, staff will continue to work on short-term solutions, like enforcement and signs. Candace Erickson brought up the suggestion of lining up the driveway at the Racquet Club with Monitor. Kurt Frankenberg understood from Carol Potter of the Mountain Trails Foundation that funds are available through the Safe Routes for School Program. Marianne Cone brought up the challenges of acquiring easements through private property for a sidewalk. Jim Hier felt there should be a focus on connections to our trail system, especially to the City's new recreation complex. Joe Kernan encouraged the residents to prepare a petition for a sidewalk and/or gather needed information. He further recommended that staff look at the whole town and come up with a five-year plan for trail connections. Mayor Williams felt this is a major undertaking and suggested it would be more prudent for the City to understand what is involved in installing a sidewalk before getting the public involved in the process.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JUNE 30, 2005

Marianne Cone, "I move to accept the work session notes and minutes of the meeting of June 30, 2005". Kay Calvert seconded. Motion unanimously carried.

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving a condominium plat for Arrow Leaf, Park City, Utah **(motion to continue to August 4, 2005)** – The Mayor requested a motion to continue. Jim Hier, "I so move". Marianne Cone seconded. Motion unanimously carried.

2. Ordinance approving a plat amendment for 1439 Woodside Avenue, Park City, Utah **(motion to continue to August 4, 2005)** - The Mayor requested a motion to continue. Kay Calvert, "I so move". Marianne Cone seconded. Motion unanimously carried.

3. Ordnance approving a record of survey plat for Grand Lodge at Empire Pass, Park City, Utah **(motion to continue to August 4, 2005)** - The Mayor requested a motion to continue. Kay Calvert, "I so move". Candace Erickson seconded. Motion unanimously carried.

4. Ordinance approving the final record of survey plat for 1825 Three Kings Drive, Spiro Condominiums Buildings A – F, Park City, Utah – Planner Kirsten Whetstone explained that this request is Phase 1, including Buildings A – F, 38 residential units, three commercial units, and all of the parking for the uses included in the first phase. The Planning Commission forwarded a positive recommendation last night with the addition of Condition No. 9, which reads *the conflict with Building A shall be resolved to the satisfaction of the City Engineer as a condition precedent to the recordation of the plat*. The conflict is addressed in Finding No. 5, specifically the relocation of the Spiro bulkhead water line. The Mayor opened the public hearing. Hearing no comments, the public hearing was closed.

VI CONSENT AGENDA

Candace Erickson, "I move to approve Consent Agenda Items 1 and 2". Joe Kernan seconded. Motion unanimously carried.

1. Ordinance approving the final record of survey plat for 1825 Three Kings Drive, Spiro Condominiums Buildings A – F, Park City, Utah – See staff report and public hearing.

2. Conveyance of non-exclusive utility easement located between Fairway Hills and the National Ability Center to Snyderville Basin Water Reclamation District – See staff report.

VII NEW BUSINESS

Resolution establishing the IHC/Burbidge/USSA Annexation Task Force in Park City, Utah and appointment of two City Council members – Joe Kernan, "I move we approve the Resolution and appoint Jim Hier and Candace Erickson". Marianne Cone seconded with the proviso that Mr. Hier be appointed Chair. Motion carried unanimously.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:15 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. Jim Hier, "I move to close the meeting to discuss personnel, property and litigation. Kay Calvert 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

Author: Brooks T. Robinson
Subject: Village at Empire Pass, Arrow Leaf Lodge “A” Condominium Conversion
Date: August 4, 2005
Type of Item: Administrative

PLANNING DEPARTMENT

Summary Recommendations:
The Planning Department recommends the City Council hold a public hearing for the Arrow Leaf Lodge “A” at the Village at Empire Pass condominium record of survey plat. Staff has prepared findings of fact, conclusions of law and conditions of approval for the Council’s consideration.

Topic:

Applicant	**East West Partners**
Location	**Pod A, Village at Empire Pass**
Zoning	**Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)**
Adjacent Land Uses	**Deer Valley Resort, other development parcels of the Village at Empire Pass Pod A.**

Background:
On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a “large-scale” master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A. Arrow Leaf “A” is identified as Building 8. Arrow Leaf Lodge “B” is identified as Building 9 and is shown as Convertible Land on the Record of Survey. A height exception was granted for Buildings 8 and 9 to 86 feet above existing grade.

On March 9, 2005, the Planning Commission approved a Conditional Use Permit for the Arrow Leaf Lodge “A”. The approval is for a single building with 28 condominium units totaling 48,817 square feet for a total of 24.5 Unit Equivalents. In addition, 2 ADA units and 3 Employee Housing Units (EHUs) are proposed within the building.

On May 26, 2005 the City Council approved a Final Subdivision Plat for the Village at Empire Pass, West Side. The Arrow Leaf Lodge “A” is located on Lodge Lot 8/9.

The Planning Commission reviewed this application at its regular meeting of June 8, 2005, and forwards a positive recommendation.

Analysis:
The project is located within the RD zoning district. Setbacks in the RD zone are as follows:

- Front: 20 feet, a front facing garage 25 feet
- Rear: 15 feet
- Side: 12 feet

The Arrow Leaf Lodge "A" meets the minimum setback requirements. A height exception has been granted for this building for a total height of 86 feet above existing grade. This application meets the requisite subdivision requirements of Title 15-7 of the Park City Municipal Code and the Conditional Use Permit approval for the Arrow Leaf Lodge "A".

The 28 units range in size from 1242 square feet to 1942 square feet. The three Employee Housing Units are 742, 763, and 780 square feet in size. The City's Affordable Housing Director, Phyllis Robinson, finds these units acceptable given the location and other amenities available. These units are platted as private space. A deed restriction acceptable to the City is a Condition of Approval prior to plat recordation.

Department Review
This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record. No public input has been received by the time of this report.

Alternatives

1. The City Council may approve the Arrow Leaf Lodge condominium plat as conditioned or amended; or
2. The City Council may deny the Arrow Leaf Lodge condominium plat and direct staff to make Findings for this decision; or
3. The City Council may continue the discussion on the Arrow Leaf Lodge condominium plat.

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

Recommendation
The Planning Department recommends the City Council hold a public hearing for the Arrow Leaf Lodge "A" at the Village at Empire Pass condominium record of survey plat.

Staff has prepared findings of fact, conclusions of law and conditions of approval for the Council's consideration as found in the Ordinance.

Ordinance No. 05-

AN ORDINANCE APPROVING THE ARROW LEAF LODGE CONDOMINIUM RECORD OF SURVEY PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Arrow Leaf Lodge located on Lodge Lot 8/9 of the Empire Pass West Side subdivision plat have petitioned the City Council for approval of the Arrow Leaf Lodge condominium record of survey; 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 June 8, 2005, to receive input on the Arrow Leaf Lodge condominium record of survey;

WHEREAS, the Planning Commission, on June 8, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 4, 2005 the City Council approved the Arrow Leaf Lodge condominium record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Arrow Leaf Lodge condominium record of survey.

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

SECTION 1. APPROVAL. The Arrow Leaf Lodge condominium record of survey 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 Arrow Leaf Lodge “A” is located in the RD-MPD zoning district.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A.
4. On March 9, 2005, the Planning Commission approved a Conditional Use Permit for the Arrow Leaf Lodge “A”. The approval is for a single building with 28 condominium units totaling 48,817 square feet for a total of 24.5 Unit Equivalents. In addition, 2 ADA units and 3 Employee Housing Units (EHUs) are proposed within the building.

5. On May 26, 2005 the City Council approved a Final Subdivision Plat for the Village at Empire Pass, West Side. The Arrow Leaf Lodge “A” is located on Lodge Lot 8/9
6. The proposed building is consistent with the approved Master Planned Development for the Village at Empire Pass and the Conditional Use Permit for the Arrow Leaf Lodge “A”.
7. The 28 units range in size from 1242 square feet to 1942 square feet.
8. A height exception has been granted for this building for a total height of 86 feet above existing grade.
9. Arrow Leaf Lodge “B” is shown as Convertible Land on this Record of Survey.
10. The Planning Commission reviewed this application at its regular meeting of June 8, 2005, and forwards a positive recommendation.

Conclusions of Law:

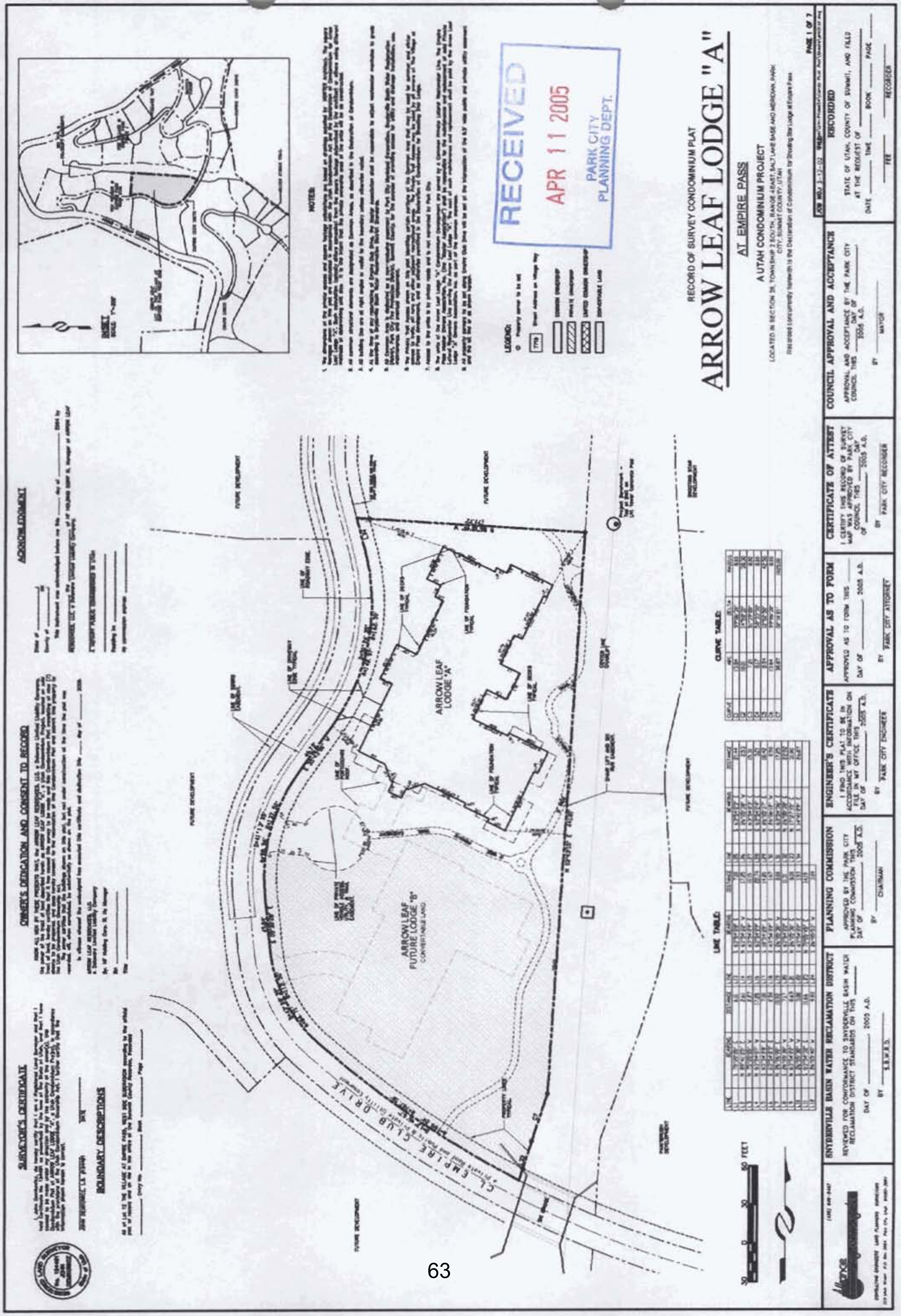
1. There is good cause for this Record of Survey.
2. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Record of Survey.
4. Approval of the Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

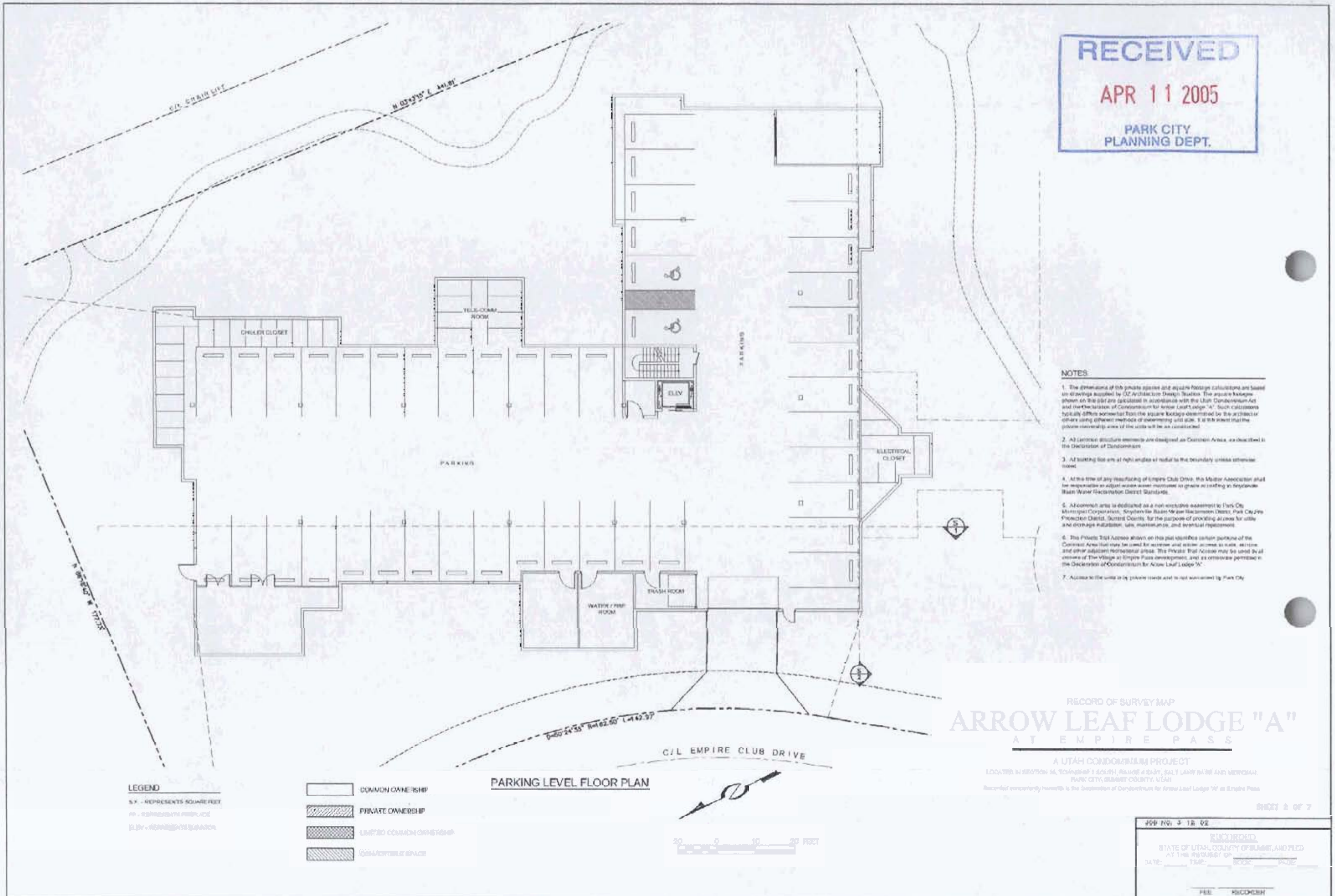
Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the Record of Survey 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 for the plat will be void.
3. All conditions of approval of the Village at Empire Pass Master Planned Development, Village at Empire Pass, West Side plat and the Arrow Leaf Lodge “A” Conditional Use Permit shall continue to apply.
4. The Employee Housing Units must be deed restricted in a form acceptable to the City prior to recordation of the plat.
5. The final plat for The Village at Empire Pass, West Side shall be recorded prior to the Record of Survey for the Arrow Leaf Lodge “A”.

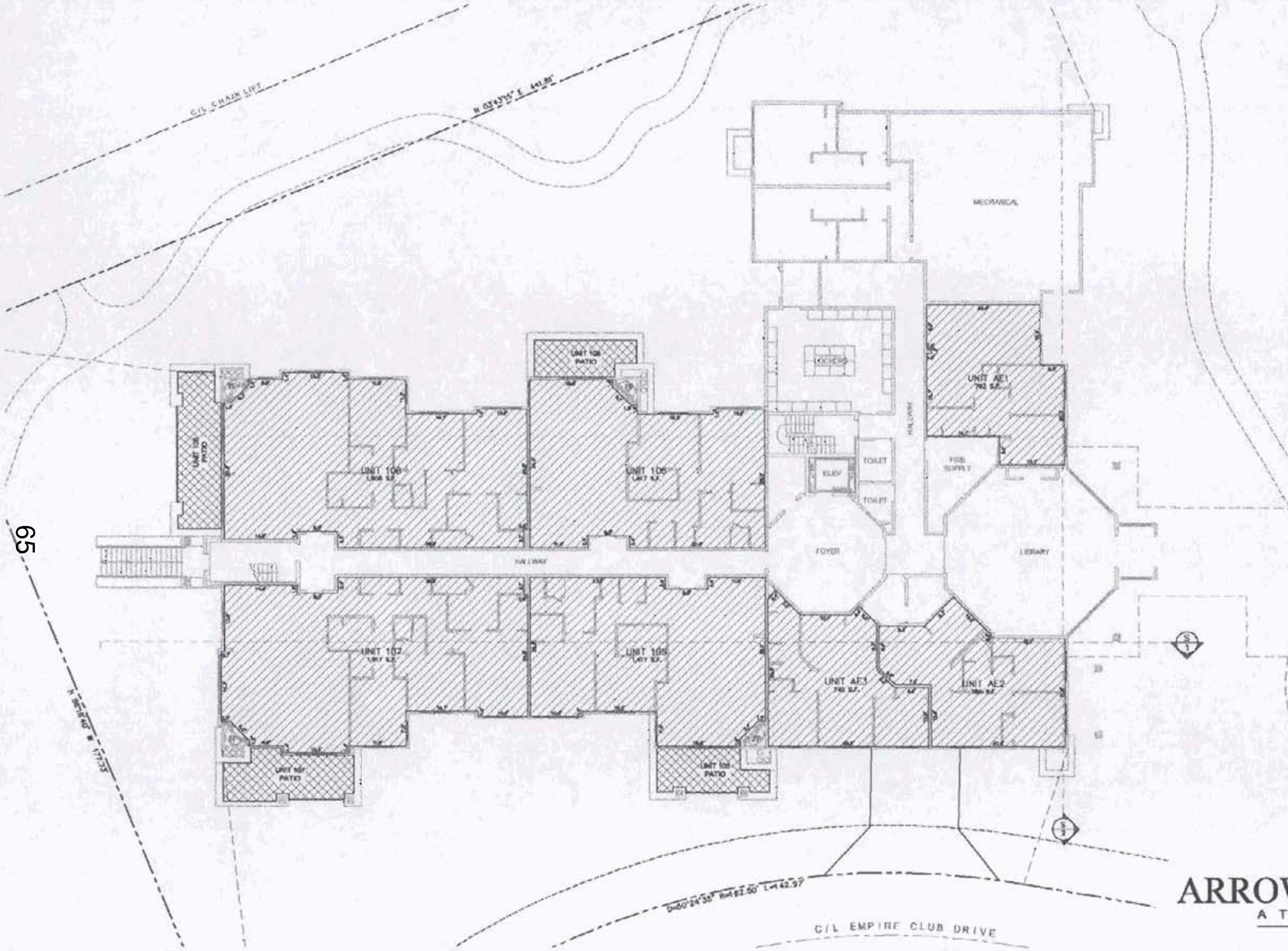
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 4th day of August, 2005.


RECORD OF SURVEY CONDOMINIUM PLAT
ARROW LEAF LODGE "A"
AT EMPIRE PASS
A UTAH CONDOMINIUM PROJECT
RECEIVED
APR 11 2005
PARK CITY PLANNING DEPT.
NOTES:
LEGEND:
SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTION
OWNER'S DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGMENT
ARROW LEAF LODGE "A"
ARROW LEAF FUTURE LODGE "B"
CONVERTIBLE LAND
CL EMPIRE CLUB DRIVE
LINE TABLE
CURVE TABLE
50 FEET
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
PLANNING COMMISSION
ENGINEER'S CERTIFICATE
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED



RECEIVED
APR 11 2005
PARK CITY
PLANNING DEPT.
C/L CHAIR LIFT
CHILLER CLOSET
TELE-COMM ROOM
ELEV
PARKING
PARKING
ELECTRICAL CLOSET
TRASH ROOM
WATER / FIRE ROOM
C/L EMPIRE CLUB DRIVE
NOTES
PARKING LEVEL FLOOR PLAN
LEGEND
COMMON OWNERSHIP
PRIVATE OWNERSHIP
RECORD OF SURVEY MAP
ARROW LEAF LODGE "A"
AT EMPIRE PASS
A UTAH CONDOMINIUM PROJECT
PARK CITY, SUMMIT COUNTY, UTAH
SHEET 2 OF 7
JOB NO. 3 12 02
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
DATE: TIME: BOOK: PAGE:
FEE RECORDER



LEVEL 1 FLOOR PLAN

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION
AE1	763	
AE2	788	
AE3	742	
105	1417	
106	1417	
107	1917	
108	1908	

NOTES:

1. The dimensions of the private spaces and square footage calculations are based on drawings supplied by OZ Architecture Design Studios. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Arrow Leaf Lodge "A". Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.

2. All common structure elements are designed as Common Areas as described in the Declaration of Condominium.

3. All building ties are at right angles or radial to the boundary unless otherwise noted.

4. At the time of any resurfacing of Empire Club Drive, the Master Association shall be responsible to adjust waste water manholes to grade according to Snyderville Basin Water Reclamation District Standards.

5. All common area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, Summit County, for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.

6. The Private Trail Access shown on this plat identifies certain portions of the Common Area that may be used for summer and winter access to trails, skiruns and other adjacent recreational areas. The Private Trail Access may be used by all owners of The Village at Empire Pass development, and as otherwise permitted in the Declaration of Condominium for Arrow Leaf Lodge "A".

7. Access to the units is by private roads and is not warranted by Park City.

RECORD OF SURVEY MAP

ARROW LEAF LODGE "A"

AT EMPIRE PASS

A UTAH CONDOMINIUM PROJECT

LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith is the Declaration of Condominium for Arrow Leaf Lodge "A" at Empire Pass.

LEGEND

S.F. - REPRESENTS SQUARE FEET

FP - REPRESENTS FIREPLACE

ELEV - REPRESENTS ELEVATOR

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

CONVERTIBLE SPACE

SHEET 3 OF 7

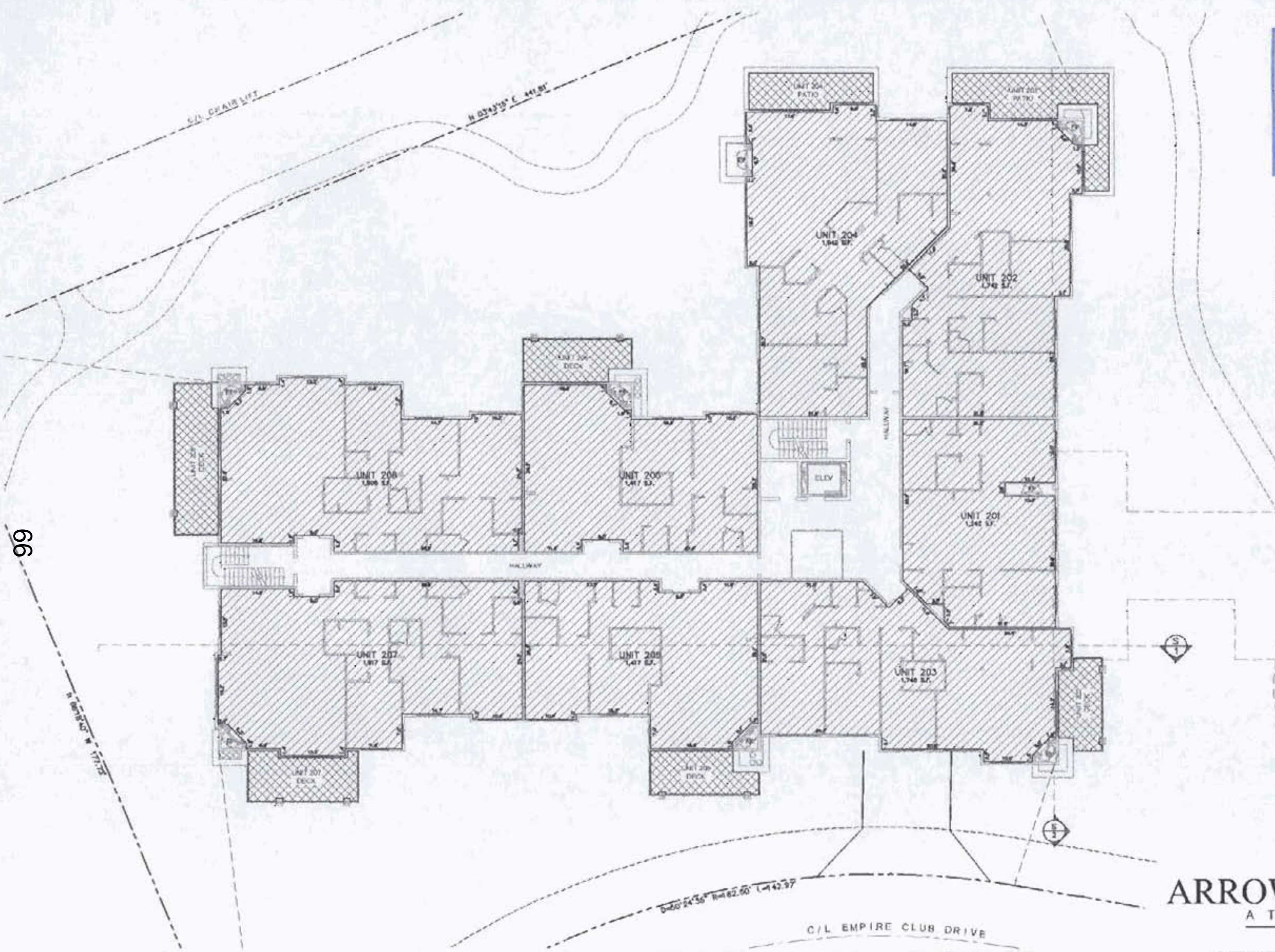
JOB NO: 3-12-02

RECORDED

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

DATE ______ TIME ______ BOOK ______ PAGE ______

FEE ______ RECORDER



UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION
201	1242	
202	1742	
203	1745	
204	1942	
205	1417	
206	1417	
207	1917	
208	1906	

NOTES:

1. The dimensions of the private spaces and square footage calculations are based on drawings supplied by OZ Architecture Design Studios. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Arrow Leaf Lodge "A". Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.

2. All common structure elements are designed as Common Areas, as described in the Declaration of Condominium.

3. All building ties are at right angles or radial to the boundary unless otherwise noted.

4. At the time of any resurfacing of Empire Club Drive, the Master Association shall be responsible to adjust sewer manholes to grade according to Snyderville Basin Water Reclamation District Standards.

5. All common area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, Summit County, for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.

6. The Private Trail Access shown on this plat identifies certain portions of the Common Area that may be used for summer and winter access to trails, ski runs and other adjacent recreational areas. The Private Trail Access may be used by all owners of The Village at Empire Pass development, and as otherwise permitted in the Declaration of Condominium for Arrow Leaf Lodge "A".

7. Access to the units is by private roads and is not maintained by Park City.

LEGEND

S.F. - REPRESENTS SQUARE FEET
FP - REPRESENTS FIREPLACE
ELEV - REPRESENTS ELEVATOR

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP
CONVERTIBLE SPACE

LEVEL 2 FLOOR PLAN

RECORD OF SURVEY MAP

ARROW LEAF LODGE "A"

AT EMPIRE PASS

A UTAH CONDOMINIUM PROJECT

LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

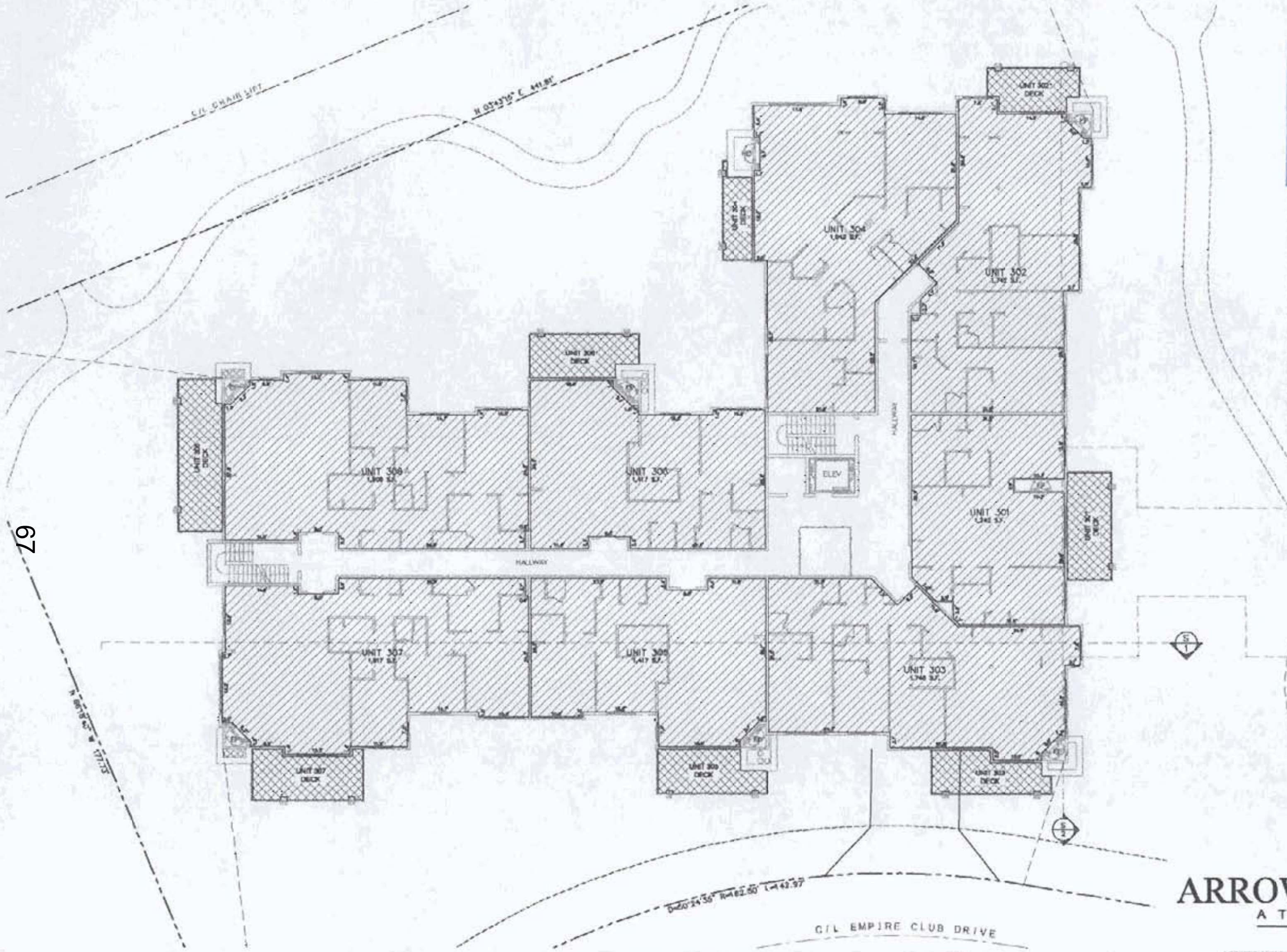
Recorded concurrently herewith is the Declaration of Condominium for Arrow Leaf Lodge "A" at Empire Pass.

SHEET 4 OF 7

JOB NO: 3-12-02

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE _____ RECORDER



UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION
301	1342	
302	1743	
303	1746	
304	1942	
305	1417	
306	1417	
307	1917	
308	1908	

NOTES:

1. The dimensions of the private spaces and square footage calculations are based on drawings supplied by OZ Architecture Design Studios. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Arrow Leaf Lodge "A". Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.

2. All common structure elements are designated as Common Areas, as described in the Declaration of Condominium.

3. All building ties are at right angles or radial to the boundary unless otherwise noted.

4. At the time of any resurfacing of Empire Club Drive, the Master Association shall be responsible to adjust waste water manholes to grade according to Snyderville Basin Water Reclamation District Standards.

5. All common area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, Summit County, for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.

6. The Private Trail Access shown on this plat identifies certain portions of the Common Area that may be used for summer and winter access to trails, ski runs and other adjacent recreational areas. The Private Trail Access may be used by all owners of The Village at Empire Pass development, and as otherwise permitted in the Declaration of Condominium for Arrow Leaf Lodge "A".

7. Access to the units is by private roads and is not warranted by Park City.

LEVEL 3 FLOOR PLAN

LEGEND

S.F. - REPRESENTS SQUARE FEET
FP - REPRESENTS FIREPLACE
ELEV - REPRESENTS ELEVATOR

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP
CONVERTIBLE SPACE

20 0 10 20 FEET

RECORD OF SURVEY MAP

ARROW LEAF LODGE "A"

AT EMPIRE PASS

A UTAH CONDOMINIUM PROJECT

LOCATED IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith is the Declaration of Condominium for Arrow Leaf Lodge "A" at Empire Pass.

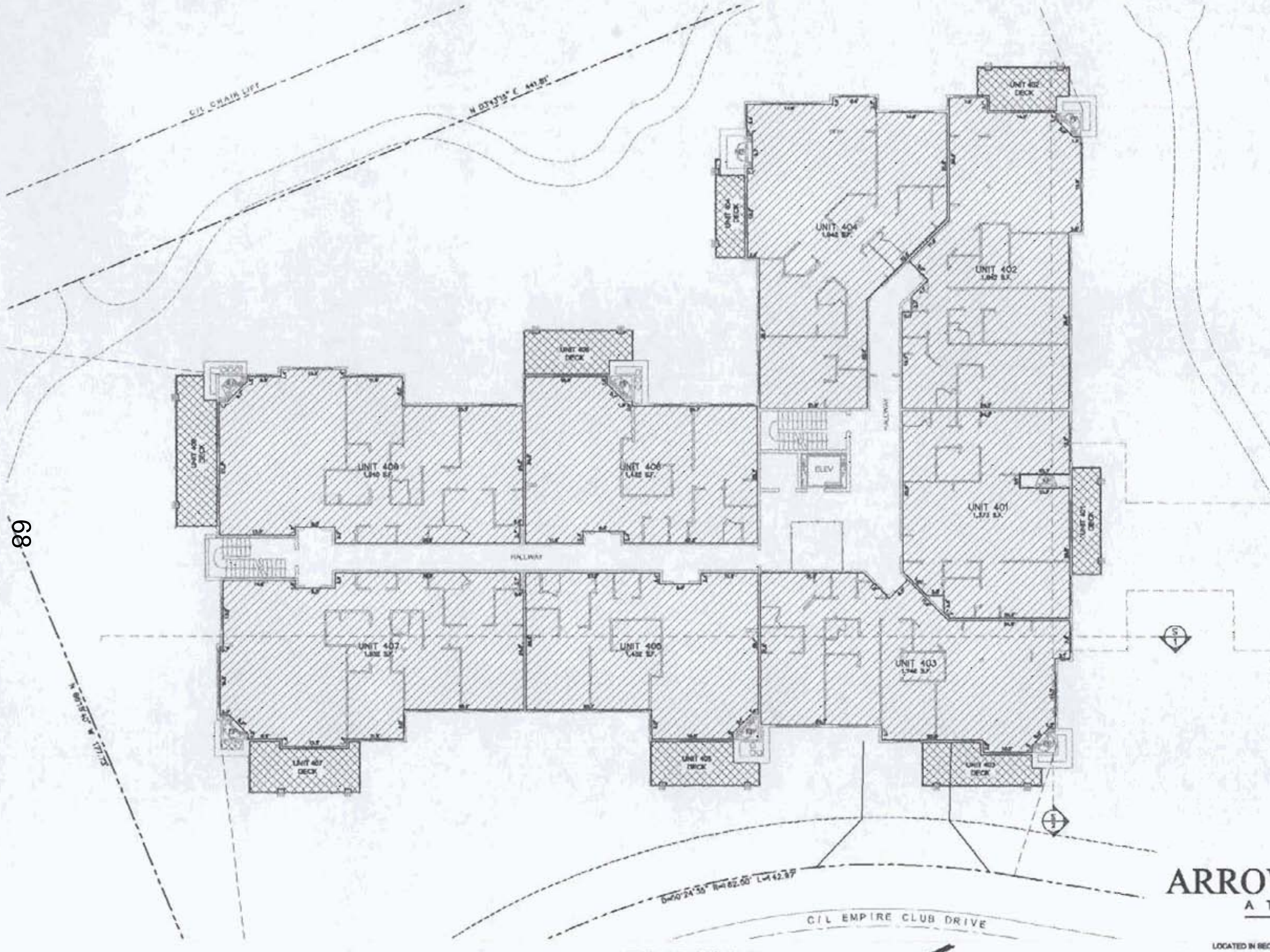
SHEET 5 OF 7

JOB NO: 3-12-02

RECORDED

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

FEE ______ RECORDER ______



UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION
401	1373	
402	1943	
403	1746	
404	1942	
405	1432	
406	1932	
407	1932	
408	1940	

NOTES:

1. The dimensions of the private spaces and square footage calculations are based on drawings supplied by OZ Architecture Design Studios. The square footages shown on the plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Arrow Leaf Lodge "A". Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.

2. All common structure elements are designated as Common Areas, as described in the Declaration of Condominium.

3. All building ties are at right angles or radial to the boundary unless otherwise noted.

4. At the time of any resurfacing of Empire Club Drive, the Master Association shall be responsible to adjust waste water manholes to grade according to Snyderville Basin Water Reclamation District Standards.

5. All common area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, Summit County, for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.

6. The Private Trail Access shown on this plat identifies certain portions of the Common Area that may be used for summer and winter access to trails, ski runs and other adjacent recreational areas. The Private Trail Access may be used by all owners of The Village at Empire Pass development, and as otherwise permitted in the Declaration of Condominium for Arrow Leaf Lodge "A".

7. Access to the units is by private roads and is not warranted by Park City.

LEGEND

S.F. - REPRESENTS SQUARE FEET
FP - REPRESENTS FIREPLACE
ELEV - REPRESENTS ELEVATOR

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP
CONVERTIBLE SPACE

LEVEL 4 FLOOR PLAN

20 0 10 20 FEET

RECORD OF SURVEY MAP

ARROW LEAF LODGE "A"

AT EMPIRE PASS

A UTAH CONDOMINIUM PROJECT

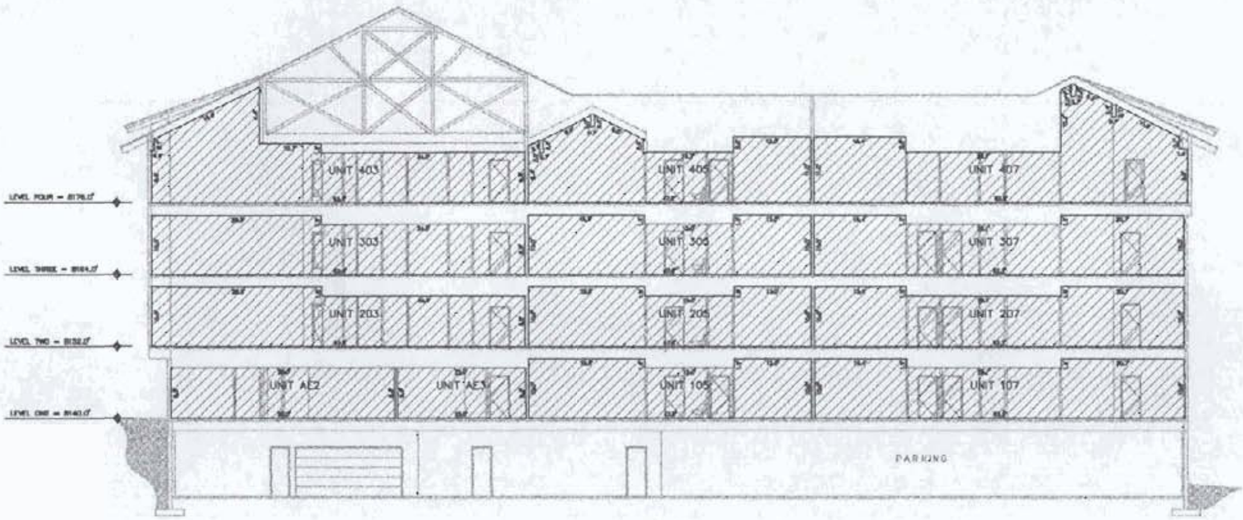
LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith is the Declaration of Condominium for Arrow Leaf Lodge "A" at Empire Pass.

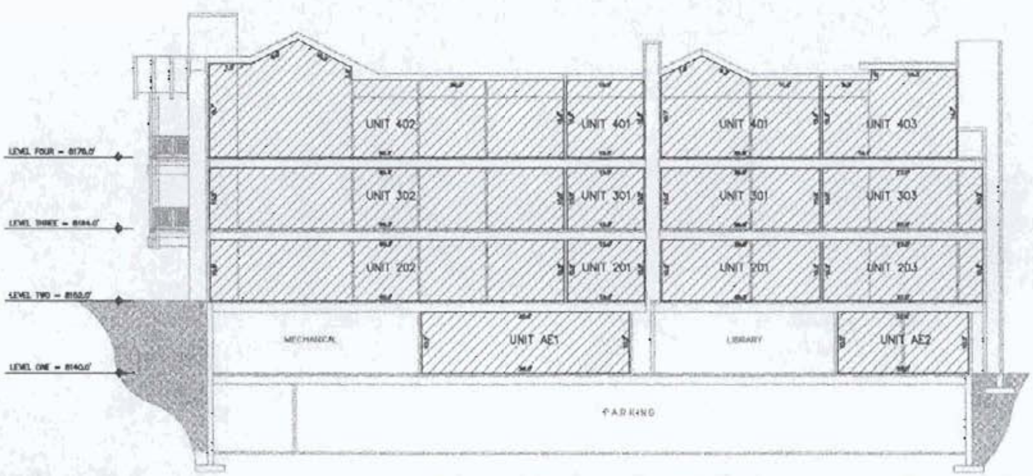
SHEET 6 OF 7

JOB NO: 3-12-02

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



SECTION S-1



SECTION S-2

20 0 10 20 FEET

LEGEND

S.F. - REPRESENTS SQUARE FEET
FP - REPRESENTS FIREPLACE
ELEV - REPRESENTS ELEVATOR

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP
CONVERTIBLE SPACE

NOTES:

1. The dimensions of the private spaces and square footage calculations are based on drawings supplied by OZ Architecture-Design Studios. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Arrow Leaf Lodge "A". Such calculations typically differs somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.

2. All common structure elements are designed as Common Areas, as described in the Declaration of Condominium.

3. All building ties are at right angles or radial to the boundary unless otherwise noted.

4. At the time of any resurfacing of Empire Club Drive, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards.

5. All common area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, Summit County, for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.

6. The Private Trail Access shown on this plat identifies certain portions of the Common Area that may be used for summer and winter access to trails, slopes and other adjacent recreational areas. The Private Trail Access may be used by all owners of The Village at Empire Pass development, and as otherwise permitted in the Declaration of Condominium for Arrow Leaf Lodge "A".

7. Access to the units is by private roads and is not warranted by Park City.

RECORD OF SURVEY MAP

ARROW LEAF LODGE "A"

AT EMPIRE PASS

A UTAH CONDOMINIUM PROJECT

LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith is the Declaration of Condominium for Arrow Leaf Lodge "A" at Empire Pass.

SHEET 7 OF 7

JOB NO: 3-12-02

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

______ FEE ______ RECORDER

City Council Staff Report

Author:	**Brooks T. Robinson**
Subject:	**Grand Lodge at Empire Pass Condominium Conversion**
Date:	**August 4, 2005**
Type of Item:	**Administrative**

PARK CITY 1884

PLANNING DEPARTMENT

Summary Recommendations:
The Planning Department recommends the City Council hold a public hearing for the Grand Lodge at Empire Pass condominium record of survey plat. Staff has prepared findings of fact, conclusions of law and conditions of approval for the Council's consideration.

Topic:

Applicant	**Grand Lodge Partners**
Location	**8777 Marsac Avenue, Village at Empire Pass**
Zoning	**Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)**
Adjacent Land Uses	**Deer Valley Resort, other development parcels of the Village at Empire Pass Pod A.**

Background:
On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

On September 11, 2002, the Planning Commission approved a Master Planned Development for the Flagstaff Mountain Resort Phase II. This Master Planned Development included eighteen (18) detached single-family dwelling units utilizing 27 Unit Equivalents (UEs) on the Northside Village Subdivision II, Lot B; 25 townhouse multi-unit dwellings utilizing 37.5 UEs on Northside Village Subdivision II, Lot C; and a twenty-two (22) condominium multi-unit building utilizing 33 UEs on Northside Village Subdivision II, Lot D. Lot C has been developed as Ironwood at Deer Valley.

On October 27, 2004, the Planning Commission approved an MPD amendment to lot D that increased the unit count from 22 to 27 while staying within the 33 UEs (66,000 square feet).

On December 8, 2004, the Planning Commission approved a Conditional Use Permit for the Grand Lodge at Empire Pass located on lot D. The approval is for a single building with 27 condominium units totaling 65,344 square feet for a total of 32.7 Unit Equivalents. Units range in size from 1,778 square feet to 3,246 square feet. In addition, 2 ADA units and 1 Employee Housing Unit (EHU) of 944 square feet are proposed within the building. A commercial office of 1,275 square feet is included. This space will be counted against the 75,000 square feet allocated by the Flagstaff Development Agreement.

The Planning Commission reviewed this application at its regular meeting of July 13, 2005, and forwards a positive recommendation.

Analysis:

The project is located within the RD zoning district. Setbacks in the RD zone are as follows:

- Front: 20 feet, a front facing garage 25 feet
- Rear: 15 feet
- Side: 12 feet

The Grand Lodge at Empire Pass meets the minimum setback requirements. This application meets the requisite subdivision requirements of Title 15-7 of the Park City Municipal Code and the Conditional Use Permit approval for the Grand Lodge at Empire Pass.

The Employee Housing Unit is platted as private space. A deed restriction acceptable to the City is a Condition of Approval prior to plat recordation.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record. No public input has been received by the time of this report.

Alternatives

4. The City Council may approve the Grand Lodge condominium plat as conditioned or amended; or
5. The City Council may deny the Grand Lodge condominium plat and direct staff to make Findings for this decision; or
6. The City Council may continue the discussion on the Grand Lodge condominium plat.

Significant Impacts

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

Recommendation

The Planning Department recommends the City Council hold a public hearing for the Grand Lodge at Empire Pass condominium record of survey plat. Staff has prepared findings of fact, conclusions of law and conditions of approval for the Council's consideration as found in the Ordinance.

Ordinance No. 05-

AN ORDINANCE APPROVING THE GRAND LODGE CONDOMINIUM RECORD OF SURVEY PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Grand Lodge located at 8777 Marsac Avenue have petitioned the City Council for approval of the Grand Lodge condominium record of survey; 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 13, 2005, to receive input on the Grand Lodge condominium record of survey;

WHEREAS, the Planning Commission, on July 13, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 4, 2005 the City Council approved the Grand Lodge condominium record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Grand Lodge condominium record of survey.

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

SECTION 1. APPROVAL. The Grand Lodge condominium record of survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

11. The Grand Lodge at Empire Pass is located in the RD-MPD zoning district.
12. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
13. On September 11, 2002, the Planning Commission approved a Master Planned Development for the Flagstaff Mountain Resort Phase II. This Master Planned Development included eighteen (18) detached single-family dwelling units utilizing 27 Unit Equivalents (UEs) on the Northside Village Subdivision II, Lot B; 25 townhouse multi-unit dwellings utilizing 37.5 UEs on Northside Village Subdivision II, Lot C; and a twenty-two (22) condominium multi-unit building utilizing 33 UEs on

Northside Village Subdivision II, Lot D. Lot C has been developed as Ironwood at Deer Valley.

14. On October 27, 2004, the Planning Commission approved an MPD amendment to lot D that increased the unit count from 22 to 27 while staying within the 33 UEs (66,000 square feet).
15. On December 8, 2004, the Planning Commission approved a Conditional Use Permit for the Grand Lodge at Empire Pass located on lot D. The approval is for a single building with 27 condominium units totaling 65,344 square feet for a total of 32.7 Unit Equivalents
16. Two ADA units and 1 Employee Housing Unit (EHU) of 944 square feet are proposed within the building. A commercial office of 1,275 square feet is included. This space will be counted against the 75,000 square feet allocated by the Flagstaff Development Agreement.
17. The proposed building is consistent with the approved Master Planned Development for the Village at Empire Pass and the Conditional Use Permit for the Grand Lodge at Empire Pass.
18. Access to the Bannerwood subdivision has been approved in accordance with the Village MPD.
19. The Planning Commission reviewed this application at its regular meeting of July 13, 2005, and forwards a positive recommendation.

Conclusions of Law:

5. There is good cause for this Record of Survey.
6. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
7. Neither the public nor any person will be materially injured by the proposed Record of Survey.
8. Approval of the Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

6. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
7. The applicant will record the Record of Survey 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 for the plat will be void.
8. All conditions of approval of the Flagstaff Mountain Resort Master Planned Development, Phase II, the Northside Village Subdivision II plat and the Grand Lodge at Empire Pass Conditional Use Permit shall continue to apply.
9. The Employee Housing Unit must be deed restricted in a form acceptable to the City prior to recordation of the plat.
10. The portion of Silver Strike Trail within the boundary of the Grand Lodge plat shall be dedicated as a non-exclusive public utility easement on the plat.
11. A financial guarantee for the value of public improvements related to the construction of the Grand Lodge shall submitted prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer.

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

PASSED AND ADOPTED this 4th day of August, 2005.

SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner(s), this Condominium Plat of THE GRAND LODGE, a Utah Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

______________________ ______________
JOHN DEMKOWICZ, L.S. #154491 DATE

BOUNDARY DESCRIPTIONS

All of Lot D NORTHSIDE VILLAGE SUBDIVISION II according to the official plat of record and on file in the office of the Summit County Recorder, Recorded 6-28-2002, Entry No. 623453.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the GRAND LODGE PARTNERS, LLC, a Utah limited liability company, the owner of the tract of land described herein as THE GRAND LODGE, a Utah Condominium project located on said tract of land, hereby certify that they have caused this survey to be made and this Record of Survey Map consisting of ten (10) sheets to be prepared, and does hereby consent to the recordation of this Record of Survey Map and submit this property to the Utah Condominium Ownership Act.

The owner certifies that the buildings shown on this plat, but not constructed at the time the plat was recorded, will, when completed, be substantially as shown on the plat.

In witness whereof the undersigned has executed this certificate and dedication this ____ day of ________, 2005.

GRAND LODGE PARTNERS, LLC,
a Utah Limited Liability Company

____
By: Jacek Koson, Manager

ACKNOWLEDGMENT

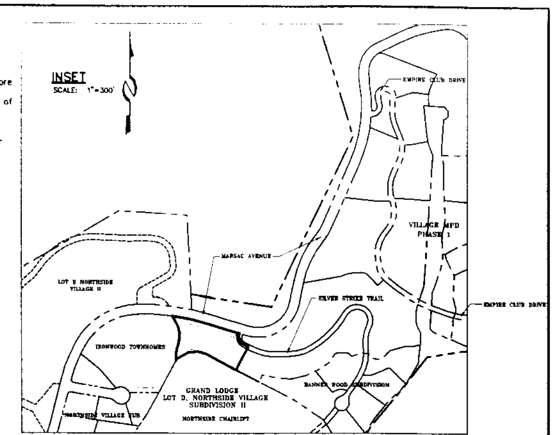
State of ______________ }
ss:
County of ______________ }

On this ______ day of ______________, 2005, personally appeared before me, the undersigned Notary Public, in and for said County and State, Jacek Koson, being duly sworn, acknowledged to me that he is the Manager Member of GRAND LODGE PARTNERS, LLC, a Utah limited liability company, and that the foregoing Owner's Certificate and Dedication was signed on behalf of said company by authority of its operating agreement, and said Jacek Koson acknowledged to me that he executed the same on behalf of said company or authorizing resolution.

____
A NOTARY PUBLIC COMMISSIONED IN UTAH

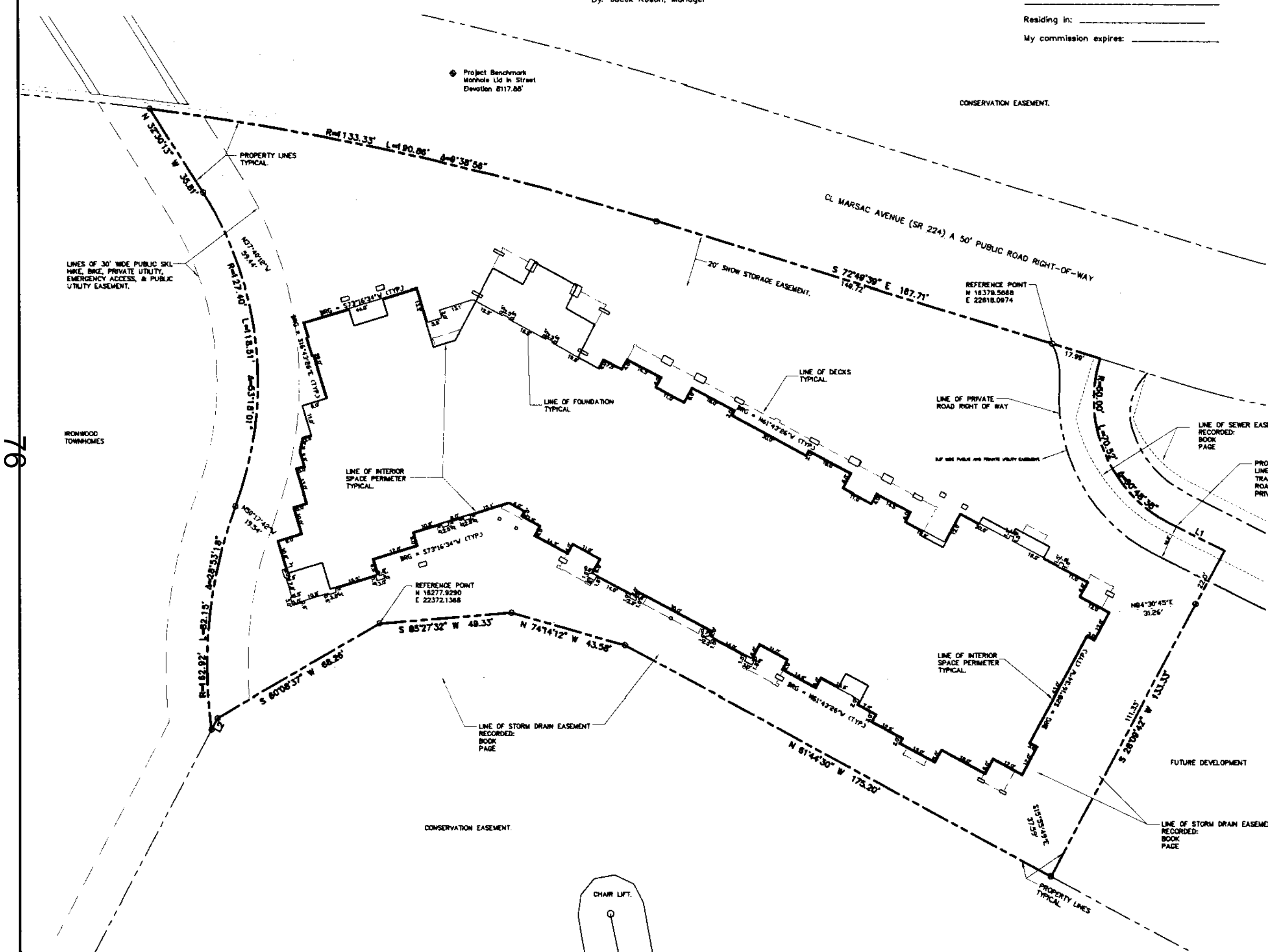
____
Residing in: ______________

My commission expires: ______________



NOTES:

1. The dimensions of the private spaces and square footage calculations are based on drawings supplied by JSA Architecture. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Covenants, Conditions, Restrictions and Easements of Grand Lodge, A Utah Condominium Project. Such calculation typically differs somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
2. All common structural elements are designated as Common Areas, as described in the Declaration of Condominium.
3. Building ties this sheet are from the property line to the building foundation as shown.
4. All Common Area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Service District, Summit County, for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
5. Access to the units is by private roads and is not warranted by Park City.
6. The units of The Grand Lodge Condominium Development are served by a Common Private Lateral Wastewater Line. The Empire Pass Master Owners Association, Inc. (the "Master Association") shall be responsible for the maintenance and replacement of said Private Lateral Wastewater Line serving the Grand Lodge. The cost of such maintenance and replacement shall be paid by the Grand Lodge Owners Association, Inc. as part of the common expenses.
7. The property corner at Silver Strike Trail will be set at the intersection of the 9.5' wide public and private utility easement and the lot line or as shown hereon.



LEGEND:

○ Property corner to be set

[7715] Street Address on Marsac Avenue

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

20 0 20 40 FEET

CONDOMINIUM PLAT

THE GRAND LODGE

A UTAH CONDOMINIUM PROJECT

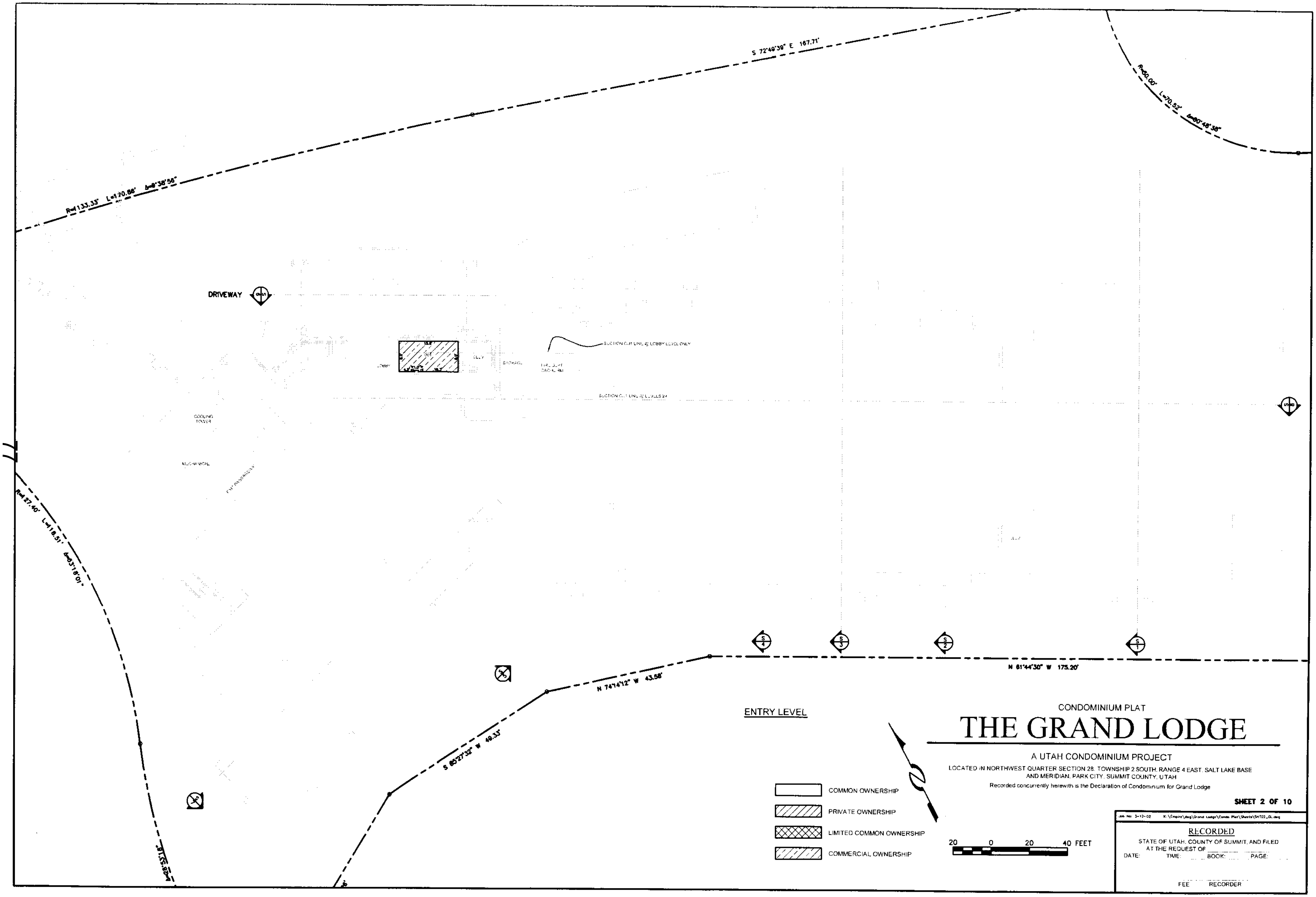
LOCATED IN NORTHWEST QUARTER SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

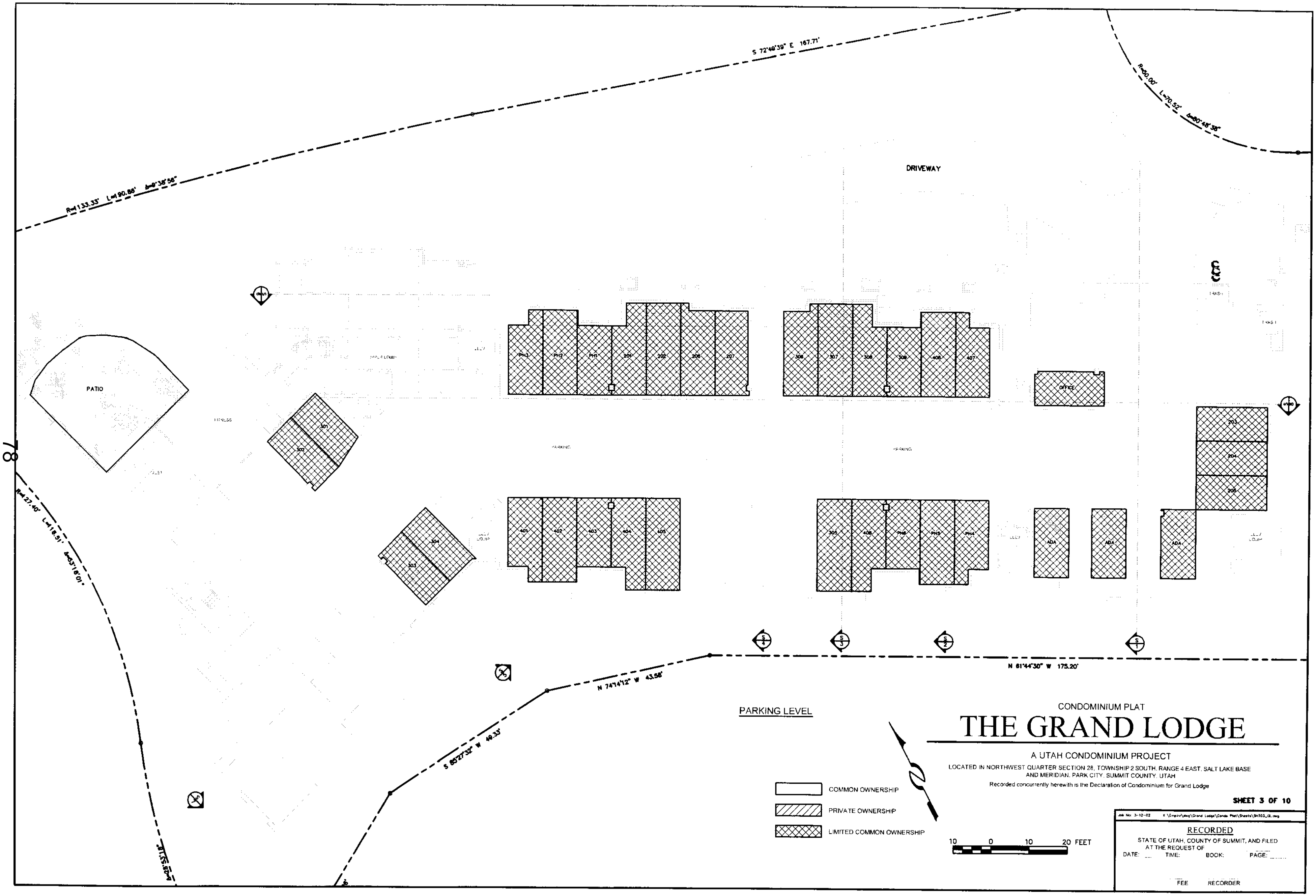
Recorded concurrently herewith is the Declaration of Condominium for Grand Lodge.

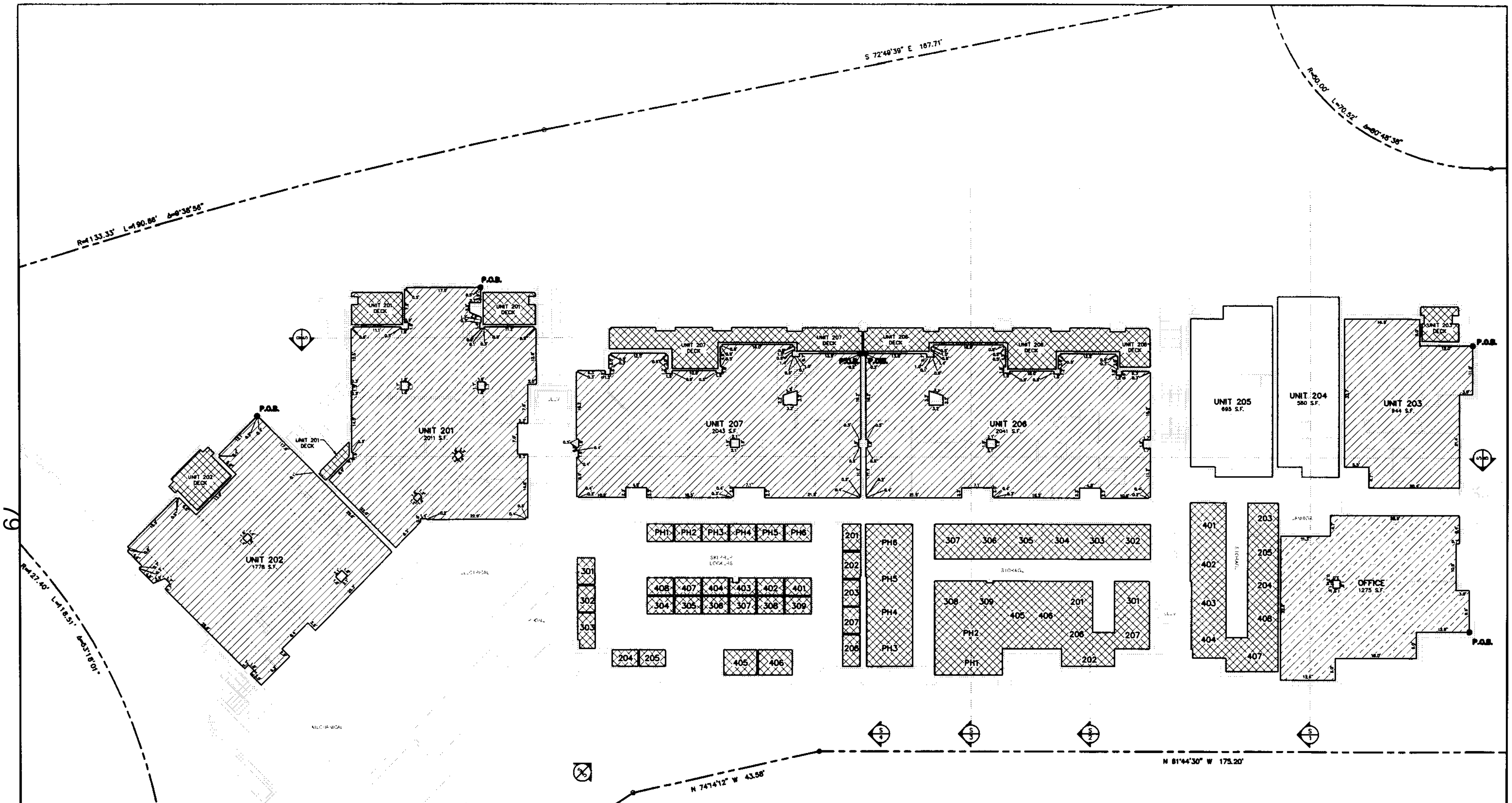
PAGE 1 OF 10

JOB NO.: 2-06-04 FILE: Grand Lodge\CONDO PLAT\SHEETS\SHT01_CL.dwg

(435) 649-9467 Alliance Engineering Inc CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	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


S 72°49'39" E 167.71'
R=50.00' L=70.52' Δ=80°48'38"
R=133.33' L=120.86' Δ=51°38'56"
DRIVEWAY
R=127.40' L=118.51' Δ=53°18'01"
N 61°44'30" W 175.20'
N 74°14'12" W 43.58'
S 85°27'32" W 49.33'
ENTRY LEVEL
CONDOMINIUM PLAT
THE GRAND LODGE
A UTAH CONDOMINIUM PROJECT
LOCATED IN NORTHWEST QUARTER SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
Recorded concurrently herewith is the Declaration of Condominium for Grand Lodge
SHEET 2 OF 10
COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP
COMMERCIAL OWNERSHIP
20 0 20 40 FEET
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF
DATE: TIME: BOOK: PAGE:
FEE RECORDER


S 72°49'39" E 167.71'
R=50.00' L=70.52' Δ=80°48'38"
DRIVEWAY
R=1133.33' L=190.86' Δ=9°38'56"
PATIO
PH3
PH2
PH1
201
202
206
207
306
307
308
309
406
407
OFFICE
301
302
401
402
403
404
405
304
303
305
408
PH6
PH5
PH4
ADA
203
204
205
R=127.40' L=118.51' Δ=53°18'01"
N 61°44'30" W 175.20'
N 74°14'12" W 43.58'
S 85°27'32" W 49.33'
PARKING LEVEL
COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP
10 0 10 20 FEET
CONDOMINIUM PLAT
THE GRAND LODGE
A UTAH CONDOMINIUM PROJECT
LOCATED IN NORTHWEST QUARTER SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
Recorded concurrently herewith is the Declaration of Condominium for Grand Lodge
SHEET 3 OF 10
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF
DATE: TIME: BOOK: PAGE:
FEE RECORDER



SECOND FLOOR

NOTE:
SEE SHEET 1 OF 10 FOR BOUNDARY CORNER REFERENCE COORDINATES & BEARINGS.

UNIT SQUARE FOOTAGE AND P.O.B. TIE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION	P.O.B. TIE	
201	2011	8143.79'	N 16400.2633	E 22445.8677
202	1778	8143.79'	N 16399.2831	E 22386.1216
203	944	8143.79'	N 16281.9905	E 22538.3016
206	2041	8143.79'	N 16345.5533	E 22515.9127
207	2043	8143.79'	N 16346.1158	E 22514.8669
OFFICE	1275	8143.79'	N 16224.8437	E 22606.7577

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

COMMERCIAL OWNERSHIP

10 0 10 20 FEET

CONDOMINIUM PLAT

THE GRAND LODGE

A UTAH CONDOMINIUM PROJECT

LOCATED IN NORTHWEST QUARTER SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. PARK CITY, SUMMIT COUNTY, UTAH

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SHEET 4 OF 10

RECORDED

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

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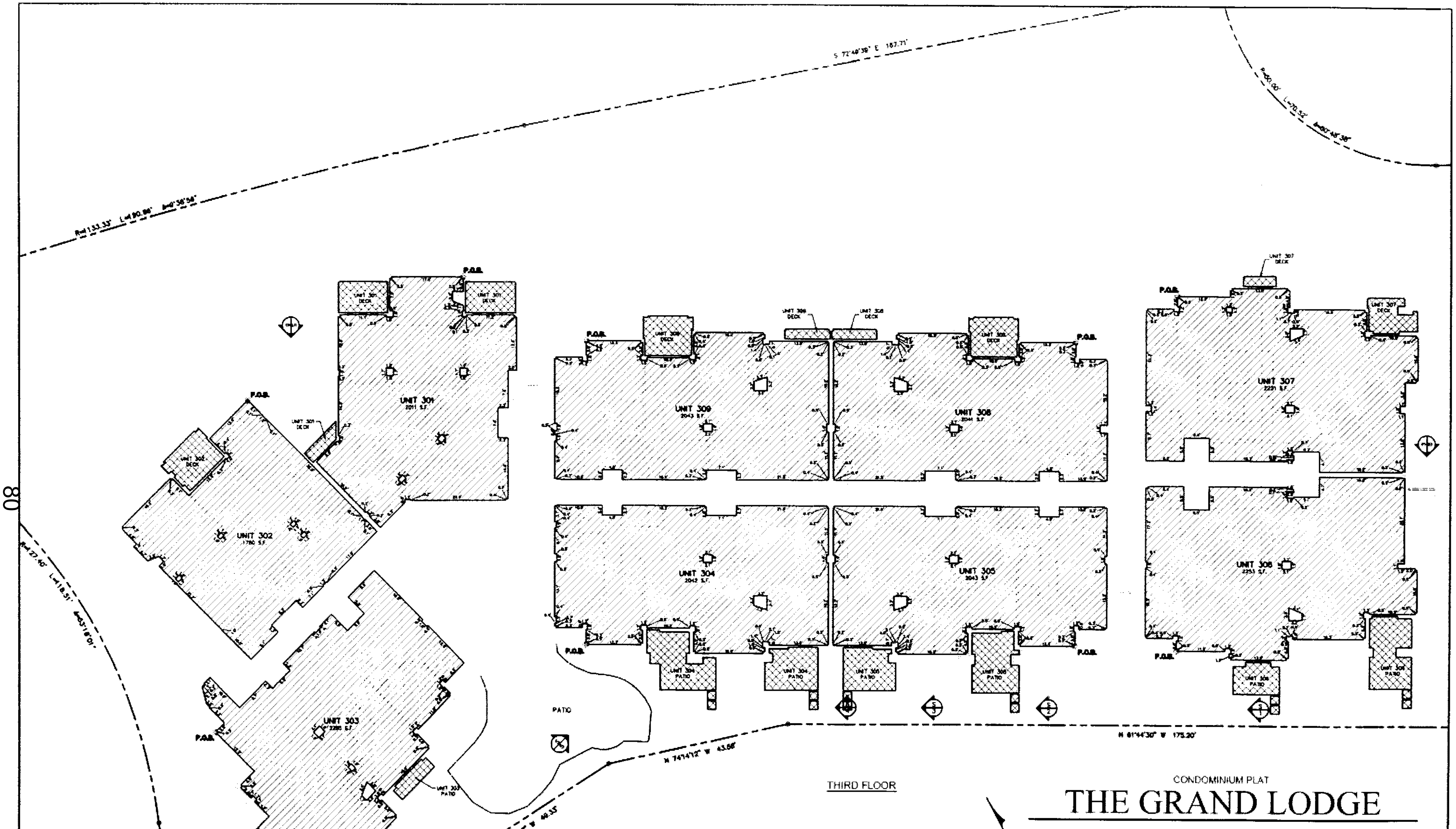
FEE ______ RECORDER



THIRD FLOOR

CONDOMINIUM PLAT

THE GRAND LODGE

A UTAH CONDOMINIUM PROJECT

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SHEET 5 OF 10

NOTE:
SEE SHEET 1 OF 10 FOR BOUNDARY CORNER REFERENCE COORDINATES & BEARINGS.

UNIT SQUARE FOOTAGE AND P.O.B. TIE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION	P.O.B. TIE	
301	2011	8156.79'	N 16400.2633	E 22446.8677
302	1760	8156.79'	N 16399.2531	E 22398.1218
303	2285	8156.79'	N 16333.8745	E 22342.1885
304	2042	8156.79'	N 16309.9152	E 22430.2218
305	2043	8156.79'	N 16254.9734	E 22532.3618
306	2253	8156.79'	N 16242.7136	E 22653.0426
307	2251	8156.79'	N 16316.6720	E 22592.8253
308	2041	8156.79'	N 16316.3637	E 22598.4588
309	2043	8156.79'	N 16373.3054	E 22464.3198

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

RECORDED

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

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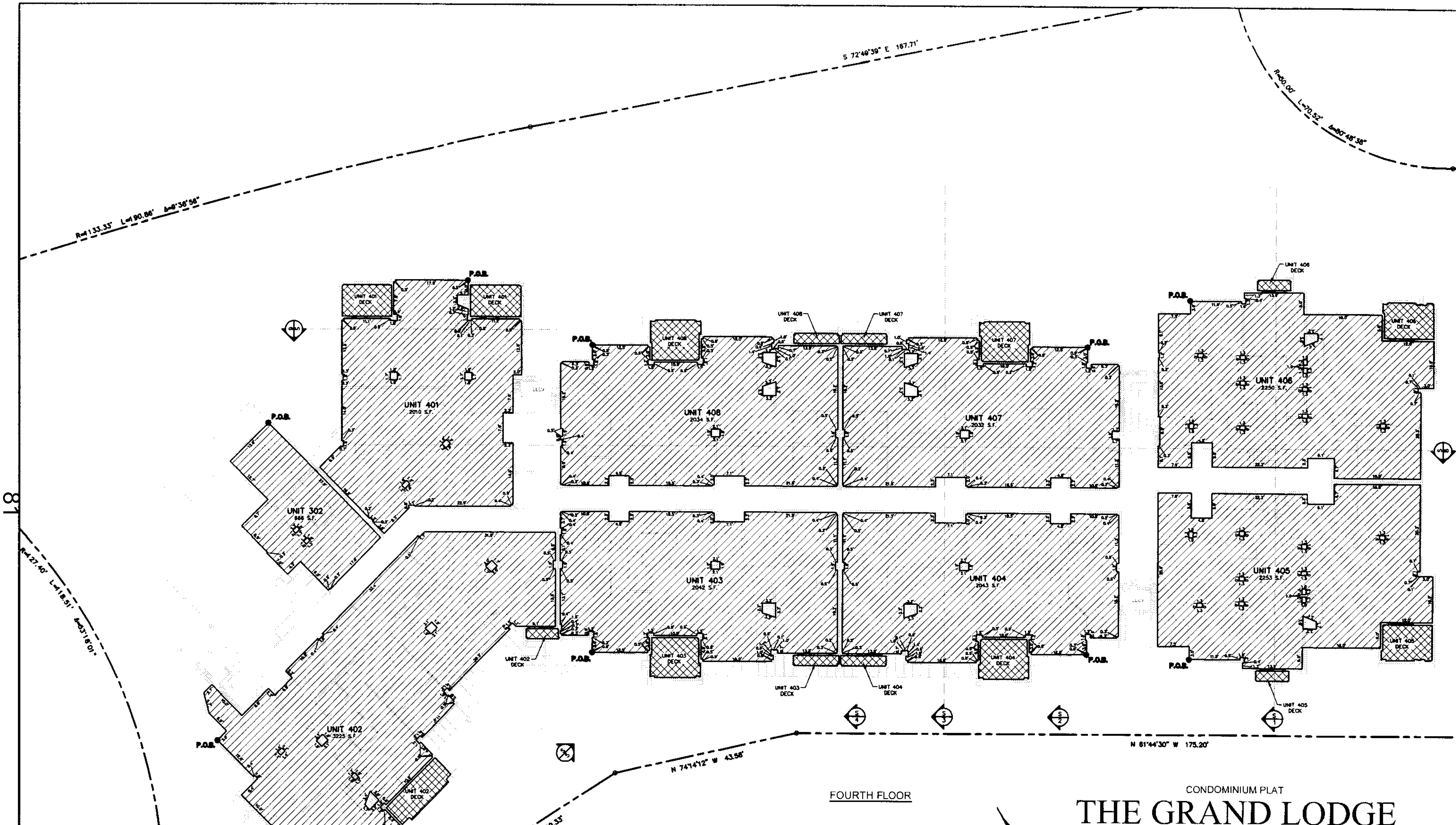

NOTE:
SEE SHEET 1 OF 10 FOR BOUNDARY CORNER REFERENCE COORDINATES & BEARINGS.

UNIT SQUARE FOOTAGE AND P.O.B. TIE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION	P.O.B. TIE	
302	666	8167.79'	N 16393.5639	E 22387.8481
401	2010	8167.79'	N 16400.2633	E 22445.8677
402	3225	8167.79'	N 16333.8745	E 22342.1895
403	2042	8167.79'	N 16309.9152	E 22430.2218
404	2043	8167.79'	N 16254.9734	E 22532.3618
405	2253	8167.79'	N 16242.7136	E 22553.0426
406	2250	8167.79'	N 16316.6720	E 22592.8593
407	2032	8167.79'	N 16318.3637	E 22566.4598
408	2034	8167.79'	N 16373.3054	E 22464.3196

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

CONDOMINIUM PLAT

THE GRAND LODGE

A UTAH CONDOMINIUM PROJECT

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SHEET 6 OF 10

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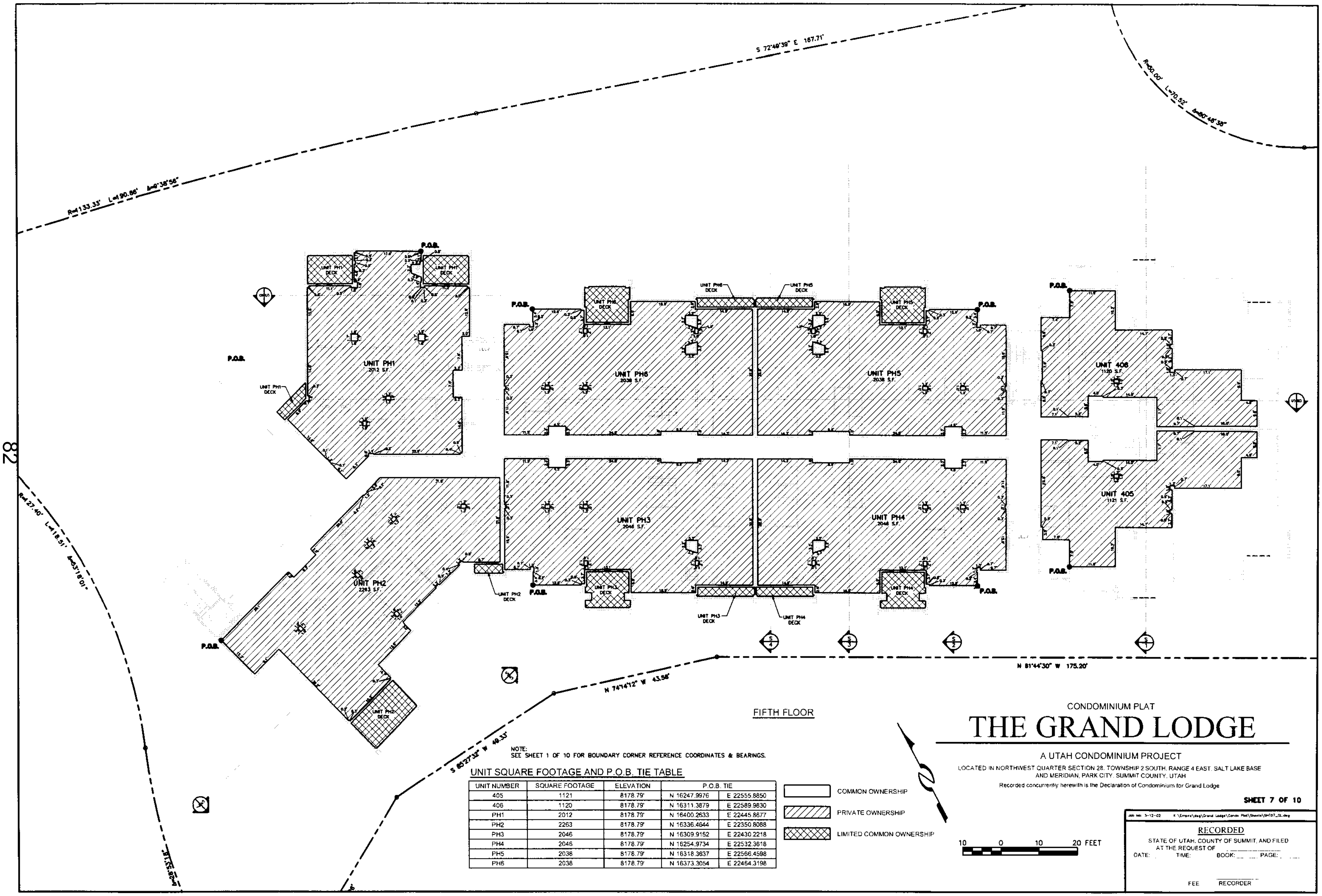

FIFTH FLOOR

NOTE:
SEE SHEET 1 OF 10 FOR BOUNDARY CORNER REFERENCE COORDINATES & BEARINGS.

UNIT SQUARE FOOTAGE AND P.O.B. TIE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION	P.O.B. TIE	
405	1121	8178.79'	N 16247.9976	E 22555.8850
406	1120	8178.79'	N 16311.3879	E 22589.9830
PH1	2012	8178.79'	N 16400.2633	E 22445.8677
PH2	2263	8178.79'	N 16336.4644	E 22350.8088
PH3	2046	8178.79'	N 16309.9152	E 22430.2218
PH4	2046	8178.79'	N 16254.9734	E 22532.3618
PH5	2038	8178.79'	N 16318.3637	E 22566.4598
PH6	2038	8178.79'	N 16373.3054	E 22464.3198

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

CONDOMINIUM PLAT

THE GRAND LODGE

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SHEET 7 OF 10

RECORDED

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

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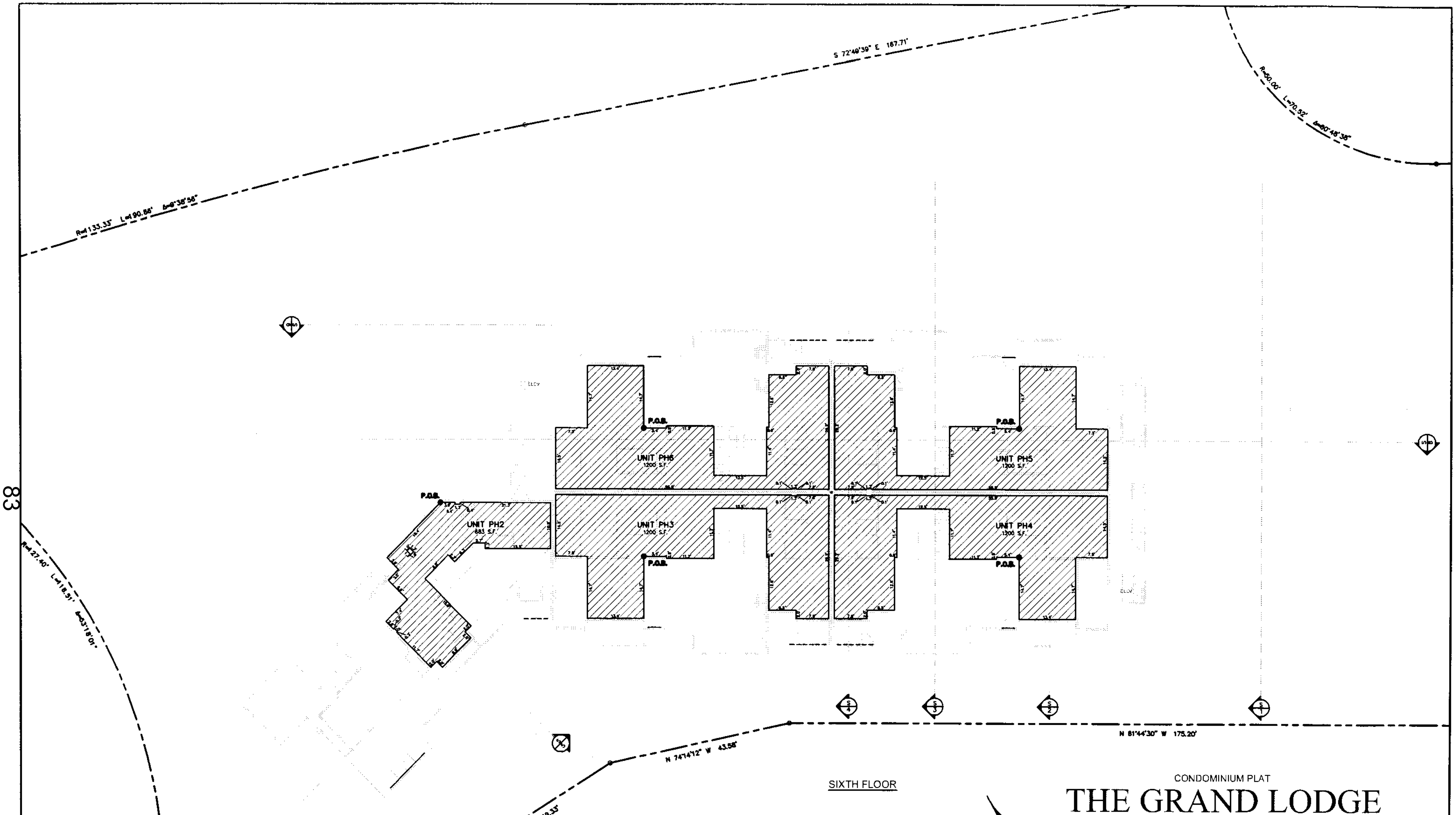

SIXTH FLOOR

NOTE:
SEE SHEET 1 OF 10 FOR BOUNDARY CORNER REFERENCE COORDINATES & BEARINGS.

UNIT SQUARE FOOTAGE AND P.O.B. TIE TABLE

UNIT NUMBER	SQUARE FOOTAGE	ELEVATION	P.O.B. TIE	
PH2	683	8190.00'	N 16355.8663	E 22415.3808
PH3	1200	8190.00'	N 16321.8405	E 22451.9420
PH4	1200	8190.00'	N 16279.6695	E 22530.3405
PH5	1200	8190.00'	N 16306.4384	E 22544.7396
PH6	1200	8190.00'	N 16348.6094	E 22466.3412

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

CONDOMINIUM PLAT

THE GRAND LODGE

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SHEET 8 OF 10

Job No: 3-12-02 X:\Empire\dwg\Grand Lodge\Condo Plat\Sheets\SHT08_GL.dwg

RECORDED

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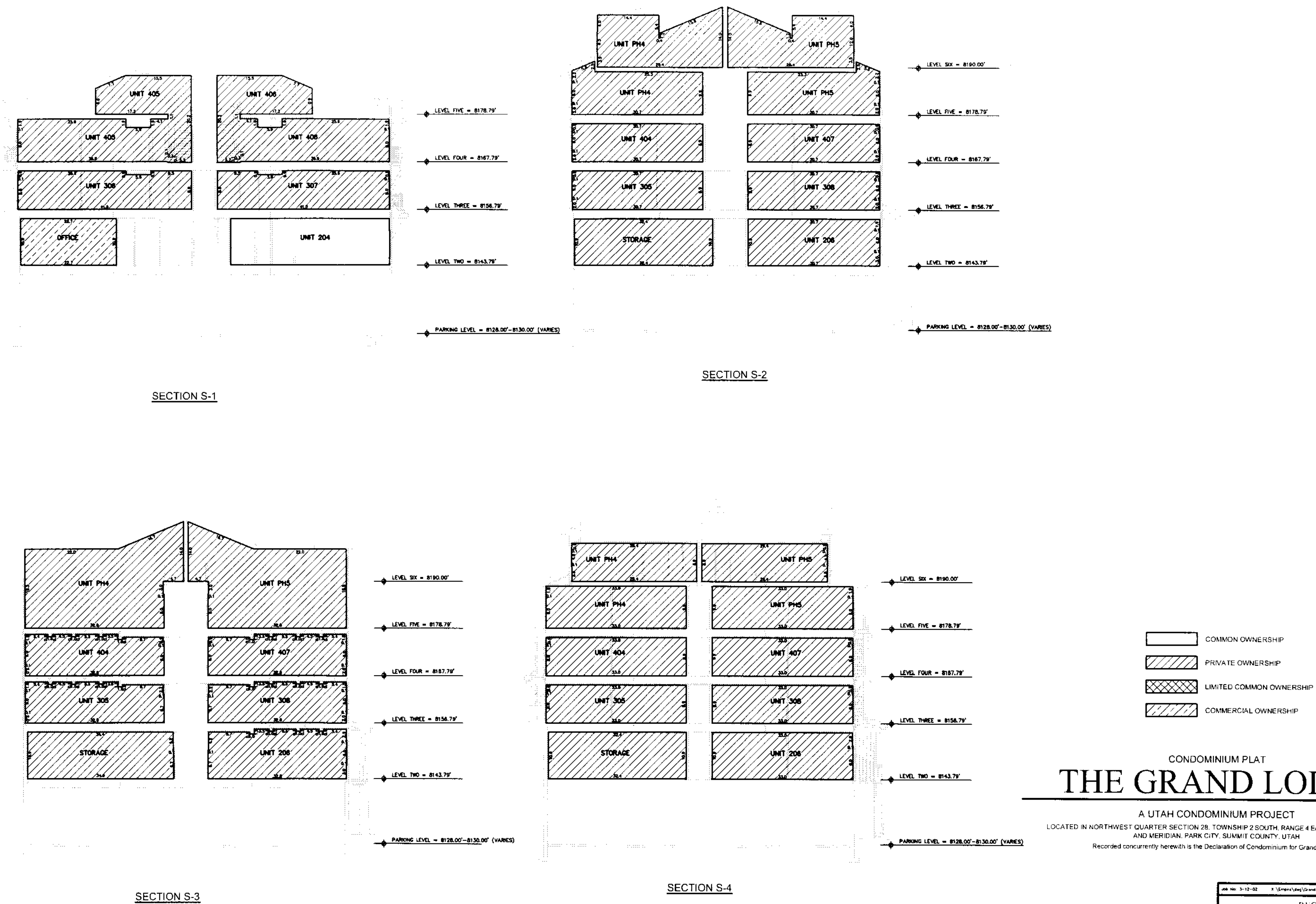
FEE RECORDER



CONDOMINIUM PLAT

THE GRAND LODGE

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SHEET 9 OF 10

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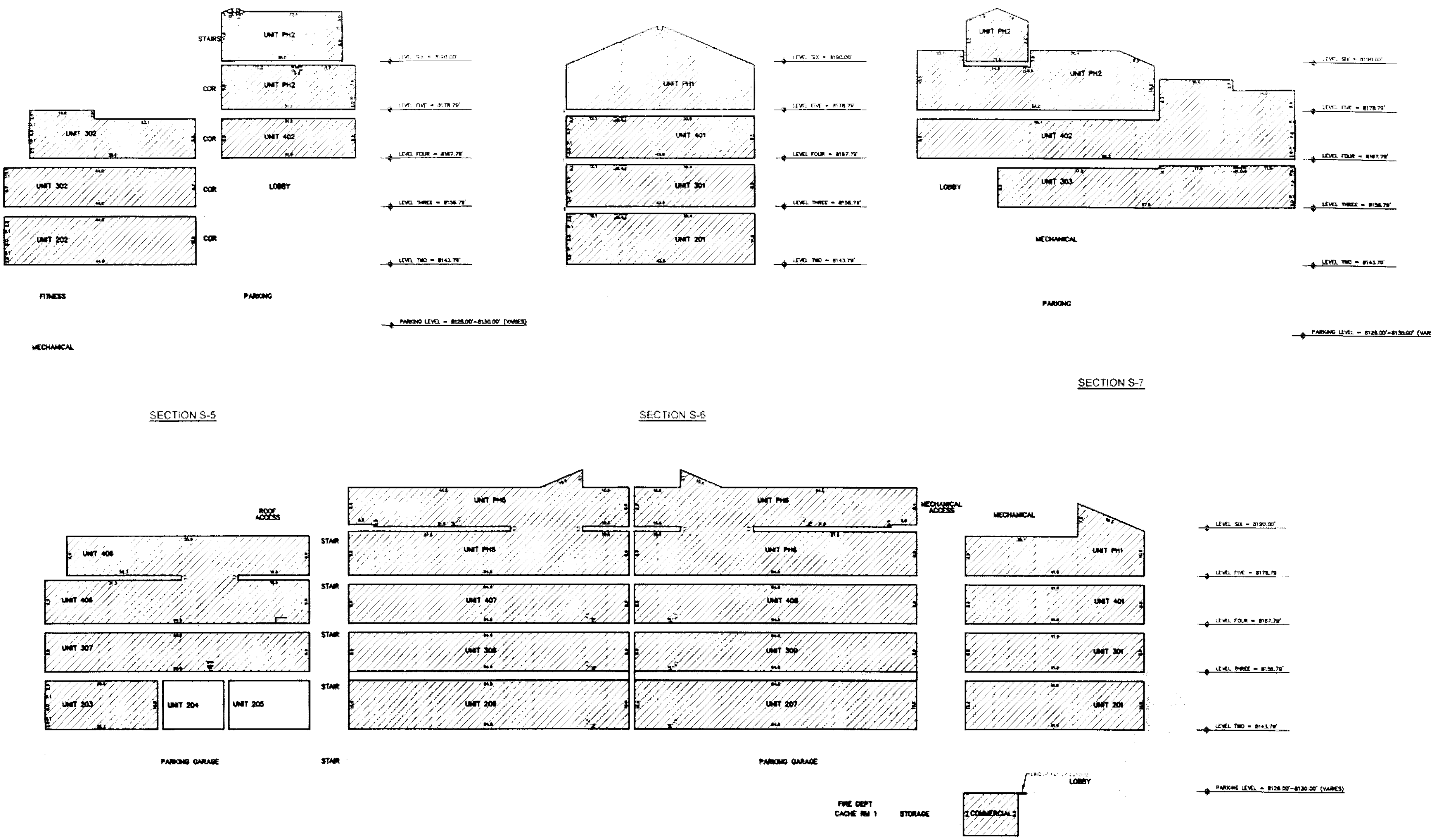

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

COMMERCIAL OWNERSHIP

10 0 10 20 FEET

CONDOMINIUM PLAT

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SHEET 10 OF 10

RECORDED

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DATE ______ TIME ______ BOOK ______ PAGE ______

FEE ______ RECORDER

City Council
Staff Report

PLANNING

Planner: **Ray Milliner**
Subject: **777 AERIE DRIVE CUP**
Date: **August 4, 2005**
Type of Item: **Legislative**

RECOMMENDATION: Staff recommends that the City Council review the proposed subdivision plat amendment, conduct a public hearing and consider approving it according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

DESCRIPTION

Project Name:	777 Aerie Drive
Project Planner:	Ray Milliner
Applicant:	Mark Huber
Representative:	Hans Hoffman
Location:	777 Aerie Drive
Zone:	Estate (E)

BACKGROUND
On February 22, 2005 the applicant submitted applications to construct a single family home with a guest house on a 3.37 acre parcel located at the corner of Deer Valley Drive and Aerie Drive. This application was reviewed by the Planning Commission at its April 27, 2005 work session meeting, and the applicant was directed by the Commission to reduce the number of dwelling units proposed on the site, as it was not consistent with the requirements of the Sensitive Lands Ordinance. The applicant subsequently revised his plan reducing the density to one single family unit, and the application was presented to the Commission at its June 22, 2005 meeting. The Commission responded that the changes were consistent with the direction given and forwarded a positive recommendation to the City Council.

The property is currently a metes and bounds parcel located in the Estate zone, the Sensitive Lands Overlay (SLO) and partially within the Frontage Protection Zone (FPZ) (no construction is proposed within the FPZ). Therefore, the applicant is requesting review of a subdivision plat amendment. A review for compliance with the Sensitive Lands Overlay requirements will be conducted by the Planning Commission when a formal proposal for construction is made. The site is currently vacant and undeveloped, with the exception of some abandoned road cuts and a major overhead power line that runs across the property.

PROPOSAL
The applicant is proposing a subdivision of four metes and bounds parcels into one lot of record for the purposed of constructing a single family home of approximately 7,770 square feet. Access to the property is from Aerie Drive.

ANALYSIS
The project is located within the Estate zone and Sensitive Lands Overlay. The Planning Commission will review the application for compliance with the requirements of the Estate zone located in Chapter 15-2.10 and the steep slope criteria from Chapter 15-2.21.

LAND MANAGEMENT CODE COMPLIANCE
Staff has reviewed the proposed project as it relates to the requirements located in Section 5-2.10 of the LMC and made the following findings:

Estate Zone	Required	Proposed
Lot Size	3 acres	3.37
Lot Width	100 feet minimum	191 feet along Aerie Drive
Required Setbacks	30 feet minimum all sides	30 feet or greater all sides
Maximum Height	33 feet above existing grade	No structure proposed at this time

The applicant has provided a slope analysis indicating that 49% of the land area on the site is considered very steep slope, exceeding 40% in grade, with 29.7% of the lot area between 30% and 40%. Slopes of less than 30% constitute 21.3% of the lot area but are scattered sporadically throughout the site, near the top, and around the lower section (an area that was graded for a historic home that has since been removed from the site). The site is highly visible from Park City's historic district as well as from a number of important vantage points around town (designated in Section 15-2.21-3(A)(4)). As a result, staff recommends that the application be reviewed under the LMC criteria found in Section 15-2.21-4 Slope Protection when an official development plan is submitted.

RECOMMENDATION
Staff recommends that the City Council review the proposed subdivision plat amendment, conduct a public hearing and consider approving it according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

EXHIBITS
Exhibit A – Proposed Ordinance
Exhibit B – Proposed Site Plan

Ordinance No. 05-

AN ORDINANCE APPROVING THE SUBDIVISION OF FOUR METES AND BOUNDS PARCELS INTO ONE LOT OF RECORD LOCATED AT 777 AERIE DRIVE, PARK CITY, UTAH

WHEREAS, the owner of the property known as 777 Aerie Drive, has petitioned the City Council for approval of a subdivision; and

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

WHEREAS, on June 22, 2005 the Planning Commission held a public hearing to receive public input on the proposed subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed subdivision allows the property owner to combine 4 metes and bounds parcels into one lot of record; and

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

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

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

1. The property is zoned Estate (E) and is located within the Sensitive Lands Overlay (SLO) and the Frontage Protection Zone (FPZ).
2. The Estate zone is characterized by large cohesive unbroken areas of open space.
3. The SLO is characterized by cluster development that allows a reasonable use of property.
4. The applicant is proposing a single family lot on approximately 3.37 acres.
5. Access to the property is from Aerie Drive.
6. The applicant has provided a slope analysis indicating that 49% of the land area on the site is considered very steep slope, exceeding 40% in grade, with 29.7% of the lot area between 30% and 40%.
7. The applicant has reduced the potential density of the project from one single family home with guest unit to one single family home.
8. No changes in density allowed in the Estate zone are requested under this application.
9. The applicant stipulates to all conditions of approval.
10. Notice of this public hearing was sent to all property owners within 300 feet of the project on May 25, 2005.

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

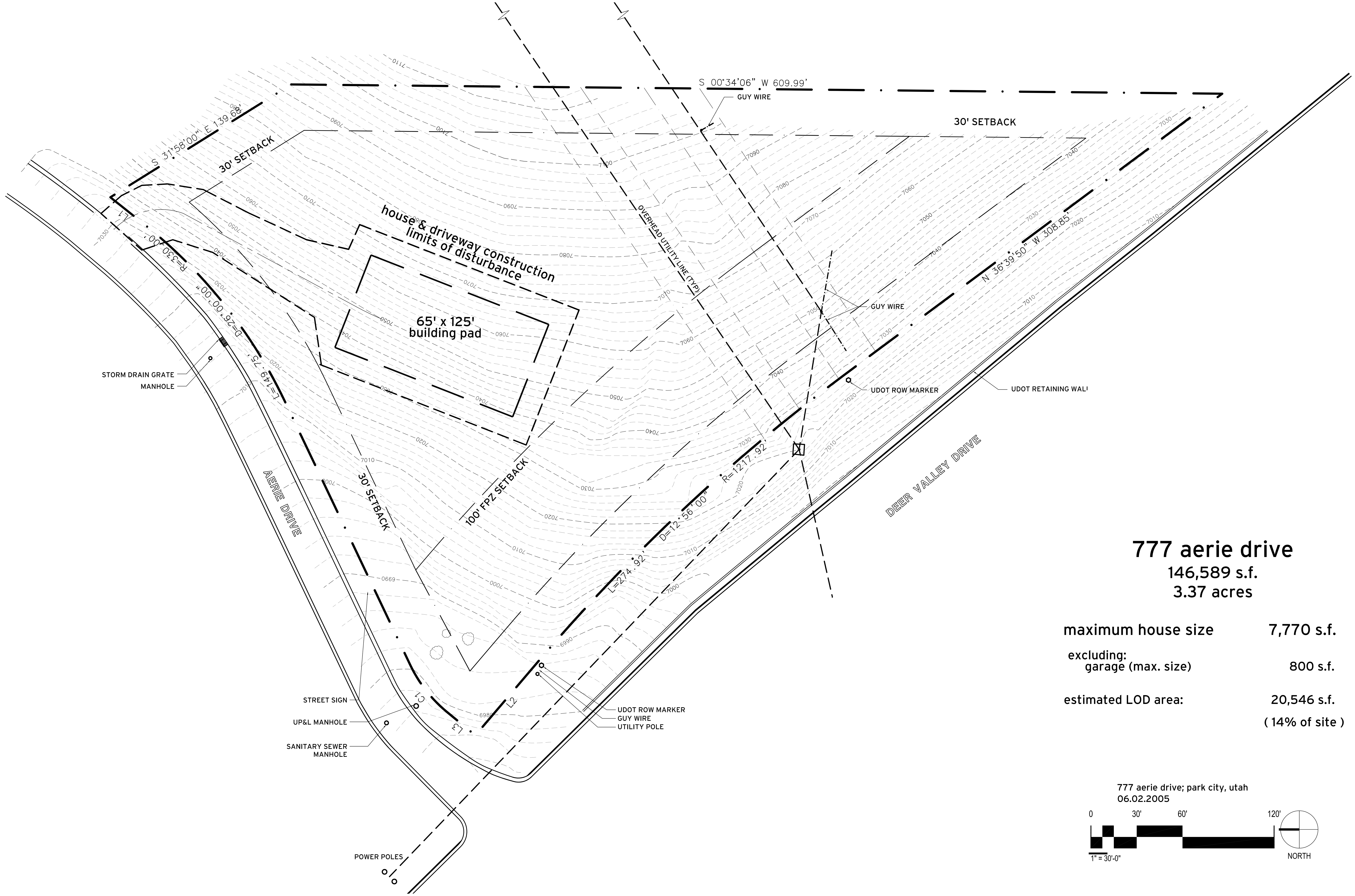
1 There is good cause for this amendment.
2 The amendment is consistent with the Park City Land Management Code and applicable State law.
3 Neither the public nor any person will be materially injured by the proposed amendment.
4 As conditioned the amendment is consistent with the Park City General Plan.

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

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. A utility, grading and drainage plan shall be submitted to the City Engineer for review and approval prior to the issue of a building permit.
3. A note shall be added to the plat indicating that the maximum house size for the lot is 7,770 square feet, including garage, but not a legal LMC defined basement.
4. A note shall be added to the plat indicating that the home shall have a modified 13-D sprinkler fire protection system installed prior to the issue of a certificate of occupancy by the Building Department.
5. Prior to the issue of a building permit, the Planning Commission shall review the applicant's building plans for compliance with the Sensitive Lands Overlay Ordinance.
6. Prior to the issue of a building permit, the applicant shall submit a detailed retaining plan for review by the Planning Director, City Engineer and Chief Building Official.
7. Prior to the issue of a building permit, the applicant will be required to submit a detailed landscape plan that will be reviewed and approved by the City Landscape Architect, demonstrating proper mitigation of plant removal and revegetation of cuts and exposed areas.
8. **This approval will expire one year from the date of approval if no building permit has been issued.**

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

PASSED AND ADOPTED this 4th day of August 2005.



hans hoffman. architect
801 680 0718 | f435 615 1466
park city | salt lake city
hanshoffmanarchitect@yahoo.com
www.xmission.com/~hanhof

CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ________ DAY OF __________ A.D. 2005.
CHAIRMAN

CITY ENGINEER
THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS ________ DAY OF __________ A.D. 2005.
CITY ENGINEER

CITY COUNCIL APPROVAL
PRESENTED TO THE BOARD OF ________ CITY COUNCIL THIS ________ DAY OF ________ A.D. 2005. AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.
MAYOR
CITY RECORDER

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS ________ DAY OF __________ A.D. 2005.
CITY ATTORNEY

SNYDERVILLE BASIN W.R.D.
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF __________ AD 2005.
BY: ________
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

RECORDED
Nº. __________ .
STATE OF __________ .
COUNTY OF __________ .
RECORDED AND FILED AT THE REQUEST OF:
COUNTY RECORDER

City Council
Staff Report

PLANNING

Planner: Jonathan Weidenhamer
Subject: 121 SAMPSON AVENUE SUBDIVISION
Date: July 27, 2005
Type of Item: Administrative
Applicant: Leah Azoulay – Meg Ryan, Representative
Zone: Historic Residential Low Density(HR-L)

RECOMMENDATION: Staff recommends that the City Council consider approving the subdivision according to the findings of fact, conclusions of law and conditions of approval as outlined in the attached ordinance.

BACKGROUND
The Planning Commission reviewed this item at the July 27, 2005 meeting. A Public Hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.

The applicant is requesting a plat amendment to create one lot of record out of a portion of platted, unbuilt Utah (Sampson) Avenue, and portions of a number of platted lots in blocks 77 and 78 of the Park City Survey (Exhibit A). Exhibit B references the existing County Recorder's Plats. The parcels have access from Sampson Avenue, where a 2 car elevated parking structure is located. Wooden stairs lead from the street down to the house which is located approximately 60' from the edge of pavement on Sampson Avenue (Exhibit C – Existing Conditions). A contemporary single family home exists on this site. At this time the applicant has not submitted for a building permit, but staff understands the applicant is contemplating an addition to the home in the future.

ANALYSIS
The property is located in the HR-L zone. This application includes a portion of vacated Utah Avenue. Equity Title Agency has provided a clear chain of title referencing a Quit-Claim Deed recorded March 23, 1983 in which the City vacated this portion of Utah Avenue and deeded it to the predecessors in interest to the current property owner. Review of information provided by the County Assessor's office has also indicated that the property owner is paying taxes on the entire property included in this application, including the portion of unbuilt Utah (Sampson) Avenue.

The proposed lot will be approximately 6180 square feet. The maximum allowable footprint for a 6180 square foot lot is 2183. The minimum required front and rear setbacks for a 105' deep lot are 15' each. The minimum side yard setbacks required for a 59.56' wide lot are 5' for a total of 14'. The proposed lot complies with all required LMC lot size, lot arrangement, lot dimension and access requirements. The applicant has agreed to provide a 10’ snow storage and public utility easement at the front of the lot. This will be a condition of approval of this application. The applicant has agreed to this stipulation and the proposed plat reflects this condition.

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 on June 7, 2005, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION
Staff recommends that the City Council consider approving the plat amendment according to the findings of fact, conclusions of law and conditions of approval as outlined in the attached ordinance.

EXHIBITS
Ordinance
Exhibit A –Proposed Subdivision Plat
Exhibit B – County Recorders Plats
Exhibit C - Existing Conditions.

Ordinance No. 05-

AN ORDINANCE APPROVING A PLAT AMENDMENT TO COMBINE A PORTION OF PLATTED UTAH (SAMPSON) AVENUE, AND PORTIONS OF A NUMBER OF PLATTED LOTS IN BLOCKS 77 AND 78 OF THE PARK CITY SURVEY INTO ONE LOT.

WHEREAS, owners of the property known as 121 Sampson Avenue, have petitioned the City Council for approval of a subdivision plat; 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, 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:

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

1. The applicant is requesting a plat amendment to create one lot of record out of a portion of platted, unbuilt Utah (Sampson) Avenue, and portions of a number of platted lots in blocks 77 and 78 of the Park City Survey.
2. The Planning Commission reviewed this item at the July 27, 2005 meeting. A Public Hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.
3. The parcels have access from Sampson Avenue.
4. The house is located approximately 60’ from the edge of pavement on Sampson Avenue.
5. A contemporary single family home exists on this site.
6. The property is located in the HR-L zone. This application includes a portion of platted, unbuilt Utah Avenue. Equity Title Agency has provided a clear chain of title referencing a Quit-Claim Deed recorded March 23, 1983 in which the City vacated this portion of Utah Avenue and deeded it to the predecessors in interest to the current property owner.
7. Review of information provided by the County Assessor’s office indicates that the property owner is paying taxes on the entire property included in this application, including the portion of vacated Utah (Sampson) Avenue.
8. The proposed lot will be approximately 6180 square feet. The maximum allowable footprint for a 6180 square foot lot is 2183. The minimum required front and rear setbacks for a 105’ deep lot are 15’ each. The minimum side yard setbacks required for a 59.56’ wide lot are 5‘for a total of 14’.
9. The proposed lot complies with all required LMC lot size, lot arrangement, lot dimension and access requirements.

10. The applicant has agreed to provide a 10' snow storage and public utility easement at the front of the lot. This will be a condition of approval of this application. The applicant has agreed to this stipulation and the proposed plat reflects this condition.
11. The 3 lot subdivision immediately across the street from 151 Sampson has maximum size limitations as a plat note: 30 Sampson is limited to 3000 square feet, 40 Sampson is limited to 3,500 square feet, and 50 Sampson Avenue is limited to 3000 square feet.

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

1. There is good cause for this plat amendment.
2. The plat 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 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:

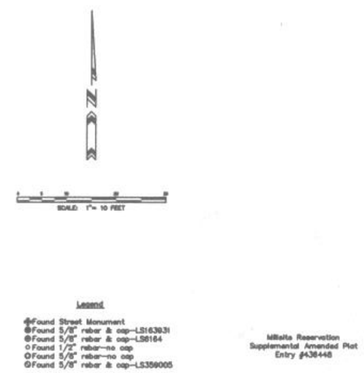
1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. Prior to the receipt of a building permit for any new construction on the lot, the applicant shall submit an application for review for compliance with the Historic District Design Guidelines.
3. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
4. The applicant shall dedicate the 10' public utility and snow storage easement along Sampson Avenue.

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

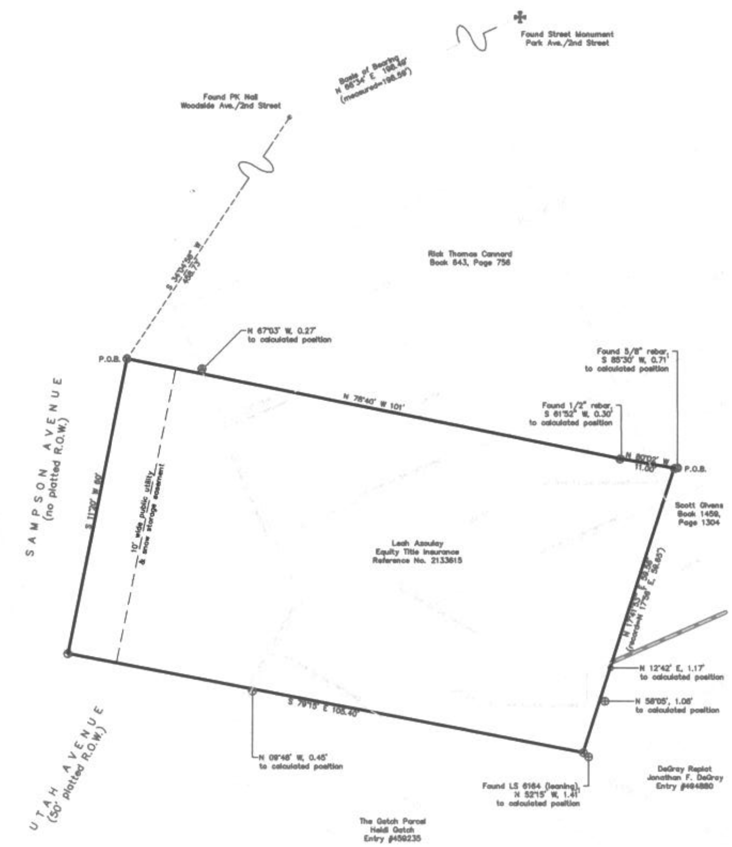
PASSED AND ADOPTED this 4th day of August, 2005.

121 Sampson Subdivision
An Amendment to Blocks 77 & 78, Park City Survey

EX. A



Millsite Reservation
Supplemental Amended Plat
Entry #436448



NARRATIVE

1. Survey requested by: Leah Azoulay.
2. Purpose of survey: lot line adjustment.
3. Basis of survey: found Street Monuments as shown. Block dimensions are from the Park City Monument Control Map by Bush & Gudgell, Inc. Recorded as Entry No. 199887 in the office of the Summit County Recorder. Subdivision of Block 9 from the Map of Park City by Caldwell & Richards Engineers, traced from the original map July, 1927.
4. See the previous A.L.T.A. boundary survey of the property by Alpine Survey, Inc. dated January 26, 2003, on file in the office of the Summit County Recorder.
5. Property monuments found as shown.
6. Located in the Southeast Quarter of Section 16, and the Northeast Quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. The owners of the property should be aware of any items affecting the property that may appear in a title insurance report.
8. The street address of Lot 1 is 121 Sampson Avenue.

LEGAL DESCRIPTION

121 Sampson Subdivision
Lot 1

As to that portion of the land described herein which covers part of Lots 24 and 25, Block 77 and Lots 3, 4, 5, 53, 54 and 55, Block 78, Millsite Reservation to Park City and a portion of Utah Avenue: beginning at a point South, 318.35 feet and East 7.35 feet from the Northwest Corner of Block 32, Park City Survey, and running thence N 80°02' W, 11 feet; thence N 78°40' W, 101 feet; thence S 11°20' W, 60 feet; thence S 79°15' E, 105.40 feet; thence N 17°56' E, 59.65 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that I, Leah Azoulay, the undersigned owner of the hereon described tract of land, to be known hereafter as 121 Sampson Subdivision, Blocks 77 & 78, the Park City Survey, having caused this Amended Lot Line Plat to be prepared, do hereby consent to the recordation of this Record of Survey Map in accordance with Utah Law. Also, the owners, hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, easements, parks and required utilities and easements shown on the Plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set her hand this________day of ________, 2005.

By: ________________
Leah Azoulay

ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit:

On this _____ day of ______, 2005, Leah Azoulay personally appeared before me, the undersigned Notary Public, in and for said State & County. Having been duly sworn, Leah Azoulay acknowledged to me that she is the legal owner of 121 Sampson Subdivision, Blocks 77 & 78, Park City Survey as hereon described and that she signed the above Owner's Dedication and Consent to Record freely and voluntarily.

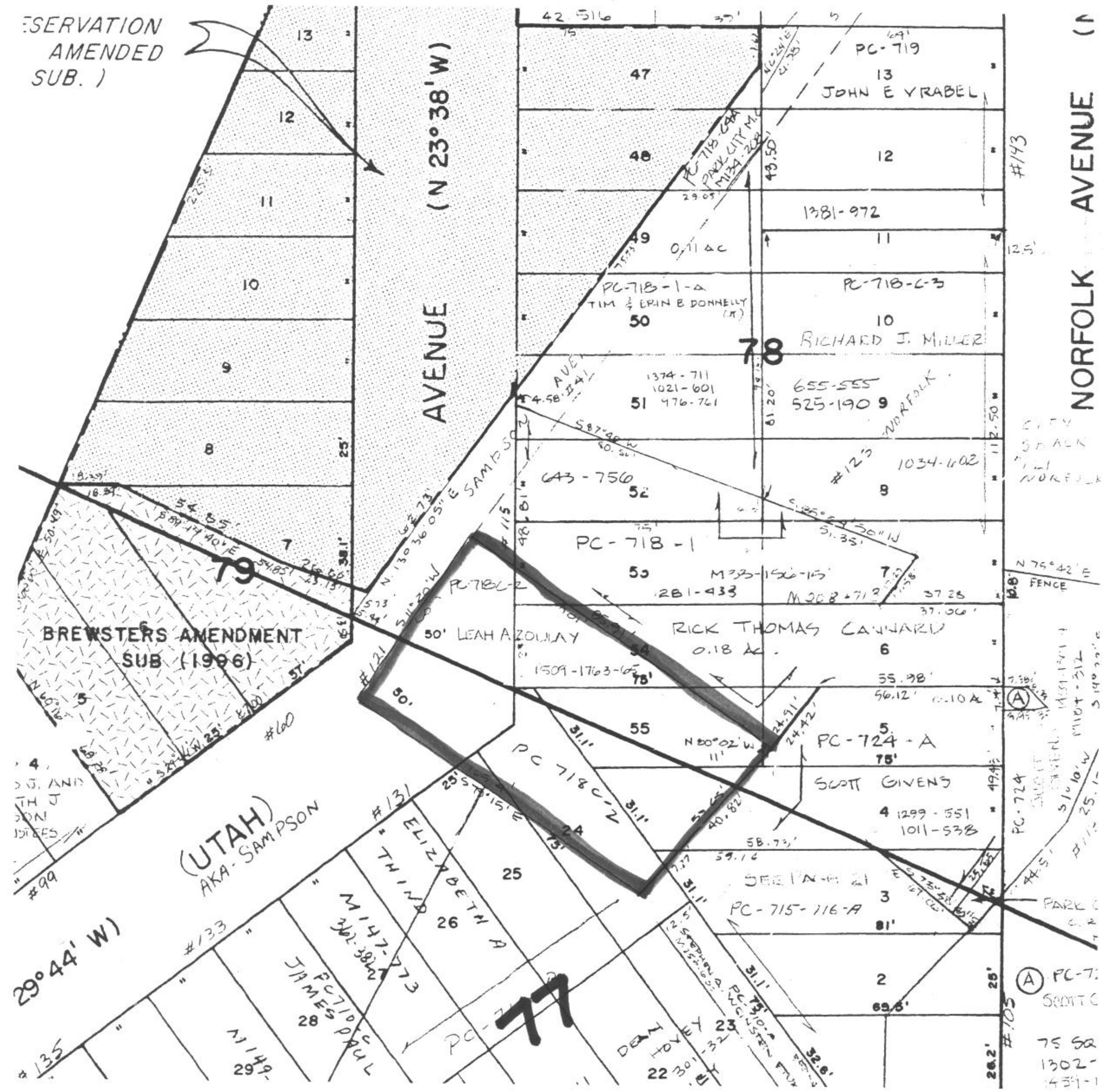
My commission expires: ________ ________________
NOTARY PUBLIC
RESIDING IN ______ COUNTY, _____

SURVEYOR'S CERTIFICATE

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

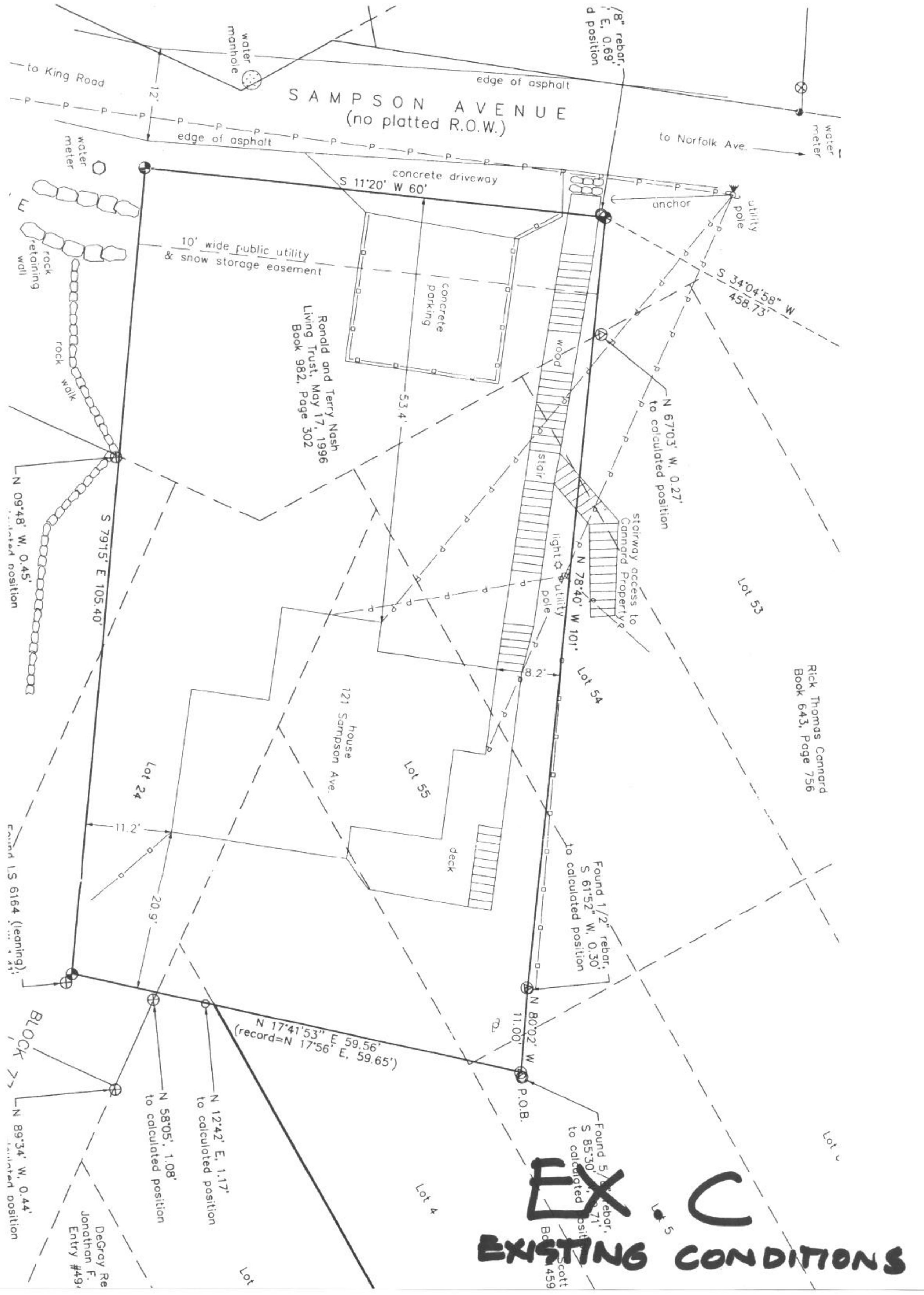
__________ ________________
Date J.D. Galley RLS#359005

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



Ex. B

RECORDER'S PLATS



EX. C

EXISTING CONDITIONS

City Council
Staff Report

Author:	**Alison Butz**
Subject:	**Art for Sale**
Date:	**August 4, 2005**
Type of Item:	**Public Hearing and Action - Legislative**

Special Events and Facilities Department

Summary Recommendations:
Conduct a public hearing and adopt the attached ordinance regarding exhibiting art for sale in Coalition Park at 9th and Park Avenue.

Description:
Topic:
Art exhibit space in the Coalition Park at 9th and Park Avenue.

Background:
The City Council approved an ordinance in 2004 permitting the sale of public art at the park north of the Library. The ordinance approved in 2004 terminated on October 1, 2004. Staff has returned to Council with a new ordinance to permanently allow the sale of art at the Coalition Park at 9th and Park Avenue.

Analysis:
Stephen Cornelius approached the City regarding the relocation of the sales from the Library to the Coalition Park. City Staff reviewed the request and found that the park could handle the additional foot traffic and that there would be enough available space for twelve (12) artists to display at the location. While the number of artists that could be accommodated at the Library was thirty (30) there was never a time when the number of artists exceeded ten (10). The location at the Coalition Park would provide greater visibility and an increase in pedestrian traffic at the site.

Council should note that other than initial area designation, parking and relocation due to MFL conflict, there is no staff management of this trial. The intent is to have a self-policed/managed area for use by the artists. If using a tent, artists will have to comply with standard building code requirements. Other than that, the City will just monitor the contact list as necessary and respond to complaints. This is neither a City nor Art Council event. It is simply a designated area for use.

Department Review:
Legal, Special Events, Finance and Planning staff have reviewed this matter.

Alternatives:

A. Approve the Request:
Adopt the Ordinance. This is the recommended action.

B. Deny the Request:
Direct staff to explore other options, including facilitating other parks outside of the Historic Districts.

C. Continue the Item:
Provide direction regarding what change in goal/implementation the Council would like to achieve.

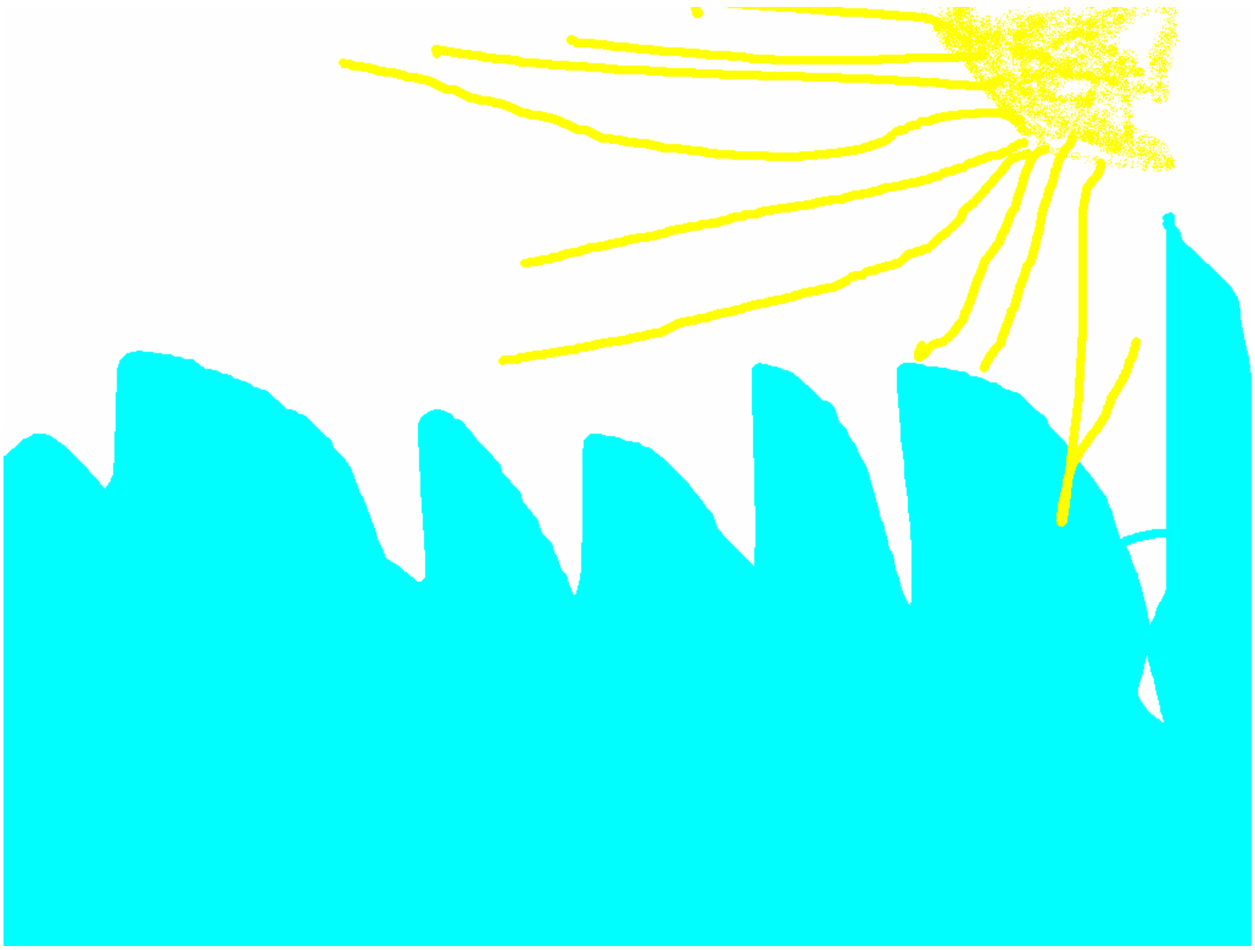
D. Do Nothing:
Except for approved Special Events or MFLs, outdoor sale of art on public property would remain prohibited.

Significant Impacts:
Staff and interested parties have focused on a positive and proactive approach to addressing this issue. Mutual goals of effectively using limited public space and promoting art and culture have driven the effort so far. Staff believes the Coalition Park area can be utilized with minimal impacts.

Consequences of not taking the recommended action:
No action will likely result in a challenge to existing City vending restrictions.

Recommendation:
Conduct a public hearing and adopt the Ordinance.

Exhibits
Exhibit A – Ordinance



Ordinance No. 05-__

AN ORDINANCE AMENDING TITLE 4, CHAPTER 3A, SECTION 7 TO THE MUNICIPAL CODE, REGULATING VENDING BY ARTISTS ON PUBLIC PROPERTY TO CHANGE THE AVAILABLE PUBLIC PROPERTY TO THE PARK AT 9TH STREET AND PARK AVENUE

WHEREAS, Park City desires to partner with artists who wish to exhibit and sell their artwork on public property by providing an opportunity to do so at a designated area that directly advances an artist's interest for exhibit space and which also contributes to the overall sense of community in terms of a gathering space and resort experience; and

WHEREAS, the area is designated with the intent that participants will self-manage their exhibits and compliance with the agreed-upon standards set forth below; and

WHEREAS, in establishing this area for artists to exhibit and sell their artwork on public property, Park City wishes to narrowly tailor applicable content neutral regulations in a manner that minimally impact an artists ability to exhibit, and yet still protect its and its citizens' significant and important governmental interests, such as: public access and use of open space, preventing visual blight, addressing aesthetic concerns, allowing reasonable access and sight easements to businesses and residences, allowing for the free flow of traffic, both pedestrian and vehicular, and preventing and limiting the exposure of Park City's citizens to unwanted, unwelcome, and unsolicited messages, without an avenue of escape; and

WHEREAS, Park City acknowledges that these strong compelling governmental interests, although certainly shared by the artists, compete with equally important private interests of artists and other citizens, including but not limited to freedom of expression, access to limited public space, and the right to engage in truthful commercial activity/speech; and

WHEREAS, Park City wishes to balance these competing interests in a manner consistent with the constitutional protections of the United States and Utah Constitutions; and

WHEREAS, pursuant to U.C.A § 10-8-29, Park City desires, in reasonable time, place, and manner regulations codified herein, to balance those interests, and thereby protect the health, safety, and welfare of the citizens and guests of Park City, preserve the quality of life, preserve the property values and character of the neighborhoods surrounding City-owned property, as well as provide artists with the opportunity to exercise their constitutional rights; and

WHEREAS, in 2004 the City and art community tested an area north of the Library for one season and as a result, decided an area with more pedestrian circulation would be desirable; and

WHEREAS, the park space at 9th Street and Park Avenue was agreed to as an appropriate area due to it's closer proximity to Main Street and increased visibility;

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

SECTION 1. FINDINGS: The Council finds that:

1. The test season of 2004 concluded without any detrimental secondary effects;

2. A new location with increased pedestrian traffic and closer proximity to Main Street would better serve the purpose of this Ordinance;

3. The new Available Public Property was evaluated by staff and adjacent property owners and any potential impacts should be mitigated by the reasonable conditions of operation herein;

4. The recitals above are hereby incorporated as findings by the legislative body of Park City.

SECTION 2. AMENDMENTS TO TITLE 4 OF THE MUNICIPAL CODE. Title 4, Chapter 3A, Section 7 "Art Exhibit for Sale on Public Property," is hereby amended as follows:

(A) **Definitions**. For the purpose of this Chapter, the following words shall have the following meanings:

(3) "Available City Property" means the green space at the northeast intersection of Park Avenue and 9th Street, Park City, Utah, owned and operated by the City, and alternatively pursuant to subsection H(1) below, City Park.

(C) **Terms and Conditions**.
(1) Registration Required.
Any person or groups of person intending or expecting to receive valuable consideration for the Exhibition of Art shall be registered with the City as an Art Vendor before such Exhibit. The registration shall be valid annually each weekend Friday thru Sunday, and all holidays or Special Events or Master Festivals as approved by the Special Events Department.

(E) **NUMBER AND SPACING OF ARTISTS PER AVAILABLE CITY PROPERTY**. The number of exhibit areas for artists that may exhibit at the same time on any available

City property is~~ thirty (30) ~~twelve (12), unless otherwise determined by the Special Events Manager upon a finding of no harm or interference with the open space nature of the area, and upon giving notice to the City Council.

(G) **SPACE RESTRICTIONS**. No artist may exhibit artwork for sale directly on the surface of any City facility or structure, including sidewalks or on top of a trash receptacle. No artist's exhibit may exceed ten feet (10') in height from the ground or ten feet by ten feet (10' X 10') in area, including a tent or other structure. Exhibits should be off the ground in a manner so as not to damage the lawn, vegetation, or other public property. No artist shall use any area other than the area immediately beneath the surface of the display area for the storage of items for exhibit. Artists may have a container for gratuity. Set-up shall not begin prior to 8:00 a.m. each day. All artwork, stands, and other equipment associated debris and structures shall be removed from availalbe City property no later than 6:00 p.m. each night. ~~All artists should park their cars across the street in the old Mawhinney lot, or City Park.~~ Upon finding parking conflicts, the Special Events Manager may temporarily designate and/or prohibit parking at certain locations.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

City Council
Staff Report

Special Events and Facilities Department

Author: Alison Butz
Subject: Destination Tourism and Community Events Partnership MOU
Date: August 4, 2005
Type of Item: Administrative- Memorandum of Understanding

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

Description:

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

Background:
The Destination Tourism and Community Events Partnership is a conceptual public-private partnership between Park City Municipal Corporation and the Park City Chamber Bureau. The purpose of this new entity would be to coordinate, manage and fund events and community activities. Presently there are several organizations and administrators functioning independently to attract new events, coordinate event activities and market Park City. As currently envisioned, the Destination Tourism and Community Events Partnership would eliminate overhead, produce an overall coordinated events calendar for Park City, manage contracts with event organizers, contract when necessary with nonprofits for the provision of services and provide limited “seed money” to events.

Staff began Council presentations on the idea of the Destination Tourism and Community Events Partnership to Council during the 2005 budget process. Currently City Staff and Council liaison Jim Hier meet monthly with an Advisory Board made up of representatives from the Lodging Association, Restaurant Association, Main Street Merchants, and Resorts. The Advisory Board now includes Kathy Hunter as a representative from the Arts and Culture community.

Analysis
In the past, the City received requests through the Special Service Contract process for sponsorship of events. While no events were granted sponsorship funding through the Special Service Contract process, some organizations received funding to organize and develop events. Last year the Special Service Contract policy was

amended to rule out the use of Service Contract funds to fund one-time events. City Council discussed the idea of giving small amounts to events at their January workshop and decided to defer the discussion until the budget process. The development of the Partnership concept between the City and Chamber provides an opportunity to consolidate event requests and will serve as a single point of contact for event organizers. In light of this direction, the Service Contract Subcommittee has recommended that the City not provide funding for events, but rather direct event organizers to work through the Partnership.

The City, as a licensing body for events, will still retain the ability to approve fee waivers for those events that show a significant economic impact. A detailed analysis of the economic impacts is needed for those organizations requesting significant waivers. First year, and even second year events, will have a difficult time providing the needed analysis. In those cases the Parntership would recommend the organizer apply for funding through the Chamber of Commerce.

Staff has included a brief discussion of the financial components below. Please see the attached MOU for all components.

Financial Components of Services Agreement

The initial start-up funding for this venture would be shared between Park City Municipal Corporation and the Park City Chamber Bureau on a matching basis. The budget recommendation is $75,000 per year and is anticipated to remain the same amount until responsibilities and/or the scope of work are modified.

Significant Impacts

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

Consequences of not taking recommended action:

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

Alternatives

1. Approve the Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership.
2. Modify the parameters of the Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership.
3. Deny the Memorandum of Understanding (MOU) between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership.
4. The City Council may continue the hearing for more information and discussion.

Recommendations

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

Exhibits

Exhibit A – Memorandum of Understanding

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

RECITALS :

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

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

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

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

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

Agreement

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

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

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

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

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

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

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

B. TERM.

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

C. OPERATION OF THE PARTNERSHIP

4. Staffing. The Partnership agrees that its day-to-day affairs shall be administered by a staff person to be know as the “Director.” A draft job description is attached. For employment purposes, the Director and other staff necessary to conduct the activities of the Partnership shall be deemed employees of the Chamber and the Chamber will be responsible for all compensation, insurance, taxes and reporting requirements relating to their employment. The Partnership will reimburse the Chamber of Commerce for salaries and benefits. The Chamber shall supply an office for the Director. The Chamber will not be reimbursed for this cost.

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

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

a. **City Council Representative.** Park City shall also designate one Council Member to serve as liaison to the Partnership.

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

a. **Chamber Executive Board Representative**. The Chamber shall designate one Board Member to serve as liaison to the Partnership who shall be authorized to speak on behalf of the Chamber's Executive Board, and to act for the Chamber Representative if the Chamber Representative is not available.

6. **Advisory Board.** The Advisory Board shall be compiled as outlined in Exhibit C. The Director provides staff support for the Partnership Advisory Board; attends meetings; provides marketing/management proposals and ideas; prepares reports associated with events, strategies and programs.

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

D. FINANCIAL

8. **<u>Initial Contributions</u>**. Each Party agrees to fund $75,000 dollars from respective budgets toward FY2006 budget for the Partnership.

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

F. INSURANCE AND RISK MANAGEMENT.

10. Indemnifications.

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

10.2 Waiver of Claims Against Park City. Chamber and Park City shall not make any claim against each other or their officers, employees and agents with respect to any liability incurred by Chamber or Park City to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, except as provided in Section 13.1.

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

11.1 Insurance. Chamber shall procure and maintain at its own expense throughout the term of this Agreement the following insurance:

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

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

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

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

(b) Liquor Liability Coverage Part on the commercial general liability policy. Chamber shall require any hired security company to provide a policy of liability insurance and name Chamber and Park City as name insureds on the policy with limits set forth in 14.2(a); and

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

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

11.3 Additional Requirements. The insurance provided by Chamber pursuant to Section 14.2:

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

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

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

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

11.4 Park City Liability. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

G. MISCELLANEOUS.

12. Representations and Warranties.

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

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

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

14. Dispute Resolution. The parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and Chamber's Manager or other person designated by Chamber as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and Chamber's Managing Director. Either party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either party may require that the matter be referred for resolution to the City Manager of Park City and the senior Vice President of the Festival. A telephone conference of the City Manager of Park City and the senior Vice President shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the senior Vice President are unable to resolve the dispute, then the parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. The costs of such mediation shall be shared equally by both parties. In the event that the parties are unable to agree on a mediator, then each party shall select one (1) mediator and the two mediators shall select a third mediator. Each party shall bear the cost of the mediator chosen by that party and the parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

15. Other Miscellaneous Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUMMARY OF EXHIBITS

Exhibit "A" Director Job Description
Exhibit "B" Goals for FY2006
Exhibit "C" Organizational Structure
Exhibit "D" FY2006 Budget

EXHIBIT "A" TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING
Job Description

The Director should be a self-motivated, creative, innovative, realistic, results-oriented individual able to work with dual agencies. This candidate should possess excellent verbal and written communication skills when working with the staff, Chamber Board, City Council, citizens and media.

Candidates will have demonstrated experience and skill in the overall management, promotion and operation of events, sponsorship relationships, and contract negotiation. General knowledge and experience in logistics, volunteer management, sponsorship recruitment/solicitation, governmental and non-profit interaction and preparation of annual budgets required. The candidate must have strong listening skills and the ability to problem solve.

A strong financial background is required for this position. Due to the unique governmental complexities, this individual must possess the ability to coordinate and implement projects with various governing bodies. Marketing and public relations skills coupled with integrity will be keys to success in this position.

This position researches and identifies area attractions and facilities; works with the marketing council to make sure event and cultural tourism information is clear in their materials; reviews and analyzes market studies, surveys, and event research; identifies trends and practices; and promotes community activities. The Director works with other city departments, businesses, individual merchants, event rights holders, sports organizations, local organizations, and others; attends trade shows, conventions and conferences.

The Director provides staff support for the Partnership Advisory Board; attends meetings; provides marketing/management proposals and ideas; prepares reports associated with events, strategies and programs.

Responsibilities/Duties of Director:

- Research, identify, develop and prepare bid packages for events
- Work with the Steering Committee and Advisory Committee to create the maximum impact (bang for the buck) using available funding resources while avoiding costly duplication of efforts
- Write and manage contracts with actual event organizers to program areas/events for Park City
- Contract for the operations of destination and community-oriented special events
- Contract when necessary with non-profits for the provision of services
- Program and manage City owned spaces including the Main Street Plaza and City Park
- Assist the Chamber Executive Director in preparing budgets that outline the Chamber's financial sponsorship of events and secure contracts that specify the Chamber's sponsor-marketing opportunities

- Work with the Chamber’s marketing and sales department to develop customized event solicitation packets
- Work with the Chamber’s marketing and sales department to maximize marketing opportunities and media/press associated with events
- Coordinate and publish a yearly calendar of all events and community activities
- Perform economic analyses of events and prepare reports on their ‘return on investment’
- Prepare and periodically update an inventory of existing events and identify opportunities for expansion and growth
- Coordinate with the City concerning the regulation of event and become expert in the City’s and County’s requirements and regulations

EXHIBIT “B” TO

PARTNERSHIP MEMORANDUM OF UNDERSTANDING

Goals for FY2006

Goals/Percentage of Efforts for Director:

2/3 Destination Tourism
1/3 Community Events

The Director will liaise and market for these types of events

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

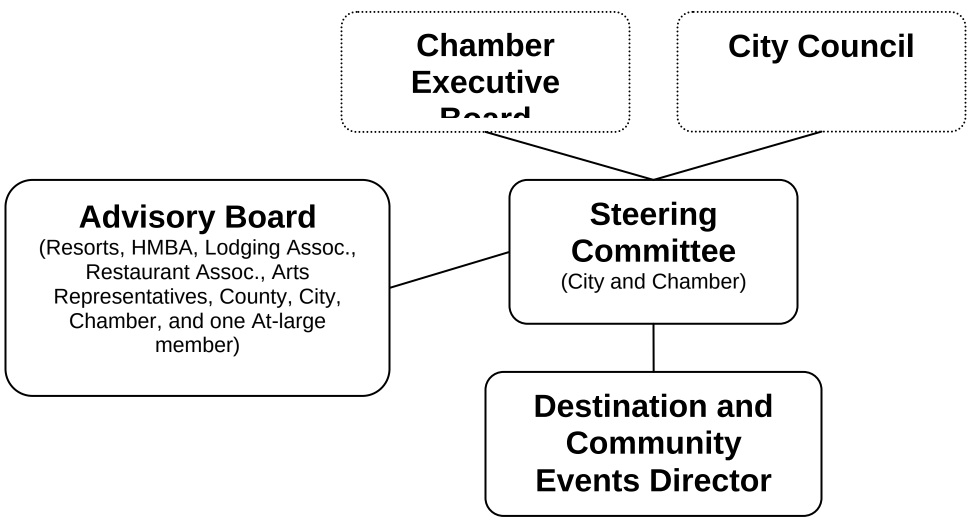
EXHIBIT "C" TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING
<u>Organizational Structure</u>

Destination Tourism and Community Events Partnership.

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

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

Flow Chart:



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

Responsibilities/Duties of Director:
- Research, identify, develop and prepare bid packages for events
- Work with the Steering Committee and Advisory Committee to create the maximum impact (bang for the buck) using available funding resources while avoiding costly duplication of efforts
- Write and manage contracts with actual event organizers to program areas/events for Park City
- Contract for the operations of destination and community-oriented special events
- Contract when necessary with non-profits for the provision of services

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

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

The Director will liaise and market for these types of events

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

Budget/Funding: $150,000

Salary:	50% Chamber of Commerce
	50% Park City Municipal Corporation
Programming/Contracts:	$50,000 Chamber of Commerce
	$50,000 Park City Municipal Corporation

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

Timeline:
- Draft & adopt a contract establishing the Joint Venture by May 21, 2005
- Appoint the Steering and Advisory committees by June 15, 2005
- Advertise & hire the Director by September 30, 2005

EXHIBIT "D" TO

PARTNERSHIP MEMORANDUM OF UNDERSTANDING

FY2006 Budget

Developed once Director position is filled.
Document will be amended to include information.

City Council
Staff Report

Author:	**Eric Nesset, Fleet & Transit Mgr.**
Subject:	**Contract for Replacement Buses**
Date:	**August 4, 2005**
Type of Item:	**Administrative**

Public Works

Summary Recommendation:

Approve the purchase of seven (7) 35-foot Low Floor buses for replacement of aging vehicles in the existing Park City Transit fleet.

Description:

Background:

In accordance with federal, state and city policies and regulations, Park City Transit issued a request for proposals for the purchase of up to sixteen (16) 35-foot Low Floor buses over a period of three years in July 2003. Subsequently, Park City Municipal Corporation and Gillig Corporation executed a Contract Agreement, dated November 26, 2003 for the initial purchase of four (4) buses and the option to purchase twelve (12) additional buses during a three year period in accordance to a price formula in the contract tied to a PPI.

In July 2004, Park City Transit purchased four (4) additional buses under this contract, which were recently put into service. One of these buses replaced a 1992 bus in the fleet and the other three buses are increases to the transit fleet to meet increased service levels while maintaining a 20% spare ratio.

Park City Transit has seven (7) 1993 buses in the fleet that are in need of replacement. These buses have, on average, approximately 28,000 hours in service. Park City may dispose of heavy duty rated buses after twelve years service under Federal Transit Administration regulations.

Analysis:

Park Transit has obtained a grant from the FTA for the purchase of replacement buses in the amount of $1,516,404.00. This grant is for more than the amount anticipated and appropriated for transit coaches in the FY2006 budget, of $1,021,000.00.

It is in Park City Municipal Corporation's best interest to replace buses after twelve years in service, when FTA grant money is available, because the grant will pay up to 80% of the capital outlay while all operating costs, including repairs and maintenance are borne by the City.

The cost of seven (7) 35-foot Low Floor buses, including graphics, is $2,017,470.00 @ $288,210.00 each. The FTA grant will pay 80% of the cost of replacement buses up to the total grant amount. If sufficient grant money were available the cost allocation would be as follows:

	Federal Share 80%	Local Match 20%
Seven (7) buses	$1,613,976	$403,494

Because the amount of the grant is $1,516,404, Park City Transit will have to increase its Local Match by the difference between the grant amount and the Federal Share outlined above, in order to replace all seven (7) 1993 buses in the fleet. This will require increasing the Local Match by $97,572, to $501,066. Sufficient funds are available in the Transit Coaches and Bus Graphics CIP funds for this procurement.

Alternatively six (6) buses could be purchased. The Federal Match would then be $1,383,408. This would not require an increase to the 20% Local Match but would result in leaving $132,996 of unused grant money “on the table” and a more than twelve year old bus in the fleet that will likely cost more to maintain and repair than a new bus.

Park City Transit is actively pursuing additional grants for vehicles. The increased Local Match that is required to replace all seven (7) twelve year old buses could qualify as an eligible reimbursement if these grants are awarded.

Department Review:

The City Manager’s Office, the City Attorney’s Office, Budget\Debt and Grants and Public Works have reviewed this Staff report.

Alternatives:

E. Approve the Request: Authorize staff to issue a purchase order, in accordance with the November 23, 2003 Contract Agreement for seven (7) replacement buses.
F. Amend the Request: Council may amend the request to replace all seven (7) 1993 buses and reduce the number of buses that may be purchased.
G. Continue the Item: Continuing the item will delay replacing aging buses which increases the probability of incurring major maintenance expenses.
H. Do Nothing: This alternative will have the same impact of Alternative C.

Significant Impacts:

After twelve years in service, Park City Transit’s buses are likely to have major mechanical component failures and structural problems caused by corrosion.

Consequences of not taking the recommended action:

Delaying action increases the probability of incurring significant maintenance costs.

Recommendation:

Authorize staff to purchase seven (7) replacement buses.

DATE: August 4, 2005
DEPARTMENT: Executive
AUTHOR: Tom Bakaly, City Manager and Sharon Bauman
TITLE: Legislative Consulting Agreement with Lee & Smith
TYPE OF ITEM: Administrative- Consulting Services Agreement

SUMMARY RECOMMENDATION: The City Council should authorize the expenditure of $46,725 in extra hours for 2005 and authorize the City Manager to enter into a service provider contract (attached) in a form approved by the City Attorney's Office for an amount not to exceed $72,000 base, $14,400 for excess hours, plus a $5,000 annual expense retainer, for a total amount of $91,400. This amount will cover 360 hours annually (30 per month) for a one year contract, with two additional renewable one year terms.

DESCRIPTION:

Topic: Consulting services relating to federal funding requests.

Background: Given the complexities of the federal funding processes, the necessity for federal funding in support of successful regional water systems, the urgency of some local projects with respect to time frames, and the frequent necessity to communicate our water interests with members of Congress and the federal administration, it became apparent to staff that our interests in Washington continue to need hands-on management. In 2001, the City first contracted for the services of a consultant. In 2002, a new contract was awarded, and that contract expires on August 11, 2005.

Analysis: Through a formal RFP process, the City noticed the public through the Park Record and the Salt Lake Tribune. Qualification requirements as stated in the RFP were: profile of proposer's background information such as size and location. They were required to provide a list of clients, describe how the firm can represent clients with potential competing interests, demonstrate necessary knowledge and expertise, and demonstrate past performance and capability with references.

One responsive proposal was received from Lee and Smith, P.C. and a copy is attached. Lee and Smith has served as the City's consultant since 2001. Over the past four years, James Barker, the City's primary consultant contact, has successfully assisted the City in obtaining $3.6 Million Dollars in Federal Appropriations. Park City has also received earmarks of $2.5 Million over the last three years for FTA funding.

Fee for Services: In return for consulting and representation services, the City will pay Lee and Smith seventy two thousand dollars ($72,000) for one year. The total fee shall represent compensation in full for consulting services up to and including thirty (30) hours per month, with a $5,000 expense retainer. Further details regarding payment and fee structure can be found in the services contract, Exhibit B.

In FY-2005 a total of $122,321.67 was expended. That is broken down as follows: base contract, $72,000; hours in excess of 30 per month, $46,725; and reimbursable expenses,

$3,596.67. The large amount of excess hours was related to the Gambel Oak, Red Maple and water importation projects. Per City procurement policies, Staff should have received Council authorization for roughly $30,000 of the overage prior to expenditure of funds. Adequate funds are budgeted to cover the overage. The current contract is for a not-to-exceed amount of $72,000 per year with a provision for $14,400 for excess hours.

Scope of Services: The overall objective of the consulting services agreement is for the consultant to secure federal funding for Park City Municipal Corporation in order to develop water resources and waste water resources. The consultant will represent Park City's interests in Washington, DC. Such representation shall include, but is not limited to the following:

1. Develop a comprehensive legislative and/or administrative strategy to obtain federal authorizations and federal appropriations;
2. Coordinate, direct, and implement legislative actions;
3. Prepare draft legislation, report language, and/or Congressional testimony as may be required;
4. Represent Park City in meetings with federal officials;
5. Assist with the federal regulatory process;
6. Develop relationships in Washington, DC which are beneficial to Park City's interests; and
7. As desired by Park City, assist in Utah state and local government activities.

Term: The term of the contract is for one year with two additional (automatically renewable) one year terms.

D. Department Review: This staff report has been reviewed by the City Manager's Office, Budget Office, Public Works Department, and the Legal Department.

ALTERNATIVES: Our recent experience demonstrates that there are avenues within Congress and the administration to achieve federal funding for local projects. We can continue to explore these options ourselves. However, dealing with the federal government is complex, and we have no guarantees of success. Some strings may be attached to federal money which could generate increased staff time and governmental oversight. It is the opinion of staff that political processes such as this are often best left to those with relevant experience and political connections.

A. Approve the Request: City Council could approve the award of contract with Lee & Smith for legislative consulting issues.

B. Reject all Bids: City Council could reject all bids and ask staff to perform another selection process.

C. Deny the Request: City Council could deny the request to award a contract to Lee & Smith and not hire a Washington consultant.

D. Continue the Item: Our current lobbying consultant is under contract through August 11, 2005.

E. Do Nothing: Same as denying the request

SIGNIFICANT IMPACTS: The cost of Lee & Smith's services through the next year are estimated to be about $72,000 depending on expense. There are sufficient funds in the Water Fund and Transportation Fund for this project. At stake in Congress is currently about $1.5 million in federal funding for Park City buses and about $30 million for water projects.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: There are probably few direct consequences as we may or may not receive federal funding with or without the help of Lee & Smith or any other consultant.

RECOMMENDATION: The City Council should authorize the expenditure of $46,725 in extra hours for 2005 and authorize the City Manager to enter into a service provider contract (attached) in a form approved by the City Attorney's Office for an amount not to exceed $72,000 base, $14,400 for excess hours, plus a $5,000 annual expense retainer, for a total amount of $91,400. This amount will cover 360 hours annually (30 per month) for a one year contract, with two additional renewable one year terms.

PARK CITY MUNICIPAL CORPORATION CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (hereinafter AAgreement@) is made and entered into in duplicate this ____ day of August, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah (ACity@), and LEE & SMITH, P.C., having a street address of 1101 30th Street, N.W., Suite 200, Washington, DC 20007 (AConsultant@).

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, Consultant represents that Consultant is qualified and possesses sufficient skills and the necessary capabilities, including 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.

Consultant 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 Consultant responsibilities throughout this Agreement and as set forth in the Scope of Services attached hereto and incorporated herein as Exhibit A. The total fee for consulting services pursuant to this Agreement shall be **Seventy Two Thousand Dollars ($72,000)**, with an additional Five Thousand Dollar ($5,000) annual expense retainer, as set forth in the Compensation Schedule, attached hereto and incorporated herein as Exhibit B.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall automatically renew for two successive one (1) year terms, unless either party serves written notice of termination. Such notice shall be delivered pursuant to the terms of Para 17 below and shall be delivered no later than 30 days before the expiration of the one year term.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for consulting services provided hereunder shall be made monthly following the performance of such services.

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

C. Consultant shall submit to the Assistant City Manager or his designee on forms approved by the Assistant City Manager, an invoice for services rendered during the pay period. The City shall make payment to Consultant within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

D. Consultant reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent Consultant/City relationship will be created by this Agreement. No agent, employee, or representative of Consultant shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of Consultant are not entitled to any of the benefits the City provides for its employees. Consultant 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 Consultant is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. CONSULTANT EMPLOYEE/AGENTS.

The parties to this Agreement hereby acknowledge and agree that Consulting Services performed by Consultant pursuant to this Agreement shall be performed primarily by Mr. James C. Barker, who may at all times seek and rely upon the advice and counsel of David B. Lee, C. William Smith, and other members of Lee & Smith, P.C.

7. HOLD HARMLESS INDEMNIFICATION.

A. Consultant 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 Consultant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Consultant; and provided further, that nothing herein shall require Consultant to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. Consultant expressly agrees that the indemnification provided herein constitutes the Consultant's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Consultant claims or recovers compensation from the City for a loss or injury that Consultant would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. PROFESSIONAL PERFORMANCE.

Consultant agrees to perform the work under this contract to the satisfaction of City. Payment by City of invoices submitted by Consultant shall signify that Consultant has performed, to City's satisfaction, the work for which the charges were made.

9. **TREATMENT OF ASSETS**.

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

10. **COMPLIANCE WITH LAWS**.

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

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

11. **NONDISCRIMINATION**.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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. Consultant 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. Consultant shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

A. Consultant 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 Consultant not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

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

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. CONFLICT OF INTEREST.

Consultant covenants that he currently has no interest, and shall not acquire any interest, which would conflict in any way with the performance of this agreement. No member, officer or employee of City or of a local or state public body during his tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof.

16. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

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

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

17. TERMINATION.

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

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

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. ENTIRE AGREEMENT.

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

EXHIBIT A

SCOPE OF SERVICES

The overall objective of this consulting services Agreement is for Consultant to secure federal funding for Park City Municipal Corporation in order to develop water resources, waste water resources, housing resources, and transportation resources. Consultant will represent Park City's interests in Washington, DC. Such representation shall include, but is not limited to the following:

1. Develop a comprehensive legislative and/or administrative strategy to obtain federal authorizations and federal appropriations;
2. Coordinate, direct, and implement legislative actions;
3. Prepare draft legislation, report language, and/or Congressional testimony as may be required;
4. Represent Park City in meetings with federal officials;
5. Assist with the federal regulatory process;
6. Develop relationships in Washington, DC which are beneficial to Park City's interests; and
7. As desired by Park City, assist in Utah state and local government activities.

EXHIBIT B

COMPENSATION SCHEDULE

Total Fee: The Total Fee for consulting services pursuant to this Agreement shall not exceed Seventy Two Thousand Dollars ($72,000) base, Fourteen Thousand Four Hundred Dollars ($14,400) for excess hours, plus Five Thousand Dollars ($5,000) for expenses. The Total Fee shall represent compensation in full for Consulting Services up to and including 360 hours annually, thirty (30) hours per month, not including expenses.

Invoice/Payment Schedule: The Total Fee shall be divided into twelve (12) equal monthly installments to be invoiced and paid as set forth in Paragraph 3 of this Agreement.

/

LEE & SMITH
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS
1101 30TH STREET, N.W.
SUITE 200
WASHINGTON, DC 20007

(202) 293-4584
FACSIMILE (202) 293-4588

June 30, 2005

Sharon Bauman
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, Utah 84060

Dear Ms. Bauman:

By way of this letter, I am submitting my proposal to the "Request for Proposal: To Provide Consulting Services for Park City Municipal Corporation", dated June 15, 2005.

Proposal Qualification Requirements:

Name: James C. Barker
Lee & Smith, PC
1101 30th Street, NW Suite 200
Washington, D.C. 20007
202 293-4584 Office Phone
202 293-4588 Fax

Profile of the firm and James C. Barker: See attached firm profile. In addition, Lee & Smith, PC has five professional staff and four support staff. I would be the principal individual working as the Consultant to Park City with assistance in my office from Michael Kennedy.

Proposer's Qualifications:

1. ***Clients:***
   Park City, Utah
   Utah Transit Authority
   Fannie Mae Corporation
   The Metropolitan Water District of Southern California
   The Municipal Water District of Orange County, California
   Utah Olympic Parks
   The Franklin Covey Corporation

2. ***Client Conflicts:*** I do not intend to represent another Utah City. In fact, during the last three years I have rejected numerous invitations to represent other city governments in Utah and have declined to represent them.

3. ***Knowledge and Expertise:*** I have been noted in the Salt Lake Tribune as a "Prominent Washington Lobbyist with Utah ties". I am well qualified to represent Park City's interests in Washington, D.C. before the United States Congress and the Executive Branch Agencies of the federal government. My twenty-two years experience as a senior Congressional Staffer in both the U.S. House of Representatives and the U.S. Senate, my extensive federal appropriations experience as well as my preexisting representation of Park City and other clients have prepared me to offer a full range of services as a Washington, D.C. Consultant including:

    1. Continuing to develop a comprehensive legislative and/or administrative strategy to obtain federal authorizations and appropriations for water resources, as well as other Park City needs.
        a. These activities are already well underway as I have been working closely with the relevant committees of Congress and the Army Corps of Engineers to acquire an authorization for the construction of a pipeline. This would include federal funds for a water pipeline providing additional new water resources to Park City and assisting Park City in obtaining grants or other federal or state funds for a water treatment facility for Judge Tunnel or other water facilities.
        b. Assist the City in land exchange related activities as deemed necessary: I have been working with Park City closely with Congressman Bishop's office and the Resources Committee to resolve Gamble Oak related issues.
    2. Coordinate, direct, and implement legislative actions.
    3. Prepare draft legislation, report language, and or Congressional testimony as may be required.
    4. Represent Park City in meetings with federal officials.
    5. Develop relationships in Washington, D.C., which are beneficial to Park City's interests.
    6. As desired by Park City, assist in Utah state and local government activities.
    7. Work with Fannie Mae or other secondary mortgage market lenders to assist Park City in developing low and moderate-income housing.
    8. Assist in Transportation efforts.

Among other accomplishments, I was the Republican Counsel on the House Interior Committee, Water and Power Subcommittee, during which time I was the responsible for the $1 Billion Federal Authorization to complete the Central Utah Water Project as well as numerous other Western Water Projects. Prior to entering private practice, I served as Chief of Staff to Senator Bob Bennett, a senior member of the powerful Senate Appropriations Committee and key member of the Energy and Water Appropriations Subcommittee, the subcommittee that appropriates federal monies for water projects. I am also retained by the largest water district in the United States, the Metropolitan Water District of Southern California, and another major water district, the Municipal Water District of Orange County, California.

4. ***A. Performance and Capability:*** During the past four years I have worked successfully to assist Park City in: 1) obtaining federal appropriations for water development; 2) developing support for a legislative authorization to construct a water pipeline; 3) assisting Park City in land exchange related issues such as the Red Maple and the Gamble Oak matter; 4) aggressively pursuing appropriations for water treatment facilities (Judge Tunnel) and water development; 5) generally assisting Park City with federal issues in Washington, D.C., and, 6) helped coordinate multiple congressional Member and staff visits to Park City.

****Specific Performance in Federal Appropriations:***

2001--$100,000 Army Corps Federal Appropriation
2002--$500,000 Army Corps Federal Appropriation, and
$433,000 EPA STAG Appropriation for Judge/Spiro Tunnel
2003--$500,000 Army Corps Federal Appropriation (directed to BOR)
$867,000 EPA STAG Appropriation
2004--$400,000 EPA STAG Appropriation
2005—Assistance in obtaining $500,000 BOR Feasibility Study Funds
(Passed Senate Appropriations Committee)
$300,000 EPA STAG Appropriation

Grand Total: $3.6 Million Dollars

**Also provided assistance in Park City receiving transportation funds and other federal benefits, not included in the above total.

**A $30 million Army Corps Construction Authorization has passed the House of Representatives twice but the US Senate has not been willing to pass any WRDA Bills during this period. This year we are again contained within the House Committee passed version of WRDA and are currently awaiting consideration of the Bill on the House Floor.

B. ***References:***

The Office of Senator Bennett where I served as the Chief of Staff: Senator Bob Bennett or Senator Bennett's Chief of Staff, Chip Yost, or Senator Bennett's Legislative Assistants, Shaun Parkin, or Luke Johnson: 202 224-5444.
Fannie Mae: Mr. Nate Gatten, VP, 202 752-7660
The Utah Transit Authority: Mr. Mike Allegra 801 262-5626 x2133
Park City: Mr. Tom Bakaly, Jerry Gibbs.

5. *Fees:*

$72,000 Base Amount for 360 hours (30 hours per month or $6,000)
$275 per hour over 30 hours per month
$5,000 annual expense retainer (This amount is mostly for travel and lodging in the event there are Congressional fact finding trips or tours to Park City to explain issues of concern. All out of town travel would be approved in advance by Park City. I am also willing to negotiate a fixed rate billing procedure.

6. *Non-discrimination Clause:*

James C. Barker and Lee & Smith, PC do not discriminate against any individual because of race, religion, sex, color, age, handicap or national origin and that these matters will not be a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion or separation.

I am excited about federal funding opportunities for Park City. I have enjoyed my representation of Park City and look forward to continuing the relationship. I am happy to respond to any questions you may have regarding this proposal.

Sincerely,

James C. Barker

James C. Barker

LEE & SMITH, P.C.

PROFILE

Lee & Smith, P.C. is a Washington, D.C. based law firm specializing in federal legislative, administrative and regulatory affairs. Since its establishment in 1996, Lee & Smith has successfully represented clients before Congress and the Executive departments and agencies of government. The Firm has earned an AV rating from Martindale-Hubbell, the highest rating available to law firms. Representative clients include land grant universities, water districts, transit authorities, research foundations, corporate and private interests.

Lee & Smith enjoys a reputation for effective advocacy on behalf of its diverse clientele. Drawing upon many years of Capitol Hill experience, Lee & Smith attorneys have the requisite and demonstrated expertise to craft comprehensive legislative and regulatory strategies to achieve client objectives.

The primary focus of the Firm's legislative practice is concentrated in the area of Congressional appropriations and authorizations. The founding principals of the Firm, David B. Lee and C. William Smith, are recognized experts in the federal budget and appropriation process. Even in the face of recent budget constraints, the Firm has successfully secured substantial federal funding for its clients.

Lee & Smith is well regarded on the Hill and throughout the Executive Branch of government. The Firm has a tradition for tackling difficult legislative and administrative problems with a minimum of controversy and a high degree of success. Its legislative and regulatory know-how has enabled it to bridge divergent views with novel, consensus-building strategies, thereby enabling clients to achieve success otherwise thought improbable.

Client loyalty is a proud hallmark of Lee & Smith. That loyalty has been hard won and is never taken for granted. Client services are tailored to meet the individual needs of each client. At the end of the day, Lee & Smith believes clients should be able to quantify the value and benefit of the services performed on their behalf.

FIRM MEMBERS

DAVID B. LEE

Mr. Lee is President and a founding principal of Lee & Smith, P.C. He graduated *magna cum laude* from the University of Utah and received a law degree from Brigham Young University.

Before entering private practice, Mr. Lee served as Staff Director and Chief Counsel to Congressman Gunn McKay (D-Utah). Prior to joining the McKay staff, Mr. Lee also served on the staff of Senator Frank E. Moss (D-Utah).

In 1981, Mr. Lee joined the Washington, D.C. office of the Utah based law firm Jones, Waldo, Holbrook & McDonough, P.C. At Jones, Waldo, Mr. Lee served as a Vice President, a member of the Board of Directors, and as the Managing Shareholder of the Washington, D.C. office.

Mr. Lee is a frequent lecturer on the Federal legislative process. He is a member of the Utah State Bar, the D.C. Bar and the American Bar Association.

C. WILLIAM SMITH

Mr. Smith is a native Washingtonian. He served four years as a Marine infantry officer, including a year in Vietnam where he received a battle-field promotion to Captain and was wounded in action. After military service he served on the staff of the Secretary of the Treasury for six years. He then served on the Staff of the Appropriations Committee of the U. S. House of Representatives for twenty-one years, where he was Staff Director of one of the Appropriations Subcommittees.

Mr. Smith is recognized by both political parties as an expert on the legislative, appropriations and budget processes. He is a lecturer for the Brookings Institute, and the Federal Executive Institute and other management development programs in the Federal government. Mr. Smith received his Law Degree from American University in 1974.

JAMES C. BARKER

Mr. Barker joined the Firm in April 2001 after having served as a senior staffer in the United States Congress for a period of twenty-two (22) years, including fourteen (14) years in the House of Representatives and eight years (8) in the U.S. Senate. Among other experiences, Mr. Barker was Senator Bob Bennett's Chief of Staff from 1994-2001.

In the Congress, among other activities, Mr. Barker developed an expertise in Appropriations, Natural Resources and Financial Services issues. Jim Barker received the *Congressional Staffer of the Year Award for the year 2000* from the Information Technology Industry Council, a premier technology trade association located in Washington, D.C. for his first rate legislative ability. Mr. Barker enjoys a thorough working knowledge of the House of Representatives, the United States Senate, and the Executive Branch of the Federal Government.

Prior to his Senate experience, Mr. Barker was Republican Counsel on the House Water and Power Subcommittee and was Chief of Staff to Congressman James V. Hansen, former Chairman of the House Resources Committee. Mr. Barker is a graduate of Pepperdine University School of Law and an active member of the Washington, D.C. Bar Association. He received a MA and a BA from Brigham Young University. He is married to Ann Barker and the couple reside with their four children in Oakton, Virginia, a suburb of Washington, D.C.

Among other clients, Mr. Barker represents the largest mortgage financial services company and the largest water district in the country, as well as a number of other municipal, corporate, and water related local government entities.

ALLEN D. FREEMYER

Mr. Freemyer established himself as a nationally recognized expert in legislation, appropriations, natural resources, water, energy and environment matters while serving as senior staff for nine years on the Committee on Resources in the U.S. House of Representatives. Mr. Freemyer joined the Firm in February 2002 after serving as the Chief of Staff of the Committee under the direction of Chairman James V. Hansen. Prior to becoming Chief of Staff, Mr. Freemyer was Staff Director and Counsel to the Subcommittee on National Parks and Public Lands under the Chairmanship of Don Young of Alaska. During the 103rd Congress, Mr. Freemyer served as Counsel to the Subcommittee under the Chairmanship of George Miller (CA). Prior to working in Congress, Mr. Freemyer was in a private law practice

While serving on the Committee, Mr. Freemyer established himself as an expert legislative strategist with hundreds of Public Laws to his credit. His primary focus is in the areas of natural resource, energy, water, and environmental policy. He also has extensive experience with appropriations, national defense, transportation and various other issues. As Chief of Staff, Mr. Freemyer had a unique opportunity to work with House and Senate Leadership, as well as many outside groups in the formulation of policy, appropriations, and legislation. Mr. Freemyer possesses a complete working knowledge of the political and policy interface between Congress and the Executive Branch.

Mr. Freemyer currently represents clients with federal legislative, appropriations, administrative, and regulatory issues. This representation includes issues before the House and Senate as well as several Administrative agencies. He is a frequent lecturer on the Federal legislative process and natural resource related issues.

Mr. Freemyer grew up in Greeley, Colorado and is a graduate of Utah State University (1986) and received his Juris Doctor from the University of Utah (1989). He is a member of the District of Columbia Bar. Mr. Freemyer resides in Washington, D.C. with his wife Windsor Freemyer and their family.

MICHAEL J. KENNEDY

Mr. Kennedy is the Director of Legislative Affairs for Lee & Smith, P.C. During his tenure at Lee & Smith, Mr. Kennedy has assisted institutional clients such as cities, universities, transit districts, and water districts, in receiving federal appropriations for multi-million dollar projects. Mr. Kennedy has also helped clients in the legislative branch and administration with issues surrounding natural resources, banking, water and land management, transportation, defense, and other areas of interest.

A graduate of Harvard University with an A.B. *cum laude* in Government, Mr. Kennedy participated in the John F. Kennedy School of Government's Institute of Politics and sang worldwide as president of the Harvard Din & Tonics. An active Harvard alumnus, Mr. Kennedy wrote the script for the 154th production of the nation's oldest theatre organization, the Hasty Pudding Theatricals.

Mr. Kennedy previously served as Chief Operating Officer of Nutribution, Inc., a Los Angeles-based nutriceutical company. He has also worked as an associate with the Boston Consulting Group where he developed management and operational strategy in the pharmaceutical industry and performed due diligence work for private equity clients. Mr. Kennedy was a staffer for Senator Robert F. Bennett, and worked as a consultant for the Egyptian Ministry of Health.

GLENDON E. JOHNSON, JR.

Mr. Johnson was born in Salt Lake City, Utah. He graduated with honors from University of Utah in 1975 and received his Law Degree from the University of Texas.

Mr. Johnson is Of Counsel to Lee & Smith, P.C. Mr. Johnson's speciality is Corporate, Corporate Finance Transactions, and Mergers and Acquisitions.

Mr. Johnson is a member of the District of Columbia Bar, the Texas Bar and the American Bar Association.

City Council
Staff Report

PARK CITY 1884

Planning Department

Author: Jonathan Weidenhamer
Subject: Outdoor Display of Merchandise
Date: August 4, 2005
Type of Item: Legislative

Summary Recommendation:
Discuss the proposed criteria regulating outdoor merchandising during the work session, and hold a public hearing during the regular meeting. Consider approving an ordinance to allow Outdoor Display of Merchandise in all commercial districts, and include motorized scooters as an allowed exception.

Background
At the May 26, 2005 City Council meeting Staff was directed to modify existing Land Management Code (LMC) regulations to allow outdoor merchandising. In general, the direction the City Council provided was to:

- Allow display through LMC regulation with an Administrative Conditional Use Permit
- Allow merchandise to be displayed outside on private property
- Prohibit merchandise from impeding sidewalks or other public property
- Allow only merchandise that is available for sale in the proprietor's store to be displayed
- Expand types of allowed exceptions (bikes, kayaks, etc.) to include motorized scooters, and other recreational – related items

On June 30, 2005 a joint City Council and Planning Commission meeting was held. Council asked the Planning Commission to work with staff to create language to regulate outdoor merchandising. On July 13, 2005 the Planning Commission forwarded a positive recommendation on the proposed ordinance language included in this report (Exhibit A - PC work session minutes 7/13/05). During the Planning Commission review of the ordinance, concern was expressed by the Commission about: potential impacts on health, safety, and welfare of expanded sales activities on the street; ability to enforce the ordinance; indemnification, and in general the proliferation of visual clutter or incompatible types of display. The Commission also stated their preference of starting with a fairly restrictive ordinance that would allow the ability to measure success and impacts that would have the ability to change or expand further regulations in the future.

Analysis
As part of the Planning Commission recommendation, they requested that additional clarity be provided for some of the specific criteria. Per their direction, staff held a stakeholders meeting to further discuss these items. This stakeholders group included 3 HMBA members, the City Council Liaison to the HMBA, the City Attorney, and Planning & Economic Development staff. This group's suggestions are included in the

draft language as redlines to the Commission's recommended language. In general the stakeholder's suggestions would:

- Prohibit display on city sidewalks – the language recommended by the Planning Commission would allow for display on all city sidewalks provided 44" of clear an unobstructed sidewalk was maintained. This language was amended by the stakeholders group to completely prohibit the use of public sidewalks for outdoor display, except for the existing ability to conduct limited sidewalk sales as permitted in Municipal Code Section 4-3-10.

- Allow expanded display on privately-owned areas such as alcoves and patios with limited restriction (only health and safety codes) – the language recommended by the Planning Commission did not allow for the use of tables, racks, hangers, sales tags; and allowed for the display of clothes only on mannequins. This language as amended by the stakeholders group allows much more flexibility for types of display on private property, including the use of tables, clothes racks, and other ideas.

Draft Ordinance Language

(3) **OUTDOOR STORAGE AND DISPLAY OF BICYCLES, KAYAKS, MOTORIZED SCOOTERS, AND CANOES**. Outdoor storage and display of bicycles, kayaks, and canoes is subject to the following criteria:

(b) The Area of the proposed bicycle, kayak, motorized scooters, and canoe storage or display is on private Property and not in Areas of required parking or landscaped planting beds.

(f) Additional outdoor bicycle storage Areas may be considered for rental bicycles or motorized scooters provided there are no or only minimal impacts on landscaped Areas, parking spaces, and pedestrian and emergency circulation.

The following language amendments have been recommended by the Planning commission, the redlines are suggestions made by the stakeholders group:

(5) **DISPLAY OF MERCHANDISE**. Display of Outdoor Merchandise is subject to the following criteria.

(a) The display is immediately available for purchase at the business displaying the item.

(b) The merchandise is displayed on private property directly in front of or appurtenant to the business which displays it, so long as the private area is in an alcove, recess, patio, or similar location that provides a physical separation from the public sidewalk. No item of merchandise may be displayed on publicly owned property including any sidewalk or prescriptive right-of-way regardless if the property line extends into the public sidewalk.

An item of merchandise may be displayed on commonly owned property; however, written permission for the display of the merchandise must be obtained from the owner's association.

(c) ~~No tables, boxes or racks may be used to display the merchandise. Merchandise may not be displayed on a coat hanger, or placed in, or attached to, or hung from any tree.~~ The display is prohibited from being permanently affixed to or attached in any way 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.

~~(d) Clothing which is displayed outdoors must be placed on a mannequin. No more than one mannequin may be displayed per business.~~

(e) The display does not diminish parking or landscaping.

(f) The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code. The display does not impede pedestrian circulation, sidewalks, emergency access, or circulation. At minimum, 44" of clear and unobstructed ~~sidewalk~~ access to all fire hydrants, egress and access points must be maintained. ~~The merchandise which is displayed must be located so as to maintain free and unobstructed access to and from the business which displays it.~~ Merchandise may not be placed so as to block visibility of or access to any adjacent property.

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

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

(i) The Park City Special Events Director maintains the authority to prohibit Outdoor Display of Merchandise when the boundary of a Special Event or Master Festival is included in, or adjacent to the Display of Merchandise upon a finding of non-compatibility.

(j) No inflatable devises other than decorative balloons smaller than 18" in diameter ~~a cubic foot~~ are permitted. Balloon height may not exceed the finished floor elevation of the second floor of the building.

(k) No additional signs are allowed. ~~No~~ A sales ~~price~~ tag, 4 square inches or smaller may appear on each display item. 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.

~~(l) Landscaping, plantings, and other pedestrian and visual enhancements are not regulated by this section.~~

Issues for Discussion

- Staff suggests the Council may want to further discuss the issues raised by the Planning Commission during the work session prior to consideration of adopting an ordinance to allow outdoor merchandising.

- Limitations on size/area/amount of display – No consensus was reached among the Planning Commission or Stakeholders group relating to specific limitations on amount of display. Staff suggests the City Council consider additional limiting criteria in the Historic Districts such as 2' x 8', or 16 square feet.

Department Review: The City Manager's Office, Public Affairs, Planning, Economic Development, Building, and Legal Departments have reviewed this report.

Recommendation:
Discuss the proposed criteria regulating outdoor merchandising during the work session, and hold a public hearing during the regular meeting. Consider approving an ordinance to allow Outdoor Display of Merchandise in all commercial districts, and include motorized scooters as an allowed exception.

Exhibits
Ordinance A – Ordinance with stakeholder's modifications to Plng. Comm. Recommendation
Ordinance B – Ordinance with language from Planning Commission recommendation
Exhibit A – Planning Commission Work Session Minutes 7/13/05
Exhibit B – Community Input Meeting – list of attendees and ideas

Ordinance No. 05-

AN 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(15-2.17-8), GC(15-2.18-9), LI(15-2.19-11), AND PUT(15-2.22-9) ZONES.

WHEREAS, the Land Management Code places limitations on the outdoor display of merchandise, outdoor storage and outdoor dining uses; and

WHEREAS, the City Council finds that it is in the public interest to regulate the outdoor display of merchandise, in certain pedestrian-oriented commercial districts in order to reduce visual clutter, protect and preserve the unique aesthetic character of the City, and enhance the community,s economic viability; and

WHEREAS, public hearings were duly held before the Planning Commission on July 13, 2005, and before the City Council on August 4, 2005; and

WHEREAS, public notice and opportunity to comment were provided, pursuant to the Land Management Code; and

WHEREAS, the City Council finds and determines that, subject to certain criteria, display of Outdoor Merchandise can enhance the pedestrian appeal and vitality of certain commercial areas; and

WHEREAS, the City Council finds and determines that, subject to certain criteria, the outdoor storage of motorized scooters promotes alternative modes of transportation and strengthens the outdoor recreation character of the City; and

WHEREAS, the City Council finds the proposed amendments in the best interest of the residents of Park City;

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

SECTION I. FINDINGS. The above-recitals are hereby incorporated herein as findings.

SECTION II. AMENDMENT. Chapter 2, Sections 15-2.3-14, 15-2.5-13, 15-2.6-12, 15-2.16-9, 15-2.17-8, 15-2.18-9, 15-2.19-11, and 15-2.22-9 of the Land Management Code is amended to read as follows:

(3) **OUTDOOR STORAGE AND DISPLAY OF BICYCLES, KAYAKS, MOTORIZED SCOOTERS, AND CANOES**. Outdoor storage and display of bicycles, kayaks, and canoes is subject to the following criteria:

(b) The Area of the proposed bicycle, kayak, motorized scooters, and canoe storage or display is on private Property and not in Areas of required parking or landscaped planting beds.

(f) Additional outdoor ~~bicycle~~ storage Areas may be considered for rental bicycles or motorized scooters provided there are no or only minimal impacts on landscaped Areas, parking spaces, and pedestrian and emergency circulation.

(5) **DISPLAY OF MERCHANDISE**. Display of Outdoor Merchandise is subject to the following criteria.

(a) The display is immediately available for purchase at the business displaying the item.

(b) The merchandise is displayed on private property directly in front of or appurtenant to the business which displays it, so long as the private area is in an alcove, recess, patio, or similar location that provides a physical separation from the public sidewalk. No item of merchandise may be displayed on publicly owned property including any sidewalk or prescriptive right-of-way regardless if the property line extends into the public sidewalk. An item of merchandise may be displayed on commonly owned property; however, written permission for the display of the merchandise must be obtained from the owner's association.

(c) The display is prohibited from being permanently affixed to or attached in any way 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.

(d) The display does not diminish parking or landscaping.

(e) The Use does not violate the Summit County Health Code, the Fire Code, or International Building Code. The display does not impede pedestrian circulation, sidewalks, emergency access, or circulation. At minimum, 44" of clear and unobstructed access to all fire hydrants, egress and access points must be maintained. Merchandise may not be placed so as to block visibility of or access to any adjacent property.

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

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

(h) The Park City Special Events Director maintains the authority to prohibit Outdoor Display of Merchandise when the boundary of a Special Event or Master Festival is included in, or adjacent to the Display of Merchandise upon a finding of non-compatibility.

(i) No inflatable devises other than decorative balloons smaller than 18” in diameter are permitted. Balloon height may not exceed the finished floor elevation of the second floor of the building.

(j) No additional signs are allowed. A sales tag, 4 square inches or smaller may appear on each display item. 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.

SECTION III. EFFECTIVE DATE. This ordinance shall become effective upon publication.

PASSED AND ADOPTED this 4th day of August, 2005

Exhibit A
PC Work Session Minutes

PARK CITY PLANNING COMMISSION
WORK SESSION NOTES
JULY 13, 2005

PRESENT: Jim Barth, Bruce Erickson, Michael O'Hara, Bob Powers, Jack Thomas, Diane Zimney, Patrick Putt, Brooks Robinson, Jonathan Weidenhamer, Kirsten Whetstone, Eric DeHaan, Mark Harrington

WORK SESSION ITEMS

2300 Deer Valley Drive East, St. Regis Resort Deer Crest - Elevations & materials update

Planner Kirsten Whetstone requested that this item be continued to July 27, 2005.

Amendments to each commercial zone of Title 15 of the Park City Municipal Code (Land Management Code) relating to outdoor displays of merchandise

Planner Jonathan Weidenhamer reported that on May 26, 2005, the City Council directed the Staff to consider modifications to the Land Management Code regulations to allow outdoor displays. Specifically, the City Council asked the Staff to consider amending the Land Management Code to have outdoor merchandise be a specific enumerated exception similar to outdoor dining or vending carts. The City Council and Planning Commission held a joint meeting at which the City Council asked the Planning Commission to look at criteria in the Land Management Code to regulate the display of merchandise. Planner Weidenhamer noted that the staff report contains criteria suggested by the City Council and that the Staff has drafted a number of regulations using Breckenridge as a successful model. He requested that the Planning Commission review the proposed regulations, conduct a public hearing during the regular meeting, and forward a positive recommendation to the City Council. He noted that the amendments will allow a display of for-sale merchandise on private property with ~~a~~ AN ADMINISTRATIVE Conditional Use Permit which would be approved by the Staff. The merchandise must be on private property, and clothing must be on one mannequin. Displays cannot block the public right-of-way or create public health or safety issues. Price tags or signs will not be allowed. The proposed amendments prohibit merchandise displays from December 15 to April 1 each year.

Commissioner Zimney expressed concern that the sidewalks are not large enough to street.

Ken Davis stated that he looked at Breckenridge, Jackson Hole, and Aspen and stated that he loves Jackson Hole because people can walk around and it has character. On the other hand, he found Breckenridge to be contrived and sterile. He stated that in Aspen people had merchandise displayed outside their store and acknowledged that Aspen has wider sidewalks than Park City's. He felt that private property should be segregated from sidewalks, because they are separate issues. He believed merchants with private outdoor space or setbacks should be allowed some flexibility in creating excitement for their operation. He believed people would be creative if they are given flexibility. He agreed with the suggestion that the outdoor display of merchandise should be temporary until they see what happens. He requested that the City allow the merchants the flexibility to open up and make Park City more fun.

Planner Weidenhamer stated that the Staff provided the City Council with four options and one option was a trial period with less restrictions to see what would happen. The City Council favored the trial period, but based on advice from legal counsel, they decided not to do that. The City Attorney has advised that, once the door is opened to allow that type of activity, health and safety issues must be proved in order to sunset it.

Commissioner O'Hara commented that, based on past experience, if they keep things tight at the beginning, they have the flexibility to loosen up as they go along. Commissioner Erickson stated that there is no way to measure the impacts, and he would like to move the ordinance ahead quickly so they can have something to measure against.

Chief Building Official Ron Ivie commented on the question of private property, especially on the west side of Main Street, and noted that in some places the property line comes within inches of the gutter. He recommended that the Planning Commission keep things
simple so everyone understands, and its enforceable

accommodate displays with pedestrians walking up and down the street. Planner Weidenhamer explained that the ADA requirement for sidewalks is 44 inches, and the sidewalks in Park City vary from 6 feet to 9 feet.

Commissioner Erickson asked if the amendments prohibit sales activities. Planner Weidenhamer replied that the Municipal Code would prohibit vending and conducting of business. Commissioner Erickson requested that this be clearly spelled out in the amendments.

Commissioner Powers expressed concern about the problems that would be caused by motorized scooters. Chair Barth stated that he understood motorized scooters would only be displayed for rental. Planner Weidenhamer noted that the City Council specifically directed that motorized scooters could be displayed outdoors.

Commissioner O'Hara asked what was envisioned by not allowing the sale price to appear on the display. If something is for sale, it would have a price. Planner Weidenhamer replied that the request to display merchandise was to make Main Street look vital and alive rather than to sell. Commissioner O'Hara asked how the cow would fit in with the proposed amendments. Planner Weidenhamer stated that displayed merchandise must be for sale.

Planner Weidenhamer expressed an interest in hearing from the merchants regarding the displays being prohibited during the winter. Commissioner Thomas stated that he was perplexed by that prohibition, because winter is when the Park City community is alive. He suggested that the seasonality be removed.

Chair Barth asked how Item 5(b) would be enforced and who would make the determination regarding Items (f) and (g). Planner Weidenhamer replied that would be determined according to the Building Code, and the person in charge of enforcement works for Chief Building Official Ron Ivie. Chair Barth requested indemnification on Items (h) and (i) to keep the City out of a lawsuit due to the carelessness of an individual. He believed the suggestion to try outdoor display of merchandise for a year made sense.

Chair Barth called for public input.

Mike Sweeney, representing the Historic Main Street Business Alliance, introduced Ken Davis, a member of the HMBA. He stated that he tried to focus his comments on Exhibit C, which is the comments from the community input meeting in which he and Mr. Davis participated regarding the outdoor display of goods. Mr. Sweeney stated that the merchants on Main Street are trying to run their businesses in order to make a profit, and if they make a profit, it will produce income to the City. As a business organization, they are asking for the right to conduct their businesses under rules and regulations that do not affect the health, safety, and welfare of the community. He commented that he would have used Jackson Hole as the model rather than Breckenridge. He clarified that merchants are not asking for the right to change the Code for the benefit of sales but are asking for the right to dress up the City to make the commercial areas more fun and add flavor to the community which hopefully will draw more business to Park City and to the individual business owners.

Mr. Sweeney referred to Item 5(a) and stated that he would prefer the language state, "the display is available for purchase." He noted that sometimes a merchant runs out of inventory and it is necessary to take orders. He referred to Item 5(b) and asked for clarification of "the owner's association." Commissioner Erickson clarified that the language refers to the use of platted common space in a condominium plat which is managed by the owner's association. Mr. Sweeney referred to Item5(c), and remarked that the objective is to give merchants the ability to be creative in how they display their merchandise. He felt the language in this item would prohibit the merchants from doing that and suggested that they re-look at the language. He suggested specifying a maximum area for display based on square footage and add something regarding the frontage. The number of items to be displayed at one time could also be specified. Commissioner Erickson noted that the intent is not to regulate what the merchants can do but rather to avoid what the City does not want them to do. Mr. Sweeney stated that he favors the language from Breckenridge which says that the size and design of the displays are in general harmony with the location in which they are placed. He believed the intent is to add to the feel and flavor of Park City. Mr. Sweeney referred to Item 5(f) and requested that the word impede be eliminated, because one person on the sidewalk can impede somebody. He suggested using the term, "substantially block." Regarding Item 5(k), he stated that he would like the right to merchandise and have displays year around. He stated that he was unsure why it would be important to prohibit a sales price as indicated in Item 5(l). He referred to Item 5(n) and noted that it would prohibit merchants from displaying their merchandise during Sundance or the Arts Festival. Mr. Sweeney referred to Item 5(q) and suggested that some small informational signs be allowed to inform tourists.

Commissioner O'Hara asked if a tag with descriptive language would qualify as a sign. Planner Weidenhamer replied that the definition of a sign in the LMC relates to anything that draws attention to, advertises, or promotes. Mr. Sweeney believed that by definition it would be considered a sign. Director Putt read the definition from the Land Management Code and commented on situations where someone could advertise a business other than in written form. He used the cow as an example of how an object or symbol representing the name of the business constitutes a sign.

Mr. Sweeney referred to Item 5(o) and commented that lighting can enhance the value of a display, and fun things can be done with lighting to make a display more appealing to the

Exhibit B

COMMENTS RECORDED FROM THE COMMUNITY INPUT MEETING APRIL 26TH, 6:00PM-8:00PM LOCATED IN THE OLD MINERS HOSPITAL

- Displaying scooters for rent (generating summertime business)
  - Renting space in front of stores for display
  - Add motorized vehicles to list of 'allows items for display'
- Increase vibrancy on street during summer to promote off-season business. (May 1-Oct. 1)
- Increase permission to display outdoor merchandise to …(More than 5 days)
- Allow displaying merchandise that is pertinent to business.
- Consistency of application of code
- Displaying items on tables/stands
- Importance of attracting eyes to business
- More enforcement officers needed?
- Make Main Street fun-not a flea market.
- Creativity needed
- Bring activities (fun and Interesting)
- Parking requirements are different in summer
- How much (merchandise) is too much?
  - How is this defined?
  - Defined geographically?
- ie.- unique guidelines for main st vs. Park City Plaza
- Private property vs. City owned
- Define display amounts by square footage/street frontage
- Case by case or broad guidelines
- Season based rules
- Display cabinets (part of sign code)
- Temporary (experimental) liberalization of guidelines….(6 months)?
- Promote business in store by displaying merchandise-no sales on street
- What is Aspen doing? Can we learn from them?
- Enhancing/beautifying should be encouraged
- Provide options to merchants (don't just enforce)
- HMBA involvement
- Attractions/movement/balloons- color should be permitted
- Drawing attention to events
- Presenting merchants ideas to some sort of Board-or neighboring businesses.
- Criteria checklist
  - Is display idea valid/appropriate?
  - (Determined by neighboring businesses)
- Establish temporary/experimental guidelines by Memorial Day
- Update re: "sign experiment"
- Form a sub-committee of HMBA to analyze proposed display of merchandise.