PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 26, 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, May 26, 2005.

Closed Session – Executive Conference Room
3:00 p.m. Property and personnel

Work Session – City Council Chambers
4:00 p.m. Council questions/comments
4:15 p.m. Outdoor display of merchandise
4:45 p.m. Budget overview

- Special service contracts/Joint Venture
- CIP
- Quinns Recreation Complex
- Council compensation
- Budget finalization

5:45 p.m. Break

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

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 12, 2005

V CONSENT AGENDA PUBLIC HEARINGS

1. Continuation of hearing on an Ordinance approving a subdivision plat for the Village at Empire Pass, West Side, Pod A, Park City, Utah

2. Continuation of hearing Ordinance approving a record of survey plat for the Deer Crest Hotel expandable condominium project, located at 2300 Deer Valley Drive, Park City, Utah

3. Ordinance combining all of Lot 3 and the north half of Lot 2 of Block 3 of the Snyders Addition to the Park City Survey into one lot of record, located at 909 Park Avenue, Park City, Utah

4. Ordinance approving a plat amendment located at 1414 Empire Avenue, to combine the westerly five feet of Lots 9, 10, 11 and 12 with Lots 14, 15, 16, 17 and 18 of Block 21 Snyder's Addition to the Park City Survey and to reconfigure these lots into three lots of record

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5. Authorization to enter into a Construction Agreement with Edman Construction Company, in a form approved by the Legal Department, for the resurfacing of the tennis courts at the Park City Racquet Club in the amount of $41,500

6. Authorization to exchange drainage easements with Mike and Priscilla Watts at 3100 Crestline Drive to more closely conform to existing conditions.

VIII NEW BUSINESS

1. Lease with the Park City/Summit County Arts Council for space located at 528 Main Street for use by the Park City Artists Association

2. Authorization to enter into a management contract for The Imperial Hotel, in a form approved by the Legal Department, with ResortCom from June 1, 2005 through April 30, 2006

IX PUBLIC HEARING

Tentative budget for fiscal year 2005-2006for Park City Municipal Corporation and its related agencies

X ADJOURNMENT

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

Posted: 05/23/05
See www.parkcity.org

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

June 2005

2 Closed – personnel/property
Taxi licensing – work – Lloyd
Sound garden contract
Ordinance – 613 Main Street condominium conversion – Jon
Ordinance – Ordinance approving the second amended record of survey map for the Fashion Coalition Condominiums - Jon
Ordinance – 291 Daly Avenue Subdivision plat – Ray
Ordinance – 1002-1002 ½ Norfolk Avenue plat amendment - Brooks
Resolution accepting Homeland Security grant
Budget - work and public hearing
Adoption of tentative budget
Ordnance – Council compensation
Resolution – water rates
Arts Festival MFL and City Services Agreement
Quinns Recreation Complex – award of contract

9 Sign Code – work
Outdoor art/display - work
Miner's Hospital leases – Arts Council, Mountain Mediation and Mountain Trails
Ordinance – 88 King Road – Summer Subdivision – Brooks
Budget – work and public hearing
Ordinance – impact fees
Adoption of final budget

14-17 Innovations in Local Government - Sarasota

16 **No meeting**

25-28 All America Cities – Atlanta

23 **No meeting**

30 Transit Center Land Match Resolution – Gary
Resolution adopting the personnel policies and procedures manual
Ordinance – 1825 Three Kings Drive, Spiro Condominiums Building A – Record of Survey Plat – Kirsten
Municipal Code Amendments, LMC Title 15, Section 7- relating to outdoor art and outdoor display of merchandise placement and amending front yard setback exception in all zoning districts except HCB and POS – public hearing/action - Kirsten and Pat
Municipal Code Amendments, Title 12, Sign Code – public hearing/action - Kirsten/Ray

July 2005

7 Board interviews

14

21 Resolution adopting a strategic plan for City-owned properties

25 Pioneer Day

28 **No meeting**

August 2005
4
11 **No meeting**
18
25

Pending Items:
99 year lease
General Plan Update
Regional bus service SLC - work
Water Service District – Grant of easement from Iron Mountain Associates
CDBG preliminary hearing – July
Garbage cans

City Council
Staff Report

PARK CITY 1884

Planning Department

Author: Jonathan Weidenhamer
Subject: Outdoor Display of Merchandise
Date: May 26, 2005
Type of Item: Informational update & request for direction

Summary Recommendation:
Review and discuss alternatives for Outdoor Display of Merchandise and provide direction on a preferred alternative. The Council may consider taking public input on this topic.

Background
Staff has received ongoing requests aimed at increasing business, revenue, and vitality by loosening existing ordinances on outdoor display of merchandise. The HMBA as well as merchants in all commercial districts in town continue to press for revisions to existing ordinances (Exhibit C). The Prospector merchants have also submitted a petition with over 90 signatures supporting revisions to existing outdoor merchandising ordinances. This update does not consider the Sign Code, the Noise Ordinance, or outdoor art. The City's initial economic development visioning sessions identified outdoor merchandising as a potential way to increase vibrancy and promote off-season business opportunity.

This issue was discussed by the City Council during their August 12, 2004 work session (Exhibit D – minutes). The Council provided direction to staff to continue to investigate alternatives, with the first step being a community input session. Staff hosted a public input session on this topic on April 26th 2005. There were approximately 18 attendees, consisting mostly Main Street and Prospector business owners. Many ideas and suggestions were voiced (exhibit C).

Section 15-2.6-12 of the Land Management Code (LMC) clarifies that the Outdoor Display of Goods is generally prohibited, with specific enumerated exceptions. Section 4-3-2 of the Park City Municipal Code requires all business Citywide to be conducted within a fully enclosed building except for outdoor dining and other permanent conditional uses, which are permitted by the LMC (Exhibit A). On Main Street, those conditional uses are, Outdoor Dining, Outdoor Grills/Beverage Service Stations, Outdoor Storage and Display of Bicycles, Kayaks, and Canoes, and Outdoor Events and Music. Staff seeks direction tonight if the Council would consider expanding this list to include motorized scooters. The only other exception is in the Municipal Code, Section 4-3-10 Outdoor Sales, which currently allows for 5 sidewalk sales per year, each lasting up to 5 days each.

Analysis

At this time staff has discussed a number of different options. Each option discussed has pros and cons. The following will provide analysis on each option that staff has considered. The options are presented in order of level of support by staff.

1. Municipal Code Changes – Enhanced Sidewalk Sales (Staff's recommendation)
Increase the level of flexibility in existing regulations on sidewalk. The Municipal Code, Section 4-3-10 Outdoor Sales, currently allows for 5 sidewalk sales per year, each lasting up to 5 consecutive days – at a cost of $5 per sale. There is no other associated regulation on type, location, amount, etc. of merchandise, nor a differentiation of private v public property. The only stipulation is that a sidewalk sale must be promoted by a merchants association. If this provision is kept, the associated merchants' associations will need to have a more active role.

- Pros – This would likely be the simplest way to provide additional flexibility to existing ordinances without heavily impacting our ability to regulate other outdoor uses and/or displays.
- Cons – Municipal Code changes would have to be scheduled for an upcoming Council agenda. If this is the preferred direction, Staff recommends additional criteria be added to the existing Code to protect the public and the City from any public nuisance. This could be similar to the sidewalk dining program. Research would have to be conducted on the appropriate number of days and timeframes for any expansion, so that we don't pick an arbitrary number.

In 2004, 36 licenses were issued for sidewalk sales, 22 on Main Street and 14 in other areas of town. So far in 2005, the City has issued 11 sidewalk sale licenses (Exhibit E). Existing regulations allow for 25 annual days of sidewalk sales. Potential options maybe to reconfigure this number to allow greater flexibility (i.e. 9 sales a year for 3 days at a time = 27 days); or increase the number of total allowable days (12 sales a year for 3 days at a time = 36 days – or 3 months worth of summer weekends.

If this alternative is Council's preference, Staff's seeks direction on:

1. Continuation of existing regulation that a sidewalk sale must be promoted by a merchants association.
2. In general, the preferred amount (days) and duration (# consecutive days) of sidewalk sales.

2. Do Nothing
The Planning and Building Departments remain acutely aware of the potential negative implication of loosening these existing regulations and do not support amending the existing regulations. Existing code generally prohibits outdoor display. This is easy to understand, explain, and enforce. It has been a very successful model for this community. Park City's Historic Main Street area continues to be recognized for its quality visual and pedestrian experience in resort-based travel and national resort planning literature. Existing regulations are one of the main reasons the Olympic Main Street venue was so successful. Expanding outdoor display may negatively impact the City's quality Historic District and resort character by expanded outdoor attention getting

techniques rather than focusing on a high standard of urban design and promotion of unique resort commercial opportunities.

- Pros – More permissive display of outdoor activity impacts the City's regulatory authority on a number of other fronts, including prohibiting conducting business on the sidewalk, and display of art or other goods.
- Cons – This would prohibit display of outdoor merchandise except under existing sidewalk sales allowances. The Municipal Code Compliance Officer will likely bear the brunt of an expanded outdoor merchandising ordinance.

<u>3. Land Management Code Changes – Additional Allowed Exceptions</u>

This option would be to allow outdoor merchandising as an exception to the LMC stipulation that all goods and services must be within an enclosed building. Staff's research has found that at least one other resort town has had success with this method. Staff would attempt to identify specific types of merchandise that could be permitted to be displayed with specific review criteria.

- Pros – This would allow merchants a way to display outdoor merchandise.
- Cons - The Planning and Legal Departments continue to be concerned that trying to differentiate between allowing certain types of displayed merchandise and outdoor activities, while prohibiting others, significantly reduces our ability and effectiveness of enforcing our ordinance. To manage this effectively, it is likely that lengthy, specific criteria and regulation would be necessary. These code amendments would likely place a burden on The Building Department's Code compliance staff and require additional resources.

- Motorized Vehicles/Other outdoor goods – Through discussions with Staff has preliminarily supported expanding motorized scooters in the list of allowable exceptions along with bikes, kayaks, and canoes. These types of merchandise are all used outdoors. Other outdoor specific products may also be included, such as patio furniture, tents, and skis. We are seeking direction tonight on this topic.

<u>4. Temporary trial period of minimal regulation</u>

This option would create a temporary reprieve from existing regulation for a fixed period of time via sunset provision. Only permission from the Building and Engineering Departments would be necessary to ensure that a public nuisance would not be created.

- Pros - This would give merchants the opportunity to be creative, and would give Park City a chance to measure if revenues increase with unregulated outdoor merchandising.
- Cons – The Legal Department has cautioned staff that such action could have far reaching and unintended impacts on the City's ability to regulate other outdoor uses and/or display. It would also be difficult to reel this in once the door is opened. The burden would be on the City to prove some kind of health, safety, and welfare is compromised; the doors to other potential undesirable outdoor activity would be opened.

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

Alternatives:

A) Direct Staff to pursue one of alternatives 1 – 4;
B) Direct Staff to pursue an alternative not listed.

Recommendation #1:
Staff's recommendation is option 1, increased flexibility with Sidewalk Sales

Recommendation #2 on display of motorized scooters
Consider providing direction to expand the list of allowable exceptions for outdoor display of goods to include motorized scooters; and discuss other goods that are generally used outdoors.

Exhibits
Exhibit A – Existing ordinances relating to Outdoor Display
Exhibit B – Community Input Meeting – list of attendees and ideas
Exhibit C – Letter from the HMBA
Exhibit D – City Council work session minutes 8/12/04
Exhibit E – List of 2005 licensed sidewalk sales

Exhibit A – Existing Regulations

Municipal Code

CHAPTER 3 - PEDDLERS AND SOLICITORS LICENSING 4- 3- 2. BUSINESS CONFINED TO ENCLOSED BUILDING. Except as authorized by this Title, all businesses within Park City are
to be conducted within a fully enclosed building, except for outdoor dining or other permanent conditional uses which have been given approval under Title 13 Land Management Code.

4- 3A- 7. ART EXHIBIT FOR SALE ON PUBLIC PROPERTY**.**

It is the purpose and object of this chapter that the City establishes reasonable and uniform regulations governing the registrations and manner of operations of artists using available City property in Park City. This chapter shall be construed to protect the legitimate and important governmental interests recognized by this chapter in a manner consistent with constitutional protectoins provided by the United States and Utah Constitutions. The purpose of these regulations is to provide for the regulation and registration of artists within the City in a manner which will protect the property values of surrounding businesses and neighborhoods, and residents from adverse secondary effects, while providing to those who desire to exhibit their works of art for sale the opportunity to do so. This chapter also aims to prevent and control the adverse effects of artists who exhibit their artistry in public places, including without limitation, creating visual blight and aesthetic concerns; blocking reasonable access and sight easements to businesses; preventing the free flow of vehicular and pedestrian traffic in the City's narrow, historic Main Street sidewalks; and forcing citizens to be exposed to unwanted and unwelcome messages, with no avenue of escape. These strong substantial and compelling governmental interests compete with public and private interests in freedom of expression and the private commercial interests of artists and the interests of the public. Therefore, the City desires, in reasonable time, place and manner regulations which are content neutral, 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, and preserve the property values and character of the surrounding neighborhoods.

(B) EXHIBIT FOR SALE ON SIDEWALKS PROHIBITED.

No artist may exhibit for sale his or her art on public streets, sidewalks, or public property other than specifically designated available City property as set forth in this chapter. It is unlawful to exhibit art for sale on publicly owned sidewalks. Furthermore, it is unlawful to exhibit art for sale without a license under this chapter or chapter 8, in park strip areas, pocket parks, and City-operated or otherwise public parks

4- 3-10. OUTDOOR SALES.

The Finance Department may grant a license to regularly licensed Park City businesses, excluding restaurants and food and beverages services, to hold outdoor sales five (5) times a year for a duration of no longer than five (5) days for each outdoor sale, either within the business' own property or on public sidewalks or streets adjoining the business…

(B) PROMOTION BY MERCHANT'S ASSOCIATION. An association representing tenants in a shopping center or other merchant's association representing the businesses in a specific area may apply for an outdoor sale license for the members of that association by providing a list of the merchants participating, and paying a fee which shall be in lieu of and not in addition to the fee assessed against individual businesses.

Land Management Code - HCB District

15-2.6-12. GOODS AND USES TO BE WITHIN ENCLOSED BUILDING. (A) OUTDOOR DISPLAY OF GOODS PROHIBITED. Unless expressly allowed as an Allowed or Conditional Use, all goods including food, beverage and cigarette vending machines must be within a completely enclosed Structure. New construction of enclosures for the storage of goods shall not have windows and/or other fenestration which exceeds a wall-to-window ratio of thirty percent (30%). This section does not preclude temporary sales in conjunction with a Master Festival License, sidewalk sale, or seasonal plant sale. See Section 15-2.6-12(B)(3) for outdoor display of bicycles, kayaks, and canoes.

(B) OUTDOOR USES PROHIBITED/EXCEPTIONS. The following outdoor Uses may be allowed by the Community Development Department upon the issuance of an Administrative Permit. The Applicant must submit the required Application, pay all applicable fees, and provide all required materials and plans. Appeals of departmental actions are heard by the Planning Commission.

(1) OUTDOOR DINING. Outdoor dining is subject to the following criteria:
(f) No Use after 10:00 p.m.

(2) OUTDOOR GRILLS/BEVERAGE SERVICE STATIONS. Outdoor grills and/or beverage service stations are subject to the following criteria:

(3) OUTDOOR STORAGE AND DISPLAY OF BICYCLES, KAYAKS, AND CANOES.

(4) OUTDOOR EVENTS AND MUSIC. Outdoor events and music require an Administrative Use permit. The Use must also comply with LMC Chapter 15-1-10, Conditional Use Review. The Applicant must submit a Site plan and written description

of the event, addressing the following: (b) No violation of the City Noise Ordinance, Municipal Code Title 6.

Exhibit B

List of Attendees at the Community Input Meeting April 26th, 2005.

1. Bill Malone
2. Monty Coates
3. Lynne Young
4. Joe Kernan
5. Tressa McLane
6. Peter Zakarian
7. Mike Imonti
8. Dave Schaffner
9. Kate Doordan
10. Karen Mc Comb
11. Maren Bargreen
12. Ken Davis
13. Ken Whipple
14. Jesse Shetler
15. Mike Sweeney
16. Monica Rafferty
17. DeVon Stanfield
18. Kay Calvert

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.

(5) OUTDOOR DISPLAY OF ART.

Outdoor display of ART FOR sale by ART GAlleries ARE subect To The Following Criteria.

(a) The display AREA must be on private property Ajoining gallery building And does not impede pedestrian circulation.

(b) ART MAY be displayed on gallery building.

(c) Outdoor display is only Allowed during business hours.

(d) Additional outdoor display may be considered provided there are no or minimal impacts on pedestrian or emergency circulation.

Exhibit C

HISTORIC MAIN STREET BUSINESS ALLIANCE

August 9, 2004

Jonathan Weidenhamer, Planner
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

Re: Request from Main Street Business Alliance for review and amendment of City Ordnances pertaining to outdoor activities and noise in the Historic Main Street District.

Dear Jon,

The HMBA board has directed me to ask the City Council to review and amend Ordnances pertaining to outdoor activities including dinning and associated noise. The HMBA would like to participate in this process and make recommendations that pertain to issues that affect its members and how they are allowed to conduct business in the Historic Main Street District after 10:00pm.

The City is now enforcing an ordnances on the books, which in the past were not enforced. These ordnances deal with outdoor activities and noise in the Historic Main Street District not allowed after 10:00pm. These ordnances have the effect of closing down Historic Main Street District. This does not make sense when the City, Chamber and HMBA are marketing Park City as a destination recreational resort town, i.e. "Attract more visitors to Park City through masterful marketing, sales, promotional, and communications campaigns." Many of these visitors come to Park City because it is known as the place to have fun day and night year round. Utah residents come to Park City to get out of Utah. We believe the enforcement of these ordnances has a negative impact on the efforts to make Park City a destination recreational resort community and therefore they should be reviewed and amended where appropriate.

We look forward to working with all stakeholders including near by residents in addressing these ordnances.

Sincerely,
HMBA

Michael E. Sweeney

Michael E. Sweeney,
President

THE PROSPECTOR MERCHANTS are in the process of trying to revise an ordinance prohibiting the outdoor display of any merchandise. We feel that the tasteful display of merchandise is not only a marketing asset, but adds charm and interest to our storefronts. If you agree and would like to support us in this effort, please take a minute to sign the petition.

Thank you!!! **(Name & Address)**

Arlene Valdez 5772 N. Sagebrook Dr. Park City, Ut. 84098

JoAnn Askins 2586 Aspen Springs 84060

Susan G. Jones 2981 Am. Saddler

Alice Salisbury 1109 Woodside Ave 84060

[illegible] 489 woodside Ave 84060

Michaele Peter PO Box 682295 84068

Maria Michaels P.O. Box 579 Midway 84049

Shelly Smith 3074 FAIRWAY HILLS CT P. CTY 84060

Jean Jensen 8030 Juniper Dr. PC 84098

Tania [illegible] 285 S. 200 N Kamas

[illegible] 875 Ironhorse Dr. P.C.

Page 1 of 6 only

Exhibit D

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 12, 2004

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Eric DeHaan, City Attorney; Myles Rademan, Public Affairs Director; Pace Erickson, Parks and Streets Superintendent; Jonathan Weidenhamer, Planner; and Kent Cashel, Transportation Director; and Patrick Putt, Planning and Zoning Administrator

Mike Sweeney, HMBA President

3. Main Street vitalization - Jonathan Weidenhamer explained that the City received a request on July 22 to relax some regulations, specifically relating to noise and outdoor display of merchandise. The staff report is not a comprehensive review and an in-depth discussion is not contemplated this afternoon, but staff is asking for general direction to pursue ordinance changes. There is concern about opening up the outdoor display of merchandise for aesthetic and enforcement reasons and staff is not recommending changes to these provisions. Noise and merchandise were reviewed by the HMBA and on July 27 it rendered a recommendation not to change regulations on the display of merchandise. However, after receiving additional input from its membership, it decided to reopen the issue. Noise relates to extending the 10 p.m. cut-off for outdoor dining and closing doors and windows at bars. He discussed the inherent conflicts with neighborhood and commercial uses. Staff is recommending exploring this request and holding a community meeting with all stakeholders, which the HMBA supports.

Mike Sweeney, HMBA, stated that he spent a lot of time during Arts Festival talking with merchants and he felt that the executive officers “jumped the gun” before getting enough input from the street. This will be brought up at next Tuesday’s meeting. In response to a question from Kay Calvert, Jonathan Weidenhamer clarified that staff believes that the existing ordinance on display of merchandise should not be amended. Candace Erickson suggested that other commercial areas, like Prospector Square and NOMA, be included in discussions and Mike Sweeney agreed. Jim Hier supported reviewing both topics and felt the City should help facilitate discussions, and perhaps involve the Chamber. Dana Williams pointed out that there are business owners who blatantly violate the display of merchandise ordinance. He would either like the to give the ordinance “teeth” with regard to enforcement or arrive at a consistent plan throughout all commercial areas. There are businesses that can accommodate outdoor displays without impeding sidewalks and he is open to discussing both topics.

Marianne Cone felt that a general discussion on noise is appropriate, and Mike Sweeney shared his sound measurements over Arts Festival. Mark Harrington pointed out that master festival licenses are exempt from the noise ordinance, i.e., 4th of July parade. There is a standard for noise at the property line, special legislation regulating the outdoor concert series, and MFLs. Joe Kernan stated that he supports efforts to bring vitality to Main Street. Tom Bakaly understood Council direction to be to hold a community meeting before a draft ordinance is introduced. This process may take a couple of months.

DATE	NAME	SALE DATES	SALE #
2-16-05	FLAT RABBIT	2-17-05 / 2-21-05	1
3-2-05	FLAT RABBIT	3-2-05 / 3-6-05	2
3-9-05	FLAT RABBIT	3-9-05 / 3-13-05	3
3-11-05	STONE ART GALLERY	3-11-05 / 3-15-05	1
3-11-05	US SKI TEAM	3-11-05 / 3-12-05	1
3-22-05	Kindersports	3-22-05 - 4-01-05	1+2
3-24-05	FLAT RABBIT	3-24-05 / 3-29-05	4
3-30-05	FLAT RABBIT	3-30-05 / 4-3-05	5
4-18-05	Kid's Collection	4-18-05 thru 4/23	1
4-22-05	US SKI TEAM	4-22-05 / 4-24-05	2
5-17-05	BAHNHOF SPORTS	5-26-05 / 5-30-05	1

MR SCHAFFNER TOLD - LAST SAL 3-30-05

City Council Staff Report

Author: Gary Hill
Subject: FY 2005 Revised Budget, FY 2006 Budget, and FY 2007 Fiscal Plan
Date: May 26, 2005
Type of Item: Discussion/Legislative

Budget, Debt, and Grants

Description:

Topic:

FY 2005 Revised Budget, FY 2006 Budget, and FY 2007 Fiscal Plan

Background:

On May 2nd, staff delivered the City Manager's Recommended Budget (Tentative Budget) to City Council. The first public hearing was held on May 5th in conjunction with an overview of the City's financial health. Discussions on the 5th included the following:

- Budget Overview
- Financial Health Indicators
- Public Service Contracts
- Destination Tourism Joint Venture
- The Pay Plan
- Council Compensation

May 12th – Capital Improvement Program (CIP) Budget

- Prioritized CIPs
- Quinn's Junction
- Downtown Projects
- New Projects
- Impact Fee Update
- Water Fees

May 19th – Operating Budget

- Budget Process Overview
- Departmental Operating Requests
- Council Compensation

The budget is scheduled for tentative adoption on June 2nd, with final adoption for Park City Municipal Corporation and its related agencies on June 9th. Staff anticipates that all outstanding issues will be discussed on May 26th in order to present a balanced budget to Council on the 2nd.

Analysis:

On May 26th, topics for discussion will include the following:

(1) Review of Special Service Contracts
(2) Destination Tourism Joint Venture
(3) Review of the Capital Improvement Program
(4) Other Outstanding Issues
(5) Quinn’s Junction

Review of Special Service Contracts

Table 1 below is a summary of the funding recommendations made by the Special Service Contract (SSC) Subcommittee.

Organization	Total Request	Previous Award 2004- 2005	Subcommittee Recommended Funding
Arts Kids	$ 35,000	$ 20,000	$ 20,000
Big Brothers/Big Sisters of Utah	$ 20,000	$ 10,000	$ 10,000
Boys and Girls Club of Greater Salt Lake	$ 72,000	$ 36,000	$ 36,000
Children's Justice Center	$ 10,000	$ 10,000	$ 10,000
Christian Center of Park City	$ 20,000	$ 0	$ 10,000
Egyptian Theater Company	$ 75,000	$ 0	$ 0
Historic Main Street Business Alliance	$ 20,000	$ 20,000	$ 0
Holy Cross Ministries	$ 12,200	$ 0	$ 4,000
KPCW *Rent Contribution***	$ 46,880	$ 46,880	$ 8,707
Kimball Arts Center	$ 39,500	$ 0	$ 0
Mountainlands Community Housing Trust	$ 60,000	$ 54,000	$ 30,000
Mountain Mediation Center: *Operating Request*	$ 39,280	$ 35,000	$ 35,000
Mountain Mediation Center: *Rent Contribution*	$ 3,150	$ 0	$ 0
Mountain Town Stages	$ 45,000	$ 0	$ 0
National Ability Center	$ 5,000	$ 0	$ 0
National Sports Foundation	$ 34,000	$ 0	$ 0
Park City Adult ESL	$ 14,000	$ 10,000	$ 14,000
Park City Chamber Bureau	$ 180,000	$ 180,000	$ 170,000
Park City Community Outreach Center	$ 20,000	$ 6,000	$ 18,000
Park City Fencing Inc.	$ 5,850	$ 0	$ 0
Park City Film Council	$ 22,000	$ 0	$ 0
Park City High School Graduation Committee	$ 4,000	$ 0	$ 0
Park City Historical Society & Museum – *Operating*	$ 339,408	$ 102,000	$ 75,000
Park City Historical Society & Museum – *Rent Contribution**	$ 46,576	$ 17,919	$ 46,576
Park City Performing Arts Foundation	$ 80,000	$ 0	$ 0
Park City Summit Arts Council	$ 131,400	$ 59,566	$ 40,000
Peace House	$ 80,000	$ 60,000	$ 50,000
People's Health Clinic	$ 90,000	$ 20,000	$ 45,000
Recycle Utah – *Operating*	$ 86,976	$ 12,046	$ 45,846
Recycle Utah – *Rent Contribution**	$ 19,154	$ 19,154	$ 19,154
Summit Land Conservancy	$ 12,500	$ 0	$ 12,500
TOTAL	$1,668,874	$ 718,565	$ 699,783

Table 1 – Special Service Contract Requests and Recommendations

The City received a record number of Public Service Contract applications for the FY 2006 – 2007 cycle. Twenty-eight applications requesting $1,668,874 were received. In comparison, the City received $905,970 in requests for the 2004-2005 funding round. Approximately $700,000 for two years is recommended for funding.

Christian Center: The Special Services Contract Subcommittee recommended a $10,000 grant to the Christian Center for support its Food Pantry. A question was raised about the operation of the Food Pantry and its relationship to the Daily Bread, a central food distribution point in Park City. The Daily Bread is a spin-off from a food pantry warehouse begun in the late 1980s/early 1990s by the Interfaith Council. It was supported by the individual churches. Two years ago, the Daily Bread separated from the Interfaith Council and is a private, nonprofit entity that operates a food warehouse. The Daily Bread generally provides food to organizations rather than individuals. Individuals are accommodated on a very limited basis through an on-call volunteer. The Boy Scout Food Drive is the primary source of donations for the Daily Bread pantry. A few local churches have continued to support the Daily Bread through financial contributions and volunteers. The Christian Center, St. Mary's Catholic Church and Park City Community Church receive food from the Daily Bread for their pantries. In addition, the Christian Center Food Pantry receives food donations from the Timpanogoes Food Bank and the Utah Food Bank. The Christian Center serves as a receiving point from these entities for other local pantries.

The Christian Center Food Pantry is non-denominational and distributes food based solely on an individual or family need. It does not sponsor any church services nor require adherence to any religious creed. The annual budget for the pantry is $38,400. The request from the Christian Center will support rent and utilities for the pantry which is a separate space from the main Christian Center offices, salaries for two part-time employees, transportation to pick up and delivery food and the purchase of additional foods not donated. The Food Pantry is a separate program from the Tuesday/Thursday night dinners offered.

<u>Peoples Health Clinic</u>: Last Friday the City received a letter from the People's Health Clinic (PHC) regarding the upcoming special service contract recommendations (attached). Last contract cycle the PHC received $20,000 for its operations. The Service Contract Subcommittee had recommended providing $45,000 to the Clinic over the next two years. This amount is reflective of the volume of requests for funding received this year and is proportional to the cost of providing care to Park City Municipal's non-benefited workers. The Clinic is requesting an increase to the amount of funding currently recommended. Staff intends on meeting with the Service Contract Subcommittee prior to the May 26th meeting to discuss the request and provide a recommendation.

Pending Council approval, contracts will go into effect on July 1, 2005 for a period of two years. Funds will be distributed as set forth in the policy, with 80% of the first year total available at the beginning of each fiscal year, and the remaining 20% to be distributed after performance measures have been submitted.

<u>Destination Tourism Joint Venture</u>

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 Joint Venture 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 Joint Venture

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 Joint Venture would recommend the organizer apply for funding through the Chamber of Commerce.

The City and Chamber continue to refine the Joint Venture's goals and responsibilities, and further discussions will occur in the upcoming weeks.

Review of CIP Projects

Over the course of the past several weeks, Council has directed staff to reexamine specific Capital Improvement Program (CIP) projects and issues. Based on Council input, staff proposes several changes (for additional information on specific projects, please refer to Page 370 of Volume II).

- Flagstaff Transfer Fees. Year to date, the City has received approximately $369,000 in Flagstaff Transfer Fee revenue. Per the City's agreement with the developer, the funds are to be used for transit and open space/parks improvements. In the City Manger's recommended budget, the funds were allocated as follows:

CIP #	Name	Amount
48	City Park	$184,171
821	Transit GIS System	$84,751
824	Public Works Complex Improvements	$100,000
	Total	**$368,922**

On May 12th Council directed staff to allocate Flagstaff Transfer Fee revenue to projects specific to Transit Enhancement and Open Space preservation and maintenance. Table 2 is a description of these projects with proposed funding.

CIP #	Name	Amount
795	Open Space Improvements	$184,171
New	Flagstaff Transit Transfer Fee	$184,751
	Total	**$368,922**

The Open Space Improvements CIP (#795) was created last year and has an existing budget of approximately $100,000 in General Fund proceeds. The transfer fees will provide a dedicated funding source for the preservation, maintenance, and possible acquisition of open space.

Staff recommends using the Transit portion of the transfer fees to create a new CIP to be used solely for the enhancement and improvement of the City's transit system. Projects funded from this CIP could include enhancements such as the proposed GIS system.

As CIP # 821 (Public Works Complex Improvements) will no longer have a funding source, it is recommended that $50,000 from General Fund transfers be used for the proposed security and access-limitation measures.

- <u>CIP 813 - Sampson Avenue Retaining Wall.</u> City Council indicated a desire to provide funding for the City's portion of a retaining wall at 41 Sampson Avenue where the hillside is beginning to affect the road and adjacent property owner. Sampson Avenue is currently scheduled for reconstruction in the 5-15 year timeframe as a part of the OTIS improvements. Council provided input that projects with emergency needs should receive a higher priority for funding. The tentative budget on June 2nd will include an adjustment of $55,000 in FY 2005 for the City's share of a new retaining wall. The Engineering department has confirmed that this will not create problems when the road is eventually reconstructed.

- <u>CIP 819 – 3 Kings Drive Storm Drain</u>. The recommended budget currently included $23,000 in FY 2007 for the reconstruction of a storm drain at 3 Kings Drive. The condominium association has requested that the funding be made available in FY 2006 to coincide with their budget. As culvert has largely failed, the request is consistent with council sentiment that emergency projects should receive a higher priority and earlier funding. Staff recommends funding this project out of the 5-Year CIP in FY 2006, which should not impact the timing of other projects. Staff is recommending that the storm drain study money remain in the budget.

- <u>RAP Tax Grant for Museum Expansion</u>. The City (on behalf of the Park City Historical Society and Museum) applied for and received $100,000 in RAP Tax Grant revenue last year. The funds will be used to expand the City Museum. As yet, the Museum has not requested any funds, but intends to do so beginning in July. The tentative budget on the 2nd will include a new CIP for $100,000 in FY 2006 to account for funds that will be passed from the County to the Historical Society.

- <u>CIP Expenditures vs. Budget</u>. On May 12th City Council requested that staff provide a timeline of anticipated expenditures for each CIP. The current budget only provides how much funding is available to be spent in any particular year. Staff will prepare this for Council's consideration over the course of the next few weeks, and have it updated each year in the early summer.

Outstanding Issues

As previously mentioned, all budget issues that have not yet been resolved should be discussed on May 26th in order for staff to provide City Council with a balanced budget on June 2nd. In addition to the above mentioned items, Staff would like Council direction on the following:

Prospector Snow Removal On May 19th City Council considered departmental operating budget requests. Staff was instructed to return on the 26th with a cost estimate for snow removal from Prospector Business Area primary street sidewalks. Staff has analyzed the costs and proposes the following:

- $30,000 in one-time funding for a tracked mini-excavator with blade attachment to clear the sidewalks. Staff recommends that this funding come from General Fund revenues in the 5-Year CIP.
- $15,000 in operating funding to pay for snow hauling, salt, snowmelt compound and related needs (this will be offset by reducing $10,000 from the Lead Cataloger budget option, which was overestimated, and $5,000 from the affordable housing director line-item). This will result in no net increase to the City Manager's recommended budget.

This funding will allow the Prospector sidewalk area to be added to the existing sidewalk snow removal plan. Sidewalks would be cleared within 24 hours of the end of an average storm. This level of service is consistent with that applied to other sidewalks in the same area.

Clearing the sidewalks in the Prospector area does raise a number of issues that need to be resolved prior to next winter. These include:

- Increased cost to local HOA for snow haulage
- Enforcement of plowing snow from parking lots onto sidewalks
- Obstacles, low branches, landscaping encroaching onto sidewalk
- Overnight street parking of vehicles could create a problem in certain areas

Pending Council approval of the Prospector snow removal option, staff will work with stakeholders to address these issues.

Council Compensation: Staff presented the results of the Council Compensation peer group survey to City Council on May 5th and 19th. The peer group and methodology for the market comparison are essentially the same as the peer group and methodology used to set staff's compensation. The average of the top five communities is used as the benchmark.

On May 19th City Council directed staff to compare the identified peer group of Wasatch Front and resort communities with a peer group made up of only resort cities. The Table below shows the comparison between the two groups.

	Current Compensation	New Compensation Total	
		Including Wasatch	Without Wasatch
Council	$18,988	$21,322	$19,845
Mayor *	$26,898	$32,255	$28,744

*car allowance not included

The current methodology and peer group includes a wide variety of communities, which can be categorized into two distinct groups: resort cities and Wasatch Front cities. The resort city peer group is included to provide a comparison with communities that deal with a resort economy and all of its complexities and nuances. The Wasatch Front peer group is a useful comparison in that Park City deals with most of the same issues as other cities in Utah, especially in terms of complexity and political sensitivity. As these peer groups are consistent with the market used for staff comparisons, staff feels that the comparison group is an appropriate benchmark.

As discussed on May 19th, the Council and Mayor may contribute a portion of their monthly stipend to a charitable organization. The City can make this donation on behalf of an individual, but the contribution would be identified as income on a W2 form. If an individual would like to participate, he or she would need to coordinate an amount for contribution with the Finance department.

Staff would like City Council to provide direction on a peer group and methodology prior to adoption of the compensation ordinance on June 2nd.

Quinn's Recreation Complex Operating Budget

In preparation of opening the Ice Arena and first phase of Fields at the Quinn's Recreation Complex, Staff has prepared a proposed budget for both the FY2006 and FY2007 fiscal years. The FY2006 budget reflects the needs forecasted to open the Ice Arena in February 2006 and the preparation costs of opening the fields in July 2006. The FY2007 budget is more representative of the anticipated annual costs of running the Quinn's Complex. This budget has been challenging to predict because this is a new facility. The City relied on comparison Ice Rink budgets and information collected over the past several years for both the rink and fields elements of the budget.

The Ice Rink will offer a full range of programming activities. These programs will include learn to skate programs, youth and adult hockey leagues, figure skating, open skate, and other creative uses both "on-ice" and on "dry-floor." The rink can and will operate as a dry-floor venue for summer activities. The added outdoor fields will relieve current pressures on both rectangular field sports and softball leagues. Additionally, the added outdoor fields will allow the City and Chamber to attract tournaments and events that were previously unattainable because of a lack of fields and support facilities.

Since the time the Quinn's operating budget was prepared and presented to Council in the City Manager's recommended budget, staff has been in the process of reevaluating anticipated costs and revenues with the help of Stacey Noonan, the new Ice and Fields Manager. Her expertise as manager of the Steamboat Springs Ice Arena will be invaluable in refining the expense and revenue projections. It will likely take a year to fine tune the budget requests given the uncertainty of what will be required in a start-up facility. Staff's intent is to keep operating costs down as much as possible, and to provide the proper balance of fee structures and revenue generation means.

Traditionally, single sheet enclosed ice arenas (once fully operational) will generate costs in excess of revenues by $100,000 per year. Through the City's Inter-local Agreement with the Snyderville Basin Special Recreation District (SBSRD), this was anticipated and planned for. SBSRD will be contributing a minimum of $50,000/yr (up to $75,000 in the first two years of operation) to offset this anticipated gap. The City will be responsible for all other subsidy needs.

Quinn's Ice Complex - Operating			
Expenditures		2006	2007
	Personnel	$198,775	$271,387
	Materials, Supplies, and Services	$133,300	$256,600
	Operating Capital	$6,000	$18,000
	Total	$338,075	$545,987
Revenues			
	Operating Revenues	$123,200	$299,500
	County Contribution	$75,000	$75,000
	Total	$198,200	$374,500
Total Subsidy		**$139,875**	**$171,487**

Note that the cost to the City could exceed the anticipated $100,000 in the first full year of operations (FY 2007). Revenues have been conservatively estimated, and positions have been budgeted at full salary and wage amounts. Actual staffing expenditures could be considerably lower. Staffing and expenditure levels will be evaluated throughout the next fiscal year, when staff intends to provide an update with any recommended adjustments to City Council.

Staff will be working as a self-managed team to ensure financial stability for this facility. The rink is slated to be open from February 2006 through April 2006, and then move into a seasonal ice use period from October through April each successive year until programming warrants a review to go year long. During the summer periods, Staff will be facilitating "dry-floor" events/rentals of the facility to offset costs and generate revenues.

The Recreation Fields will incur operating and maintenance expenses with minimal direct revenues. Park City will rely on existing interlocal agreements regarding Youth Sports and current systems for collecting team fees for use of the fields. For events and tournament impacts, It is Staff's opinion that revenues will be generated through additional sales tax collections because of increased event driven visitor nights.

Details of the impacts will require economic impact reports. The table provided below outlines anticipated operating expenditures and revenues.

Quinn's Fields Complex - Opaerting			
Expenditures		2006	2007
	Personnel	$52,415	$83,943
	Materials, Supplies, and Services	$22,480	$41,275
	Operating Capital		$20,000
	Total	$74,895	$145,218
Revenues			
	Operating Revenues	$50,000	$50,000
	Total	$50,000	$50,000
Total Subsidy		**$24,895**	**$95,218**

The Ice Arena and recreation fields will take advantage of seasonal operations to minimize staffing impacts. The staffing summary (below) outlines anticipated staffing levels in FY 2006 and FY 2007.

ICE	2006 FTE	2007 FTE
Hockey Coordinator	0.5	0.75
Skating Coordinator	0.25	0.25
Front Desk Clerk	0.5	1
Front Desk Supervisor	1	1
Recreation Coordinator (90%)	0.5	1
Ice & Fields Operations Supervisor (90%)	0.5	1
Ice General Manager (75%)	1	1
FIELDS		
Parks IV	0.5	1
Recreation Coordinator (10%)		
Ice & Fields Operations Supervisor (10%)		
Ice General Manager (25%)		
Total FTE	**4.75**	**7**

Quinn's Fields Phasing

The Fields portion of the Quinn's complex is currently budgeted for construction in two phases. Phase I has a budget of $3.67 million and includes the construction of four natural turf fields, all anticipated roads and parking lots, water and sewer utilities within the project site, and a portion of the Ice Facility that will provide restrooms and concessions for the Fields Complex ($1 million).

On May 12th Council and staff discussed what items might be included in Phase II. Staff will return to City Council on June 2nd for final contract approval and will review what elements of the design are recommended for Phase I verses Phase II given the current funding.

A. Department Review:

Budget, City Manager, Economic Development and Capital Projects, and Public Works

Alternatives:

A. Hold a Public Hearing on the Budget and Council Compensation and provide direction about Budget Issues, Capital Projects, and Council Compensation

B. Continue the Item: Tentative adoption of the budget is scheduled for June 2, 2005. Council could choose to give additional direction at that time prior to Final Adoption on June 9th.

C. Do Nothing

SIGNIFICANT IMPACTS: The City's budget must be balanced. Staff recommends that Council provide policy direction on budget issues. Any unresolved issues should be discussed on May 26th so that the Tentative Budget can be prepared for adoption on June 2, 2004.

RECOMMENDATION: The City Council should follow the budget presentation schedule described above and provide direction concerning budget policies and issues if needed.

Attachments
A – Letter from the People's Health Clinic

The People's Health Clinic
Serving the Unisured of Summit and Wasatch Counties

To: Mayor Dana Williams
City Manager Thomas Bakaly
Members of the City Council
From: Michael Andrews, Charles Wintzer, Co-Chairs
PHC Board of Directors
Subject: Recommendation for Contract Funding of PHC for 05/06 and 06/07
May 20, 2005

We were indeed pleased to learn that a recommendation for the inclusion of the People's Health Clinic in the city's two year budget for contract services has been made to the Council. Yet, we would be less than honest if we did not express our disappointment at the contract amount that was recommended.

We are acutely aware of the many demands on the budget and the needs of the many non-profits in the city. But we know that the services provided by People's Health Clinic are indeed crucial to the well-being, lives and health of a significant population of our city. Adequate medical care for all of our citizens is as valuable as the need for adequate sewer, water, fire and police protection. They all insure a safe and healthy community.

This year alone, since January 1st, the Clinic has served over 240 individuals providing medical care on over 700 patient visits to the Clinic. This puts the Clinic on track for over 2000 patient visits in 2005.

As you know from our request and the budget information provided, the value of the services provided to Park City residents during 2004 was $170, 969. Our request was for support from Park City at a level of approximately 30% of that cost - $45,000 per year.

The recommended amount would provide that amount of support for two years at a level of 16% of our approved budget for 2005 and anticipated budget for 2006.

By comparison, the government's of Summit County, Heber and Wasatch will provide an amount averaging 24.1% of the value of care received by patients residing in their jurisdiction. The small hamlet of Midway is providing an amount equal to 62.5% of the cost of care to its residents.

The importance of Park City's participation at a higher level is measured by more than just the dollar amount. We have built our budget requests knowing that we must plan for growth and expansion during the coming two years. We are currently working with IHC to develop a cost effective way of providing medical services to the uninsured and indigent of the area if their proposed hospital campus receives approval. Our present facility while adequate will need to expand if PHC is to fulfill its mission to the community.

A major source of our funding comes from charitable foundations. Your support at an appropriate level enables People's Health Clinic to demonstrate to these organizations a high level of community support which in turn strengthens our applications and the likelihood of receiving significant contributions. Increasingly, we are being asked to demonstrate strong community support for the Clinic in order to have viable requests and receive needed funds.

The response of the government entities to our requests this year has been reassuring and essential. We know the Council, Mayor and administration of Park City supports PHC. We know you value our contribution to the well being of the city and community.

PHC Funding Request

Each of you has individually supported the Clinic. We know you struggle with the many requests. But health care for the uninsured is not going to go away during the next two years. The costs will increase. Our cost request as a % of the total city budget is miniscule. We ask for your reconsideration of a larger allocation for People's Health Clinic in the final budget that you will adopt.

We appreciate what you have done for us and what you will do for us. Yet, we respectfully suggest that the level of support recommended falls far short of what is needed and what other government entities have done.

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 12, 2005

Present: **Mayor Dana Williams; Council members, Marianne Cone, Candace Erickson; Jim Hier; and Joe Kernan (arrived at 5 p.m.)**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Patrick Putt, Planning Director; Gary Hill, Budget Manager; Colin Hilton, Economic Development Director; Eric DeHaan, City Engineer; Kent Cashel, Assistant Public Works Director; and Pace Erickson, Operations Manager

Absent: **Council member Kay Calvert**

1. Council questions/comments. Candace Erickson thanked the Friends of the Library for its annual luncheon and contributions to the Library over the years. She thanked everyone who participated in the Clean-up Day last Saturday. Marianne Cone added that Rotary members and volunteers installed head stones at unmarked graves in the Glenwood Cemetery. She reported that she also attended the water rate public input meeting where main concerns focused on water quality not rates. The bus shelters and sound garden projects are moving ahead and she spoke about the positive effects of limiting car trips. Candace Erickson publicly thanked Representative David Ure for providing cows for the event at the Farm. Mayor Williams commented on Clean-Up Day and referred to a letter from Utah Power regarding the Wind Power campaign. Park City's participation is seven times above the national average and the residents and businesses of this area are now purchasing 690,000 kilowatts of wind energy which equates to planting about 136,000 trees. Utah is the second largest participant in the Energy Department's top ten list of green power programs. He explained the livable communities program and felt it is worthwhile pursuing and congratulated the High School for improving its national rating.

Mayor Williams discussed the status of student Alex Butler's bat house project relating to mosquito abatement and advised that this will be a City project as opposed to the Mosquito Abatement District. Patrick Putt explained that since the installation of bat houses is a conservation measure, it is an allowed use in any zone and suggested sites include the structure of the east side of the McPolin Farm and the Pace Homer barn where they could be affixed to the building. He relayed that Alex will take responsibility for installation and maintenance and is asking for Council's permission to install on City properties. Tom Bakaly stated that staff will follow-up.

2. Budget overview:

Capital projects. Gary Hill discussed the budget presentation calendar. Every year, the City reevaluates and prioritizes the capital improvement program. Every two years, a more detailed process is conducted where projects are grouped into alternatives, with one being the lowest. This year's CIP committee consisted of Eric DeHaan, Colin Hilton, Lori Collett, and Ken Fisher. Colin Hilton described the priority process and the six criteria applied to existing projects and about 20 new requests this year. In response to a question from Council member Hier, Mr. Hilton responded that timing is factored into the ranking of a project. The Quinns Recreation Complex was discussed.

Gary Hill referred to the new projects, which must be supported by the City Council to be included in the budget. Several projects were products of the neighborhood request program policy adopted last year. With regard to Project #813, retaining wall at 41 Sampson Avenue, Eric DeHaan explained that the rear wall of the house is literally supporting Sampson Avenue. The home owners are requesting $55,000 from the City to repair the retaining wall through a cost-sharing plan, but the wall is on their property which contributes to its low ranking. He emphasized that staff is not opposed to the project; it is desirable to complete, but that's where it ended up in the process. Additionally, there are survey problems. Marianne Cone felt that some property problems could be solved as they come up, and since this affects a City street, maybe it should be addressed sooner. The poor condition of Sampson Avenue was discussed and its reconstruction date, scheduled in five years. Marianne Cone pointed out the merits of conducting the reconstruction and retaining wall projects together and five years seems like a long time to wait. Eric DeHaan agreed. Jim Hier expressed his concerns about dealing with property issues as they arise because it may promote unlimited demands on resources which are not identified in the budget. He suggested establishing a two-year fund to respond to neighborhood requests like 41 Sampson. Gary Hill indicated that this is possible but may be a step backwards. He pointed out that the City has deliberately moved away from that approach by identifying projects first and then prioritizing them for funding. The neighborhood request program was also implemented. Mr. Hill added that this type of fund may prompt a sense of entitlement in neighborhoods. Jim Hier clarified that this would be an emergency fund, rather than part of a CIP plan, and agreed to meet with staff during the week. Mayor Williams believed that since City roads are creating a dangerous situation for a home owner, that it should be addressed differently from other neighborhood requests. Colin Hilton indicated that this topic can return to Council. Candace Erickson also relayed that the road issue should be solved.

With regard to #815, Deer Valley Drive neighborhood/business enhancements, Mr. Hilton explained that this has been reviewed by committee and $50,000 is recommended for pedestrian improvements. There were a number of requests that were not supported and Ms. Cone encouraged the inclusion of a bus shelter. Mr. DeHaan explained that the money has been allocated but the project hasn't been detailed. Gary Hill referred to #820, storm drain and flood control devices, and explained that $20,000 has been appropriated in 2006 for a survey of the storm drain system and $75,000 in 2007 to upgrade storm drains. He referred to #819 and #817 which contemplates repair of specific storm drain failures, slated for 2007. The poor condition of the Three Kings Drive storm drain was discussed. Mr. Hill continued that #821, Public Works Complex improvements, proposes $100,000 for security fencing and surveillance for transit functions. This money is from the Flagstaff transfer fee, which divided between parks and transportation. Jim Hier stated that he would prefer to reserve the transfer fee for transportation improvements not security fencing. Mr. Hill expressed that criteria for funding sources can be discussed on June 26 and agreed that it may be a good idea to formulate criteria for projects to qualify for open space or transportation funding. Mr. Hill added that #828 and #829 are projects to enhance wireless communication and replace the dispatch system software, respectively.

With regard to #l830, Kearns Boulevard improvements, Eric DeHaan indicated that concerns have been expressed about traffic congestion associated with the schools and this allocation is intended to fund a long-term study of Kearns. Speed limit, capacity, growth potential, reconstruction, redevelopment of the Anderson site, signalization, pedestrian overpass, etc. would all be explored. Actual construction could total $8.6 million and the study is estimated at $100,000 provided for from the General Fund. There was discussion about how this ties into Quinns Junction. Gary Hill suggested changing the title of the project to planning the entry corridor and discussed the #807, bio-cell remediation. Jim Hier requested an actual expenditure schedule for capital projects.

Colin Hilton clarified that the Quinns Recreation Complex is budgeted at $4.8 million for ice and $1 million for fields, for a total of $5.8 million. The unfunded portion amounts to $860,000, which will be raised privately. To date, $4.3 million has been committed to the ice portion but fields costs have not been locked in, but are funded at $3.6 million. Phase 2 is budgeted at $2 million, of which $675,000 is funded. Additional infrastructure costs are currently funded and Mr. Hilton detailed water and sewer improvements, equipment, and technology needs. Aspects of the phasing plan for the field's portion will be reviewed on May 26, including unfunded items in Phase 1 and improvements recommended to defer. The fields design includes four natural fields, the main parking area, and lighting one field. The committee's main priority is commitment to funding the fields. There was discussion about the timing of installing bleachers and how the sports complex will better accommodate the Triple Crown event, which significantly exceeded the average of the previous four years by 31% in restaurant sales and 41% in lodging. Mr. Hier requested a list of deferred items for the 26th, with estimates and added that provision should be made for re-vegetation of the area disturbed by the water line.

Phase 1 of the downtown improvements is underway with the construction of the parking structure. Under-grounding utilities and the trash compactor building are components of the town plaza plan, and more community meetings with be held this summer on the concept. The renovation of the Marsac Building is budgeted, but the police facility project needs to be completed first, which is slated for 2006. Gary Hill interjected that $2 million is funded for the downtown plaza from the bond proceeds and project costs are estimated at $2.5 million. In response to a question from Marianne Cone, Mr. Hilton stated that there is not a 1% art component for the parking structure, but there are *softening* features like timbers and landscaping.

Gary Hill explained that impact fees are designed to offset new development and the last impact fee study was conducted in 1997 and there have been significant changes. The updated public safety fees were presented to Council in preparation for the bond issuance and to provide numbers at this point for roads and parks. With regard to the parks impact fees, there is no change in the single family residential rate, a 14% increase in the multi-family residential and a slight increase for hotels. He explained that census data revealed that household size for multi-family has increased, which is reflected in the impact fee. A $160 increase in impact fees for single family units represents less than 1%, a $585 increase for duplex and multi-family at 7.2%, a $275 increase for hotels at 6.8%; and a $100 difference for commercial and $75 difference for light industrial at 2.4% and 2.1% respectively. The average increase for impact fee per unit type is 3.9%. A public hearing on an ordinance adopting these revised fees is proposed on June 2 and would be effective on July 1. Candace Erickson pointed out that ironically parks and open space receive more impact fee revenue than police.

Kent Cashel reported that staff conducted a public input meeting on proposed increases to water rates on Tuesday and there have been extensive efforts to get the word out both through the media and water bills. About ten people showed up and the majority of the questions related to water quality and projects, not rates. There was discussion about costs being driven by peak capacity standards. Staff and CTAC have been working since August on developing a water rate schedule and are recommending a 20% across-the-board residential rate increase and a two-tiered commercial rate structure. Due to heavy snowfall, meter reads are behind and he asked that the implementation of conservation water rates be moved back from June to July. It seems punitive to charge customers the conservation rate for water consumed over the winter months. Council members agreed. He added that resources have been largely allocated to water quality and assured Council that radio metering is a high priority. Mr. Cashel emphasized that the current ordinance does not provide for reimbursement of costs for damages to water lines incurred by construction activities, and the proposed water rate ordinance will provide for a recovery process, which was supported by Council members. Jim Hier discussed the merits of the acreage-based approach which will be explored further.

Review of regular meeting. The Mayor expressed confusion over the need for a lawn care contract and Pace Erickson explained that staff mows large areas but almost all of the small areas are contracted for maintenance.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 12, 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, May 12, 2005. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Kay Calvert was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Alison Butz, Special Events Manager; Max Paap, Special Events Coordinator; Kirsten Whetstone, Planner; Patrick Putt, Planning Director; and Kent Cashel, Assistant Public Works Director.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council member Joe Kernan reported that he attended the Utah Non-Profit Association conference today. He asked for Council support to explore a 99 year lease with KPCW. The Mayor pointed out that a critical component of the 99 year lease with the Historical Society is the $2.5 renovation committed by the group. Candace Erickson also relayed that the City did not need the museum space and negotiating with the pending renovation of the Marsac Building is not timely because everyone will have to temporarily relocate, but she is willing to discuss it. Mr. Kernan felt it should be convenient for KPCW to cover City business by being in the same building.

Mayor Williams advised that he was contacted by a representative from the International Society of Livable Communities, who urged the City to consider participation in this world-wide organization. He distributed information to Council and asked them to report back to him.

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

The Mayor invited the audience to comment.

1, <u>Bat House Baccalaureate Project - Alex Butler</u> – Ms. Butler reported that she will be installing three bat houses on the SBWRD's property and asked for permission to install houses at the Pace Barn on the North 40, the milking stall across from the barn, and east of Prospector Park. She will assume responsibility for maintenance of the houses and advised that bats colonize within a couple of years. Possible sources of donations for supplies were discussed. Mayor Williams suggested that she met with him and staff on Monday. There was discussion about installing free-standing bat houses and/or affixing them to structures and improvements planned for the milking stall.

2. <u>Closure of Office of Work Force Services in Park City</u> – Jerry Brunetti stated that over 2/3rds of the jobs in Summit County come through the local office, not the Heber

office which remains open four days a week. Many people do not have the finances to drive to Heber City. He alleged that new management has cut services and it may be several years before an office is considered at Quinns Junction. He pointed out that people are not moving out but moving into Park City and local employers will have to pay employees more because of the closure of the office. The City will pay more for labor on its projects. Heber provides less than 30% of the jobs in Summit County, where there are more employers than Wasatch County. He questioned the data provided by Work Force Services as it is not retained for public review and he feels the numbers have been manipulated. This is a bad management decision that will hurt Park City who should receive services. The Mayor relayed that he is meeting with everyone this week and the City Manager added that staff has already contacted Work Force Services about space in Park City and will report back to Council.

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF APRIL 28, 2005

Marianne Cone, "I move we approve the Minutes of the April 28, 2005". 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. Continuation of hearing on Master Festival License for the Park City Cycling Festival to be held from June 17, 2005 – July 2, 2005 – Alison Butz explained the routing changes this year. It was hoped to avoid one-way altogether on Deer Valley Drive, but one-way is needed on the 23rd and 30th. Any traffic coming from Royal Street will be directed to Snow Park Lodge. The license includes a fee waiver of $3,700, previously supported by Council and Ms. Butz invited comments. Marianne Cone expressed safety concerns, especially when a cluster of riders are training on the road. Ms. Butz stated that she will reinforce the *rules of the road* with race participants and there will be electronic signs on SR248 alerting motorists to the activities. The Mayor opened the public hearing, and hearing no comments, closed the public hearing.

2. Wasatch Back Relay Master Festival License to be held June 18, 2005 – Max Paap stated that staff recommends approval for a second year event, a relay race beginning in Logan and finishing in Park City. This year, the finish line will be relocated at City Park, rather than the Town Lift. Marianne Cone asked about the scope of City services to be provided and Mr. Paap explained that volunteers will handle logistics of the race. There are 92 teams and about 1,000 participants registered, which may grow to 1,200, and start times are staggered. There was discussion about keeping patrons in

town after the 24 hour race and the applicant explained that there will be finish-line events. The Mayor opened the public hearing, and hearing no input closed the hearing.

3. Peace House Fundraiser Master Festival License to be held at City Park on June 28, 2005 – Max Paap expressed that this event will be much like the concerts in the park. It is a free event and patrons will be allowed to bring in food and beverages. The applicant explained that the auction will be held on eBay. Candace Erickson believed that attendance will far exceed 250 because of all of the attractions going on in town that day. Mr. Paap interjected that if the numbers look high, satellite parking could be arranged. With no further comments or questions, the public hearing was closed.

4. Ordinance approving a plat note amendment for the Parcel 2 amended Walter Daniels Subdivision Plat to remove Note #1, located at 617 Woodside Avenue, Park City, Utah – Kirsten Whetstone clarified that the plat note refers to a floor area limitation for Lot 2 to allow for the application of the current Land Management Code, Section 15-2.2-3, lot and size requirements, which is consistent with other lots of this size in the HR-1. In December 1997, the subdivision was amended to consolidate multiple platted lots and to accommodate the construction of a caretaker's residence and a garage association with the lodge. At the time of the 1997 plat amendment approval, the caretaker's unit was part of the bed and breakfast operation and the LMC required a floor area ratio based on lot size. While the lodge was exempt from floor area ratio, the new structure was limited by the LMC to 1,900 square feet. On April 27, 2005, the Planning Commission conducted a public hearing and there was no public comment. The Commission and staff forward a positive recommendation to remove the note. In addition, the existing deed restriction will be released. The Mayor opened the public hearing and hearing no comments, the public hearing was closed. In response to a question from Candace Erickson, Kirsten Whetstone explained that the lodge didn't exceed building volumes resulting in further conditioning Lot 2, but is was exempt from floor area requirements. Both structures conform to the Code.

VI CONSENT AGENDA

Marianne Cone, "I move to approve Consent Agenda Items 1 through 9". Jim Hier seconded. Motion carried.

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

1. Master Festival License for the Park City Cycling Festival to be held from June 17, 2005 – July 2, 2005 – See staff report and public hearing.

2. Wasatch Back Relay Master Festival License to be held June 18, 2005 – See staff report and public hearing.

3. Peace House Fundraiser Master Festival License to be held at City Park on June 28, 2005 – See staff report and public hearing.

4. Ordinance approving a plat note amendment for the Parcel 2 amended Walter Daniels Subdivision Plat to remove Note #1, located at 617 Woodside Avenue, Park City, Utah – See staff report and public hearing.

5. Bus shelter art contracts, in a form approved by the Legal Department, with Brown/Flores-Littig/Taylor in the amount of $16,000; Marisa Robbins in the amount of $8,000; Brian Guercio in the amount of $8,000 – See staff report.

6. Lease amendment for Jans LTD providing termination on May 30, 2005 – See staff report.

7. Payment of impact fees to Snyderville Basin Water Reclamation District in the amount of $50,599 for the Quinns Junction Complex and execution of off-road sewer line maintenance agreement – See staff report.

8. Award of two year service contract, in a form approved by the Legal Department, to Action Snowplow and Lawncare Inc. in an amount not to exceed $54,000 for mowing services – See staff report.

9. Resolution proclaiming May 21, 2005 as Arbor Day in Park City, Utah and acknowledging the extraordinary accomplishments of the Parks Department – Staff recommends approval.

VII NEW BUSINESS

Ratification of the Union Square Master Planned Development Agreement – Patrick Putt explained that the Union Square MPD is a 23 unit hotel project, approved by the Planning Commission on November 10, 2004, and called up and affirmed by the City Council on January 13, 2005. The LMC requires that MPDs be memorialized by a development agreement within six months of final action by the Planning Commission, who forwards a positive recommendation. The next step in the process is final design review and approval of the condominium plat for the project. Jim Hier referred to the affordable housing condition of approval and assumed that the Council would convene as the Housing Authority and Mr. Putt confirmed. The Mayor opened the public hearing and hearing no input, closed the hearing. Jim Hier, "I move we ratify the Union Square MPD Agreement". Candace Erickson seconded. Motion carried.

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

VIII PUBLIC HEARING

1. Resolution amending Section 2, Water Fees, of the Park City Fee Resolution increasing user rates – Kent Cashel stated that the proposal is to raise rates by 20% across-the-board and implement a two-tiered rate structure for the commercial accounts. The public hearing was opened and hearing no comments, the Mayor requested a motion to continue to June 2. Candace Erickson, "I so move". Marianne Cone seconded. Motion carried.

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

2. Tentative budget for fiscal year 2005-2006 for Park City Municipal Corporation and its related agencies - The Mayor invited the audience to comment on the budget. Hearing no comments, the Mayor requested a motion to continue to next week. Marianne Cone, "I move to continue the public hearing to May 19, 2005". Candace Erickson seconded. Motion carried.

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

IX ADJOURNMENT

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

PARK CITY 1884

Author:	**Brooks T. Robinson**
Subject:	**Village at Empire Pass (Pod A) West Side Final Plat of Subdivision**
Date:	**May 26, 2005**
Type of Item:	**Administrative**

PLANNING DEPARTMENT

Summary Recommendations:
The Planning Staff requests that the City Council open the public hearing on the Final Plat of Subdivision for the Village at Empire Pass West Side, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the Council's consideration.

Topic

Applicant	**East West Partners**
Location	**Village at Empire Pass (formerly known as Flagstaff Mountain Resort), west side of Pod A**
Zoning	**Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)**
Adjacent Land Uses	**Deer Valley Resort ski terrain, other developments within the Village at Empire Pass**

Background
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 (DA) 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.

Prior to construction, the applicant must receive site-specific MPD and final plat approval from the City. The Planning Commission takes action on MPD applications and forwards a recommendation to Council on subdivision plats.

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 (99-30) form the standards under which the subject MPD and preliminary/final plat will be reviewed.

On July 28, 2004 the Planning Commission approved a Master Planned Development for the Village at Empire Pass, also known as Pod A.

The Planning Commission discussed this plat at its regular meeting of May 25, 2005, and forwards a positive recommendation to the City Council.

Analysis

The Village West Side is located in the RD-MPD zoning district within the Empire Pass (Flagstaff) Master Planned Development. The plat creates six buildable lots and one Conservation Easement lot. Lodge Lots 5, 6, 7 and 8/9 are for multi-family, stacked flat buildings as designated in the Village Master Plan. The Lodge lots range in size from 36,431 square feet to 91,216 square feet. Two lots (LS 8 and 9), are for future townhouse and PUD-style condominium projects. These lots are 61,928 square feet and 118,767 square feet. The Conservation Easement lot is 15,007 square feet. In addition, the private Empire Club Drive is extended from the east side plat of the Village through to Marsac Avenue (SR 224).

A Conditional Use Permit (CUP) will be required prior to construction of each of the lodges. The Arrow Leaf project on Lodge Lot 8/9 has received a CUP for phase I (Bldg 8).

The adjoining Marsac Claim is still undecided as to ownership. Marsac Avenue, State Route 224, bisects the Marsac Claim and its disposition is a matter of dispute as well. However, UDOT Region Two Director Randy Park has submitted a letter (Exhibit B) expressing UDOT's opinion that maintaining public access on the existing alignment is in the best interest of the public and UDOT is currently following their own process to rectify the ownership of the property on which the road sits.

Staff finds the Village West Side plat in conformance with the Village Master Plan and the Flagstaff Mountain Resort Development Agreement.

Department Review

This project has gone through an interdepartmental review. A concern has been raised about the depth of the sewer line in Empire Club drive. In order to serve the proposed buildings on the downhill (west) side of Empire Club Drive, the sewer needs to be very deep. Sewer lines in emergency access roads (like Empire Club Dr) deeper than 12 feet jeopardize the public health, safety and welfare. This and other construction concerns are addressed in the Conditions of Approval.

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 specific input has been received by the time of this report, although an adjacent property owner, Mayflower Stichting, has previously appealed other aspects of this project.

Alternatives

- The City Council may approve the final plat of the Banner Wood subdivision with the conditions stated, or modify the conditions, or

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

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

Recommendation

The Planning Staff requests that the City Council open the public hearing on the Final Plat of Subdivision for the Village at Empire Pass West Side, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the Council's consideration as found in the Ordinance.

Exhibits

A- Final Plat
B- UDOT letter dated May 18, 2005

Ordinance No. 05-

AN ORDINANCE APPROVING THE VILLAGE AT EMPIRE PASS WEST SIDE SUBDIVISION PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Village at Empire Pass West Side subdivision plat have petitioned the City Council for approval of the Village at Empire Pass West Side subdivision plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on May 25, 2005, to receive input on the Village at Empire Pass West Side subdivision plat;

WHEREAS, the Planning Commission, on May 25, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 26, 2005 the City Council approved the Village at Empire Pass West Side subdivision plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Village at Empire Pass West Side subdivision plat.

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

SECTION 1. APPROVAL. The Village at Empire Pass West Side subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Village at Empire Pass West Side Plat is located in the Residential Development (RD) -MPD 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. The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-used development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2, and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.

4. The MPD and subdivision are subject to the 14 Technical Reports approved on December 12, 2002.
5. On July 28, 2004 the Planning Commission approved a Master Planned Development for the Village at Empire Pass, also known as Pod A. Included in this MPD approval are nine multi-family, stacked-flat, buildings. The plat creates lots for Lodges 5-9, inclusive. In addition, two lots are created for future townhouse and PUD-style condominium projects and one lot as a Conservation Easement.
6. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof). The Planning Commission granted height exceptions to the nine Lodges in the Village Master Plan.
7. The applicant's prior dedication of the realigned SR 224 is subject to a claim resulting from ownership of the Marsac Claim. The applicant and UDOT have committed to maintaining public access and taking necessary corrective action.
8. Legal and safe road access is necessary for the public health, safety and welfare.
9. The pedestrian trail system is internal to the Village. A sidewalk on Empire Club Drive was not considered necessary in the approved Trails section of the Village Master Plan.
10. The Planning Commission discussed this plat at its regular meeting of May 25, 2005, and forwards a positive recommendation to the City Council.

<u>Conclusions of Law</u>
1. There is good cause for this Final Subdivision Plat.
2. The Final Subdivision Plat is consistent with the Flagstaff Annexation and Development Agreement, the Village at Empire Pass Master Plan Development, Park City Land Management Code, the General Plan and applicable State law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed Subdivision Plat.
4. Approval of the Final Subdivision Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

<u>Conditions of Approval</u>
1. City Engineer approval of a utility and infrastructure plan is a condition precedent to the plat recordation. The utility plan shall show sewer lines no deeper than 12 feet. The master Empire Pass storm drain detention structure must be completed prior to occupancy of any structure within the Village at Empire Pass (Pod A) West Side Subdivision.
2. Both utility lines and ski trails shall be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
3. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Building Permit and for the west side infrastructure. No snow hauling off site will be permitted.
4. A financial security to guarantee the installation of public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer. All street improvements are privately maintained.

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

PASSED AND ADOPTED this 26th day of May, 2005.

SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, private rights-of-way, and easements to be hereafter known as THE VILLAGE AT EMPIRE PASS, WEST SIDE and that the same has been or will be correctly located on the ground as shown on this plat.

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

______________________ John Demkowicz ________ Date

BOUNDARY DESCRIPTION

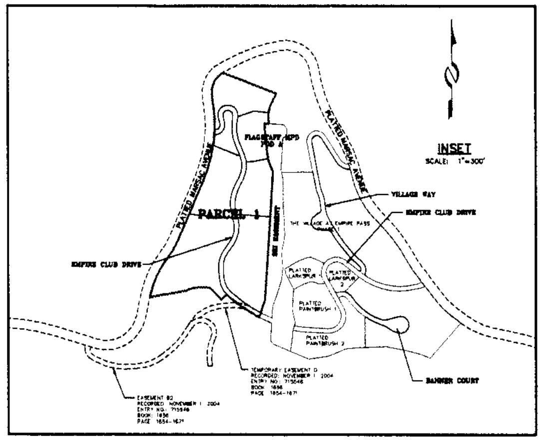
PARCEL 1

A parcel of land located in the south half of Section 21 and the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 88°09'24" East 8.13 feet along section line and North 282.11 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 27°15'27" West 56.07 feet to a point on a curve to the left having a radius of 150.00 feet, of which the radius point bears South 62°43'33" East; thence along the arc of said curve 75.83 feet through a central angle of 28°57'57" to a point of compound curve to the left having a radius of 300.00 feet, of which the radius point bears North 88°18'30" East; thence southerly along the arc of said curve 20.22 feet through a central angle of 03°51'42"; thence South 05°33'11" East 17.15 feet; thence North 86°18'45" West 25.33 feet; thence South 05°33'11" East 157.74 feet to a point on a curve to the left having a radius of 250.00 feet, of which the radius point bears North 84°26'49" East; thence along the arc of said curve 92.29 feet through a central angle of 21°09'04" to a point of reverse curve to the right having a radius of 79.77 feet, of which the radius point bears South 63°17'44" West; thence southeasterly along the arc of said curve 11.44 feet through a central angle of 08°13'06"; thence South 03°43'15" West 675.52 feet to a point on a non tangent curve to the left having a radius of 1025.00 feet, of which the radius point bears South 70°22'23" East; thence southerly along the arc of said curve 38.87 feet through a central angle of 02°10'21"; thence South 17°27'15" West 31.90 feet to a point on the northerly right-of-way of Empire Club Drive as shown and dedicated on The Village at Empire Pass, Phase 1, recorded November 24, 2004, as #718034, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence South 17°27'15" West 25.38 feet to a point on the southerly right-of-way of Empire Club Drive, said point also being on a non tangent curve to the right having a radius of 812.50 feet, of which the radius point bears North 27°15'53" East; thence northwesterly along the arc of said curve 199.71 feet through a central angle of 14°05'00" to a point of compound curve to the right having a radius of 137.50 feet, of which the radius point bears North 41°20'53" East; thence northwesterly along the arc of said curve 12.52 feet through a central angle of 05°13'06"; thence South 46°33'59" West 40.09 feet; thence North 41°37'40" West 65.38 feet to a point on a curve to the left having a radius of 50.00 feet, of which the radius point bears South 48°22'20" West; thence along the arc of said curve 44.97 feet through a central angle of 51°32'04"; thence South 86°50'16" West 44.82 feet to a point on a curve to the left having a radius of 137.50 feet, of which the radius point bears South 03°09'44" East; thence along the arc of said curve 60.72 feet through a central angle of 25°18'01"; thence South 79°50'48" West 195.15 feet to a point on a non tangent curve to the right having a radius of 509.74 feet, of which the radius point bears South 78°15'48" East, said point also being on the easterly boundary of Marsac Avenue Right-of-Way, according the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded #523451; thence along the easterly boundary of Marsac Avenue Right-of-Way the following seven (7) courses: 1) northeasterly along the arc of said curve 234.19 feet through a central angle of 26°19'27" to a point of reverse curve to the left having a radius of 375.00 feet, of which the radius point bears North 51°56'21" West; thence 2) northeasterly along the arc of said curve 93.78 feet through a central angle of 14°19'44"; thence 3) North 23°43'55" East 337.98 feet to a point on a curve to the left having a radius of 775.00 feet, of which the radius point bears North 66°16'05" West; thence 4) along the arc of said curve 304.94 feet through a central angle of 22°32'40" to a point of compound curve to the left having a radius of 625.58 feet, of which the radius point bears North 88°48'45" West; thence 5) northerly along the arc of said curve 129.66 feet through a central angle of 11°52'33" to a point of reverse curve to the right having a radius of 275.00 feet, of which the radius point bears North 79°18'42" East; thence 6) northerly along the arc of said curve 64.62 feet through a central angle of 13°27'50" to a point of compound curve to the right having a radius of 118.63 feet, of which the radius point bears South 87°13'28" East; thence 7) northeasterly along the arc of said curve 107.81 feet through a central angle of 52°04'13" to a point on the northerly sideline of the Little Mc mining claim, Lot 53A in the Uintah Mining District; thence along the northerly sideline of the Little Mc mining claim the following two (2) courses: 1) South 85°20'00" East 21.17 feet; thence 2) South 68°50'00" East 289.99 feet to the point of beginning.

Description contains 10.52 acres, more or less.

VICINITY MAP



NOTES:

1. All building setbacks from property lines are to be the residential development zone (RD) minimums unless approved otherwise by the Empire Pass Village Master Plan Development.
2. Conditional use permit approval will be required prior to construction on each of the development lots shown hereon.
3. A declaration of condominium and a record of survey of condominium will be required for the purpose of the sale of individual units within the development lots shown hereon.
4. All ski run, utility, and trail easements adjacent to or traversing across the lots, as shown hereon, are for public use. No improvements may be made to these public ways that would hinder passage, endanger the users, or interfere with existing utilities.
5. The Empire Pass Master Owners Association, Inc (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass ("Master Declaration") requires the membership of each lot owner. Members are subject to the terms of its articles of incorporation, its bylaws, and the rules and regulations that may be established from time to time by the master association, including assessments and transfer fees as provided therein.
6. The operation and maintenance responsibilities for the public ski, hiking, and biking trails that may be established across the lots shown hereon are set forth in the Master Declaration.
7. Public safety access and utility easements are hereby dedicated for all public and private roadways, emergency access roads, and private driveways.
8. The property is located within a water source protection zone. All sewer construction must comply with the state of Utah drinking water regulations.
9. A 20' snow storage easement is hereby dedicated along the frontage of all lots.
10. A line extension agreement (LEA) will be required to be filed with Snyderville Basin Water Reclamation District (SBWRD) with the development of each lot.
11. Empire Club Drive is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Empire Club Drive is not a public road or right-of-way. This Record of Survey Map shall not be deemed to grant any rights to the public to use Empire Club Drive or create any obligations on the part of Park City Municipal Corporation to maintain or repair Empire Club Drive. All such use and maintenance shall be governed by the terms and provisions of the Master Declaration and the Maintenance Agreement dated March 12, 2004 (and as amended from time to time) between Park City Municipal Corporation, United Park City Mines Company, Blue Ledge Corporation and the Master Association.
12. At the time of any resurfacing of Empire Club Drive, the Master Association is responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards. Maintenance adjustment of manholes within private roadways included as part of specific developments shall be the responsibility of the homeowners association for such development.
13. The Master Association shall be responsible for the maintenance and replacement of all sanitary sewer laterals situated within Empire Club Drive or the SBWRD easement shown hereon. The Master Association shall have the right to assess the cost of such maintenance and repair to parcel(s), unit(s), or condominium associations served by such laterals, in accordance with the Master Declaration.
14. The easement in favor of the Jordanelle Special Service District is for a water drain tunnel situated approximately 900 feet below the surface of the property. This easement does not grant any rights to access, disturb or modify the surface of the property.
15. All property corners to be set along Empire Club Drive will be set at the intersection of the 9.5' wide public and private utility easement and the lot line or as shown hereon.
16. Any landscaping shall utilize either no irrigation or water efficient irrigation, limited turf, and limited disturbance.
17. The maintenance of the water system is the private responsibility of The Village at Empire Pass Master Homeowners Association.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT EMPIRE MOUNTAIN VILLAGE, LLC, a Delaware limited liability company, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, WEST SIDE, including a 25 foot wide Public & Private Utility Easement & Private Road Right-of-Way to be known as EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Empire Club Drive as shown hereon.

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

EMPIRE MOUNTAIN VILLAGE, LLC,
A Delaware limited liability company
By: HF HOLDING CORP. III,
A Colorado corporation,
Its Manager

By: ______________________

Title: ______________________

ACKNOWLEDGMENT

State of ____________:
ss:
County of ___________:

This instrument was acknowledged before me this _____ day of ____________, 2005 by ________________, the ________________ of HF HOLDING CORP. III, a Colorado corporation, Manager of EMPIRE MOUNTAIN VILLAGE, LLC, a Delaware limited liability company.

____
Notary Public

Residing in: ____________________

My commission expires: ______________

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT UNITED PARK CITY MINES COMPANY, a Delaware corporation, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, WEST SIDE, including a 25 foot wide Public & Private Utility Easement & Private Road Right-of-Way to be known as EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Empire Club Drive as shown hereon.

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

UNITED PARK CITY MINES COMPANY
A Delaware corporation

By: ______________________

Title: ______________________

ACKNOWLEDGMENT

State of ____________:
ss:
County of ___________:

This instrument was acknowledged before me this _____ day of ____________, 2005 by ________________ the ________________ of UNITED PARK CITY MINES COMPANY, a Delaware corporation.

____
Notary Public

Residing in: ____________________

My commission expires: ______________

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT MOUNTAIN DEVELOPMENTS I, INC., a Delaware corporation, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, WEST SIDE, including a 25 foot wide Public & Private Utility Easement & Private Road Right-of-Way to be known as EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Empire Club Drive as shown hereon.

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

MOUNTAIN DEVELOPMENTS I, INC.
A Delaware corporation

By: ______________________

Title: ______________________

ACKNOWLEDGMENT

State of ____________:
ss:
County of ___________:

This instrument was acknowledged before me this _____ day of ____________, 2005 by ________________ the ________________ of MOUNTAIN DEVELOPMENTS I, INC., a Delaware corporation.

____
Notary Public

Residing in: ____________________

My commission expires: ______________

THE VILLAGE AT EMPIRE PASS

WEST SIDE

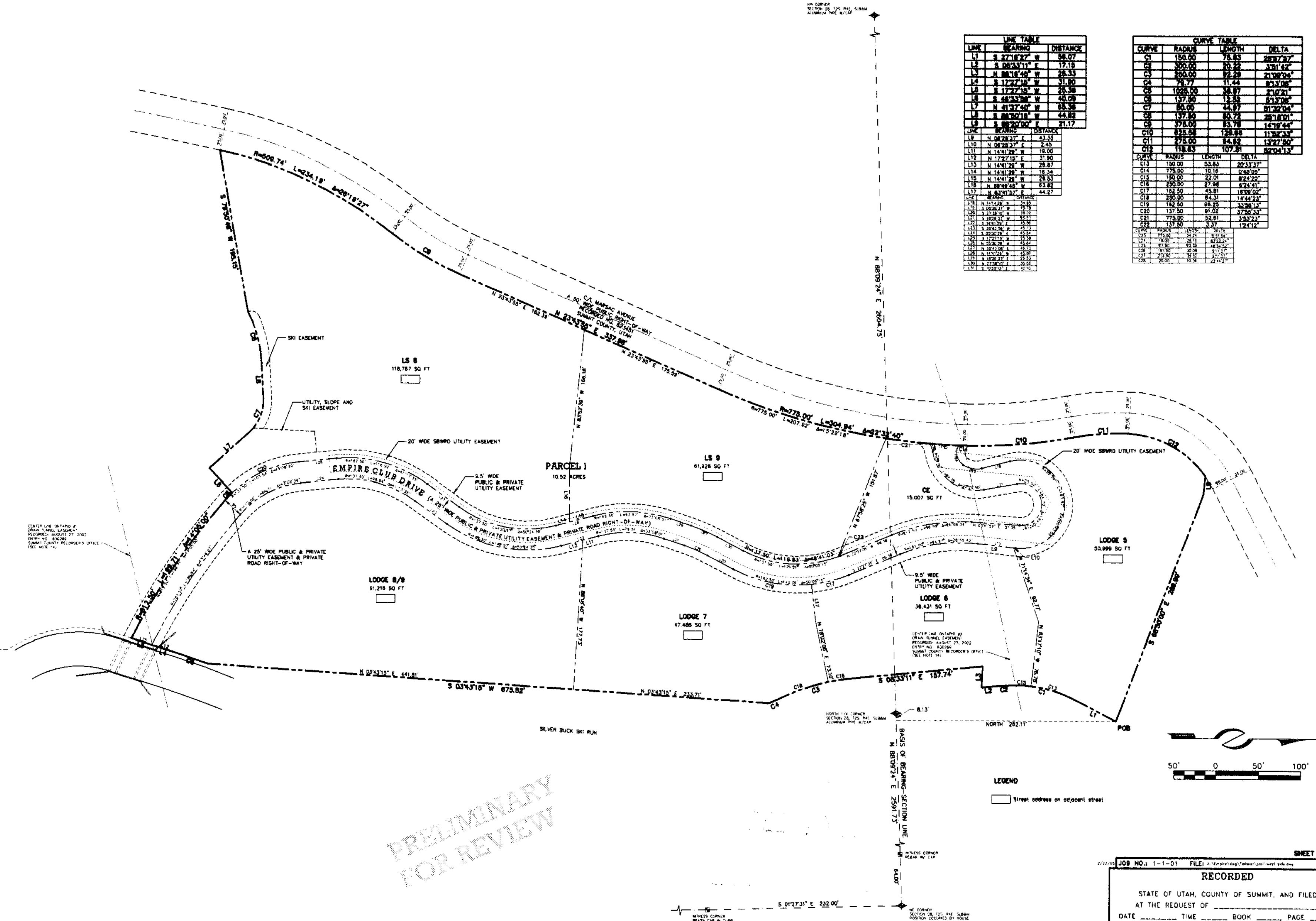
LOCATED IN SECTIONS 21 AND 28,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PRELIMINARY FOR REVIEW

SHEET 1 OF 2

JOB NO.: 1-1-01

Alliance Engineering (435) 649-9467 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



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 27°18'27" W	56.07
L2	S 06°33'11" E	17.18
L3	N 88°18'40" W	28.33
L4	S 17°27'15" W	31.90
L5	S 17°27'15" W	28.38
L6	S 48°33'56" W	40.09
L7	N 41°37'40" W	65.38
L8	S 88°20'16" W	44.83
L9	S 88°20'00" E	21.17
LINE	BEARING	DISTANCE
L9	N 08°28'37" E	43.33
L10	N 08°28'37" E	2.45
L11	N 14°41'29" W	18.00
L12	N 17°27'15" E	31.90
L13	N 14°41'29" W	28.87
L14	N 14°41'29" W	16.34
L15	N 14°41'29" W	29.53
L16	N 89°49'48" W	63.82
L17	N 83°41'57" E	44.27
LINE	BEARING	DISTANCE
L18	N 14°14'28" W	34.85
L19	S 08°28'37" W	45.78
L20	S 27°38'10" W	35.02
L21	S 18°26'33" W	25.53
L22	S 14°41'29" E	45.88
L23	S 35°43'06" W	46.73
L24	S 05°30'28" E	45.84
L25	S 17°27'15" W	75.38
L26	N 05°30'28" W	45.84
L27	N 35°43'06" E	46.73
L28	N 14°41'29" W	45.88
L29	N 18°26'33" E	25.53
L30	N 27°38'10" E	35.02
L31	S 10°22'12" E	40.10

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	150.00	75.83	28°57'57"
C2	300.00	20.22	3°51'42"
C3	250.00	92.29	21°09'04"
C4	78.77	11.44	8°13'06"
C5	1025.00	38.87	2°10'21"
C6	137.50	12.53	5°13'06"
C7	50.00	44.97	51°32'04"
C8	137.50	60.72	25°18'01"
C9	375.00	93.78	14°19'44"
C10	625.56	129.66	11°52'33"
C11	275.00	64.62	13°27'50"
C12	118.63	107.91	52°04'13"
CURVE	RADIUS	LENGTH	DELTA
C13	150.00	53.83	20°33'37"
C14	775.00	10.16	0°45'05"
C15	150.00	22.01	8°24'20"
C16	250.00	27.96	6°24'41"
C17	162.50	45.81	16°09'02"
C18	250.00	64.31	14°44'23"
C19	162.50	95.25	33°35'13"
C20	137.50	91.02	37°55'33"
C21	775.00	52.61	3°53'23"
C22	137.50	3.37	1°24'12"
CURVE	RADIUS	LENGTH	DELTA
C23	775.00	34.24	2°31'54"
C24	18.00	26.11	83°22'24"
C25	57.50	43.92	48°34'52"
C26	187.50	30.08	[illegible]
C27	212.50	34.10	[illegible]
C28	25.00	10.58	[illegible]

SHEET 2 OF 2

JOB NO.: 1-1-01

RECORDED

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

DATE ______ TIME ______ BOOK ______ PAGE ______

FEE ______ RECORDER ______

State of Utah

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

JOHN R. NJORD, P.E.
Executive Director

CARLOS M. BRACERAS, P.E.
Deputy Director

May 18, 2005

Mr. Eric DeHaan
Park City Engineer
445 Marsac Avenue
Park City UT 84060

Dear Mr. DeHaan:

This letter serves as a follow up to our previous phone conversations concerning the new alignment of SR-224 and the Mayflower property. UDOT believes that it is in the best interest of everyone to maintain public access on the existing alignment.

We are currently following the process we have in place to rectify the ownership of the property that the roadway occupies.

Sincerely,

Randy

Randall R. Park, P.E.
Region Two Director

RRP/jj

cc: Michael Lee, Governor's Counsel

Region Two Headquarters, 2010 South 2760 West, Salt Lake City, Utah 84104-4592 telephone 801-975-4900 • facsimile 801-975-4841 • www.udot.utah.gov

City Council
Staff Report

Author: Kirsten Whetstone
Subject: Deer Crest Hotel
Condominium Record of Survey plat
Date: May 26, 2005
Type of Item: Administrative

PLANNING DEPARTMENT

Summary Recommendations:
The Planning Department recommends the Council conduct a public hearing for the Deer Crest Hotel expandable condominium project (St. Regis Resort) record of survey and consider approving the record of survey plat based on the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Topic:

Applicant	**Deer Crest Associates I, LC**
Location	**2300 Deer Valley Drive East**
Zoning	**Residential Development (RD) and RC (Recreation Commercial) as part of the Deer Crest Settlement Agreement and Master Planned Development (MPD)**
Adjacent Land Uses	**Deer Valley Resort; ski trails, lifts, and runs; Snow Park Lodge; open space; and other potential development parcels of the Deer Crest Development**

Background:
The subject property at 2300 Deer Valley Drive is known as the Roosevelt Gap and Snow Park parcels of the 1995 Deer Crest Settlement Agreement. In 1999, Park City annexed the Roosevelt Gap portion this property as part of the Deer Crest Annexation. On February 28, 2001 a conditional use permit for a hotel development, known as the Rosewood CUP, was approved for this property. The conditional use permit was amended in July of 2001, March 24, 2004, and an application for further amendment was submitted with this application and was approved by the Planning Commission on May 11, 2005. The conditional use permit is now known as the Deer Crest Hotel CUP and more specifically is being developed as a St. Regis hotel.

The Deer Crest Hotel Subdivision plat, amending the Roosevelt Gap Subdivision plat and combining all of the property subject to the Deer Crest Hotel conditional use permit, was approved by the City Council on April 15, 2004, and has been recorded at both Summit and Wasatch Counties.

The property is subject to the 1995 Deer Crest Settlement Agreement, as amended. The Deer Crest Settlement Agreement sets forth the types and locations of land uses, maximum densities, building heights, phasing of development, circulation, open space, as well as many specific development conditions for each parcel. The Deer Crest Hotel conditional use permit sets forth further conditions regarding the specific development of the Deer Crest Hotel condominium project (aka St. Regis Resort at Deer Crest- hotel and residence club development).

The current application is for a condominium record of survey plat for the Deer Crest Hotel condominium project (St. Regis Resort at Deer Crest). The purpose of a condominium record of survey plat is to identify private, limited common, and common areas within the project. Recordation of a condominium record of survey enables the owner to sell individual condominium units.

Analysis:
The project is located at 2300 Deer Valley Drive within the Park City limits. The Roosevelt Gap portion is located within Wasatch County and zoned RC, Recreation Commercial. The Snow Park parcel is located within Summit County and zoned RD, Residential Development. The condominium plat is consistent with the Deer Crest Hotel conditional use permit, amended concurrent with this record of survey plat at the May 11, 2005 Planning Commission meeting. This application meets the requisite subdivision requirements of Title 15-7 of the Park City Municipal Code. All conditions of approval of the Deer Crest Hotel CUP, as amended, continue to apply.

Within the building at Roosevelt Gap, the plat consists of private area for the 67 condominium/hotel units ranging in size from 987 to 2,700 square feet, the 26 residence units ranging in size from 1,295 to 3,627 square feet, and the two larger (6,240 sf and 5,409 sf) penthouse units on the 11th floor. The remaining floor area is designated as either common area, limited common area (exclusive use of a particular unit), or private area for non-residential uses. The general public's access to portions of the site and building is restricted.

Within the building at Snow Park, the plat consists of one 1,964 sf residence unit, non-exclusive common area (for the funicular base as well as the common lobby area and hotel check-in area, as well as private back of house areas (exclusive hotel use areas). The single unit is being recorded because it is located within the funicular building, which is being constructed with phase 1. The remaining unit equivalents at Snow Park will be identified as expandable area for phase 2 of the St. Regis Resort development, consistent with the approved CUP.

The condominium plat indicates parking is located in parking structures both Snow Park and Roosevelt Gap, consistent with the conditional use permit. A total of 244 parking spaces were approved with the conditional use permit. A total of 146 parking spaces were approved for the Roosevelt Gap building (105 overnight spaces and 41 day use only spaces) and a total of 98 parking spaces were approved at the Snow Park building. All required parking for the first phase is shown on the plat. Thirty parking spaces for future units at Snow Park will be platted when the expandable area at Snow Park is converted. Parking is identified as common area on the condominium record of survey plat. Prior to recordation, the plat and condominium declaration and CCR's will be reviewed by the City as to form.

Department Review
This project has been reviewed at the interdepartmental review meeting. Issues regarding the form of the plat were brought up at that time pertaining to the condominium plat. Staff and the project engineer have met several times to address these issues.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also placed in the Park Record. Staff received a phone call from a property owner in the Powder Run condominiums with questions regarding the location of buildings and the entrance to the hotel. Staff provided project information to this person and answered questions regarding ski access, pedestrian circulation, and the location of the buildings and the entrance.

Alternatives
- The City Council may approve the Deer Crest Hotel condominium record of survey plat based on the findings of fact, conclusions of law, and conditions of approval stated in the ordinance; or
- The City Council may deny the record of survey plat and direct staff to make findings for this decision; or
- The City Council may continue the discussion on this record of survey plat and provide direction to staff and the applicant regarding additional information that needs to be provided.

Significant Impacts
The most significant fiscal impact resulting from this application is the ability of the owner to sell individual condominium units. There are no environmental impacts as a direct result of this condominium plat, as the hotel building and funicular can be physically constructed without this condominium plat, per the conditional use permit.

Recommendation
The Planning Department recommends the City Council conduct a public hearing for the Deer Crest Hotel expandable condominium record of survey plat, consider any input, and consider approving the record of survey plat based on the findings of fact, conclusions of law and conditions of approval as outlined in the attached ordinance.

Exhibits
Ordinance and Exhibit A – Record of Survey plat

AN ORDINANCE APPROVING A RECORD OF SURVEY PLAT FOR THE DEER CREST HOTEL EXPANDABLE CONDOMINIUM PROJECT LOCATED AT 2300 DEER VALLEY DRIVE, PARK CITY, UTAH.

WHEREAS, the owners, Deer Crest Associates I, L.C., of the property located at 2300 Deer Valley Drive, located in the Southeast Quarter of Section 14 and 15, the Northeast Quarter of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit and Wasatch Counties, Utah, petitioned the City Council for approval of a record of survey plat for the Deer Crest Hotel expandable condominium project; 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 May 11, 2005, to receive input on the proposed record of survey plat;

WHEREAS, the Planning Commission, on May 11, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 26, 2005, the City Council held a public hearing and approved the proposed record of survey plat; and

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

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

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

Findings of Fact
1. The property is located in the RC and RD-MPD zoning districts.
2. The property is subject to the 1995 Deer Crest Settlement Agreement and the Deer Crest Hotel conditional use permit as amended on May 11, 2005.
3. The Settlement Agreement and Deer Crest Hotel CUP set forth a maximum density of 130 unit equivalents (ue) for the Deer Crest Hotel, including both the Roosevelt Gap and Snow Park sites. The condominium plat identifies 67 units. The condominium hotel units range in size from 987 to 2,700 square feet, the 26 residence units range in size from 1,295 to 3,627 square feet, and the two larger penthouse units on the 11th floor are 6,240 sf and 5,409 sf in floor area. The plat shows 99.5 ue at Roosevelt Gap and 1 unit (1 ue) at Snow Park, with the remaining

units (29.5 ue) at Snow Park subject to future condominium conversion (expandable area). The remaining floor area is designated as either common area, limited common area (exclusive use of a particular unit), or private area for non-residential uses. The general public's access to portions of the site and building is restricted.

Conclusions of Law

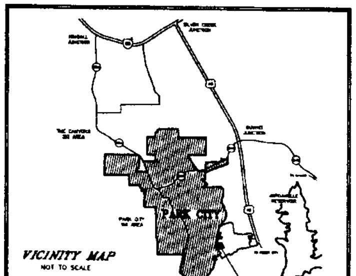
1. There is good cause for this Record of Survey.
2. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Record of Survey.
4. Approval of the Record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

Conditions of Approval

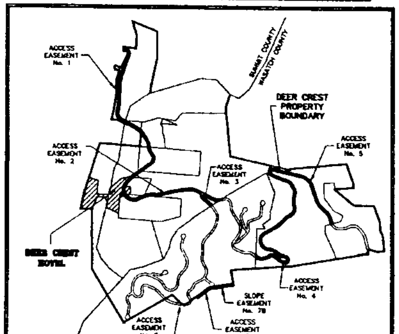
1. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, as a condition subsequent to plat recordation.
2. The City Attorney will review and approve the final form of the Condominium Declaration and CCR's, as a condition subsequent to plat recordation.
3. As a condition precedent to recordation of this Record of Survey plat, the Applicant shall record the Deer Crest Hotel subdivision plat and provide the City with written documentation that the subdivision plat has been recorded at both Wasatch and Summit Counties.
4. 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.
5. All conditions of approval of the Deer Crest Hotel Conditional Use Permit (formerly known as the Rosewood CUP, as amended on May 11, 2005) continue to apply.
6. All conditions of approval of the amended Roosevelt Gap Subdivision plat continue to apply.
7. The Owner shall certify on the plat that the condominium project will be built substantially as shown.

<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.

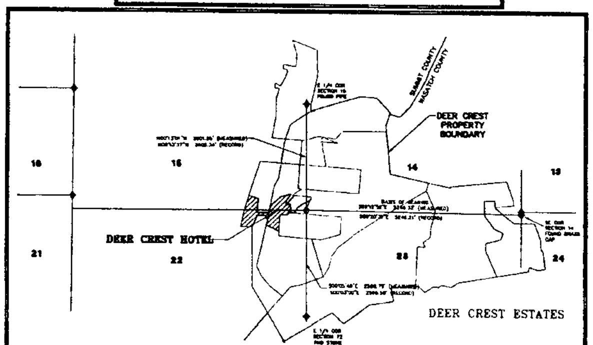
PASSED AND ADOPTED this 26th day of May, 2005.



VICINITY MAP
NOT TO SCALE



ACCESS EASEMENT LOCATION MAP



SECTION LOCATION MAP

GENERAL NOTES

1. This Condominium project lies within lot's 4 of the DeerCrest Hotel Subdivisions Plat and is subject to the notes, terms and conditions listed on that subdivision plat.
2. The condominium does not have frontage on a city street.
3. Lot 4 (Development Parcel) :
   Within Wasatch County = 281,525 Sq.Ft. (6.46 Acres)
   Within Summit County = 244,241 Sq.Ft. (5.61 Acres)
   Summit County development area: 147,074 Sq.Ft. (3.38 Acres)
   Summit County Recreational Open Space: 97,167 Sq.Ft. (2.23 Acres)
   Total Area = 525,766 Sq.Ft. (12.07 Acres)
4. The street address of Lot 4 is:
   2300 Deer Valley Drive East
5. This Record of Survey Map is being recorded concurrently with an instrument styled "Declaration of Condominium Deercrest Hotel, an Expandable Condominium Project" (hereinafter referred to as the "Deercrest Hotel Declaration"). Terms used on this Record of Survey Map which are defined in the Deercrest Hotel Declaration shall, to the extent permitted by their context, have the meanings ascribed to them in the Deercrest Hotel Declaration. The rights and obligations of all persons having or acquiring any interest in the development shown hereon are governed by the Deercrest Hotel Declaration and such persons are referred to the Deercrest Hotel Declaration for a description thereof. Without limiting the generality of the foregoing, Articles III, XI and XV of the Deercrest Hotel Declaration describe the status of title and certain reservations and rights in favor of the Declarant (the Owner shown on this Record of Survey Map) and this Record of Survey Map is made subject to such status, such reservations and rights, and all other terms and provisions of the Deercrest Hotel Declaration. As more fully described in the Deercrest Hotel Declaration, the General Common Elements are to be maintained by the Association of Owners.
6. Wall thickness dimensions, as shown, are approximate. This Record of Survey Map was prepared prior to the completion of construction activities and thus many dimensions, as shown, are from the architect's plans. It is likely that some changes occurred during construction. Purchasers of these condominiums are encouraged to confirm the final dimensions prior to purchase.
7. The Condominium project shown on this Record of Survey Map may include certain Additional Land or expandable areas as described in the Deercrest Hotel Declaration. The rights of the Declarant to add such Additional Land and to designate such land and any structures to be located thereon as Units or as Exclusive or Nonexclusive Limited Common Elements are set forth more fully in the Deercrest Hotel Declaration. Nothing set forth herein or in the Deercrest Hotel Declaration shall obligate the Declarant to add all or any portion of the Additional Land to the Deercrest Hotel Condominium Project.
8. The Condominium Association is responsible for raising sewer manholes to grade per Snyderville Basin Water Reclamation District requirements at the time of pavement resurfacing.
9. The ownership, maintenance and eventual replacement of the common sewer laterals within the Deercrest Hotel Condominium Project are the sole responsibility of the Condominium Association.

LEGAL DESCRIPTION

Lot 4 of Deer Crest Hotel Subdivision.

SURVEYOR'S CERTIFICATE:

I, ________, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. ________ as prescribed under the laws of the State of Utah. I further certify that a survey has been made of the land shown on this plat and described hereon, and that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law.

____

OWNER'S CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That Deer Crest Associates I, L.C., a Utah limited liability company, the owner of the hereon described tract of land hereby causes the same to be divided into lots and private streets together with all ingress/egress and utility easements, as depicted or described on the two (2) sheets of this plat, hereafter to be known as the Deer Crest Hotel, subject to the declaration of covenants, conditions, restrictions and reservation of easements for the Deer Crest Hotel, which will be recorded in the offices of the County Recorders of Wasatch County, and Summit County Utah, concurrently with the recording of this plat. The undersigned further consents to the recordation of this plat in accordance with Utah law. I certify that buildings shown on this plat, but not under construction at the time the plat is recorded, will, when completed, be substantially as shown on the plat.

Executed this ______ day of ________, 2005

Deer Crest Associates I, L.C.
By: Grand Harvest Ventures, L.L.C.
Its Managing Member.

____
By: Angela C. Sabella,
It's Manager

ACKNOWLEDGEMENT

On this ______ day of ________, 2005 personally appeared before me Angela C. Sabella, who, being duly sworn did say that she is the Manager of Grand Harvest Ventures, L.L.C., a Utah limited liability company, the Managing Member of Deer Crest Associates I, L.C., and the signer of the foregoing Owner's Consent to Record, and said Angela C. Sabella, duly acknowledged to me that she executed the same.

________________________ my commission expires:
Notary Public

LIEN HOLDER'S CONSENT TO RECORD

The undersigned Lien holder hereby consents to the recordation of this plat.

Executed this ______ day of ________, 2005

Dynamic Finance Corporation,
a California Corporation

____
Angela C. Sabella, President

ACKNOWLEDGEMENT

On this ______ day of ________, 2005 personally appeared before me Angela C. Sabella, who, being duly sworn did say that she is the President of Dynamic Finance Corporation, a California Corporation and the signer of the foregoing Lien Holder's Consent to Record, and said Angela C. Sabella, duly acknowledged to me that she executed the same.

________________________ my commission expires:
Notary Public

LIEN HOLDER'S CONSENT TO RECORD

The undersigned Lien holder hereby consents to the recordation of this plat

Executed this ______ day of ________, 2005

Utah Auspicious Venture, LLC
a Delaware Limited Liability Company

Angela C. Sabella, Manager

ACKNOWLEDGEMENT

On this ______ day of ________, 2005 personally appeared before me Angela C. Sabella, who, being duly sworn did say that she is the Manager of Utah Auspicious Venture, a Delaware Limited Liability Company and the signer of the foregoing Lien Holder's Consent to Record, and said Angela C. Sabella, duly acknowledged to me that she executed the same.

________________________ my commission expires:
Notary Public

only lot 4

DEER CREST HOTEL EXPANDABLE CONDOMINIUM PROJECT RECORD OF SURVEY MAP

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND 15, THE NORTHEAST QUARTER OF SECTION 22 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT AND WASATCH COUNTIES, UTAH

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ___ DAY OF ______, 20___.

BY: ________________

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ____ DAY OF _______ 2005.

CHAIRMAN

JORDANELLE SPECIAL SERVICE DISTRICT

APPROVED AND ACCEPTED THIS ____ DAY OF _______ 2005.

By: JORDANELLE SPECIAL SERVICE DISTRICT AUTHORIZED REPRESENTATIVE

CITY ENGINEER

REVIEWED FOR CONFORMANCE WITH AVAILABLE INFORMATION IN THE PARK CITY ENGINEERING DEPARTMENT ON THIS ____ DAY OF _______ 2005.

CITY ENGINEER

CITY COUNCIL

PRESENTED TO THE PARK CITY COUNCIL THIS ____ DAY OF _______ 2005, AT WHICH TIME THIS PLAT WAS APPROVED.

MAYOR

CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS DAY OF _______ 2005.

CITY ATTORNEY

RECORDED #

STATE OF UTAH, COUNTY OF _______ RECORDED AND FILED AT THE REQUEST OF _______

DATE _____ TIME _____ BOOK _____

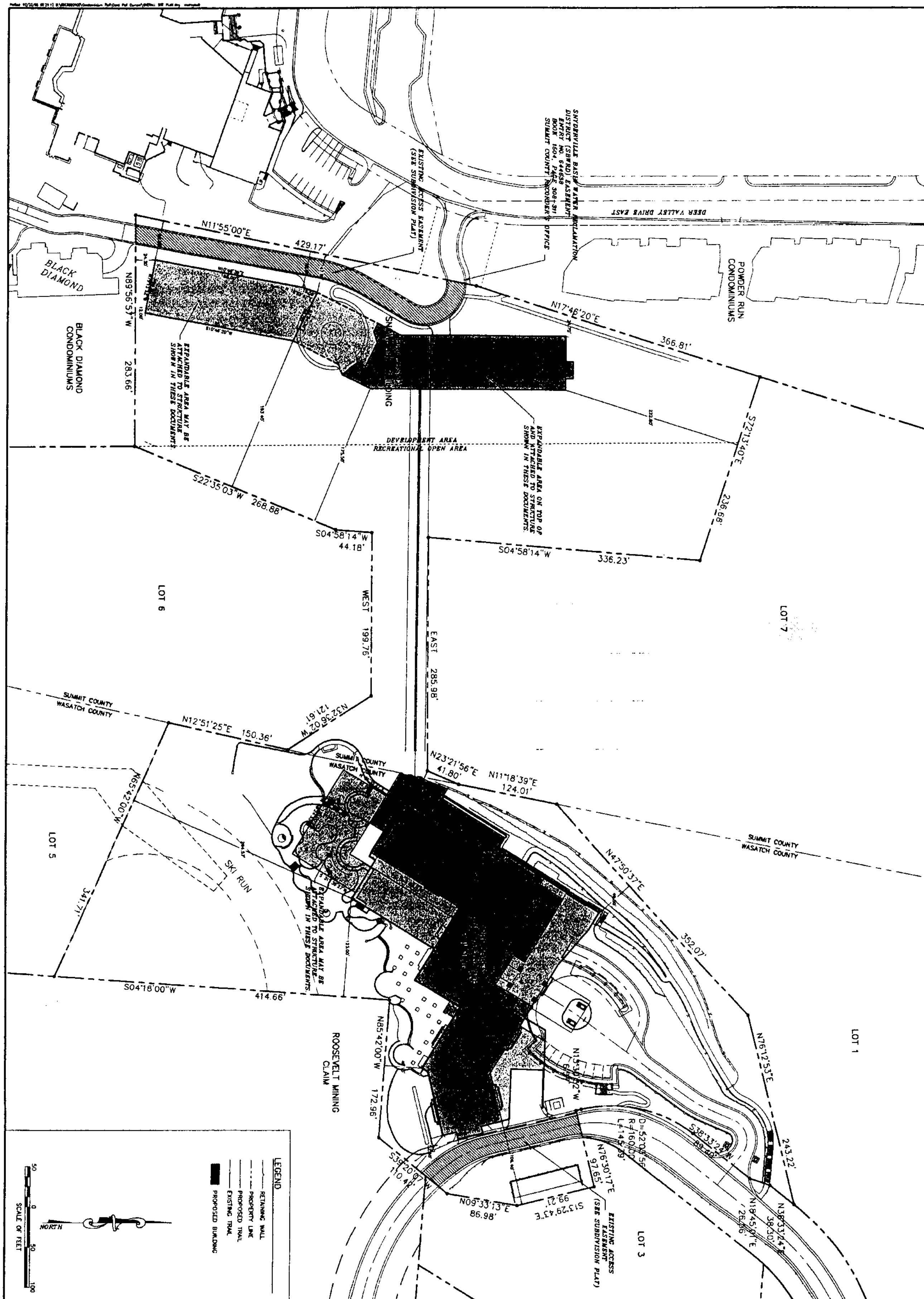
PAGE _____ FEE $ _____

COUNTY RECORDER

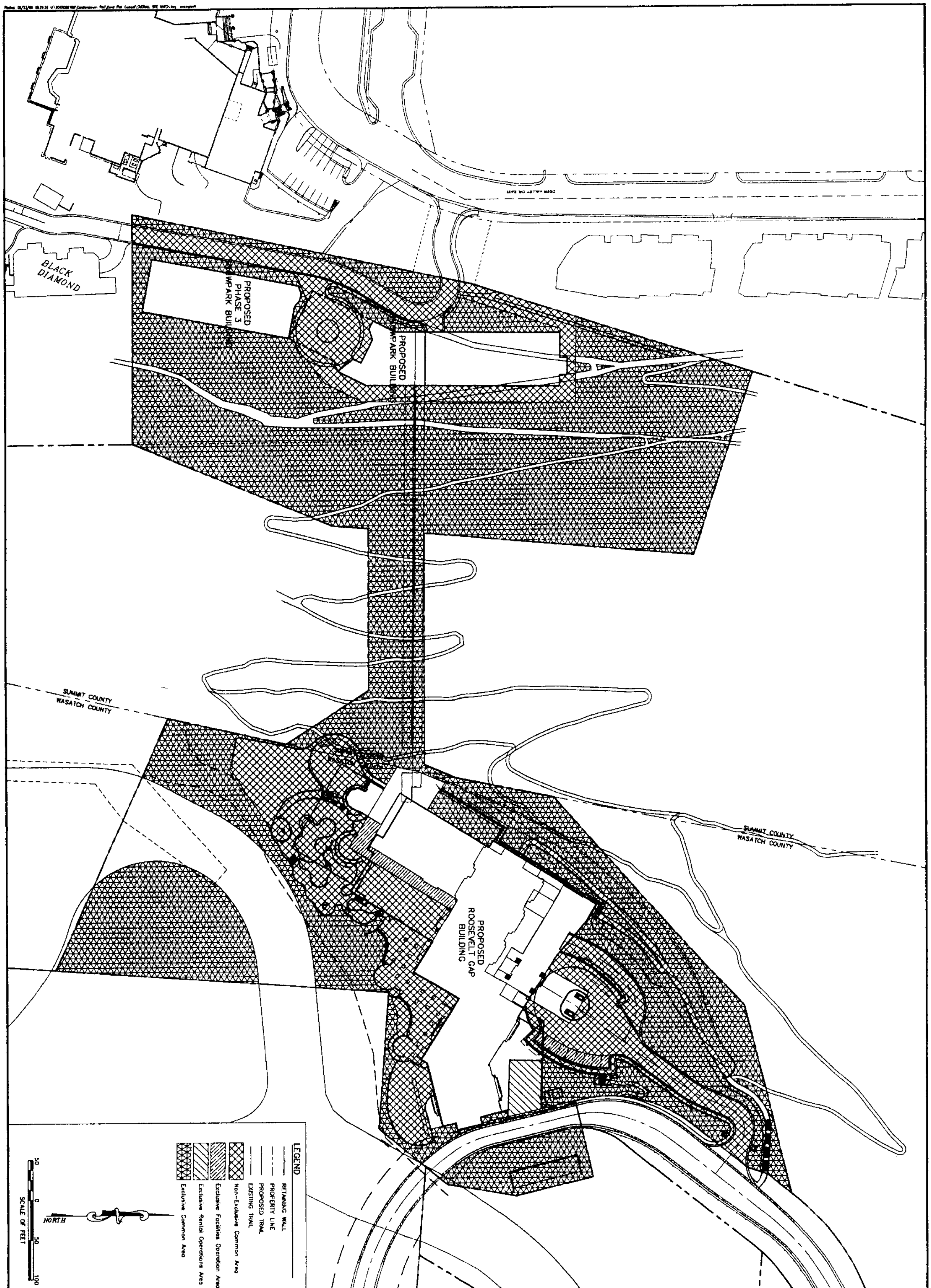
DESIGNED	CEA
DRAWN	CEA
CHECKED	BDA
SHEET	1 OF 16

DEER CREST HOTEL
CONDOMINIUM PROJECT
RECORD OF SURVEY MAP

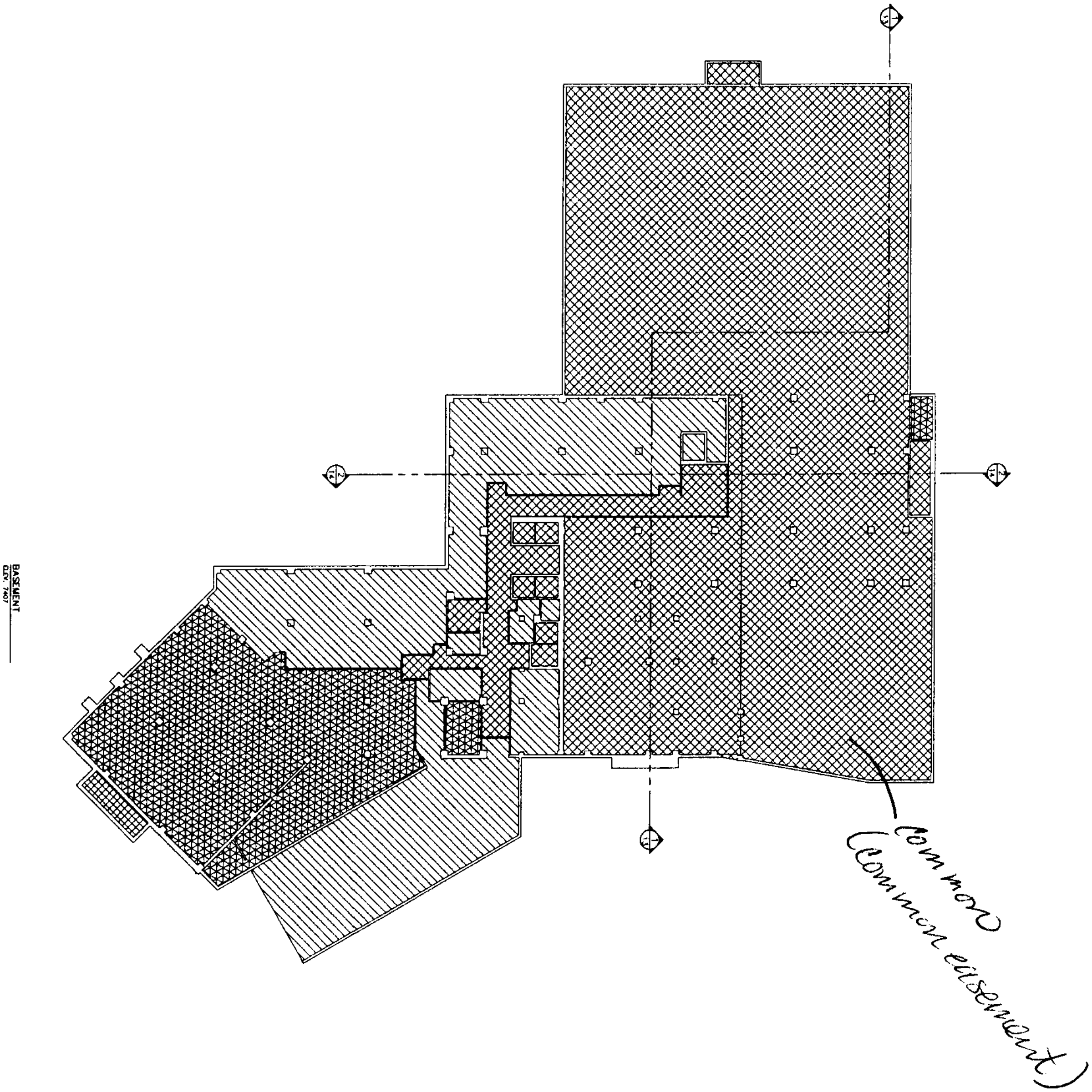
DATE	APRIL 2005
SCALE	NTS
PROJECT NO.	8DER020100



SHEET 2 of 16	DESIGNED MS DRAWN WC CHECKED SSC	DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP	DATE APRIL 2005 PLOT DATE SCALE PROJECT NUMBER 8DER020100



SHEET 3 of 16	DESIGNED MS DRAFTED WC CHECKED SSC		DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP OUTSIDE LAND USES	DATE APRIL 2005 PLOT DATE SCALE PROJECT NUMBER 8DER020100



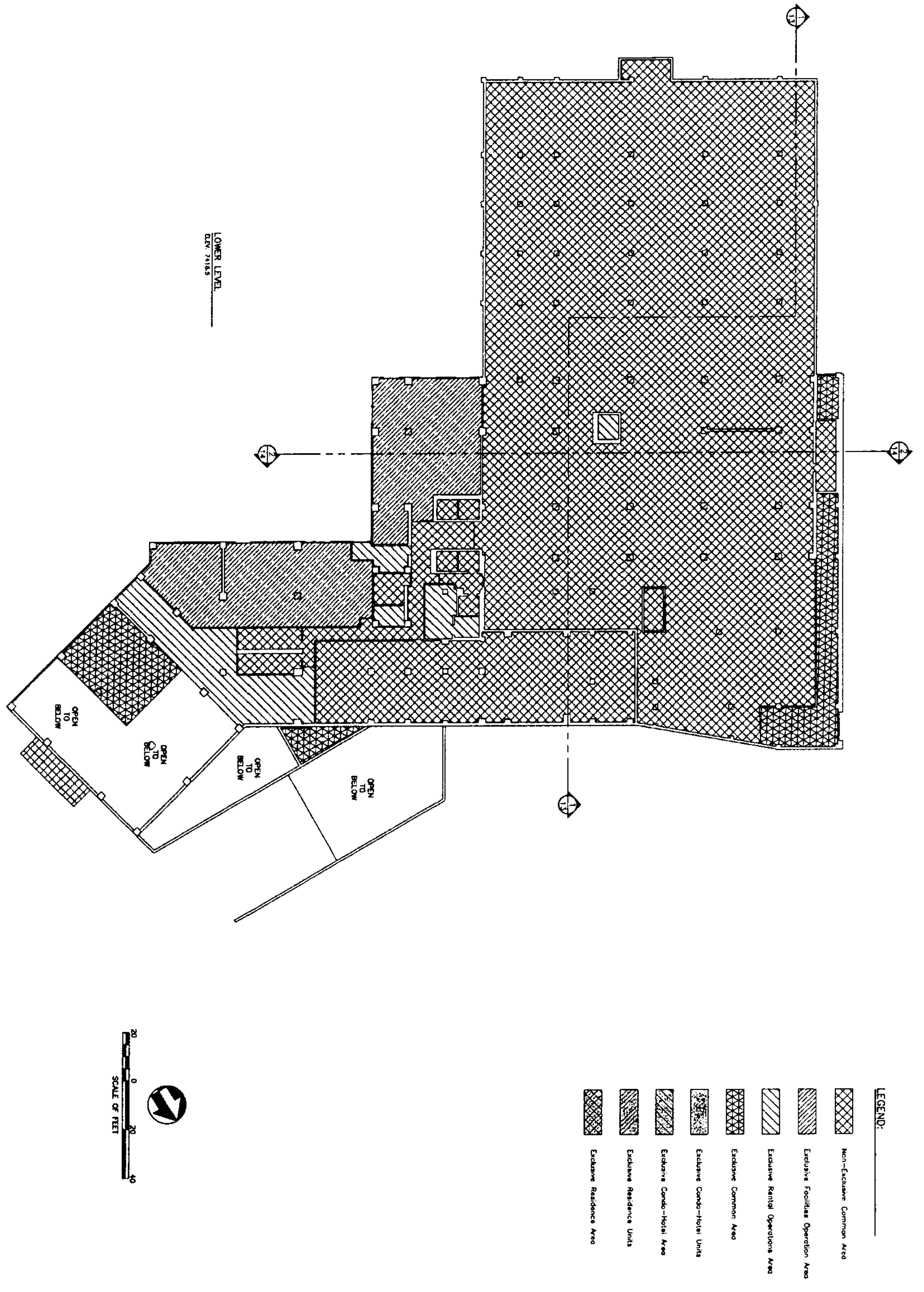
RECORDED # ______

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

DATE ______ TIME ______ BOOK ______
PAGE ______ FEE $ ______

______
COUNTY RECORDER

SHEET				
4 / 16	DESIGNED: SSC DRAFTED: BP CHECKED: SSC		DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP ROOSEVELT GAP BASEMENT	DATE: APRIL 2005 PLOT DATE: SCALE: PROJECT NUMBER: BDER020100



RECORDED # ____________

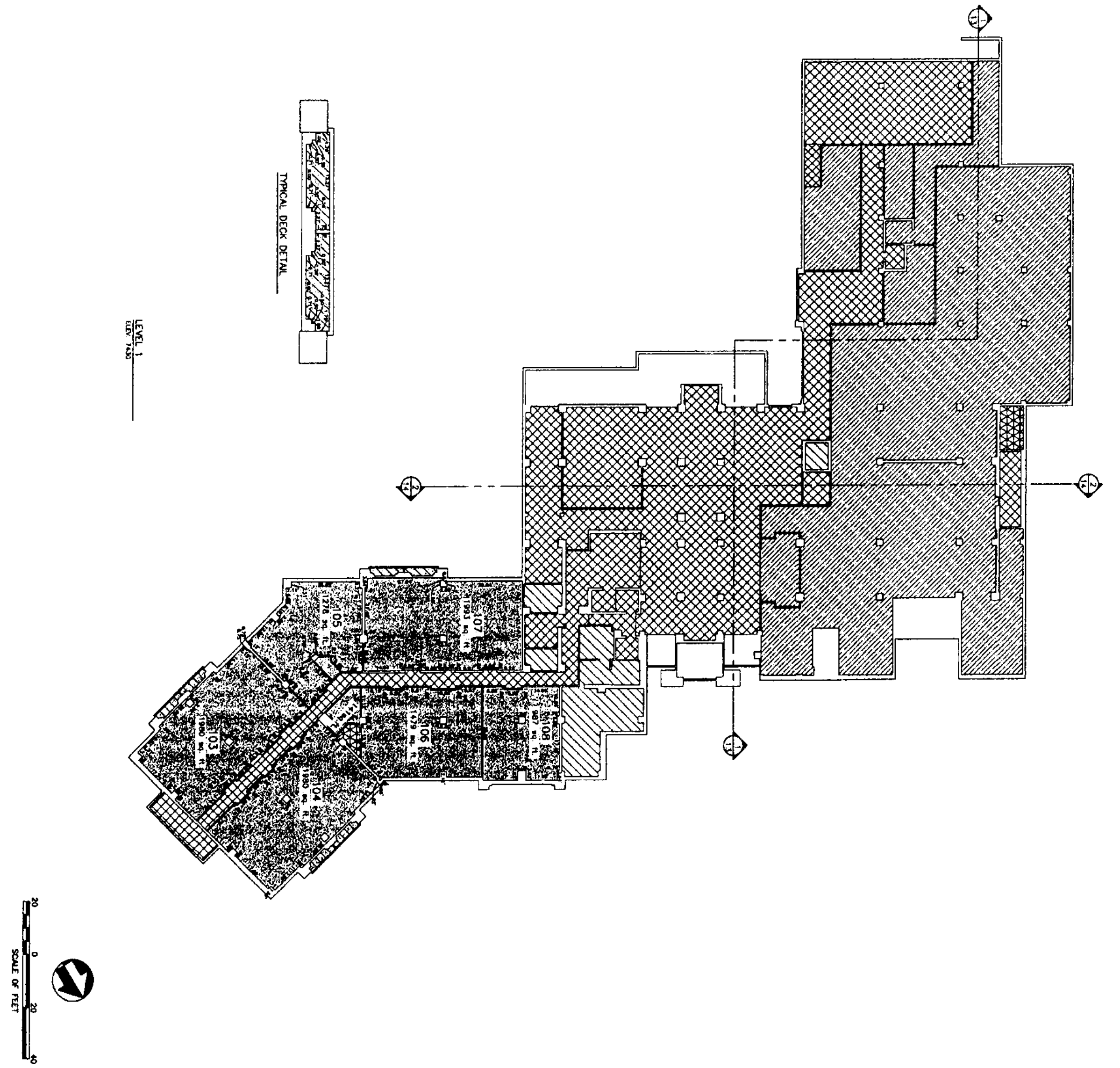
STATE OF UTAH, COUNTY OF ________ , RECORDED AND FILED AT THE REQUEST OF ____________

DATE ______ TIME ______ BOOK ______

PAGE ______ FEE $ ______ ____________

COUNTY RECORDER

SHEET 5 OF 16	DESIGNED SSC DRAFTED BP CHECKED SSC	DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP ROOSEVELT GAP LOWER LEVEL	DATE: APRIL 2005 PLOT DATE: SCALE: PROJECT NUMBER: 8DER020100

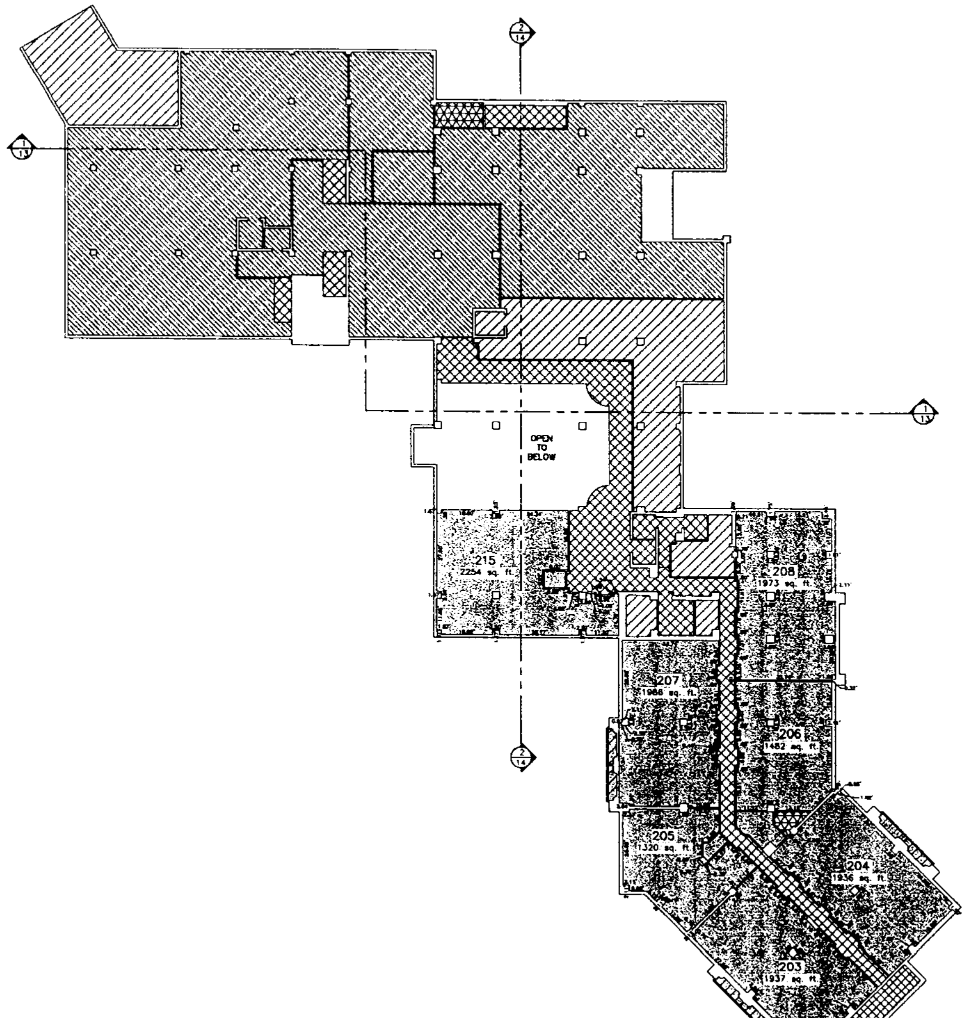


LEGEND:

- Non-Exclusive Common Area
- Exclusive Facilities Operation Area
- Exclusive Rental Operations Area
- Exclusive Common Area
- Exclusive Condo-Hotel Units
- Exclusive Condo-Hotel Area
- Exclusive Residence Units
- Exclusive Residence Area

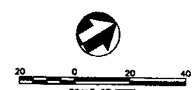
RECORDED # ______
STATE OF UTAH, COUNTY OF ______, RECORDED AND FILED
AT THE REQUEST OF ______
DATE ______ TIME ______ BOOK ______
PAGE ______ FEE $ ______
______
COUNTY RECORDER

SHEET 6 OF 16	DESIGNED SSC DRAFTED BP CHECKED SSC	DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP ROOSEVELT GAP LEVEL 1	DATE APRIL 2005 PLOT DATE SCALE PROJECT NUMBER 8DER020100



TYPICAL DECK DETAIL

LEVEL 2
ELEV. 7440



LEGEND:

- Non-Exclusive Common Area
- Exclusive Facilities Operation Area
- Exclusive Rental Operations Area
- Exclusive Common Area
- Exclusive Condo-Hotel Units
- Exclusive Condo-Hotel Area
- Exclusive Residence Units
- Exclusive Residence Area

RECORDED #

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

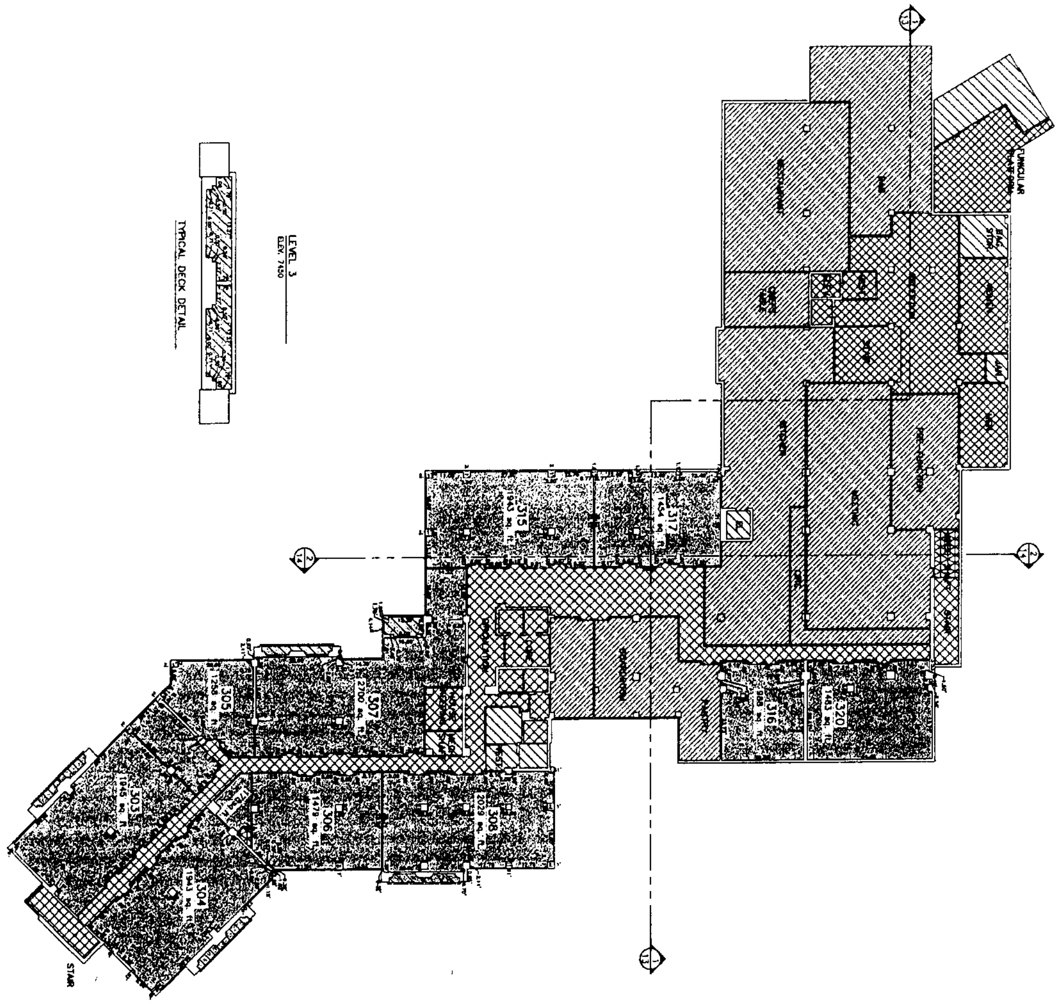
DATE ______ TIME ______ BOOK ______

PAGE ______ FEE $ ______

COUNTY RECORDER

DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP ROOSEVELT GAP LEVEL 2

DESIGNED	SSC
DRAWN	BP
CHECKED	SSC
DATE	APRIL 2005
PROJECT NUMBER	8DER020100
SHEET	7 of 16



LEGEND:

- Non-Exclusive Common Area
- Exclusive Facilities Operation Area
- Exclusive Rental Operations Area
- Exclusive Common Area
- Exclusive Condo-Hotel Units
- Exclusive Condo-Hotel Area
- Exclusive Residence Units
- Exclusive Residence Area

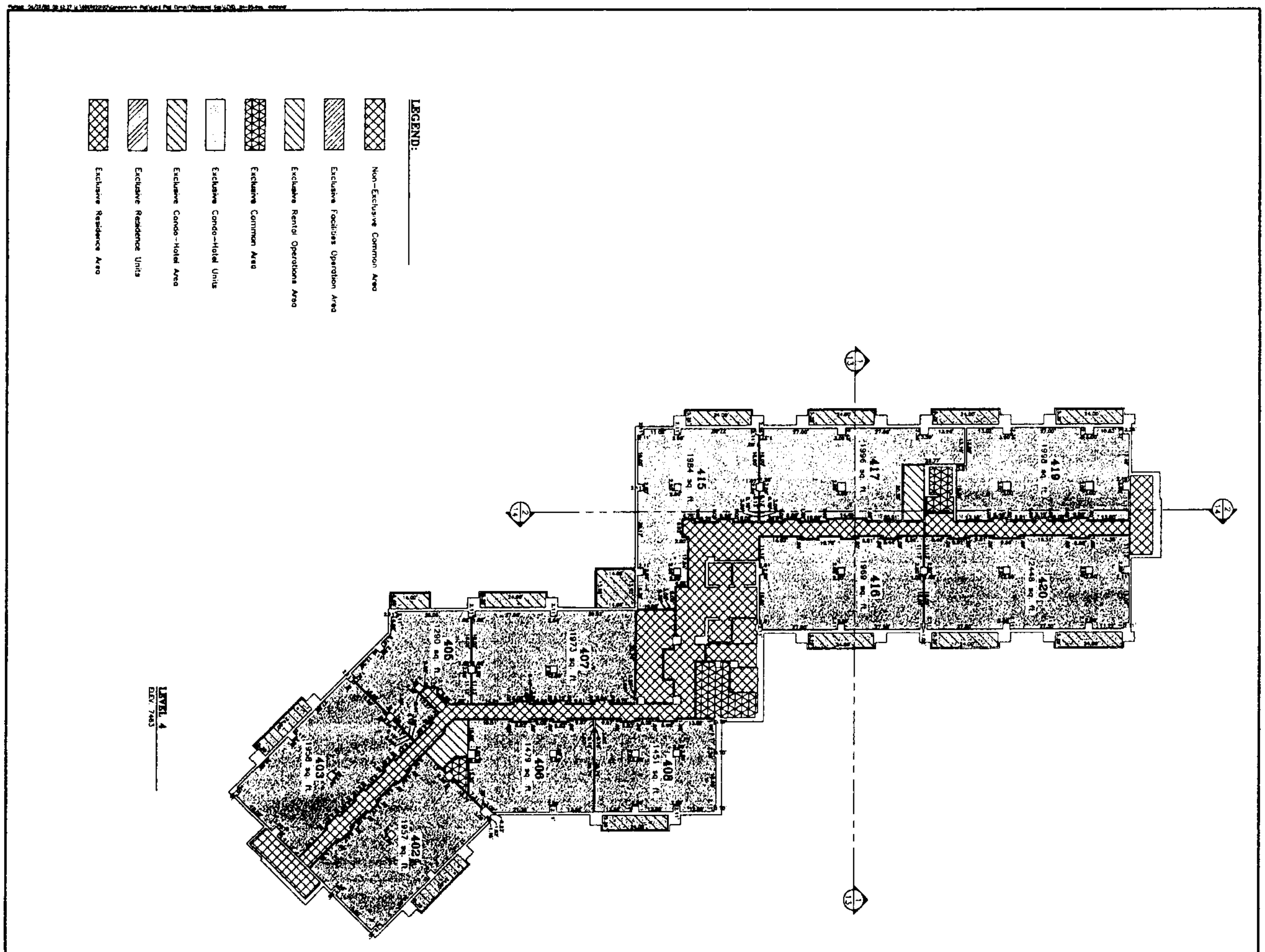
Common Easement for right/use exits/access

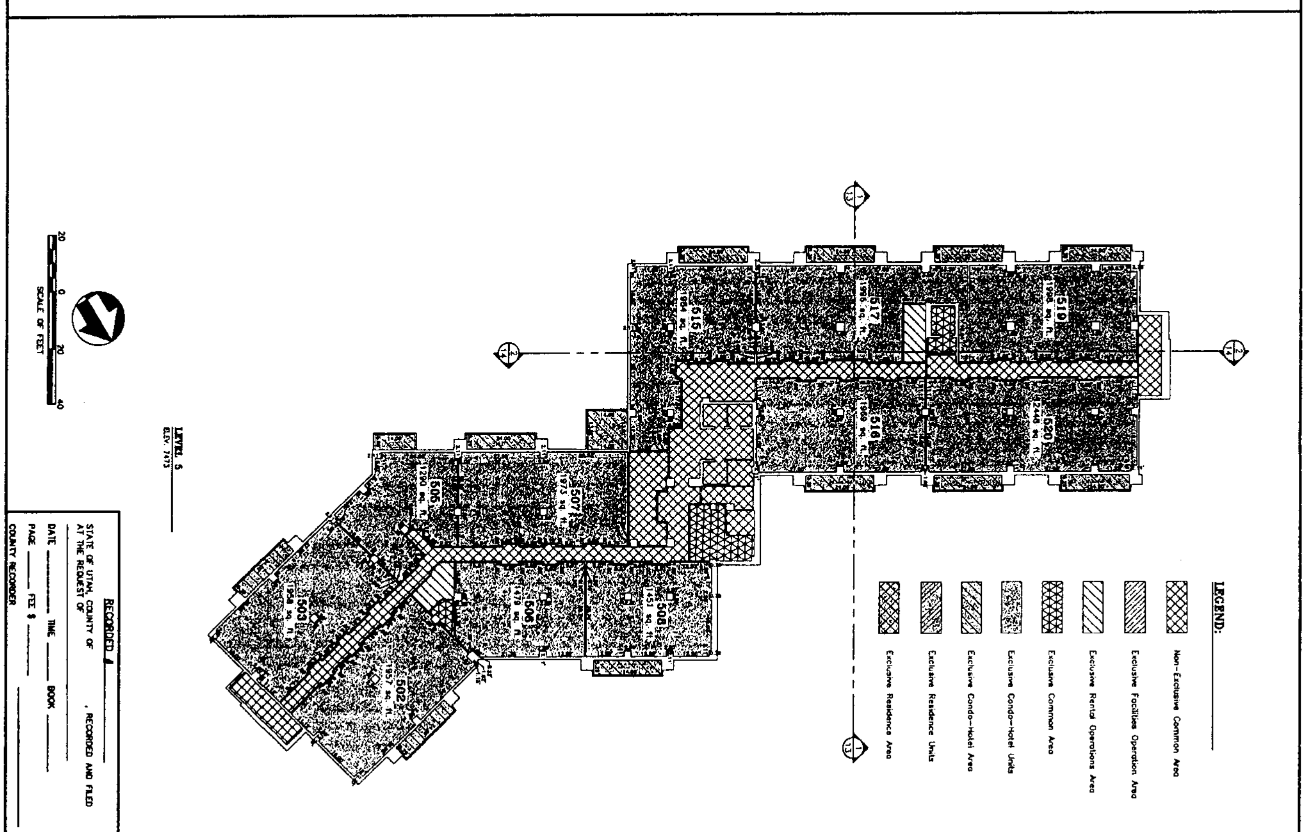
Limited Common

SCALE OF FEET: 20 0 20 40

RECORDED #
STATE OF UTAH, COUNTY OF , RECORDED AND FILED AT THE REQUEST OF
DATE ___ TIME ___ BOOK ___
PAGE ___ FEE $ ___
COUNTY RECORDER

DESIGNED: SSC	DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP ROOSEVELT GAP LEVEL 3	DATE: APRIL 2005
DRAFTED: BP		PLOT DATE:
CHECKED: SSC		SCALE:
SHEET 8 of 16		PROJECT NUMBER: 80ER020100





RECORDED #

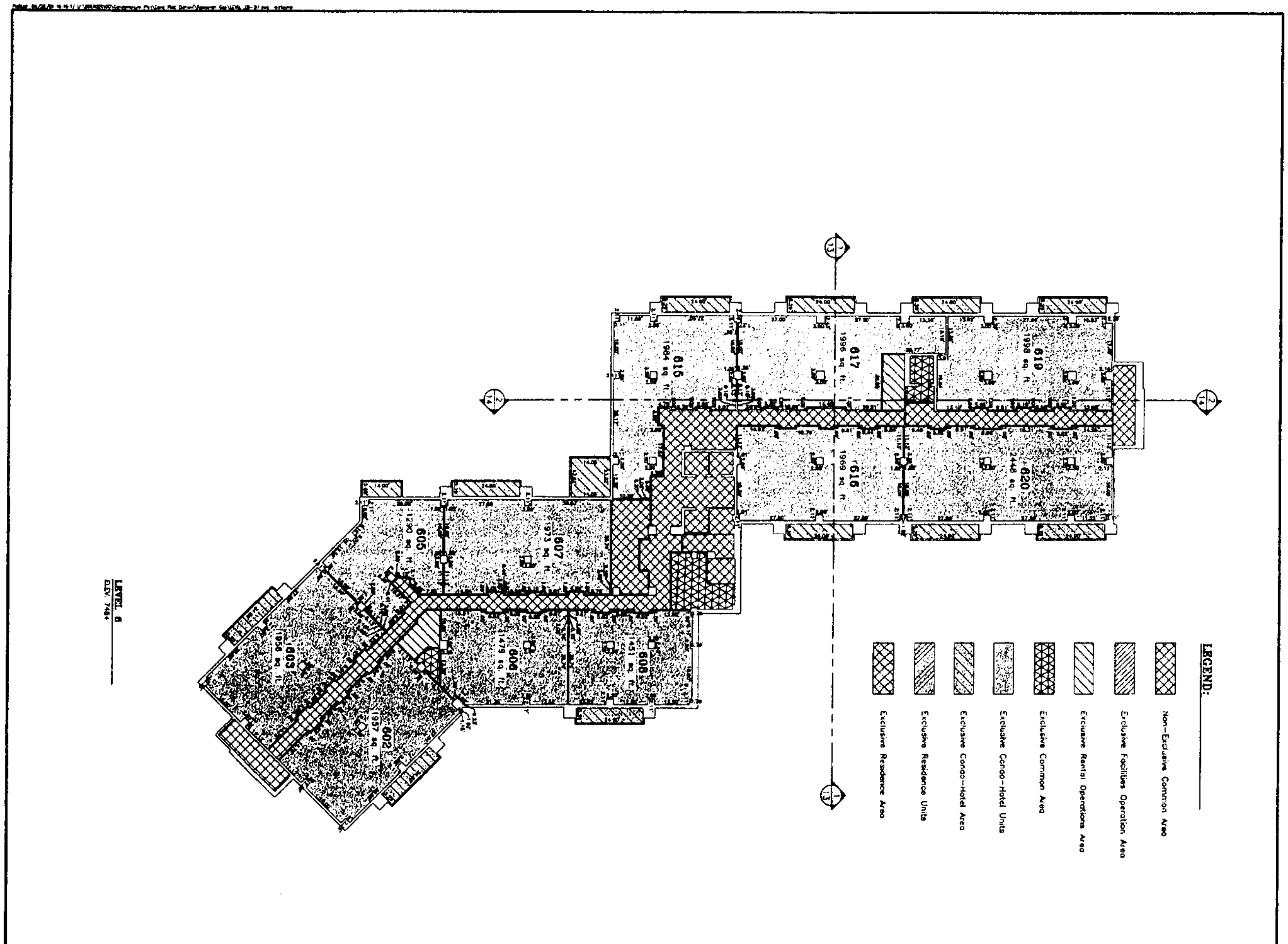
STATE OF UTAH, COUNTY OF , RECORDED AND FILED AT THE REQUEST OF

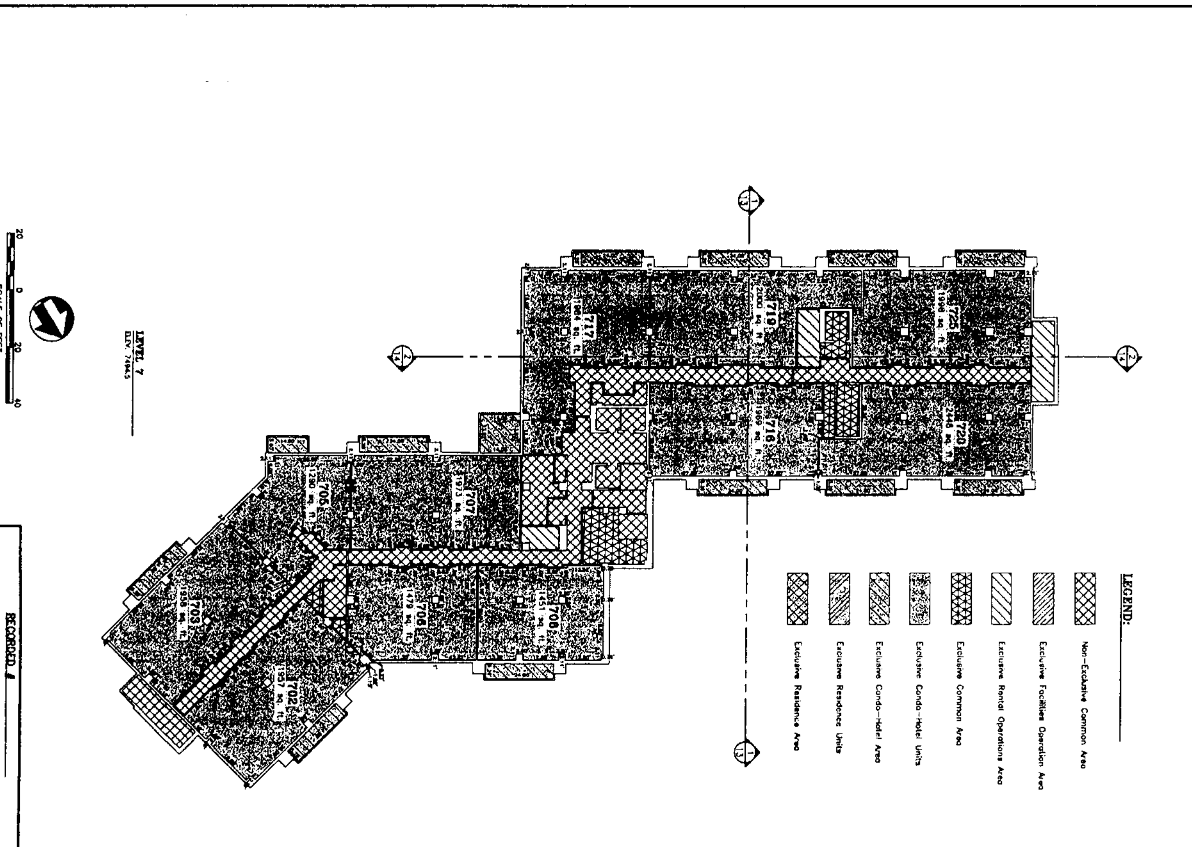
DATE ____ TIME ____ BOOK ____

PAGE ____ FEE $ ____

COUNTY RECORDER

SHEET 9 of 16	DESIGNED SSC	DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP ROOSEVELT GAP LEVEL 4 & 5	DATE APRIL 2004
	DRAFTED BP		PLOT DATE
	CHECKED SSC		SCALE
			PROJECT NUMBER 8DER020100





RECORDED #

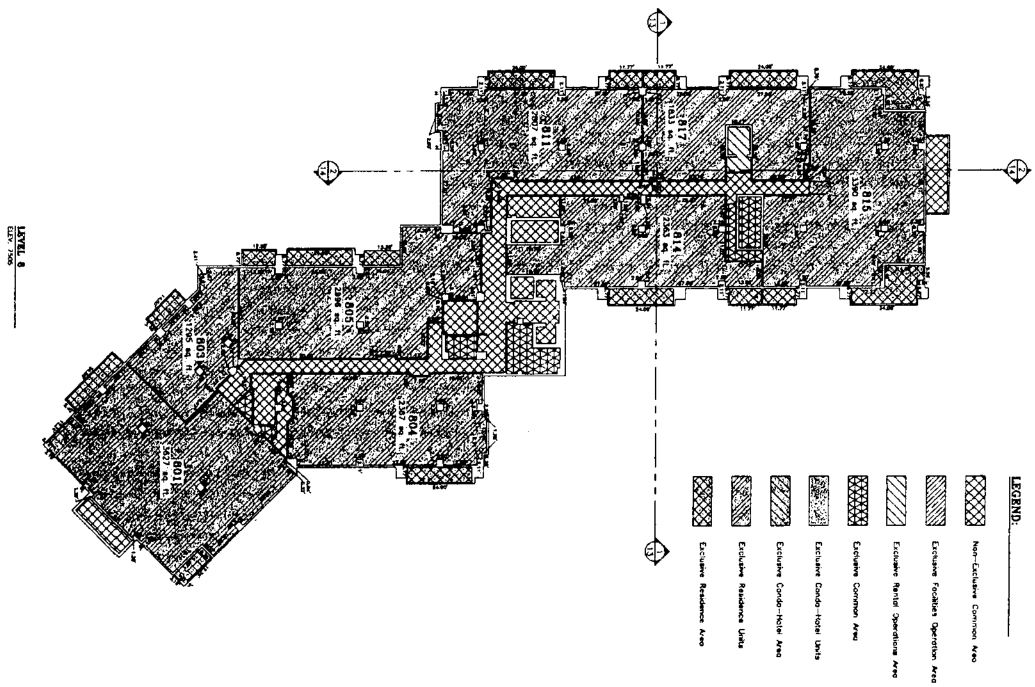
STATE OF UTAH, COUNTY OF , RECORDED AND FILED AT THE REQUEST OF

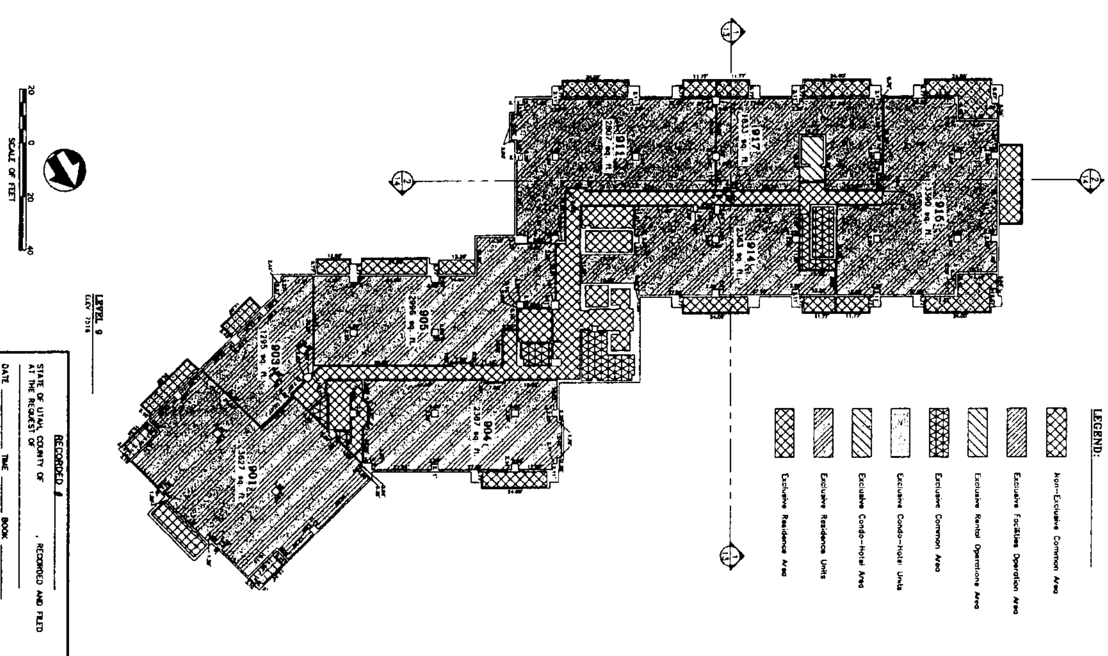
DATE ____ TIME ____ BOOK ____

PAGE ____ FEE $ ____

COUNTY RECORDER

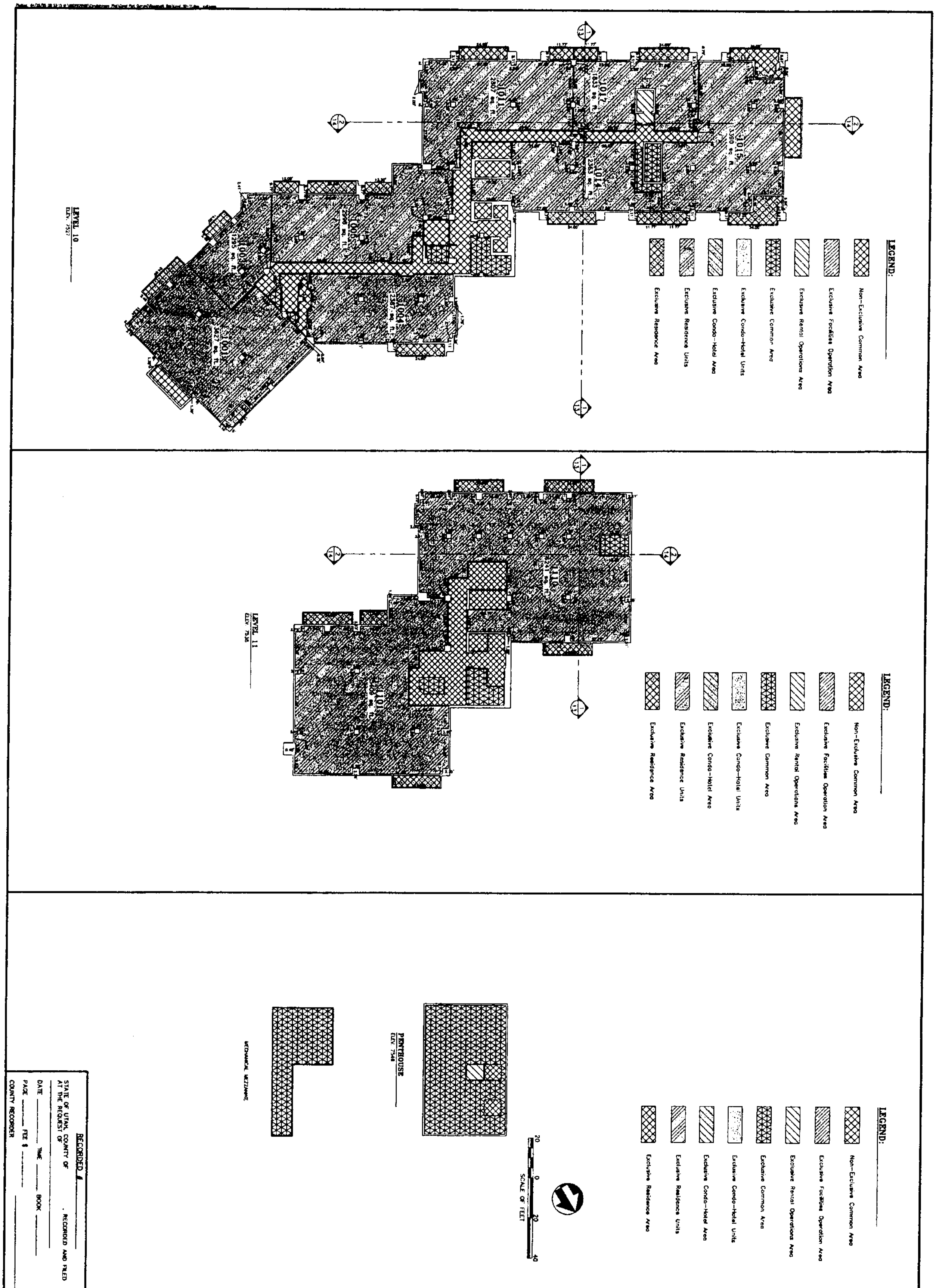
SHEET 10 of 16	DESIGNED SSC DRAWN BP CHECKED SSC	DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP ROOSEVELT GAP LEVEL 6 & 7	DATE APRIL 2005 PLOT DATE: SCALE PROJECT NUMBER 8DER020100



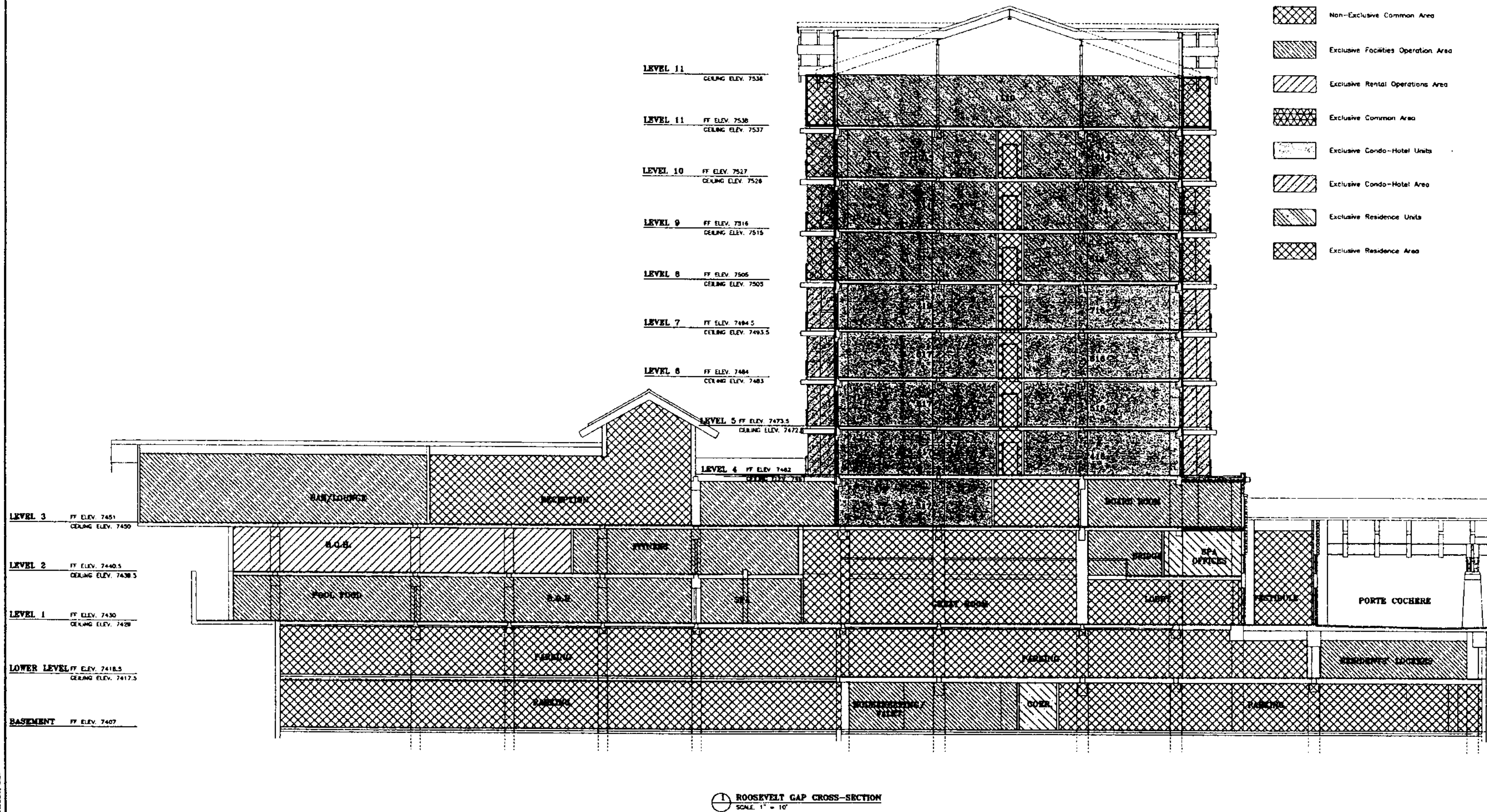


RECORDED #
STATE OF UTAH, COUNTY OF , RECORDED AND FILED
AT THE REQUEST OF
DATE ____ TIME ____ BOOK ____
PAGE ____ FEE $ ____
COUNTY RECORDER

SHEET 11 of 16	DESIGNED SSC DRAFTED BP CHECKED SSC	DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP ROOSEVELT GAP LEVEL 8 & 9	DATE APRIL 2005 PLOT DATE SCALE PROJECT NUMBER 8DER020100



DESIGNED SSC	DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP ROOSEVELT GAP LEVEL 10, 11 & PENT.	DATE APRIL 2005
DRAFTED BP		PLOT DWG.
CHECKED SSC		SCALE
SHEET 12 of 16		PROJECT NUMBER 8DER020100



LEGEND:

- Non-Exclusive Common Area
- Exclusive Facilities Operation Area
- Exclusive Rental Operations Area
- Exclusive Common Area
- Exclusive Condo-Hotel Units
- Exclusive Condo-Hotel Area
- Exclusive Residence Units
- Exclusive Residence Area

RECORDED # ____

STATE OF UTAH, COUNTY OF ________, RECORDED AND FILED AT THE REQUEST OF ____________

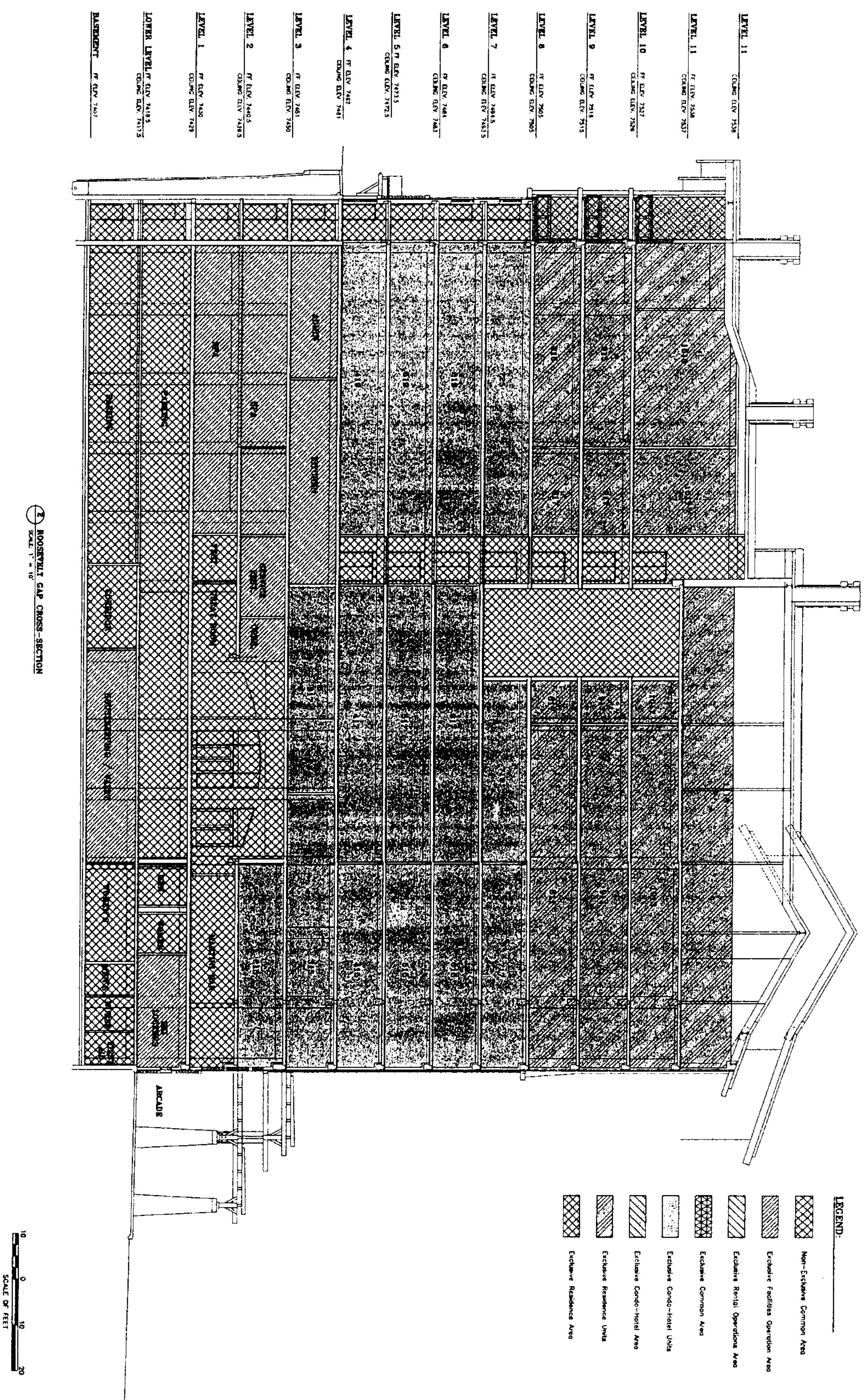
DATE ________ TIME ______ BOOK ________

PAGE ______ FEE $ ________ ____________

COUNTY RECORDER

DEER CREST HOTEL
CONDOMINIUM PROJECT
RECORD OF SURVEY MAP
ROOSEVELT GAP SECTION 1

DATE	APRIL 2005
PROJECT NUMBER	8DER020100
DESIGNED	SSC
DRAFTED	BP
CHECKED	SSC
SHEET	13 of 16



RECORDED #

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

DATE ____ TIME ____ BOOK ____

PAGE ____ FEE $ ____

COUNTY RECORDER

PSOMAS

2825 East Cottonwood Parkway, Suite 120
Salt Lake City, Utah 84121
(801) 270-5777 (801) 270-5782 (FAX)

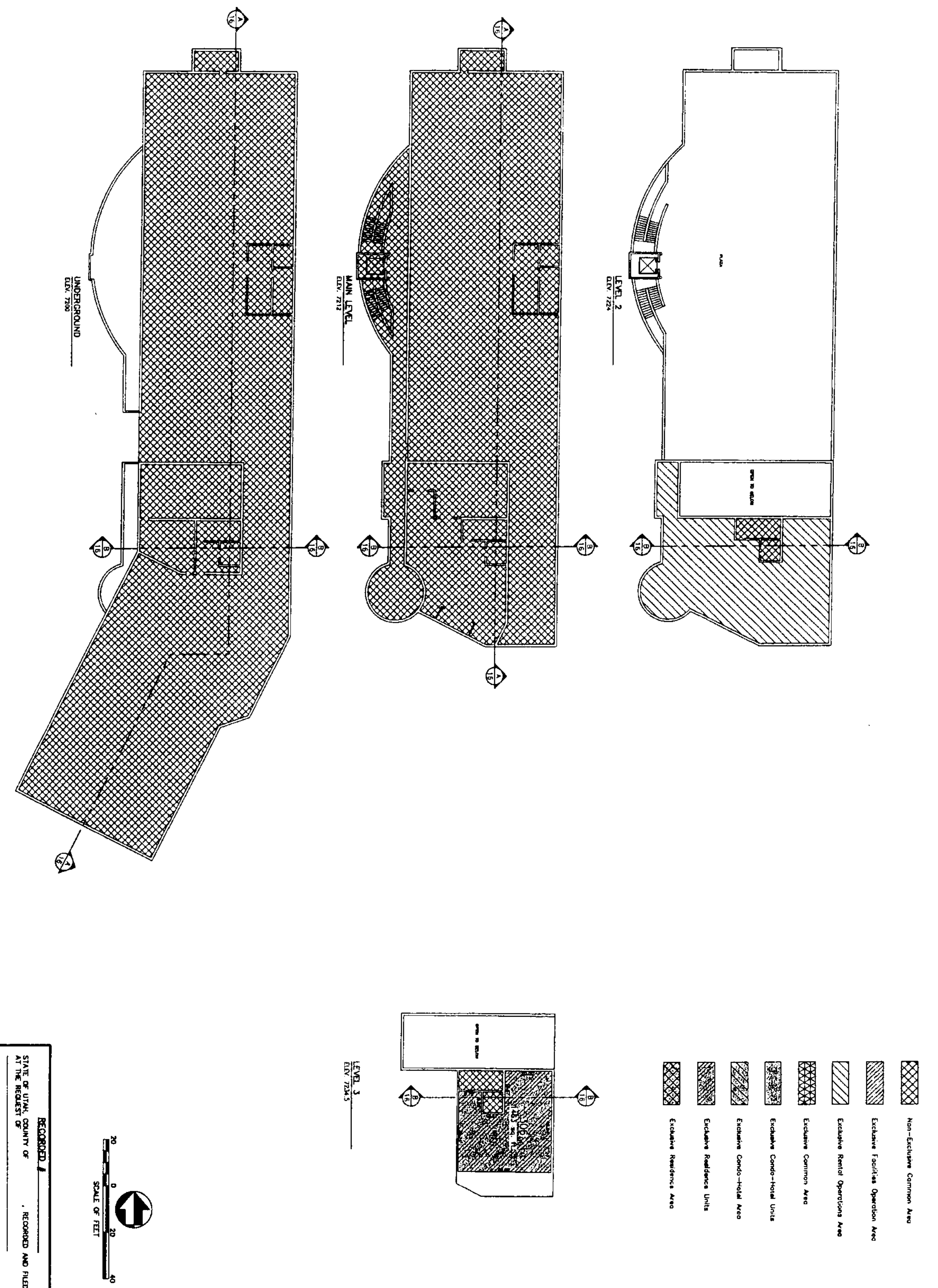
SSC | BP | SSC

DEER CREST HOTEL
CONDOMINIUM PROJECT
RECORD OF SURVEY MAP
ROOSEVELT GAP SECTION 2

MARCH 2005

8DER020100

14 of 16



RECORDED #

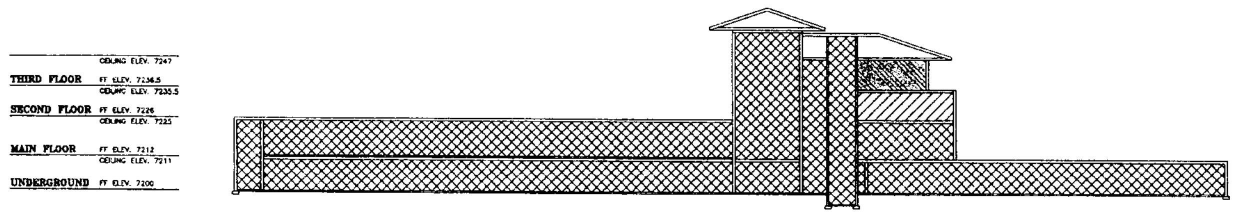
STATE OF UTAH, COUNTY OF , RECORDED AND FILED AT THE REQUEST OF

DATE ______ TIME ______ BOOK ______

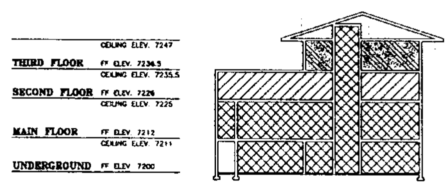
PAGE ______ FEE $ ______

COUNTY RECORDER

SHEET 15 of 16	DESIGNED SSC DRAFTED BP CHECKED SSC	DEER CREST HOTEL CONDOMINIUM PROJECT RECORD OF SURVEY MAP SNOWPARK BUILDING	DATE APRIL 2005 PLOT DATE SCALE PROJECT NUMBER 8DER020100



(A) SNOW PARK CROSS-SECTION
SCALE: 1" = 10'



(B) SNOW PARK CROSS-SECTION
SCALE: 1" = 10'

LEGEND:

- Non-Exclusive Common Area
- Exclusive Facilities Operation Area
- Exclusive Rental Operations Area
- Exclusive Common Area
- Exclusive Condo-Hotel Units
- Exclusive Condo-Hotel Area
- Exclusive Residence Units
- Exclusive Residence Area

RECORDED #

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

DATE ______ TIME ______ BOOK ______

PAGE ______ FEE $ ______

COUNTY RECORDER

DEER CREST HOTEL
CONDOMINIUM PROJECT
RECORD OF SURVEY MAP
SNOW PARK SECTION

DATE APRIL 2005

PROJECT NUMBER 8DER020100

DESIGNED MS
DRAFTED WC
CHECKED SSC

SHEET 16 OF 16

City Council
Staff Report

PLANNING DEPARTMENT

Subject: 909 Park Avenue
Date: May 26, 2005
Type of Item: Administrative; Plat Amendment

RECOMMENDATION

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

DESCRIPTION

Name:	909 Park Avenue
Project Planner:	Amy Campbell
Representative:	Gary Pinnell
Owner of Property:	Bobbi Hartwell and Kenneth Meeks
Location:	909 Park Avenue
Zone:	Historic Residential (HR-1)

BACKGROUND

On May 11, 2005 the Planning Commission conducted a public hearing and forwarded a positive recommendation for the proposed plat amendment.

The applicant is requesting a plat amendment to remove the lot line between Lot 3 and the North half of lot 2 of Block 3 of the Snyders Addition to the Park City Survey. If approved, the plat amendment will create 1 lot of approximately 2,812.5 square feet. An existing historic home sites on the property.

ANALYSIS

The property is located in the HR-1 zone. The proposed plat amendment is to be processed in conjunction with a historic design review application for an addition and remodel of the home. Section 15-2.2-4 states that "Historic structures that do not comply with building setbacks, off-street parking and driveway standards are valid complying structures." The Section further states that additions to historic structures are exempt from parking requirements provided no accessory or lockout units are created, but must meet all other site requirements established in the HR-1 zone.

The property will have access from Park Avenue and approximately 37.5 feet of linear frontage on Park Avenue. Zoning requirements for a lot of this size are: 3 foot minimum side yard setbacks, 10 foot minimum setbacks for the front and rear yards and a maximum height of 27 feet. The existing historic home does not currently meet zoning requirements. The House is being relocated on the lot and must meet setbacks as well as the addition.

DEPARTMENT REVIEW

The Planning, Engineering and Building Departments have 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 May 3, 2005, where representatives from local utilities and City Staff were in attendance. No additional issues were raised.

RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the application 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 Plat Amendment
Exhibit C – Existing Conditions
Exhibit D – Proposed relocation of existing historic house including addition

Ordinance No. 04-

AN ORDINANCE TO COMBINE ALL OF LOT 3 AND THE NORTH HALF OF LOT 2 OF BLOCK 3 OF THE SNYDERS ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD, LOCATED AT 909 PARK AVENUE PARK CITY, UTAH

WHEREAS, the owner of the property known as 909 Park Avenue, has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on May 11, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove the lot lines between two lots of record creating one lot of record; and

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

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

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

1. The Planning Commission forwarded a positive recommendation on May 11, 2005.
2. The property is located in the Historic Residential (HR-1) zone.
3. The street address for the property is 909 Park Avenue.
4. The HR-1 zone is a residential zone characterized by a mix of larger contemporary residences and smaller historic homes.
5. The amendment will combine all of Lot 3 and the North half of lot 2 of Block 3 of the Snyders Addition to the Park City Survey.
6. The proposed lot size is 2,812.5 square feet.
7. The required front and rear yard setbacks in the HR-1 district are 10 feet each and the side yard setbacks are a minimum of 3 feet on each side.
8. The maximum allowed height is 27 feet in the HR-1 zone.
9. There is an existing historic home located on the property.
10. The existing historic home is to be relocated on the lot.
11. An application for an addition to the home is pending.

12. The amendment will provide 37.5 feet of frontage on Park Avenue.
13. No remnant lots will be created as a result of this application.

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

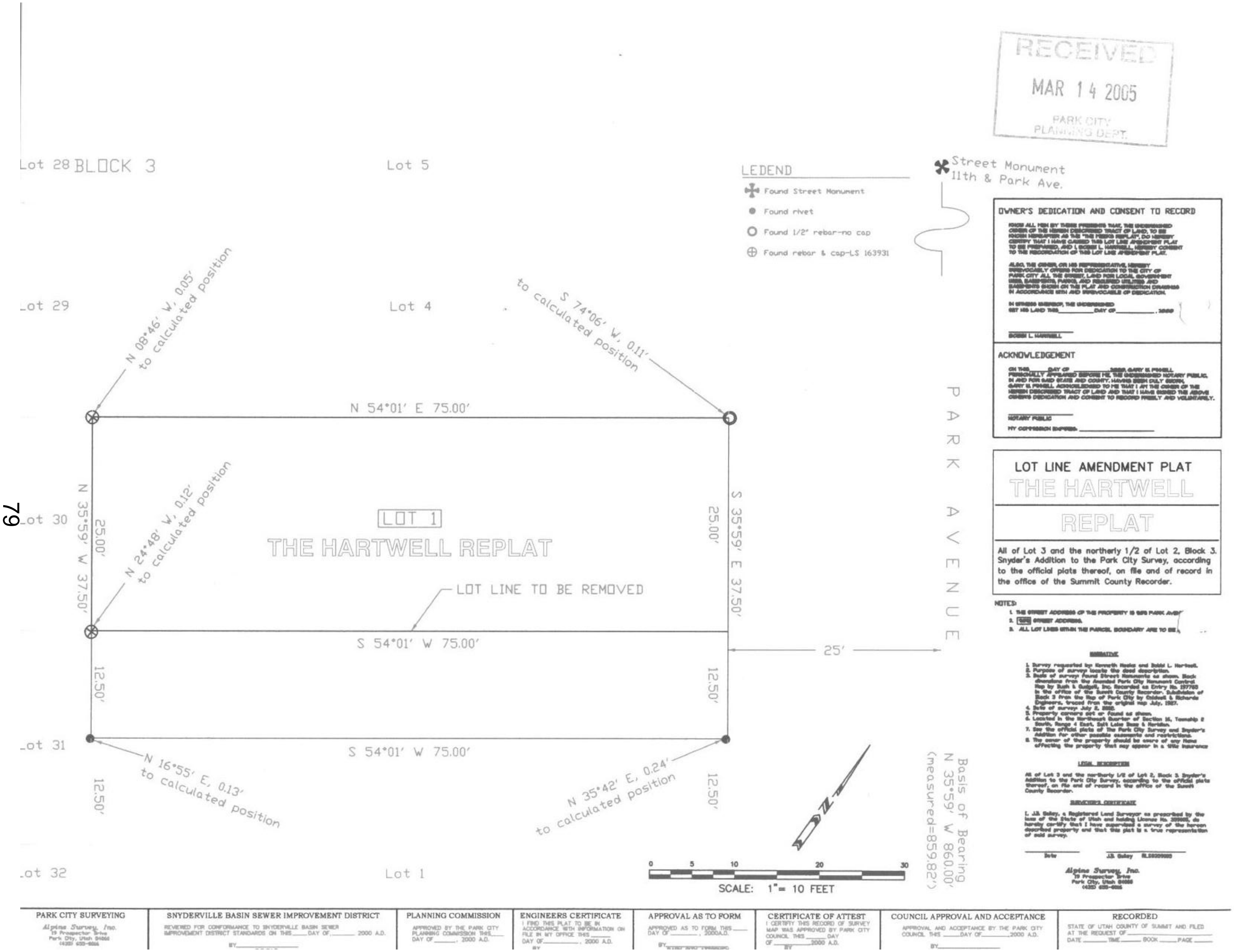
1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with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

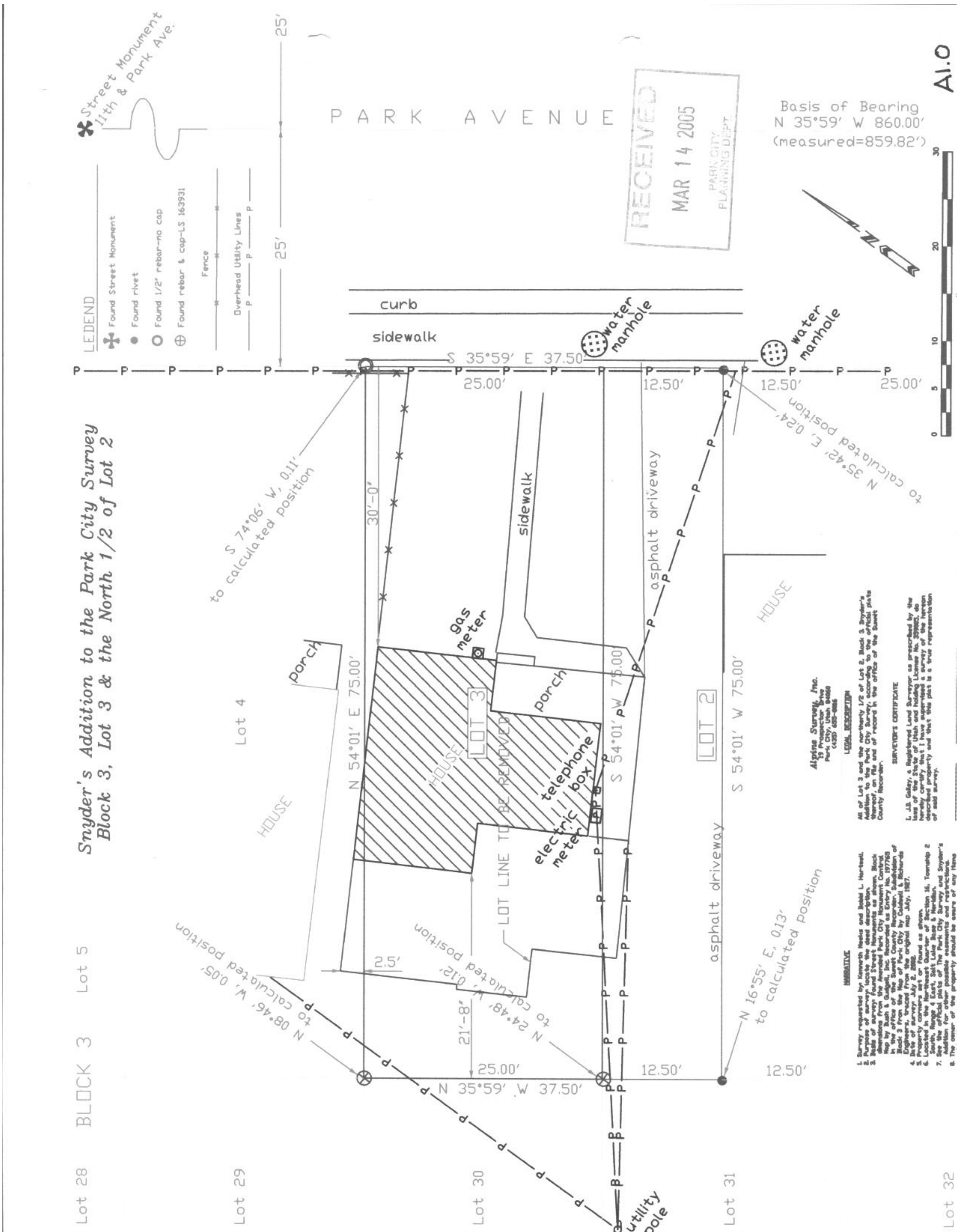
SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review the final form and content of the plat for compliance with the Land Management Code and conditions of approval are a condition precedent to recording the plat.
2. Review and approval of a historic design review application and any other applicable LMC provisions is a condition precedent to the issuance of any building permits for relocation of the historic home and/or construction of addition.
3. If relocated on the new lot, the historic home must be located to meet all applicable HR-1 setbacks. Any new additions to the historic home must meet applicable HR-1 setback requirements.
4. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
5. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

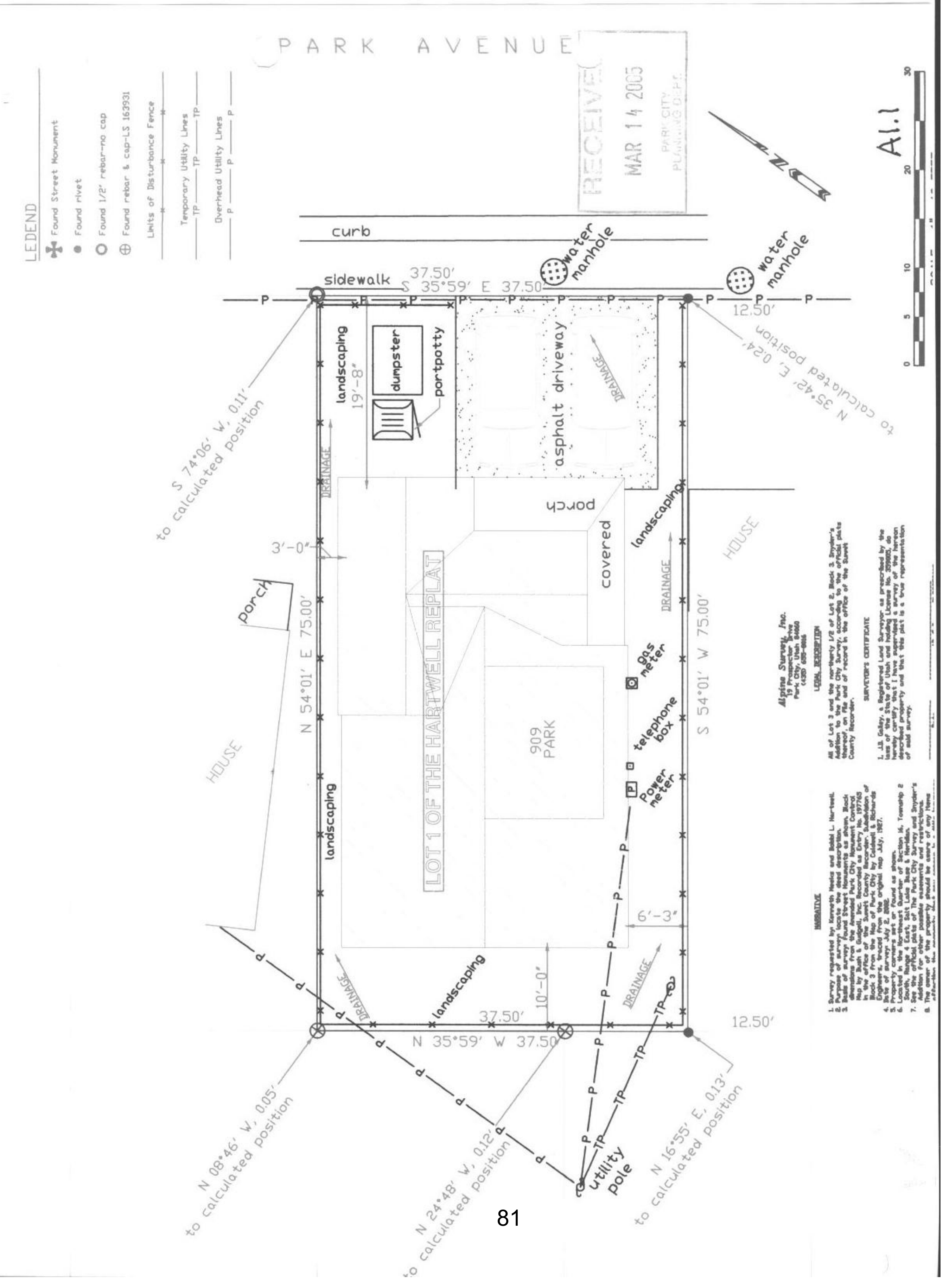
SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 26th day of May 2005.


RECEIVED
MAR 14 2005
PARK CITY PLANNING DEPT.
Lot 28 BLOCK 3
Lot 5
Lot 29
Lot 4
Lot 30
Lot 31
Lot 32
Lot 1
LEDEND
Found Street Monument
Found rivet
Found 1/2" rebar-no cap
Found rebar & cap-LS 163931
Street Monument 11th & Park Ave.
N 08°46' W, 0.05' to calculated position
S 74°06' W, 0.11' to calculated position
N 24°48' W, 0.12' to calculated position
N 16°55' E, 0.13' to calculated position
N 35°42' E, 0.24' to calculated position
N 54°01' E 75.00'
S 54°01' W 75.00'
S 54°01' W 75.00'
N 35°59' W 37.50'
S 35°59' E 37.50'
25.00'
25.00'
12.50'
12.50'
12.50'
12.50'
LOT 1
THE HARTWELL REPLAT
LOT LINE TO BE REMOVED
25'
PARK AVENUE
Basis of Bearing
N 35°59' W 860.00'
(measured=859.82')
0 5 10 20 30
SCALE: 1"= 10 FEET
OWNER'S DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGEMENT
LOT LINE AMENDMENT PLAT
THE HARTWELL
REPLAT
All of Lot 3 and the northerly 1/2 of Lot 2, Block 3, Snyder's Addition to the Park City Survey, according to the official plats thereof, on file and of record in the office of the Summit County Recorder.
NOTES:
PARK CITY SURVEYING
SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
PLANNING COMMISSION
ENGINEERS CERTIFICATE
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED



Snyder's Addition to the Park City Survey
Block 3, Lot 3 & the North 1/2 of Lot 2
LEDEND
Found Street Monument
Found rivet
Found 1/2" rebar-no cap
Found rebar & cap-LS 163931
Fence
Overhead Utility Lines
Street Monument
11th & Park Ave.
PARK AVENUE
RECEIVED
MAR 14 2005
PARK CITY
PLANNING DEPT.
Basis of Bearing
N 35°59' W 860.00'
(measured=859.82')
A1.0
25'
curb
sidewalk
water manhole
S 35°59' E 37.50'
25.00'
12.50'
25.00'
S 74°06' W, 0.11'
to calculated position
N 35°42' E, 0.24'
to calculated position
30'-0"
sidewalk
asphalt driveway
gas meter
porch
HOUSE
LOT 3
LOT LINE TO BE REMOVED
telephone box
electric meter
N 54°01' E 75.00'
S 54°01' W 75.00'
LOT 2
HOUSE
Lot 4
Lot 5
BLOCK 3
2.5'
21'-8"
N 08°46' W, 0.05'
to calculated position
N 24°48' W, 0.12'
to calculated position
N 16°55' E, 0.13'
to calculated position
N 35°59' W 37.50'
utility pole
Lot 28
Lot 29
Lot 30
Lot 31
Lot 32
Alpine Survey, Inc.
LEGAL DESCRIPTION
SURVEYOR'S CERTIFICATE
NARRATIVE



LEDEND
Found Street Monument
Found rivet
Found 1/2" rebar-no cap
Found rebar & cap-LS 163931
Limits of Disturbance Fence
Temporary Utility Lines
Overhead Utility Lines
PARK AVENUE
RECEIVED
MAR 14 2005
PARK CITY PLANNING DEPT.
curb
sidewalk
37.50'
S 35°59' E 37.50'
water manhole
water manhole
12.50'
N 35°42' E, 0.24', to calculated position
S 74°06' W, 0.11', to calculated position
landscaping
19'-8"
dumpster
portpotty
asphalt driveway
DRAINAGE
porch
covered
landscaping
3'-0"
porch
HOUSE
LOT 1 OF THE HARTWELL REPLAT
N 54°01' E 75.00'
S 54°01' W 75.00'
HOUSE
gas meter
telephone box
Power meter
909 PARK
landscaping
6'-3"
10'-0"
landscaping
37.50'
N 35°59' W 37.50'
12.50'
utility pole
N 08°46' W, 0.05', to calculated position
N 24°48' W, 0.12', to calculated position
N 16°55' E, 0.13', to calculated position
Alpine Survey, Inc.
LEGAL DESCRIPTION
SURVEYOR'S CERTIFICATE
NARRATIVE
A1.1
0 5 10 20 30

City Council Staff Report

Planner: Kirsten Whetstone
Subject: 1414 Empire Avenue
Date: May 26, 2005
Type of Item: Administrative- Plat amendment

PLANNING DEPARTMENT

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

DESCRIPTION

Project Name:	1414 Empire Avenue amendment
Applicant:	Bryan Weeks- Heritage Development
Location:	1414 Empire Avenue
Zone:	Recreation Commercial (RC)

BACKGROUND

The applicant is requesting a plat amendment to combine five "old town" lots and portions of 4 other lots and reconfigure the property into three lots of record. Lots 14, 15, 16, 17, and 18 of Block 21 Snyder's Addition to the Park City Survey are under common ownership and are generally located on the east side of Empire Avenue across the street from the upper PCMR parking lot and Shadow Ridge Street. The westerly (rear) 5' of Lots 9, 10, 11, and 12, Block 21, Snyder's Addition are also under common ownership by the same owner. The applicant is requesting that these westerly 5' be combined with Lots 14, 15, 16, 17, and 18, Block 21, and then reconfigured to create three lots of record for the purpose of creating three building lots. A sliver of previously vacated Norfolk Avenue is also being combined with these lots.

In this area of the Snyder's Addition, Empire Avenue historically wandered so far out of alignment that it exists in the Norfolk Avenue right-of-way.

The lots are currently addressed as 1414 Empire Avenue and are located within the RC, Recreation Commercial zoning district. The lots are currently vacant. In 1981 an excavation permit was issued to the previous owner for construction of a multi-unit condominium project. Some excavation and grading activity took place, as evidenced by the existing conditions survey and an on-site inspection. That permit has since expired.

The plat amendment would create three lots of approximately 2,867 sf (Lot A), 4,038 sf (Lot B), and 3,183 sf (Lot C). Because existing Empire Avenue is not located entirely within its platted right-of-way in this area and crosses at an angle, the front property lines are not directly perpendicular to the side lot lines and the lots are not rectangular in shape. This is also the case with the adjacent lots to the north and south.

In 1996, Lots 9, 10, 11, and 12 (minus the westerly 5') were combined with other lots on Woodside to create the 3 platted lots known as the Frandsen Subdivision (recorded in 2000).

On May 11, 2005, the Planning Commission conducted a public hearing and voted to forward to the City Council a positive recommendation on the plat amendment. There was public input at the meeting from adjoining residents who wanted more information on what the plat amendment was and the types of building/uses that could occur on this property. Staff responded to the questions and one neighbor indicated that he would like the item continued to better understand the application. The Commission indicated that there would be a 2 week time frame between the Planning Commission meeting and the Council meeting and suggested that the neighbor meet with the staff during that time. Staff has met with the neighbor and believes that the neighbor has a good understanding of the plat amendment application, as well as the types of uses that are allowed on this property.

ANALYSIS

Single family houses and duplexes are an allowed use in the RC zoning district provided they meet the site and lot requirements in LMC Chapter 15-2.16-5 and the Architectural Design Guidelines (LMC Chapter 15-5). The property is not located within 2 blocks of the HR-1 District and therefore review for compliance with the Historic District Design Guidelines is not required. The property has access from Empire Avenue.

The proposed lots comply with the LMC regarding lot size, arrangement, general dimensions, and access requirements. Setbacks, building pad and building footprint requirements are specific to the individual lot dimensions and size and are verified at the time of building permit issuance. Minimum lot area for a single family house is 1,875 sf. Minimum lot area for a duplex is 3,750 sf. Lot A and C contain lot area sufficient for a single family house and Lot B contains lot area sufficient for a duplex.

The existing conditions survey does not identify any existing encroachments of structures or streets on these lots. It does appear from the prepared plat, as well as confirmed by the assessor's records, that a small triangular shaped portion (6.65' to 0' by about 70') of platted Norfolk ROW (not the street) adjacent to Lots 16, 17, and 18 was vacated and is owned by the owner of these lots. There may be utilities within the first 10' of these lots and the City Engineer is recommending a 10' utility and snow shed easement along the Empire Avenue lot frontages.

The plat amendment combines these 5 lots (generally 25' by 75') with the westerly remnant 5' of the adjoining "lots" to the east (which were combined in 1995 to create 3 platted lots known as the Frandsen Subdivision). The total lot area is about 10, 088 square feet. All three new lots will have frontage on and access to Empire Avenue.

No remnant lots are created by this proposal. This plat cleans up remnant parcels of Lots 9, 10, 11, and 12 and the plat complies with applicable RC, Recreation Commercial, district regulations.

Significant Impacts

The most significant impact resulting from this application is the ability of the owner to build on the three replatted lots, three single family houses or two single family houses and one duplex, rather than 5 slightly smaller houses on the five existing lots. The larger lots provide more design flexibility than the typical narrow 25' wide lots do. There are no environmental impacts as a direct result of this replat, as the applicant could construct five houses on the existing lots, as an allowed use. The remnant parcels would remain. If the lots were combined into one lot of record, the applicant could propose a multi-unit building with a maximum building height of 35' (plus an additional 5' for a pitched roof). Maximum building height for the single family homes is 27'.

Alternatives

- The City Council may approve the 1414 Empire Avenue replat based on the findings of fact, conclusions of law, and conditions of approval stated in the ordinance; or
- The City Council may deny the replat and direct staff to make findings for this decision; or
- The City Council may continue the discussion on this replat and provide direction to staff and the applicant regarding additional information that needs to be provided.

Consequences of Not Taking Staff Recommendation

If the Council does not approve the replat, the applicant could build five houses on the existing lots as an allowed use.

NOTICE

Notice of this hearing was sent to property owners within 300' on April 27, 2005. The property was posted and legal notice was published in the Park Record according to the noticing requirements stated in the Land Management Code. The owner of property to the east (lots within the Frandsen Subdivision) met with the planning staff to understand what the plat amendment entailed and what uses the applicant could propose. Staff received two phone calls from property owners within 300' of the property. Both owners had questions regarding the proposed use and indicated that they did not have a concern about the proposed 3 single family houses. No other concerns were raised.

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 April12, 2005, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the plat amendment to combine and reconfigure into three platted lots of record, all of Lots 14, 15, 16, 17, and 18 of Block 21 Snyder's Addition to the Park City and the westerly 5' of Lots 9, 10, 11, and 12, Block 21, Snyder's Addition, according to the findings of fact, conclusions of law and conditions of approval outlined in the attached Ordinance.

EXHIBITS

Ordinance and Exhibit A - Proposed Plat Amendment
Exhibit B –assessor's plat map

AN ORDINANCE APPROVING THE 1414 EMPIRE AVENUE REPLAT TO COMBINE THE WESTERLY 5' OF LOTS 9, 10, 11, AND 12 WITH ALL OF LOTS 14, 15, 16, 17, AND18, BLOCK 21 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY, INTO THREE LOTS OF RECORD, LOCATED AT 1414 EMPIRE AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the westerly 5' of Lots 9, 10, 11, and 12 and all of lots 14, 15, 16, 17, and 18, Block 9 of the Snyder's Addition to the Park City Survey, located at 1414 Empire Avenue, petitioned the City Council for approval of a plat amendment, and

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

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

WHEREAS, the Planning Commission held a public hearing on May 11, 2005, to receive input on the proposed plat amendment;

WHEREAS, the Planning Commission, on May 11, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 26, 2005, the City Council held a public hearing and approved the proposed plat amendment; and

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

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

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

Findings of Fact:

1. The property is located in the Recreation Commercial (RC) zoning district.
2. The RC zone is a residential zone characterized by a mix of contemporary residences, resort residential condominiums, some smaller historic homes, Park City Mountain Resort base area, and resort support related retail uses.
3. The amendment will combine all of Lots 14, 15, 16, 17, and 18 of Block 21 Snyder's Addition to the Park City and the westerly 5' of Lots 9, 10, 11, and 12, Block 21, Snyder's Addition and reconfigure the property into three platted lots of record.
4. The proposed lots would consist of approximately 2,867 sf (Lot A), 4,038 sf (Lot

B), and 3,183 sf (Lot C).

5. The proposed lots have access and frontage along Empire Avenue (platted Norfolk Avenue). Snow removal is important to the health, safety, and welfare of residents and visitors.
6. No remnant lots will be created as a result of this application. The remnant portions (westerly 5') of Lots 9, 10, 11, and 12, Block 21 of the Snyder's Addition to the Park City Survey, left behind when these lots were combined to create lots of record for the Frandsen Subdivision (recorded in 2000), will be combined with Lots 14, 15, 16, 17, and 18, thereby eliminating these as remnant parcels.
7. The lots are vacant and there are no existing encroachments of structures or streets.
8. A triangular (6.65' to 0' in width by 70' in length) portion of the original Norfolk Avenue right-of-way is identified by the assessor's maps as being owned by the property owner of Lots 16, 17,and18 and is being combined with these lots with this plat amendment. The title report confirms that this is not an exception parcel and that this property has been properly vacated. Empire Avenue (the street itself) is not located within this triangular portion of property.
9. The property is not located within 2 blocks of the HR-1 zoning district and new construction does not require compliance with the Historic District Design Guidelines.
10. There are existing utilities within the first 10' of these lots along Empire Avenue.

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.

Conditions of Approval:

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

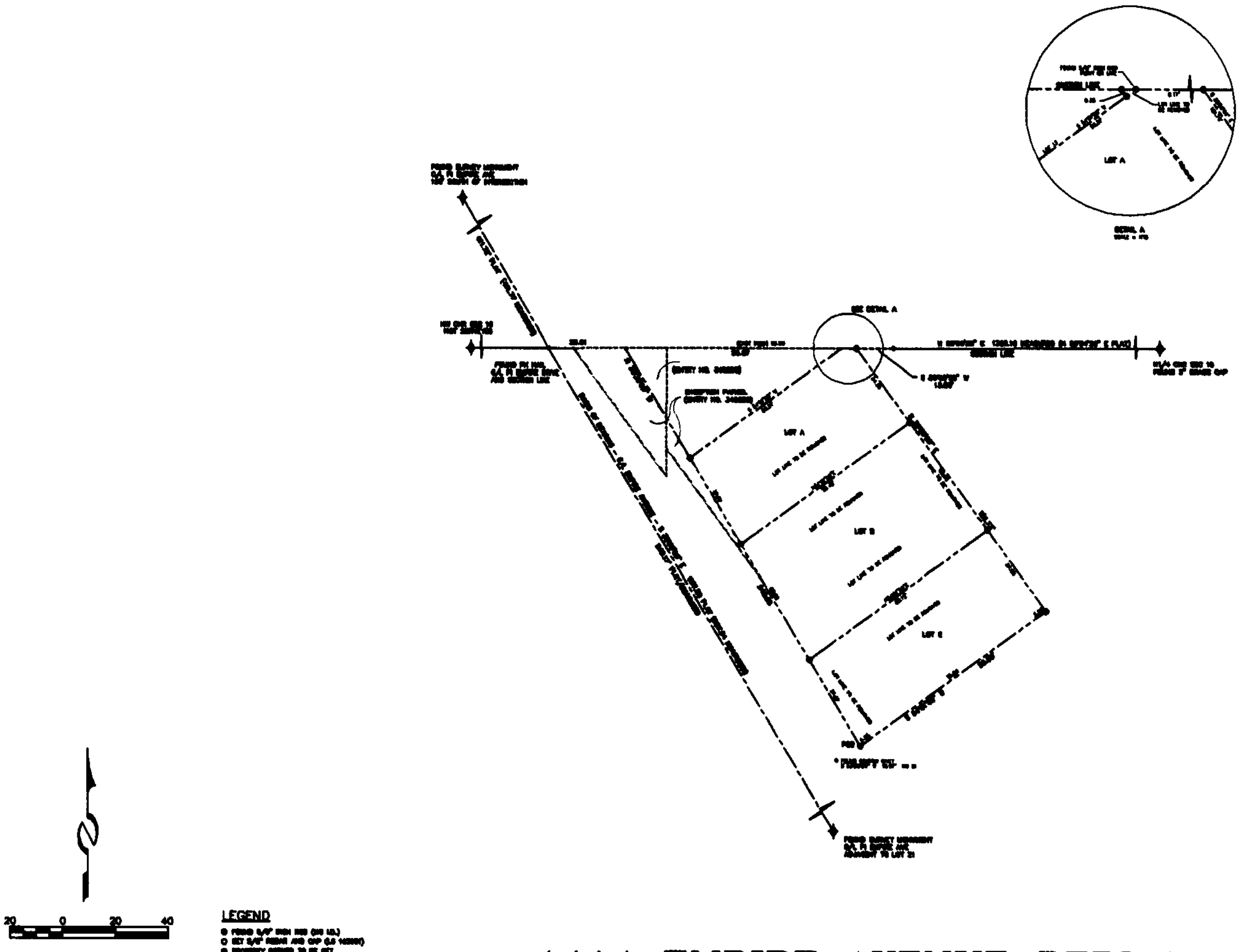
All new construction shall comply with the applicable LMC provisions, including the RC District Lot and Site Requirements in LMC Section 15-2.16-5.

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

Ten (10) foot non-exclusive snow storage and utility easements shall be dedicated to the City on the plat along the property lines fronting Empire Avenue.

The applicant will record the plat amendment at the County within one year from the date of City Council approval.

<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.



SURVEYOR'S CERTIFICATE

John Demkowicz — Date

LEGAL DESCRIPTION

PARCEL 1:

PARCEL 2:

PARCEL 3:

OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGEMENT

State of ______)ss

County of ______

Notary Public

My commission expires ______

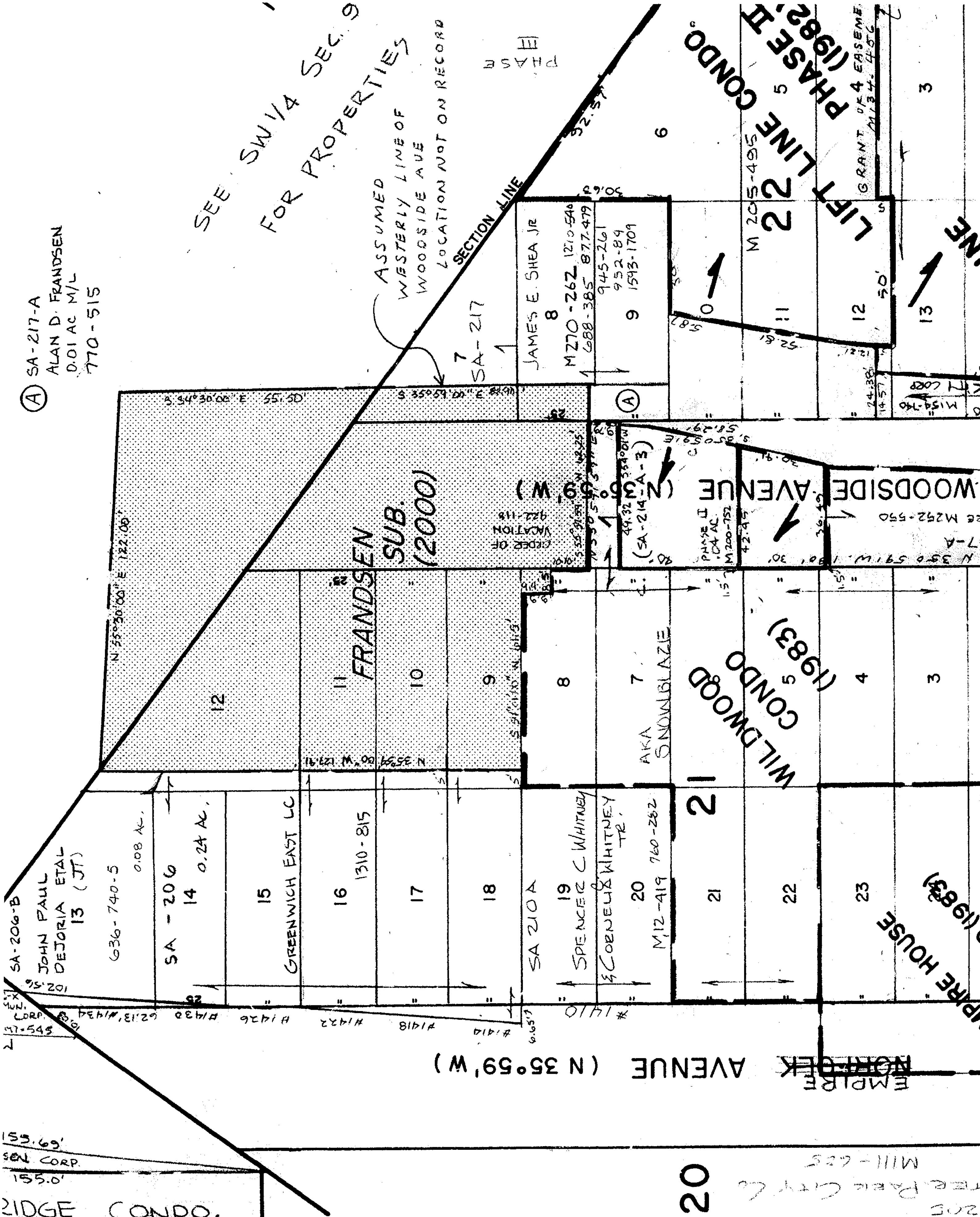
RECEIVED
MAR 01 2005
PARK CITY
PLANNING DEPT.

1414 EMPIRE AVENUE REPLAT

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 1

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


SEE SW1/4 SEC. 9
FOR PROPERTIES
ASSUMED WESTERLY LINE OF WOODSIDE AVE LOCATION NOT ON RECORD
SECTION LINE
SA-217-A
ALAN D. FRANDSEN
0.01 AC M/L
770-515
SA-217
JAMES E. SHEA JR
M270-262
FRANDSEN SUB. (2000)
ORDER OF VACATION 922-118
WOODSIDE AVENUE (N 35°59' W)
LIFT LINE CONDO PHASE II (1982)
GRANT OF 4 EASEMENTS
WILDWOOD CONDO (1983)
AKA SNOWBLAZE
SA-206-B
JOHN PAUL DEJORIA ETAL (JT)
636-740-5
SA-206
0.24 AC.
0.08 AC.
GREENWICH EAST LC
1310-815
SA 210 A
SPENCER C WHITNEY & CORNELIA WHITNEY TR.
M12-419
760-282
EMPIRE HOUSE (1983)
NORFOLK AVENUE (N 35°59' W)
EMPIRE
RIDGE CONDO.
20
21
22

City Council
Staff Report

Author: Ken Fisher, Recreation Manager
Subject: Tennis Court Resurfacing
Date: May 19, 2005
Type of Item: Administrative

Recreation & Library Department

Summary Recommendations: Authorize the City Manager to enter into a Construction Agreement with Edman Construction Company, in a form approved by the Legal Department, for the resurfacing on the tennis courts at the Park City Racquet Club in the amount of $41,500.

Description:
Topic: Contract to resurface 11 tennis courts at the Park City Racquet Club

Background: The four indoor and seven outdoor tennis courts at the Racquet Club need to be resurfaced every five years in order to keep a high quality of play and to limit more costly repairs in the future. The courts were last resurfaced in 1999.

Analysis: The City advertised in the Park record on May 7th and 11th 2005 for the project. The City received bids from Edman Construction DBA The Tennis Company in the amount of $41,500 and another bid from In-Line Construction in the amount of $56,320.

Staff recommends entering into a construction agreement with Edman Construction for the amount of $41,500 for the Park City Racquet Club Tennis Court Resurfacing Project. There is currently $35,000 budgeted in CIP fund for tennis court resurfacing (Project #624; Account Code #31-49087-7319-000-000). The remaining balance of $6,500 will come from the Racquet Club CIP account (Project #758; Account Code #31-42153-7319-000-000).

Edman Construction historically has done the tennis court resurfacing and any minor repairs that are needed. They are also the company that installs and removes the tennis bubble every year. Staff has been very satisfied with any work that has been done by Edmund Construction in the past.

The resurfacing will take place between May 26 and June 17, 2005. It will be scheduled in such a manner has to limit the disruption to the tennis community.

Reviewed by/Input From: The City Manager, Legal, Recreation & Library Department, and the Economic & Capital Projects Department have reviewed or given input to this report.

Alternatives:

A. Approve the Request: Authorize the City Manager to enter into a Construction Agreement with Edman Construction Company, in a form approved by the Legal Department, for the resurfacing on the tennis courts at the Park City Racquet Club in the amount of $41,500.

B. Deny the Request:

C: Continue the Item:
Ask for more information from staff

D: Do Nothing:
Take no action, which would delay the resurfacing of the courts.

Significant Impacts:
The resurfacing project will be scheduled in such a manner as to limit the impact to patrons playing tennis. By resurfacing the courts the quality of play will remain at the level patrons have come to expect and will prolong the life of the courts.

Consequences of not taking the recommended action:
Delay the resurfacing of the tennis courts which may result in more costly repairs in the future.

Recommendation:
Authorize the City Manger to enter into a Construction Agreement with Edman Construction Company, in a form approved by the Legal Department, for the resurfacing on the tennis courts at the Park City Racquet Club in the amount of $41,500.

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____________, 2005, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the State of Utah (hereinafter "City"), and Edman Construction Company, P.O. Box 651477, Salt Lake City, UT 84165, which is a _X__ corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Park City Racquet Club Tennis Court Resurfacing (hereinafter "Project"), which consists of resurfacing four indoor and seven outdoor tennis courts at the Park City Racquet Club, 1200 Little Kate Rd, Park City, Utah 84060.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of a submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers, and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability.

C. 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.

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

The City shall be named as an additional insured on the insurance policy and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of forty one thousand five hundred dollars ($41,500) for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

This Project, is awarded in whole to the Contractor; the City will accept the Project in whole. However, nothing contained herein shall prevent the City from reducing the work to be done under this Agreement pursuant to Section 8 herein, nor shall anything herein be construed to require that Contractor be awarded any of the additive alternates bid by the Contractor, or change order(s). The City retains the right to award any of the additive alternates or change order(s), or any part of them, to other contractors at any time, except those awarded to the Contractor in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment A) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor. The Contractor shall supply to the Project

Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by June 17, 2005. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars ($100.00)** which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefor within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to 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 Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in party by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries

B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots

C. Non-mechanized exterior painting on individual single-family residences

D. Non-mechanized landscaping on individual single-family residences

E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Community Development Department, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Community Development Department.

A. Hours and Days of Operation The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approve a parking plan. The plan shall also include anticipated temporary parking (e.g. delivery vehicles, large equipment parking).

C. Deliveries The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the Community Development Department**,** the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling Construction sites shall provide adequate storage and a program for trash removal**.**

F. Control of Dust and Mud on Streets A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/ Engineer for this Project is Warren Pretorius, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: Russ Edman P.O. Box 651477 Salt Lake City, UT 84165, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

CITY COUNCIL
STAFF REPORT

CITY ENGINEERING

Author:	**ERIC DEHAAN, P.E. CITY ENGINEER**
Subject:	**Exchange of Drainage Easements at 3100 Crestline Drive**
Date:	**May 26, 2005**
Type of Item:	**Administrative**

SUMMARY RECOMMENDATIONS:
The City Council should approve the exchange of drainage easements with Mike and Priscilla Watts at 3100 Crestline Drive to more closely conform to existing conditions.

DESCRIPTION:

Background:
Ridgeview Subdivision was created in the early 1980s, at a time when Park City was already concerned with the preservation of water quality in McLeod Creek, a concern that we all share even today. An easement for a storm drain detention pond was created in 1981 for the lower part of Lot 21 in Ridgeview, at 3100 Crestline Drive. This area abuts Park Meadows #2 and #3 Subdivision, the lowest portion (in terms of elevation) of northwest Park Meadows. The detention basin was planned to allow storm water flows to linger before rushing down McLeod Creek, thus providing an opportunity for any sediments to settle out. Mike and Priscilla Watts now own Lot 21 and desire to exchange a new drainage easement for the old one so that some decks and other improvements do not conflict with the easement.

Analysis:
The 1981 easement was oversized, in part, because what is now Willow Ranch and the Huntsman Gateway City Park were then contemplated to become medium-density housing, not open space and low-density lots. The City erred on the side of caution in obtaining a larger easement than it turns out was necessary. The reality of the area's drain system is that numerous culverts and gutters from all over the northwest part of town contribute to the Ridgeview basin and the various stream channels near Willow Ranch, which then flow through lush braided wetlands along Meadows Drive on their way downstream to the Farm. The detention function is carried out by the entire open space corridor, resulting in high water quality in McLeod Creek as it leaves the City on its perilous journey toward Ogden. The Watts' backyard, where the easement is located, provides a buffer between the houses of Ridgeview and the maze of drain lines and other utilities that come together at that point.

The Staff has examined the new easement description and finds that it suffices for all public purposes. The Staff agrees with the Watts that the old easement can be downsized by a concurrent release of the old easement and recordation of the new easement. The existing decks will then be outside of the easement.

Department Review:
This report has been reviewed by the City Manager's office. The City Engineer is familiar with the physical layout of the drainage elements mentioned above and will provide guided tours upon request.

ALTERNATIVES:

A. Approve the Request. By exchanging drainage easements the City will remove the conflict between the Watt's existing deck and related improvements with the easement. This is Staff's recommendation.
B. Deny the Request. This alternative would leave the existing drainage easement in place.
C. Continue the Item. If Council needs more information the item can be continued.

SIGNIFICANT IMPACTS:
The proposed action will have no fiscal impacts, and the drainage system of northwestern Park Meadows will remain unchanged from its current condition.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
The title conflict between the existing drainage easement and the existing deck will remain.

Recommendation:
The City Council should approve the reconeyance of the 1981 Easement and accept a new easement covering the reduced drainage easement area. The form of the documents will be approved by the City Attorney. Consummation of the exchange is expected in June.

Attachments:
Exhibit A – old easement
Exhibit B – new easement legal description
Exhibit C – sketch of vicinity

EXHIBIT A

GRANT OF EASEMENT

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GREGORY P. NELSON, ("Grantor"), being the sole owner of Lot 21, Ridgeview Subdivision, according to the Official Plat thereof on file in the County Recorder's Office of Summit County, State of Utah, does hereby grant and convey unto Park City Corporation, ("Grantee"), a non-exclusive easement for installation and construction of a retention pond and other facilities as required for flood control purposes through that portion of Grantor's property described as follows:

> Beginning at the East quarter corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North 89°57'58" West along the South line of Ridgeview Subdivision, 95.77 feet to the common South corner of Lots 21 and 22, Ridgeview Subdivision, thence North 34°50'00" West 41.80 feet; thence North 41°31'46" East 138.47 feet to the Northerly line of Lot 21; thence South 64° 50'00" East along said Northerly line, 31.15 feet to the East line of said Ridgeview Subdivision; thence South 0°09'43" West along said East line, 124.78 feet to the point of beginning.
>
> Contains 11,181.8 square feet = 0.2567 acres.

Grantee by the acceptance and recordation of this Grant of Easement, does hereby covenant that if construction or repair is required on the pond or other facilities, at the completion of such construction and repair, Grantee shall restore Grantor's property to that condition existing immediately prior to said construction or repair.

Dated this 24TH day of June, 1981

Entry No. 182125 Book M194
RECORDED 7-30-81 at 2:52 M Page 585
REQUEST of COTTONWOOD TITLE
WANDA Y. SPRIGGS, SUMMIT CO RECORDER
FEE $ 4.00 By Wanda Y. Spriggs
INDEXED ______ ABSTRACT ______

GRANTOR:

____
GREGORY P. NELSON

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this the 24TH day of June, 1981, before me appeared GREGORY P. NELSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained. In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires: 10-28-84

____
NOTARY PUBLIC
Residing at: SALT LAKE CITY

BOOKM194 PAGE585

Not an Issue —

EXHIBIT B

LEGAL DESCRIPTION
EASEMENT
LOT 21, RIDGEVIEW SUBDIVISION
March 29, 2005

A parcel of land located in the northeast quarter of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

westerly

Beginning at a point that is North 00°09'43" East 138.03 feet along section line and West 28.23 feet from the east quarter corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the most northerly corner of an existing easement, Entry No. 182125, recorded July 30, 1981, Book M194, Page 585, in the office of the recorder, Summit County, Utah, and also being on the boundary common to Lots 20 and 21, Ridgeview Subdivision, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence South 64°50'00" East 31.15 feet along the boundary common to said Lots 20 and 21; thence along the boundary of Lot 21 the following three courses: 1) South 00°09'43" West 124.78 feet; thence 2) North 89°57'58" West 95.77 feet; thence 3) North 34°50'00" West 41.80 feet to the most easterly corner of said existing easement; thence North 41°31'46" East 39.32 feet along said existing easement; thence South 80°00'00" East 2.98 feet; thence South 10°00'00" West 7.50 feet; thence South 80°00'00" East 18.33 feet; thence South 10°00'00" West 11.26 feet; thence South 80°00'00" East 28.65 feet; thence North 10°00'00" East 27.91 feet; thence North 80°00'00" West 11.37 feet; thence North 10°00'00" East 11.12 feet; thence North 80°00'00" West 16.28 feet; thence North 10°00'00" East 16.02 feet; thence South 80°00'00" East 18.14 feet; thence North 10°00'00" East 29.65 feet to a point on the line of said existing easement; thence North 41°31'46" East 21.79 feet along said existing easement line to the point of beginning.

Description contains 0.22 acres, more or less.

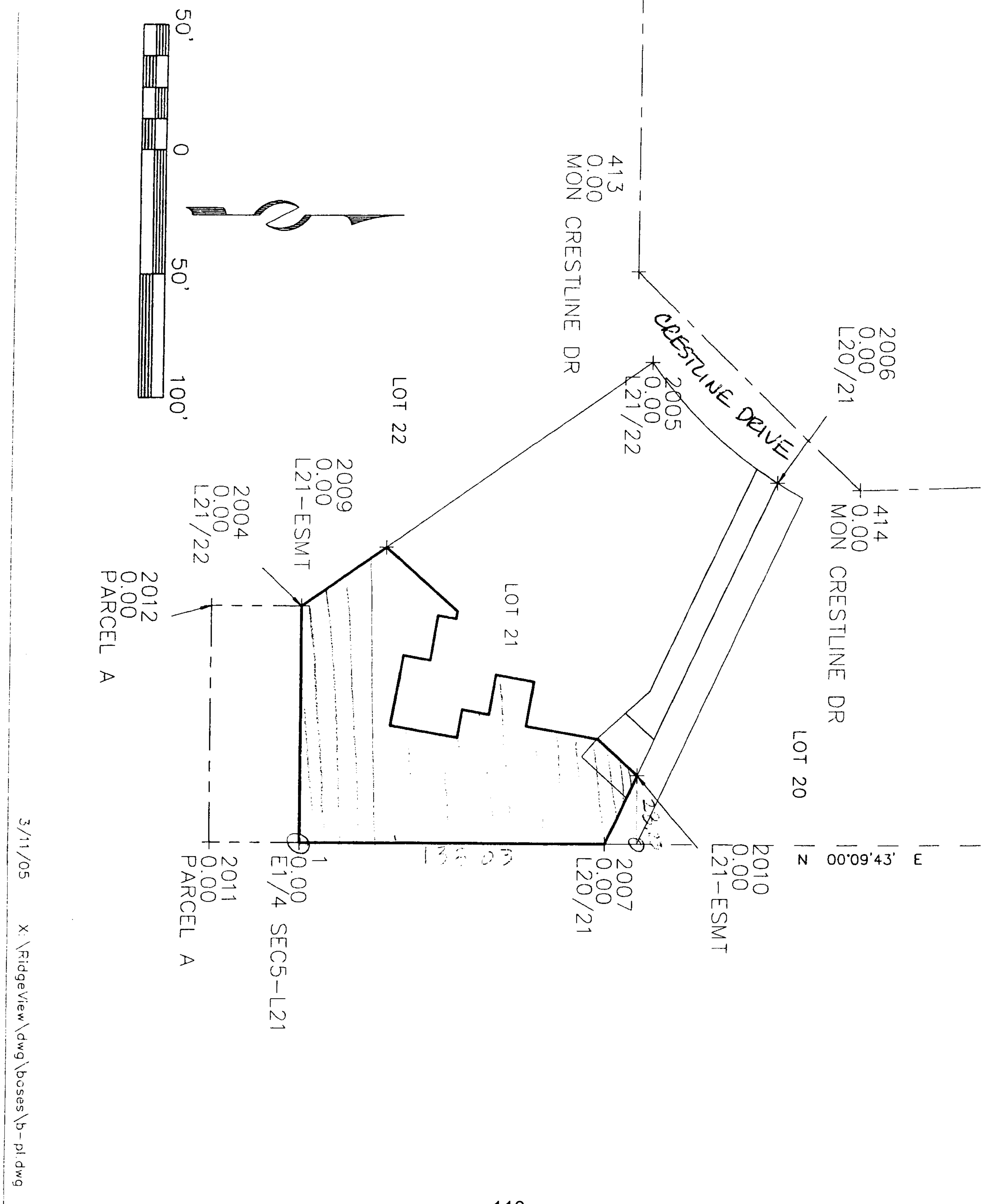
X:\Ridgeview\Docs\Desc\4-esmt-lot21-d.doc

tie ✓

[illegible]

[illegible]

EXHIBIT C



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City Council
Staff Report

Author: Alison Butz
Subject: Park City/Summit County Arts Council
Date: May 26, 2005
Type of Item: Administrative – Lease Authorization

PARK CITY 1884

Special Events and
Facilities Department

Summary Recommendations:
Staff recommends that Council approve the lease of the Old Park City Library to the Park City/Summit County Arts Council for use of the space by the Park City Professional Artists Association.

Description:
Topic:
The Park City Professional Artists Association approached the City Council requesting to rent the Old Park City Library Space until September 30, 2005.

Background:
Jans approached the City requesting termination of their lease, in the street level of the Old City Hall Building on Main Street. Jans secured a new space on Main Street before the lease was set to expire on September 30, 2005, and will move out on May 31st.

The Historical Society's lease and expansion plan includes the 1,566 square foot space. The Historical Society will occupy the space as planned on October 1, 2005. They have no current use for the space this summer.

The Park City Professional Artists Association (PCPAA) approached the City Council requesting a four-month lease for the Jans space. The PCPAA has occupied other space on Main Street in previous years, and operated a co-op gallery with local artists. The PCPAA believes their use of the space would promote the Council's goal of Cultural Tourism. The PCPAA have agreed to have a demonstrating artist; 2) taking a survey of customers; and 3) a statement on the window that gives credit to the City for their sponsorship.

The Park City Professional Artists Association is a group of Summit & Wasatch County's visual artists who promote and encourage Professionalism; Production; Exhibition; Education; Networking; Camaraderie and the growth of the visual arts of our members for the benefit of our community. The PCPAA is an organizational member of the Park City/Summit County Arts Council. Lease of the space will be under the umbrella of the Park City/Summit County Arts Council.

Issues:
The Park City Historical Society will occupy the Old Park City Library space as of October 1, 2005. The termination of Jans' lease on May 31st will leave the space vacant for four months. Leaving the space vacant through the summer would not satisfy City Council's goal of promoting Park City as a multi-season destination resort community.

Termination of Jans lease in May leaves the City in the position of filling an empty space for a four-month duration. The PCPAA's proposal to lease the space and occupy it as an art gallery for local artists fosters visual arts in Park City. The gallery use also meets Council's goal to promote Cultural Tourism and would be an incubator for local artists.

PCPAA offered to conduct surveys and gather information from Main Street visitors. This offer fulfills a need to understand what the local visitor does while in Park City during the summer.

The PCPAA have agreed to occupy the space immediately. PCPAA and the Park City/Summit County Arts Council signed an MOU outlining the terms for use of the space, and coordination of the gallery operation and sales.

ALTERNATIVES

A. Recommend approval of the lease for the Park City/Summit County Arts Council for PCPAA use of the space, thereby allowing the use of the Old Park City Library as a gallery for the summer of 2005.
B. Modify terms of the lease and approve in order to allow for the use of the Old Park City Library as a gallery for the summer of 2005.
C. Recommend denial of the lease.
D. The City Council may continue the action for more information and discussion.

Significant Impacts:
The lease for the Park City/Summit County Arts Council for PCPAA use of the space will reduce the amount of rent the City will receive for the space.

Consequences of not taking the recommended action:
Jans will vacate the space on May 31, 2005 leaving an empty storefront during the summer season.

RECOMMENDATION:
Staff recommends that Council approve the lease of the Old Park City Library to the Park City/Summit County Arts Council for PCPAA use of the space.

Exhibits
Exhibit A – Lease Agreement between the Park City/Summit County Arts Council and Park City Municipal Corporation

LEASE AGREEMENT

PARK CITY SUMMIT COUNTY ARTS COUNCIL AND
PARK CITY MUNICIPAL CORPORATION

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as "Landlord") and Park City Summit County Arts Council (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Park City will lease to the Park City Summit County Arts Council surplus space in the Old City Hall. The parties agree as follows:

1. Property. The property leased is the Main Street level of the Old Park City Library, having a street address of 524 Main Street, Park City, Utah. The space contains approximately One Thousand Fifty-Six (1,056) square feet.

2. Term. The Lease shall have a term of four (4) months commencing on June 1, 2005. The property being leased is surplus municipal space at the present time, but may be required for municipal purposes by Landlord. At any time, Landlord may give the Tenant thirty (30) days written notice to terminate this Lease. No option for renewal or extension is granted.

3. Rent.

(1) Rate: One Dollar ($1.00) for the term of the Lease.

(2) Payments: Rent shall be due on June 1, 2005, and is past due if not paid by the tenth (10^{th}) of the month

(3) Security Deposit: Prior to occupying the Property, Tenant shall deposit with Landlord a refundable security deposit of Two Thousand Dollars ($2,000.00) to secure Tenant's faithful performance of the terms of this Agreement. Within thirty (30) days after Tenant has vacated the Property, or within fifteen (15) days after receipt of Tenant's new mailing address (extended to 30 days if there is damage to the Property), whichever is later, Landlord shall either return the refundable security deposit or provide a written notice explaining why the deposit is being retained pursuant to Utah Code Ann. § 57-17-1 through -3. Landlord may use the security deposit for cleaning the Property, for any unusual wear and tear to the Property, and for any rent or other sums owed pursuant to this Agreement.

4. Utility Services. Tenants shall be responsible to pay for all utilities including but not limited to natural gas, electricity, telephone, sewer and water for the leased space. If the utility is separately metered, Tenant will establish an account in its own name. If any utility is not separately metered, the Tenant shall be responsible for payment for the utility and will pay $300.00 per month for the utilities, which the Tenant agrees, are reasonably related to the utility usage for the leased space:

Utility payments are additional rent and deemed a part of the rental due. Failure to pay for utility service is a default in the payment of rent.

5. Prohibited Uses. The Tenant will use the leased space for the sale of art only through the Park City Professional Artists Association as outlined in a Memorandum of Understanding between the two organizations.

6. Telephone. The Tenant will install its own telephone in the lease space and will not have its calls tied into the Landlord's switchboard in any way. Any specialized telephone wiring will be done at the Tenant's expense.

7. Insurance. The Tenant will provide insurance at its expense covering its contents against loss through theft, fire, vandalism or similar casualties. The Landlord will maintain insurance on the structure for the replacement of the building itself, and the contents of the building owned by the Landlord. The Landlord also carries a public liability policy insuring it against claims of personal injury on Landlord's property. The Landlord's policy does not cover the Tenant's employees or patrons who are on Landlord's property exclusively for the purpose of doing business with the Tenant. The Tenant agrees to include the lease premises in its comprehensive property liability policy and will obtain a certificate of insurance for Park City Municipal Corporation and the Municipal Building Authority of Park City and evidencing coverage as to any person on the premises as a result of Tenant's business or activities. It is the purpose of this provision to protect the Landlord from liability or allegations arising out of the Tenant's use of the Landlord's property.

8. Rent Commencement Date. This Lease shall commence on June 1, 2005 and the term of the Lease shall begin on that date. The Lease shall expire on September 30, 2005.

9. Tenant Improvements. The space is being leased to Tenant in a completely finished state. Electrical work is complete. The space is heated and plumbed. Any additional interior finish desired by the Tenant and approved by the Landlord in writing is the responsibility of the Tenant, with no allowance made for the costs of Tenant improvements unless agreed to by Landlord in writing. At the termination of the Lease, all Tenant improvements become the property of the Landlord.

10. Liens. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord receives notice of any such lien against the property, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by Landlord in the defense or discharge of any liens on the property.

11. Signage. Tenant shall be entitled to install a sign on the front of the building. The sign shall conform to the Park City sign regulations in effect on the date the sign is installed. Landlord reserves the right to specifically review and approve or reject proposed signage on the building. Landlord's approval for signage will not be reasonably withheld, so long as the sign meets the requirements of the Park City sign code, the historic nature of Main Street and conforms with the architectural detailing of the building. Signage shall be removed at the termination of the Lease, and Tenant shall be responsible for all costs associated with the installation, maintenance and removal of signage.

12. Assignment/Sublease. No assignment or sublease of the property is allowed.

13. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or fails to pay additional rent as billed for, or violates or breaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or in equity:

(a) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments and additional rent due within ten (10) days, or quit the premises within fifteen (15) days;

(b) Landlord may permit the Tenant to remain in possession and sue for the installments and additional rent that are past due;

(c) Landlord may re-let premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstance, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstance;

(d) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the premises, and any re-letting by Landlord is on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

14. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord has leased the premises from the Municipal Building Authority, and that Tenant's possessions will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease.

15. Maintenance. The Landlord shall be responsible for all structural maintenance of the premises, including the rood, foundation, structural members, and

exterior wall surfaces. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures, heating and lighting, janitorial service, and glass maintenance (both cleaning and replacement in the event of damage), which is within the leased premises or solely, services the lease premises. Landlord shall be responsible for mechanical systems, which serve portions of the building other than, or in addition to Tenant's space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance and snow removal shall be Landlord's responsibility.

16. Access to Other Spaces. Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's Space as reasonably necessary to maintain the structure and to service common utility facilities. Landlord shall have the right to inspect the leased space during the Tenant's normal business hours.

17. Force Majeure. This lease agreement shall automatically terminate upon any holding, interpretation, or determination by a Court, legislative, or administrative body that Landlord may not lease to a private law firm or similar establishment or that the bonds issued by Park City Corporation or the Municipal Building Authority will not qualify as tax exempt if the property is leased to a private entity.

18. Increased Insurance Risk. Tenant will not permit said premises to be used for any purpose which would render the fire insurance on the building or the premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises of the same general type as those covered by this Agreement.

19. Care and Repair of Premises by Tenant. Tenant will inspect and accept the Premises for the purposes of this agreement prior to taking occupancy. Tenant will not commit any waste on Premises nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements or weakening the structure on the leased premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Lease. Tenant is responsible for obtaining all necessary permits and Historic District Commission approvals, and paying all fees, required for any proposed renovation.

20. Damage or Destruction. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the premises without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If such damage or destruction shall render the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the premises restored. If the damage or destruction shall be of which may require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this lease by written notice to the other within thirty (30) days after the occurrence of such damage or destruction.

21. Surrender of Premise. Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted.

22. Hold Over. Should Tenant hold over the leased premises or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, such holding over shall constitute a tenancy at will, and Tenant shall pay as monthly rental the same monthly rental provided for herein.

23. Indemnity. Tenant covenants and agrees to indemnify and hold Landlord harmless from all claims, loss damage, injury or liability (hereafter "liability") resulting from Tenant's use and occupancy of the leased premises to the full extent provided in the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any liability resulting from acts or omissions of Landlord, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. § 63-30-1, et seq.). The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act.

24. Default/Termination. If the Landlord determines that Tenant is in default of the observance of any of the covenants of this Agreement or other cause determined by Council, it shall give Tenant notice of the alleged default, and a reasonable period of time, not less than thirty (30) days nor more than sixty (60) days, in which to cure the default. If Tenant fails to cure the default, this lease shall terminate. Tenant will immediately become a Tenant at will of the Landlord, and the Landlord may demand possession of the space upon ten (10) days written notice, or, at the Landlord's option, the Landlord may increase the rental to the fair market value of the space until Tenant has vacated it, and state a date certain by which the space must be vacated. The Tenant may terminate the lease with no penalty, prior to its expiration, by giving the Landlord thirty (30) days written notice.

25. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or

property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

26. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.

27. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein contained.

28. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of and be binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

29. Security. The Tenant is entitled to put a lock on the door to its space, provided the Landlord is given a key for reasonable access and building is completed for the day, and the Tenant shall have the obligation of checking all exterior doors at the conclusion of each day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights and radiators should be turned off at the conclusion of the Tenant's use each day.

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

DATED this 26th day of May, 2005.

City Council Staff Report

Author: **Alison Butz**
Subject: **Imperial Hotel**
Date: **May 26, 2005**
Type of Item: **Administrative – Review of the Management Contract**

Special Events and Facilities Department

Summary Recommendations:
Authorize the City Manager to enter into a management contract for management of the Imperial Hotel, with ResortCom from June 1, 2005 through April 30, 2006 in a form approved by the City Attorney.

Description:

Topic:
Requests for Proposals (RFP) for the Management of the Imperial Hotel.

Background:
The City purchased the Imperial Hotel in December 2003. Since December 2003, ResortCom International operated the facility as a Bed & Breakfast through a hotel management services contract. ResortCom received the contract through a RFP process and was scheduled terminate on April 17, 2005 unless extended by mutual agreement of the parties. The City Manager administratively extended the contract through April 30, 2005.

Staff recommends the City retain the Imperial Hotel for an additional eleven months to maintain the offer the City placed in response to the Air Force's RFI. The City submitted a proposal to the Air Force outlining the trade of the Imperial Hotel for the Red Maple Parcel. The City submitted the proposal in March 2004, and City Staff made a formal presentation in April 2004. The Air Force continues to postpone their decision.

The City issued an RFP for the management and operations of the Imperial Hotel and/or proposals for the lease of the street level commercial space. The RFP was issued on May 4th. Notice was placed in the Park Record, previous parties who had been interested in the contract were notified and copies of the RFP were sent to the members of the Park City Lodging Association.

The RFP stated that the City would consider a management agreement for the period of June 1, 2005 through April 30, 2006. The City also would consider proposals for operating the Hotel as a bed and breakfast inn, hotel, nightly lodging only with onsite management (part-time or full-time management) or nightly lodging with off site management.

The RFP for the commercial space stated that the City would consider a lease for the period of June 1, 2005 through April 30, 2006. The commercial space may be leased independent of hotel operations. Bids for the commercial space must be submitted in a separate proposal from the Hotel Operations. Hotel Operations interested in PCMC will consider proposals for retail or café/deli (pre-prepared food).

The City was contacted by two companies, besides ResortCom, interested in managing the hotel and one company was interested in the commercial space.

At 11:00am on Wednesday, May 18th the RFP responses were due to the City. The City only received one submittal and it was from ResortCom.

Issues:
The decision to retain ownership of the Imperial Hotel required the City to readvertise and select a management company to manage the Imperial Hotel.

The proposal from ResortCom was the only proposal received. While the RFP contained language to allow the City to reject all proposals, ResortCom's proposal is recommended by Staff for the following reasons:

- The proposal outlines a management fee to the City of $3,000 per month from June through November and $4,000 from December through April.
- They proposed on-site management and would look to hire new personnel to manage the property. They also proposed the following military rate:
  Off Peak:
  $75 per night, limited to availability
  Maximum of three rooms per night available at this rate during season
  Peak:
  $125 per night, limited to availability
  Maximum of one room per night available at this rate, during the season.
- Increased Sales and Marketing Plan focusing on the following multi-channels:
  - Internet and online reservations
  - Yield management for distressed inventory
  - Repeats and referrals
  - Multi-night stays during peak periods
  - Wholesaler and travel agent
- Redesign of the website at a cost of $4,000 to improve search engine outreach, online reservation capability
- Looking to improve the services of the property through Hotel Management graduates

The RFP required management companies to provide a military rate for the hotel. ResortCom included an off-peak rate which would run from May through November and a peak rate for December through April. The availability of rooms is limited, which means that ResortCom would put an allotment of military rooms aside for a particular period, and when these rooms were sold, they would close out the availablity of the rate. Therefore, every room thereafter would be available at a higher rate.

ResortCom intends to make several rooms available a day over certain dates, but for super peak periods, such as Christmas, Martin Luther King, Presidents Weekend, Sundance, there would be no availability.

Significant Impacts
By entering into a management contract with ResortCom for the management of the Imperial Hotel, the City maintains the viability of the Imperial Hotel as a functioning lodging property. This will in turn assist during the sale of the property if the trade with the Air Force does not move forward.

ALTERNATIVES
A. Approve the management contract between Park City Municipal and ResortCom International to manager the Imperial Hotel.
B. Reject all proposals and reissue the RFP.

C. The City Council may continue the action for more information and discussion.

RECOMMENDATION:
Authorize the City Manager to enter into a management contract for management of the Imperial Hotel, with ResortCom from June 1, 2005 through April 30, 2006 in a form approved by the City Attorney.

Exhibits
Exhibit A – Management Contract

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 18th day of December, 2003, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ResortCom International, a California limited liability company ("Service Provider").

WITNESSETH:

WHEREAS, the City recently acquired the historic Imperial Hotel, located at 221 Main Street, Park City, Utah (hereinafter The Imperial Hotel) and desires to operate The Imperial Hotel as a nightly lodging facility; and

WHEREAS, in response to City's request for proposals, Service Provider submitted a proposal to manage The Imperial Hotel; and

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

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). Fees for this Agreement shall be governed by the Fee Schedule provided at Exhibit A.

2. TERM.

The initial term of this Agreement shall commence on June 1, 2005 and shall terminate on April 30, 2006 unless extended by mutual written agreement of the parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made pursuant to the Fee Schedule attached hereto and incorporated herein at Exhibit A.

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

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the fee schedule attached hereto at "Exhibit A," or if none is attached, as subsequently agreed to by both parties in writing.

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

4. **REPORTS AND INSPECTIONS**.

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

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

5. **INDEPENDENT CONTRACTOR RELATIONSHIP**.

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

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

6. **SERVICE PROVIDER EMPLOYEE/AGENTS**.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

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

A. 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.

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

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

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

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

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

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

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

13. <u>CHANGES</u>.

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. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

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

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

15. **<u>POLITICAL ACTIVITY PROHIBITED</u>**.

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

16. **<u>PROHIBITED INTEREST</u>**.

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

17. **<u>MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS</u>**.

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

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

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

18. **<u>TERMINATION</u>**.

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

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

19. **<u>NOTICE</u>**.

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

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

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

21. JURISDICTION AND VENUE.

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

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

22. SEVERABILITY.

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

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

23. ENTIRE AGREEMENT.

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

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480

Park City UT 84060-1480

____
Dana Williams, Mayor

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

RESORTCOM INTERNATIONAL
404 Camino del Rio South, Fourth Floor
San Diego, CA 92108

Tax ID#: _________________________

____
John E. Small, Chairman

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of May, 2005, personally appeared before me John E. Small, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the Chairman of ResortCom International by Authority of its Bylaws/Resolution of the Board of Directors, and said Chairman acknowledged to me that said Corporation executed the same.

____
Notary Public

ResortCom INTERNATIONAL

May 10, 2005

Ms. Alison Butz
Special Events Manager
Park City Municipal Corporation
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

Dear Alison:

Please find in the foregoing pages our response to your RFP regarding the management of the Imperial Hotel at 221 Main Street, Park City, Utah.

1. Term of Agreement is to be from June 1, 2005 through April 30, 2006
2. ResortCom has several reservations capacities for the Imperial Hotel
   a. Direct with the Hotel
   b. Through our Web Site at Suite Getaways
   c. Through the Utah Bed and Breakfast Web Site
   d. Through our Reservations Offices in San Diego, Ca
   e. Through our sister resorts in Park City (Shadow Ridge Resort and Park Plaza Resort)
3. ResortCom International will continue to operate the Imperial Hotel as a Bed and Breakfast Inn, providing full hotel services to guests, which will include the following:
   a. On Site General Manager and Assistant
   b. Reservations Services
   c. Reception Desk (Guest Check In and Check Out)
   d. Housekeeping Services (Daily Maid Service and Check out Services)
   e. Maintenance Services and Support (On Site as well as local support)
      i. Snow Removal, General Maintenance and Repair
   f. Guest Services and Activities (Guest Receptions and Welcome Receptions, Après Ski during season)
   g. Breakfast Service (Full American Breakfast Provided to each Guest)
   h. Provision of Pre Purchased Travel Options to Guests as follows:
      i. Transfers to Park City from Salt Lake City Airport
      ii. Pre purchase of packages for Summer and Winter Activities
      iii. Provision of Equipment for summer and winter seasons including ski equipment and lift tickets which can be purchased in advance
   i. Security Service and On Site presence of fully capable management staff
   j. Support for On Site Management Staff in Park City through Staff back up of Shadow Ridge Resort and Park Plaza Resort.

ResortComm International
104 Camino del Rio South, Fourth Floor
San Diego, California 92108
Telephone: 1 619 683 247[illegible] Extension 1501 Fax 1 619 299 5900

4. ResortCom will source, recruit, interview and retain a competent and highly educated individual and assistant, to act as General Manager of the Imperial. We are currently looking at several Hotel School Graduates, to improve and upgrade the services of the property, providing we are selected.
5. The Marketing Plan for Imperial is provided in a separate addendum, titled **Addendum A, Sales and Marketing Plan, Imperial Hotel**. Included in the Marketing Plan is our proposal to offer special Military Rates for the Imperial Hotel.
6. In terms of the proposed lease amount, ResortCom is prepared to offer the following:
   a. From June through November $3,000 per month
   b. From December through April $4,000 per month
   c. This amount to be paid in advance of each month to Park City Municipal Corporation

Inasmuch as ResortCom is very motivated to continue to operate the Imperial Hotel, as well to have the opportunity to purchase the Hotel, we have also provided the following information to the Park City Municipal Corporation:

Name of Firm:

ResortCom International, LLC
404 Camino del Rio South, Fourth Floor
San Diego, Ca 92108
1 619 683 2470 extension 1501
1 619 209 5900 Fax
1 858 248 0919 Cellular Telephone
JSmall@resortcom.com email
John E. Small, Chairman

ResortCom International Corporate Overview

ResortCom International is the resulting entity in a corporate reorganization that included two sister companies – Resort Communications, Inc. a California corporation and International Resort Management, LLC, a California limited liability company. This reorganization took place on January 1, 2003.

Resort Communications has been in business since 1985. One of its primary products is loan servicing (mortgage servicing) on timeshare and fractional receivables and maintenance fee servicing generated from timeshare and fractional sales. Besides providing loan servicing and maintenance fee billings and payment processing, it also specializes in "Portfolio Management" (delinquency management and collections). Resort Communications has become known as the top performer of Portfolio Management for all of its clients (best performing portfolios – lowest delinquencies).

In order to expand its services in the marketplace, a sister company was formed in 2001 to specialize in Resort/Property management, Vacation Club/HOA management, Fractional and Condominium Management and Services, Reservations and Resort Property Rental and Marketing Services. By adding these additional services, ResortCom (the new combined entity) now provides 100% of the operational and back office services for a timeshare, fractional or mixed use resort developer. With the exception of building or selling real estate, we can do it all. A summary of the primary services offered by ResortCom International are as follows:

- Resort Management
  - Timeshare Resorts
  - Fractional Resorts
  - Condominium Resorts
  - Full Service Resort Properties
  - Mixed Use Resorts (Condominium/Townhouse/Hotel/Fractional/Timeshare)
- HOA/Club Management
- Reservations/Club Services
- Resort Rental Marketing (on behalf of owners or developers)
- Loan Servicing
- Portfolio Management (Collections)
- Maintenance Fee Billing and Collections
- Merchant Credit Card Processing
- Public Relations and Advertising Services
- Advanced Software Technology – Resort Manager

ResortCom maintains its primary headquarters in San Diego, California. It also has an office in Ft. Lauderdale, Florida (utilized primarily as a call center for East Coast clients and customers). ResortCom currently has 400 employees, 120 of which are in the San Diego office.

Market Niche and Clients

The primary markets served by ResortCom International have been Mexican and Caribbean based developers who sell or cater primarily to American and Canadian consumers. 90% of all of our transactions take place with U.S. and Canadian residents and all of these transactions are in U.S. dollars. In the past several years, however, ResortCom has added several resorts and developers with operations based in the U.S.

ResortCom International's Client list includes the following:

- World's Finest Resorts – Concierge Services
- Raintree Vacation Club/Club Regina – Loan Services and Portfolio Management
- Allegro Vacation Club – Full Vacation Club Management
- Universal Vacation Club – Full Vacation Club and Onsite Services Management
- Whiski Jack Resorts – Club Services
- Lady Luck Resort and Casino – Full Vacation Club Management
- El Cid Resorts – Financial Services and Portfolio Management
- Playa Del Sol Resorts – Full Resort, Financial and Club Management
- Playa del Sol Vacation Club – Full Vacation Club Management
- Mayan Palace – Credit Card Processing
- Park Plaza Resort – Full Resort Management, Financial Services and Reservations
- Playa Grande/Solmar – Financial Services and Portfolio Management
- Pueblo Bonito Resorts – Rental Program for Resorts and Montecristo Estates (HEF)
- Avalon Resorts & Vacation Club – Full Vacation Club Management
- The Villa Group Resorts – Full Resort, Financial and Club Management
- Villa La Estancia – Full Reservations, Club and Concierge Services
- Kona Reef Resort – Full Resort Management, Financial Services and Reservations
- The Imperial Hotel – Full Resort Management, Financial Services and Reservations

- Shadow Ridge Resort – Full Resort Management, Financial Services and Reservations
- Four Seasons Resorts – Exchange and Concierge Services
- The Hemingway's – Exchange and Concierge Services
- The River Club, Full Resort Management, Financial Services and Reservations

Managing Principals

Jeffrey S. Healy – President

Jeff Healy is a California C.P.A. Under his presidency, since 1998, Resort Communications (now ResortCom International) has become a leading provider of financial, administrative and marketing services to the resort, fractional and timeshare industry. Jeff is a results-oriented leader. His prior roles in the client position of developer and homeowner's association board member reinforce his company's capabilities to provide what a client needs.

Jeff's career began with KPMG Marwick, after graduating from San Diego State University with a B.A. in Accounting. An outstanding performer, within five years he was named Senior Manager specializing in real estate, banking and service industries. Jeff then served as Executive Director/CFO of The Villa Group. His role as Executive Director from 1993-98 was critical in the success of this major developer of Mexican resort and fractional properties. During his career, Jeff's innovative philosophy of portfolio management and financial services easily earned both his former employers and his present clients millions of dollars with increased revenue and decreased expenses. It is widely acknowledge that this financial acumen, along with Jeff's highly regarded information technology expertise have brought ResortCom and its growing client base to the 21st Century.

John E. Small, Chairman

Previously the President of International Resort Management (now ResortCom International), John E. Small has now taken on the title of Chairman of the new company. John has extensive background in the hospitality industry. For over 27 years, he has held key management positions at some of the worlds leading properties including the Shangri La Hotel - Singapore, Block Hotels - Africa, Sun City Resort - South Africa, Sugarbush Resort - Vermont, and Sitmar Cruises, Royal Viking Line and Princess Cruise Lines. While under his management, these entities received worldwide recognition for being industry leaders.

Most recently, John was Senior Vice President of RCI, and Chief Operating Officer of RCI Management, which provides resort management services. During his time as Chief Operating Officer with RCIM, he was instrumental in growing RCIM from 19 resorts to over 43, in three and one half years. During his tenure, John dramatically improved the profitability of the company, as well as winning over 40 ARDA awards, - most notably the coveted ACE Employer Award as the Employer of Choice for the Timeshare Resort Industry. Also during that time, John was successful at writing and designing RCI's business plan for the high-end fractional market (The Private Residence Club).

ResortCom International feels that given its' two previous years of experience in marketing, promoting and managing the Imperial Hotel, the coming year will be much more successful overall. We have learned a great deal as well about Park City, from our management of the Park Plaza Resort and Shadow Ridge Resort. Both of those resorts will provide valuable back up to the Imperial, and support from a staffing and manpower point of view, so that there will never be any interruptions in service at the Hotel.

Scope of Services Provided

ResortCom intends to continue to manage the Imperial on a very personalized level, providing excellent service and value to all guests of Park City and of the Hotel. We believe that we have provided an outstanding level of commitment to the Hotel for the past year, and will continue to add value to Park City and to the Chamber of Commerce, through our active involvement and support of all programs offered by the City to promote the town and the destination. We have demonstrated our involvement in the past and will continue to do so even beyond the term of this contract, due to our involvement and stake in the town through our other two properties.

In addition, we have a very active sales and marketing presence in Park City through our Sales Manager, Ms. Lauren Parish (which we expect to continue and to expand) as well as through our involvement in local Tourism initiatives and Lodging Associations, and our active support of all three Ski Mountains in the destination.

Finally, we will continue to network among our three properties, to take on added capacity through our three resorts (including the Imperial Hotel) so that when one is running at full occupancy, we refer guests and visitors to either of the other two, thereby assuring maximum occupancy at all three.

Operating Pro Forma (Addendum B)

The Operating Pro Forma is attached as Addendum B to this Proposal

Proof of Ability to Secure Insurance

The Imperial Hotel will be insured through ResortCom Internationals General Carrier. The details about this insurance are attached in **Addendum C**

Names, titles, experience of the personnel who will be assigned to the Imperial Hotel:

John E. Small, Chairman (in preceding outline)

Michael C FitzGerald, Director of Sales and Marketing

> Mike is a 30 year veteran of Hotel Operations, Sales and Marketing for the hospitality industry. He has worked internationally his entire career, all successfully and has held positions as Managing Director, Vice President of Operations, Director of Operations and General Manager of Hotels and Resorts. In addition, he has been the Director of Sales and Marketing for 34 hotels, resorts and casinos in South Africa for Sun International, the Southern Hemispheres most successful Hospitality and Gaming Organization.

Hannah Yeo, Sales and Marketing Manager

> Hannah has had over 9 years of experience in Administration and Management as Manager of Reservations, Marketing Manager, Client Services Manager and currently Sales and Marketing Manager for ResortCom's marketing and sales division, Suite Getaways.

Lauren Parish, Sales Manager, Park City

Lauren has had extensive hotel and resort experience as a Front Office Manager for High Mountain Properties (prior to their insolvency) and as Sales Manager for Suite Getaways, ResortCom's sales and marketing entity.

Brett Ryall, General Manager, Park Plaza

Brett Ryall is a degreed Hospitality Executive, with may years of Hospitality experience, namely with Doubletree Resorts, Holiday Inns and currently as the General Manager of Park Plaza Resort in Park City.

Nicole Scaglione, General Manager, Shadow Ridge

Nicole is a well experience Hospitality Executive in Park City, having worked for the Yarrow, the Radisson and Shadow Ridge, in key management positions. Recently Nicole was appointed as the General Manager of Shadow Ridge, and has earned both a undergraduate degree and a master's degree in Hotel Management.

General Manager of The Imperial Hotel, (to be named)

Client References are as follows in Addendum D

Client Listing and References

1 Executive Summary

The Imperial Hotel is a 10 room Bed and Breakfast establishment ideally located on Historic Main Street. The key going forward for the Imperial Hotel will be to implement a sales & marketing plan focusing on the following multi – channels:

- Internet & online reservations
- Yield management for distressed inventory
- Repeats & Referrals
- Multi-night stays
- Wholesaler & Travel Agent

2 Internet

The only statistical analysis of B&B's was done by PAII (Professional Association of Innkeepers International). Their survey shows the Internet as the source of 45 – 50% of B&B reservations, with unofficial anecdotal figures running closer to ***80 – 90%.*** To reach this market, ResortCom will take the following approach:

1. ***Redesign the website***
2. ***Provide online reservation capability***
3. ***Drive traffic to the site***

Redesign the site.
Having a well designed web presence is imperative. Therefore, ResortCom will redesign the website so that it is more appealing to the visitor to convert lookers to bookers.

Cost to redesign the site: approximately $4,000

Provide online reservation capability
Many travelers, especially the B&B guest, clearly want to be able to book their accommodations online. ResortCom has developed software that enables potential guests to book and pay for their reservations in real time. Additionally, ResortCom now has the ability to package this reservation with air, offering a complete vacation to the potential guest.

Driving Website Traffic

Promoting the website: It is not enough to simply have a website. A strong presence entails having a solid search engine optimization (SEO) program in place. To increase Imperial Hotel's ranking online, ResortCom will implement the following SEO campaign:

- Design the new website so that it contains copy with marketable keywords and search phrases.
- Implement Meta tag html code into the website
- Add additional keywords that search engines can only see to help with placement.
- Submit website to the top engines, directories, and indexes
- Proactive link building
- Proactive submission to new resources
- Affiliate marketing
- Traffic tracking and analysis

Promoting the hotel through Directories: ResortCom will launch a marketing campaign to promote the hotel by listing it in the following B&B directories.

Bed & Breakfast Directories & Destination Websites
www.bedandbreakfast.com
www.bnbfinder.com
www.bnbstar.com
www.bbonline.com
www.lanierbb.com
www.myinns.com
www.ibbp.com
www.bbinnsofamerica.com
www.tripadvisor.com
www.theinnkeeper.com
www.bnblist.com
www.pcinfo.com

Additionally, ResortCom will list Imperial's inventory in the following online travel portals.
www.iloveinns.com
www.bnbinns.com
www.vacationspot.com

Pay per click (PPC) campaigns
Originated by Overture and now widely used by Google, Yahoo and other search engines, in pay-per-click advertising, there is a cost only when a visitor clicks through to the website from another site. Advertising costs are determined by online bidding in a live auction format. ResortCom will participate in PPC internet marketing to increase visitation to the Imperial's new website.

3 Yield management, Special Rates & distressed inventory.

ResortCom will focus on selling unsold inventory during the slower times of the week (Sunday through Thursday) and quieter times of the year. Additionally, ResortCom will offer special rates to special interest groups such as the military. Strategies to move this inventory are:

- Using directories such as www.bedandbreakfast.com to list "Hot Deals and Specials".
- Niche marketing through the internet to special interest groups (i.e. couples, bikers, quilters, fly fishermen, seniors, and military to name a few).
- Creating themed specials to create excitement during the quieter times of the year (e.g. Girlfriends Getaways, Senior Specials, Romance Specials, Free Gas promotions, Food Glorious Food etc).
- Offering specials rates to the **military**.

  ResortCom International will be able to extend the special rate of $75 per night to the military. However, in order for ResortCom to operate the resort at a profit, we must restrict the rate as follows:

  Off Peak:
  - $75 per night, limited to availability.
  - Maximum of three rooms per night available at this rate, during the season.

  Peak:
  - $125 per night, limited to availability.
  - Maximum of one room per night available at this rate, during the season.

  The above mentioned terms will ensure we do not dilute the average daily rate too much so that it becomes un-profitable to operate the property. At the same time, ResortCom will be flexible to modify the terms if there is sufficient un-reserved inventory. Exceptions will be handled on a case by case basis.

4 Repeats and Referrals

The repeat B&B guest is the ideal guest. The cost of re-acquiring them is more effective than finding a new guest. ResortCom will launch a campaign by sending e-newsletters to previous guests with the following offers.

- Gift certificates good for off-season discounts that they can use or pass along to friends.
- Gift certificates to upgrade return guests when the room is available
- Gifts to repeat guests (such as a logo mug)

In addition, Imperial Hotel will benefit from referrals from the Park Plaza Resort & Shadow Ridge Resort which often sell out in the winter months as a result of the sales & marketing efforts of the sales team in place for those properties.

5 Multi-night stays

ResortCom will institute minimum night stays during the peak periods to take positive steps to increase the average length of stay as well as increase the revenue per available room. Minimum night stays will be enforced during the following peak periods:

- Thanksgiving weekend.
- Christmas & New Year Weekend
- Sundance
- President's Weekend
- Easter
- July 4th
- Art's Festival

6 Wholesaler & Travel Agents

Sales: ResortCom has relationship with key wholesalers and travel agents. It will introduce the Imperial Hotel to its existing client base so that the Imperial Hotel can take advantage of the relationships and distribution channels. It will also focus and reward those wholesalers and travel agents who produce the highest yield and revenue for the hotel.

ResortCom current has relationships with the following wholesalers and tour operators:

Accommodations by Park City
Aspen Ski Tours
Certified Vacations
Condo Vacation Concepts
Condosaver
Crystal Holidays
Dallas Ski Club
Expedia
Hotels.com
Lexington
Liberty Gogo
Moguls
Mountainwaves
Orbitz
Park City Lodging Connection
Park City Mountain Resort
Ski Tour
Ski West
Ski Wild West
Travelocity
US Ski Lodging
Vacationspot
VPL Vacations
Wingert Riesen

Ski Groups: In addition to the wholesalers, ResortCom has developed relationships with ski groups that return to Park City year after year. Though the ski groups general require larger blocks of space, ResortCom will start to offer the Imperial to the smaller ski groups that visit Park City.

7 Sales & Marketing Team

The key to executing the plan can be summarized as:

- Invest in a strong online strategy to **increase internet bookings.**
- Achieve a new revenue stream through **yield management and by offering special rates for distressed inventory** during quieter months.
- Build a program incentivizing **repeat guests and referrals.**
- Introduce Imperial to ResortCom's **top producing wholesalers.**

Execution of the Sales and Marketing Plan will fall under the responsibility of the following team.

Michael C FitzGerald, Director of Sales and Marketing

Mike is a 30 year veteran of Hotel Operations, Sales and Marketing for the hospitality industry. He has worked internationally his entire career, all successfully and has held positions as Managing Director, Vice President of Operations, Director of Operations and General Manager of Hotels and Resorts. In addition, he has been the Director of Sales and Marketing for 34 hotels, resorts and casinos in Southern Africa for Sun International, the Southern Hemispheres most successful Hospitality and Gaming Organization.

Hannah Yco, Sales and Marketing Manager

Hannah has had over 9 years of experience in Administration and Management as Manager of Reservations, Marketing Manager, Client Services Manager and currently Sales and Marketing Manager for ResortCom's marketing and sales division, Suite Getaways.

Lauren Parish, Sales Manager, Park City

Lauren has had extensive hotel and resort experience as a Front Office Manager for High Mountain Properties (prior to their insolvency) and as Sales Manager for Suite Getaways, ResortCom's sales and marketing entity.