PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 12, 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 12, 2005.

Work Session – City Council Chambers

3:30 p.m. Council questions/comments

3:45 p.m. Budget overview:
- Capital projects
- Water rates
- Impact fees

5:30 p.m. Review of regular meeting
- Union Square Development Agreement
- Other meeting questions/comments

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 THE MEETING OF APRIL 28, 2005

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

2. Wasatch Back Relay Master Festival License to be held June 18, 2005

3. Peace House Fundraiser Master Festival License to be held at City Park on June 28, 2005

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

VI CONSENT AGENDA

1. Master Festival License for the Park City Cycling Festival to be held from June 17, 2005 – July 2, 2005

2. Wasatch Back Relay Master Festival License to be held June 18, 2005

3. Peace House Fundraiser Master Festival License to be held at City Park on June 28, 2005

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

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

6. Lease amendment for Jans LTD providing termination on May 30, 2005

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

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

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

VII NEW BUSINESS

Ratification of the Union Square Master Planned Development Agreement

VIII PUBLIC HEARING

1. Resolution amending Section 2, Water Fees, of the Park City Fee Resolution increasing user rates

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

IX ADJOURNMENT

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

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

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

May 2005

9 *Taxi meeting – Council Chambers – 6 p.m.*
12 Kay gone
17 *Talisker presentation – Park Hotel – 5-7 p.m.*
19 Marianne gone
Budget – work and public hearing
Outdoor display of merchandise – work - Jon and Amy
Agreement to extend water certificate Rossman - New Business
26 Ordinance – 909 Park Avenue Plat Amendment
Ordinance 1414 Empire Avenue plat amendment
Continuation of hearing on an Ordinance approving a subdivision plat for the Village at Empire Pass, West Side, Pod A, Park City, Utah
Continuation of hearing Ordinance – 2300 Deer Valley Drive East, St. Regis Resort Deer Crest record of survey plat
Award of contract for resurfacing the tennis courts at the RC - Ken
Arts Festival MFL and City Services Agreement - consent
Municipal Code Amendments, Title 12, Sign Code – Kirsten/Ray
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 – Kirsten and Pat
Budget – work and public hearing
30 *Memorial Day*

June 2005

2 Taxi licensing – work - Lloyd
Budget - work and public hearing
Adoption of tentative budget
9 Budget – work and public hearing
Adoption of final budget
14-17 *Innovations in Local Government - Sarasota*
16 **No meeting**
25-28 All America Cities – Atlanta
23 **No meeting**
30

July 2005

7
14
21
25 *Pioneer Day*
28 **No meeting**

August 2005

4
11 **No meeting**
18
25

Pending Items:
General Plan Update – May/June
Regional bus service SLC - work
Water Service District – Grant of easement from Iron Mountain Associates
Transit Center Land Match Resolution – Gary
CDBG preliminary hearing – July
Garbage cans

City Council
Staff Report

Author: **Gary Hill**
Subject: **FY 2005 Revised Budget, FY 2006 Budget, and FY 2007 Fiscal Plan**
Date: **May 12, 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 5th, staff presented the City Manger's Recommended Budget (Tentative Budget) to City Council. The discussions on the 5th included some of the following:

- An overview of the Tentative Budget, including revenues and expenditures;
- The City's Financial Health Indicators
- Public Service Contracts
- The proposed Destination Tourism Joint Venture
- The Pay Plan
- Council Compensation

Analysis:
On May 12th, staff will present information on the City Capital Improvement Program (CIP). Topics for discussion will include the following:

(1) Prioritized list of CIP Projects

(2) Quinn's Junction

(3) Downtown Projects

(4) Other New Projects

(5) Impact Fee Update
-Public Safety
-Parks
-Roads

(6) Water Rates

CIP Projects by Alternative

Attachment A is a list of all Capital Improvement Projects by alternative. These rankings relate to the Alternative Matrix presented below as Figure 1. The alternatives are additive, meaning that each alternative includes the projects from the prior category as well. The alternatives range from Status Quo (the accomplishment of ongoing projects only) to Maximum (completing all projects).

Characteristics of Alternate Capital Programs

	Alt. #1	Alt #2	Alt #3	Alt #4	Alt #5	Alt #6
Characteristics	**Status Quo**	**Enhanced**	**Expanded**	**Accelerated**	**Aggressive**	**Maximum**
Number of Projects	fewest	low	moderate	significant	higher	highest
Total Spending	little increase	some increase	moderate increase	major increase	major increase	highest increase
Funding & Financing	use of existing funds only	existing + conservative new streams	existing + noted new streams of ?	existing + noted new streams - including SID	existing + noted new streams - including SID	use of tax increases
Management Strategy	existing staff + some contract / consultant help	existing staff + some contract / consultant help	moderate use of new staff/ contract help or consultants	moderate use of new staff/ contract help or consultants	significant use of new staff, contract or consultant help	significant use of new staff, contract or consultant help
Community Impact	low	moderate	high	very high	very high	highest
Highlights	- least impacting	- adds necessary improvement projects, not of large category	?	?	?	- most impacting
	- CIP baseline		?	?	- relocated utilities introduced	- most aggressive
	- most conservative approach			?		

This year's CIP Committee consisting of Colin Hilton, Jerry Gibbs, Lori Collett, Eric DeHaan, Ken Fisher and Gary Hill reviewed several new budget requests in addition to making several reprioritization adjustments to the projects approved by Council last year. The committee is again recommending an accelerated funding strategy that targets some use of existing 5-Year CIP funds. Staff anticipates a healthy transfer from the General Fund to offset some of these projects.

Below is a summary of the major capital projects and changes listed in the City's Capital Improvement Program. A description of each project can be found on Page 226 of Volume II under the Capital Improvements tab.

Quinn's Recreation Complex

The Quinn's Recreation Complex has two components: The Ice Facility and the Fields Complex. Construction is underway with completion of the Ice Facility scheduled for February 2006 and Phase I of the Fields component by July 2006.

Ice Arena – The total cost of the Ice Facility is projected at $5.86 million ($1 million of which is attributable to support of the Fields Complex). $4 million is funded through voter approved General Obligation bonds ($2 million by Park City Municipal Corporation and $2 million from Snyderville Basin Special Recreation District). $860,000 remains unfunded. The unfunded amount will be used to provide finishes and other non-essential components of the building (such as additional locker rooms) and is recommended to be phased in when fundraising efforts have been secured.

Fundraising efforts will focus on corporate sponsors. The search for corporate sponsors for the Ice Facility is consistent with other publicly-owned sports complexes across the country. This venture will be led by private individuals with a focus on sports and/or corporate sponsorship not currently active in the Park City area. This intentional focus was developed in order to avoid competition among current funding sources of local nonprofit organizations.

Recreation Fields

The Fields 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, a stand alone restroom building, and a portion of the Ice Facility that will provide restrooms and concessions for the Fields Complex ($1 million cost included in $5.86 million Ice Arena budget).

Phase II is not scheduled to begin until at least April 2008 with an anticipated cost of $2,025,000. Funding of $625,000 has been identified from the sale of the Imperial Hotel, with the remainder of $1,400,000 unfunded in the tentative budget. Phase II projects include the following major items:

- Artificial Turf Field - $600,000
- Permanent Bleachers - $125,000
- Maintenance Building - $350,000
- Complete Trail Network - $125,000
- Lighted Fields - $200,000

Additional Quinn's Infrastructure Costs

In addition to the projects mentioned above, the tentative budget includes funding for several additional costs associated with the construction and maintenance of the Quinn's Complex. These include:

- $150,000 for upsizing a 8" water line from Fairway Hills to the National Ability Center,
- $100,000 for a sewer line connection to the Recreation Complex,
- $50,000 for Maintenance Equipment in FY2007, and
- $60,000 for IT infrastructure that will connect the Quinn's Complex with the City IT Servers.

Combined, the total capital project costs associated with the Quinn's Recreation Complex is $11.9 million dollars with $2,260,000 of that amount unfunded at this time. Table 1 shows a summary of costs associated with the Quinn's project.

	Budget	Unfunded Amount	Construction Begins
Ice Facility (w/ Fields Support)	$5,860,000	$860,000	Underway
Fields Complex - Phase I	$3,673,498	$0	Underway
Additional Projects	$360,000	$0	July 2005
Fields Complex - Phase II	$2,025,000	$1,400,000	April 2008
Total	**$11,918,498**	**$2,260,000**	

Table 1 – Quinn's Recreation Complex Projects

Downtown Improvement Projects – During the last budget deliberations, there were four components to the overall plan for Downtown Improvements: Parking Structure, Town Plaza, Police facility, and the Marsac Renovation. Funding for each of these projects was approved last year. During the design phase, it was determined that the Police Facility was not suitable to fit into the Downtown area and was subsequently moved to the Snowcreek site. The overall strategy for comprehensively planning the Downtown area remains, with a phased construction process that will take the next three years to complete in its entirety.

Parking Structure – This project phase will be complete by December of 2005. The parking structure will add 303 new parking spaces to the downtown area, with a net gain of 277 after factoring lost surface parking spaces. Construction will cost $5.75 million with an estimated $500,000 in soft costs (design, engineering, etc.) All of these funds were approved in last year's budget. A total of $6.4 million from Sales Tax Bond revenue is shown in this year's tentative budget. The additional $125,000 will be used for pedestrian improvements and finishes in the downtown area as outlined in the Sales Tax Bond resolution adopted on April 28, 2005.

Town Plaza and Pedestrian Improvements – As a future Phase of the Downtown Improvements, much additional planning and community discussion remains to be done. Discussions with the United States Postal Service will determine the final "footprint" of space available to design a pedestrian plaza within. Initial improvements will entail relocating overhead utilities and consolidating trash compactors. Funding is set at $2.5 million dollars. It is likely that the planning and design phase will occur from the Summer of 2005 until Spring 2006. Work could commence as early as 2006, but might be as late as 2007.

Marsac Building Renovation - $2.75 million is budgeted for the seismic upgrade and required building renovation work. This will not commence until the Police Facility is built and moved into by the Police Department. It is anticipated that the renovations will begin in April 2007.

Prospect Avenue - Reconstruction of Prospect Avenue is currently funded in the amount of $1.2 million. Work is planned to begin in April 2006.

Police Facility - The new Police Facility is scheduled for construction in 2006 with a construction cost of $3.5 million dollars. It is likely that the planning and design phase will occur from Summer 2005 until December 2005, with an anticipated start of construction in April 2006. Funding for construction is from the Sales Tax Bond issued last month. $130,000 in annual debt service will be paid from impact fees as discussed in early April. An additional $100,000 from the General Fund is recommended in FY 2007 for furnishing the building.

When the construction budget for the Police Facility was approved last year, a site location had not yet been determined. City Council conceptually approved the Snow Creek parcel on SR 224 as the appropriate location earlier this year. The Snow Creek parcel was purchased by the Lower Park Avenue RDA in 1998. RDA law prohibits the use of RDA funds for "municipal buildings," so the City will need to reimburse the RDA for the portion of the Snow Creek parcel upon which the Police Facility will be sited. Staff has calculated this cost to be $271,154 (including 5,000 sq. ft. proposed for another tenant). This is included in the Tentative Budget as CIP #836 and will be funded with interest earnings and anticipated revenue from another tenant.

New Projects and Other Significant Changes

Attachment B is a summary of new projects requested through out the last year. A few of these (**813** - Retaining wall at Sampson Ave, **815** - Deer Valley Drive Neighborhood enhancements, **816** - Prospector Neighborhood/business enhancements) were projects requested by neighborhoods that have gone through the City's Neighborhood Request policy (Page 70 of the Executive Summary under the Policies and Objectives tab). Projects that received a ranking of 5 or lower are shown as unfunded.

Impact Fees

Impact fees are intended to offset the cost of capital facilities needed to meet demand from new development. The amount of the fee corresponds directly to the cost of requisite faculties. The last complete impact fee analysis was completed mid-year 1997. Since then capital plans for the Public Safety building, Parks, Trails and Open Space, and Roadway facilities have changed significantly. Because of that, an updated fee analysis was called for – one that reflects current capital planning and funding assumptions.

Public Safety Impact Fees - Staff presented City Council with a summary of proposed changes to the Public Safety Impact Fee in April in conjunction with the Sales tax Bond Parameters Resolution. Figures 1 and 2 below show the recommended fees with anticipated annual revenues.

COMPARATIVE IMPACT FEE PER UNIT (CY2005) *Draft - Public Safety Buildings - Police*				
	Current	Proposed	Increase	% Increase
Single Family Residential	$445	$605	$160	36%
Multi-Family Residential	$320	$495	$175	55%
Hotel	$195	$315	$120	62%
Commercial	$460	$555	$95	21%
Light Industrial	$370	$445	$75	20%
Average				39%

Figure 2 – Proposed Public Safety Impact Fee

PROJECTED TOTAL IMPACT FEE REVENUE & IMPACT FEE PER UNIT *Draft - Public Safety Buildings - Police*						
		Associated New Development				
Calendar Year	Total Fee Revenue	Residential (DU)	Hotel (rooms)	Commercial (1,000 sf)	Light Ind. (1,000 sf)	Fee per Single Family Unit
2005	$128,302	190	6	40	4	$607
2006	$131,607	190	6	40	4	$623
2007	$134,366	190	6	40	4	$636
2008	$134,366	190	6	40	4	$636
2009	$134,366	190	6	40	4	$636
2010	$134,366	190	6	40	4	$636
2011	$134,366	190	6	40	4	$636
2012	$134,366	190	6	40	4	$636
2013	$134,366	190	6	40	4	$636
2014	$134,366	190	6	40	4	$636
2015	$134,366	190	6	40	4	$636
2016	$134,366	190	6	40	4	$636
2017	$134,366	190	6	40	4	$636
2018	$134,366	190	6	40	4	$636
2019	$134,366	190	6	40	4	$636
2020	$0					$636
2021	$0					$636
2022	$0					$636
2023	$0					$636
2024	$0					$636
2025	$0					$636
Projected Total	$2,006,665	2,856	86	596	58	

Figure 3 – Anticipated Public Safety Impact Fee Revenue

The Public Safety fee increase reflects an increase in the cost of the upcoming new Police building, compared to plans originally conceived in 1997 (when the Police fee was initiated). The new facility differs in that it is designed (and plan level costs defined) based on a detailed needs assessment prepared by an Architectural firm, and given that it provides space for more comprehensive services – a "full service shop" – envisioned by the Department to be implemented over time, in the future. In part this enhanced service provision plan is driven by rising expectations on the part of the public, typical of a maturing community nearing build-out. The new facility positions the Department to meet those expectations in a timely manner.

These revenues will be used to pay for over half ($130,000) of the $230,000 annual debt service attributable to the Public Safety facility.

Parks and Roads Impact Fees - The Parks and Roads fees are largely unchanged. This reflects the City Manager's recommendation to maintain fees at their current rates. Aggregate capital cost for these two facility types is higher than in 1997, as is per unit cost attributable to new development. Fees at their current rates are therefore lower than might otherwise be justified by the fee analysis. Figures 4-7 highlight anticipated rates and revenues for each type.

COMPARATIVE IMPACT FEE PER UNIT (CY2005)

Draft - Parks, Trails, Open Space

	Current	Proposed	Increase	% Increase
Single Family Residential	$3,855	$3,855	$0	0%
Multi-Family Residential	$2,775	$3,150	$375	14%
Hotel	$1,850	$2,005	$155	8%
Average				7%

Figure 4 – Proposed Parks, Trails, and Open Space Impact Fee

PROJECTED TOTAL IMPACT FEE REVENUE & IMPACT FEE PER UNIT *Draft - Parks, Trails, Open Space*						
Calendar Year	Total Fee Revenue (capacity exp & reimburs. fee)	Associated New Development				Per Unit Fee Single Family (capacity exp & reimburs. fee)
		Residential (DU)	Hotel (rooms)	Commercial (1,000 sf)	Light Ind. (1,000 sf)	
2005	$663,563	190	6	NA	NA	$3,856
2006	$671,330	190	6	NA	NA	$3,901
2007	$679,258	190	6	NA	NA	$3,947
2008	$687,397	190	6	NA	NA	$3,994
2009	$695,786	190	6	NA	NA	$4,043
2010	$704,433	190	6	NA	NA	$4,093
2011	$713,383	190	6	NA	NA	$4,145
2012	$722,681	190	6	NA	NA	$4,199
2013	$732,329	190	6	NA	NA	$4,255
2014	$742,374	190	6	NA	NA	$4,314
2015	$752,745	190	6	NA	NA	$4,374
2016	$760,589	190	6	NA	NA	$4,419
2017	$764,588	190	6	NA	NA	$4,443
2018	$768,015	190	6	NA	NA	$4,463
2019	$771,583	190	6	NA	NA	$4,483
2020	$0			NA	NA	$4,487
2021	$0			NA	NA	$3,240
2022	$0			NA	NA	$3,240
2023	$0			NA	NA	$3,240
2024	$0			NA	NA	$3,240
2025	$0			NA	NA	$3,240
Projected Total	$10,830,055	2,856	86	0	0	

Figure 5 – Anticipated Parks Impact Fee Revenue

COMPARATIVE IMPACT FEE PER UNIT (CY2005) *Draft - Roadway Facilities*				
	Current	Proposed	Increase	% Increase
Single Family Residential	$315	$315	$0	0%
Multi-Family Residential	$255	$290	$35	14%
Hotel	$170	$170	$0	0%
Commercial	$405	$410	$5	1%
Light Industrial	$320	$320	$0	0%
Average				5%

Figure 6 – Proposed Road Impact Fees

PROJECTED TOTAL IMPACT FEE REVENUE & IMPACT FEE PER UNIT *Draft - Roadway Facilities*						
		Associated New Development				
Calendar Year	Total Fee Revenue	Residential (DU)	Hotel (rooms)	Commercial (1,000 sf)	Light Ind. (1,000 sf)	Fee per Single Family Unit
2005	$76,143	190	6	40	4	$316
2006	$78,539	190	6	40	4	$326
2007	$81,137	190	6	40	4	$337
2008	$86,523	190	6	40	4	$359
2009	$92,318	190	6	40	4	$383
2010	$98,621	190	6	40	4	$409
2011	$104,781	190	6	40	4	$435
2012	$111,406	190	6	40	4	$462
2013	$118,526	190	6	40	4	$492
2014	$126,249	190	6	40	4	$524
2015	$134,471	190	6	40	4	$558
2016	$140,941	190	6	40	4	$585
2017	$147,891	190	6	40	4	$613
2018	$155,428	190	6	40	4	$645
2019	$163,439	190	6	40	4	$678
2020	$0					$714
2021	$0					$0
2022	$0					$0
2023	$0					$0
2024	$0					$0
2025	$0					$0
Projected Total	$1,716,415	2,856	86	596	58	

Figure 7 – Anticipate Road Impact Fees

Impact fees are calculated so as to recognize differences in capital facility demand (and accordingly different fee rates) attributable to different general property types. As part of the update process, demand differentiation assumptions were updated. This results in fees which are "on average" unchanged – meaning that the fee for a single family unit is unchanged – but which in fact are different for property types other than single family. Parks demand (and therefore relative fee rates for each property type) is estimated based on household size and average hotel room occupancy.[1] Household size in the new analysis is updated – now based on information from the 2000 Census – as is Hotel occupancy. Changes in these parameters show relatively higher demand attributable to Multi Family and Hotel compared to Single Family. For similar reasons, the Police fee is also different (although only the residential component of the assessment is based on household size). The Roads fee is based on trip generation

[1] The Parks fee is charged only to Single Family, Multi Family, and Hotel.

rates (average number of trips attributable to a given property type), and because those are unchanged from 1997, the Roads fee for each category of new development is unchanged.

A summary of the total proposed impact fee compared with the current fee in included below as Figure 8. Staff has scheduled adoption of the revised impact fee ordinance for June 2nd.

FY 2005 PROPOSED IMPACT FEE SCHEDULE

	Parks, Trails, Open Space	Police	Roadway Facilities	Culinary Water	Total
NEW CONSTRUCTION					
Single Family					
Average Unit	$3,855	$605	$315	$13,720	$18,495
Duplex & Multi-Family					
Average Unit	$3,150	$495	$290	$4,116	$8,051
Hotel Room					
Average Unit	$2,005	$315	$170	$1,544	$4,034
Commercial (per 1,000 sf)	NA	$555	$410	$3,201	$4,166
Light Industrial (per 1,000 sf)	NA	$445	$320	$2,881	$3,646

FY 2004 ACTUAL IMPACT FEE SCHEDULE

	Parks, Trails, Open Space	Police	Roadway Facilities	Culinary Water	Total
NEW CONSTRUCTION					
Single Family					
Average Unit	$3,855	$445	$315	$13,720	$18,335
Duplex & Multi-Family					
Average Unit	$2,775	$320	$255	$4,116	$7,466
Hotel Room					
Average Unit	$1,850	$195	$170	$1,544	$3,759
Commercial (per 1,000 sf)	$0	$460	$405	$3,201	$4,066
Light Industrial (per 1,000 sf)		$370	$320	$2,881	$3,571

Figure 8 – Proposed vs. Actual Impact Fees

Water Rates

Staff presented its recommended rate structure to Council on April 28th, 2005. The staff report prepared for that presentation provided Council detailed information regarding the recommended structure. A summary of the key points contained in that presentation is contained in the text that follows.

Staff is recommending a 20% across the board rate increase for FY2006 as required to generate sufficient revenues to fund water capital and O&M expenses and maintain financial ratios. These increases would apply to all meter and consumption rates.

The need for increased revenues is primarily driven by mandated water quality projects (e.g., Spiro arsenic and antimony water treatment, Judge Tunnel water treatment and Park Meadows well treatment). These projects will benefit all water users equally and are not being driven disproportionately by one customer class or another. Staff believes that it is fair, reasonable and defensible to allocate these increased costs across all customer classes in an equal proportion.

Staff's financial projections indicate that the City can return to smaller and more stable rate increases in the years following FY 2006. While this is good news, it is important to note that financial results could be affected by the need to meet increasingly stringent water quality standards, substantial changes in water use patterns or other unanticipated events.

2006 Rate Structure
The table below contains the FY 2006 recommended water rate structure.

Changes from 2005 rates are:

- 20% rate increase for all base, consumption and meter set charges
- Implementation of a two-tiered rate structure for commercial customers

To calculate rates the following formula is used Base Rate + Consumption. New meter sets are charges for setting a meter for new service.

FY 2006 Recommended Water Rates

		Consumption			
Type & Meter Size	**Base Rate**	**Block 1 $1.94 Per 1,000 gals**	**Block 2 $3.11 Per 1,000 gals**	**Block 3 $5.05 Per 1,000 gals**	**Block 4 $7.78 Per 1,000 gals**
Single Family					
¾”	$15.55	0-5,000	5,001 - 30,000	30,001 - 80,000	Over 80,000
1”	$21.00	0-5,000	5,001 - 30,000	30,001 - 80,000	Over 80,000
1.5”	$24.89	0-5,000	5,001 - 30,000	30,001 - 80,000	Over 80,000

Type & Meter Size	Base Rate	Consumption Block 1 $1.94 Per 1,000 gals	Block 2 $3.11 Per 1,000 gals	Block 3 $5.05 Per 1,000 gals	Block 4 $7.78 Per 1,000 gals
Multi-Family					
¾"	$20.22	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1"	$34.21	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5"	$73.09	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2"	$152.4	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3"	$396.58	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4"	$720.06	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6"	$1357.69	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000
Irrigation					
¾"	$20.22		0-56,000	Over 56,000	
1"	$34.21		0-90,000	Over 90,000	
1.5"	$73.09		0-185,000	Over 185,000	
2"	$152.40		0-300,000	Over 300,000	
3"	$396.58		0-600,000	Over 600,000	
4"	$720.06		0-935,000	Over 935,000	
6"	$1,357.69		0-1,865,000	Over 1,865,000	
Commercial			**$ 2.72 Per 1000 Gals.**	**$4.21 Per 1,000 Gals**	
¾"	$20.22		0-150,000	Over 150,000	
1"	$34.21		0-300,000	Over 300,000	
1.5"	$73.09		0-500,000	Over 500,000	
2"	$152.40		0-750,000	Over 750,000	
3"	$396.58		0-1,200,000	Over 1,200,000	
4"	$720.06		0-1,700,000	Over 1,700,000	
6"	$1,357.69		0-1,700,000	Over 1,700,000	
8”	$2337.47		0-1700,000	Over 1,700,000	

Type & Meter Size	Base Rate	Consumption Block 1 $1.94 Per 1,000 gals	Block 2 $3.11 Per 1,000 gals	Block 3 $5.05 Per 1,000 gals	Block 4 $7.78 Per 1,000 gals
All users except construction between November & May	See above	$2.72 Per 1,000 gals			
Construction Water	$90.20	$3.58 Per 1,000 gals			

2006 New Meter Sets

	Meter Size	Meter Price
Residential	3/4"	$306.00
	1"	$378.00
	1 1/2"	$606.00
Multi Family Commercial Irrigation	3/4"	$306.00
	1"	$378.00
	1 1/2"	$606.00
	2"	$786.00
	3"	$1,122.00
	4"	$1,854.00
	6"	$3,768.00
	8"	$5,736.00

A water rates public meeting is scheduled for May 10th, 2005. The purpose of this meeting is to provide interested rate payers with more information regarding the rate increase and to gather public comment. Staff will provide Council with a summary of public comment received when this report is presented on May 12th, 2005.

In addition to new water rates, Staff would like to propose a fee for reimbursement of materials and labors when City water infrastructure (such as a hydrant) is damaged by individuals. Staff will present a recommendation on this fee when Council considers the water rates. Adoption of the new water rates is scheduled for June 2nd after a public hearing.

A. Department Review:
Budget, City Manager, Economic Development and Capital Projects, Recreation, Building

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: Time will be available on May 27th to wrap-up any outstanding issues. Council could choose to give additional direction at that time.

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 by May 27th so that the Tentative Budget can be prepared for adoption on June 3, 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 – CIP by Alternative
B – New CIPs

CIP Project Summary by Alternative

CIP Alternatives	Project Name	2005 Adj. Budget	2006	2007	2008	2009	2010	Total	Unfunded
Alternative 1									
1	Planning/Capital Analysis	$32,159	$7,456	$7,456	$7,456	$0	$0	$54,527	
3	Information System Enhancement/Upgrades	$270,037	$25,000	$0	$0	$0	$0	$295,037	
32	Old Town Stairs	$208,859	$0	$0	$0	$0	$0	$208,859	
48	City Park Improvements	$1,217,435	$100,000	$100,000	$0	$0	$0	$1,417,435	
85	Pavement Management Impl.	$972,874	$400,000	$400,000	$400,000	$400,000	$400,000	$2,972,874	
93	Tunnel Maintenance	$108,150	$125,000	$125,000	$125,000	$125,000	$125,000	$733,150	
419	Transit Coaches	$2,497,589	$1,021,000	$1,960,000	$620,000	$0	$985,100	$7,083,689	
420	Water Department service equipment	$97,885	$75,000	$75,000	$75,000	$75,000	$75,000	$472,885	
427	Bike Path Sealing	$27,686	$20,000	$0	$0	$0	$0	$47,686	
445	Affordable Housing Program	$1,306,796	$232,000	$232,000	$232,000	$200,000	$200,000	$2,402,796	
473	McPolin Farm	$403,644	$0	$0	$0	$0	$0	$403,644	
487	ADA Implementation	$25,076	$10,000	$10,000	$10,000	$10,000	$10,000	$75,076	
579	Library Development and Donations	$10,173	$0	$0	$0	$0	$0	$10,173	
592	City-Wide Signs Phase I	$47,629	$0	$0	$0	$0	$0	$47,629	
598	Geographic Information Systems	$47,857	$0	$0	$0	$0	$0	$47,857	
624	Resurface Tennis Courts	$35,000	$0	$0	$0	$0	$0	$35,000	
634	Motor Change-out and Rebuild Program	$15,442	$15,000	$15,000	$15,000	$15,000	$15,000	$90,442	
640	Water Recording Devices	$18,935	$5,000	$5,000	$5,000	$5,000	$5,000	$43,935	
648	5 Year CIP Funding	$5,490,746	($1,596,500)	$0	$0	$0	$0	$3,894,246	
666	Equipment Replacement - Film Equipment	$24,243	$0	$0	$0	$0	$0	$24,243	
672	Old Town Intermodal Center	$30,289	$0	$0	$0	$0	$0	$30,289	
675	Future Projects	$0	$0	$0	$0	$0	$0	$0	
681	Golf Pro Shop Acqusition	$966,860	$0	$0	$0	$0	$0	$966,860	
694	Police Department Computer System	$0	$0	$0	$0	$0	$0	$0	
697	Traffic Calming	$146,184	$0	$0	$0	$0	$0	$146,184	
699	Open Space Bond Acquisitions	$4,277,900	$0	$0	$0	$0	$0	$4,277,900	
703	Library Software	$24,558	$0	$0	$0	$0	$0	$24,558	
705	Water Department Infrastructure Improvement	$126,676	$248,800	$256,250	$263,900	$271,900	$280,000	$1,447,526	$22,000,000
709	Property Improvements Gilmore Open Space	$125,178	$400,000	$100,000	$100,000	$100,000	$100,000	$925,178	
711	800 MHZ Radio	$6,687	$0	$0	$0	$0	$0	$6,687	
712	Building Replacement and Enhancement	$172,202	$75,000	$75,000	$75,000	$75,000	$75,000	$547,202	$3,500,000
713	Golf Course Improvements	$32,000	$125,000	$140,000	$235,000	$135,000	$50,000	$717,000	
716	Main Street RDA Debt Service	$690,000	$650,000	$0	$0	$0	$0	$1,340,000	
720	Lower Park RDA Debt Service	$890,000	$640,000	$600,000	$600,000	$600,000	$600,000	$3,930,000	
736	Sidewalk Improvements	$42,579	$20,000	$0	$0	$0	$0	$62,579	$225,000
744	Snowcat Replacement fund.	$92,061	$0	$0	$0	$0	$150,000	$242,061	
749	Ice Facility	$4,000,000	$0	$0	$0	$0	$0	$4,000,000	
752	Economic Development	$49,235	$0	$0	$0	$0	$0	$49,235	
758	Racquet Club Building Improvements	$72,449	$87,500	$50,000	$50,000	$50,000	$50,000	$359,949	
763	Spiro Treatment Plant	$1,917,438	$2,128,730	$0	$0	$0	$0	$4,046,168	
764	Judge Water Treatment Plant.	$259,658	$4,266,048	$0	$0	$0	$0	$4,525,706	
765	Meter Reading Upgrade	$121,686	$126,000	$129,780	$133,680	$0	$0	$511,146	
766	JSSD Water Assessment	$633,360	$661,940	$688,417	$715,954	$744,592	$0	$3,444,263	
771	Equipment Replacement - Rolling Stock	$1,111,489	$550,000	$550,000	$550,000	$550,000	$550,000	$3,861,489	
772	Equipment Replacement - Computer	$486,639	$150,000	$150,000	$150,000	$150,000	$150,000	$1,236,639	
773	Boothill Tank.	$1,091,147	$0	$0	$1,600,000	$0	$0	$2,691,147	
774	Boothill Pump station and Water line.	$4,818	$2,500,000	$0	$0	$1,975,000	$0	$4,479,818	$6,000,000
775	Park Meadows Well Water treatment. Funded by user fees.	$51,832	$950,000	$0	$0	$0	$0	$1,001,832	
777	JSSD Pipeline.	$0	$0	$0	$0	$0	$0	$0	
778	OTIS Water pipeline replacement. Funded by user fees.	$0	$81,000	$150,000	$150,000	$150,000	$150,000	$681,000	$2,230,000

CIP Project Summary by Alternative

CIP Alternatives	Project Name	2005 Adj. Budget	2006	2007	2008	2009	2010	Total	Unfunded
793	Friends of the Farm	$10,759	$0	$0	$0	$0	$0	$10,759	
794	Golf Maintenance Equipment Replacement	$40,000	$110,000	$75,000	$75,000	$75,000	$75,000	$450,000	
797	Bus Closed Circuit TV	$70,000	$0	$0	$0	$0	$0	$70,000	
799	E-Government Software	$756,840	$0	$0	$0	$0	$0	$756,840	
805	Neighborhood Parks	($2,400)	$0	$0	$0	$0	$0	($2,400)	
814	Flagstaff Transfer Fee	$0	$0	$0	$0	$0	$0	$0	
835	2005 Sales Tax Bond Debt Service	$0	$1,077,612	$1,550,000	$1,550,000	$1,550,000	$1,050,000	$6,777,612	
836	Snow Creek Parcel Purchase	$159,239	$111,915	$0	$0	$0	$0	$271,154	
837	Conservation Reserve Program	$693	$0	$0	$0	$0	$0	$693	
(blank)	2005 Sales Tax Bond Debt Service	$0	$200,000	$200,000	$200,000	$200,000	$200,000	$1,000,000	
Alternative 1 Total		**$31,316,271**	**$15,598,501**	**$7,643,903**	**$7,937,990**	**$7,456,492**	**$5,295,100**	**$75,248,257**	**$33,955,000**
Alternative 2									
37	Hillside Avenue Design & Widening	$600,000	$0	$0	$0	$0	$0	$600,000	
166	Historical Incentive Grants	$296,012	$75,000	$75,000	$25,000	$0	$0	$471,012	
481	Main Street Parking	$6,632,626	$0	$0	$0	$0	$0	$6,632,626	
630	Bus Shelters	$229,690	$20,000	$20,000	$20,000	$0	$0	$289,690	
671	Public Safety Complex	$3,500,000	$0	$100,000	$0	$0	$0	$3,600,000	$1,500,000
708	Trails Master Plan Implementation	$543,790	$50,000	$50,000	$0	$0	$0	$643,790	
715	Downtown Enhancements/Design	$820,263	$0	$0	$0	$0	$0	$820,263	
747	Olympic Preparation/Legacies	$85,365	$0	$0	$0	$0	$0	$85,365	
748	Cemetery Capital Replacement	$10,618	$0	$0	$0	$0	$0	$10,618	
755	Historic Structure Abatement Fund	$548,960	$125,000	$125,000	$75,000	$0	$0	$873,960	
760	Homeland Security Improvements	$70,356	$0	$0	$0	$0	$0	$70,356	
762	Recreation Complex	$4,673,498	$0	$0	$0	$0	$0	$4,673,498	$9,600,000
787	Prospect Avenue	$1,200,000	$0	$0	$0	$0	$0	$1,200,000	
795	Open Space Improvements	$108,337	$0	$0	$0	$0	$0	$108,337	
798	Tennis Bubble Replacement	$0	$150,000	$0	$0	$0	$0	$150,000	
801	Bonanza Drive Reconstruction to accommodate new water lines, pedestrian	$0	$0	$0	$0	$1,836,000	$0	$1,836,000	
807	BioCell Remediation	$47,395	$110,000	$0	$0	$0	$0	$157,395	
808	Top Soil Assistance Program	$32,000	$15,000	$0	$0	$0	$0	$47,000	
810	JSSD: additional 12" water connection	$0	$250,000	$0	$0	$0	$0	$250,000	
811	Quinn's Junction - Mountain Regional water tie-in	$0	$0	$0	$0	$0	$0	$0	
822	Medium Range Bus Storage	$0	$250,000	$0	$0	$0	$0	$250,000	
826	Ice Rink Data & phone equipment install	$0	$60,000	$0	$0	$0	$0	$60,000	
829	Replace Police Dispatch System	$0	$275,000	$0	$0	$0	$0	$275,000	
831	Quinn's Rec - Maintenance Equipment	$0	$0	$50,000	$0	$0	$0	$50,000	
833	Mobile Data System	$84,608	$0	$0	$0	$0	$0	$84,608	
Alternative 2 Total		**$19,483,518**	**$1,380,000**	**$420,000**	**$120,000**	**$1,836,000**	**$0**	**$23,239,518**	**$11,100,000**
Alternative 3									
485	Lower Park Avenue	$31,515	$0	$0	$0	$0	$0	$31,515	
620	Sandridge Parking Lot	$49,765	$0	$0	$0	$0	$0	$49,765	
629	Implement Bus Graphics	$89,672	$0	$0	$0	$0	$0	$89,672	
698	Office Space	$89,897	$0	$0	$0	$0	$0	$89,897	
757	Library Expansion	$45,109	$0	$0	$0	$0	$0	$45,109	
770	Marsac Seismic Renovation	$2,750,000	$0	$0	$0	$0	$0	$2,750,000	
781	Lower Norfolk	$0	$0	$1,736,000	$0	$0	$0	$1,736,000	
786	Town Plaza	$1,800,000	$1,000,000	$0	$0	$0	$0	$2,800,000	
791	Public Art	$200,000	$0	$0	$0	$0	$0	$200,000	$400,000
819	3 Kings Dr Storm Drain	$0	$0	$23,000	$0	$0	$0	$23,000	

CIP Project Summary by Alternative

CIP Alternatives	Project Name	2005 Adj. Budget	2006	2007	2008	2009	2010	Total	Unfunded
820	Storm Drain & Flood Control Devices	$0	$20,000	$75,000	$0	$0	$0	$95,000	
821	Public Works Complex Improvements	$100,000	$0	$0	$0	$0	$0	$100,000	
Alternative 3 Total		**$5,155,958**	**$1,020,000**	**$1,834,000**	**$0**	**$0**	**$0**	**$8,009,958**	**$400,000**
Alternative 4									
710	Public Works Storage Parcel	$175,000	$50,000	$50,000	$50,000	$50,000	$50,000	$425,000	
733	Bus Storage Facility	$0	$0	$0	$2,000,000	$0	$0	$2,000,000	$7,500,000
768	Relocated Utilities - Park Avenue. These monies represent the City's	$761,825	$0	$810,000	$0	$0	$0	$1,571,825	$53,834,000
782	Woodside - North of 13th	$0	$0	$0	$1,045,000	$0	$0	$1,045,000	
804	Imperial Hotel Maintenance	$7,443	$0	$0	$0	$0	$0	$7,443	
815	Deer Valley Drive Neighborhood/business enhance service request	$0	$50,000	$0	$0	$0	$0	$50,000	$213,443
817	Prospector Ave Storm Drain	$0	$0	$50,000	$0	$0	$0	$50,000	
824	Transit GIS/AVL system	$84,751	$0	$286,000	$286,000	$0	$0	$656,751	
827	Building of new data center at Snow Creek	$0	$0	$0	$0	$0	$0	$0	$200,000
828	Police Wireless Network	$0	$100,000	$0	$0	$0	$0	$100,000	
830	Kearns Boulevard Improvements	$0	$100,000	$0	$0	$0	$0	$100,000	$8,650,000
Alternative 4 Total		**$1,029,019**	**$300,000**	**$1,196,000**	**$3,381,000**	**$50,000**	**$50,000**	**$6,006,019**	**$70,397,443**
Alternative 5									
729	Reconstruct Wyatt Earp Drive Streets	$0	$0	$0	$0	$0	$0	$0	$500,000
776	Rockport.	$0	$0	$0	$0	$0	$0	$0	$33,000,000
788	Woodside 8th-12th - Utility Relocation	$0	$0	$0	$0	$0	$0	$0	$1,136,000
809	Quinn's Junction Infrastucture Improvements	$0	$0	$0	$0	$0	$0	$0	$250,000
812	Public Works Storage Bldg	$0	$0	$0	$0	$0	$0	$0	$500,000
816	Prospector Neighborhood/business enhance service request	$0	$0	$0	$0	$0	$0	$0	$30,000
818	Meadows Drive Traffic Signal	$0	$0	$0	$0	$0	$0	$0	$300,000
825	Ice Rink - Cash Flow/Fundraising CIP	$0	$0	$0	$0	$0	$0	$0	$800,000
832	Fiber extention to Quinn's Junction	$0	$0	$0	$0	$0	$0	$0	$200,000
834	Quinn's Ice/Fields Phase II	$0	$0	$675,000	$0	$0	$0	$675,000	$1,350,000
Alternative 5 Total		**$0**	**$0**	**$675,000**	**$0**	**$0**	**$0**	**$675,000**	**$38,066,000**
Alternative 6									
735	Racquet Club Facility Phase 2	$0	$0	$0	$0	$0	$0	$0	$1,300,000
780	Patterned crosswalks for intersections in accordance with Downtown	$0	$0	$0	$0	$0	$0	$0	$50,000
813	Retaining Wall at 41 Sampson Ave	$0	$0	$0	$0	$0	$0	$0	$55,000
Alternative 6 Total		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,405,000**
TOTAL		$55,990,282	$18,298,501	$11,768,903	$11,438,990	$9,342,492	$5,345,100	$112,184,268	$157,123,443

Attachment B – New CIP Descriptions

812 - Public Works Storage Bldg.

$500,000 was requested to build a new storage facility near the existing storage parcel off of Bonanza drive. The facility would serve as a general storage area for Public Works and Transit. This project is an alternative 5 and not currently recommended for funding pending additional developments with the developer and interested parties.

813 - Retaining wall at 41 Sampson Ave

City contribution of a retaining wall at 41 Sampson Avenue. Project cost is estimated to be $55,000 from the General Fund. The CIP Committee has recommended that the project not be funded at this time and is classed as an alternative 6.

815 - Deer Valley Drive Neighborhood/Business enhancements

The City received a request to fund various capital projects for the Deer Valley Drive neighborhood. Upon review of the CIP Committee, $50,000 from the General Fund is recommended for this project in FY 2006. Staff's recommendation is to review the success of the recommended funded amount and then determine what else might be necessary in consultation with the neighborhood.

816 - Prospector Neighborhood/business enhancements

Although a request was received from the Prospector Business neighborhood for business enhancements, more recent discussions between businesses and the Public Works director have resulted in the request being withdrawn. The Business association and Public Works are in consultation to meet their needs within existing resources. The project is shown as unfunded, alternative 5.

817 - Prospector Ave. Storm Drain

A request has been made to install storm drain pipes and catch basins in Prospector Avenue near 1901 Prospector Avenue to alleviate ongoing drainage ponding and ice build-up. Project cost is estimated at $50,000 slated for FY 2007, and is recommended for consideration as an alternative 4.

818 - Meadows Drive traffic signal

$300,000 is required for the design and installation of traffic signals in intersection of Meadows Drive & SR224. The project was placed in alternative 5 by the CIP committee and is unfunded.

819 - 3 Kings Dr. storm drain

The Storm Drain culvert and inlet/outlet basins at the Three Kings Drive at Three Kings Condominiums need to be replaced. The original pipe (1975 +/-) has failed and is nearly plugged. Utility adjustments are included in the project cost of $23,000. The project is to be funded by a transfer from the General Fund and is slated for FY 2007.

820 - Storm drain and flood control devices

Numerous requests for the installation, repair, and ongoing maintenance stream channels, ditches, and storm drains have been received by City staff, especially since the five-year drought appears to be ending. This project will establish annual contributions to a Capital fund to allow Public Works to respond within a reasonable time frame when new construction is needed or when existing improvements require repair or capital maintenance. All steel culverts in town dating from the 1980s or earlier will need replacement eventually. It is anticipated that significant work will be needed in Old Town, Prospector, and along City, as well as elsewhere in Park City. This project is expected to receive its funding from the General Fund and is scheduled for $20,000 in FY 06 for a comprehensive study and $75,000 in FY 07 for replacements.

821 - Public Works Complex Improvements

$100,000 from Flagstaff transfer fees is provided in FY 05 Adjusted Budget for improvements to the Public Works complex including security fencing and surveillance for the Transit functions. Alternative 3.

822 - Medium Range Bus Storage

This will provide for medium range (5 to 7 years) bus storage needs due to construction of a covered open air parking area. In the long-term, this will be converted to a PW equipment storage area. The project is slated for FY 2006. $200,000 in Federal grants is expected to fund this project, with $50,000 more in regional transit revenue.

824 - Transit GIS/AVL system

GIS and AVL systems would constitute a significant improvement to Park City Public Transit by providing real time information to passengers as well as managers. The result would be a more efficient transit system for Park City residents/guests and an increased ability to manage the transit system. Funding sources for this project include Flagstaff Transfer Fees, Federal grants, and regional transit revenue. Total project cost is estimated at $656,000.

827 - Building of new data center at Snow Creek building

This project is a plan to build a central data center for the City and move IT Department from Public Works Building to the proposed Snow Creek Public Safety Building. The project is unfunded and has an estimated cost of $200,000. The CIP committee has classed it as an alternative 4, but it is currently unfunded pending a more developed plan for the Marsac remodel.

828 - Police Wireless Network

This project would serve to enhance the wireless communication and infrastructure for Public Safety use. The project is recommended for funding to the tune of $100,000 from the General Fund in FY 2006.

829 - Replace Police Dispatch System

The current dispatch software is outdated and no longer meets Public Safety demands. Replacement of the police CAD/RMS system is expected to cost $275,000 and is recommended for funding from the General Fund in FY 2006.

830 - Kearns Boulevard Improvements

It's recommended that a study be conducted of operational and construction improvements to Kearns boulevard to increase capacity and safety, possibly including a pedestrian overpass, highway realignment, highway widening, adding turn lanes at intersections, and/or removing medians, and other options. $100,000 from the General Fund is slated for the study in FY 2006. Actual construction may cost in the realm of $8.6 million, which amount is currently unfunded.

833 - Mobile Data System

Police vehicles are in need of Mobile Data Systems (laptops) and related wireless communications to access Public Safety systems. Estimated project cost is in excess of $84,000. Funding is relocated from existing projects and is recommended for FY 2005 adjusted budget.

837 - Conservation Reserve Program

The CRP is a federally funded grant program that is aimed at funding land enhancement improvements such as planting trees or grass or building fences in order to control non-point source pollutants from entering a watershed. This project could have Federal funding for 10-15 years.

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
APRIL 28, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kent Cashel, Assistant Public Works Director; Jerry Gibbs, Public Works Director; Lloyd Evans, Police Chief; Pace Erickson, Public Works Operations Manager; Ron Ivie, Chief Building Official, Dawn Jensen, Assistant; Eric DeHaan, City Engineer; Patrick Putt, Planning Director; Alison Butz, Special Events; Colin Hilton, Economic Development; Aziz Kurdi, Information Technology; Myles Rademan, Public Affairs; Ken Fisher, Recreation; Craig Sanchez, Golf; Linda Tillson, Library; Gary Hill, Budget; Lori Collett, Finance; and Kim Leier, Human Resources; and Gary Hill, Budget and Grants Manager

1. Council questions/comments. Candace Erickson relayed her experiences as a performer in the production of *The Follies*. She reported on the employee service award dinner held during the week and the ULCT conference, specifically with regard to negative impacts created by some state legislation and the need for cities to be more proactive. She relayed that the children's water conservation seminar, hosted by Recycle Utah, was a success and Friends of the Farm will be meeting on May 14. Marianne Cone reported on Interagency and HPB meetings and stated her support of the energy conservation program for City facilities. She acknowledged the passing of long time citizen Lynn Anderson who made many contributions to the Historical Society and the community. Jim Hier discussed the Chamber Bureau meeting, more specifically the growth in visitor nights, exceeding the Olympics numbers from 2002. Joe Kernan spoke about the outdoor display of merchandise input session and the Interagency Task Force meeting.

2, Water rates. Kent Cashel explained that review of a recommended 2006 water rate schedule is before Council tonight. In 2004, the City conducted a water rate analysis which included consideration of mandated water quality standards and associated expenses. Consequently, a five year plan was accepted to increase rates in FY 2005 by 20%, 20% in FY 2006, and subsequent 3% increases for the remaining three years. These measures were put in place to restore the financial health of the Water Fund, because expensive and unanticipated capital projects were draining reserves. Additionally, Mr. Cashel explained the negative effect of conservation efforts on water revenues. An engineering firm has conducted a supply and demand study which provides invaluable information as the City moves forward with capital projects and utilizing current technology. Bonding is critical in maintaining an adequate fund balance and expenses and efficiencies have been carefully examined by staff. The driving factor is the cost of building required treatment facilities. CTAC determined that the projects will benefit every system water user and feel that an across-the-board increase is the fairest approach. A 20% increase represents about $850,000 a year which is adequate to stabilize the fund, but in order to make the financial plan work, the City will need to bond for $10.5 million over the next five years. He explained that the cash reserve ratio is the ending balance as a percent of operating expenditures and inter-fund transfers and debt coverage ratio is the money available to service debt.

CTAC reviewed commercial rates, which is a flat rate structure which is common because water use is usually constant throughout the year. Members did not believe that a flat rate is consistent with conservation efforts and suggested a tiered structure. Mr. Cashel clarified the diversity of needs and consumption of commercial customers which should be examined at some point and staff recommends setting up a two-tiered commercial group based on peak historic usage. He stated that next year, CTAC will become involved sooner so that there is more time to analyze water rates and new strategies. He asked Council for direction on acreage-based, water budget-based, and/or altitude-based rate structures which all can be accommodated by the City's financial system.

Kent Cashel discussed the option of standby fees, where property owners are charged a capacity reservation fee for undeveloped properties. Service fees for special requests could be another revenue source and these approaches could be studied if Council is interested. There is a public hearing scheduled on May 10 on the rate increase. Jim Hier pointed out the complexity of the water system with regard to meeting capacity requirements in peak periods, not just average use. He stated that he supports studying the acreage-based rate structure. Mr. Cashel stated that radio meter reading is used for commercial, but is a goal for all water accounts. Joe Kernan supported acreage-based, service-based, and altitude-based options. Jim Hier was opposed to imposing service charges because of the difficulty in creating fair criteria. Candace Erickson felt standby fees are worth exploring so development pays its own way and believes the annual increase to be reasonable. Mr. Hier stated that he doesn't support altitude-based rates. Mr. Cashel pointed out the significant costs associated with pumping and Ms. Calvert felt this is worth looking into. Mr. Kernan expressed that any time a cost can be quantified, it is reasonable to attach the cost to the user. The Mayor voiced concerns about continuing to bond for projects, rather than raising property taxes. Jim Hier argued that the bonds will be specific to the Water Fund and covered by rate increases. Jerry Gibbs interjected that impact fees are examined annually because it is very difficult to catch up on rates if they have not been amended over the years.

2. Departmental updates – goals and performance measures. Tom Bakaly explained that performance measures have been utilized over the past couple of years. Teams will address the status of programs and projects and departmental operating budgets will be reviewed at another work session.

He pointed out that his performance is broken down into four areas, including policy implementation, staff support/administration, Council support, and community support. He explained that a portion of his budget can be associated with each area and 90% of Council's goals have been reached to date. Mr. Bakaly discussed the success of visiting departments outside the Marsac Building every week. Mayor Williams questioned whether the number of press releases or the number of community events attended by the City Manager should be considered as performance measures. Kay Calvert stated that this was already discussed by Council members with the intent that Mr. Bakaly be more visible in the community. Dana Williams believes the concept is fine but reporting is difficult or not relevant. Tom Bakaly explained that attending events is only one measure associated with community support. Sundance negotiations, including operations are on-going and additional funding for the event will be recommended this budget year. He reported on the status of Gambel Oak, Red Maple and his commitment on conducting an employee satisfaction survey.

Mark Harrington explained that the Legal Department has no programs or operations and measures are defined in response time to requests or success rate on law suits.. The time the Deputy City Attorney is spending on criminal prosecutions and water is increasing and represents a cost to the department. The Assistant City Attorney is handling some criminal cases and some work is outsourced.

Police Chief Lloyd Evans explained that the Department's performance measures focus on service delivery. All performance goals relate to Council Goal #8, *open and responsive government* and he discussed the goal of responding to calls within 15 minutes which is at 85%. There is a slower response time during the peak season and the average is about seven minutes. Community policing and support related goals will be further defined this budget year and key assignments have been staffed at 100%. Chief Evans commented on Dispatch where response time to record requests and calls have been tracked. Dispatching an officer within five minutes of the call is critical in measuring response and revealing important staffing information. He discussed the *Neighbors Helping Neighbors Program* and the traffic calming goal. The public safety facility project is slated for October 2005 and he announced the open houses planned in May on taxi regulations.

Pace Erickson pointed out that the building maintenance division of Public Works responds to customer complaints within 72 hours, 24 hours for minor emergencies, and two hours for major emergencies 98% of the time. Weekly building inspections were explained. Golf maintenance productivity increased mainly due to additional funding in the budget and cemetery and parks are meeting their targets. Snow removal is not reflected in this document. Additional services provided with the streets division is special event assistance and graffiti removal. The target for street lights is 96% but some repairs were not made because of snow. Traffic control devices and signs are high priorities and Mr. Erickson stated that structural surveys are performed on the China Bridge Parking Structure every three years and inspections on a regular basis.

With regard to the Transportation Fund, Kent Cashel stated that the cost per passenger is increasing, while the number of passengers are growing This diminishing margin of return is mainly due to regional expansion. The cost per passenger last year was $1.52, which widely fluctuates during the year. He was pleased to announce that the

City is 100% compliant with all federal and state water quality standards and reported that safety measures have been incorporated in water operations.

Dawn Jensen reported that the Building Department is on target with performance measures in the community where expectations are high. There are probably 200 financial guarantees currently being tracked by the Department with an associated value of about $15 million. Building activity has doubled from last year, which was up 40% from the previous year, and staffing has remained the same. She emphasized that the Building Department consistently remains under-budget. Ron Ivie pointed out that there are fewer complaints this year, but pointed out that and residents in Prospector will soon be contacted about compliance with the soils ordinance. The flood plain map has been prepared; and he discussed that Park City leadsis leading the state with regard to the number of residents obtaining flood insurance. There was discussion about properties bordering the flood plain and the City providing flood plain information to affected residents once the map is approved. Eric DeHaan explained that required engineering related services can vary significantly from project to project. Patrick Putt agreed and added that long range projects impact a number of departments and the Planning Department provides support to the public, Council, Planning Commission, Historic Preservation Board, and Board of Adjustment. Performance measures focus on disbursinggetting information out and processing permits in a timely manner. Response has been somewhat down because of staffing issues, and a new planner has been hired. He felt proud of the Planning Department's accomplishments and discussed the historic building survey project associated with Council's goal; more specifically *improve historic Park City*. The General Plan update relates to Goal #8, community visioning.

Alison Butz explained that the Special Events Department also manages facility use at Miners Hospital and Santy Auditorium and leases of all buildings. She spoke about the vacant land survey project, and a strategic plan for city-owned buildings. She discussed , performance measures and the collection of revenues for rentals of facilities. Council identified *community amenities and events* as a goal and she discussed the formation of the special events group charged with marketing, coordinating the calendar, and evaluating events. June and January are the busiest months for events and her Department has been working with the Arts Council on bus shelter art and the sound garden. Colin Hilton referred to capital projects conducted last year, including the Library expansion and trails work which were completed on time and within budget. Mr. Hilton stated that there is an effort to complete funded capital projects identified in the budget. Upcoming projects affect each other, i.e., t like the renovation of the Marsac Building and the construction of a police facility which must occur first. The Economic Development Department is advancing its 11 goals and strategies and acknowledged that Quinns Junction and downtown improvements have received most of the attention. He discussed economic development with regard to attracting new special events and businesses to Park City. Aziz Kurdi relayed that the Information Technology Department's performance measures relate to Council's goal of *open and responsive government.* Ninety-nine percent of IT's customers are employees and he detailed the features of the computer network, including hardware and software applications maintained for a variety of City services. There is no data regarding downtime for the system for 2003, but the established target is to up and running 97% of the time. For the last two years, the Department has attained a 99.9% rate on server up-time. The majority of services have been upgraded and there is a redundancy system in place. He spoke about the differences between responding and resolving service calls, averaging 1.23 hours and 4.46 hours, respectively. Updating the Internet is accomplished in-house. IT has also installed a redundancy system for phones; response time to phone service requests, with an averages response time to complaints of .100 of an hour. The Department also manages City cell phones and has negotiated a plan which pools all minutes and significantly reduces overage charges. He also oversees the Records Manager, who scans and archives documents, and the front desk where coverage has been greatly improved. Jim Hier felt that there should be measurement criteria with regard to the systems implementation plan.

Myles Rademan, Public Affairs Department, commented that his department organizes meetings, writes press releases and other informational pieces, and dispatches information both internally and externally. It is anticipated that the Citizen Guide will be produced every two years and a summer newsletter on odd years. He pointed out the many groups the Mayor has given the state of the city presentation to and the second home owners gathering is planned again this summer. The Olympic legacies are in the process of being completed and the Summer Tour will be conducted again this year. The Leadership Program is in its 11th year and has been very successful. The interest in sustainability iselement a new project for the Department and the clean-up event planned for May 7 and a. A new energy conservation program has been implemented for City facilities. H and he discussed the All-America Cities application. Mr. Rademan also explained his involvement with COSAC who has made three major purchases this year. T and here is about $2,850,000 remaining from the out of $10 million bond issuance.,
there is about $2,850,000 remaining.

Ken Fisher stated that the performance measures associated with recreation involve the Racquet Club, and adult and youth recreation programs. With regard to goals, he reported on the skate park expansion which is slated to begin July 5. Neighborhood parks are moving ahead and it is planned to hire one contractor for all three parks. Additionally, the temporary BMX site should be built and opened by the summer pending approval of a CUP. In response to a question from Jim Hier about neighborhood input, Mr. Fisher indicated that there have been no negative comments. Craig Sanchez explained the performance measures for the golf course, which relate to inventory, retail, instruction, golf operations, and administration. Linda Tillson explained that goals have been tailored to better reflect typical quality measures in the industry. These indicators include size of the collection, circulation, door count and Internet use and she discussed including comparisons information from other resort communities.

Lori Collett stated that the City processes approximately 8,900 pay checks a year and 99.82% are error-free. In Accounts Receivable, about 55,000 payments are remitted in a year and 98.5% hit the bank within a day, complying with the three day allowance set forth by state law. She emphasized that the annual audit is the performance measure for the Finance Department, which has been excellent.   Kim Leier, Human Resources, stated that turn-over is being tracked more closely. Efficiencies associated with recruitments have been analyzed to decrease the 60 day average for filling vacancies to 30 days and the Department now accomplishes this 65% of the time. Gary Hill highlighted the analysis resource program in the Budget and Grant Department. It is their intent to create an internal service survey to gage departmental satisfaction and this , which will provide meaningful information for next year's budget review.

4. Park City Cycling Festival MFL- June 2005. Alison Butz advised that the Cycling Festival is scheduled for June 17 through July 2 and the first week will include NORBA. The elite races will be added and the course has been modified which will provide better accessopen access on Deer Valley Drive to better accommodate Solamere residents. One-way traffic will be minimized and the finish line has been relocated in front of to Snow Park Lodge so that the sound system is directed toward the mountain. This is intended to mitigate amplified noise which was a nuisance for Lakeside residents last year. The organizer is requesting a fee waiver this year. S and staff analyzed visitor numbers during the event and staff is recommending a $3,700 fee waiver;; total fees are estimated at $16,845. The Council members indicated support of staff's recommendation.

5. Review of regular meeting. Mark Harrington pointed out a change to the Dad's Ice Cream franchise agreement with regard to the national standard for sound. He distributed red-lined drafts. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 28, 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, April 28, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Patrick Putt, Planning Director; and Eric DeHaan, City Engineer.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

Sally Elliott, representing the HMBA and Chamber/Bureau, stated that she is available for questions.

IV CONSENT AGENDA PUBLIC HEARINGS

1. <u>Ordinance approving a subdivision plat for the Village at Empire Pass, West Side, Pod A, Park City, Utah</u> **<u>(motion to continue to May 26, 2005)</u>** – The Mayor requested a motion to continue. Jim Hier, "<u>I so move</u>". Kay Calvert seconded. <u>Motion unanimously carried</u>

2. <u>Continuation of hearing on Ordinance approving a plat amendment and conveyance of right-of-way located at 713 Norfolk Avenue, Park City, Utah</u> - Planning Director Patrick Putt explained that the property is located in the HR-1 zone and was the site of the Angel House Inn. Through illustration of a map, he discussed adjacent properties and the configuration of access and parking to the property on Norfolk Avenue. The Kuhles acquired the property and reverted the use from a bed and breakfast to a single family residence. The owners are requesting construction of a garage and the solution is a detached garage, partially buried under the hillside with a subterranean connection from Crescent Tram to the house. He explained that in August 1990, the Sweeneys quiet titled a portion of this property to the City and the Kuhles have requested that the City convey its interest and in return, they will reconstruct the sidewalk through the entire property. The Planning Commission reviewed this a month ago and forwards a positive recommendation to combine the parcels into one lot but did not officially render a recommendation on the conveyance. Mr. Putt referred to Resolution No. 8-98, which sets forth criteria and parameters to evaluate requests for vacating rights-of-way. This proposal meets the spirit of the resolution by way of providing a net tangible amenity to the community and the

restoration project will be required to go through a separate process. The creation of a garage creates off-street parking and the reconstruction of Crescent Tramway is a public improvement and preserves public use. He discussed the noticing process and input from adjacent neighbors. He explained a concern expressed by Ms. Hazlehurst regarding the nature of the 1990 dedication of the Crescent Tramway Walkway across a portion of her property to the City. There is no evidence that the conveyance was improper and the Kuhle Subdivision project does not affect her property. She appears to be satisfied.

Mr. Putt acknowledged concerns expressed by neighbor Gary Bush about the application and he added that the design of the plan for the garage will be processed by the HPB. The garage is proposed to be partially buried underneath the Tramway Walkway and can accommodate two cars, parked in tandem. Patrick Putt discussed the unusual lot configuration and explained that the Land Management Code addresses structures with more than four sides and staff has the discretion to decide setbacks. There are eight to ten sides in this instance. The LMC requires that for lots with more than four sides, that the front, three sides and a rear must be identified. Staff focused on a driveway configuration that would minimize perpendicular parking on Norfolk. Mr. Putt pointed out the front, back and sides of the structure determined by staff, noting that the setback in the HR-1 zone is five feet. He urged the Council to approve the plat amendment, which includes the conveyance of a quit claim deed to the Kuhles in exchange for the reconstruction of about 110 feet of sidewalk. Jim Hier asked if approval of the plat also approves the five foot setbacks. Mr. Putt stated that the plat does not establish setbacks for the property. Mark Harrington advised that individuals are entitled to appeal within ten days of staff's determination in applying the LMC to a particular project. The appeal would be heard by the Planning Commission. The City Council, at its discretion, can add a condition with regard to the timing of recordation if there is concern about resolution of the setbacks. The Mayor invited the public to comment.

Gary Bush, 721 Norfolk Avenue, stated that his issues are parking, snow removal and circulation acknowledging the use has changed from a bed and breakfast to single family. He assumed that the most convenient access to the house will be on the surface and the family will park in front of the stairs or in front of the garage. If there is only a five foot setback with parked cars, circulation will be minimized. The interpretation of the front of the lot to Woodside is a stretch and this will have a negative effect on the neighborhood; allowances should be minimal. Mr. Bush indicated that he does not want to hold up the project and would feel comfortable with a ten foot setback which is typical for front yards, or a stipulation that there be no parking at the side of the garage.

Rick Otto, architect, commented that he has been working on this project for nine months. He relayed that Mr. Kuhle was always upfront about his need for a garage although not guaranteed in Old Town. He worked with his client to create a design that maintains the walkway and has minimal impact on the house. He distributed drawings of the plan to Council members and noted that the garage *pops up* above the street level about six feet and above the walkway about four or five feet. Mr. Otto detailed the plan, and explained that the garage would be about 20 feet below the main level. The project potentially improves the parking situation because the use is reverting to single family. He admitted that parking on the side of the garage could create a problem and perhaps should be a no parking zone. The garage is meant to serve the family; the driveway will be heated eliminating snow storage problems and the City plows the street. The material to be used for the surface of the top of the garage is still undecided.

With no further input, the public hearing was closed. Jim Hier stated that if Mr. Bush is comfortable with a no parking sign, it seems like a reasonable solution. The Mayor reopened the public hearing.

Ann MacQuoid, realtor, relayed that skiers park there and use the Town Lift on a regular basis and when it was a bed and breakfast, there were four to five cars parked there all of the time, leaving no off-street parking. This is a family who has no intentions to rent the house and it makes sense that they would use the garage, especially in the winter.

Gary Bush insisted that parking spaces are lost by locating the garage there and there is a potential that someone will park next to the garage and block his access and again referred to the five foot setback issue.

Mark Harrington pointed out that if the Kuhles landscaped or built a berm up to their property line, it would have the same effect which makes the five foot versus ten foot setback argument moot. He further clarified that even if there is a ten foot setback, there is nothing to preclude the Kuhles from installing a fence or landscaping to the property line and having the same effect. There was discussion about using other features to discourage parking instead of a parking sign. Jim Hier favored conditioning the plat approval with posting a no parking sign. Mr. Bush asked about the interpretation of the front side and Mr. Hier stated that if this is an issue, it should go back to the Planning Commission. However, this goes beyond the plat amendment review and he recalled that the no parking option was acceptable to Mr. Bush earlier. Gary Bush stated that setbacks are his main issue. Mark Harrington understood Mr. Bush is requesting that the front yard be determined off of Norfolk with the garage ten feet back, no landscaping, and a dedication of more right-of-way to maintain the ten foot width available for circulation and off-street parking. If the plat is approved tonight, Mr. Bush still has recourse to appeal the setbacks to the Planning Commission and Board of Adjustment and the City Council can condition the approval.

Jim Hier, <u>"I move to remove this from the Consent Agenda and consider it as New Business to adjust the conditions</u>". Marianne Cone seconded. <u>Motion unanimously carried</u>".

3. <u>Continuation of hearing on acceptance of certain public improvements at Empire Pass Subdivision</u> – Joe Kernan disclosed that he has a recycling contract with Talisker. Eric DeHaan explained that the improvements have been in place for over two years,

including the one million gallon Lodge Tank and Marsac Avenue water lines. According to Code, the City is required to consider acceptance of public improvements. He clarified that the City is not accepting the road itself, which is under the jurisdiction of the state. The water lines are under Marsac Avenue and there is a dispute regarding a portion of Marsac Avenue as it crosses the Marsac Claim. The City is holding a guarantee from UPCM to cover the relocation of that portion of the road and the water lines, should that become necessary. In addition to the water lines, Pump Station #2 was constructed uphill from the Empire Canyon Day Lodge and the City is accepting the supply line from Bald Eagle. The pipes, pump and tank are all in good condition and he recommends approval to provide for the orderly transfer of improvements to the Water Department.

The Mayor opened the public hearing. With no comments, the hearing was closed.

V CONSENT AGENDA

Staff urged Council to also remove Item 7 from the Consent Agenda. Marianne Cone, "I move to move Item 7 from the Consent Agenda to New Business". Kay Calvert seconded. Motion unanimously carried. Jim Hier, "I move to move Item 6 from the Consent Agenda to New Business". Marianne Cone seconded. Motion unanimously carried. Kay Calvert, "I move to approve Consent Agenda Items 2, 3, 4 and 5 and incorporate Page 102 with Consent Agenda Item #4". Marianne Cone seconded. Motion unanimously carried.

1. Ordinance approving a plat amendment and conveyance of right-of-way located at 713 Norfolk Avenue, Park City, Utah

2. Ordinance accepting certain public improvements at Empire Pass Subdivision

3. Approval of memorandum of understanding with Boys and Girls Club

4. Award of Franchise Agreement to Dad's Ice Cream to allow ice cream vending within the public right-of-way for a period not to exceed one year

5. Assignment of concessionaire agreement to The Sleigh for services at the Park City Municipal Golf Course in a form approved by the City Attorney

6. Consideration for adoption of a Resolution of the City Council of Park City, Utah approving the acquisition and construction of certain improvements; approving and authorizing the execution of an Agreement between the city and the Redevelopment Agency of Park City providing that the Agency reimburse the City for certain costs of the improvements and related matters

7. Consideration for adoption of a Resolution of the City Council of Park City, Utah finalizing the terms and conditions of the issuance and sale by the Issuer of its Sales Tax Revenue Bonds, Series 2005A and Sales Tax Revenue and Refunding Bonds,

Series 2005B in the aggregate principal amount of $20,000,000; awarding and confirming the sale of said Series 2005 Bonds; authorizing the execution by the Issuer of a Third Supplemental Indenture of Trust, a Bond Purchase Agreement, an Escrow Agreement, and other documents required in connection therewith; authorizing and approving an official statement; ratifying and approving the use of a preliminary official statement; and authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this Resolution; providing a severability clause; repealing resolutions and orders in conflict; providing an effective date; and related matters

VI NEW BUSINESS

1. Ordinance approving a plat amendment and conveyance of right-of-way located at 713 Norfolk Avenue, Park City, Utah – Patrick Putt suggested language for an additional finding, *extended Norfolk Avenue sou*th *of 8th Street is a dead end street with limited vehicular maneuverability, limited on-street parking and snow storage*. The condition of approval linked with this would be, *City no parking signs shall be installed at the applicant's expense along the east wall of the garage and retaining wall prohibiting on-street parking on the applicant's east property line.* Jim Hier, "I move that we approve the plat amendment as modified by Patrick Putt with regard to the addition of Finding No. 13 and Condition No. 7". Candace Erickson seconded. Motion unanimously carried.

2. Consideration for adoption of a Resolution of the City Council of Park City, Utah finalizing the terms and conditions of the issuance and sale by the Issuer of its Sales Tax Revenue Bonds, Series 2005A and Sales Tax Revenue and Refunding Bonds, Series 2005B in the aggregate principal amount of $20,000,000; awarding and confirming the sale of said Series 2005 Bonds; authorizing the execution by the Issuer of a Third Supplemental Indenture of Trust, a Bond Purchase Agreement, an Escrow Agreement, and other documents required in connection therewith; authorizing and approving an official statement; ratifying and approving the use of a preliminary official statement; and authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this Resolution; providing a severability clause; repealing resolutions and orders in conflict; providing an effective date; and related matters - and

3. Consideration for adoption of a Resolution of the City Council of Park City, Utah approving the acquisition and construction of certain improvements; approving and authorizing the execution of an Agreement between the city and the Redevelopment Agency of Park City providing that the Agency reimburse the City for certain costs of the improvements and related matters – Consultant Dave Miner explained that the bond sale occurred today for $20 million revenue bonds which is the largest bond sale in the City's history. It was conducted by competitive sale reserved for the highest quality bonds. In order to prepare the issue for the market, an official statement was prepared and sent to Standard & Poors which is AAA. There were six bids submitted, which ranged from 3.92% up to 4.20% with the winning bid to UBS at 3.92%. The bonds will

close in about nine days. Seth Atkinson urged Council to approve the final bond resolution and the agreement between the RDA and the City, allowing the tax increment to be used for debt service of the sales tax revenue bonds. The RDA will need to approve the agreement as well. Kay Calvert, "I move to approve Items 2 and 3 under New Business. Candace Erickson seconded. Motion unanimously approved.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

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

The meeting opened at approximately p.m.

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

Prepared by Janet M. Scott, City Recorder

City Council
Staff Report

Author: **Alison Butz and Dave Gustafson**
Subject: **Park City Cycling Festival**
Date: **May 12, 2005**
Type of Item: **Administrative – Master Festival License**

PARK CITY 1884

Special Events and Facilities Department

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the Master Festival License for the Park City Cycling Festival, June 17 through July 2, 2005.

Description:

Topic:
Review the Master Festival License Application, submitted by Blue Wolf Events, LLC, for the Park City Cycling Festival, which includes the USCF National Championships and the return of the NORBA event.

Background:
The Park City Cycling Festival, produced by Blue Wolf Events, will host NORBA Mountain Bike Races from June 17 through June 19 and the USCF National Championship for Juniors, Elite, Masters Men, and Women from June 21 through July 2.

Park City will host the USCF National Championships for a second year. Due to the success of the races in 2004, the schedule now includes the Elite races and the return of NORBA mountain bike racing.

Deer Valley Resort will again host the events, but the location of the start/finish line and base of operations has moved closer to Snow Park Lodge. Routes remain the same with some modifications in the Lower Deer Valley area to assist traffic flow and minimize impacts to the neighborhoods.

The Park City Cycling Festival meets the City Council's Goal #4, which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort, which hosts such events as this, and to increase the number of events in the summer.

Analysis:
The event runs from June 17 through July 2, 2005. The event's calendar change is positive for Park City, since June is a slower time of year, and looks to bring in approximately 3,000 – 5,000 people for the event.

Start/Finish Area

The organizer relocated the Start/Finish area from Lot 5/6, to Deer Valley Drive in front of Snow Park Lodge. The relocation of the operations mitigates noise concerns from residents surrounding Lot 5/6. The activities and sound are now directed towards the mountain.

The Start/Finish structure remains in Deer Valley Drive for the duration of the entire event. Traffic on Deer Valley Drive will be redirected into Deer Valley's drop/load zone. This allows normal traffic flow to occur each day after the races conclude.

Routes

The overall routes out of town will remain the same; however, the organizer modified the routes in Lower Deer Valley to address complaints from residents in the Solamere and surrounding area. During most of the days in 2004, all traffic was diverted at the "Stew Pot" intersection and required to go one-way around lower Deer Valley passing in front of Snow Park Lodge. A majority of the races use a new new route (refer to Exhibit B) that allow convenient access to all properties in the area. One-way traffic on Deer Valley Drive will only occur for a day and a half.

NORBA

For the duration of NORBA, Deer Valley Drive will be closed in front of Snow Park Lodge. Traffic will be diverted at the Stew Pot and access to all condominiums will be maintained throughout the duration of the event.

Road Race

Each race group heading out of town consists of a caravan with a Utah Highway Patrol (UHP) car in the lead, followed by press, race judges and members of the event staff. Additional cars with similar purposes follow the racers and UHP secures the end of the group.

While the racers and the caravans leave town, event race marshals and police control key intersections and driveways while the caravan passes through town. Cars are held at these points for approximately 3 to 5 minutes. For vehicles behind the caravan, there will be opportunities to pass on wider roadways, otherwise the traffic behind will travel at the speed of the caravan. The same process will take place on the return. Once a racer drops out of the main group, as determined by the race organizers, they are required to obey traffic laws and must make it back to the finish on their own.

The Park City Police Department is responsible for controlling traffic at all major intersections in town and UHP will be responsible for staffing the intersections outside of the City limits.

Criterium and Course "C" Races
For public safety concerns, these races will require Police Services Staff to control major intersections. Staff worked to identify the locations and hours to prepare estimated costs for the organizer. (Refer to Exhibit B for a cost estimate.)

The Building Department will review the Start/Finish area tents, bleachers and other structures for compliance with the Building Code.

<u>Fee Waiver Request:</u>
Section 4-8-9 of the Municipal Code provides applicants for Master Festival and Special Event Licenses with criteria to request a waiver for all or a portion of associated fees. The Section further states that Council approves or denies fee waiver requests for all new applications. Eligibility for a full or partial fee waiver shall be determined pursuant to the following criteria, none of which shall be individually controlling. Blue Wolf Events requested a partial waiver of all fees associated with the Park City Cycling Festival. Staff recommends a fee waiver of $3,700 for the Park City Cycling Festival. Staff based its recommendation on an average of the Chamber's analysis of spending by day visitors ($44.41) and overnight visitors ($141.71), along with the City's 1% Resort Community Tax revenue.

When evaluating fee waivers, Council looks at the potential tax revenue and basis the decision upon that as well as affects to the overall budget. Services such as Police and Transportation are direct costs and are rarely waived since departmental budgets are impacted in the form of overtime labor.

The Applicant has responded to the Fee Waiver criteria set forth in the Municipal Code. Please see text in italics for Blue Wolf Event's response to the criteria.

1. For-profit or non-profit status of the Applicant;
   Blue Wolf Events is a for-profit organization.
2. Whether the event will charge admission fees*;*
   There is no general admission charge for spectators. There is a charge for participants and a discount rate is available.
3. Whether the event is youth-oriented;
   The USA Cycling National Championships will contain three days of junior events. The 2005 event will also include the elite athletes, which provide young cyclists the opportunity to see the next leaders in the sport.
4. The duration of the event;
   The event will run from June 17th through July 2nd. The event is split into two parts, mountain biking and road cycling. Over the entire duration there will be 5 distinct groups entering town; mountian bike racers, elite, espoir, junior, and master racers. The final 4 groups mentioned have a minimum stay of three days in town to compete in all of their events.
5. Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;
   Yes, the event will bring approximately 3,000 – 5,000 people to Park City. A

majority of the attendees will be from out of town and will be lodging in Park City. Additional tax benefits will come from the spending of money in restaurants and on other services. The estimated revenue is $3,700. The NORBA event has been added to the PCCF and is anticipated to bring an additional 1500 participants to town

6. The degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;
   A majority of the costs of City Services will be from Police support. The City will receive increased revenue from the event from the spending of the attendees.
7. The season of occurrence; and
   The event will take place in June, Summer. No other significant events occur in June. Moving the Cycling Festival to the June line-up would certainly increase revenue during that time versus the August timeframe it was held last year.
8. Demonstration of hardship by the Applicant.
   None noted.

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

Department Review:

All applicable departments have reviewed the Park City Cycling Fest and comments have been incorporated into the report.

Recommendation:

Review the Master Festival License application, conduct a public hearing, and consider approving the license for the Park City Cycling Festival Master Festival License, June 17 through July 2, 2005 based on the following:

Findings of Fact:

1. The event runs from June 17 through July 2, 2005. The start and finish of all races in Park City will take place in Lot 5 and 6 at Deer Valley Resort. Registration for the event will be at the Lodges from 8am to 5pm daily. Not all races will be held in Park City, however, each evening the awards ceremonies will be held on the Town Lift Plaza from 6pm to 8:30pm.
2. Deer Valley Resort will accommodate parking for the anticipated crowd size throughout the duration of the event. No shuttle transportation is needed for either the races or for the awards on Town Lift Plaza. During the event traffic may be held at certain intersection for a period of 3 – 5 minutes. The conduct of the Park City Cycling Festival Events will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.
3. The Park City Cycling Festival is oriented towards the athletes and their families. The events associated with the Park City Cycling Festival will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public

services protection to the remainder of the City.

4. No street will be closed to traffic during the event. The event will not interfere with police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. Master Festival or Special Event license have been granted for the Royal Street Hill Climb on June 23 and for the Radisson Antique Show on June 17, 18 and 19. The Park City Cycling Festival will not substantially interfere with the logistics and venue for the Antique Show at the Radisson or the Royal Street Hill Climb based on the following:
   a. The Park City Cycling Festival will host NORBA events on June 17, 18 and 19. All events on those days are located at Deer Valley Resort. The activities related to the Park City Cycling Festival on June 23 will be finished by the start of the Royal Street Hill Climb;
   b. The events for the Antique Show and the award Ceremonies for the Cycling Festival will overlap. Both events will be taking place in separate areas of town and will not take away draw from the other;
   c. The Park City Cycling Festival has a large impact to town, but will not impact either event;
   d. No public personnel or City services are required for the Antique Show nor the Royal Street Hill Climb and therefore will not draw services from other areas of town required for the Park City Cycling Festival; and,
   e. The Antique Show is located at the Radisson. Adequate parking is available on site. The Royal Street Hill Climb has minimal parking impacts. Due to the anticipated size of the event adequate parking can be accommodated on site.
6. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
8. The fee waiver of $3,700 is based on an average of the Chamber's analysis of spending by day visitors ($44.41) and overnight visitors ($141.71), along with the City's 1% Resort Community Tax revenue.

Conclusions of Law:

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

Conditions of Approval:

The applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.

The applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

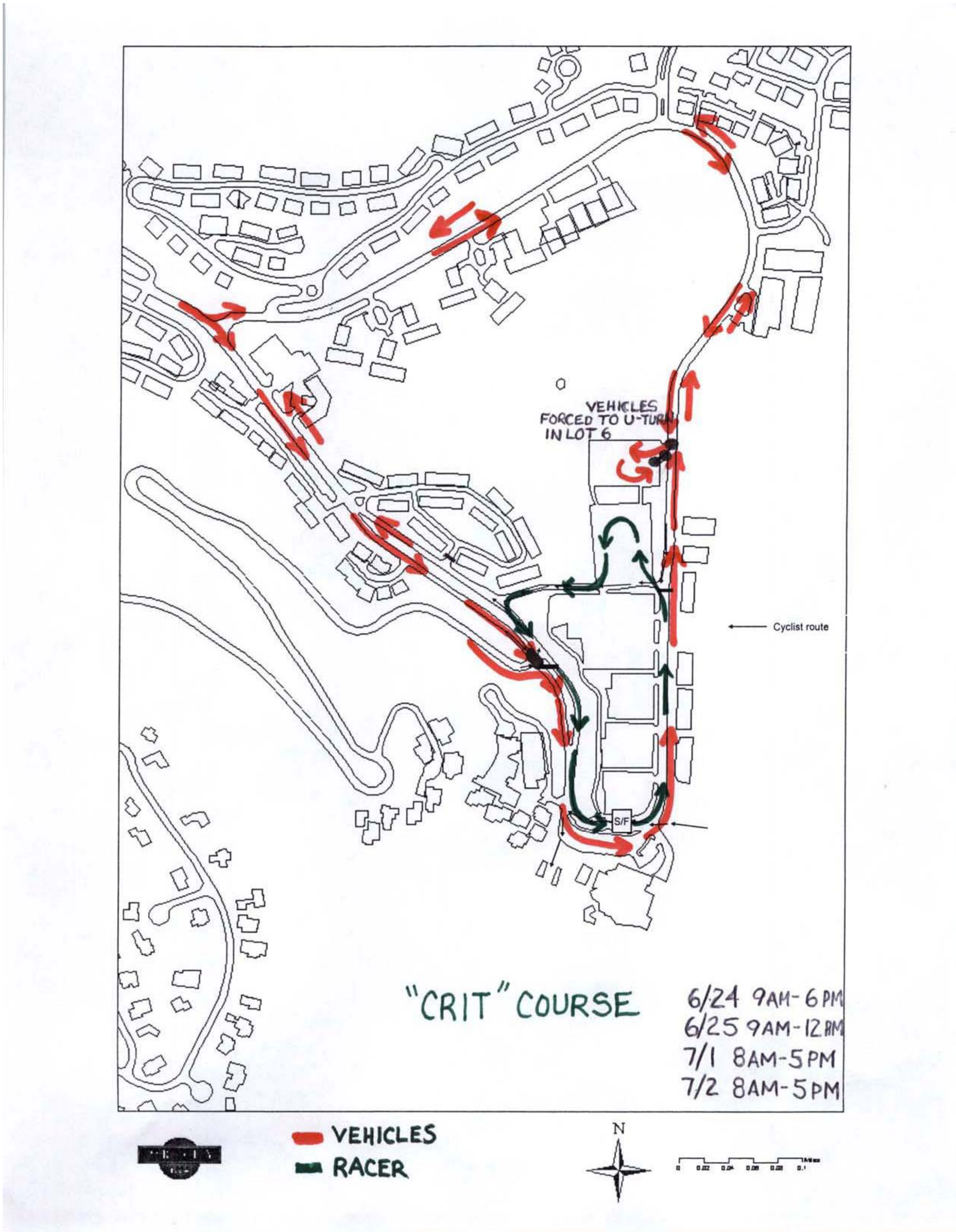
All activities on the Town Lift Plaza shall conclude by 9:00pm each evening.

Signs shall be placed along the race routes no later than four days prior to the first event notifying vehicles of expected delays.

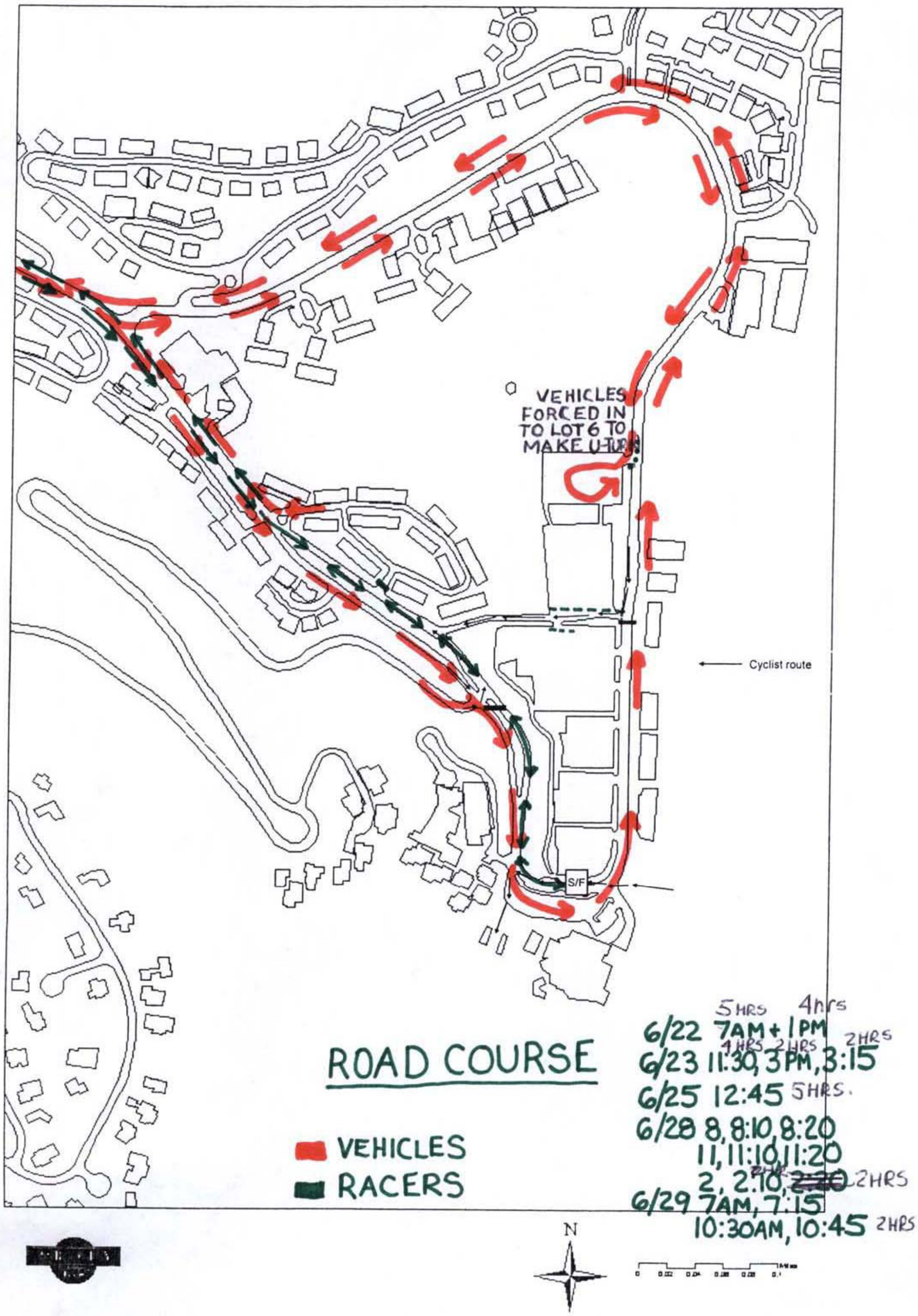
Exhibits
Exhibit A – Estimated Fees
Exhibit B – Race Routes

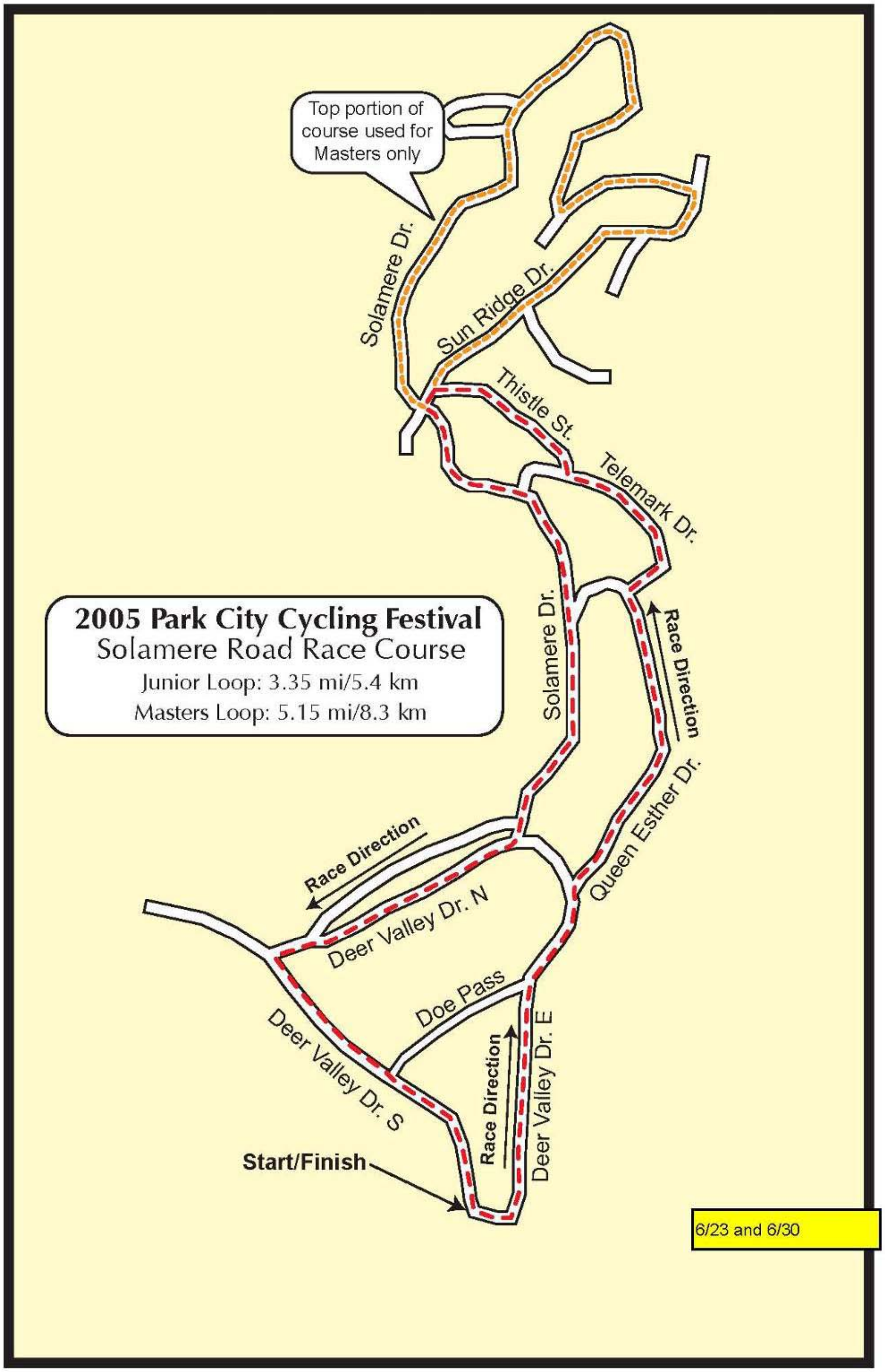
Exhibit A – Fee Estimate

INVOICE **Park City Cycling Festival** June 17 - July 3, 2005	Special Events Department PO Box 1480 Park City, Utah 80460	
SERVICE DESCRIPTION	**COST WAIVED**	**COST**
Special Events and Facilities Department		
Application Fee - New Event	$50.00	$50.00
Streets Department		
Barricade Rental	$608.00	$608.00
Barricade Drop and Pick Up Fee	$150.00	$150.00
Electronic Sign Rental	$1,200.00	$1,200.00
Police Department		
Base Officer Time	$732.00	$18,329.50
Parks Department		
Bleacher Rental	$800.00	$800.00
Bleacher Delivery and Pick up	$50.00	$50.00
Building Department		
Permit Application Fee	$15.00	$15.00
Building Inspection	$15.00	$15.00
Tent <200 square feet	$30.00	$30.00
Trailer	$50.00	$50.00
TOTALS	**$3,700.00**	**$21,297.50**
	Waived Amount	**$3,700.00**
	TOTAL DUE	**$17,597.50**


VEHICLES
FORCED TO U-TURN
IN LOT 6
Cyclist route
S/F
"CRIT" COURSE
6/24 9AM-6PM
6/25 9AM-12AM
7/1 8AM-5PM
7/2 8AM-5PM
VEHICLES
RACER
N

#1


VEHICLES FORCED IN TO LOT 6 TO MAKE U-TURN
S/F
Cyclist route
ROAD COURSE
VEHICLES
RACERS
5HRS 4hrs
6/22 7AM + 1PM
4HRS 2HRS 2HRS
6/23 11:30, 3PM, 3:15
6/25 12:45 5HRS.
6/28 8, 8:10, 8:20
11, 11:10, 11:20
2, 2:10, ~~2:20~~ 2HRS
6/29 7AM, 7:15
10:30AM, 10:45 2HRS
N


Top portion of course used for Masters only
2005 Park City Cycling Festival
Solamere Road Race Course
Junior Loop: 3.35 mi/5.4 km
Masters Loop: 5.15 mi/8.3 km
Solamere Dr.
Sun Ridge Dr.
Thistle St.
Telemark Dr.
Solamere Dr.
Race Direction
Queen Esther Dr.
Race Direction
Deer Valley Dr. N
Doe Pass
Deer Valley Dr. S
Race Direction
Deer Valley Dr. E
Start/Finish
6/23 and 6/30

Special Events and Facilities Department

City Council Staff Report

Author: **Max Paap**
Subject: **Wasatch Back Relay**
Date: **May 12, 2005**
Type of Item: **Administrative – Master Festival License**

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the license for the Wasatch Back Relay.

Description:

Topic:
Review the Master Festival License Application, submitted by Backroad Events, LLC, for the Wasatch Back Relay at City Park on June 18, 2005.

Background:
Backroad Events, LLC submitted an application requesting a Master Festival License to hold the conclusion of The Wasatch Back Relay at City Park. The event would run from 6:00am-6:00pm on Saturday, June 18, 2005. This is a second year event that begins in Logan and finishes in Park City. The race organizers expect the race to draw 100-150 runners from out of state. This event was approved last year, running a similar course, but finishing at the Town Lift Plaza. They hope by finishing in City Park it will become more of a community based event.

The Wasatch Back Relay is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events

Analysis:
The event organizers have requested to hold their event on June 18, 2005. The event would begin at 6:00am with the finish line being the focal point in City Park. Teams would be finishing throughout the day, with the final teams coming in by early evening. In discussions with the Park City Police department, it has been determined that there is to be only one road crossing in Park City. This crossing would be at Marsac Avenue, on the south side of the roundabout and could be staffed by volunteer race marshals due to the fact that this race would not contain one large "pack" of racers. This application is being reviewed as a Master Festival License due to its location on City property and the request for a variance from the noise ordinance.

City Park Activities

The race organizers will provide announcements as the racers finish on Sullivan Road and live music is set to start at 10:00 am and run until approximately 5:00 pm in the bandshell. Beverages and pre-prepared food will be available to racers and spectators. End of event activities including photos and medal awards will follow the live music. Sponsor and vendor booths will be available. The activities in City Park will begin at 6:00 am and will conclude by 6:00 pm. No other activities are planned for City Park on June 18, 2005.

Parking

The applicant has received permission from Park City Mountain Resort for use of the parking lot at Empire Ave. & 14th Street. With the addition of this lot, parking for the anticipated crowd size can be accommodated within City Park and on Park Avenue.

Department Review:

All applicable departments have reviewed the Wasatch Back Relay and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Wasatch Back Relay occur as described.

Deny the Request:

Deny the Master Festival License, preventing the addition of the Wasatch Back Relay to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information

Significant Impacts:

City Park has haled many similar events to the Wasatch Back Relay. The activities will be contained within the venue and will conclude by 6:00 pm.

Consequences of not taking the recommended action:

The Wasatch Back Relay would not take place.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival for the Wasatch Back Relay on June 18, 2005 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Wasatch Back Relay will be held Saturday, June 18, 2005. The participants will begin to arrive at City Park from 6:00 am to 6:00 pm and race teams will be announced once they cross the finish line.
2. Parking for the anticipated crowd of 400 people can be accommodated with the existing parking in and around City Park. And the additional provided by the use

of the Park City Mountain Resort lot. The conduct of the Wasatch Back Relay will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.

3. The event is oriented towards families and youth. The events associated with the Wasatch Back Relay will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held in City Park. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. One other Master Festival and Special Event License has been issued for June 18, 2005. The Park City Cycling Festival will run its Deer Valley NORBA Bike Series on the mountain at Snow Park Lodge in lower Deer Valley. The Wasatch Back Relay will not substantially interfere with the logistics and venue for the Park City Cycling Festival for which a license has already been granted and with the provision of City services in support of other such events or governmental functions based on the following:

    a) The Wasatch Back Relay will take place along Deer Valley Drive and in City Park. The NORBA Cycling Championships are run on the mountain at Snow Park Lodge in lower Deer Valley.
    b) The NORBA Cycling Championships are set to be run between 8:00 am and 5:30 pm on June 18, 2005. While the Wasatch Back Relay will begin to see athletes in Park City between the hours of 6:00 am and 6:00 pm.
    c) Attendance projections are as follows: Wasatch Back Relay- 400; NORBA Cycling Championships- 300.
    d) Both events have their own venues and all people and all activities associated with each event will be contained to their own area. All public personnel, equipment, and /or transportation services at the event have been coordinated with adequate time to insure there is no negative impact to those services in town; and
    e) Attendee parking for the Wasatch Back Relay will be located at City Park and the Park City Mountain Resort lot at Empire Ave. and 14th Street. The spectators of the NORBA Cycling Championships will utilize the parking lots near the Snow Park Lodge. Due to the anticipated size of the event, adequate parking can be accommodated without negative impacts on other areas of town.

6. The organizer will provide adequate insurance for the event.
7. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this

Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.

The applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

Attachments

None

City Council Staff Report

Special Events and Facilities Department

Author: Max Paap
Subject: Peace House Fundraiser- featuring Ides of Soul
Date: May 12, 2005
Type of Item: Administrative – Master Festival License

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the license for the Peace House Fundraiser featuring Ides of Soul.

Description:

Topic:
Review the Master Festival License Application, submitted by Peace House, Inc., for the Peace House Fundraiser at City Park on June 28, 2005.

Background:
The Peace House submitted an application requesting a Master Festival License to hold a Fundraiser/ Concert at City Park. The event would run from 5:00pm-8:00pm on Tuesday, June 28, 2005. The event is one that will promote community support and celebrate the 10th Anniversary of the Peace House in Park City. The applicant wanted to attempt an outdoor 'fun' event, opposed to the more formal fundraisers in previous years.

The Peace House Fundraiser is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:
The event organizers have requested to hold their event on June 28, 2005. The event would begin at 5:00pm at the park with a band performing live music and a collection of donated items the Peace House would auction off on e-Bay, with proceeds to benefit the Peace House. Activities would be similar to the ever popular "Concerts in the Park" series which used to take place in City Park on Wednesday nights in past summers. This application is being reviewed as a Master Festival License due to its location on City property and the request for a variance from the noise ordinance.

<u>City Park Activities</u>
The Ides of Soul will perform and selected speakers will address the crowd in the bandshell located in the south end of City Park. The activities in City Park will begin

at 5:00pm and will conclude by 8:00pm. No other activities are planned for City Park on June 28, 2005.

Parking

Parking for the anticipated crowd size can be accommodated within City Park and on Park Avenue.

Department Review:

All applicable departments have reviewed the Peace House Fundraiser featuring Ides of Soul and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Peace House Fundraiser featuring Ides of Soul occur as described.

Deny the Request:

Deny the Master Festival License, preventing the addition of the Peace House Fundraiser featuring Ides of Soul to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information

Significant Impacts:

City Park has haled many similar events to the Peace House Fundraiser featuring Ides of Soul. The activities will be contained within the venue and will conclude by 8:00pm.

Consequences of not taking the recommended action:

The Peace House Fundraiser featuring Ides of Soul would not take place.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival for the Peace House Fundraiser featuring Ides of Soul on June 28, 2005 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Peace House Fundraiser featuring Ides of Soul will be held Thursday, June 28, 2005. The event will last from 5:00pm to 8:00pm and will occur in City Park.
2. Parking for the anticipated crowd of 250 people can be accommodated with the existing parking in and around City Park. The conduct of the Peace House Fundraiser featuring Ides of Soul will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The event is oriented towards families and youth. The events associated with the Peace House Fundraiser featuring Ides of Soul will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.

9. The event will be held in City Park. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
10. One other Master Festival and Special Event License has been issued for June 28, 2005. The Park City Cycling Festival will run its Junior Road Race in the lower Deer Valley loop. The Peace House Fundraiser featuring Ides of Soul will not substantially interfere with the logistics and venue for the Park City Cycling Festival for which a license has already been granted and with the provision of City services in support of other such events or governmental functions based on the following:

    a) The Peace House Fundraiser featuring Ides of Soul will take place in City Park. The Cycling Championships are run on the Lower Deer Valley Loop.
    b) The Cycling Championships are set to be finished by 4:00 pm on June 28, 2005. While the Peace House Fundraiser featuring Ides of Soul will begin at 5:00 pm.
    c) Attendance projections are as follows: Peace House Fundraiser featuring Ides of Soul- 250; Park City Cycling Championships- 200.
    d) Both events have their own venues and all people and all activities associated with each event will be contained to their own area. All public personnel, equipment, and /or transportation services at the event have been coordinated with adequate time to insure there is no negative impact to those services in town; and
    e) Attendee parking for the Peace House Fundraiser featuring Ides of Soul will be located at City Park. The spectators of the Park City Cycling Championships will utilize the parking lots near the Snow Park Lodge. Due to the anticipated size of the event, adequate parking can be accommodated without negative impacts on other areas of town.
11. The organizer will provide adequate insurance for the event.
12. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
13. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.

The applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

Attachments

None

City Council
Staff Report

PLANNING DEPARTMENT

Planner: Kirsten Whetstone
Subject: 617 Woodside Avenue
Date: April 27, 2005
Type of Item: Administrative (plat note amendment)

RECOMMENDATION: Staff recommends the City Council review the proposed plat note 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 this staff report.

DESCRIPTION

Project Name:	617 Woodside Avenue plat note amendment to the "Parcel 2 Walter-Daniels Subdivision plat"
Applicant:	Jeff Love
Location:	617 Woodside Avenue
Zone:	Historic Residential (HR-1)

BACKGROUND

The applicant is requesting a plat note amendment to remove plat note #1 from the "Parcel 2 amended Walters-Daniels Subdivision" plat regarding floor area limitations for Lot 2. Plat note #1 states "the total building volume on Lot 2 shall not exceed 1,900 square feet." The applicant is requesting removal of this plat note to allow for the application of current LMC Section 15-2.2-3- Lot and Site Requirements, consistent with other lots of this size in the HR-1 zoning district.

An historic structure, known as the Old Miner's Lodge (615 Woodside Avenue), is located on Lot 1 of this 2 lot subdivision plat. A new building (617 Woodside Avenue), originally constructed as a caretaker's dwelling in 1998 with additional parking for the Old Miner's Lodge, is located on Lot 2. The current applicant purchased both structures for the purpose of converting both into single family residences.

Operation of the Old Miners Lodge as a bed and breakfast commenced prior to the adoption of the B&B provision of the LMC. The Lodge had been operating without a CUP for a B&B as a valid non-conforming use.

The historic structure at 615 Woodside Avenue is not currently operated as a Bed and Breakfast, Boarding House, or Hotel. The City's Finance Department has confirmed that as of April 21, 2005, no lodging uses that require a conditional use permit, are in effect for either 615 or 617 Woodside Avenue. The structure at 617 Woodside is intended to be a single family residence independent of the historic building at 615 Woodside.

On September 25, 1997, the amended Walter-Daniels subdivision plat was approved by the City Council. The general purpose of the plat was two fold. The plat 1) eliminated a condition of the historic Old Miner's Lodge extending over multiple platted "old town" lot lines and 2) accommodated the development of a caretaker's residence and a garage/off-street parking area on a separate lot.

At the time of the 1997 plat amendment approval, the caretaker's dwelling was essentially part of the Bed and Breakfast operation. In addition, the LMC in effect at the time required floor area ratio maximums based on lot size. While the historic structure was exempt from the floor area ratio, the new structure was limited by the LMC to 2,650 (including a 400 sf garage). The applicant had submitted plans for the caretaker's unit on Lot 2 which had a building volume of 1,900 square feet. There was a finding made at the time of the 1997 plat amendment approval stating, "the applicant's preliminary building plans are for a total building volume of approximately 1,900 square feet." Plat note #1, restricting building volume on Lot 2 to 1,900 square feet, apparently was based on this finding.

An additional plat note was added regarding the parking situation. Plat note #2 states that "so long as the Old Miner's Lodge remains a lodging facility, parking shown on Lot 2 shall be designated for the use and enjoyment of Lot 1, and so as not to have Merger by Deed, Park City Municipal Corporation shall be third party beneficiary to said easement." As the Old Miner's Lodge is not currently licensed as a lodging facility, the parking easement shown on Lot 2 for the benefit of Lot 1 may no longer apply.

On April 27, 2005, the Planning Commission conducted a public hearing on this item. There was no public comment. The Commission voted to forward to City Council a positive recommendation to approve the plat note amendment.

ANALYSIS

The property is located in the HR-1 zone. The applicant intends to remodel and add on to the existing non-historic house located at 617 Woodside (Lot 2). An application for Historic Design Review for the addition was submitted on January 25, 2005.

As the Old Miner's Lodge is no longer licensed by the City as a lodging facility, the applicant is requesting application of the current LMC lot and site requirements (Section 15-2.2-3) in lieu of note #1 on the plat. Lot 2 consists of two "old town" lots with a width of 50' and a depth of 75'. Maximum building footprint would be 1,519 sf.

Because the Old Miners Lodge is not licensed as a B & B, it appears that the previous nexus between these two properties (ie. B&B/caretaker's residence) no longer exists. In addition, the LMC has been amended, since the 1997 plat note, to remove floor area restrictions in lieu of building foot print restrictions. Therefore, staff recommends that the plat note should be removed and the current LMC regulations should apply to this lot in the same manner as they apply to other lots of this size and configuration in the HR-1 zoning district.

NOTICE
Notice of this hearing was sent to property owners within 300' on April 13, 2005. The property was properly posted and legal notice was published in the Park Record. No public comments have been received by staff at the time of this report.

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 April 19, 2005, where representatives from local utilities and City Staff were in attendance.

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

Exhibit A- Parcel 2 Amended Walter Daniels Subdivision plat
Exhibit B- Ordinance

AN ORDINANCE APPROVING A PLAT NOTE AMENDMENT FOR THE PARCEL 2 AMENDED WALTER DANIELS SUBDIVISON PLAT TO REMOVE NOTE #1, LOCATED AT 617 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of lot 2 of the Parcel 2 Amended Walter Daniels Subdivision, located at 617 Woodside Avenue have petitioned the City Council for approval of 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 April 27, 2005, to receive input on the proposed plat amendment;

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

WHEREAS, on May 12, 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 Historic Residential (HR-1) zone.
2. The property at 617 Woodside consists of a 50’ wide by 75’ deep lot, known as Lot 2 of the “Parcel 2-Amended Walter Daniels Subdivision” approved by the City Council via Ordinance No. 97-45.
3. The HR-1 zone is a residential zone characterized by a mix of contemporary residences and a mix of smaller and larger historic homes, including the Old Miner’s Lodge at 615 Woodside.
4. The applicant is requesting approval of a plat note amendment to delete note #1 from the Parcel 2- Amended Walter-Daniels Subdivision. Note #1 states that “the total building volume on Lot 2 shall not exceed 1900 square feet.”
5. As of April 21, 2005, Park City business license records indicate that no lodging use (B&B) license is issued to 615 Woodside Avenue (Old Miners Lodge). These records further indicate that the Old Miners Lodge ceased Bed and Breakfast

operations on August 15, 2004.

6. Section 15-2.2-3 of the amended Land Management Code specifies lot size, setbacks, maximum building pad and footprint area, setback exceptions, height, and snow shedding requirements for all lots in the HR-1 district. The maximum building footprint area allowed for a 50' by 75' lot is 1,519 square feet.
7. The Old Miner's Lodge at 615 Woodside Avenue commenced operating as a bed and breakfast prior to the City's enactment of B&B regulations. The Lodge had been operating without a CUP as a valid, non-conforming use.
8. A conditional use permit is required for bed and breakfast inns, boarding houses, and hotels in the HR-1 district. There are no valid conditional use permits for these uses for the historic building on Lot 1. Nightly rental is an allowed use in the HR-1 district.
9. In addition to plat note #1, a restrictive covenant limiting the structure on Lot 2 to 1900 sf was dedicated to the City and recorded separately (as evidenced by the title report for the property). A separate action by the City will be required to remove that 1,900 square foot limitation.
10. Condition of approval #3 of Ordinance 97-45 states "The applicant shall dedicate to the City a deed restriction, equitable servitude or real covenant which ties off-street parking to use of the Old Miner's Lodge and which binds the use of the new structure (Lot 2) as a caretaker's unit for the Old Miner's Lodge so long as the Old Miner's Lodge remains a lodging use. "
11. Removal of the 1,900 sf limitation for the structure on Lot 2 does not remove or rescind the covenant binding use of the structure on Lot 2 to a caretaker's unit so long as the Old Miner's Lodge is used as a lodging use.
12. All plat notes, with the exception of note #1, remain in full force and effect.
13. Notice of this hearing was sent to property owners within 300' on April 13, 2005. The property was properly posted and legal notice was published in the Park Record.
14. An application for Historic Design Review for an addition to the non-historic house at 617 Woodside was submitted on January 25, 2005.
15. On April 27, 2005, the Planning Commission held a public hearing and forwarded to the City Council a positive recommendation to approve this plat note amendment.

Conclusions of Law:

1. There is good cause for this plat amendment to remove plat note #1.
2. The plat note 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 to remove plat note #1.
4. As conditioned the plat note amendment is consistent with the Park City General Plan.

Conditions of Approval:

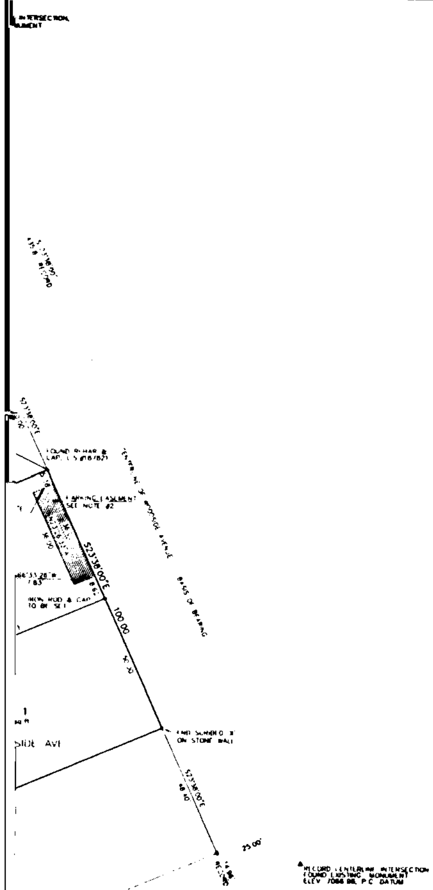
1. City Attorney and City Engineer review and approval of the final form and content of the plat amendment for compliance with the Land Management Code and

conditions of approval is a condition precedent to recording the plat.

2. All new construction on Lots 1 and 2 shall comply with the HR-1 District Lot and Site Requirements in LMC Chapter15-2.2.
3. No full building permits shall be issued prior to final recordation of the plat note amendment at the County Recorder's Office.
4. The applicant will record the plat note amendment at the County within one year from the date of City Council approval.
5. All remaining plat notes and conditions of approval from Ordinance No. 97-45 continue to apply.

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

PASSED AND ADOPTED this 12th day of May, 2005.



LEGAL DESCRIPTION

A parcel of land located in Block 27 of the Park City Survey and in Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at the Northeast corner of Parcel 2 of the Walter-Daniels Subdivision, as shown on the "Block 27 Park City Plat Amendment and Record of Survey and Walter-Daniels Subdivision" recorded March 28, 1996 as Entry No. 451012 in the Summit County Recorders Office; thence South 23°38'00" East 100.00 feet; thence South 66°22'00" West 150.01 feet; thence North 23°38'00" West 98.70 feet; thence North 66°22'00" East 75.01 feet; thence North 23°38'00" West 1.30 feet; thence North 66°22'00" East 75.00 feet to the POINT OF BEGINNING.

Containing 14,903 sq. ft. or 0.34 acres of land more or less.

SURVEYOR'S CERTIFICATE

I, Jack Johnson, do hereby certify that I am a REGISTERED LAND SURVEYOR and that I hold Certificate No. 22-147581-2201 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 heron. I further certify 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.

Jack Johnson

Nov 16 1997

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That OLD MINERS' LODGE, INC., a Utah Corporation, the owner of the hereon described tract of land, hereby causes the same to divided into lots, as set forth on the above plat, hereafter to be known as
PARCEL 2 AMENDED, WALTER DANIELS SUBDIVISION.

EXECUTED this 20th day of November, A.D. 1997.

OLD MINER'S LODGE, INC., a Utah Corporation,

Jon Brinton, Vice President

ACKNOWLEDGEMENT

State of |
County of |

On the 20th day of November A.D. 1997 personally appeared before me Jon Brinton who, being duly sworn, did say that he is the Vice President of OLD MINERS' LODGE, INC., a Utah Corporation and that the within and forgoing Owner's Dedication and Consent to Record was signed on behalf of and for said OLD MINERS' LODGE, INC., and said Jon Brinton duly acknowledged that said company executed the same.

Notary Public — My commission expires: 1-21-98

RECEIVED
APR 06 2005
PARK CITY PLANNING DEPT.

PARCEL 2 – AMENDED
WALTER-DANIELS SUBDIVISION

LOCATED IN BLOCK 27 OF THE PARK CITY SURVEY
AND IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

PLOT DATE: 11/17/97
PROJ. NO. 372017

PROVAL	APPROVAL AS TO FORM	RECORDED	THE JACK JOHNSON COMPANY
SNYDERVILLE CT ...ember	APPROVED AS TO FORM ON THIS 1st DAY OF December A.D. 1997. CITY ATTORNEY	Nº. 499925 STATE OF Utah COUNTY OF Summit RECORDED AND FILED AT THE REQUEST OF: Coalition Title Date: 12-23-97 Time: 12:49 PM Fee: 32.00 COUNTY RECORDER	1777 Sun Peak Drive • Park City, Utah 84098 (801) 645-9000 • fax (801) 649-1620

City Council
Staff Report

Special Events and Facilities Department

Author:	**Alison Butz**
Subject:	**Bus Shelter Art** **Service Provider contracts**
Date:	**May 12, 2005**
Type of Item:	**Administrative:** **Service Provider Contracts**

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

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

The following criteria was used to select the proposals.

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

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

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

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

e) Uphold the Required Elements for a Bus Shelter
- Safety in a public setting

Preservation of safety aspects in the original shelter design

Twenty-one artists submitted proposals in response to the RFP; some artists submitted multiple proposals. The Public Art Advisory Board selected eight proposals, four of which would be located on existing bus shelters: Gold Dust Lane, Silver Lake, Albertsons East and Albertsons West. Staff will return to the City Council for award of the four remaining contracts once the new bus shelters' installation dates are confirmed.

Analysis:
Staff advertised for the Request for Proposals in the Park Record and Salt Lake Tribune. A selection panel of the Art Advisory Board and City staff rated the proposals based on the criteria as outlined in the RFP. The selection panel first rated the proposals and then called in eleven artists for interviews. The Public Art Advisory Board recommends that Council authorize the City Manager to enter into a contract with Brian Guercio for the bus shelter on Gold Dust Lane; Marisa Robbins for the bus shelter in Silver Lake; and William Littig for both bus shelters located on Park Avenue at Albertsons.

Each bus shelter was designed with a theme.
Gold Dust Lane
"Rising Ore" shelter incorporating a fiberglass sculpture shaped to resemble a vein of ore rising from the base of the shelter through the walls.

Silver Lake
"Wild Star" shelter incorporating a western/silver mining theme with a collage on the lower walls of the shelter; bench with a large wagon wheel back with arms; silver sparkle pigment on the floor; collage on the ceiling; Wild Star sign on roof; dividers on windows; and cedar beams on the exterior walls.

Albertsons East
"Gone to the Dogs" shelter with white ship-lap siding placed below the windows; a dog or two baying at the moon on the ridge crest or rolled sleeping on the roof; and a waterbowl.

Albertsons West
"Fire House" shelter with ladders along the eaves; coiled firehouse in the panels below the windows; flames along the ridge of the rood; adapted fire equipment as seating; orange framing of the shelter; and a fire pole inside.

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

Alternatives:
Approve the Request:

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

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

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

Do Nothing:
Delay would impact the project schedule.

Significant Impacts:
The Art Advisory Board has a total of $200,000 to spend on public art. The award of these bus shelter contracts (three contracts for four bus shelters) would reduce the amount to $168,000 and would leave another $32,000 for the remaining four (4) shelters.

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

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

Exhibits
Exhibit A—Contract form
Exhibit B—Scope of Services Robbins
Exhibit C—Scope of Services Littig
Exhibit D—Scope of Services Guerico

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 12th day of May, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation ("City"), and ARTIST NAME ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES:

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

2. TERM:

The term of this Agreement shall commence on May 12, 2005 and terminate on July 15, 2005. Time is of the essence in the performance of this Agreement. Service Provider acknowledges and agrees that the City will suffer financial loss if the installation of the finished work product ("Work") is not completed within the time stated herein. Service Provider shall be liable to the City and shall pay to the City the sum of one hundred dollars ($100.00) damages for each calendar day of delay beyond the June 30, 3005 deadline herein until the installation of the Work is completed and approved by City.

3. COMPENSATION AND METHOD OF PAYMENT:

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

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

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

4. REPRESENTATIONS AND WARRANTIES:

Service Provider represents and warrants to the City that:

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

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

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

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

5. RIGHT TO INSPECT WORK IN PROGRESS:

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

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

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

6. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>:

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

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

7. 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.

8. HOLD HARMLESS INDEMNIFICATION:

The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement, including but not limited to the following:

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

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

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

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

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

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

9. <u>INSURANCE</u>:

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

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

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

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

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

10. TREATMENT OF ASSETS:

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

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

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

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

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

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

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

11. COMPLIANCE WITH LAWS:

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

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

12. NONDISCRIMINATION:

A. The City is an equal opportunity employer.

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

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

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

13. ASSIGNMENTS/SUBCONTRACTING:

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

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

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

14. <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.

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>TERMINATION</u>:

Either party may terminate this Agreement, in whole or in part, at any time, by at least ninety (90) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

18. <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.

19. <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.

20. JURISDICTION AND VENUE:

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

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

21. SEVERABILITY:

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

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

22. FORCE MAJURE:

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

23. ENTIRE AGREEMENT:

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

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

Exhibit B—Scope of Services Robbins
SCOPE OF SERVICES: WILD STAR – SILVER LAKE

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

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

1. Site Location, Description, and Regulations:
The artwork Service Provider will construct for Park City a "Wild Star" shelter incorporating a western/silver mining theme with a collage on the lower walls of the shelter; bench with a large wagon wheel back with arms; silver sparkle pigment on the floor; collage on the ceiling; Wild Star sign on roof; dividers on windows; and cedar beams on the exterior walls.

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

3. Task List:

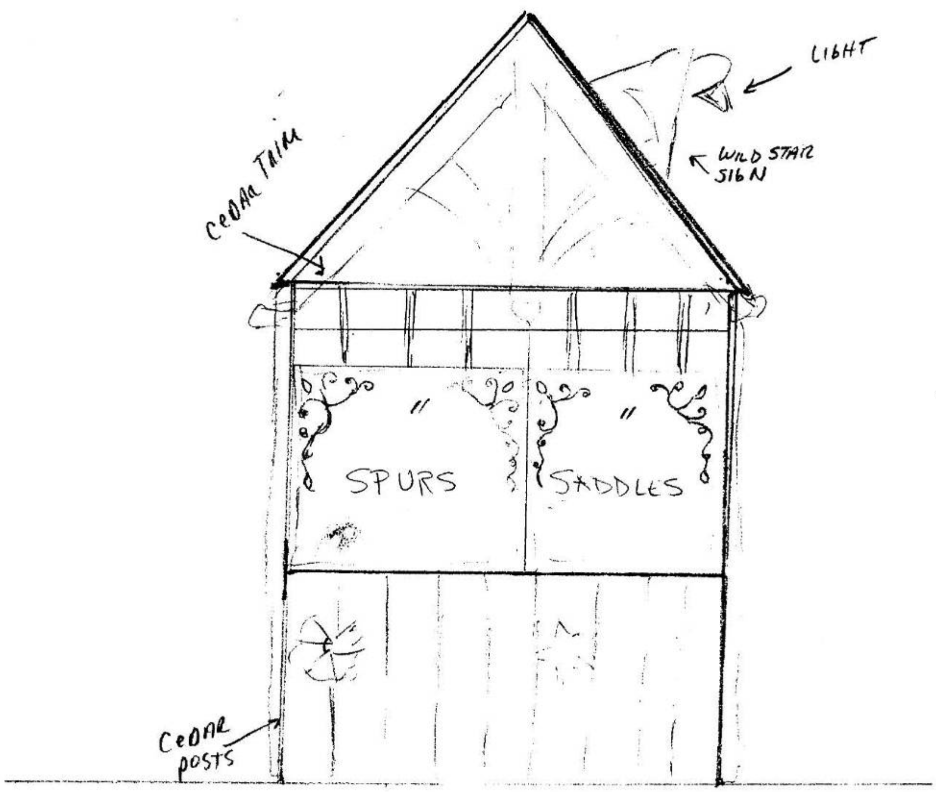
a. Construction Documents
Service Provider shall design the Project in a manner materially consistent with the Contract Documents and shall deliver to the City completed Design Plans and Engineered Construction Documents on or before May 27, 2005. Design Plans and Construction Documents are subject to review and final approval by the City, including but not limited to its Building and Engineering Departments. Engineered Construction Documents shall be reviewed pursuant to the International Building Code, 2003 edition.

b. Sculptural Fabrication
Service Provider shall fabricate all Art Elements of the Project pursuant to the approved Design Plans and Construction Documents on or before June 24, 2005.

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

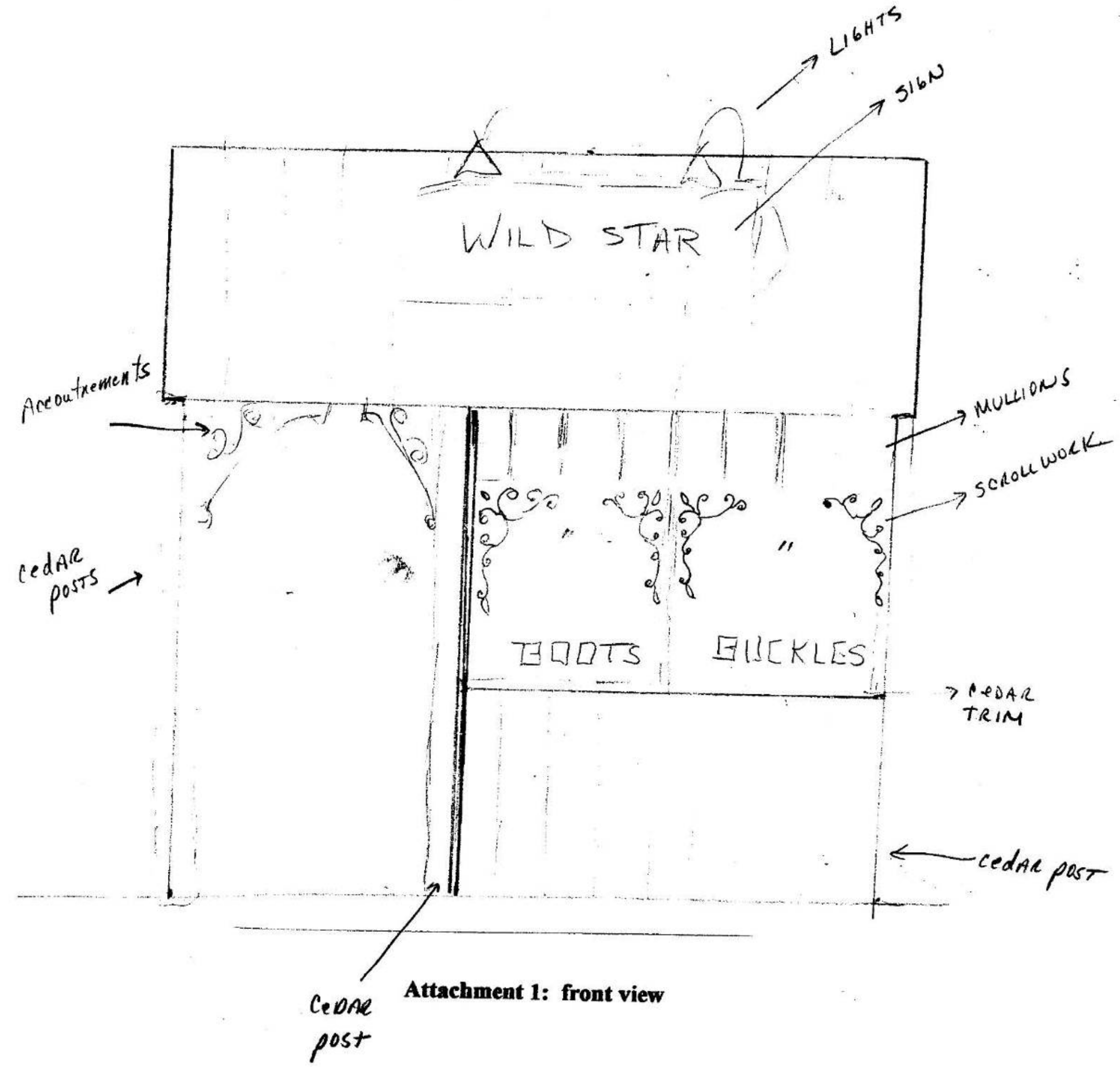
4. <u>Warranty</u>

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



Attachment 2: side view

13



Attachment 1: front view

12.

Exhibit C—Scope of Services Littig

SCOPE OF SERVICES: GONE TO THE DOGS – ALBERTSONS EAST

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

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

1. Site Location, Description, and Regulations:

The artwork Service Provider will construct for Park City a "Gone to the Dogs" shelter (Albertsons East) with white ship-lap siding placed below the windows; a dog or two baying at the moon on the ridge crest or rolled sleeping on the roof; and a waterbowl.

The artwork Service Provider will construct for Park City a "Fire House" shelter (Albertsons West) with ladders along the eaves; coiled firehouse in the panels below the windos; flames along the ridge of the rood; adapted fire equipment as seating; orange framing of the shelter; and a fire pole inside.

2. Project Description:

See Request for Proposals and Service Provider's Proposal, Exhibit C, for the Art in City Bus Shelters Project.

3. Task List:

a. Construction Documents

Service Provider shall design the Project in a manner materially consistent with the Contract Documents and shall deliver to the City completed Design Plans and Engineered Construction Documents on or before May 27, 2005. Design Plans and Construction Documents are subject to review and final approval by the City, including but not limited to its Building and Engineering Departments. Engineered Construction Documents shall be reviewed pursuant to the International Building Code, 2003 edition.

b. Sculptural Fabrication

Service Provider shall fabricate all Art Elements of the Project pursuant to the approved Design Plans and Construction Documents on or before June 24, 2005.

c. Delivery & Installation of Art on Site

(1) Delivery to Site

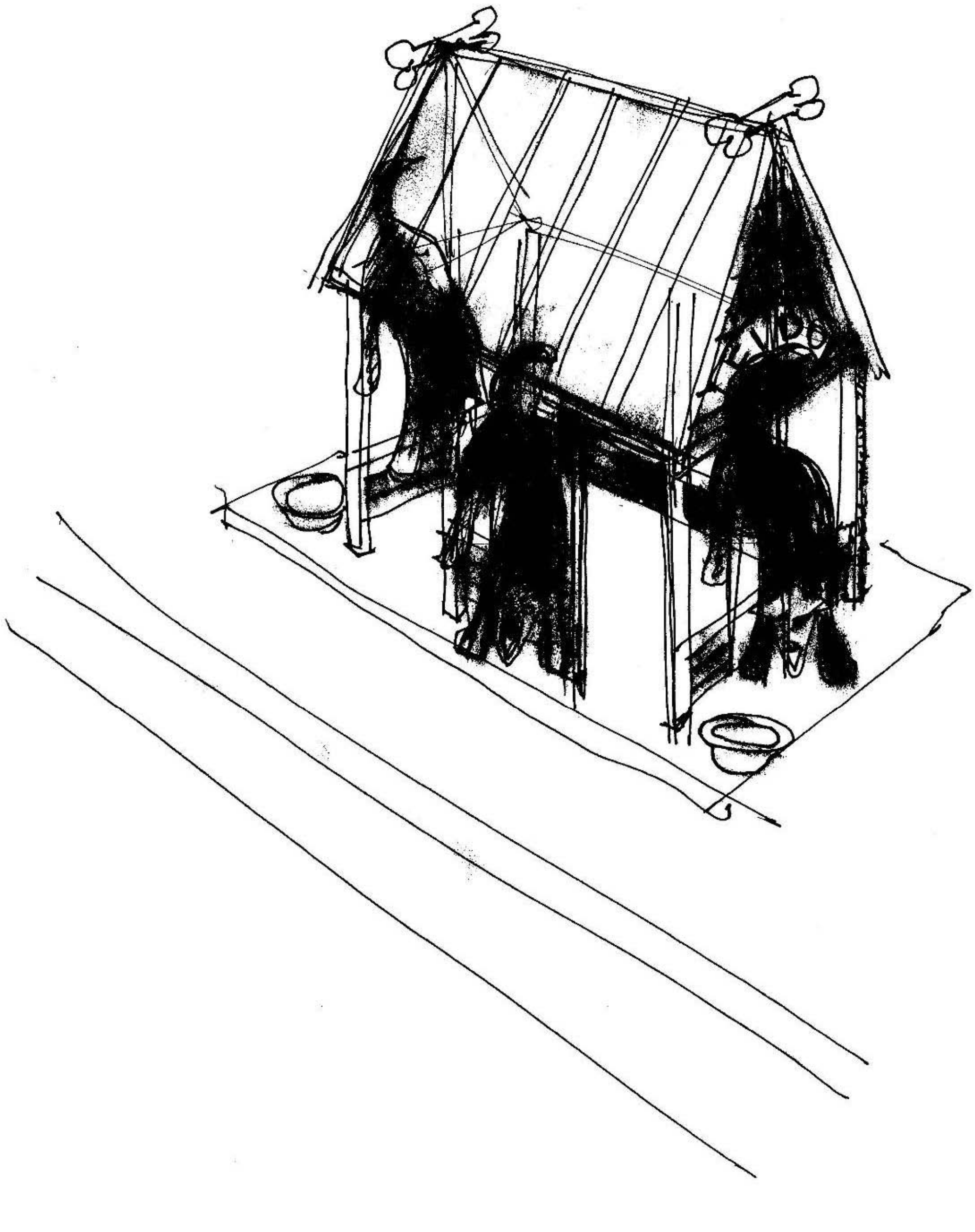
(2) Art Installation

Service Provider shall deliver the Art to the Project Site and install the Art pursuant to the approved Construction Documents on or before June 30, 2005.

4. Warranty

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

GOING to the DOGS




FIRE HOUSE
w/ fire Hose
siding
and FIRE
POLE

Exhibit D—Scope of Services Guerico

SCOPE OF SERVICES: RISING ORE – GOLD DUST LANE

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

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

1. Site Location, Description, and Regulations:

The artwork Service Provider will construct for Park City a "Rising Ore" shelter incorporating a fiberglass sculpture shaped to resemble a vein of ore rising from the base of the shelter through the walls.

2. Project Description:

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

3. Task List:

a. Construction Documents

Service Provider shall design the Project in a manner materially consistent with the Contract Documents and shall deliver to the City completed Design Plans and Engineered Construction Documents on or before May 27, 2005. Design Plans and Construction Documents are subject to review and final approval by the City, including but not limited to its Building and Engineering Departments. Engineered Construction Documents shall be reviewed pursuant to the International Building Code, 2003 edition.

b. Sculptural Fabrication

Service Provider shall fabricate all Art Elements of the Project pursuant to the approved Design Plans and Construction Documents on or before June 24, 2005.

c. Delivery & Installation of Art on Site

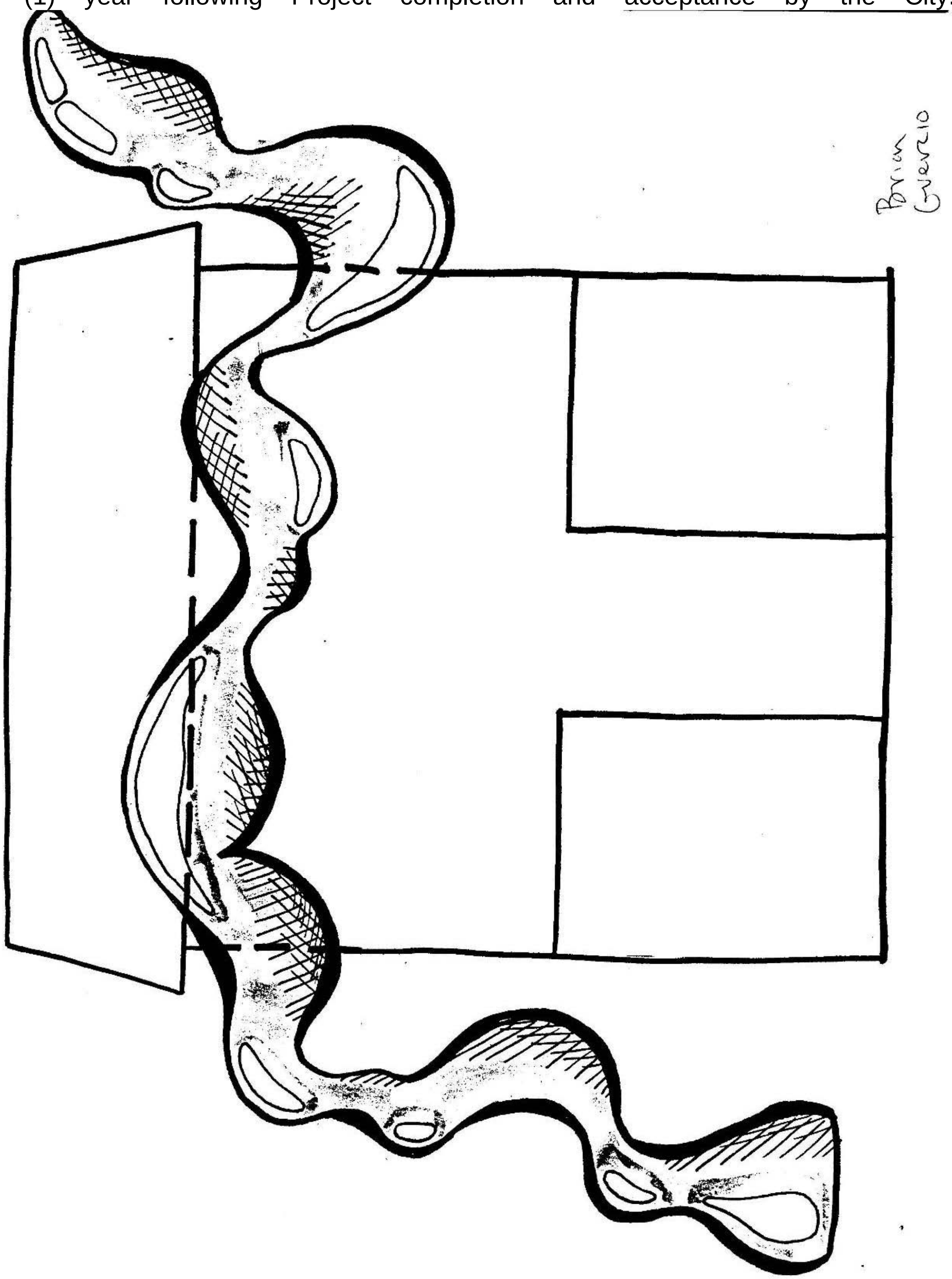
(1) Delivery to Site

(2) Art Installation

Service Provider shall deliver the Art to the Project Site and install the Art pursuant to the approved Construction Documents on or before June 30, 2005.

4. Warranty

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



City Council
Staff Report

Author:	**Alison Butz**
Subject:	**Jans LTD**
Date:	**May 12, 2005**
Type of Item:	**Administrative – Lease Authorization**

Special Events and
Facilities Department

Summary Recommendations:
Staff recommends that Council approve the lease amendment for Jans, LTD allowing the termination of their lease.

Description:

Topic:
Jans, LTD contacted the City requesting the termination of their lease.

Background:
Jans approached the City requesting termination of their lease, in the Old Park City Library 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. Jans has offered to compensate the City for half the rent due during the remainder of the lease.

Analysis:
The termination of Jans' lease on May 31, 2005 would eliminate four months of revenue the City receives for the space. Jans has agreed to pay a penalty for the termination of the lease prior to expiration and will pay the City half the rent for the time period.

ALTERNATIVES

A. Recommend the amendment to Jans lease, thereby allowing the termination of the lease on May 31, 2005.
B. Modify terms of the addendum and recommend approval.
C. Recommend denial of the lease termination thereby requiring Jans to pay the full amount of their existing lease.
D. The City Council may continue the action for more information and discussion.

Significant Impacts:
Terminating Jans lease and renting the Old Park City Library Building will reduce the amount of rent the City will receive for the space.

Consequences of not taking the recommended action:

Jans could pay the remaining amount of rent due, but leave the space vacant during the summer season.

RECOMMENDATION:
Staff recommends that Council approve the lease amendment for Jans, LTD allowing the termination of their lease.

EXHIBITS:
Exhibit A – Lease Amendment between Jans, LTD and Park City Municipal Corporation

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION AND JANS LTD COMMERCIAL SUBLEASE AGREEMENT

THIS FIRST ADDENDUM is made and entered into in duplicate this 12th day of May, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("Landlord"), and JANS LTD, ("Tenant") to amend the Commercial Sublease Agreement executed by both Parties on June 1, 1999.

WITNESSETH:

WHEREAS, the parties entered into a long term Commercial Sublease Agreement on June 1, 1999 (hereinafter "Original Agreement") for certain property located within the Old Park City Library Building, 524 Main Street, Park City, Utah; and

WHEREAS, the parties desire to amend the Original Agreement to terminate the lease prior to the end of term,

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **TERM**. The Lease term shall expire on May 31, 2005.

2. **CONSIDERATION.** As consideration for Landlord's agreement to terminate the Original Agreement early, Tenant shall pay to Landlord the amount of Four Thousand Eight Hundred and Forty Dollars ($4,840). The payment shall be due on May 31, 2005.

3. **OTHER TERMS**. All other terms and conditions of the Original Agreement shall continue to apply.

4. **ENTIRE AGREEMENT**. This First Addendum is a written instrument pursuant to Paragraph 25 of the Original Agreement cannot be altered or amended except by written instrument, signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

City Council
Staff Report

Author:	**Matthew A. Twombly**
Subject:	**Quinn's Recreation Complex Sewer Impact Fees**
Date:	**May 12, 2005**
Type of Item:	**Administrative: Payment of Fees**

PARK CITY 1884

ECONOMIC DEVELOPMENT AND CAPITAL PROJECTS

Summary Recommendation:
Authorize the City Manager to enter into a wastewater service contract, and off-road water line maintenance agreement for the Quinn's Junction Recreation project and pay the associated impact and maintenance fees to the Snyderville Basin Water Reclamation District (SBWRD) in the amount of Fifty Thousand Five Hundred Ninety Nine Dollars ($50,599.00)

Description:

Topic: Quinn's Recreation Complex Wastewater Service Contract/Impact Fees

Background:

As part of the Quinn's Junction Recreation Complex project, the City has entered into a Line Extension Agreement (LEA) and paid associated Design and Engineering fees to SBWRD for the public sewer line for the project. The LEA, Design and Engineering fees and escrow account for the construction is required for all development, including City projects, within the district boundaries prior to Plat approval by SBWRD. The Plat was recorded on April 18, 2005. The recordation of the Plat allowed the City to begin the construction on the project with a Grading Permit. Prior to issuance of a Building Permit, wastewater impact fees must be paid.

Analysis:

The wastewater impact fees are determined by the amount of water used in the facility that flows into the sanitary sewer. The Design Consultants for the project calculated the water usage based on other facilities of this type. The water usage calculation is for the ice rink and the field restroom building. After 3 years, SBWRD will compare actual water usage to the initial impact fee calculation. SBWRD will adjust the impact fees based on the actual use, and require additional payment or a refund of overpayment.

The off-road wastewater line maintenance fee is $2,500.00 which is the minimum amount.

Department Review:

City Manager, Economic Development and Capital Projects, Engineering and Legal departments have reviewed this report.

Alternatives:

Approve the Request:

Authorize the City Manager to enter into a wastewater service contract, and off-road water line maintenance agreement for the Quinn's Junction Recreation project and pay the associated impact and maintenance fees to the Snyderville Basin Water Reclamation District (SBWRD) in the amount of Fifty Thousand Five Hundred Ninety Nine Dollars ($50,599.00)

Deny the Request:

Denying the request would delay the projects, where impact fees are required by SBWRD prior to permit issuance.

Continuance:

Delaying a decision would delay the proposed schedule on the project.

Do Nothing:

Delay would impact the projects schedule.

Significant Impacts:

The City has budgeted Sewer Impact fees in the project soft costs to be split by the ice rink and the fields project.

Consequences of not taking the recommended action:

Delay would impact the project schedule.

Recommendation:

Authorize the City Manager to enter into a wastewater service contract, and off-road water line maintenance agreement for the Quinn's Junction Recreation project and pay the associated impact and maintenance fees to the Snyderville Basin Water Reclamation District (SBWRD) in the amount of Fifty Thousand Five Hundred Ninety Nine Dollars ($50,599.00)

City Council
Staff Report

Author: Pace Erickson**,** Clint Dayley
Title: Operations Manager, Parks and Golf Supervi
Subject: Lawn Care Services Contract
Date: May 12, 2005
Type of Item: Administrative

PUBLIC WORKS

SUMMARY RECOMMENDATIONS: Authorize staff to enter into a two (2) year contract renewable for additional two (2) years in a form approved by the City Attorney's office with Action Snow Plow and Lawn Care, Inc. for lawn care services in the amount not to exceed $25,740.68 for the 2005 lawn care season and $26,385.26 for the 2006 lawn care season (total $52,125.94). If the City opts to renew the agreement for an additional two years, the amounts shall not exceed $26,385.26 for the 2007 lawn care season and $27,052.50 for the 2008 lawn care season.

DESCRIPTION:

Topic: Lawn Care services for twenty-two City owned properties.

Background: The Parks Department has used contract labor for lawn mowing for the past fourteen (14) years. By using contract labor, it has allowed us more flexibility with existing staff as well as reducing the number of in-house staff and equipment. Staff believes this program has been very successful and has achieved positive results.

There are several areas that the Parks Department staff will continue to mow, mainly categorized as large turf areas on fields and parks. We generally maintain these areas due to the fact that we have large enough equipment that makes it more economical to take care of in-house.

The Advantages of Outsourcing:

- Outsourcing can be less costly.
- Ability to utilize the contractor's staff and resources.
- Requires less direct supervision.

Analysis: The bid invitation was advertised in the Park Record for two consecutive weeks starting April 13, 2005. We had two companies express interest in this service project. Their bids are listed below:

Contractor	2004 & 05 Seasons	2006 & 07 Seasons
Action Snow Plow and Lawn Care	$52,125.94	$53,437.76
Derek's Lawn Care	$73,500.00	$74,965.00

The services contract includes but is not limited to:

- Mowing
- Trimming & edging
- Sidewalk blowing and trash removal
- Spraying herbicide around tree wells

Properties to be mowed under the contract are:

Weekly Service:

Park City Racquet Club	Park Meadows Pump House
Public Works Building	Olympic Park
Senior Citizens Center	China Bridge Parking
Park Ave & Heber	Thaynes Creek Ranch
Easy Street	Old Miners Plaza
Transit Center	Trash Compactor Building
Trolley Turn Around	Oasis Plaza
Brew Pub Lot	Old City Hall
Prospector Park	Coalition Park
Roundabout	

Bi-weekly Service:

Thaynes Entry Corridor	Prospector Buffer Strip
McPolin Farm	

The criteria used for this recommendation are:

- The proposed charges/fees to be paid to the contractor.
- The demonstrated professional experience of the contractor, including prior experience with Park City.
- The general attitude, ability and apparent willingness of the contractor to cooperate and fulfill the City's requirements.
- Overall content of bid.
- Past customer service history.
- Acceptance of Park City service agreement.

The bids were based on a 25 week lawn care season.

The draft agreement with Action Snow Plow and Lawn Care is written with anticipated terms of 22 and 24 weeks respectively for the 2005 and 2006 lawn care seasons (amounting to $22,432.96 and $25,085.16 respectively). Depending upon climate and weather conditions, staff recognizes the possible need to extend these lawn care seasons up to a maximum of 25 weeks, with additional weeks paid according to the weekly and bi-weekly rates provided in the Action Snow Plow and Lawn Care bid.

Accordingly, the “not to exceed” amounts provided in this report for the 2005 and 2006 lawn care seasons are calculated on the basis of the maximum 25 week season.

Department Review:

Public Works Department	Executive Office
Legal Department

ALTERNATIVES:

Approve the Request: Authorize staff to enter into a two (2) year contract renewable for additional two (2) years in a form approved by the City Attorney’s office with Action Snow Plow and Lawn Care, Inc. for lawn care services in the amount not to exceed $25,740.68 for the 2005 lawn care season and $26,385.26 for the 2006 lawn care season (total $52,125.94). If the City opts to renew the agreement for an additional two years, the amounts shall not exceed $26,385.26 for the 2007 lawn care season and $27,052.50 for the 2008 lawn care season. **(Staff recommended)**

- **Deny the Request:** Hire additional staff and purchase additional equipment to perform the work in-house. **(Staff does not recommend this option)**

- **Continue the Item:** Reject all proposals and direct staff to issue a new bid. **(Staff does not recommend this option)**

SIGNIFICANT IMPACTS: The Parks Department has funds budgeted for mowing services and would not require additional funds from City Council.
If Council chooses to cancel the outsourcing of mowing service, the Park’s Dept. would have to hire additional staff and purchase additional equipment. The Parks & Golf Building is currently in need of additional space for equipment storage and for staffing. Moving the lawn care services in-house will only exacerbate the current space needs problems. Delaying the contract will leave the landscaped areas un-maintained.

RECOMMENDATION: Authorize staff to enter into a two (2) year contract renewable for additional two (2) years in a form approved by the City Attorney’s office with Action Snow Plow and Lawn Care, Inc. for lawn care services in the amount not to exceed $25,740.68 for the 2005 lawn care season and $26,385.26 for the 2006 lawn care season (total $52,125.94). If the City opts to renew the agreement for an additional two years, the amounts shall not exceed $26,385.26 for the 2007 lawn care season and $27,052.50 for the 2008 lawn care season.

ATTACHMENT:

Draft mowing services contract between Park City and Action Snowplow & Lawncare, Inc. for lawn care services in the amount not to exceed $25,740.68 for the 2005 lawn care season and $26,385.26 for the 2006 lawn care season (total $52,125.94) and renewal option at the City's sole discretion for an additional two years, the amounts not to exceed $26,385.26 for the 2007 lawn care season and $27,052.50 for the 2008 lawn care season.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER AGREEMENT ACTION SNOW PLOW AND LAWN CARE INCORPORATED

THIS AGREEMENT is made and entered into in duplicate this 12th day of May, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Action Snow Plow and Lawn Care Inc., a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as **"Exhibit A"** and incorporated herein (the "Project"). The total fee for the initial term of the Project shall be as follows:

2005 Lawn Care Season: May 16 through October 15 (22 weeks):
Weekly Lawn Care Services: $771.00 x 22 = $16,962.00
Bi-Weekly Lawn Care Services: $497.36 x 11 = $5,470.96
Total Fee for 22 Weeks = $22,432.96

2006 Lawn Care Season: May 1 through October 14 (24 weeks):
Weekly Lawn Care Services: $790.33 x 24 = $18,967.92
Bi-Weekly Lawn Care Services: $509.77 x 12 = $6,117.24
Total Fee for 24 Weeks = $25,085.16

The total fees for the 2007 and 2008 Lawn Care Seasons, if the City exercises its right to renew this Agreement pursuant to Section 2 herein, shall be as follows:

<u>2007 Lawn Care Season: Dates to be determined by City (maximum of 25 weeks)</u>:
Weekly Lawn Care Services: $790.33/week
Bi-Weekly Lawn Care Services: $509.77/bi-weekly service
Maximum Total Fee shall not exceed $26,385.26 (for 25 Weeks)

<u>2008 Lawn Care Season: Dates to be determined by City (maximum of 25 weeks)</u>:
Weekly Lawn Care Services: $810.40/week
Bi-Weekly Lawn Care Services: $522.50/bi-weekly service
Maximum Total Fee shall not exceed $27,052.50 (for 25 Weeks)

2. <u>TERM</u>.

The term of this Agreement shall run for two (2) successive lawn care seasons, as described herein. The first lawn care season shall run from May16, 2005 through October 15, 2005; the second lawn care season shall run from May 1, 2006 through October 14, 2006. At its sole discretion, the City may renew this Agreement for two (2) additional lawn care seasons (2007 and 2008) by providing written notice of its intent to renew to Service Provider no later than January 31, 2007. The exact dates of the 2007 and 2008 lawn care seasons (up to a maximum of 25 weeks each) shall be provided to Service Provider in such written notice, if provided.

3. <u>COMPENSATION AND METHOD OF PAYMENT</u>.

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

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. Dates for the 2005 and 2006 lawn care seasons are estimates and subject to change based on climate and weather-related conditions. On the basis of such climate and weather-related conditions, the 2005 and 2006 lawn care seasons may be extended up to a maximum term of 25 weeks each. In the event that the 2005 and/or 2006 lawn care seasons are extended by mutual agreement of the parties beyond the terms provided at Sections 1 and 2 herein (22 and 24 weeks respectively), Service Provider shall be compensated pursuant to the weekly and bi-weekly rates provided at Section 1 herein. For all extra work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as **"Exhibit B",** or if none is attached, as subsequently agreed to by both parties in writing.

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

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

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

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

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

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

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

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

6. 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 Providers 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 Providers 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 Service Provider shall provide a Certificate of Insurance evidencing:

A. 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.

B. 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.

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.

E. 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.

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

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. <u>NONDISCRIMINATION</u>.

A. The City is an equal opportunity employer.

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

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

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

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

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

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

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

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

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

18. <u>TERMINATION</u>.

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

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

19. <u>NOTICE</u>.

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

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

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

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

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

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

22. <u>SEVERABILITY</u>.

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

1. Description of Lawn Care Services:

A. Service Provider shall perform mowing, trimming, edging, and blowing of all properties described at Paragraph 2. Service Provider shall remove all trash from properties, and shall remove all debris from all adjacent sidewalks, including all feasible curbside areas being power edged on a weekly basis.

B. The turf area underneath each of the trees and shrubs within these parks shall be sprayed with a pre and post emergent herbicide. Tree rings shall be sprayed twice a year, first week of June and again middle of August. Chemical used shall be Round-up and Surflan or approved Equals. All chemical applications shall follow label directions. An application report shall be submitted to the City following treatment.

C. All property damage or related problems resulting from Service Provider's performance of this Agreement, including broken sprinkler heads, scalping, rutting by equipment, damage done to trees and shrubs, improper coverage by sprinklers, and overall maintenance of properties will be monitored by Service Provider on a weekly basis. Service Provider assumes all responsibility for any property damage caused by Service Provider, its agents, employees, and officers during the performance of this Agreement.

D. Service Provider warrants that all equipment used by Service Provider during its performance of this Agreement is reliable and serviced as needed in order to avoid any major breakdowns in peak season. Blades shall be sharpened and balanced as needed to ensure a clean cut. Tire pressure shall be checked each day to avoid scalping, and uneven cutting.

E. Service Provider warrants that each property located in a noise ordinance assigned area (e.g. Main Street Pocket Parks) will be completed at the proper time, as required by ordinance.

F. In the event that water restrictions prevent adequate irrigation, Park City Municipal may request mowing of weekly areas to be reduced thus reducing monthly cost to Park City Municipal.

G. Service Provider shall provide and require all staff working on city properties to wear uniforms at all times.

H. During inclement weather, mowing services shall be postponed to the first day weather conditions permit mowing, or as directed by the City.

2. **Locations and Schedule of Service**: All lawn care services shall be complete before Wednesday of each week, pursuant to the schedule provided below.

a. Lawn Care Services at the properties listed below shall be performed once per week, on the day provided:

1	Tuesdays	Racquet Club
2	Tuesdays	Public Works Building
3	Tuesdays	Olympic Plaza
4	Tuesdays	630 Park Ave. adjacent to Bad Ass coffee
5	Tuesdays	Easy Street
6	Tuesdays	Old Miner's Plaza
7	Tuesdays	Oasis Plaza
8	Tuesdays	Roundabout
9	Tuesdays	China Bridge Parking
10	Tuesdays	Old City Hall
11	Tuesdays	Transit Center
12	Tuesdays	Trolley Turn Around
13	Tuesdays	Trash Compactor
14	Tuesdays	Park Meadows Pump house
15	Mondays	Senior Center
16	Mondays	Thaynes Creek Ranch
17	Mondays	Coalition Park
18	Mondays	Prospector Park
19	Tuesdays	Brew Pub Parking lot

* The day of week each area is mowed can be changed upon written permission by the City.

b. Lawn Care Services at the properties listed below shall be performed once every two (2) weeks, on the day provided:

1	Mondays	Thaynes Entry Corridor
2	Tuesdays	Prospector Entry Corridor
3	Monday	McPolin Farm

* The day of week each area is mowed can be changed upon written permission by the City.

3. Payment Schedule

A. Lawn Care Services at the properties listed below shall be performed once a week at the following weekly rate.

Location	2005	2006	2007	2008
Park City Racquet Club	202.00	207.05	207.05	212.22
Public Works Building	76.00	77.90	77.90	79.84
Olympic Plaza	37.20	38.20	38.20	39.15
630 Park Ave. adjacent to Bad Ass Coffee	10.00	10.25	10.25	10.50
Easy Street	10.00	10.25	10.25	10.50
Old Miner's Plaza	10.00	10.25	10.25	10.50
Oasis Plaza	10.00	10.25	10.25	10.50
Roundabout	10.00	10.25	10.25	10.50
China Bridge Parking	40.00	41.00	41.00	42.25
Old City Hall	10.00	10.25	10.25	10.50
Transit Center	55.00	56.37	56.37	57.78
Trolley Turn Around	30.00	30.75	30.75	31.51
Trash Compactor	10.00	10.25	10.25	10.50
Park Meadows Pump house	15.00	15.37	15.37	15.75
Senior Center	40.00	41.00	41.00	42.25
Thaynes Creek Ranch	63.80	65.40	65.40	67.03
Coalition Park	39.00	39.97	39.97	40.92
Prospector Park	88.00	90.20	90.20	92.45
Brew Pub Parking lot	15.00	15.37	15.37	15.75
Total Weekly Service	**771.00**	**790.33**	**790.33**	**810.40**

B. Lawn Care Services at the properties listed below shall be performed once every two weeks at the following Bi-weekly rate.

Location	2005	2006	2007	2008
Thaynes Entry Corridor	177.20	181.63	181.63	186.17
Prospector Entry Corridor	260.16	266.64	266.64	273.30
McPolin Farm	60.00	61.50	61.50	63.03
Total Bi-Weekly Service	**497.36**	**509.77**	**509.77**	**522.50**

C. Annual Cost for services provided for 25 weeks per year, (13 weeks of service on bi-weekly areas.) Annual costs not to exceed:

C.

Annual Costs	
2005	25,740.68
2006	26,385.26
Total First Term	52,125.94

Annual Costs	
2007	26,385.26
2008	27,052.50
***Total Second Term**	53,437.76

*Option of second term is at the sole discretion of City.

Resolution No.

RESOLUTION PROCLAIMING MAY 21, 2005 AS ARBOR DAY IN PARK CITY, UTAH AND ACKNOWLEDGING THE EXTRAODINARY ACCOMPLISHMENTS OF THE PARKS DEPARTMENT

WHEREAS, Park City is committed to maintaining its natural trees and resources, demonstrated by the City Council's consistent support of beautification projects and the enactment of codes specifically created to protect vegetation; and

WHEREAS, the community has enthusiastically participated in planting trees and preserving other significant landscaping, and

WHEREAS, the City Council, acting in the best interests of its citizenry, regard these enhancements as high priorities to enjoy and gift to future generations; and

WHEREAS, the National Arbor Day Foundation, in cooperation with the National Association of State Foresters and the USDA Forest Service, has named Park City as a **Tree City USA** for the 12th time this year; and

WHEREAS, in consideration of requests received from the community, the selected Arbor Day project this year, which is partially funded with a state grant, is planting trees in the Park Meadows neighborhood behind the schools;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby proclaim May 21, 2005 as:

ARBOR DAY IN PARK CITY, UTAH

And encourage project residents to participate in the planting of their trees. The Mayor and City Council extend their appreciation of the exceptional service of Manager Troy Dayley, Gardner Maria Bardnt and all Parks Department employees, who do an outstanding job every day of the year to ensure that Park City is a beautiful place to live, play, and visit.

PASSED AND ADOPTED this 14th day of May, 2005.

City Council
Staff Report

Planner:	**Patrick Putt, Planning Director**
Subject:	**UNION SQUARE MPD DEVELOPMENT AGREEMENT**
Date:	**May 12, 2005**
Type of Item:	**Administrative**

RECOMMENDATION: Staff recommends that the City Council review and ratify the Union Square MPD Development Agreement (see attached).

DESCRIPTION

Project Name:	Union Square MPD
Applicant:	Cloud Nine Resorts
Location:	201 Heber Avenue
Zone:	Historic Recreation Commercial—Heber Ave. Sub-Zone (HRC) and Historic Commercial Business (HCB)

BACKGROUND/DISCUSSION

The Union Square MPD, a 23-unit Multi-Dwelling Unit hotel project, was approved by the Planning Commission on November 10, 2004 and affirmed by City Council pursuant to call-up proceedings on January 13, 2005. Attached is the Union Square MPD Development Agreement. Section 15-6-4 (G) of the Land Management Code, states that once the Planning Commission has approved a Master Planned Development for a project, the approval shall be put in the form of a Development Agreement. The Development Agreement must be ratified by the Planning Commission, signed by the Mayor on behalf of the City Council, and recorded with the Summit County Recorder within 6 months of the Planning Commission approval of the MPD. Staff finds that the proposed Development Agreement is consistent with the approved MPD. The Development Agreement was ratified by the Planning Commission on March 23, 2005.

DEPARTMENT REVIEW

The Legal and Planning Departments have reviewed the agreement for conformance with Council's January 13, 2005 Final Action on the Union Square MPD.

RECOMMENDATION

Staff recommends the City Council review and ratify the Union Square MPD Development Agreement.

EXHIBITS

Exhibit A – Union Square MPD Development Agreement

DEVELOPMENT AGREEMENT
FOR THE UNION SQUARE MASTER PLANNED DEVELOPMENT
PARK CITY, SUMMIT COUNTY, UTAH

This Development Agreement is entered into as of this 12th day of May, 2005, by and between Cloud Nine Resorts, L.L.C., a Utah limited liability company ("Developer") as the owner and developer of certain real property located in Park City, Summit County, Utah, on which Developer proposes the development of a project known as the Union Square Master Planned Development, and Park City, a municipality and political subdivision of the State of Utah ("Park City"), by and through its City Council.

R E C I T A L S

A. Developer is the owner of approximately 1.17 acres of real property located in Park City, Summit County, Utah, as reflected in Exhibit 1, which is attached hereto and incorporated herein by this reference (the "Property"), on which it has obtained approval for the development of a 23-unit Multi-Unit Dwelling hotel project and associated kitchen addition to the Zoom Restaurant known as the Union Square Master Planned Development, as more fully described in the incorporated Exhibits and as set forth below (the "Project").

B. Park City requires development agreements under the requirements of the Park City Land Management Code ("LMC") for all Master Planned Developments.

C. Developer is willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the Park City General Plan, and address other issues as more fully set forth below.

E. Park City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101, *et seq*., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

Now, therefore, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Park City hereby agree as follows:

5. **<u>Project Conditions</u>:**

1.1 The Site Plan dated and reviewed by the City Council on January 13, 2005 and Findings of Fact, Conclusions of Law and Conditions of Approval attached as Exhibit 2 are incorporated herein as the Project; subject to changes detailed herein.

1.2. Developer and its successors agree to pay the then current impact fees imposed and as uniformly established by the Park City Municipal Code at the time of permit application, whether or not state statutes regarding such fees are amended in the future.

6. **Vested Rights and Reserved Legislative Powers**

2.1 Subject to the provisions of this Agreement, Developer shall have the right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development approved by this Agreement, subject to compliance with the other applicable ordinances and regulations of Park City.

2.2 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the existing land use regulations which are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement applicable to the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

7. **Subdivision Plat Approval and Compliance with Park City Design and Construction Standards**

Developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of Park City necessary for approval and recordation of subdivision plats for the Project, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of Park City, including but not limited to, the Park City Subdivision Ordinance as set forth in the LMC and Design and Construction Standards.

8. **Successors and Assigns**.

4.1 Binding Effect. This Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project.

4.2 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Agreement.

9. **General Terms and Conditions**.

5.1 Term of Agreement. Construction, as defined by the Uniform Building Code, is required to commence within two (2) years of the date of execution of this Agreement. After Construction commences, the Union Square Planned Development and this Agreement shall continue in force and effect until all obligations hereto have been satisfied. The Master Plan approval for the Project shall remain valid so long as construction is proceeding in accordance with the approved phasing plan set forth herein.

5.2 Agreement to Run With the Land. This Development Agreement shall be recorded against the Property as described in Exhibit 1 hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

5.3 No Joint Venture, Partnership or Third Party Rights. This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

5.4 Integration. This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

5.5 Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

5.6 Attorney’s Fees. If this Development Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney’s fees and all costs of enforcement of the non-breaching party.

6. Phasing.

6.1 Project Phasing. The Project is to be constructed in one (1) phase.

7. Affordable Housing.

The Developer shall comply with the Affordable Housing requirements prior to receiving any certificate of occupancy, as detailed in the conditions of approval as attached hereto at Exhibit 2.

IN WITNESS WHEREOF, this Development Agreement has been executed by Cloud Nine Resorts, LLC by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council as of the 12th day of May, 2005.

Exhibit 2

Findings of Fact:

1. The Union Square project is located at 201 Heber Avenue and is within the Historic Recreation Commercial (HRC) and Historic Commercial Business (HCB) Zoning Districts.

2. The expressed purposes of the HRC and HCB Districts as set forth in the Land Management Code include:

   -encouraging pedestrian oriented, pedestrian-scaled development.

   -minimizing the visual aspects of automobiles and parking.

   -preserving and enhancing landscaping and public spaces adjacent to streets and thoroughfares.

   - providing moderate density bed base at the town lift.

   -encouraging the preservation and rehabilitation of historic buildings.

3. The project site is an infill parcel within HRC and HCB Districts.

4. The property is located within a federally designated Flood Zone.

5. Adjacent land uses include residential, retail and restaurant commercial, office, and resort-related bed base near the Town Lift development.

6. The project site includes three (3) historic buildings—the Union Pacific Depot (Zoom restaurant), Utah Coal and Lumber building (Easy Street Restaurant), and the “Tack” building (Loyal Design building).

7. The applicant has submitted a Master Planned Development application to construct a 23 unit Multi-Unit Dwelling development to be operated as a hotel known as Union Square and a new kitchen addition to the north end of the Zoom Restaurant. The size of the Union Square building as submitted by the applicant is 71,104 square feet (not including under-building parking garage area). The overall square footage for the 1.17 acre property as submitted by the applicant is 85,524 square feet. Unit sizes range from 1,266 square feet to 2,788 square feet. Each unit is proposed to include no more than one (1) Lock-Out Unit.

8. The maximum potential development square footage for the subject property based on base zone Building Height and Setbacks is approximately 162,000 square feet. The proposed project density is approximately 53% of the maximum potential density for the property.

9. The parking requirement for the project is 46 spaces. The project includes 46 spaces in an under-building/underground parking garage. No tandem spaces are proposed as part the parking plan. The parking is intended for use by guests and patrons of the development. No fee is intended for the use of said parking.

10. Access to the parking garage is by way of a 20 foot wide private driveway on the east side of the property via Heber Avenue.

11. The project plan includes a redevelopment of the Easy Street pedestrian walkway which includes enhanced landscaping and public gathering spaces. The project plan also includes a courtyard east of the Easy Street Restaurant along Heber Avenue. All exterior lighting shall conform to the Park City Lighting Ordinance.

12. The Land Management Code minimum open space requirement for the proposed development is 30% of the site area. A total of 20,396 square feet of the 1.17 acre property (40%) is proposed as open space. Said areas include pedestrian plazas, courtyards, and gathering spaces.

13. The zone height in the HRC zone is 32 feet from existing grade, plus an additional 5 feet pitched roofs (37 feet total). The zone height in the HCB zone is 45 feet from existing grade, plus 5 feet for pitched roof (50 feet total).

14. The applicant has requested that the Planning Commission permit additional height for the project pursuant to Section 15-6-5(F) of the Land Management Code. The applicant has proposed a maximum building height of 62.5 feet. Said building height exception of 62.5 feet is specifically limited to a proposed staircase and elevator penthouse.

15. The proposed build design includes 4 primary roof planes ranging in building height above existing grade in the following approximate steps—12-17 feet, 35-37 feet, 53-55 feet, and 59-62 feet. Roof planes which exceed base zone height for the HRC

and HCB Districts have been reviewed by the Planning Commission for a height exception pursuant to Section 15-6-5(F) of the Land Management Code. Said building height exceptions are specifically limited to the proposed roof planes approved by the Planning Commission on November 10, 2004.

16. The distance between the portion of the proposed building mass which exceeds base zone height and adjacent/neighboring structures is approximately as follows: 8 feet from the Aquacade; 25 feet from Poison Creek Mercantile; 50 feet to the closest Summit Watch building; and 65 from the Gateway Building.

17. A sun/shadow study has been conducted by the applicant and reviewed by the Planning Commission. The impacts on adjacent properties (including the aquacade) were determined to be minimal during the spring, summer, and fall seasons. The sun/shadow study indicated that the proposed building will cast shadowing on the aquacade during the December/winter period. The Planning Commission determined that due to the aquacade's close proximity to the property line, it is likely that a structure limited to base zone height would result in a shadowing impact on the pool area during the winter months.

18. Historic District Guideline No. 22 states, "Buildings vary in height on Main Street, which is an especially important characteristic. The normal range is between 1-2 stories for historic structures, although building existed that were taller." Guideline No. 22 goes on to suggest "achieving variety in building heights by creating setbacks in the façade, by stepping back upper stories, and by building decks and balconies, when appropriate for the design."

19. As proposed, the largest bulk of the building has been placed to center of the site. The applicant's plan orients the taller building mass away from the Poison Creek Mercantile and Gateway buildings. The larger portions of the building mass have also been shifted away from the Easy Street walkway. The project design includes shifts in the upper stories, as well as the incorporation of decks and balconies.

20. The Land Management Code, Section 15.6-5(C) requires a minimum 25-foot setback around the exterior boundary of a master planned development for property larger than one (1) acre. Pursuant to the Land Management Code, the Planning Commission may decrease the 25-foot MPD perimeter setback requirement to the underlying zone setbacks if it is necessary to provide desired architectural interest and variation. The Planning Commission reviewed the proposed setbacks at the October 13, 2004 meeting and determined that a 25-foot perimeter setback in the commercial core of the historic Main Street area would result in an atypical historic Main Street area building setback/streetscape pattern.

21. The required and proposed project setbacks are as follows:

	Required	Proposed (min.)
Front (Heber Ave.)	10ft.	33 feet

Front: (Lower Main St--HCB)	0 ft.	20 feet
Rear (Summit Watch--HCB):	0	2 feet
Side (Poison Creek)	5 ft.	20 feet

22. Staging construction in Old Town and within the Main Street/Heber Avenue neighborhood is difficult do limited site area, parking, and vehicular and pedestrian traffic.

23. The affordable housing requirement for the 23 unit Multi-Dwelling Unit project is 3.45 units. An affordable housing unit equivalent is 800 square feet.

24. Planning Commission public hearings and/or work session discussions were held on May 26, June 9, June 23, July 14, August 11, October 13, and November 10, 2004.

25. The Land Management Code, Section 15.6-3(G) requires that a Development Agreement be ratified by the Planning Commission, signed by the City Council, and recorded with the Summit County Recorder once Planning Commission takes Final Action on the MPD.

Conclusions of Law:

1. The MPD, as conditioned, complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Chapter 6- Master Planned Developments Section 15-6-5 and Section 15-1.10 review criteria for Conditional Use Permits.

2. The MPD, as conditioned, is compatible with surrounding structures in use, scale, mass, and circulation.

3. The MPD, as conditioned, is consistent with the Park City General Plan.

4. The MPD, as conditioned, strengthens and enhances the resort character of Park City.

5. The MPD, as conditioned, is Compatible in use, scale and mass with adjacent properties, and promotes neighborhood Compatibility.

6. The MPD provides amenities to the community so that there is no net loss of community amenities.

7. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.

8. The MPD has been designed to place Development on the most Developable Land and preserves significant features and vegetation to the extent possible.

9. The MPD, as conditioned promotes the Use of non-vehicular forms of transportation through design and by providing pedestrian connections.

10. The MPD has been noticed and public hearings held in accordance with the LMC.

11. The MPD promotes historic preservation by restoring and adapting for appropriate re-use, three historic buildings.

12. The requirements necessary for the Planning Commission to grant additional building height within the MPD pursuant to the Land Management Code Section 15-6-5 have been met.

13. The proposed uses of the Conditional Use Permit are compatible with surrounding structures in use, scale and mass, and circulation.

14. The proposed uses of the Conditional Use Permit are consistent with the Park City General Plan.

15. The proposed uses are consistent with the purpose statements of the HRC and HCB Zoning Districts.

16. Any effects in difference in use or scale of the Conditional Use Permit have been mitigated through careful planning and conditions of approval.

Conditions of Approval:

1. All standard conditions of approval shall apply.

2. A Historic District Design Review approval for the project is a condition precedent to the issuance of any building permits.

3. The Historic District Design Review application shall be in substantial compliance with all plan details approved by the Planning Commission.

4. Pursuant to Land Management Code, Section 15-6-3(I), any modification to the Master Planned Development which constitutes a change in concept, Density, unit type or configuration of any portion of the MPD will justify a review of the entire MPD and Development Agreement.

5. A Development Agreement for the Master Planned Development shall be ratified by the Planning Commission, signed by the City Council, and recorded with the Summit County within six (6) months of Planning Commission Final Action. Recordation of said Development Agreement is a condition precedent to the issuance of any building permits.

6. Approval of an affordable housing plan for 3.45 units (with an affordable housing unit equivalent rate of 800 square feet per unit) by the Park City Housing Authority is a condition precedent to the issuance of any building permits.

7. A final landscape and lighting plan, including improvements related to the Easy Street walkway, shall be submitted for Planning Department review and approval prior to the issuance of any building permits.

8. A final utility plan shall be submitted to the City Engineer for review and approval prior to any building permit.

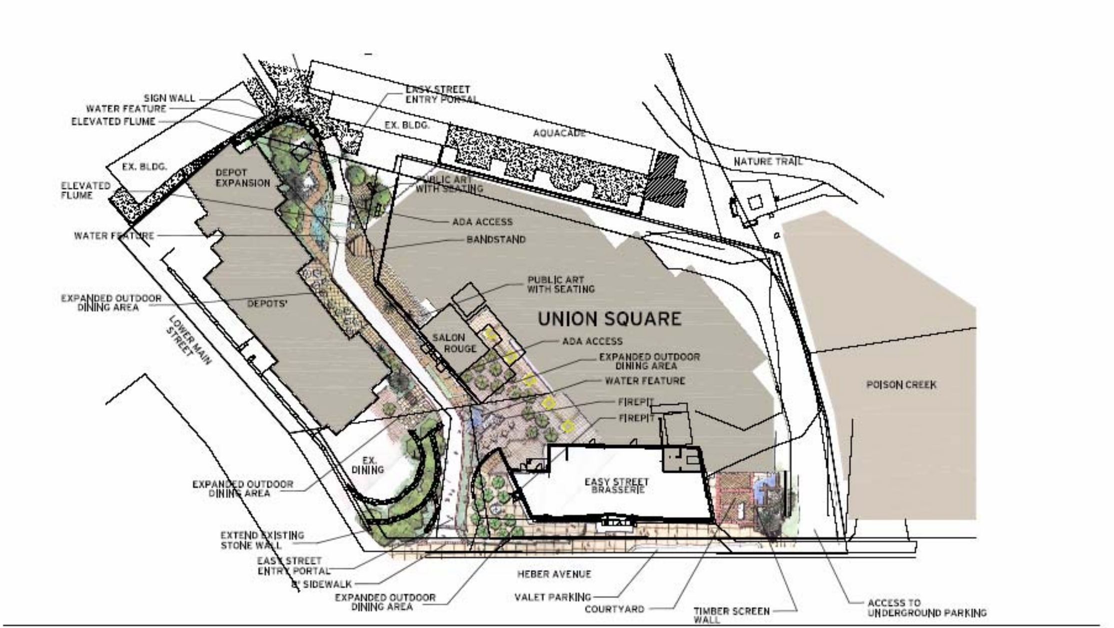
9. A construction mitigation plan shall be submitted to the Planning, Building, and Engineer Departments for review and approval prior to the issuance of any building permits.

10. The building plan application for the project shall include a topographic survey prepared by a civil engineer licensed to work in the state of Utah verifying that the project complies with the Building Heights approved by the Planning Commission.

11. The approved height exceptions to not generally apply to the entire structure. The approved height exceptions are limited to the specific roof areas and roof planes as set forth on the plans approved by the Planning Commission on November 10, 2004 and officially stamped as such by the Planning Department.

12. A master sign plan for the Master Planned Development area shall be submitted to the Planning Department for review and approval prior to the issuance of any building permits.

13. The Master Planned Development shall expire with two (2) years of the date of the execution of the Development Agreement unless Construction, as defined by the International Code of Building Officials, has commenced.



Easy Street

Concept Site Plan

NOVEMBER 5, 2004

UNION SQUARE

201 HEBER AVENUE

PARK CITY, UTAH

ELLIOTT•MAHONEY architecture