

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 28, 2011**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, April 28, 2011.

Closed Session

3:00 p.m. Property, litigation and personnel

Work Session

4:30 p.m. Oath of office - Council Member Dick Peek
4:40 p.m. Council questions/comments
4:50 p.m. ICMA International Fellow Mark Clews – Climate Adaptation Plan
5:00 p.m. iPad delivery and use policy discussion P. 7 - 20
5:30 p.m. Art Festival Supplemental Plan P. 71 - 78
5:50 p.m. Break

Regular Meeting

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 MINUTES OF SPECIAL MEETINGS OF APRIL 18, 2001 AND APRIL 19, 2001
P. 21 - 24

V CONSENT AGENDA (*Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items"*)

1. Consideration of Resolution proclaiming May 7, 2011 as Arbor Day in Park City, Utah and acknowledging the extraordinary accomplishments of the Parks Department P. 25

2. Consideration of Main Street dining leases: P. 26 - 70
Eating Establishment, 317 Main Street
Ciseros, 306 Main Street
Bistro 412, 412 Main Street
Bandits, 440 Main Street
Shabu, 442 Main Street
Main Street Pizza Noodle, 530 Main Street
501 Main, 501 Main Street
Bangkok Thai, 605 Main Street

VI NEW BUSINESS (*New items with presentations and/or anticipated detailed discussions*)

1. Consideration of the 2011 Art Festival Supplemental Plan – Kimball Art Center

- (a) Public hearing
- (b) Action

P. 71 - 78

2. Consideration of an Ordinance amending Title 4, Chapter 15 of the Municipal Code of Park City, Utah regarding vehicle age limit requirements for-hire vehicle licensing

- (a) Public hearing
- (b) Action

P. 79 - 84

3. Consideration of an extension of the Letter of Intent with the MPE, Inc. for the Treasure Project

P. 85 - 91

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

A majority of members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service available in the Marsac Building on Wednesdays and Thursdays – 4 p.m. to 9 p.m.

Posted: 04/25/11

See: www.parkcity.org

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

April 2011

28 **Liza gone**

May 2011

5 **Tom gone**

Presentation of tentative budget – work

LOI Park City School District

Public hearing on tentative budget

12 Operating expenditures – work

Monthly budget update - work

573 Main Street plat – FA

259, 261, 263 Norfolk Avenue Plat – FA

Receiving zone language General Plan amendment - KC

Public hearing on tentative budget

Pavement management

19 **No meeting - Liza gone**

26 Fee changes, CIP budgets – work

PC-SLC Bus Service (45 min) – work

GPS/AVL contract (20 min) – work/action

811 Norfolk Avenue plat – KC

817 Norfolk Avenue plat - KC

Public hearing on tentative budget

June 2011

2 Personnel policies, fee resolution, council compensation, budget policies, outstanding issues – work

Adoption of personnel manual

Public hearing and adoption of tentative budget

Public hearing and adoption of fee schedule

Public hearing and adoption of council compensation

Adoption of CEMP

Inter-local agreement – SR

SLC-PC Inter-local Agreement - KC

5 *Fire District – one-day academy for elected officials*

7 *Treasure Open House (TBD)*

9 Outstanding budget issues – work

Public hearing on final budget

Banking services contract

16 Presentation of final budget and outstanding issues – work

Public hearing and adoption of final budget

RDA and MBA adoption of final budgets

23 PAAB interviews

Delivery ordinance update

30 **No meeting**

July 2011

7

14

21

28 **No meeting**

Pending Items:

U S Postal Service gang boxes in Old Town

Bonanza Tunnel ribbon-cutting

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City Council Staff Report

Subject: iPads
Author: Scott W. Robertson, IT Director
Department: Executive; IT
Date: April 28, 2011
Type of Item: Administrative

Summary Recommendations:

Approve a stipend to Council members for the purchase computer devices to reduce the need for printed materials.

Topic/Description:

Consider and Identify City Council's interest in a stipend towards the purchase of Apple iPads to view meeting packets as a primary alternative to printed materials.

Background:

In a prior work session, Council was ready to proceed with the purchase of iPads in order to achieve savings in paper, printing and staff time. Upon awaiting the release of the iPad II, staff had identified a stipend solution that would also allow for support of the equipment more flexibility and better alignment of policy. Prior to formal adoption, iPads have been deployed for testing and process development purposes.

Analysis:

Staff believes that a stipend provides the best long-term solution to address technology changes and personal/private use considerations. Additionally, it helps preserves consistency within other policy structures.

Stipend: With an IT recommendation of software and hardware, funds would be provided to each council member to arrange for equipment and software purchases. The stipend would be treated as taxable income. The stipend could only be applied towards an equivalent material expense. [At this time, iPads are available and ready to be deployed. If this proposal is adopted, an individual taxable income liability of approximately \$800 would be incurred.] The City will pay the monthly cost for a minimum amount of 3G connectivity (2GB at \$20/month). As a requirement of receiving the stipend, Council members are required to sign an equipment agreement (attached) which places certain restrictions on use of the equipment. The City will support the iPad while the councilmember is in office. Otherwise, the conditional stipend will be removed.

If Council wishes the equipment to be City-owned instead of bought individually with a stipend, the Computer Use Policy will be significantly more restrictive thus, disallowing personal use and installation of any applications that are not approved for specific business use.

Training: Training will be provided during the deployment phase and ongoing as needed. Paper Meeting Packets would be discontinued one month after deployment.

Support: IT will support the recommended hardware, software and work-related functions only. With the diversity of technology products, fulfilling certain support requests may be outside our scope of standard tools and resources; as such, In the course of resolving technical issues, it may become necessary to restore the equipment to the original issued state.

Attached is the proposed “Stipend Computer Equipment Agreement” that outlines the proper use and restrictions of City technology services and computer equipment provided under this stipend.

Conclusion: The stipend would provide flexibilities in the use of the equipment and this proposal would result in cost savings from the reduction of paper and printing costs. If program moves forward, staff will come back with a summary of actual savings one year from ending printing of paper packets.

As this process is new, it is recommended that Council adopt this proposal knowing that modifications and technology changes will occur. Policy changes are being adopted to incorporate the new standards.

Department Review:

Executive; Legal; Finance; IT; Planning

Alternatives:

A. Approve:

1. iPads would be officially distributed to Council, the City Manager, and the City Attorney. Training would be scheduled before the beginning of a Council session. Printing of Council Packets for iPad users would be phased out. IT would work with Council and Staff to make technical adjustments and workflows modifications.
2. Should Council consider that the city own and manage the iPads or other equipment, the Computer Use Policy will be significantly more restrictive thus, disallowing personal use and installation of any applications that are not approved for specific business use.

B. Deny:

Paper processes and expenditures would remain unchanged. Testing phase would end and equipment would be returned. Future purchase of large capacity printer-copiers would be required.

C. Modify:

1. Modifications could delay the deployment of the equipment.

2. With the ubiquitous availability of Wi-Fi Internet access, Council could elect to forfeit wireless 3G service for increased cost savings. Delaying or modifying this decision would not impact the deployment.

D. Continue the Item:

Continuing the item will delay the deployment.

E. Do Nothing:

Same as denying the proposals.

Significant Impacts:

1. Adopting this proposal will establish a precedence for other boards and commissions.
2. Many new technologies, such as the iPad, do not yet incorporate tools/software and policy controls that meet with established corporate “best practices”. This underlines the importance of users to be diligent in handling of data and minimizing exposure by avoiding software and websites that appear to have a risk potential.
3. IT support is not specifically geared with the tools, resources and training to support Apple products. Advanced support capability may require additional resources.

Consequences of not taking the recommended action:

1. More resource spent to solidify the outcome.

Recommendation:

Approve a stipend to purchase computer devices to reduce the need for printed mater

Park City Municipal Corporation
Stipend Computer Equipment Agreement – Fiscal Year 2010-11
 Must be renewed every four years for continuation of stipend or as determined by the equipment replacement lifecycle.

Administrative Use Only		
User	Sponsor (Paying Department)	Equipment (IT ONLY)
Name:	Date:	SN:
Email:	Manager:	MEID:
Phone:	DATA Plan: ☐ None, ☐ \$20mo./2GB	MAC:
Notes:	Length of Term (1,2,4 yr./mo.):	Notes:
	Max Stipend Allowed: \$	Acc# (phone No.):
	Account Code:	Activation Date:
		Expected Replacement Date:
	Legal Training Provided By & Date:	IT Training Provided By & Date:
	CM Auth:	IT Auth:
	HR Auth:	

This agreement outlines the proper use and restrictions of City technology services and computer equipment provided under this stipend. Certain individuals (users) may qualify for a stipend to cover the presumed business use of personal equipment. The provided stipend will be considered taxable income to the user. The amount of the stipend is determined by job duties, duration of service and equipment needs.

At the end of the term/appointment/employment or the established equipment lifecycle is realized, all support services would be discontinued. This includes technical support and any paid wireless services. The equipment ownership would be surrendered to the assigned owner and these conditions will no longer

Eligibility of this stipend is determined by the direct cost offset achieved through paper and printing reductions; and as offered authorized by the City Manager or designee.

EQUIPMENT Non-business use of City server systems or services including email, VPN, network and storage using stipend equipment is forbidden. Personal information stored on the device is allowed. User should not use the equipment while operating a motor vehicle for work or personal purposes.

3G Service: If applicable, cellular 3G service provided is for city business. The service is limited to a 2GB/\$20 data plan per month. Any expenses beyond this provision will be the responsibility of the user. 3G service should not be used when wireless service is convenient and readily available.

Add-ons: Accessories and software/apps can be purchased so long as they are paid for by the user and do not violate this policy. No guarantees of City support and product performance is provided. User assumes all the financial risk.

Support: IT will support the recommended hardware, software and work-related functions only. With the diversity of technology products, fulfilling certain support requests may be outside our scope of standard tools and resources; as such, In the course of resolving technical issues, it may become necessary to restore the equipment to the original issued state. Stipend equipment will have restrictive access to the City networks.

Warranty/Damage: User agrees that they are responsible for the purchase, loss, damage, shipping, insurance, and/or replacement of equipment.

DATA Users should have no expectation of privacy. All electronic files and messages, sent and received using City systems or City provided Internet access, including web-based messaging systems, are subject to viewing, inspection, release, and archiving by authorized personnel at all times to the extent that such rights are not superseded by applicable laws. Data that is obtained by apps, software or hardware may reveal information about you and your activities including location information that could be viewed by others.

All City records must be maintained pursuant to City retention policies. It is prohibited to destroy, delete, erase, or conceal City files or otherwise making such files or data unavailable or inaccessible in any manner inconsistent with such policies.

Copyright: Users are individually liable for any and all damages incurred as a result of violating copyright, and/or licensing agreements.

eDiscovery/Legal Requests: Information/data placed on legal hold by the City Attorney's Office may require user to cease using the equipment, software and/or communication services until data is duplicated. Failure to preserve such evidence may result in sanctions and legal liability imposed on the City and the user who fails to take appropriate steps to protect the evidence. Any electronically stored information could be used as evidence in a lawsuit. The City will comply with reasonable and compulsory requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities, e-mail use, and/or electronic equipment use.

GRAMA: Records subject to GRAMA (Government Records Access and Management Act) include both paper and electronic files including letters, memos, reports, photographs, tape recordings and maps originated on the device. Not all City/personal data is subject to the Utah GRAMA Act. For example, temporary drafts, personal notes and personally owned documents are not records. Always contact the legal department to obtain the appropriate information and approvals.

Users are accountable for maintaining protected, private and public record classifications in accordance with state law and record retention in accordance with City schedules.

Storage: Data stored on the equipment can be lost, stolen, corrupted or deleted. It is the responsibility of the user to back up the data which is originated on the equipment by putting it on the City Network. Documents that meet GRAMA and/or other retention requirements that cannot be stored in the City's email system due to size or other restrictions must contact the IT Department to make other storage arrangements.

Security: Users are responsible for the security of the equipment and data. It is paramount that users protect City and personal data. Do not store, copy, share or transmit any confidential data

including but not limited to passwords, Social Security, bank routing, and credit card numbers. Closed session reports can be stored on the device.

In the event equipment is lost or stolen, users must notify the IT Department immediately. The IT Department has remote security controls that can be used to erase data stored on the device. In specific circumstances, the City reserves the right to use this capability but will not be held liable for the loss of any personal data.

Users shall not install, remove, or otherwise modify any hardware or software for the purpose of bypassing, avoiding, or defeating any filtering, monitoring, or other security measures the City may have in place.

Accessing websites, files, games or installing apps/software that contain inappropriate material featuring pornography, terrorism, espionage, theft, illegal drugs and gambling is strictly prohibited. Such high-risk activities can compromise data; spread viruses, spam or malware; create network and system disruptions; instigate legal liabilities and cause harm to the reputation of the City.

Network: Network data and passwords can be redirected/intercepted and potentially viewed by others. Users connecting to untrusted Wi-Fi or wired networks must take precautions whenever possible and use software and services that are encrypted and have valid digital certificates. File sharing services must be disabled if applicable.

Bluetooth: Wireless Bluetooth password must be set with complex security and the service should be disabled if not used.

COMMUNICATIONS It is expected that all conduct involving City business be done in a professional manner. Users are subject to relevant policies as outlined in the Administrative Policies and Policy and Procedures Manual with regard to communications, email and network use. This includes: 8.6 Use of City Cellular Phones, and Other Communication Devices; 8.9 Harassment; 8.18 City Information/Communication Systems. See Attached references.

Email: All City business related to email must be conducted strictly through the City email system.

Electronic email security policies are automatically enforced on certain types of equipment. These policies will force the use of security pin. In the event that ten (10) failed login attempts are made, memory on the device will be erased but the reliability of this security measure cannot be guaranteed.

IM/TEXT: Text messaging, Instant Messaging and chat is prohibited for all official business and is subject to GRAMA and eDiscovery requests. During official meetings/sessions, no communications shall be transmitted or received.

Social Media: At this time, all classifications of social media are prohibited for official city business under this provision. This includes blogs, microblogging Internet forums, and videos on platforms such as Facebook and Twitter.

TRAINING Policy training and the use of the equipment is mandatory. Please contact the IT Department to schedule an appointment at 5123@parkcity.org or calling 435-615-5123.

CERTIFICATION

I certify that the stipend provided and any reimbursements received will be used toward expenses I incur for equipment and/or service required for my official duties. I agree to follow the conditions set forth in this agreement, and to obey all applicable laws. Furthermore, I agree that paper meeting packets will no longer be provided to me and will be accessible electronically. This agreement will remain in effect until the end of my term/appointment/employment or when equipment lifecycle is reached as determined by the equipment replacement policy. I hereby acknowledge that I have received and understand my responsibilities to fulfill this agreement.

Print Name

Signature

Date

Witness:

Print Name

Signature

Date

POLICY REFERENCES

8.6 Use of City Cellular Phones, and Other Communication Devices

Park City Municipal Corporation provides some employees with certain equipment, including cellular phones, personal digital assistant (PDA) devices (i.e. "Blackberries, Palm Pilots, etc.), laptop/portable computers and other handheld electronic equipment to assist employees in performing their job duties.

City-owned cellular phones are to be used for official business purposes. Personal phone calls made on a City-owned phone which result in excess charges will be billed to and paid by the employee. In the event the City incurs additional monthly charges due to exceeding the City's total allowed minutes, each employee exceeding his/her allotted minutes for that month will be required to reimburse the City for all usage above the per phone allowance.

When using Park City Municipal Corporation equipment or when using the employee's own equipment for work purposes, employees are expected to obey all applicable laws, exercise reasonable care, and follow all applicable department training, operating instructions, safety standards, and guidelines.

Employees should not use cellular phones, PDA devices, GPS, computers and other handheld wireless equipment for work or personal purposes while operating a motor vehicle provided by Park City Municipal Corporation or while operating their own or another vehicle for work purposes, including traveling to or from business meetings.

- Employees should turn off their cell phone and any other equipment before driving, allow voicemail to handle calls.
- If an employee needs to place or receive a call, they should wait for a safe location to legally stop and place the vehicle in 'park' before using the phone.
- Text messaging while operating a motor vehicle is strictly prohibited.

EXCEPTIONS:

1. Public Safety/Law Enforcement or emergency service personnel acting in the course and scope of employment;
2. Communications during a medical emergency or when providing roadside or medical assistance;
3. 911 or other communications to report a safety hazard, an emergency or other public safety communication such as reporting criminal activity or assistance relating to criminal activity with reasonable care taken to perform the call which may include pulling over to the side of the road provided a safe and legal location is timely available;
4. Use of Transit and Snow Removal Driver two-way radios during shifts;

5. Public Works on-call employee receipt of emergency/essential calls, with reasonable care taken to perform or take the call which may include pulling over to the side of the road provided a safe and legal location is timely available.

All staff authorized to drive a City vehicle or a personal vehicle on City business must complete an Inattentive Driving Training session. Employees shall refrain from doing any activity that would contribute to careless driving. Careless driving activity examples include any activity unrelated to operation of the vehicle such as eating, grooming, or searching for an item in the vehicle.

Any employee who is found guilty of careless driving while on City time and/or while driving a city vehicle: 1) will receive a safety violation that will be reflected in the employee's next performance evaluation and personnel file; 2) any city issued device may be removed from his/her possession; and 3) there may be revocation of his/her City business driving privilege. Utah law defines careless driving as committing a moving violation (other than speeding) while distracted by use of a handheld cell phone or other activities not related to driving. Repeated violations may result in the revocation of use of such equipment and/or City driving privileges, and progressive discipline up to and including termination.

Any employee who is observed/found using such equipment or doing any other inattentive driving activity while operating a motor vehicle during City business may receive a safety violation. Safety violations will be reflected in the employee's next performance evaluation and personnel file. Repeated violations may result in the revocation of use of such equipment and/or City driving privileges and progressive discipline up to and including termination.

Employees who violate cellular phone policies risk having cellular or similar communications equipment and privileges revoked.

Lost or stolen cell phones must be reported immediately so service can be transferred or canceled. The cost of damaged or lost phones due to employee negligence may be charged to the employee.

8.9 Harassment

The City is committed to the belief that all employees have the right to work in an environment that is free from discrimination and harassment. The City strictly prohibits harassment of or by its employees, vendors, customers or others who enter our workplace in any form. All employees at any level of employment with the City must avoid offensive or inappropriate harassing behavior, and the City holds employees responsible for ensuring that the workplace is free from any type of harassment. Employees should at all times treat other employees with respect, dignity, and in a manner so as not to offend the sensibility of their co-workers. The City is committed to the vigorous enforcement of its harassment policy at all levels of employment and in all City workplaces.

The City bases its harassment policy on Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I and Title V of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the

Rehabilitation Act of 1973 and the Civil Rights Act of 1991. It also bases its policy on the EEOC's definition of sexual harassment, which is: "Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly a term or condition of an individual's employment; (2) submission to or rejection of such by an individual is used as the basis for employment or decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment." Specifically, the City prohibits conduct that may include but is not limited to the following:

- a. Degrading words to describe an individual; threats; offensive comments; derogatory remarks; innuendos or taunts; off-color language or jokes; innuendoes; and sexually suggestive objects, books, magazines, photographs, cartoons, or pictures.
- b. Display, storage and/or transmitting of offensive, pornographic, racist or offensive language, signs, or images from any personal cell phone, PDA, computer or radio while on duty.
- c. Any verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- d. Sexual harassment, including sexual harassment of men by women, and same sex sexual harassment.
- e. Engaging in indecent exposure.
- f. Unwelcome sexual advances.
- g. Requests for sexual favors, whether or not accompanied by promises or threats with regard to the employment relationship.
- h. Other verbal or physical conduct of a sexual nature made to an employee that may threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of the sexual advances will in any way influence any personal decision regarding that person's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.
- i. Other harassing conduct committed in the workplace by supervisors or nonsupervisory personnel, whether physical or verbal.

Any type of harassing conduct may result in disciplinary action up to and including termination. Any supervisor or manager who has knowledge of such behavior yet takes no action to end it is also subject to disciplinary action. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on employer premises, or whether the incidents occur during business hours.

Employees who have complaints of harassment by anyone in the workplace, including supervisors, co-workers or visitors, are urged to report such conduct to their supervisors

or Department Managers, who will report the incident to the Human Resources Manager so that the City may investigate and resolve the problem. If the complaint involves an employee's supervisor or someone in the direct line of supervision, or if the employee for any reason is uncomfortable in dealing with his/her immediate supervisor, the employee may go directly to any Department Manager, any management team member or directly to the Human Resources Manager, City Attorney, or City Manager. The City endeavors to investigate all complaints as expeditiously and professionally as possible. Where investigation confirms allegations of harassment, the City shall take appropriate corrective action.

If after careful investigation the City is unable to confirm an allegation of harassment, the City may transfer an employee to a new location where the employee will not have any contact with the alleged harasser.

To the extent possible by regulation or law, employees will be apprised of the investigation process and the conclusion of the investigation.

The City makes every attempt to keep confidential the information provided to it in the complaint and investigation process to the fullest extent permitted by the circumstances. Retaliation against employees for reporting harassment or for assisting the City in its investigation of a complaint is against the law and is not permitted. Retaliation may include, but is not limited to, such acts as refusing to recommend the employee for a benefit for which he/she qualifies, spreading rumors about the employee, encouraging hostility from co-workers, and escalating the harassment.

If after investigating any complaint of harassment the City learns that an employee provided false information regarding the complaint, the City may take disciplinary action against the employee.

8.10 Retribution and/or Retaliation

Supervisors, managers and/or employees are not permitted to engage in any form of:

- a. Retaliation: the taking of any unfavorable job or employment action against an employee who in good faith reports suspected instances of inappropriate business conduct, activity, safety and/or policies and procedures violation.
- b. Retribution: the dispensing of any punishment (formal or informal) against an employee who in good faith reports suspected instances of inappropriate business conduct, activity, safety and/or policies and procedures violation.

Any supervisor, manager, or employee who engages in retribution or retaliation against a reporting employee is subject to disciplinary action up to and including termination. Any supervisor, manager or employee who purposely reports false information of retribution or retaliation in an attempt to settle personal grievances is subject to disciplinary action up to and including termination.

8.18 City Information/Communication Systems

- a. City Business Use

In general, employees should use the information/communications systems (including email, computer, telephone, pager, photocopier), for City business only. The information/communication systems should not be used to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.

Incidental internet usage is limited to access during authorized breaks only. Display, storage or transmissions of sexually explicit images, cartoons, any information/communication transmission that contains ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs is strictly prohibited at all times. Streaming of Internet media (e.g., audio, video) is intended for and limited to official business purposes. Violation of this policy will result in appropriate disciplinary action up to and including termination. Any information/communication systems of Park City are not to be used in a way that may be disruptive, offensive to others, or harmful to morale.

Transmission between any Park City employee and the Park City Legal Department which contains substantive legal material should be labeled "protected attorney/client communication," but absences of such a label shall not preclude the City from classifying such communication as "protected" after the fact.

Internet/Intranet Use

Park City Municipal Corporation provides employees with network and network enabled devices/software for Internet/intranet access. This includes but is not limited to computers, cell phones, PDAs, VPN and remote access solutions. This policy governs all uses of Park City's network and Internet/intranet access at all offices, hotels, airports, employees' homes, and any other location when such access is for work purposes or on City equipment.

The Park City network and Internet/intranet access are intended primarily for business use only. Employees may access the Internet for personal use only during nonworking hours, and strictly in compliance with the terms of this policy.

All information created, transmitted, acquired, downloaded, or uploaded via the organization's network and Internet or intranet is the property of Park City Municipal Corporation. Employees should have no expectation of privacy regarding this information. The organization reserves the right to access, read, review, monitor and copy all messages, content and files on its computer system or network enabled device at any time and without notice. When deemed necessary, the organization may disclose text or images to law enforcement agencies or other third parties without the employee's consent.

Employees are reminded that information obtained from the Internet is not always reliable and should be verified for accuracy before it is used.

PROHIBITED ACTIVITIES

Employees are prohibited from using Park City's network or Internet/intranet access for the following activities, unless as part of an active internal or Police investigation:

1. Downloading and/or installing software without the prior written approval from the IT Director.
2. Disseminating or printing copyrighted materials, including articles and software, in violation of copyright laws including the use of peer-to-peer file sharing and/or storage of such materials on any city owned equipment.
3. Sending, receiving, printing, or otherwise disseminating Park City Corporation's proprietary data, or other confidential information in violation of organizational policy or written agreements.
4. Operating a business, election campaign activity, usurping business opportunities, soliciting money for personal gain, or searching for jobs outside Park City Municipal Corporation.
5. Making offensive or harassing statements and/or disparaging others based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex or sexual orientation.
6. Viewing, downloading, uploading, sending, or soliciting obscene or pornographic sites, messages or images or otherwise viewing, downloading, uploading, sending or displaying sites or messages which violate the City's harassment policies.
7. Visiting sites featuring pornography, terrorism, espionage, theft, or illegal drugs.
8. Gambling or engaging in any other criminal activity in violation of local, state or federal law.
9. Engaging in unethical activities or content.
10. Participating in activities, viewing, or writing content that could damage Park City Municipal Corporation's professional reputation.

COMPLIANCE AND VIOLATIONS

1. Managers are responsible for ensuring employee compliance with this policy.
2. Employees who learn of policy violations should notify the HR or IT manager(s).
3. Employees who violate this policy or use Park City's network, Internet, or intranet access for improper purposes will be subject to discipline, up to and including termination.

Appropriate or approved classified ads on the employee portal are not considered prohibited activities.

b. Email Specification

Professional e-mail transmission is important to maintaining the positive image of the City, its business and its government and therefore must adhere to the following guidelines: E-mail background must be white. All signature elements including logo, font and color must be found on the city's style reference website:

<http://ep.parkcity.org/StyleGuide/index.html> .

Samples of approved signatures are shown at
http://ep.parkcity.org/StyleGuide/signature_ideas.pdf

The City's policy on access to and disclosure of electronic mail messages sent or received by Park City Municipal Corporation employees who use the electronic mail system may be changed at any time.

All electronic communication, phone, e-mail, text, PDA, etc. are solely owned City property. Notwithstanding the assigning of individual passwords, the City reserves the right to access and disclose all messages sent over its electronic mail system and server domain or any communication system at any time for any business purpose including but not limited to ensuring employee performance and protecting confidential information.

Employees should not attempt to gain access to another employee's e-mail account or e-mail messages without the latter's express permission. However, City management reserves the right to enter an employee's e-mail files whenever there is a legitimate business need to do so. However, nothing herein shall affect the classification of e-mail pursuant to the Utah Government Records and Retention Act, or other state and federal standards.

E-mail transmissions are not actually deleted when a City employee deletes them from his/her computer. Deleted e-mail remains in memory storage and can be accessed by outside parties in the event of a lawsuit or other investigation. Because e-mail transmissions are discoverable documentary evidence, employees may be asked to explain e-mail transmissions before a judge in a court of law in the event that the City is involved in a lawsuit.

**PARK CITY COUNCIL SPECIAL MEETING
SUMMIT COUNTY, UTAH
APRIL 18, 2011**

I ROLL CALL

Mayor Dana Williams called the special meeting of the City Council to order at 2:00 p.m. in the City Council Chambers at the Marsac Municipal Building, on Monday, April 18, 2011. Members in attendance were Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Staff present was City Manager Tom Bakaly, and City Attorney Mark Harrington.

II CITY COUNCIL VACANCY APPLICANT INTERVIEWS

Mayor Williams announced the purpose of this meeting was to interview interested applicants for the purpose of filling the midterm City Council vacancy of Candy Erickson. The Council and Mayor will interview half the applicants at this meeting, the remaining half at the special meeting scheduled for the next day April 19, 2011, with the final vacancy appointment to be made at the regular meeting on April 21, 2011. The Mayor noted one interview will be conducted electronically to accommodate a candidate that is out of the country.

The following candidates met the eligibility and residency requirements, and were interviewed in thirty minute increments:

Andrew Beerman
Julia R. Pettit
Mary F. Cook
Timothy Preston (electronic interview)
Carolyn Murray Frankenburg
Jim Weinberg

The Mayor thanked each candidate for his/her interest in serving the community and invited each to make an opening statement or comments. The Council and Mayor continued the interview with prepared questions as follows:

- What do you believe to be the top three most pressing concerns to the Park City community? The three top successes?
- What do you believe should be the City's transportation priorities for the short term? For the long term?
- What circumstances would warrant consideration of a property tax increase? Or would you cut services, and which services would you cut?
- Should the City government have an active role in encouraging growth or redevelopment within the City? If yes, what should that role be or focus on?
- Which do you consider more important: arriving at consensus decisions with a majority of the City Council or advocating specific policies or positions for a particular constituency? How do you work through difficult issues with opposing points of view?

If time permitted, the interviews included other discussion concerning environmental clean-up; public private partnerships; service levels for city services; enforcement policies; conflicts of interest or other limitations.

III. ADJOURN

Mayor Williams adjourned the meeting at 5:14 p.m. The special meeting will continue to April 19, 2011, 2:00 p.m. for continuance of City Council candidate interviews.

This special meeting was duly noticed by legal publication in the local newspaper and posting pursuant to state law.

Prepared by Cindy LoPiccolo, Senior City Recorder

**PARK CITY COUNCIL SPECIAL MEETING
SUMMIT COUNTY, UTAH
APRIL 19, 2011**

I ROLL CALL

Mayor Dana Williams called the special meeting of the City Council to order at 2:00 p.m. in the City Council Chambers at the Marsac Municipal Building, on Tuesday, April 19, 2011. Members in attendance were Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Staff present was City Manager Tom Bakaly, and City Attorney Mark Harrington.

II CITY COUNCIL VACANCY APPLICANT INTERVIEWS (Continued from April 18, 2011)

Mayor Williams announced this is the second special meeting held for interviewing the applicants for the purpose of filling the midterm City Council vacancy of Candy Erickson. The Council and Mayor interviewed half of the applicants the day before, the remaining half will be interviewed at this meeting, with the final vacancy appointment to be made at the regular meeting on April 21, 2011.

The following candidates met the eligibility and residency requirements, and were interviewed in thirty minute increments:

Richard Dan Portwood
Gabrielle "Lee" Caruso
Richard (Dick) Peek
Stewart F. Gross
Kraig Moyes
Leslie A. Moss
John Stafsholt

The Mayor thanked each candidate for his/her interest in serving the community and invited each to make an opening statement or comments. The Council and Mayor continued the interview with prepared questions as follows:

- What do you believe to be the top three most pressing concerns to the Park City community? The three top successes?
- What do you believe should be the City's transportation priorities for the short term? For the long term?
- What circumstances would warrant consideration of a property tax increase? Or would you cut services, and which services would you cut?
- Should the City government have an active role in encouraging growth or redevelopment within the City? If yes, what should that role be or focus on?
- Which do you consider more important: arriving at consensus decisions with a majority of the City Council or advocating specific policies or positions for a particular constituency? How do you work through difficult issues with opposing points of view?

If time permitted, the interviews included other discussion concerning environmental clean-up; public private partnerships; service levels for city services; enforcement policies; conflicts of interest or other limitations.

III. ADJOURN

Mayor Williams adjourned the meeting at 5:40 p.m.

This special meeting was duly noticed by legal publication in the local newspaper and posting pursuant to state law.

Prepared by Cindy LoPiccolo, Senior City Recorder

Resolution No.

**RESOLUTION PROCLAIMING MAY 7, 2011
AS ARBOR DAY IN PARK CITY, UTAH AND ACKNOWLEDGING
THE EXTRAORDINARY 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 give 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 18th time this year, and

WHEREAS, in consideration of requests received from the community, the selected Arbor Day project this year, are giving away seedlings, and educational pamphlets in conjunction of Pride in the Park at City Park,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby proclaim May 7th, 2011 as:

ARBOR DAY IN PARK CITY, UTAH

And encouraging residents to participate in planting trees in Park City. The Mayor and City Council extend their appreciation of the exceptional service of Landscape Gardener Maria Barndt, Parks Manager Clint Dayley, and all the 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 28th day of April, 2011.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder



City Council Staff Report

Subject: Street Dining on Main Lease Agreements
Author: Francisco Astorga, Planner
Department: Planning
Date: April 28, 2011
Type of Item: Administrative

Summary Recommendations:

Consider amendment/renewal of leases and approving new leases of City property/right-of-way for several restaurants located on Main Street, so that they can have on street dining on City property/right-of-way.

Topic/Description:

Cisero's Ristorante, Bistro 412, and 501 on Main (Zona Rosa) propose to build the same temporary street dining decks that the City approved in 2010 on Main Street. Main Street Pizza & Noodle, Bandits' Grill & Bar, Bangkok Thai on Main, The Eating Establishment, and Shabu propose to build a temporary street dining deck on Main Street. The Street Dining on Main program allows restaurant owners that have direct access to Main Street to build temporary decks on City right-of-way pending City Council approval of a lease agreement and an administrative Conditional Use Permit.

Restaurant	Address	Deck size	Type of Lease
Cisero's Ristorante	306 Main Street	9' x 31'	Renewal
Bistro 412	412 Main Street	9' x 20'	Renewal
501 on Main (Zona Rosa)	501 Main Street	10' x 17'	Renewal
Main Street Pizza & Noodle	530 Main Street	9' x 31'-2"	New
Bandits' Grill & Bar	440 Main Street	9' x 23'	New
Bangkok Thai on Main	605 Main Street	9' x 38'	New
The Eating Establishment	317 Main Street	9' x 21'-10½"	New
Shabu	442 Main Street	9' x 23'	New

Background:

Section 15-2.6-12 of the Land Management Code (LMC) allows Outdoor Dining on "leased public property" as an Administrative Conditional Use Permit (CUP). This lease is for the use of Main Street in front of the property from May 1 to October 30th.

Council discussed the Street Dining on Main program and suggested amendments to the terms of the leases at the November 18, 2010 and April 21, 2011 meetings. During the April 2011 meeting, direction was given to move forward with minor updates to the operational & lease agreements which include requirements for lunch

and dinner service; additional business license fees; and to charge three hundred dollars (\$300) per parking space (twenty feet [20'] in length) based on a linear calculation.

In 2010, three (3) restaurants on Main Street were granted leases for the use of the right-of-way and administrative CUPs. The term of those leases was for one (1) year with automatic renewal of up to three (3) years. The term of the lease provided that “an annual review by the City Council, with input from the Planning Department will be conducted each year. City Council may terminate or change the terms of this lease at that time.” This is the first time the leases are being renewed.

This year the City received five (5) new requests from Main Street restaurants to build new street dining decks. Based upon Council’s direction at the April 21st meeting, Staff is recommending some amendments to the existing leases and new leases as described in the analysis section below.

Analysis:

The lease to restaurant owners to use the City right-of-way on Main Street for on-street dining includes provisions which regulate the time and duration of the use, provide for consistency in look and materials of the decks which are placed in the right-of-way, prevent conflicts with Special Events/Master Festival Licenses, mitigate for conflicting uses in the public right-of-way, ensure for clean sidewalks, and provide an ongoing monitoring mechanism and revocation provision for failure to comply with regulations. In addition to this lease, the Leasee is required to get an Administrative CUP which regulates the operation of the on street dining.

Based upon the discussion during the April 21, 2011 City Council work session before Council, Staff proposes that the provisions of existing lease and new leases be modified from the 2010 lease as follows:

- 1) Rent:** In order to promote street activity during the summer season the City Council during their April 21, 2011 work session directed City staff to waive a portion of the parking fees which is normally charged for use of the street for street dining decks. The City Council directed to staff to charge three hundred dollars (\$300) per parking space (twenty feet [20'] in length) based on a linear calculation. The City will charge \$___ for the proposed street dining deck.

<u>Restaurant</u>	<u>Address</u>	<u>Deck size</u>	<u>Parking spaces</u>	<u>Rent (based on linear foot)</u>	<u>Maximum parking fees</u>
Cisero's Ristorante	306 Main Street	9' x 31'	1.55	\$465	\$4,464
Bistro 412	412 Main Street	9' x 20'	1.0	\$300	\$2,880
501 on Main	501 Main	10' x 17'	1.0	\$300	\$2,880

(Zona Rosa)	Street				
Main Street Pizza & Noodle	530 Main Street	9' x 31'-2"	1.56	\$468	\$4,493
Bandits' Grill & Bar	440 Main Street	9' x 23'	1.15	\$345	\$3,312
Bangkok Thai on Main	605 Main Street	9' x 38'	1.90	\$570	\$5,472
The Eating Establishment	317 Main Street	9' x 21'- 10½"	1.09	\$237	\$3,150
Shabu	442 Main Street	9' x 23'	1.15	\$345	\$3,312
		Totals:	10.4	\$3,030	\$29,963

- 2) **Term:** Staff recommends that all leases end October 30, 2012 with the same provision that they may be amended or terminated at the annual review in spring.
- 3) **Serve lunch and dinner:** According to Council direction, all restaurants using the street right-of-way for deck dining must serve lunch and dinner seven (7) days a week as long as the decks exist in the right-of-way. This requirement has been added as part of Exhibit 1 to the Lease, Operational Restrictions # 3.
- 4) **Business license fees:** Council directed that the additional square footage of the decks be included in the business license fee of the restaurant. This requirement has been added as part of Exhibit 1 to the Lease, Operational Restrictions #12.

Staff has prepared a draft lease template that would be executed with the applicant prior to approving any Outdoor Dining on City Streets (Exhibit A). Staff has also prepared updated operational restrictions (Exhibit B) according to Council's direction. Staff recommends that the three (3) businesses that entered into the lease agreements last year enter into the attached leased as allowed for in the term provision of the lease (stated above) instead of amending those leases so that all the leases for the on street dining are the same. All leases will expire October 30, 2012.

Administrative CUP

Although Council is only considering whether to lease the right-of-way and does not evaluate the criteria of the Administrative CUP, below is staff's analysis of those criteria for Council's information. Staff has made a preliminary determination that applicants' request meets the proposed operational restrictions as well as the following standards for an outdoor dining Administrative CUP as described in LMC § 15-2.6-12:

- a) *The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.* **Complies**

The street dining areas are located within proposed leased public property. The proposed street dining decks are for restaurants that are current as part of the 1984 Main Street Parking Special Improvement District assessment and have fully paid all prior parking fees. Lots which were current in the 1984 parking assessment are exempt from the parking obligation for a floor area ratio (FAR) greater than 1.5. The parking areas where the street dining decks are proposed will reduce the overall stock of Main Street parking by 10.4 parking spaces. The maximum dollar amount (assuming 100% parking use at all times over this 180 day period) that the City may receive in parking fees for the parking spaces within the requested time of 180 days is \$29,963.

In order to promote street activity during the summer season the City Council during their April 21, 2011 work session directed City staff to waive a portion of the parking fees for street dining decks. The City Council directed to staff to charge three hundred dollars (\$300) per parking space (twenty feet [20'] in length) based on a linear calculation. The City will charge \$3,030 for all the proposed street dining decks.

The street dining decks will not diminish any landscaping; nothing will be impacted.

- b) *The proposed seating Area does not impede pedestrian circulation.* **Complies as mitigated**

The proposed street dining decks and also the sidewalk between the buildings and the proposed street dining decks will maintain a minimum of 44 inches of clearance at all times to comply with ADA access. Any equipment associated with the street dining decks will not be permitted on the sidewalk.

- c) *The proposed seating Area does not impede emergency Access or circulation.* **Complies as mitigated**

Due to the temporary nature of the street dining decks emergency access vehicles will have the ability to access the street dining decks to service any emergency if necessary. In case of an emergency, including but not limited to, floods, storm drain issues, utility issues, the structure may be removed or damaged by response teams at the cost of the owner.

- d) *The proposed furniture is Compatible with the Streetscape.* **Complies as mitigated**

The proposed furniture and actual street dining decks will be compatible with the streetscapes and it will complement the historic structures and the Main

Street Historic District in addition to compliance with the Historic District Design Guidelines.

- e) *No music or noise is in excess of the City Noise Ordinance, Title 6.*
Complies as mitigated

The use shall be in compliance of the City Noise Ordinance.

- f) *No Use after 10:00 p.m.* **Complies as mitigated**

Street Dining will not be permitted after 10:00 p.m.

- g) *Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.* **Complies as mitigated**

The proposed street dining deck is for business that is current in the 1984 Main Street Parking Special Improvement District assessment and have fully paid for parking. Lots which were current in the 1984 parking assessment are exempt from the parking obligation for a floor area ratio (FAR) greater than 1.5. The applicant will have to provide to staff a review of the restaurant's seating capacity showing that the seating capacity does not exceed the parking demand.

The Administrative CUP does not have an expiration date, and runs with the land, or until City Council provides direction to not allow use of City-streets for outdoor dining. The original lease agreement expires at the end of the 2012 season. At that point staff requests to analyze the effects of the three (3) year Street Dining on Main program and possibly consider extending approvals for another term.

Department Review:

The Building, Planning, Engineering, and Special Events Departments have review the street dining request and have drafted the language on the draft lease and operational restrictions.

Alternatives:

A. Approve:

Provide direction to approve the Outdoor Dining on City streets; and approve the lease for street dining for restaurants as presented; or

B. Deny:

Provide direction to deny the Outdoor Dining on Main Street request; or

C. Modify:

Provide direction to continue Outdoor Dining on Main Street, but modify the lease language or operational restrictions and then provide direction to approve the lease(s) as amended; or

D. Continue the Item:

Continue the hearing for more information or discussion.

Recommendation:

Consider amendment/renewal of leases and approving new leases of City property/right-of-way for several restaurants located on Main Street, so that they can have on street dining on City property/right-of-way.

Exhibits

- Exhibit A – Updated Lease Agreements
- Exhibit B – Operational Restrictions
- Exhibit C – Main Street map with proposed decks
- Exhibit D – Cisero's Ristorante Plans
- Exhibit E – Bistro 412 Plans
- Exhibit F – 501 on Main (Zona Rosa) Plans
- Exhibit G – Main Street Pizza & Noodle Plans
- Exhibit H – Bandits' Grill & Bar Plans
- Exhibit I – Bangkok Thai on Main Plans
- Exhibit J – The Eating Establishment Plans
- Exhibit K – Shabu Plans
- Exhibit L – Minutes from April 21, 2011 Meeting (attached in packet as draft minutes)
- Exhibit M – Copy of 2010 Lease Agreement (Cisero's Ristorante)

Exhibit A

STREET DINING ON MAIN OUTDOOR DINING LEASE

This LEASE AGREEMENT is made and executed this ____ day of _____, 20____, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah ("Park City") and _____, located at _____, Park City, Utah ("Tenant").

RECITALS

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities; and

WHEREAS, the City's goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the shoulder and summer seasons; and

WHEREAS, the City's goals include the preservation and enhancement of Park City's character regarding Old Town and the desire to strengthen the pedestrian experience along Main Street; and

WHEREAS, the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street; and

WHEREAS, the City's General Plan recommends utilizing street design techniques to encourage slower traffic speeds and a more intimate pedestrian-oriented scale; and

WHEREAS, the City's goals include maintaining and furthering the resort community's economic opportunities, as well as enhancing the economic viability of Park City's Main Street Business District;

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

TERMS & CONDITIONS OF LEASE

Based upon good and valuable mutual consideration, the Parties agree as follows:

1. **PROPERTY.** The property affected by this lease is generally described as the street area directly fronting Tenant's building located at _____ Main Street, and more specifically described in site plan Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises"). The length of the outdoor dining deck per restaurant may not exceed forty (40) feet.
2. **RENT.** Annual rent is for the use of the street for the deck is three hundred dollars (\$300) per parking space of a linear length of twenty feet (20'). If a deck covers a fraction of a parking space (20') the rent will be calculated by the percentage of the deck on the parking space. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City rent, additional business licensing fees, insurance, sales taxes and other expenses.

3. **TERM.** The term of this Agreement shall commence on May 1, 2011 and shall terminate on October 30, 2011. The term shall automatically renew each year for a total of two (2) years terminating on October 30, 2012 unless terminated earlier as provided herein. The Property may only be utilized for a six (6) month period commencing on May 1st and terminating on October 30th each year except for the period of the Arts Fest (the first Friday, Saturday and Sunday of August). An annual review by the City Council, with input from the Planning Department will be conducted by April 1st of each year. City Council may terminate or change the terms of this lease at that time. Additional term restrictions are attached hereto and incorporated herein by this reference in Attachment 1 (Street Dining Operation Restrictions). This Agreement may be terminated by Park City upon a finding of non-compliance of this lease or the attached operational restrictions.

The use of the Property shall not conflict with any previously existing Master Festival License (MFL) recipients on Main Street, specifically the Arts Fest (Kimball Arts Center). The Kimball Arts Center has been leased exclusive use of Main Street during the first Friday, Saturday and Sunday of August. The Property must be vacated (i.e. removal of decks) no later than 10 a.m. MT of the first Thursday of August for the duration of Arts Fest (including set-up and breakdown) unless the Kimball Arts Center consents in writing to allow Tenant's use of the Property. If the outdoor dining structure is not removed as required, the Landlord will remove the structure at Tenant's cost.

4. **USE OF PREMISES.** Tenant may use the Premises only for outdoor dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. The street dining decks shall be utilized for street dining that will serve lunch and dinner seven days a week for the duration of the lease period. Additional operational restrictions which must be complied with as part of the conditions of this lease are attached hereto and incorporated herein in Attachment 1. Park City makes no representations regarding the premises and Tenant accepts the premises "as is."
5. **IMPROVEMENTS TO THE PREMISES.** Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted.
6. **SIGNS.** No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.
7. **INSURANCE.** Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars (\$2,000,000) per combined single limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be noncontributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The

parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

8. **HOLD HARMLESS.** Tenant covenants and agrees to defend, indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, utility, the structure may be removed or damaged by response teams at the cost of the owner.

Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term or the Renewal Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

9. **ASSIGNABILITY.** Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.
10. **PROFESSIONAL PERFORMANCE.** Tenant agrees to perform services under this contract at the highest professional standards, and to the satisfaction of Park City.
11. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the state of Utah.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Tenant:

By:

Its:

Date:

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 20____, personally appeared before me
_____, who being duly sworn, did say that he is the Owner of
_____, and acknowledged to me that the preceding Agreement
was signed on behalf of _____, and he acknowledged that
the company did execute the same for its stated purpose.

Notary Public

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Attest:

Janet M. Scott, City Recorder

Approved as to form:

City Attorney's Office

Exhibit B

Attachment 1

Street Dining Operation Restrictions

Street dining may be allowed by the Planning Department upon issuance of an Outdoor Dining Administrative Conditional Use Permit. Street dining is permitted from May 1st, and shall terminate on October 30th of each year. A total of twelve (12) street dining decks will be accommodated on Main Street based on the layout of the proposed decks. The Applicant must submit an application, pay an application fee, and provide all required materials and plans. Ongoing monitoring will be provided to ensure compliance with these parameters. The Administrative Conditional Use Permit or the Lease may be revoked for failure to comply with these restrictions.

Required Submittals:

- Dining Site Plan – This plan shall be to scale and indicate: the Applicant's building as it relates to the exact proximity of the street dining deck. The plan shall include accurate locations of proposed chairs, tables, umbrellas, planters, and any other existing public improvements (light fixtures, fire department connections, parking meters, etc.).
- Details/specifications sheets – Shall be submitted for each piece of equipment proposed with the street dining is application. This will include all tables, chairs, umbrellas, etc.

Design Standards:

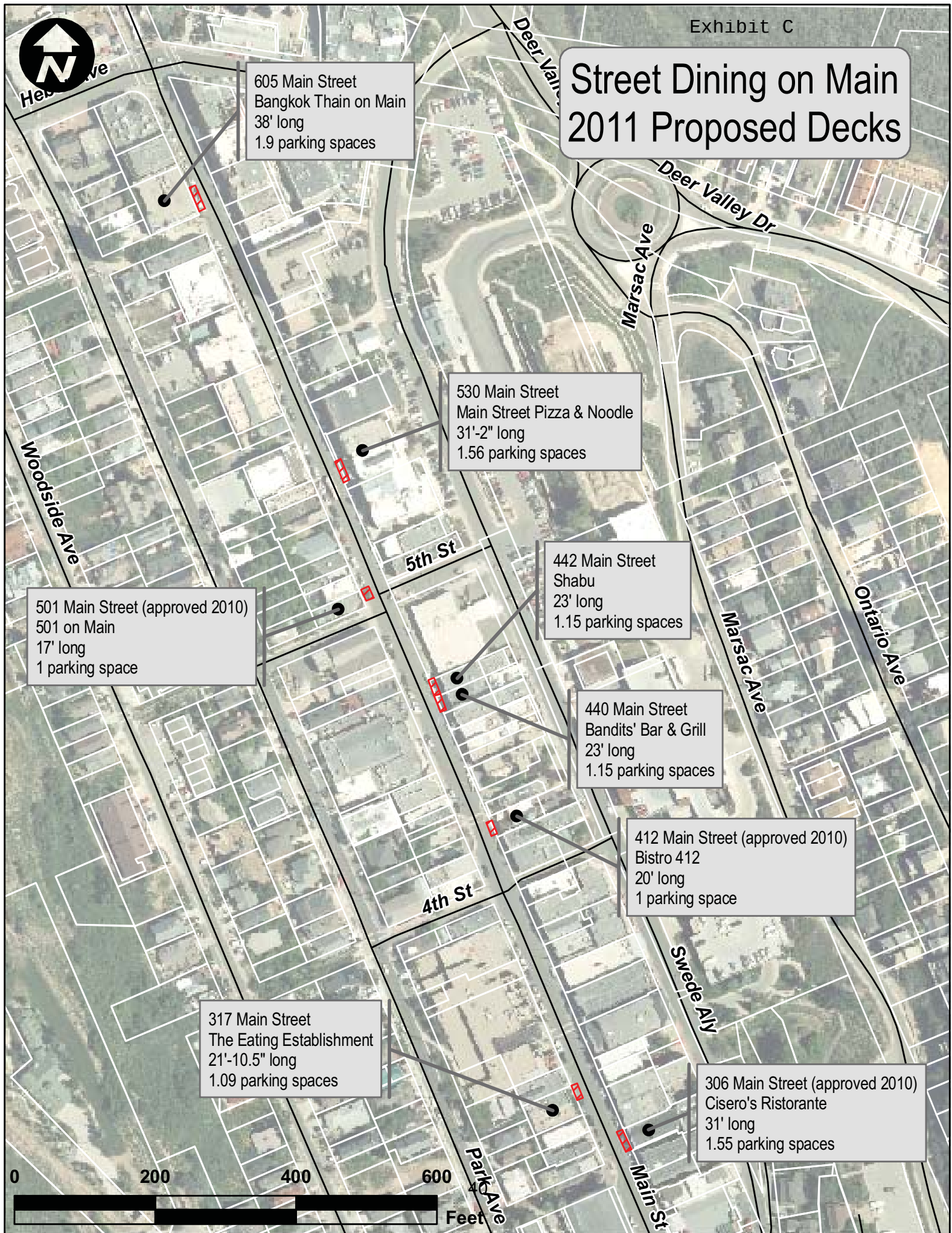
1. Size. Street dining area shall be limited to the linear frontage a building has on Main Street and shall not exceed nine feet (9') in width. The encroachment of the proposed decks into street will not exceed seven feet, nine inches (7'-9") in width from the curb, as the encroachment of the proposed decks into the sidewalk will not exceed one foot three inches (1'-3"). With the written permission of the adjacent property owner submitted to the City, they may extend into the neighbor's street frontage. Forty-four inches (44") of clear sidewalk width shall be available at all times where the street dining deck is being constructed. Each outdoor dining deck shall not exceed forty (40') feet in length.
2. Location/Proximity/Spacing. The City reserves the right to reject an application for an outdoor dining deck:
 - If the proposed deck is too close to a previously existing deck and would eliminate needed parallel parking along Main Street thus creating a concentrated parking issue.
 - If the proposed deck is for a restaurant that does not have direct access at street level.
 - If the proposed deck is for a business with existing outdoor dining space and the expansion of such is deemed excessive.
 - If the proposed deck creates too much private use of the public right-of-way that may be deemed detrimental to the health, safety, welfare of the area.
 - The Building, Planning, and Engineering Departments will review the location, proximity, and spacing of each street dining deck as well as impacts of traffic and

public safety concerns. A recommendation will be given to the City Council for final review and approval.

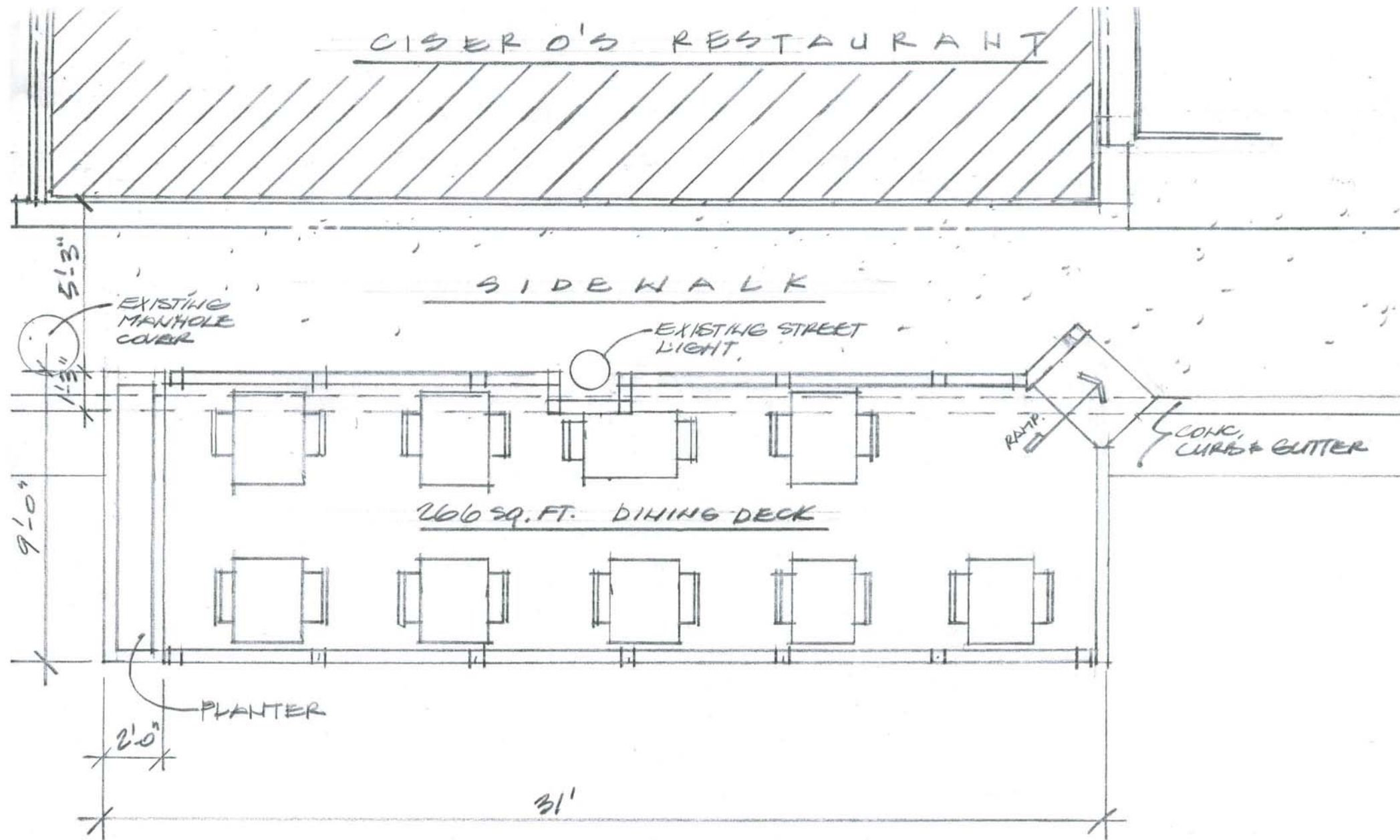
3. Hours of Operation. The street dining decks shall be utilized for street dining and shall serve lunch and dinner seven (7) days a week for the duration that the decks are in the Right of Way.
4. Material. Street dining decks may be built of wood platforms and shall have a solid base. The design of the base shall complement the style of the building. The railing shall be painted solid to also complement the building. While outdoor dining deck is not subject to a complete Historic District Design Review (HDDR), the guidelines are applicable to the project.
5. Height. The maximum height of the deck shall not exceed thirty-six inches (36") measured from existing grade to the base/floor of the deck at any given point. The layout of the deck may include a step to meet the maximum height allowed.
6. Advertising. Additional signing or advertising beyond what is allowed by the Park City Sign Code is prohibited.
7. Furniture. All tables and chairs shall be metal, wood, or other comparable material. Plastic furniture shall not be allowed. All furniture must be approved by the Planning Department per the historic district design review.
8. Umbrellas. Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas shall be affixed permanently to the deck as required by the International Building Code requirements (including fire standards) and shall not create any public hazard.
9. Lighting. No additional electric lighting is permitted, including exterior building lighting.
10. Planters. Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application, and shall not create any public hazard or unnecessary clutter. All plant material must be maintained in a manner that ensures their viability throughout the summer outdoor dining season.
11. Use. The terms and scheduling of the use of the outdoor dining decks must not conflict with any previously existing Master Festival License (MFL) recipients on Main Street, specifically the Arts Fest (Kimball Arts Center). Existing MFL recipients must be consulted with if the outdoor dining decks are to remain during their event. If no agreement is reached, the outdoor dining structure must be removed in full for the duration (including set-up and breakdown) of the MFL event. If the outdoor dining structure is not removed as required, PCMC will remove the structure at cost to compensate for the employees and equipment needed to complete the task.
12. Licensing. The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Control. It is the responsibility of the Applicant to ensure that all licenses are properly obtained and adhered to.

13. Duration. Street dining is permitted from May 1st, and shall terminate on October 30th, each year.
14. Health & Safety. The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.
15. Music. The use of outdoor speakers and music is prohibited.
16. Maintenance. The dining area shall be clean and maintained in a neat and orderly fashion.
17. Storage. All equipment and other associated materials must be removed and stored on private property during prohibited times (off season). No material associated with the outdoor dining decks may be stored outdoors on-site during the off-season.
18. Removal. Decks must be completely removed from the Right-of-Way prior to the end of business day October 30. If the outdoor dining structure is not removed as required, the City will remove the structure at cost to compensate for the employees and equipment needed to complete the task.
19. Drainage. Design of the deck and its skirting shall not interfere with the existing street drainage. Deck plans shall be reviewed by the City for drainage and may be modified so as to not interfere with the existing drainage patterns of the street.
20. Utilities. Access to utilities shall not be hindered by the structures. No outdoor dining decks will be approved if located in an area that blocks access to fire hydrants, etc. No new utility lines shall be installed as a result of the proposed outdoor dining.
21. Insurance Requirement. The tenant shall carry a policy of liability insurance in an amount of at least \$2 million per combined single limit per occurrence and \$3 million per aggregate for personal injury, bodily injury and property damage. Park City Municipal Corporation shall be named as additional insured by endorsement of each policy.

Street Dining on Main 2011 Proposed Decks







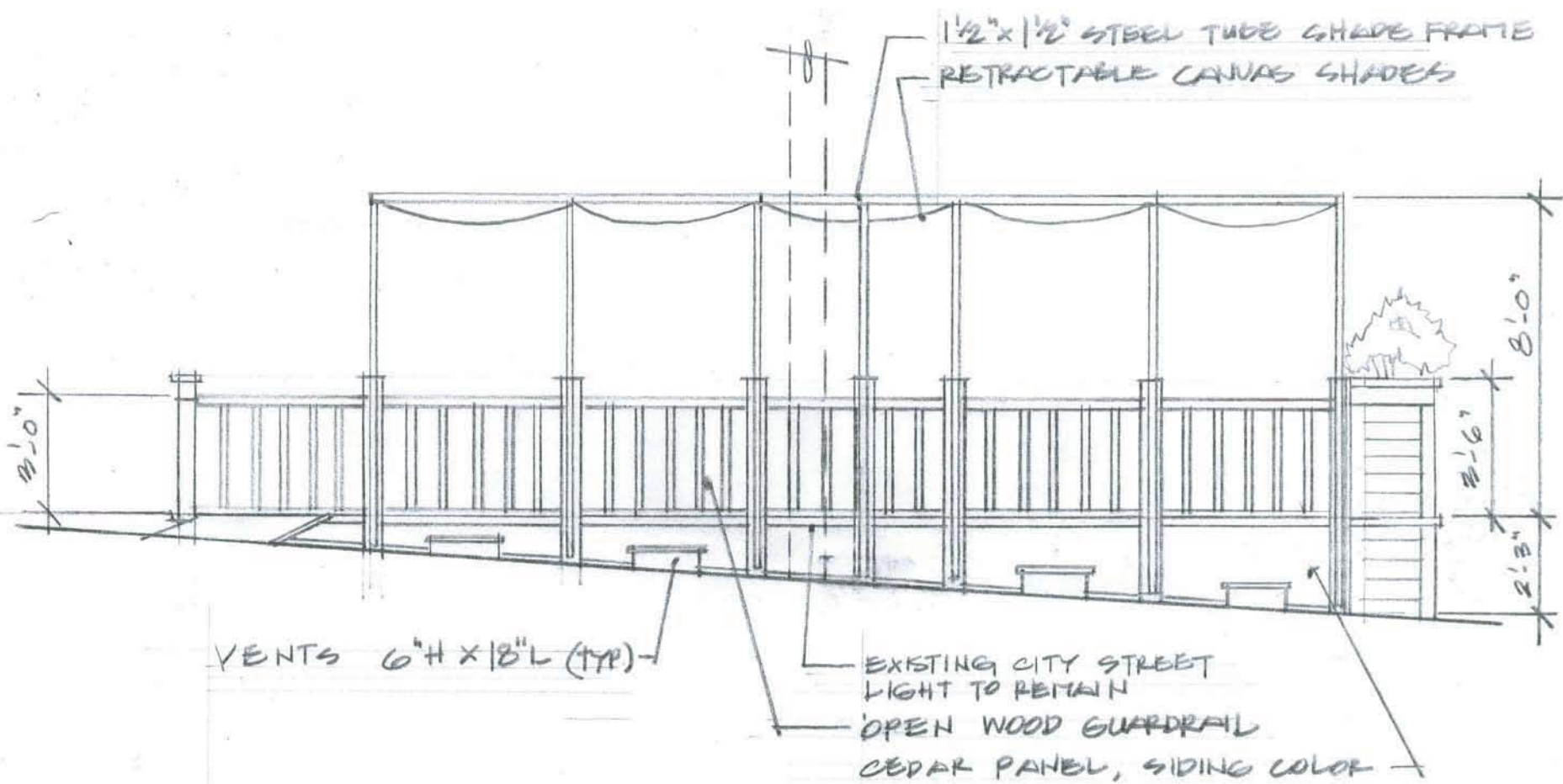
PLAN VIEW

MAIN ST.

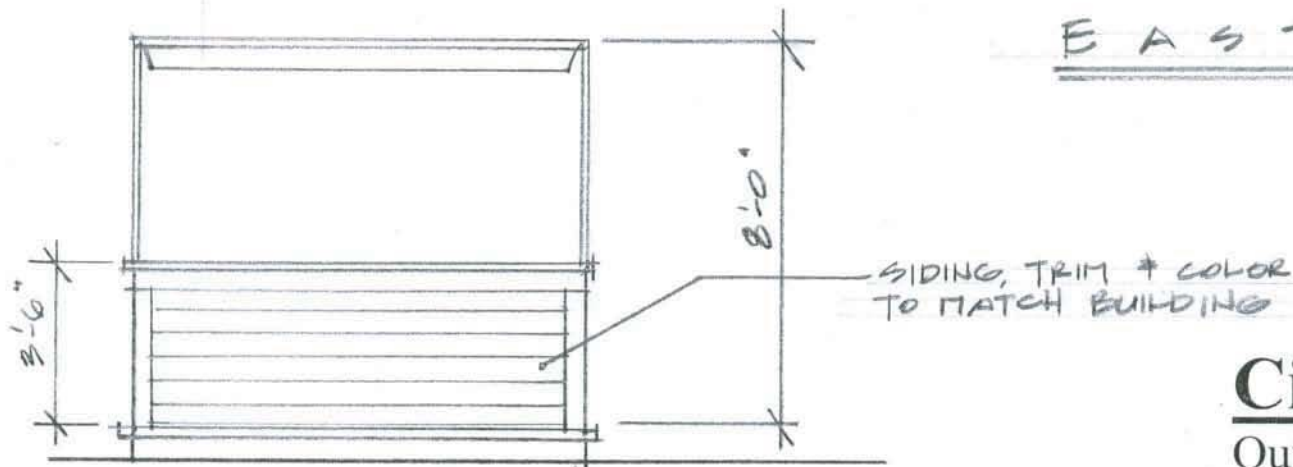
Cisero's Restaurant

Outdoor Dining Deck

306 Main Street, Park City, Utah



E A S T V I E W

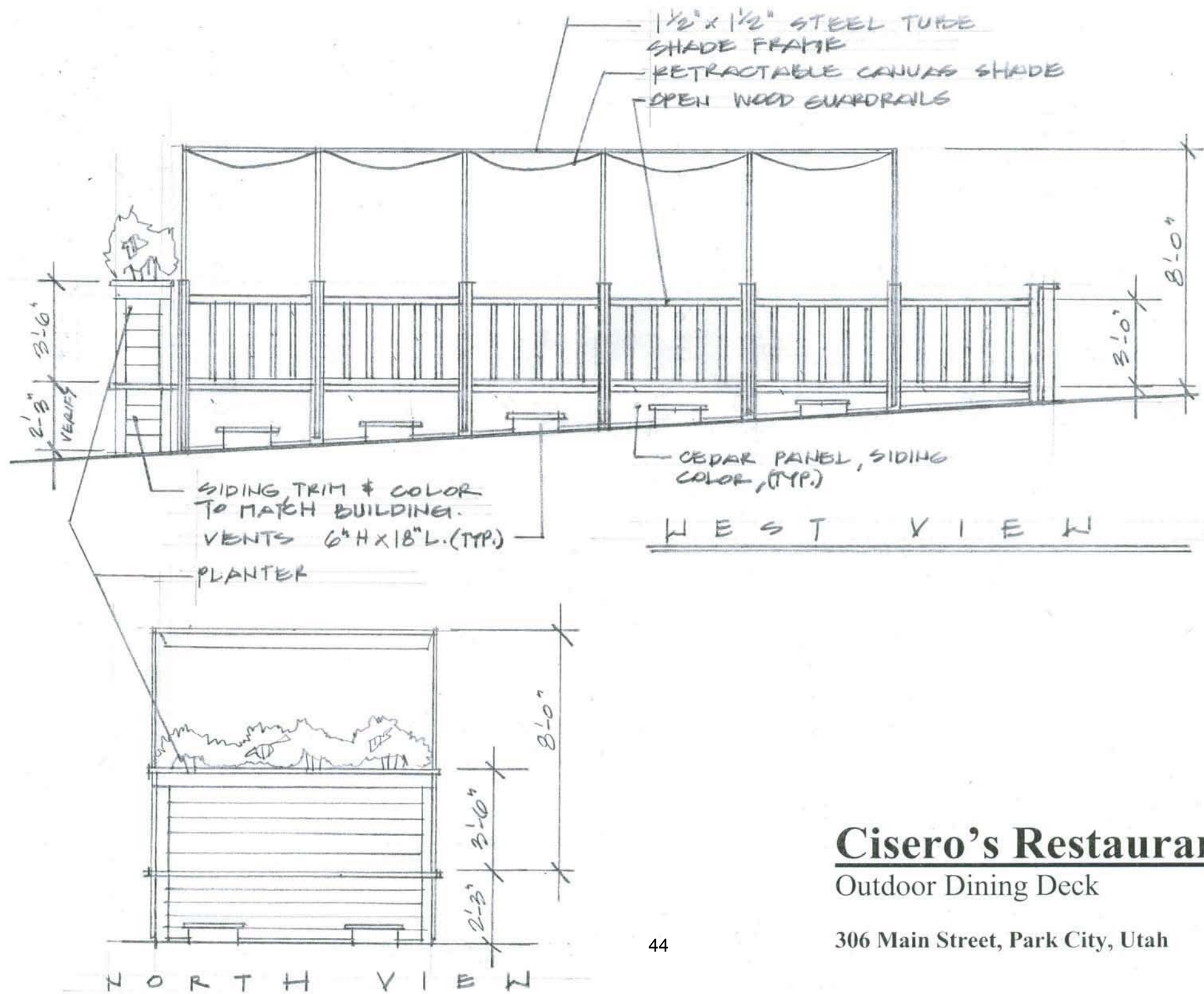


S O U T H V I E W

Cisero's Restaurant

Outdoor Dining Deck

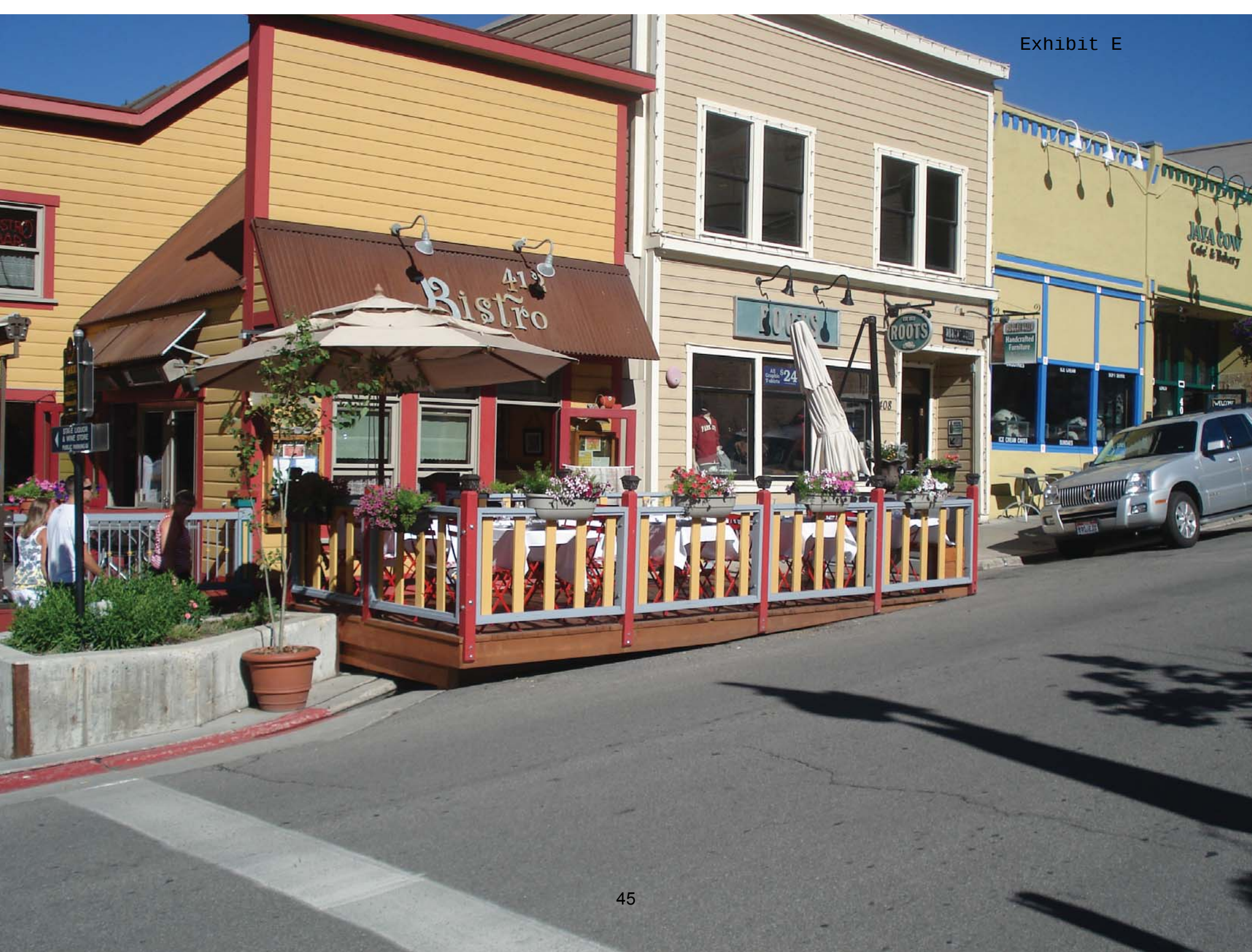
306 Main Street, Park City, Utah

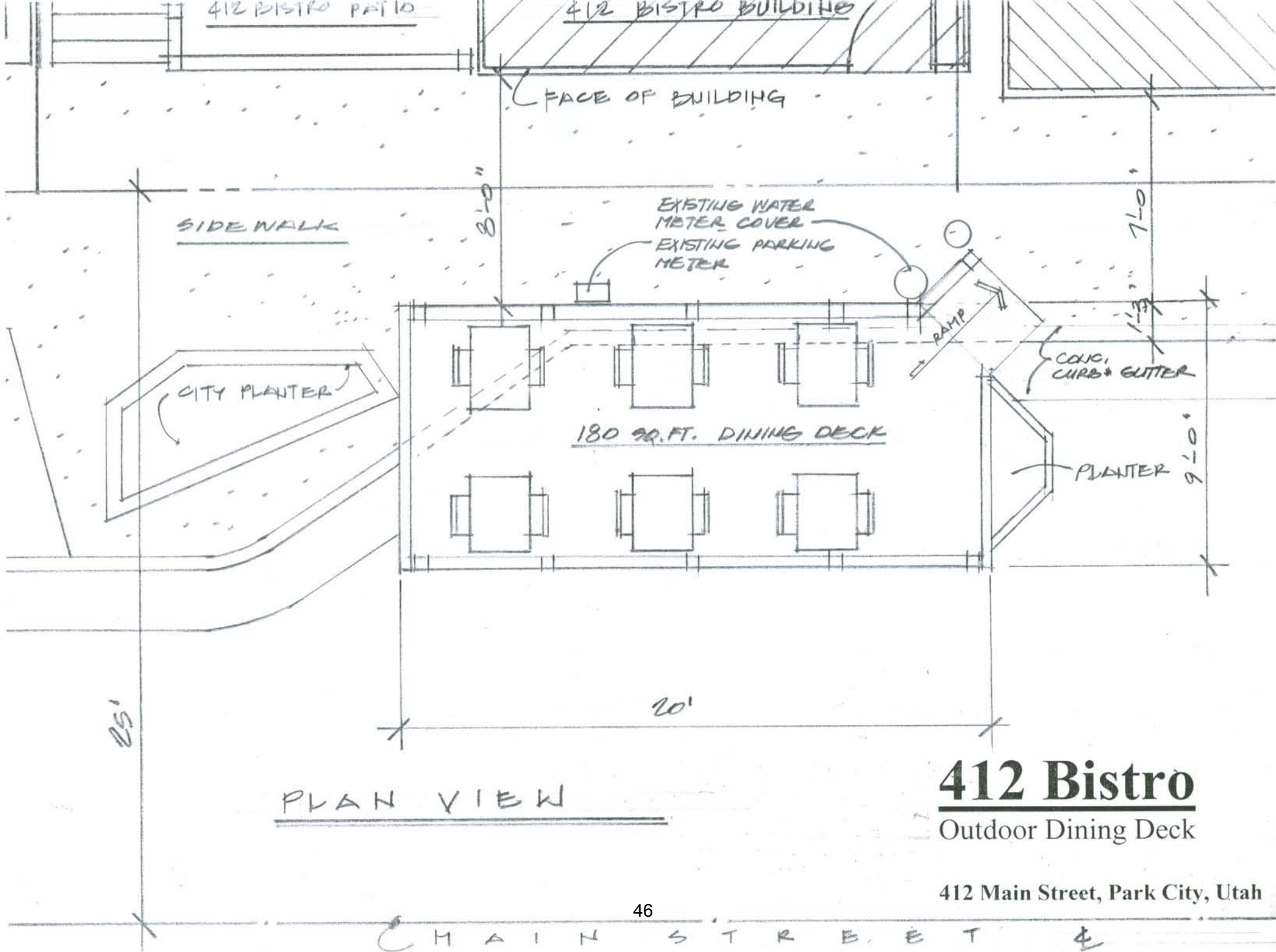


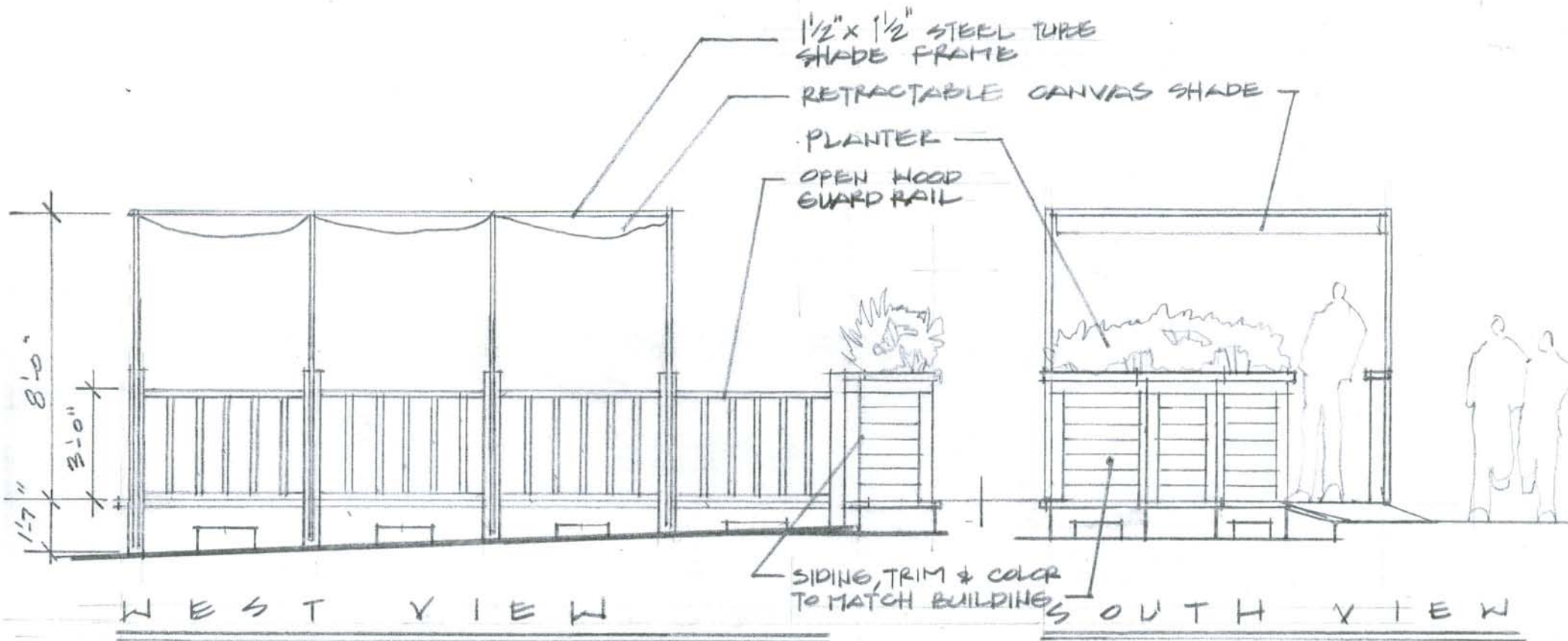
Cisero's Restaurant

Outdoor Dining Deck

306 Main Street, Park City, Utah

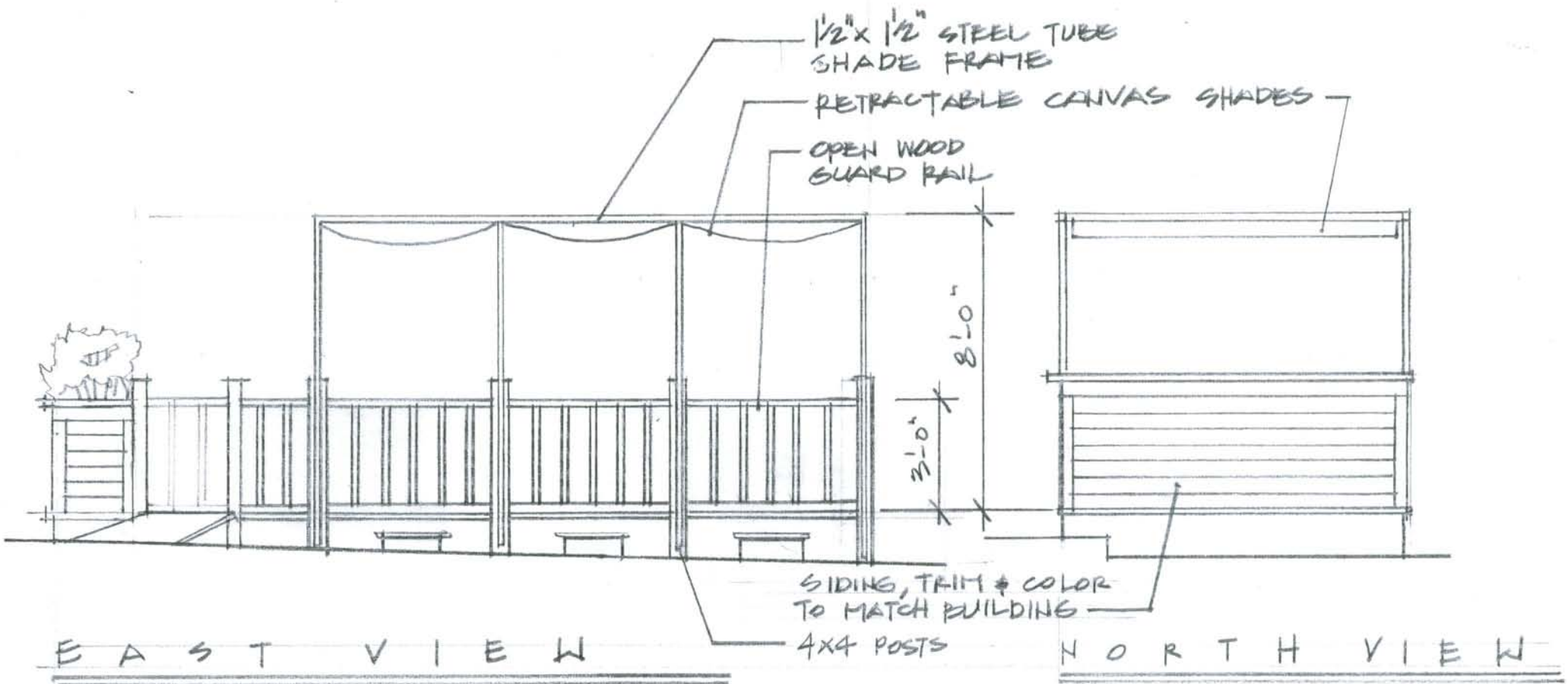






412 Bistro

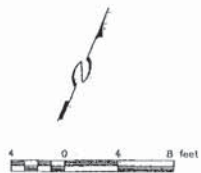
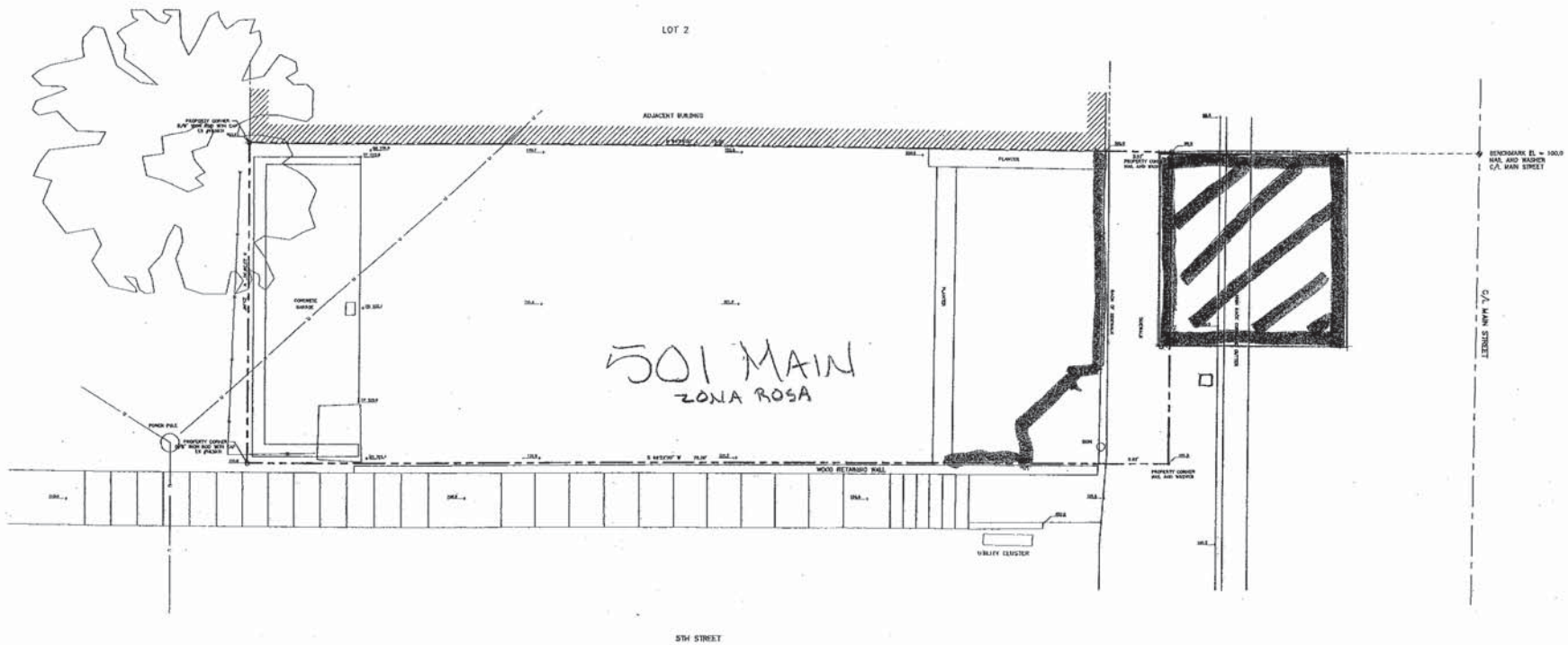
Outdoor Dining Deck



412 Bistro

Outdoor Dining Deck





LOT 1
BLOCK 9, PARK CITY SURVEY

TOPOGRAPHIC MAPPING BY:
ALLIANCE ENGINEERING INC.
323 MAIN STREET
PARK CITY, UTAH
(801) 649-9467

JOB No. 5-2-96
Y:\SRV\TOPOG9\PCS\1189.DWG

- NOTE: 1. BENCHMARK ELEVATION 100.0 WAS RANDOM
APPROXIMATE SEA LEVEL ELEVATION AT STREET = 7050
2. SEE RECORD OF SURVEY PLAT FOR EASEMENTS AND RESTRICTIONS. THE ARCHITECT IS
RESPONSIBLE FOR VERIFYING REQUIRED BUILDING SETBACKS, ZONING REQUIREMENTS,
AND BUILDING HEIGHTS.
3. THIS TOPOGRAPHIC MAP IS BASED ON A FIELD SURVEY PERFORMED 2-13-96.
4. THIS IS NOT A CONTOUR MAP. SPOT ELEVATIONS ARE AS SHOWN.
5. ARCHITECT SHOULD VERIFY BUILDING PAD GRADES PRIOR TO FINAL CONSTRUCTION.

FILED

501 Main - Zona Rosa

7'-7"

sidewalk

17'-0"

mtr

3'-4"
ADA
RAMP

3'X2'

OPTIONAL bench

10'-0"

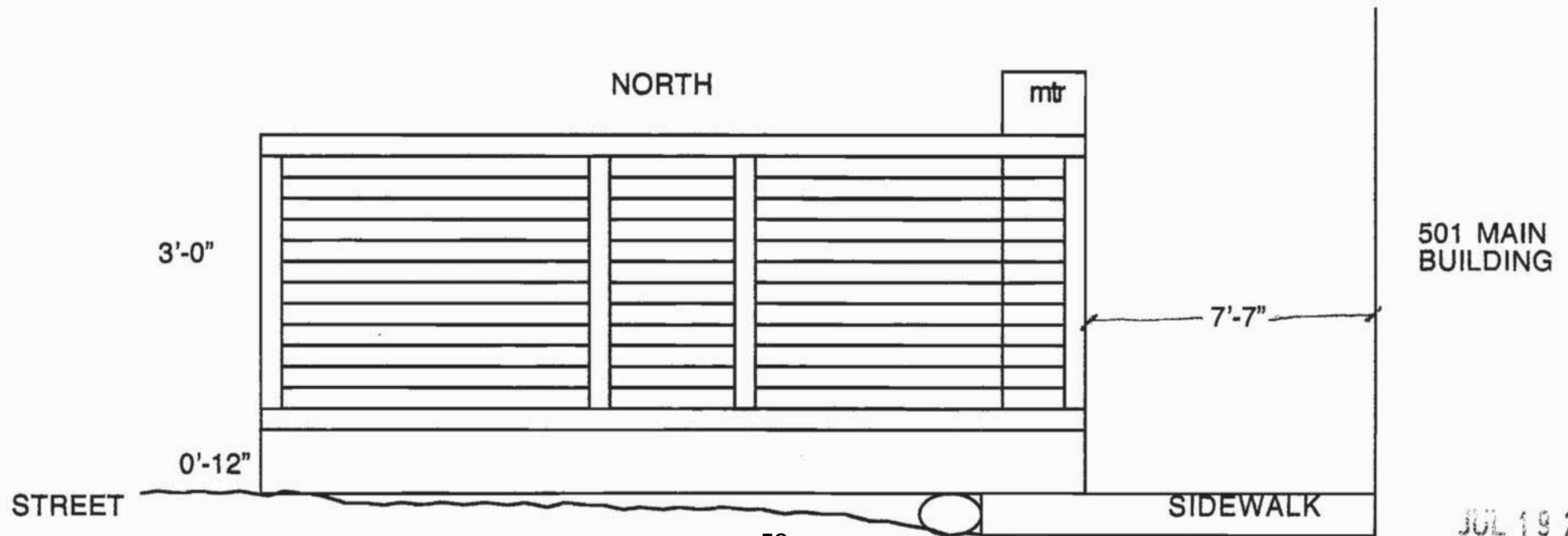
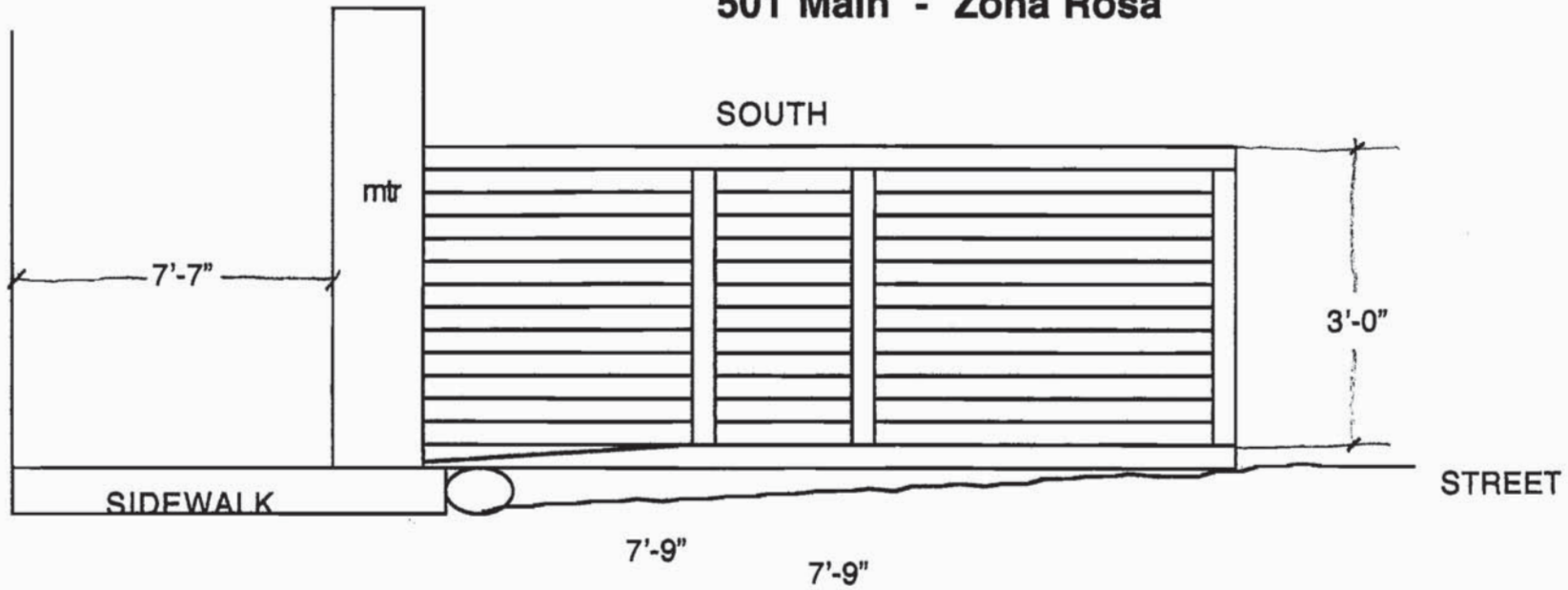
4'-0"

bench

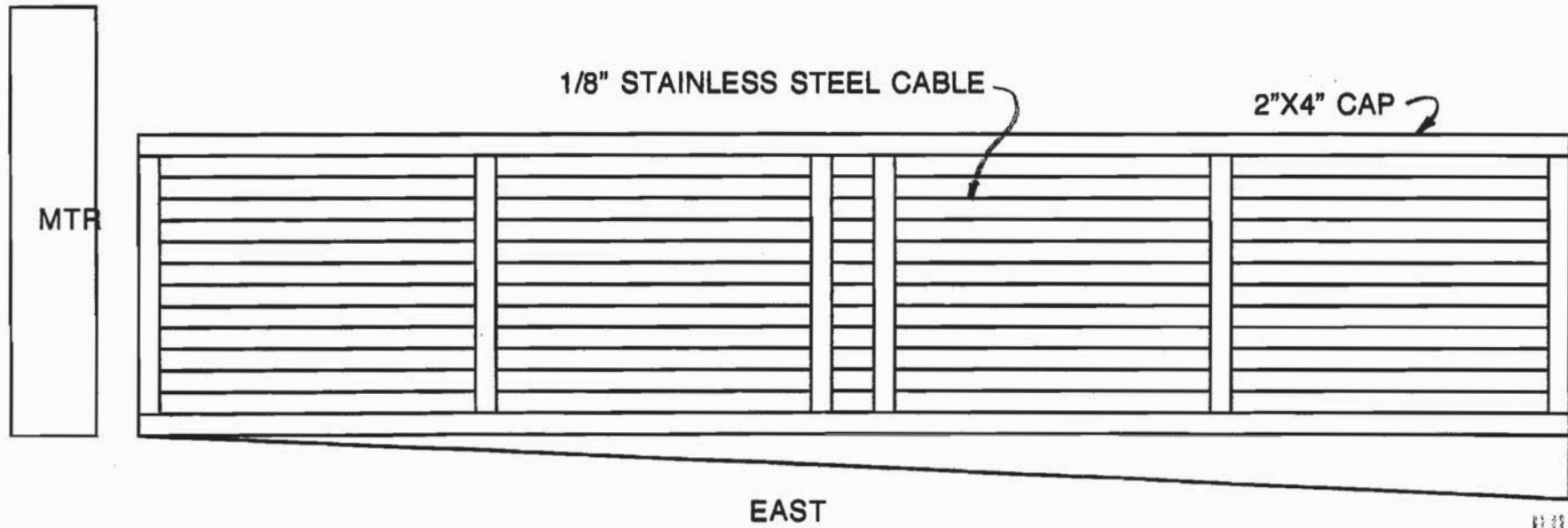
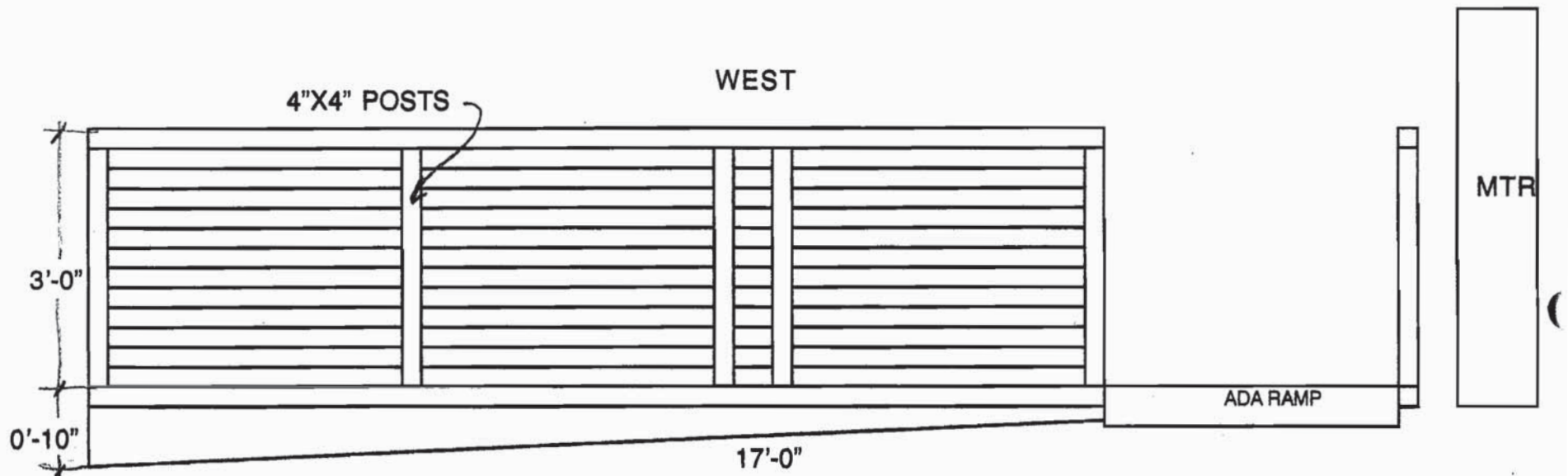
51

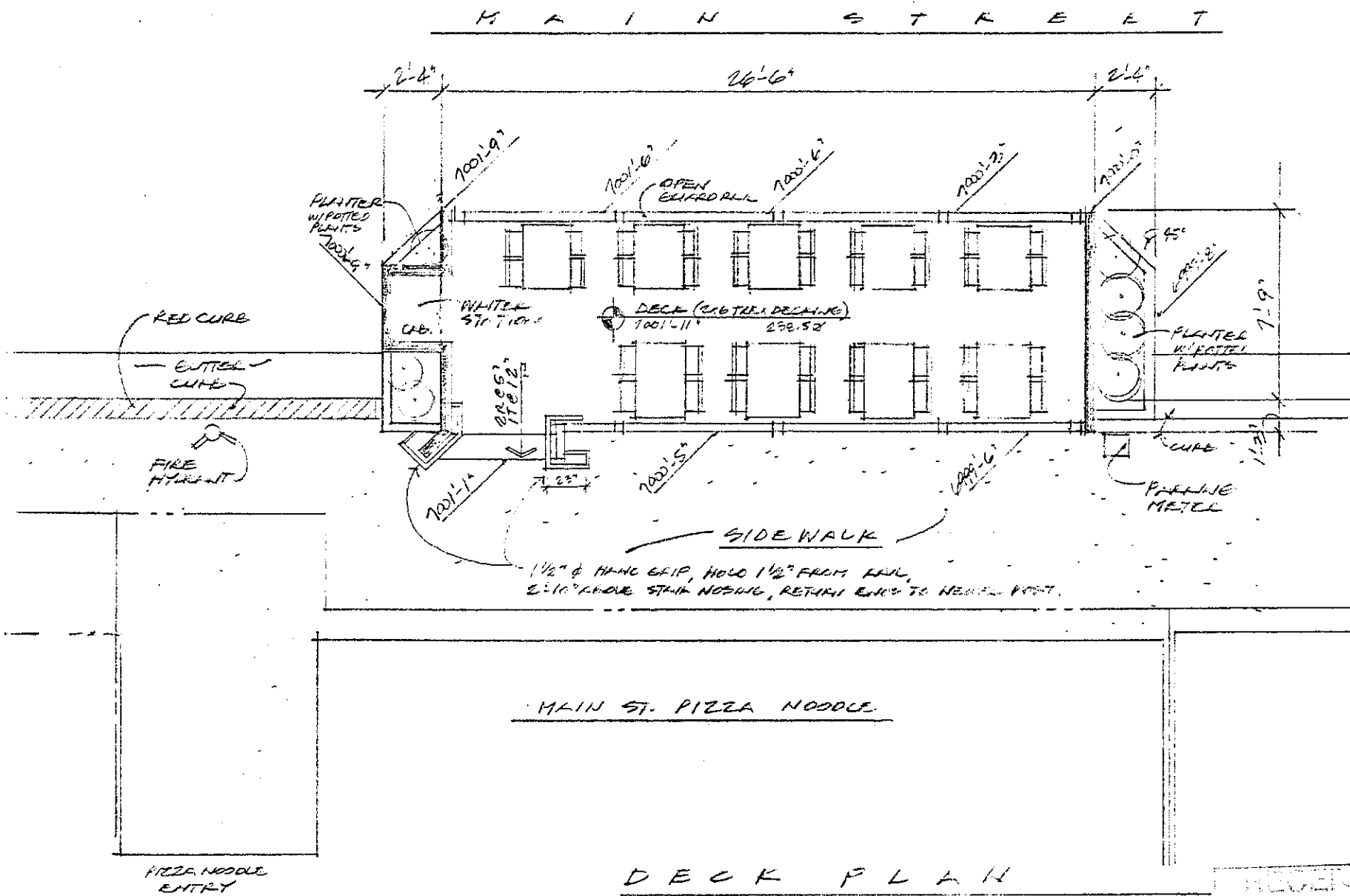
JUL 19 2010

501 Main - Zona Rosa



501 Main - Zona Rosa





DECK PLAN

SCALE: 1/4" = 1'-0"

MAR 29 2011

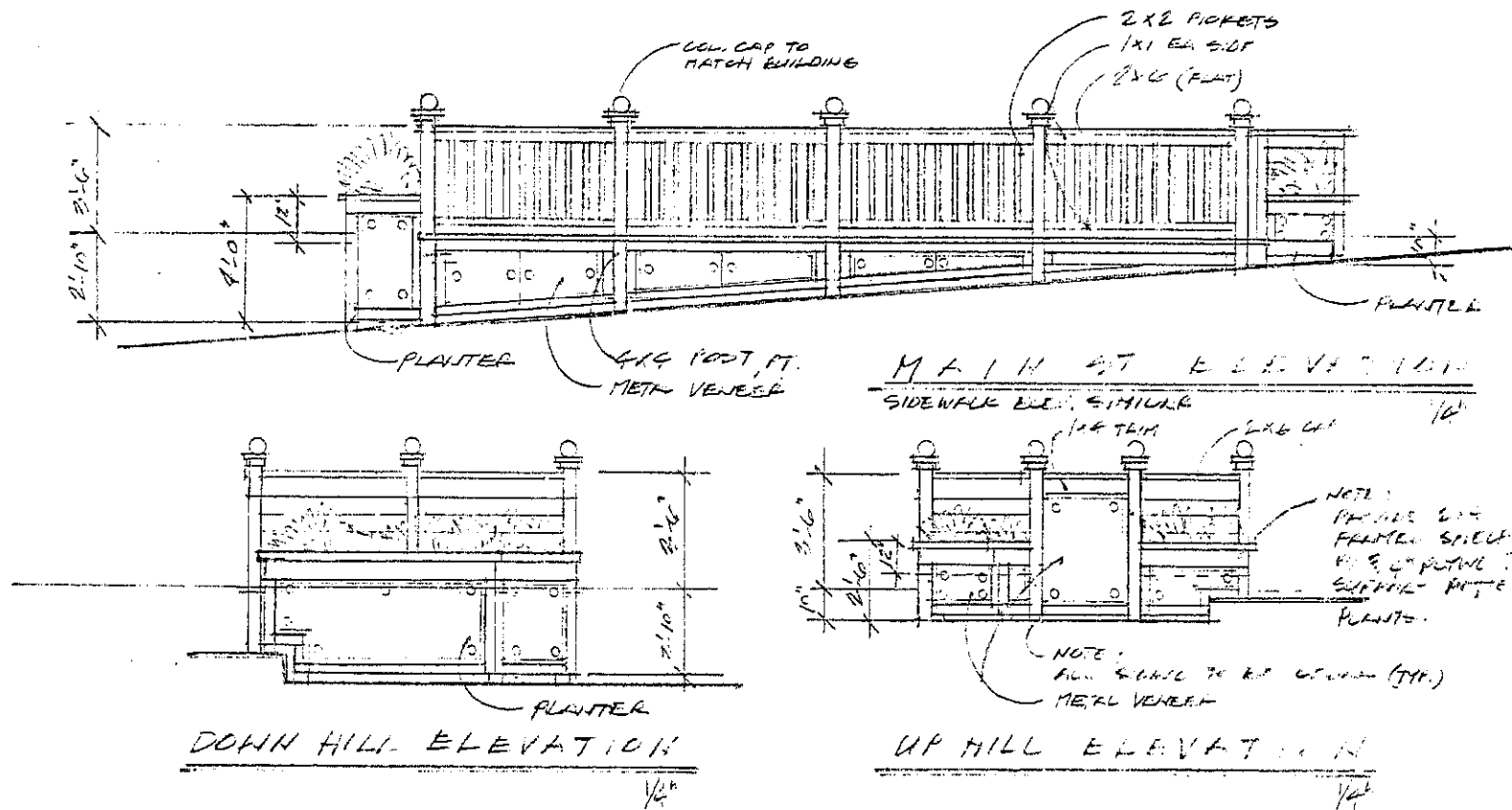
DRAFT CITY PLANNING DEPT.

Jonathan DeGray
Architect

MAIN ST. PIZZA NOODLE
530 MAIN ST.
OUT DOOR DINING AREA

DECK PLAN

6-2



Jonathan DeGray
Architect

MANHATTAN, N.Y.
ARCHITECT

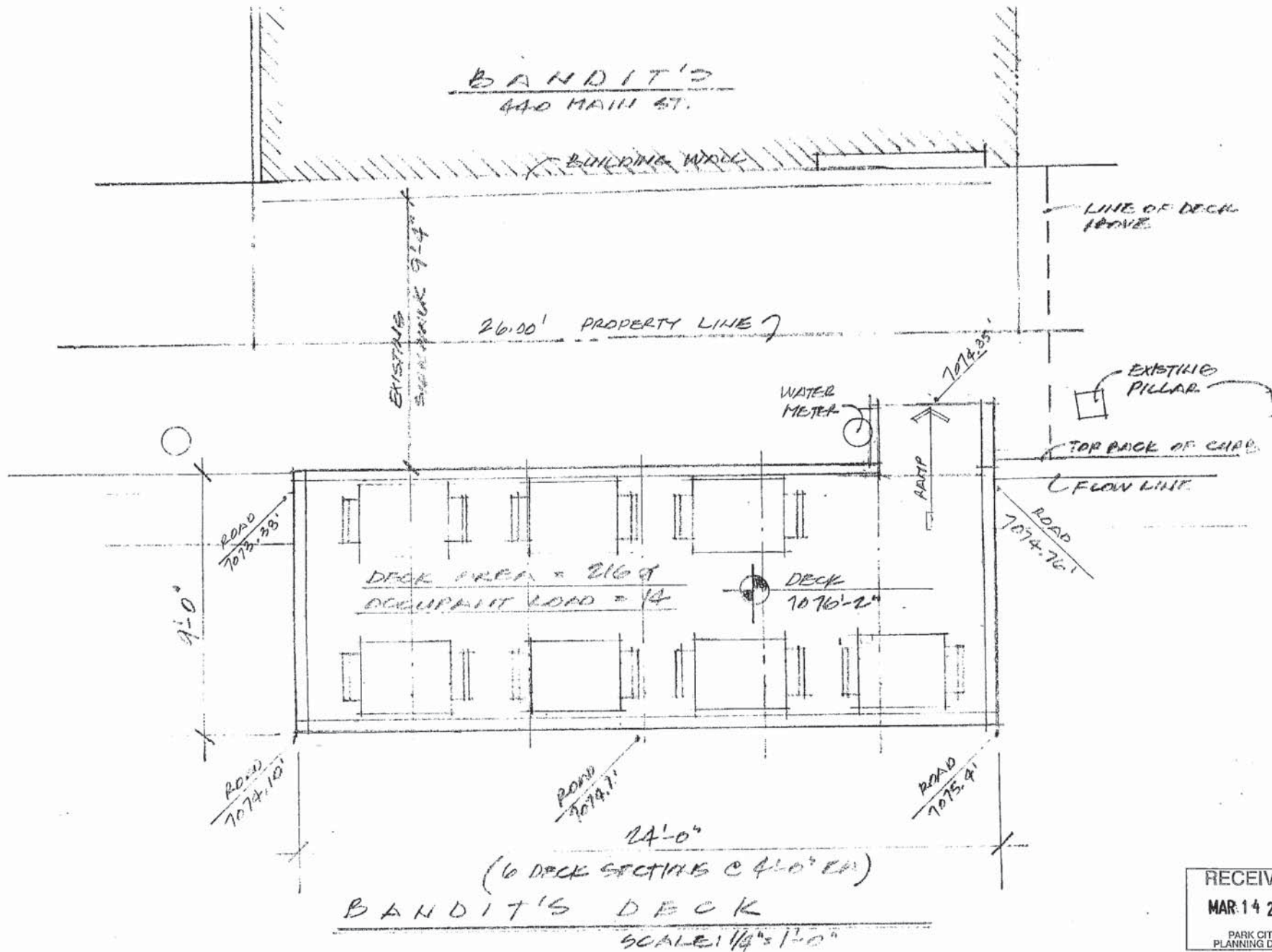
ARCHITECTURAL
DRAWINGS

3-28-11

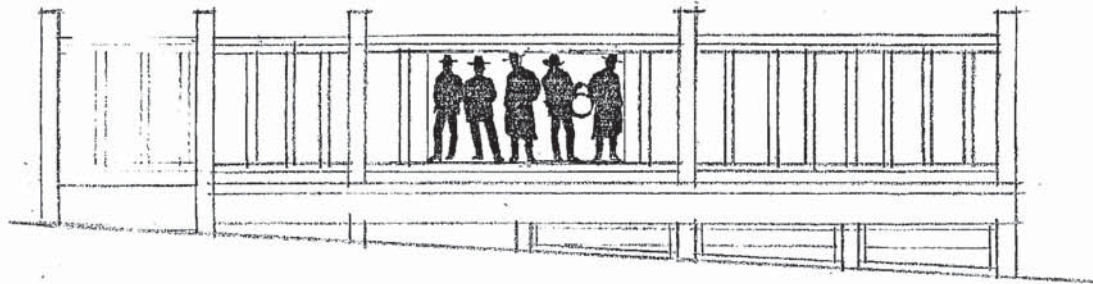
2-16-11

2-16-11

RECEIVED
MAR 29 2011
PARK CITY
PLANNING DEPT.

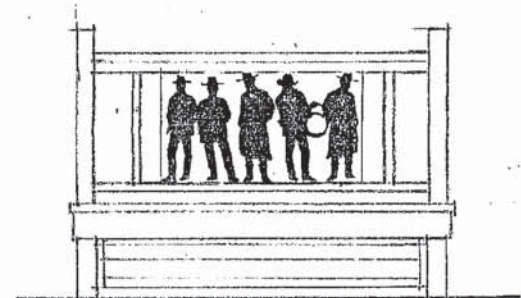


RECEIVED
MAR 14 2011
PARK CITY
PLANNING DEPT.



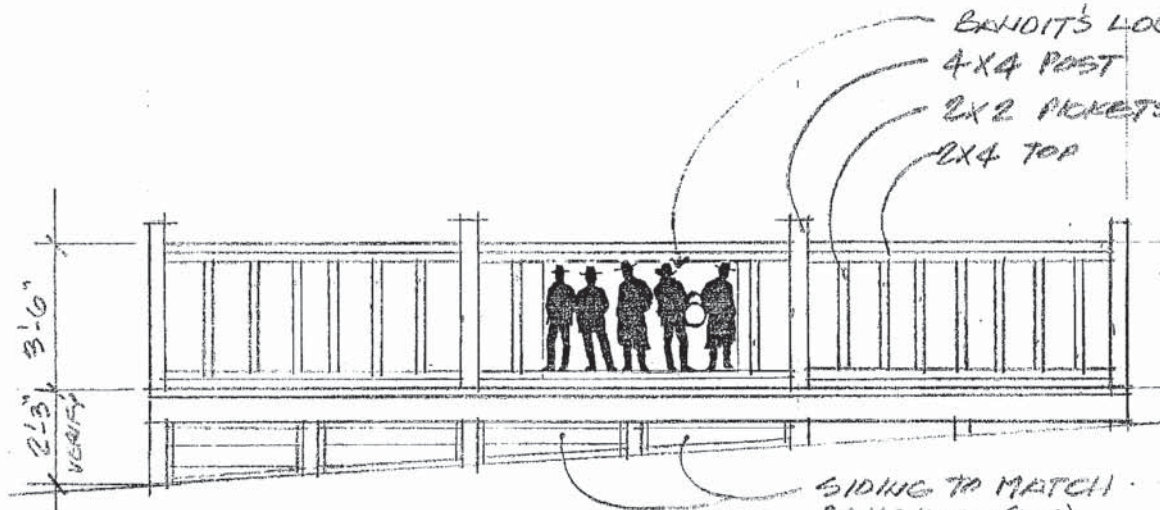
SIDE WALK ELEV.

1/4"



NORTH END

1/4"



MAIN ST. ELEV.

1/4"



SOUTH END

1/4"

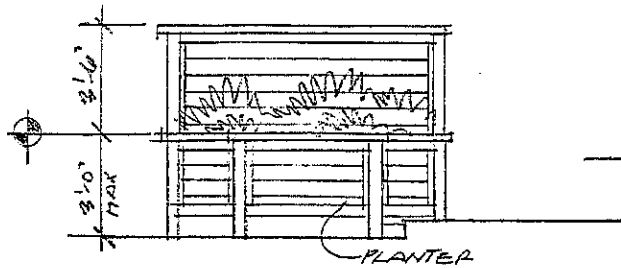
BANDIT'S DECK

SCALE: 1/4" = 1'-0"

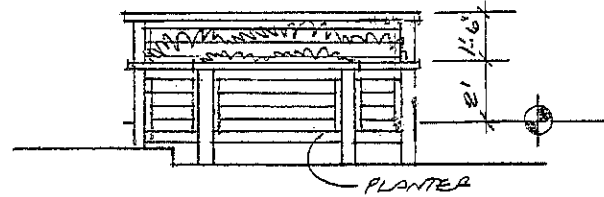


RECEIVED
MAR 14 2011
PARK CITY
PLANNING DEPT.

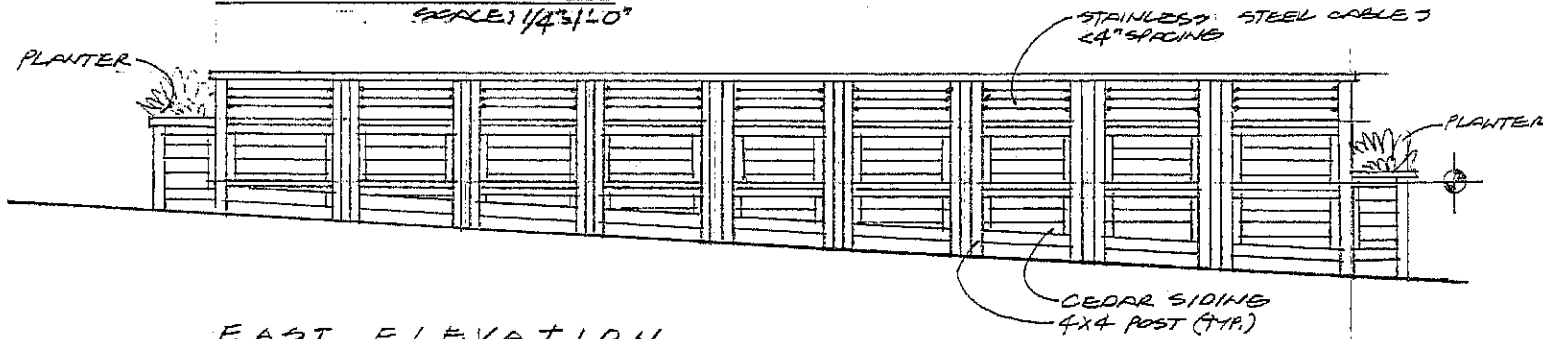




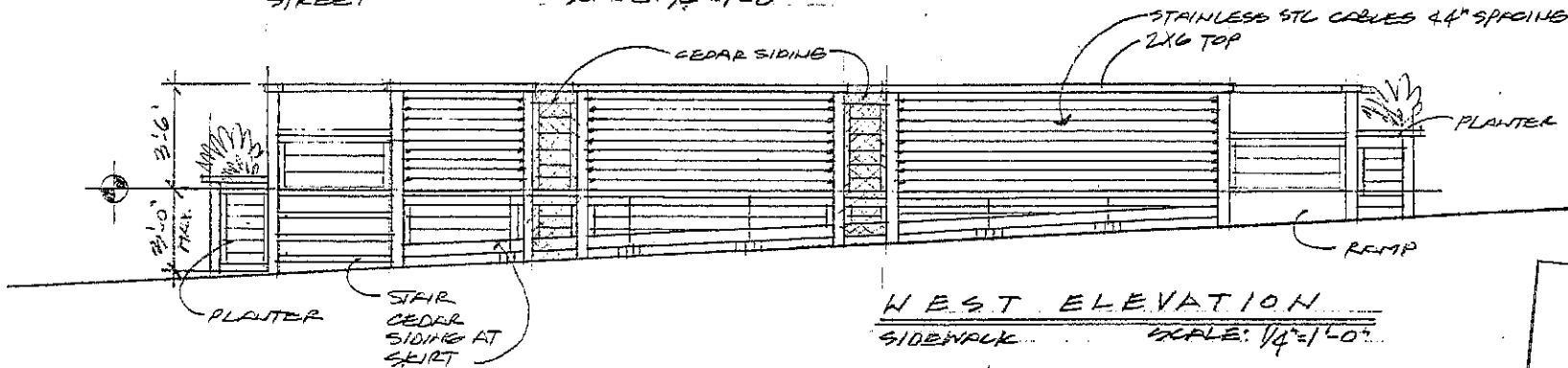
NORTH
SCALE: 1/4" = 1'-0"



SOUTH
SCALE: 1/4" = 1'-0"

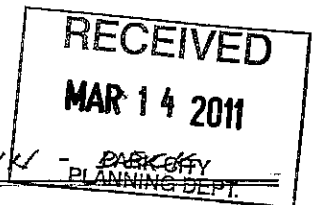


EAST ELEVATION
STREET SCALE: 1/4" = 1'-0"



WEST ELEVATION
SIDEWALK SCALE: 1/4" = 1'-0"

BANGKOK THAI ON MAIN - PARKING
3-11-11
PLANNING DEPT.



EATING ESTAB.
REVISED DECK
PLAN 4/4/11

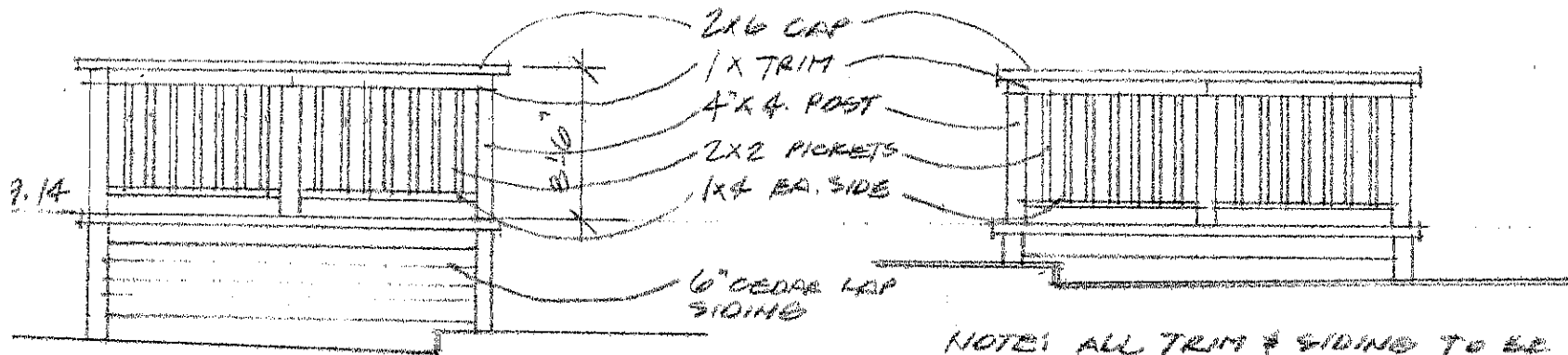
1570

APR 04 2011

EATING ESTABLISHMENT OUTDOOR DECK

3-28-60
1988

Specimen 1/2" x 1/4"



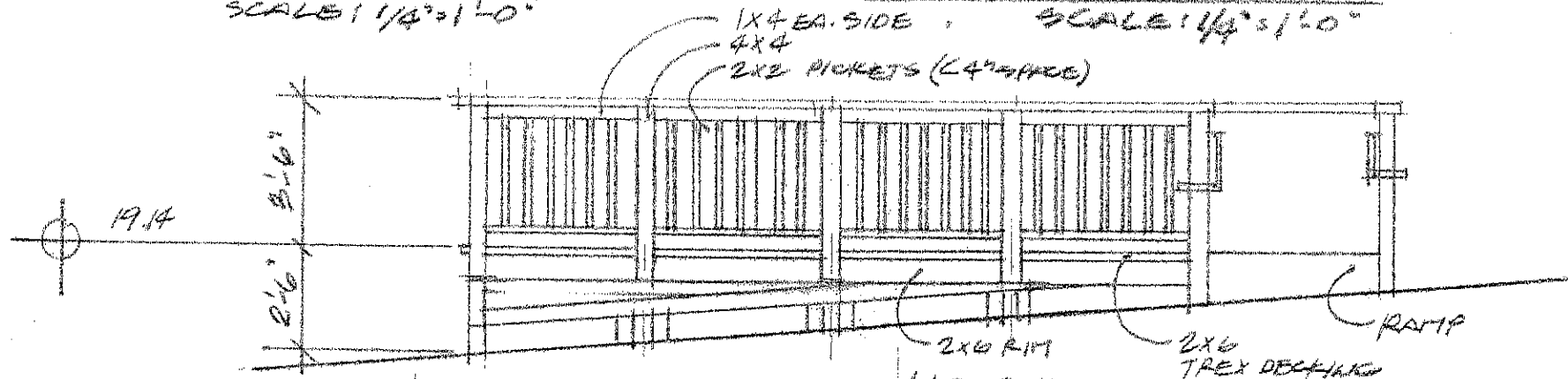
NOTE: ALL TRIM & SIDING TO BE CEDAR

NORTH

SCALE: 1/4" = 1'-0"

SOUTH

SCALE: 1/4" = 1'-0"

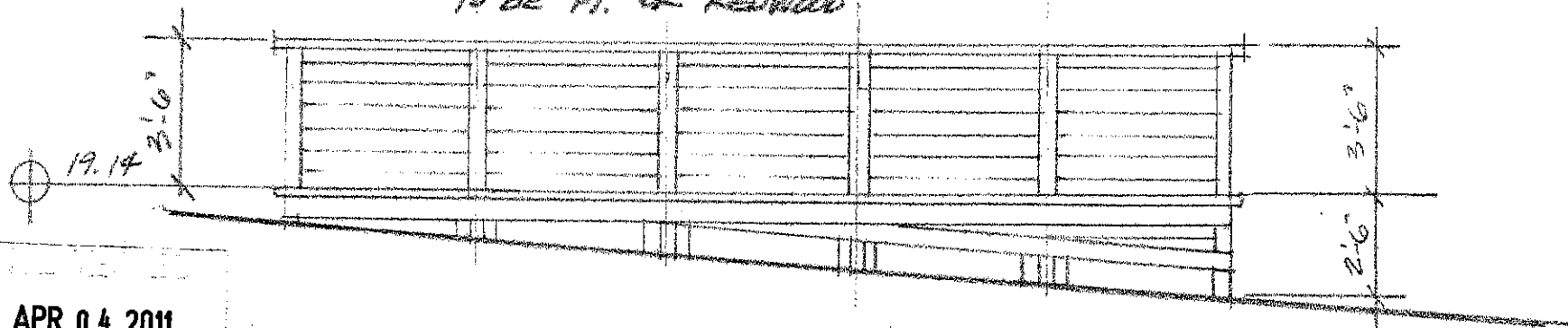


WEST

SIDEWALK

SCALE: 1/4" = 1'-0"

NOTE: ALL WOOD IN CONTACT
W/ PAVEMENT OR CONC.
TO BE PT. OR REDWOOD



EAST

MAIN ST.

SCALE: 1/4" = 1'-0"

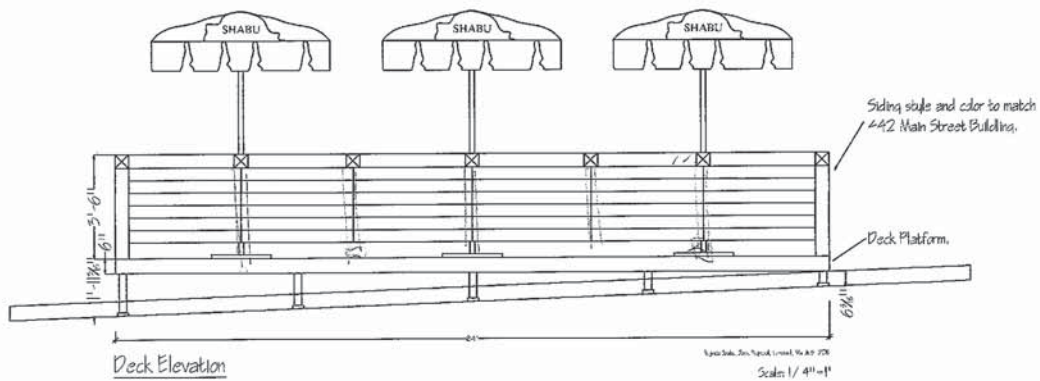
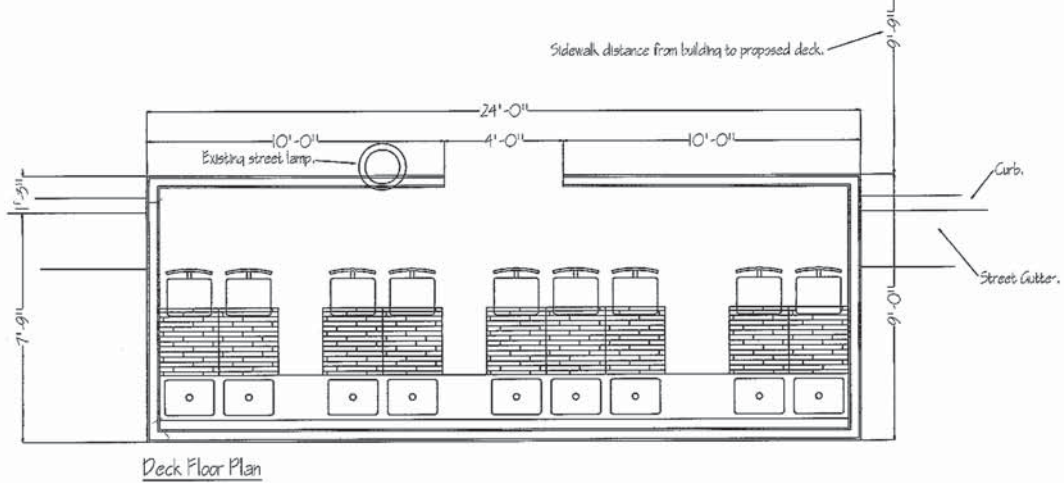
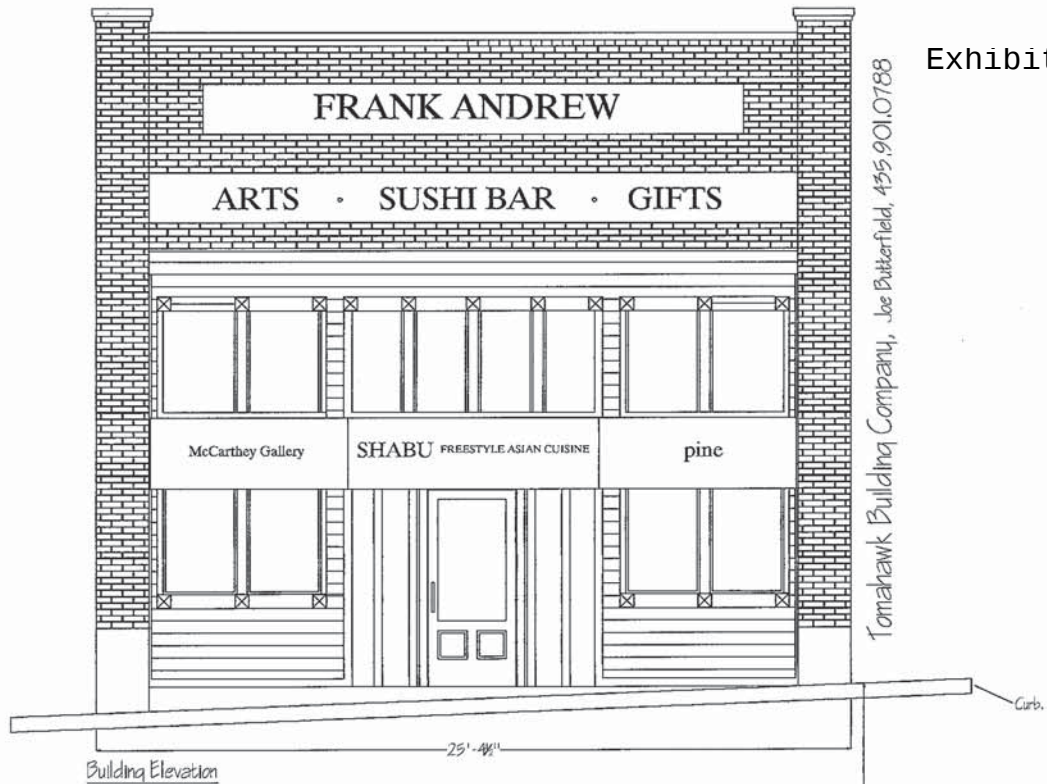
61

EATING ESTABLISHMENT OUTDOOR DECK

3.22.11

SCALE: 1/4" = 1'-0"

APR 04 2011



Deck Proposal:
 Shabu-442 Main Street, Park City, Utah
 Contact Information: Kevin & Robert Valaika
 Render: 435.640.6912, Date: 435.901.3297



**STREET DINING ON MAIN
OUTDOOR DINING LEASE**

This LEASE AGREEMENT is made and executed this 3 day of JUNE, 2010, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah ("Park City") and CISERO'S INC, located at 306 MAIN ST, Park City, Utah ("Tenant").

RECITALS

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities; and

WHEREAS, the City's goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the shoulder and summer seasons; and

WHEREAS, the City's goals include the preservation and enhancement of Park City's character regarding Old Town and the desire to strengthen the pedestrian experience along Main Street; and

WHEREAS, the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street; and

WHEREAS, the City's General Plan recommends utilizing street design techniques to encourage slower traffic speeds and a more intimate pedestrian-oriented scale; and

WHEREAS, the City's goals include maintaining and furthering the resort community's economic opportunities, as well as enhancing the economic viability of Park City's Main Street Business District;

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

TERMS & CONDITIONS OF LEASE

Based upon good and valuable mutual consideration, the Parties agree as follows:

1. **PROPERTY.** The property affected by this lease is generally described as the street area directly fronting Tenant's building located at 306 Main Street, and more specifically described in site plan Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises"). The length of the outdoor dining deck per restaurant may not exceed fifty (50) feet.

2. RENT. Annual rent is hereby waived in exchange for other indirect and intangible benefits provided to the City. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City additional business licensing fees, insurance, sales taxes and other expenses.
3. TERM. The term of this Agreement shall commence on May 1, 2010 and shall terminate on October 30, 2010. The term shall automatically renew each year for a total of three (3) years terminating on October 30, 2012 unless terminated earlier as provided herein. The Property may only be utilized for a six (6) month period commencing on May 1st and terminating on October 30th each year except for the period of the Arts Fest (the the first Friday, Saturday and Sunday of August). An annual review by the City Council, with input from the Planning Department will be conducted by April 1st of each year. City Council may terminate or change the terms of this lease at that time. Additional term restrictions are attached hereto and incorporated herein by this reference in Attachment 1 (Street Dining Operation Restrictions). This Agreement may be terminated by Park City upon a finding of non-compliance of this lease or the attached operational restrictions.

The use of the Property shall not conflict with any previously existing Master Festival License (MFL) recipients on Main Street, specifically the Arts Fest (Kimball Arts Center). The Kimball Arts Center has been leased exclusive use of Main Street during the first Friday, Saturday and Sunday of August. The Property must be vacated (i.e. removal of decks) no later than 10 a.m. MT of the first Thursday of August for the duration of Arts Fest (including set-up and breakdown) unless the Kimball Arts Center consents in writing to allow Tenant's use of the Property. If the outdoor dining structure is not removed as required, the Landlord will remove the structure at Tenant's cost.

4. USE OF PREMISES. Tenant may use the Premises only for outdoor dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. Additional operational restrictions are attached hereto and incorporated herein in Attachment 1. Park City makes no representations regarding the premises and Tenant accepts the premises "as is."
5. IMPROVEMENTS TO THE PREMISES. Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted.
6. SIGNS. No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.
7. INSURANCE. Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars (\$2,000,000) per combined single limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall

be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be non-contributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

8. **HOLD HARMLESS.** Tenant covenants and agrees to defend, indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, utility, the structure may be removed or damaged by response teams at the cost of the owner.

Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term or the Renewal Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

9. **ASSIGNABILITY.** Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.
10. **PROFESSIONAL PERFORMANCE.** Tenant agrees to perform services under this contract at the highest professional standards, and to the satisfaction of Park City.

11. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Utah.
12. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Tenant:

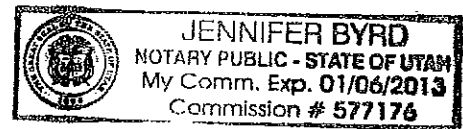
Cisero's Inc
By: [Signature] Stephen M C Comb
Its: President
6-3-2010
Date:

ACKNOWLEDGMENT

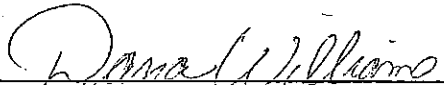
STATE OF UTAH)
COUNTY OF SUMMIT) ss.

On this 21st day of June, 2010, personally appeared before me Stephen McComb, who being duly sworn, did say that he is the Owner of Cisero's Inc., and acknowledged to me that the preceding Agreement was signed on behalf of Cisero's Inc., and he acknowledged that the company did execute the same for its stated purpose.

Jennifer Byrd
Notary Public



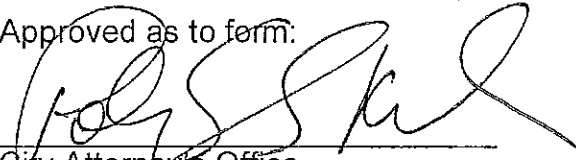
PARK CITY MUNICIPAL CORPORATION

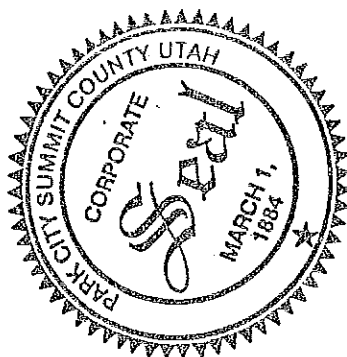

Dana Williams, Mayor

Attest:


Janet M. Scott, City Recorder

Approved as to form:


City Attorney's Office



Attachment 1

Street Dining Operation Restrictions

Street dining may be allowed by the Planning Department upon issuance of an Outdoor Dining Administrative Conditional Use Permit. Street dining is permitted from May 1st, and shall terminate on October 30th of each year. The Applicant must submit an application, pay an application fee, and provide all required materials and plans. Ongoing monitoring will be provided to ensure compliance with these parameters. The Administrative Conditional Use Permit or the Lease may be revoked for failure to comply with these restrictions.

Required Submittals:

- Dining Site Plan – This plan shall be to scale and indicate: the Applicant's building as it relates to the exact proximity of the street dining deck. The plan shall include accurate locations of proposed chairs, tables, umbrellas, planters, and any other existing public improvements (light fixtures, fire department connections, parking meters, etc.).
- Details/specifications sheets – Shall be submitted for each piece of equipment proposed with the street dining is application. This will include all tables, chairs, umbrellas, etc.

Design Standards:

1. Size. Street dining area shall be limited to the linear frontage a building has on Main Street and shall not exceed nine feet (9') in width. The encroachment of the proposed decks into street will not exceed seven feet, nine inches (7'-9") in width from the curb, as the encroachment of the proposed decks into the sidewalk will not exceed one foot three inches (1'-3"). With the written permission of the adjacent property owner submitted to the City, they may extend into the neighbor's street frontage. Forty-four inches (44") of clear sidewalk width shall be available at all times where the street dining deck is being constructed. No single outdoor dining deck shall not exceed fifty (50) in length.
2. Material. Street dining decks may be built of wood platforms and shall have a solid base. The design of the base shall complement the style of the building. The railing shall be painted solid to also complement the building.
3. Advertising. Additional signing or advertising is prohibited beyond what is allowed by the Park City Sign Code.
4. Furniture. All tables and chairs shall be metal, wood, or other comparable material. Plastic furniture shall not be allowed. All furniture must be approved by the Planning Director.

5. Umbrellas. Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas shall be affixed permanently to the deck as required by the International Building Code requirements (including fire standards) and shall not create any public hazard.
6. Lighting. No additional electric lighting is permitted, including exterior building lighting.
7. Planters. Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application, and shall not create any public hazard or unnecessary clutter. All plant material must be maintained in a manner that ensures their viability throughout the summer outdoor dining season.
8. Licensing. The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Control. It is the responsibility of the Applicant to ensure that all licenses are properly obtained and adhered to.
9. Use. The terms and scheduling of the use of the outdoor dining decks must not conflict with any previously existing Master Festival License (MFL) recipients on Main Street, specifically the Arts Fest (Kimball Arts Center). The Kimball Arts Center must be consulted with if the outdoor dining decks are to remain during their event. If no agreement is reached with the Kimball Arts Center, the outdoor dining structure must be removed in full for the duration (including set-up and breakdown) of the MFL event. If the outdoor dining structure is not removed as required, PCMC will remove the structure at cost to compensate for the employees and equipment needed to complete the task.
10. Health & safety. The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.
11. Music. The use of outdoor speakers and music is prohibited.
12. Maintenance. The dining area shall be clean and maintained in a neat and orderly fashion.
13. Storage. All equipment and other associated materials must be removed and stored on private property during prohibited times (off season). No material associated with the outdoor dining decks may be stored outdoors on-site during the off-season.
14. Drainage. Design of the deck and its skirting shall not interfere with the existing street drainage. Deck plans shall be reviewed by the City for drainage and may be modified so as to not interfere with the existing drainage patterns of the street.

15. Utilities. Access to utilities shall not be hindered by the structures. No new utility lines shall be installed as a result of the proposed outdoor dining.

City Council Staff Report



Subject: Park City Kimball Arts Festival
2011 Supplemental Plan
Author: Max Paap – Events Coordinator
Department: Sustainability
Date: April 28, 2011
Type of Item: Administrative- Master Festival License

Summary Recommendations:

Review the 2011 Supplemental Plans to the Master Festival License, conduct a public hearing, and approve the plan for the 2011 Park City Kimball Arts Festival.

Background:

In June of 2007, Park City Municipal Corporation and the Kimball Arts Center entered into a long term agreement to hold the annual Park City Kimball Arts Festival for the 2007 through 2011 seasons with an option to renew for an additional five (5) years. The dates of the festival shall be the first Friday, Saturday, and Sunday of August.

Section 1.2 of the Agreement refers to annual review of the Supplemental Plans, which details the implementation and operational plans with respect to those functions of the Use Areas that may change with each annual Festival. The Supplemental Plans and any annual modifications are a material part of the Agreement. Generally, Supplemental Plans for future Festivals will follow Supplemental Plans for the previous Festival unless changes that are mutually acceptable to the Parties will promote the efficient and successful operation of the Festival. Failure of the Parties to agree on changes to newly proposed Supplemental Plans will result in use of the immediately prior year's Supplemental Plans.

On April 6, 2011 representatives from the Kimball and City Staff met to discuss any proposed substantial changes to the 2011 Festival. These changes include:

- Festival Hours
- Restaurant Decks
- Transit at 9th and Main St.
- Friday Night- Free Locals

These changes are outlined in greater detail in Exhibit (A)- 2011 Park City Kimball Arts Festival Supplemental Master Festival License Request.

City Staff continues to an ongoing commitment to working as partners with the Kimball and jointly address issues critical to the success of the Festival. The balancing of this collaboration with the City's primary health, safety and welfare

responsibilities is vital to the ongoing relationship between Park City and the Kimball and critical to the ongoing success of the Festival in Park City.

City and Kimball Staffs have met on numerous occasions to work on both short term fixes and longer-term goals and strategic planning. Both parties believe these meetings are effective in both fine tuning specific issues while also providing a better high level framework for future success. At minimum the efforts continue to enable a better and more effective working relationship.

Analysis:

Kimball, in partnership with Sustainability Economy & PCMC event staff continues to focus on improving the Festival attendee experience overall by making processes easier and the event more accessible. PCMC Staff and Kimball agree to work together to meet with and work to address HPCA concerns to facilitate a successful and safe festival. Additionally, Kimball and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau to solicit business support and minimize adverse impacts to the community.

At the April 2011 HPCA Board of Director's meeting the proposed changes to the 2011 Park City Kimball Arts Festival were presented with no dissenting comments.

Council should specifically consider approval of the changes to the 2011 Festival Supplemental Plan as attached in Exhibit (A), which include the following major changes (*staff analysis in italics*):

- Festival Hours – At the request of HPCA, Kimball will be extending the opening hour on Friday from 6:00 pm to 5:00 pm for all vendors and programming. *During the 2010 Festival all activities began at 6:00 pm. Staff recommends the same load-in operation that has been implemented for the previous three Festivals; staging at Deer Valley and loading the street by zone. Staff is confident that moving up the opening night one hour is an attainable goal for 2011.*
- Restaurant Decks - Kimball has indicated that the Festival can operate with the eight proposed dining decks on Main Street. *Kimball has met with HPCA and PCMC Staff to integrate a lay-out that accounts for placement of the dining decks during the 2011 Festival. To accommodate the footprint of the decks Kimball will program the Brew Pub lot with entertainment, eliminate four food concessionaires, and activate areas that had previously not been programmed:*
 - 7th Street
 - Heber Avenue
 - Lower Main Street; North of the pedestrian bridge to 9th

It should be noted that the Brew Pub Lot will again become the 'Main Stage' for entertainment which has not been done since the 2008 Festival. PCMC Engineering, Building, Planning, and Special Events have met on-site to go over any operational challenges that may arise from the introduction of the proposed eight dining decks.

Staff recommends that upon the conclusion of the 2011 Festival, PCMC and KAC debrief on any implications of the addition of more than the eight proposed dining decks for the 2011 summer season.

- Transit at 9th and Main St. - Kimball requests a Transit stop at 9th and Main with both drop-off and pick-up capabilities. *Due to reconfiguration to account for the eight dining decks, newly activated areas of the event venue will include areas in the Lower Main Street area. Ninth and Main have previously served as a drop-off point for busses coming from PCMR with limited success. There has been a bit of confusion to some guests in that it is strictly a drop-off location, and not a pick-up location for the guest to get back to their parked vehicle. PCMC Operations will create signage that will indicate that the 9th and Main location is both a pick-up and drop-off location. Operations will also produce way-finding signage that will make 9th (Between Deer Valley Dr. & Park Ave) a "bus only" thoroughfare. This operation was successful in the 2010 Tour of Utah event. This mitigation plan will assure that pedestrian traffic will have adequate access to the newly activated areas on Lower Main.*
- Friday Night- Free Locals - KAC will again offer "Free Locals Night" on the first Friday night of the 2011 Festival and locals will need to provide some identification. *KAC has indicated that 'Locals' will be defined as all Summit County residents and second home owners. This expanded definition of a 'local' was decided upon by KAC's Board of Directors as the KAC benefits greatly from the Park City and Summit County communities. KAC conducted a survey in 2010 that indicated that of the 10,000 visitors to the 2010 Festival on Friday night 71% were non-Park City residents. Ticket prices for Park City visitors that are sold on Friday night for \$10 for adults, \$5 for children 6-18, and free for children under 5 will enable visitors to return to the Festival for the entire weekend. KAC has agreed to place more volunteers and KAC staff, and Board Members at established entrance gates to help direct the flow of pedestrians.*

Department Review:

Sustainability, Transit, Police, Parking, Streets, Building, and Legal departments have reviewed the Kimball Arts Festival 2011 Supplemental Plans Update and their comments have been incorporated into the report.

Alternatives:

A. Approve:

Approve the Supplemental Plans for 2011 Park City Kimball Arts Festival based on the findings of fact, conclusions of law and conditions of approval at the end of this report. This is staff's recommendation.

B. Deny:

Direct Staff to provide more information regarding the 2011 Supplemental Plans.

C. Modify:

Direct Staff to modify the condition of the Supplemental Plans to the 2011 Park City Kimball Arts Festival.

D. Continue:

Staff may return at a future date with additional information requested by Council.

Significant Impacts:

Staffing and material resources for the PCMC services should be covered by the current MOU and City Services agreement. Transit and Event staffing may need to be increased and financial impacts would need to be addressed by Park City Municipal and Kimball Arts Center per the terms of the agreement.

Consequences of not taking the recommended action:

The 2011 Park City Kimball Arts Festival Supplemental Plans would not be allowed to be pursued. Kimball would proceed under the existing MOU and City Services Agreement.

Recommendations:

Review the 2011 Supplemental Plans to the Master Festival License, conduct a public hearing, and approve the plan for the 2011 Park City Arts Festival.

Attachments

Exhibit A - 2011 Park City Arts Festival Supplemental Master Festival License Request.

The 2011 Park City Kimball Arts Festival Supplemental Plan approval by the City Council of Park City, Utah is based on the following:

FINDINGS OF FACT.

1. Section 1.2 of the Kimball Arts Center City Services Agreement identifies implementation and operations of the Festival to be the same as the previous year, unless the Supplemental Plan is specifically amended.
2. The 2011 Festival Supplemental plan will be amended to:
 - a. Festival Hours
 - b. Restaurant Decks
 - c. Transit- 9th and Main St.
 - d. Friday Night- Free Locals
3. These modifications are consistent with the Agreement.

CONCLUSIONS OF LAW.

1. As conditioned the Supplemental plan is consistent with Section 1.2 of the Long term City services Agreement with the Kimball Arts Center.
2. Findings are consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

CONDITIONS OF APPROVAL.

1. A final programming and operational plan for the Park City Kimball Arts Festival, is to be submitted and approved by July 15, 2011 to address all aspects of the operation and programming of the Festival.



Date: April 8, 2011

To: Jonathan Weidenhamer, Park City Municipal

From: Robin Marrouche

Re: 2011 Park City Kimball Arts Festival Supplemental Master Festival License Request

Festival Hours

To address HPCA request of extending our hours, KAC is going to open the Park City Kimball Arts Festival by 5:00 pm on Friday with all programming. This is a huge push for KAC to load the entire street within the time allotted and open to the public. KAC will also maintain the extended hours on Saturday and Sunday requested by HPCA last year. Festival hours will be Friday 5:00 pm – 9:00 pm; Saturday 9:00 am – 7:00 pm and Sunday 9:00 am – 6:00 pm.

Restaurant Decks:

To work with the restaurants building summer dining decks and to accommodate the HPCA request of allowing fewer outside food vendors, Kimball Art Center will re-arrange the Festival layout to allow all 9 deck applicant restaurants to operate during the 42nd Annual Park City Kimball Arts Festival. This accommodate without re-figuring the entire festival displaces 55 booths of the 260 possible with a potential revenue loss of \$28,650 to the Kimball Art Center.

To minimize restaurant deck impact, KAC is activating areas of the street that have not been in the past and might be a large disadvantage for our exhibiting artists such as upper and lower Main Street, Seventh Street and Heber Avenues. In addition, the Main Stage will be moved back to the Wasatch Brew Pub where it was removed due to a lack of attendance in this location two years ago. To salvage more artists' booths, KAC will be eliminating four food concessionaires resulting in a concession revenue loss of \$4,800. Even with these adjustments KAC will have a net loss of 11 of booths and \$6,875.00 in exhibitor revenue.

KAC requests that upon conclusion of the 2011 Arts Festival that Park City Municipal and KAC debrief on the restaurant deck implications and the result of the reconfiguration of the Arts Festival. Currently, after the design of the 2011 Festival, KAC recommends, moving forward, that Park City limit the number restaurants decks to a maximum of 9. If all 12 allowable restaurant decks were approved this year, the Festival would not have been able to accommodate them. The nine decks for 2011 are pushing the Festival to a logistical breaking point.

Transit – 9th Street

KAC requests a transit stop at 9th street with the ability to drop off and pick up. Previously, 9th Street has been used as a dropped off point for PCMR buses without the capability of pick-up at the same location. This request is being made to help assure pedestrian traffic to the newly activated areas under the restaurant deck reconfiguration. By picking up and dropping off at 9th, attendees will have to pass the Arts Festival exhibitors' booths relocated to lower Main Street at least twice during the day directly improving the potential for purchases.



Friday Night – Free Locals

KAC will again offer “Free Locals Friday Night” with locals being defined at all Summit County residents and second home owners. This expansion of the definition of local was decided by the KAC’s Board of Directors as the KAC benefits greatly from Park City and the Summit County communities. For non-locals, in 2011, KAC intends to charge an admittance fee.

In 2010, based on HPCA request, KAC didn’t charge non-locals. On HPCA’s recommendation KAC purchased and distributed 14 KAC branded donation boxes manned by volunteers to tell our story. The result was that donations barely covered the cost of buying the donation boxes even though Lighthouse Research estimated over 10,000 people at the Festival Friday evening with 71% of the attendees being non-Park City residents.

As the secret of the historic “Free Friday night” has become widely circulated by media outlets in Salt Lake City, non-Parkites are capitalizing on this opportunity. This usurious action harms the Kimball Art Center as the Arts Festival is our largest annual fundraiser. All Festival proceeds enable the KAC to provide free year-round exhibitions, art talks and community outreach to schools, teachers, students and other nonprofit organizations.

Additionally, since the “secret” of Friday night is known in the press, KAC and our local collaborative partners such as Park City Performing Arts Foundation, Utah Symphony and Canyons will be cross-promoting weekend activities to attract out-of-state/area visitors to come and stay. KAC will be messaging Friday night’s opening in its \$250K plus media trade/buy campaign.

Ticket prices for Park City visitors will be \$10 for adults, \$5 for children 6-18 and free for children 5 and under. Tickets sold on Friday, the Opening Night, provide first access to the best art selection and enable visitors to return to the festival for the entire weekend encouraging them to come and stay. Festival ticket revenue directly offsets the Festival’s \$250,000 plus budget and helps assure KAC’s continuous full-year operation.

KAC will message the new Friday night scenario in all Festival marketing materials starting in May to alleviate any confusion between local/non-local attendees. Two entry lines will be erected, local/non-local, for each operational gate on Friday night for smooth, quick processing. Locals will be asked to show ID, a rental release or utility bill to prove residence. KAC will also place more volunteers and KAC staff and Board Members at entrance gates to help direct the flow of pedestrians.



April 21, 2011

Jonathan Weidenhamer
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

RE: Park City Arts Festival – 2011 Operation Plan

Dear Jon:

The Historic Park City Alliance (HPCA) recently met with the Kimball Art Center regarding their operations plan for the 2011 Park City Kimball Arts Festival. The meeting was a following up to previous discussions that regarding operations from the 2010 festival.

The Kimball's current operations plan successfully addresses many of our concerns, including the location of the main stage, earlier opening on Friday night, and retaining the later closure on Saturday. The Kimball has also addressed the addition of outdoor dining decks and developed an option so that restaurants may keep the decks during the festival and become a food vendor. The addition of restaurants on the street as food vendors is allowing the Kimball to supplement and replace food vendors previously contracted by the Kimball.

The HPCA was pleased that the Kimball has expanded the definition of "local" with regards to Friday night to include Summit County and 2nd homeowners. While the HPCA has lingering apprehension regarding the management of the free locals night, the Kimball has assured us they will place significant time and resources into the management of the entry gate.

We sincerely thank the Kimball for addressing nearly all of our requests within their 2011 operations plans. The HPCA sees the Kimball Art Center is a valued member of our District and the type of exhibitions and education they bring to the community is truly appreciated.

Best regards,

A handwritten signature in black ink, appearing to read "Alison Butz", written in a cursive style.

Alison Butz
Executive Director



City Council Staff Report

Subject: For Hire Vehicle Licensing
Author: Shelley Hatch, Finance Analyst
Sayre Brennan, Transportation Analyst
Department: Finance Department
Date: April 28, 2011
Type of Item: Legislative

Summary Recommendations:

City Council should review this report and the attached amended For-Hire Vehicle licensing ordinance, hold a public hearing and consider adopting the amended ordinance.

Topic/Description:

Park City Municipal Code, Title, 4, Chapter 15, For-Hire Vehicle Licensing. Age limit on For Hire Vehicles.

Background:

On September 30, 2010, staff went to Council with a recommendation to issue a request for Proposal (RFP) to conduct a For-Hire transportation study. Council did not support Staff's recommendation (to conduct a For-Hire transportation study) and directed Staff to return with ordinance amendments.

On November 18, 2010 staff returned to City council with ordinance amendments that addressed the following seven items:

1. Council supports a "free market" approach to regulating For-Hire fares or the number of For-Hire licenses the City issues (no franchise, fare limits or other market based controls).
2. An age limit of 10 years should be placed on For-Hire vehicles.
3. Licensed firms should be required to have a "drug free workplace" policy.
4. Operators should be subjected to background check.
5. Fines should be increased for failure to post fares.
6. Educational efforts should be enhanced.
7. Review whether a 90 day period is needed to process a For-Hire business license application.

After a lengthy discussion Council directed Staff to return to a future meeting with more information. Staff returned on February 17, 2011, with ordinance amendments that addressed the following items requested by Council:

1. Ordinance Language that contained a statement of Council's preferred "free market" to regulating the For-Hire industry.
2. Exceptions to the 10 year vehicle age limit for ADA accessible and specialty vehicles.
3. Background Checks for all For-Hire vehicle operators.

4. Requirement for all For-Hire firms to adopt a drug free workplace policy.
5. Ensure the City has the ability to hold For-Hire firms accountable for the actions and behaviors of its operators (enforcement of code).
6. Request that Council consider adopting an ordinance allowing the operation of “Street legal” ATV’s on City Streets. The intent to use an ATV’s for For-Hire Vehicle. To allow Mr. Moss and others to license “Street Legal” ATV’ as For-Hire vehicles.

All Council members agreed to move and approve the free market approach, drug free workplace, background checks and hold For-Hire firms accountable for their actions and behaviors of its operators. Council also supported a 10 year vehicle age limit, with a 15 year age limit for ADA accessible and specialty vehicles, and for staff to come back with further specific categories including hybrids, compressed natural gas (CNGs) and alternative fuel cars. The intent to use a “Street Legal” ATV’s as For-Hire vehicles was not supported through a majority ruling from Council. Council member Alex Butwinski also supported a higher standard of inspection. Council adopted the ordinance as drafted, including the 10 year age limit, beginning date October 1, 2011, and with direction to staff to return with further amendments prior to October 1, 2011 addressing exceptions on hybrids and CNG’s and inspections.

Analysis:

1. Vehicle Age Limit

Council approved the 10 year age limit on the For-Hire vehicles, but indicated support for the 15 year age limit exceptions for any vehicle which meets the ADA accessibility requirements, and any Utah State licensed vintage and specialty vehicles should be exempt from an age limit. Council also asked Staff to come back with specific language on vehicle age limit to include hybrids, CNGs and alternative fuel cars.

Currently, the Utah Division of Motor Vehicles (UDMV) has defined and categorized hybrids, compressed natural gas CNGs and alternative fuel cars as “clean fuel vehicles”. The UDMV grants C-Plates to qualifying “clean fuel” vehicles. The C-Plate is a special group license plate and allows for single occupant vehicles (SOVs) to use the Express/HOV lanes for free. The UDMV specifies that “clean fuel” vehicles meet Federal Law classifications for “clean fuel” These classifications are:

1. Inherently Low Emission Vehicles (ILEV):

These are vehicles that run exclusively on a clean alternate fuel (i.e., natural gas), and the vehicle is officially labeled as an ILEV. The vehicle must meet specific Federal EPA requirements (i.e., year and emissions).

2. Low emission and Energy Efficient Vehicles:

These are hybrid vehicles that run on only fuel plus batteries and are considered to be both low emissions and energy efficient. The vehicle must meet specific Federal EPA requirements (i.e., year and emissions).

*The EPA has defined ILEV and hybrid vehicles through Federal regulation. Therefore, not all ILEV or hybrid vehicles will meet the EPA definition of low emission and energy efficient.

The U.S. Environmental Protection Agency (EPA) has defined ILEV and hybrid vehicles through federal regulations. Under those regulations, not all ILEV or hybrid vehicles meet the EPA definition of low emission and energy efficient. The EPA drafted a list of vehicles listed by make and model, which meet the federal definition of low emission and energy efficient. Only those vehicles that meet the Federal definition for a low emission/energy efficient vehicle will be allowed to have a C-Plate. In most instances, vehicles older than the 2004 model year do not meet the required Tier 2 Bin % emissions standards.

Owners of a qualifying ILEV or hybrid vehicle that wish to obtain a C-Plate must first obtain a C-Plate Permit from UDOT. The vehicle owner must complete an application issued by UDOT that contains the vehicle owner's information and the vehicle information. If more applications for C-Plate Permits are received than the total number of available permits at any one time, permits will be issued to randomly chosen applicants. Vehicle owners that have received a C-Plate permit from UDOT will take the permit to the Division of Motor Vehicles to obtain a C-Plate. There is no cost to obtain a permit. These permits are available online or an application can be picked up in person at the Utah Department of Transportation.

In order to streamline the application process and provide for administrative ease, Staff recommends that Council adopt the established Utah State standards, which would simplify a complex limitation for Hybrids, CNGs and alternative fuel vehicles.

Staff feels that a 10 year limit would be workable for all For-Hire Vehicles with the following exceptions:

Staff supports the 15 year age limit for the following vehicles:

- ADA accessible Vehicles equipped with compliant ramp or lift.
- Hybrids, CNGs and alternative fuel cars with approved C-Plate.

Staff supports no age limit on:

- Vintage and specialty Vehicles with approved "special Interest Vehicle" license plate.

2. Inspection of Vehicles.

Council also asked staff to look at requiring a higher standard of inspection for the physical condition of all vehicles. However, Staff does not recommend this extra inspection as it can create a confrontational situation and can seem subjective and arbitrary. For example, would a small dent or a ding meet the inspection requirements? Such inspection will also be time intensive. For these reasons, staff recommends using an age limit and the mechanical inspection to insure well maintained vehicles.

Department Review:

City Manager, Finance, Legal, Police, Sustainability, Public Works, Building. All comments received have been included or addressed in the report.

Alternatives:**A. Approve:**

City Council should review this report and hold a public hearing and adopt the amended ordinance (**Exhibit A**).

B. Deny Staff Recommendation:

Council could deny Staff's request. Denying this request would not resolve the age limit for the specialized alternative fuel and hybrid vehicles.

C. Modify:

Council could direct Staff to modify or add amendments to the current ordinance. Any significant changes to the ordinance would require staff to return at a future Council meeting with an amended ordinance incorporating Council directed changes.

D. Continue the Item:

Council could ask for this ordinance change to be continued, but continuing the age limit for alternative fuel vehicles will not be resolved. This is not a recommendation of the Staff.

E. Do Nothing:

Council could do nothing on this request. Staff does not recommend this alternative. The age limits for the specialized alternative fuel and hybrid vehicles will not be resolved.

Recommendation:

City Council should review this report and the attached amended For-Hire Vehicle licensing ordinance, hold a public hearing and consider adopting the amended ordinance.

Exhibit A

CHAPTER 15 - FOR-HIRE VEHICLE LICENSING..... 4-107
4-15-7. VEHICLE AGE REQUIREMENTS

(A) All For-Hire vehicles except those noted in this section shall be no more than ten (10) model years in age from year of business license.

(B) Any vehicle which meets the American with Disabilities Act (ADA) accessibility requirements set forth in 36 CFR Part 1192 shall be no more than fifteen (15) model years in age from the year of business license.

(C) Any vehicle licensed with a current State of Utah “C-Plate” as defined at Utah State Code 41-1a-102(57) shall be no more than fifteen (15) model years in age from the year of business license.

(D) Any vehicle licensed with a current State of Utah “Special Interest Plate” as defined at Utah State Code 41-1a-102(57) shall be exempt from this section.

Ordinance No. 11-

AN ORDINANCE AMENDING TITLE 4, CHAPTER 15 OF THE MUNICIPAL CODE OF PARK CITY, UTAH TO INCREASE THE VEHICLE AGE LIMIT REQUIREMENT TO FIFTEEN YEARS FOR CLEAN FUEL VEHICLES FOR-HIRE VEHICLE LICENSING

WHEREAS, the use of newer model For-Hire vehicles and an extended age limit on hybrids, and alternative fuel vehicles will encourage the reduction of greenhouse gas emission in Park City and reduce the community's carbon footprint, and help with the financial burden on the For-Hire business.

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

SECTION 1. FINDINGS. The above-recitals are hereby incorporated herein as findings.

SECTION 2. AMENDMENT. Title 4, Chapter 15, of the Municipal Code is amended to read as follows:

4-15-7. VEHICLE AGE REQUIREMENTS

(A) All For-Hire vehicles except those noted in this section shall be no more than ten (10) model years in age from year of business license.

(B) Any vehicle which meets the ADA accessibility requirements set forth in 36 CFR Part 1192 shall be no more than fifteen (15) model years in age from the year of business license.

(C) Any vehicle licensed with a current State of Utah "C-Plate" as defined at Utah State Code 41-1a-102(57) shall be no more than fifteen (15) model years in age from the year of business license.

(D) Any vehicle licensed with a current State of Utah "Special Interest Plate" as defined at Utah State Code 41-1a-102(57) shall be exempt from this section.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect on October 1, 2011.

PASSED AND ADOPTED this 28th day of April, 2011.

PARK CITY MUNICIPAL CORPORATION

City Council Staff Report



Author: Jonathan Weidenhamer
Subject: Treasure Hill - Letter of Intent between Park City and the Sweeney Family (MPE, INC.)
Date: April 28, 2011
Type of Item: Administrative

Summary Recommendations

Authorize the City Manager to extend the existing Letter of Intent (LOI) with MPE, Inc. (Sweeney Family and partner Park City II. LLC).

Background

On April 22, 2010, the City Council elected to appoint a hearing appeal panel as the appeal body for the pending Treasure Hill CUP application. This enabled the Council to explore other roles beyond the traditional regulatory/appeal role, including consideration and negotiation of sale and the purchase and/or transfer of density rights.

On September 30, 2010 Park City (PCMC) and MPE Inc. entered into an LOI (Exhibit A) with the following three premises:

1. Consider various options, not limited to, bond, transfer and/or sale to move approximately 50% of the density off of Treasure Hill;
2. Pursue a second parallel track of a complete buyout or transfer of 100% of the density;
3. Participate in a redesign process with the goals of creating a project compatible with old town that addresses the impacts of development including height, visual mass and scale, traffic, excavation, etc.

On April 21, 2011, an update on the progress to date was given and included a public discussion on the negotiations to date:

The parties have had intermittent meetings since entering into the LOI. The tone of the discussions has been cooperative to date. Some of the items have been data and research driven, while other topics have been more negotiation based. The following are areas discussions have been focused:

- Value
- Two Alternatives in LOI
 - o Complete Buyout or Density Transfer
 - o Removal of approximately 50 percent density option
- Community Vision Filter – finding balance between economic, community, and environmental goals
- Redesign Process & Options (for ½ density)
- Efficiencies of Hotel Development (net vs. gross sf)

- MPD Limitations & challenges
- Regulatory Process
- Current agreements between Sweeney Family & PMCR
- Transfer of Density Rights (TDR)
- Methodology to remove density
- Potential Receiving Zones
 - o Main Street
 - o Bonanza Park
 - o Expanded base area adjacent to PCMR

Analysis

The LOI defines a series of deliverables (Exhibit A). To date the parties have completed the following:

1. Identification of preliminary/concept changes to major parameters that could affect capital and developmental costs.
Phases I & II of the redesign, consistent with goals identified in the LOI. Three preliminary redesign concepts for ½ the Treasure density are included (Exhibit C) and compared to the pending Planning application. Much more detail and analysis will be provided at a public open house, anticipated in the third week of May. The redesign concepts are based on the goals identified in the LOI

To date the parties have not completed the following:

1. Identified a preferred density alternative (zero vs. ½);
2. Agreed on a value of the density for either option;
3. Determined the threshold or amount of density (cost) the community would be willing to purchase;
4. Identified a maximum gross square footage and construction limits of disturbance, but likely not exhausted all potential major parameters that affect the capital and development costs;
5. Phases III & IV of the redesign.

Transferring some or all of the density from Treasure Hill has been a topic of discussion. City Council recently enacted a Transfer of Density (TDR) ordinance that would allow this. There has been discussion about density being transferred to the Bonanza Park area. On April, 21, 2011 Council provided preliminary feedback that they are supportive of additional feasibility analysis of a possible receiving zone at the base area of PCMR.

Private parties are holding all discussions, and all feasibility costs will be borne by private parties. Notwithstanding, the parties may request the City to participate, as they did in the current LOI with the redesign. Any consideration of a new receiving area (amendments to the TDR ordinance) would have to be vetted through a public hearing process at the Planning Commission and City Council.

Next Steps

Staff recommends City Council consider the following next steps that are reflected in the amended LOI (Exhibit A):

1. Extend LOI through June 30, 2011
2. Complete value/cost discussions between parties
3. The parties co-host an open house on June 7, 2011, with the following goals:
 - a. Update the community with specifics of the redesign options;
 - b. Create early opportunities for public input on a new receiving zone adjacent to PMCR;
 - c. Informally gage threshold for purchase of ½ or all of the Treasure density by discussing values
 - d. Better articulate the Tram Agreements between MPE and PCMR.
4. Based on progress on #'s 2 & 3, consider administratively extending LOI through end of November to allow, if necessary:
 - a. A bond on the November ballot to potentially purchase development rights that are not transferred or developed on site.
 - b. Further refinement of LOI terms & deliverables; including in particular identification of a preferred density alternative.

Department Review

This report was reviewed by Sustainability, Executive and Legal Departments.

Alternatives:

Approve the Request: Direct the City Manager to enter into the LOI with MPE, Inc.

This is Staff's recommendation.

Deny the Request: Council may deny the request. The terms of the LOI will have to be renegotiated any may affect the timeline.

Continue the Item: Council may request additional information which may affect the timeline.

Modify the Request: Council may modify the request. This will have the same impact as denying the request.

Significant Impacts

The LOI represents alternatives to the pending Treasure Hill CUP application. While many details would still need to be addressed, the alternatives identified may have significant resulting impacts including but not limited to: taxes from open space bonds, density transfer, the ongoing connection of Main Street to Park City Mountain Resort, the City's tax base, and hot beds in the downtown. Alternatively, development on Treasure Hill may have impacts related to views, construction, traffic, and the fabric of Old Town.

Consequences of not taking the recommended action:

The parties would have to renegotiate terms of the LOI. This may put more pressure on the Sweeney's to pursue their pending CUP application.

Recommendation

Authorize the City Manager to extend the existing Letter of Intent (LOI) with MPE, Inc. (Sweeney Family and partner Park City II. LLC).

Exhibits

Exhibit A – Draft LOI

**Letter of Intent between Park City Municipal Corporation (“Park City”) and MPE, Inc,
 (“MPE”) the (“Parties”)**

April 28, 2011

Deleted: September 30, 2010

Purpose

Per the ongoing MPE and City Council discussions throughout June – September 2010 the Parties intend to focus on negotiating possible modifications to the Hillside Portion of the Sweeney Properties Master Planned Development (“MPD”) and revise the Conditional Use Permit (“CUP”). Prior to submittal of formal modifications to the current MPD and pending CUP revision for Planning Commission review, the Parties believe the framework for additional terms should be agreed to. The purpose and goal of this Letter of Intent (“LOI”) is to use a combination of various financing options, but not limited to, bond, transfer and/or sale to move density off of Treasure Hill approximately 50% of the Treasure Hill unit equivalents and development rights granted in the 1986 Sweeney Properties MPD (including unit equivalent density); while keeping the remaining resort and residential related density, infrastructure and tax base in a lower height/spread out, compatibly redesigned hotel/facilities and associated whole ownership residential with ski and pedestrian connections to PCMR and Main Street. Park City and MPE agree in concept to the following terms contingent upon further discussion and finalization. These concepts and ideas are not binding on the Parties, however they do set the direction and intent of a redesign of the hotel/facilities and associated whole ownership residential, ski-to ski-from configuration and any transaction that might take place, including a complete buyout of the remaining Hillside Portion of the Sweeney Properties MPD between the Parties:

General Terms

1. LOI expires June 30, 2011, consistent with the MPE suspension of the current Planning Commission review of their pending CUP application. The LOI may be extended through written agreement of both parties through November 30, 2011. At minimum an informational update will be provided at a City Council meeting prior to extension beyond June 30, 2011.
2. Park City acknowledges that MPE also represents the landowners, Sweeney Land Company and Park City II, LLC and any agreement will have to be agreed to by the landowners.
3. Both parties agree to jointly release media and public statements in mutually agreed upon written press releases, unless otherwise previously agreed upon in writing, provided nothing herein shall limit comments or presentations conducted in open public meetings.
4. Staff, MPE and Council Liaisons shall conduct all negotiations. General meetings with board members, other City elected officials or other affected parties such as Park City Mountain Resort or owners of potential density receiving zones are to be considered only informational. Such participation may be subject to a confidentiality agreement.

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5. The parties agree to exchange confidential information through a series of “draft” agreements that will continue to be modified until the Parties agree in writing to a “final” agreement.
6. The parties shall identify and support a preferred density alternative prior to ~~June 30, 2011; including a cost/value for each alternative.~~
7. Should the Planning Commission not approve the CUP by ~~November 30, 2011,~~ the LOI shall be null and void unless amended and or extended in writing by both parties. MPE reserves the right to pursue its currently pending CUP application in accordance to the terms of the approved MPD.
8. The parties agree to pursue in good faith the means and mechanisms needed to facilitate sale, purchase and/or transfer of the Treasure Hill unit equivalents and development rights granted in the 1986 Sweeney Properties MPD (including unit equivalent density) that includes a complete buyout option of the remaining Sweeney Properties MPD Hillside rights between the Parties.
9. It is the intent of the parties to negotiate terms of using less of the Treasure Hill unit equivalents and development rights granted in the 1986 Sweeney Properties MPD (including unit equivalent density), while keeping the remaining resort and residential related density, infrastructure and tax base of the Hillside Portion of the MPD on the Treasure Hill Site and revisions to the CUP that address the items below.
10. Confidentiality – unless otherwise agreed, all negotiations and draft documents shall remain confidential until both parties agree to public release of such terms and plans. Both parties shall cooperate to periodically engage and inform the public regarding negotiated alternatives and provide timely and meaningful opportunities for public input.

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Ongoing Discussion Points

These are subject to change and renegotiation at the discretion of both parties. These items include, but are not limited to:

1. Project Alternatives – The parties will pursue two project alternatives concurrently, establishing the value of each option. These options are: 1) a reduced density option; and 2) a zero density option. Park City shall research and take necessary steps to determine if a zero density option, with cost, terms, and mechanism (not limited to purchase, transfer, or sale) to reduce density, of the Sweeney Properties MPD Hillside rights, subject to Sweeney Land Company’s and Park City II, LLC’s obligation, under the 1981 Tram Agreement as amended is desired by Park City.
2. Unit Equivalents – reduce the current 216 UE’s by approximately 50% through a combination of various financing options, but not limited to, bond, transfer and/ or sale of to move off of Treasure Hill approximately 50% of the Treasure Hill unit equivalents and development rights granted in the 1986 Sweeney Properties MPD (including unit equivalent density). A combination of the various financing options includes a proportional buyout of the remaining Sweeney Properties MPD Hillside rights between the Parties.
3. Square Feet – agreement to identify a maximum gross square footage and construction limits of disturbance allowed and other major parameters that affect the capital/development costs and sustainability of the hotel/facilities and associated whole ownership residential.

4. Redesign Cost & Participation – joint (financial) participation in a conceptual redesign process, with designers from Ritz Carlton, Elliott Work Group, and participation of City staff, including the Planning Director and Economic Development Manager. This conceptual redesign exercise will have the following phases, scope and estimated costs:

Phase	Scope	Total Cost (not to exceed)	Led by:
I	Analyze existing plan, isolate major conflicts, identify conceptual massing & site redesign consistent with City goals	\$10,000	Elliott Work Group (EWG)
II	Bring Ritz to site, integrate initial Ritz design parameters into concept plan	\$10,000	Joint - EWG & Ritz Carlton
III	Articulation of Phase II conceptual plan by Ritz and graphic representation of ideas to blend the proposed hotel into the landscape/townscape	\$30,000	Joint - Ritz Carlton & EWG
IV	Further articulation of specific components within Plan, ie: gross sf, parking spaces, actual height, etc.	\$30,000	Ritz with input from EWG

Park City agrees to an initial cash contribution of \$10,000 for Phase I and a total cash contribution not to exceed \$20,000 for phases I and II. Furthermore, Park City agrees to reimburse up to an additional \$30,000 (\$50,000 maximum total expense) for Phases III and IV. This reimbursement will occur as part of the final mechanism to remove density off of Treasure Hill, and only if the zero density option is pursued. Prior to agreeing to move into any new Phase after the first, the parties agree to formal progress reviews (by the entire City Council and MPE) to verify consistency with goals in this LOI.

5. Redesign Goals Approved by City Council – the remaining density should be redesigned with the goals of providing a sustainable project compatible with Historic Park City and reducing impacts of the proposed development including: height and/or final above grade massing and scale; final building aesthetics; traffic, excavation and site impacts while maintaining the proposed ski-to ski-from amenities including but not limited to beginner skiing into Historic Park City, new snow making, high-speed quad lift and cabriolet gondola people mover. The reduction of height will require spreading the hotel/facilities and associated whole ownership residential over the site including the locations of the One and Five Buildings.

Acknowledgment:

Park City Municipal Corporation

Acknowledgment:

Sweeney Land Company

Acknowledgment:

MPE, Inc.

Acknowledgment:

Park City II, LLC