PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
APRIL 24, 2003

Present: **Mayor Dana Williams; Council members Peg Bodell, Kay Calvert, Candace Erickson; Fred Jones, and Jim Hier**

Tom Bakaly, City Manager; Myles Rademan, Public Affairs Director; Linda Tillson, Library Director; Alison Butz, Special Events and Facilities Manager; Mark Harrington, City Attorney

Kate Doordan, Vice-Chair Library Board

1. **Council questions/comments.** Candy Erickson thanked the Chief of Police for his enforcement effort and reacting to comments and concerns expressed from the media and citizenry. Peg Bodell reported on a housing coalition meeting; Summit County and the School District could not attend, but Heber City and Mountainlands Housing participated. It is contemplated that both Counties will take the lead on regional housing. The Council agreed to host the inter-governmental breakfast meeting on Tuesday, May 6. Ms. Bodell reported on senior citizen activities. She proposed that the City initiate a more proactive program with regard to traffic calming and added that Kent Cashel is willing to work on this. She stated that she will be beginning her mobile *Council Couch* program now that the weather is milder. Kay Calvert reported on a meeting held with the media and other interested persons on the communications plan and thanked staff for following up on the vagrant situation in the Rail-Trail area. Jim Hier commented on COSAC meeting business; the group is formulating a comprehensive open space plan. An interagency meeting was held yesterday; it was helpful to have representation from Wasatch County. He relayed that the School Board is concerned about newly enacted legislation; and asked staff to provide information about its impacts. The Mayor referred to a meeting with representatives of the HMBA where the paid parking fund was clarified.

2. **Communication Plan.** Myles Rademan reported on a meeting held with community professionals involved with public relations, marketing and communications on the communications plan draft. Holding three neighborhood meetings on June 2, 3 and 10 is contemplated. The Mayor felt that an additional meeting should be held and locations were reviewed. Peg Bodell pointed out that attendance at prior open houses were so *staff heavy*, it inhibited citizens. The setting should be informal to encourage feed-back. The Mayor emphasized that these will be held at the conclusion of the budget process and he would like input on the parking garage, paid parking, etc. Ms. Bodell felt that could be achievable with a couple of staff members ast the meeting and Mr. Rademan agreed. Council directed staff to hold four meetings over a two week period.

Myles Rademan pointed out that the City Council is already proactive with regard to utilizing communication tools and there are not many gaps. These practices should continue. He warned about getting too centralized but improvements can always be made. Media and customer service training is key. He invited Council to a media training session to be held in Salt Lake City on June 5, which was discussed in detail. It was pointed out that training could be conducted for boards and commissions based on the seminar materials and information. Jim Hier, Kay Calvert, and Peg Bodell expressed interest in attending the training. Kay Calvert reported that a point made by the media at last night's meeting was a concern that the City manipulates information before delivery to the media so that releases sound *benign*. She commented that good communication practices do not *sell papers*; it is the City Council's job to clearly communicate and to convey consistent messages. Mr. Rademan indicated that the summary of City Council meetings is a project that emerged from the Visioning Session and it seems to be helpful for a variety of readers. Staff will directly manage a calendar scheduling Council appearances for the radio and television stations, rather than reacting to last minute requests. Council will be provided with a calendar.

3. Library expansion. Library Board Vice-Chair Kate Doordan pointed out that the Library and Education will celebrate its tenth birthday in June and it has been a tremendous success over the years. At this point, the library needs to be expanded and there is room and a plan to reconfigure the space in the building. The Board considered many options before the drafted plan was supported. Linda Tillson emphasized the crowding in the internet corner and children's area, where programming has been very well received. Additionally, the library's collection has doubled, requiring installation of additional shelving with adequate space between rows to meet ADA requirements. Ms. Tillson explained the relocation of the entrance and Alison Butz commented that once there is Council consensus on an expansion plan, current leases with tenants in the building will be negotiated to accommodate the project.

Jim Hier requested more information on *General Provisions* provided in the contract which total $70,000 and Ms. Tillson indicated she will follow-up. Peg Bodell felt that the children's area should be separate and enclosed. Ms. Tillson explained that the recommended plan seemed to make the most sense. Ms. Bodell believed the square footage gained is insignificant and suggested moving the children's area to another location; Ms. Tillson explained the challenges and expense involved with moving load-bearing walls. Ms. Doordan explained that having the children's area by the circulation and reference area creates a border and keeps the children closer to supervision. Ms. Bodell suggested hanging an etched glass piece to separate the children's area. Fred Jones stated he supports the design; the next step is accommodating it in the CIP Budget.

Tom Bakaly explained that the *City Manager's Recommended Budget* will be distributed to Council next week. Along with the Old Town improvements, the library expansion is a significant project which is supported by staff. Fred Jones encouraged planning for future expansions. As a liaison to the Library Board, Candace Erickson pointed out that the Library provides a popular gathering place for citizens and opportunities for public cultural exhibits. She stated that she supports the expansion. In response to a question from the Mayor, Ms. Tillson believed the expansion will adequately serve the community for seven to ten years. The architect indicated that expansion of the facility in the future is probably not feasible in the Library and Education Center and Ms. Doordan added that this phase completes the vision for the building.

4. Review of regular meeting:

Vendor's franchise agreement. Mark Harrington explained that he was first asked by Council to review allowing an ice cream truck business to operate in the streets of Park City in 1997. The agreement restricts such trucks to single family zones to avoid the narrow streets in Old Town and to eliminate potential noise impacts in the area. He encouraged Council to support the franchise agreement with Dad's Ice Cream and at the same time look at the *big picture* issues with regard to vending and street solicitation outlined in the Municipal Code. If approved, this business will be allowed to operate in Park Meadows, Iron Canyon, Thaynes, and Prospector. Kay Calvert felt there are many children in Old Town. Mark Harrington stated that he doesn't disagree, but the current ordinance limits operation in certain zones which could be later amended after an assessment of this license. The proposed license holder is experienced and the City Attorney feels confident about its success in Park City. He encouraged inclusion of the Main Street merchants in discussions about vending in Old Town.

The Mayor acknowledged that this does not include City Park and discussion ensued about informal proposals to lease the concession area in the Recreation Building, which is currently used for day camp. The City Manager explained that a general discussion on vending is scheduled on May 8, but encouraged Council to approve the franchise agreement. The owner of Dad's Ice Cream clarified that only one truck will be operating at a time.

With no further work session business, the Mayor and City Council convened in closed session. See Memorandum to Closed Session in regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 24, 2003

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, April 24, 2003. Members in attendance were Dana Williams, Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones. Staff present were Tom Bakaly, City Manager; Mark Harrington, City Attorney; Alison Butz, Special Events and Facilities Manager; Patrick Putt, Planning and Zoning Administrator; and Lori Collett, Finance Manager.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of City business. Hearing none, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Tom Bakaly announced that 13 applicants have applied for the seven seats on the Recreation Advisory Board. It was the consensus of Council members to interview all candidates.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF APRIL 3, 2003

Hearing no omissions or corrections, Jim Hier, "I move to adopt the minutes as written". Fred Jones seconded. Motion unanimously carried.

V CONSENT AGENDA PUBLIC HEARINGS

1. Master Festival License for Triple Crown Sports, Girls Fast Pitch Championships to be held on July 14 - 26, 2003 - Alison Butz explained that three fields at the Middle School are being constructed to accommodate this event, which will be enjoyed by the community. Opening ceremonies have been moved from Deer Valley to the High School football field. Five fields within Park City, and fields in Francis and Ekker Hill will be used. Staff recommends approval. Hearing no comments or questions from Council or the audience, the public hearing was closed.

2. Ordinance approving 10 Daly Avenue Subdivision to combine portions of Lots 1 - 4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue and Woodside Avenue rights-of-way of the Amended Park City Survey, into one lot of record located at 10 Daly Avenue, Park City, Utah - Patrick Putt explained that the total area for this proposal is about11,000 square feet. A plat approval would allow a rehabilitation and addition to an historic home, which also requires an Historic District design review and conditional use approval for steep

slope. The Planning Commission and staff recommend approval based on the staff report. Hearing no comments or questions, the Mayor closed the public hearing.

VI CONSENT AGENDA

With regard to the Zions Bank contract, Peg Bodell expressed concern about providing the Bank with marketing opportunities to City staff; it seems inappropriate. Jim Hier asked why this is a problem if employees benefit from Zion's banking services. Lori Collett explained that when services are bid, banks are asked to provide banking services for our employees as part of the package. Jim Hier stated that in negotiating banking contracts on behalf of his employers, he has always requested the same thing. Peg Bodell felt information should be passed on to employees through the Human Resources Department. Mark Harrington explained that there is no direct marketing via City e-mail. Fred Jones stated that he doesn't have a problem with the Bank offering employees enhanced banking services. Tom Bakaly felt that staff can monitor marketing so it doesn't cross the line and Lori Collet explained that she is charged with disbursing information. Fred Jones, "I move approval of Consent Agenda Items 1 through 4". Peg Bodell seconded. Motion unanimously carried.

1. Master Festival License for Triple Crown Sports, Girls Fast Pitch Championships to be held on July 14 - 26, 2003 - See staff report and public hearing.

2. Ordinance approving 10 Daly Avenue Subdivision to combine portions of Lots 1 - 4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue and Woodside Avenue rights-of-way of the Amended Park City Survey, into one lot of record located at 10 Daly Avenue, Park City, Utah - See staff report and public hearing.

3. Authorization to staff to enter into a contract with Zions Bank for banking services, in a form approved by the City Attorney's Office - See staff report and discussion above.

4. Consulting contract for joint planning with Summit County for Quinns Junction - See staff report.

VII NEW BUSINESS

Street vendor franchise agreement to Dad's Ice Cream to allow sales from an ice cream truck in all Single Family Zones, including the Iron Canyon Subdivision and excluding the Aerie Subdivision, and in the MPD-RD Zones within the Park Meadows area, as designated on the Official Zoning Map of Park City, Utah - See staff report and work session notes. Peg Bodell, "I move that we approve the street vendor franchise agreement as stated under New Business on our agenda". Fred Jones. Motion unanimously carried.

IV ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Kay Calvert, "I move to close the meeting to discuss property". Jim Hier seconded. Motion carried unanimously. The meeting opened at approximately 4 p.m.

The City Council met again in closed session at approximately 5 p.m. to discuss property. The meeting opened at approximately 6 p.m.

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

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder

DATE:	4/24/2003
DEPARTMENT:	Recreation-Library
AUTHOR:	Linda Tillson
TITLE:	**Proposed Library Expansion**
TYPE OF ITEM:	Information

SUMMARY RECOMMENDATIONS:

This purpose of this report is to provide information. Council should provide direction as to whether or not they are interested in expanding the library into the hallway and classrooms east of the existing space on the first floor. The proposed expansion would provide an additional 3,100 square feet to create a new larger Children's area, expand space for Internet stations, alleviate crowding of book collections, and create a new Teen and Audio Visual Area.

A. Topic:

Staff is requesting Council input on expansion plan and expenditure request.

B. Background:

The Library is quickly outgrowing its present space as it continues to increase its services and offerings to accommodate the growing needs of the community. The initial plan was to expand into Room 111 (south of existing library space). Further investigation revealed Room 111 was not a viable option due to costs and operational issues. Wally Cooper, architect for library remodel in 1993, revealed that expansion into the first floor hallway and rooms 105 and 106 had been the original plan for growth. The Library Board requested a concept drawing and estimate for expansion into the hallway and Rooms 105 and 106.

C. Analysis:

Expanding into the hallway and classrooms to the East of the existing space on the first floor would provide an additional 3,100 square feet. This additional space would be used to create a new Children's area, expand space for Internet stations, alleviate crowding of book collections, and create a new Teen and Audio Visual Area.

Shelves were recently added in the Children's Area to accommodate this heavily used and growing collection. This, however, decreased the space available for Storytimes and other children's programs. During the past year children's programs have attracted upwards of 80 children at a time. In fact, it is not unusual during Storytime for the space to be physically full and to overflow into the book aisles with parents and children. The library needs a larger space to accommodate such crowds.

Another area of increasing popularity is the Internet space. During the past fiscal year the library averaged 720 Internet users per week. On December 18th, 2002 a record 258 people utilized the library's Internet stations in one day. The demand for this resource is likely to continue to grow. The table below shows the increase in demand for Internet computers to date.

FY	Average Users per week
2000-2001	498
2001-2002	720
2002-	784

Since moving to its current location in 1993, the library collection has nearly doubled. In 1993 the collection consisted of 25,000 items. The item count for 2002 is 47,000. The fiction shelves are now completely full and in order to add a new title an older one must be discarded. The non-fiction shelves are also becoming crowded. ADA requirements for adequate spacing between shelves limit our ability to add any extra rows.

An increasing number of youth are using the separate Teen Area on the library mezzanine. Unfortunately, this collection has to be moved when the library hosts exhibits. In the proposed expansion, the Teen Area would move to a portion of the current Children's Area. The remainder of the area would house the increasingly popular audio-visual materials.

This proposed expansion will provide enough space for seven to ten years of growth for the Park City Library.

D. Review:
Plan has been reviewed and approved by Library Board. The Chair of the Library Board has asked to present the plan to Council and will do so on 4/24/03.

ALTERNATIVES:

A. Approve plan and expenditure in concept subject to CIP budget review and City budget policies.

B. Provide input or direct staff to modify this plan.

C. Do nothing.

SIGNIFICANT IMPACTS:
Without expansion, the quality, depth and volume of the collection will suffer. The overcrowding in the Children's and Internet areas will become worse, eventually resulting in a high level of dissatisfaction among users.

The estimated cost for expanding is roughly $350,000. These costs do not include additional equipment and computers needed for the new space (However, grants and private funding have proven to be a source for such costs in the past.).

The CIP budget which will be reviewed by Council in May will have a $350,000 recommended project included. Staff suggests that Council review this request as part of the overall CIP budget consistent with city budget policies.

Leases with existing tenants will have to be renegotiated which will likely result in a loss of general fund revenue.* If council is leaning towards the library expansion on April 24th, staff will begin lease re-negotiations in earnest. Staff would prefer to begin these complicated and delicate lease negotiations only if Council is inclined to approve the library expansion.

*Room 106 is leased to the Montessori until 2012 and Room 105 is leased to the University of Utah until 2008. The release of both rooms would have a revenue loss of $171,761.17 over the duration of the leases. Please refer to Exhibit C, for the lease amounts. It would be staff's intention to offer Room 111 with a five year lease which could reduce the total revenue loss to $107,642.17 over nine years.

Attached:
Floor plan-concept drawing for expansion
Cost estimate
Photographs of crowding in Children's and Internet areas

To: Park City Council

April 21, 2003

From: Park City Library Board

Subject: Library facility expansion

Our city library is bursting at the seams. In response to the needs of this community, the Library collection and services are outgrowing the existing space. In order that the library facility can continue to meet Park City's needs, the library board recommends that the city council adopt a plan to expand the library into the first floor of the Library and Education Center.

The accompanying Staff Report details how the additional space would be used. In addition to these immediate needs, we can also imagine facilities such as a permanent space for displaying traveling public art exhibits. Our dedicated and energetic staff has developed the library far beyond its traditional role in this community, and we look forward to seeing what happens when they apply their talents to this improved space.

City staff and architect Wally Cooper have briefed the library board on several possible expansion options. Structural issues make some options extremely expensive when compared with the space and function gained. Growing into the present hallway and the first floor rooms along the east side of building represents the most economical expansion and also integrates best into the existing library space.

The library represents many things in Park City. It serves as our gathering space. Many of our children have had their first introduction to reading at a Storytime hour. Students of all ages come to study and conduct research. The teen poetry program encourages creative and free thought. Books on tape pass the time during a commute or travel. The adult reading programs invite us to share and discuss our opinions on what we read. It's not just a place to check out a book: The Park City Library is the city's most important contribution to the education of our community.

We on the Library Board encourage you to fund the proposed Library expansion plan.

Chris Haerter
Chair,
Park City Library Board

Cooper Roberts Simonsen Architects

Estimated Cost

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Project: Expansion of the Park City Library
~~Relocation of Desk~~

Date: Friday, January 31, 2003

Preliminary Design & Construction Budget Estimate

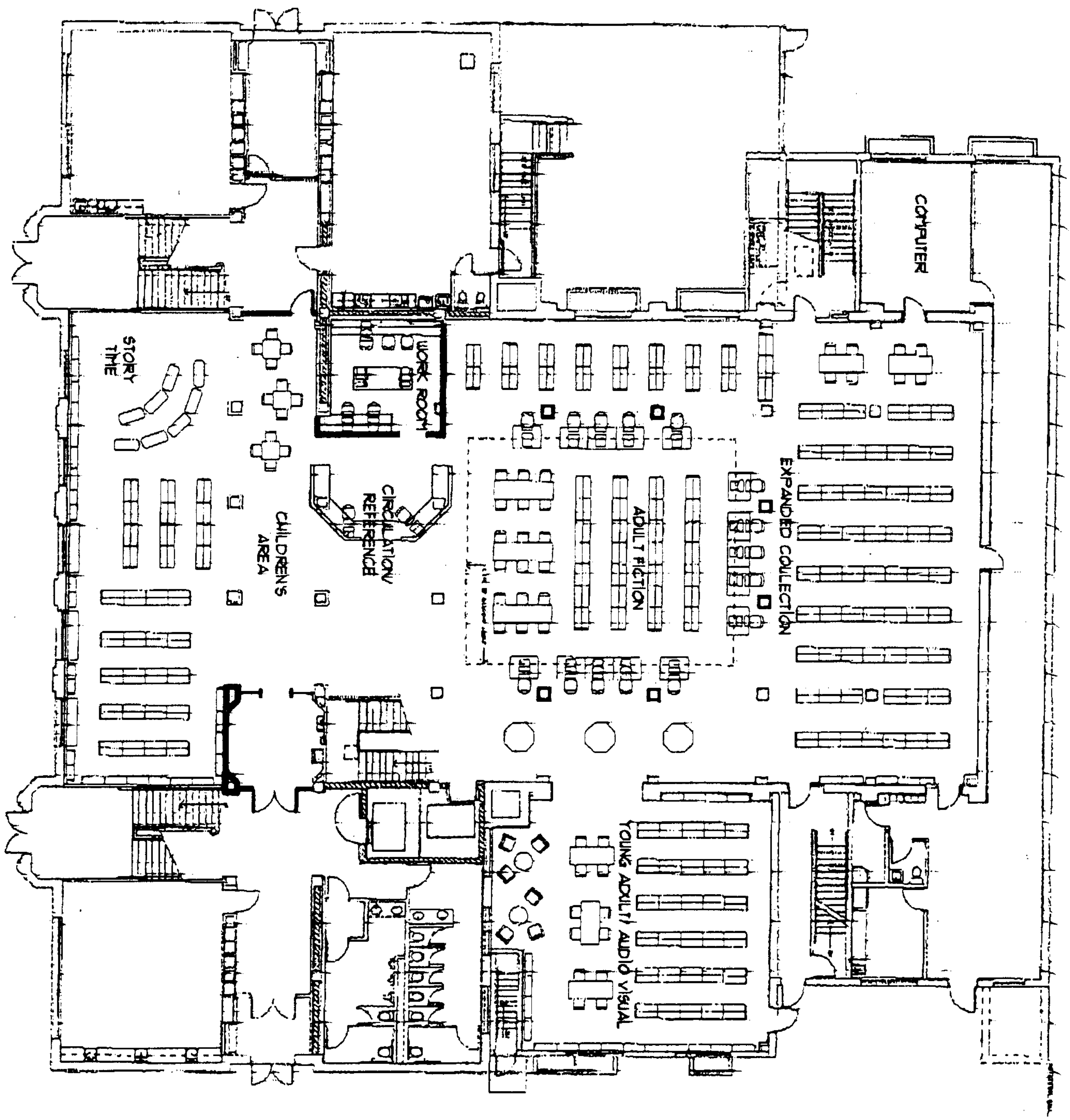
CSI Division	#	Unit	Unit Price	Cost
01 - General Conditions				
Not used - See % Allowed below				
Subtotal				**$0.00**
02 - Site Work/Demolition				
Footing demo (12" thick, 24" wide)	0	lf	$10.65	$0.00
Concrete slab on grade demo (6" unreinf. over 8 sf)	0	sf	$9.60	$0.00
Glass partition	40	sf	$10.00	$400.00
Demo main reception desk	1	sum	$1,500.00	$1,500.00
Hollow clay tile wall demo	640	sf	$1.95	$1,248.00
Sawcut 4-1/2" concrete ($5.15 per inch of depth)	40	lf	$23.25	$930.00
Interior stud partition demo (finished two sides)	80	sf	$10.00	$800.00
Interior suspended 2x4 ceiling demo.	100	sf	$0.81	$81.00
Door demo	2	each	$50.00	$100.00
Metal doorframe demo	3	each	$45.00	$135.00
Wall and base cabinet demolition	200	lf	$7.30	$1,460.00
Carpet demolition	389	sy	$1.00	$388.89
Steel column demolition	0	lf	$7.50	$0.00
Mechanical demolition	0	sf	$0.50	$0.00
Electrical demolition	4,000	sf	$0.75	$3,000.00
Loading, trucking, 15 mile haul, chute loaded	75	cy	$38.50	$2,887.50
Minor excavation	5	cy	$36.50	$182.50
Subtotal				**$18,112.89**
03 - Concrete				
Concrete floor slab - 4"	100	sf	$2.50	$250.00
Subtotal				**$250.00**
04 - Masonry				
Not used	0	sf	$7.40	$0.00
Subtotal				**$0.00**
05 - Metals				
Misc connections	1	sum	$500.00	$500.00
Subtotal				**$500.00**
06 - Wood & Plastics				
Plastic laminate base cabinets	10	lf	$125.00	$1,250.00
Plastic laminate wall cabinets	10	lf	$95.00	$950.00
Reception desk	30	lf	$750.00	$22,500.00
Custom wood columns	8	sum	$400.00	$3,200.00
Computer counter w/plastic laminate	25	lf	$88.00	$2,200.00

Subtotal				**$30,100.00**
07 - Thermal & Moisture Protection				
Acoustic batt insulation	750	sf	$1.50	$1,125.00
Subtotal				**$1,125.00**
08 - Doors & Windows				
Single steel door, frame & hardware	1	each	$1,800.00	$1,800.00
Solid core wood door, metal frame & hardware	1	each	$718.00	$718.00
New access hatches	2	each	$125.00	$250.00
Metal storefront	120	sf	$31.50	$3,780.00
Glass panes	20	sf	$22.00	$440.00
Subtotal				**$6,988.00**
09 - Finishes				
Suspended 5/8" Gyp board ceiling	1,200	sf	$2.50	$3,000.00
5/8" Gyp board on 3-5/8" s-stud partitions	500	sf	$3.25	$1,625.00
Not used	0	sf	$2.00	$0.00
Lay-in acoustical tile, 2'x2' (Ultima Vector)	3,244	sf	$2.90	$9,407.60
Carpet	389	sy	$30.00	$11,666.67
Not used	0	sf	$12.00	$0.00
Latex paint on plaster	2,100	sf	$0.90	$1,890.00
Latex paint on gypsum board ceilings	1,200	sf	$0.90	$1,080.00
Finish on wood doors & metal frames	1	each	$50.00	$50.00
Subtotal				**$28,719.27**
10 - Specialties				
Fire extinguisher w/cabinet	4	each	$285.00	$1,140.00
Subtotal				**$1,140.00**
11 - Equipment				
Relocate security system	1	sum	$500.00	$500.00
Subtotal				**$500.00**
12 - Furnishings				
Not used	1	sum	$0.00	$0.00
Subtotal				**$0.00**
13 - Special Construction				
Wet-pipe fire sprinkler modification	3,076	sum	$0.50	$1,538.00
Subtotal				**$1,538.00**
14 -Conveying Systems				
Not used				
Subtotal				**$0.00**
15 - Mechanical				
Duct modifications	3,076	sf	$10.00	$30,760.00
Subtotal				**$30,760.00**
16 - Electrical				
	3,076	sum	$9.50	$29,222.00
Subtotal				**$29,222.00**
Total				$148,955.16

General Conditions @			$70,000.00
Construction Contingency	5%		$7,447.76
Bond	1.5%		$2,234.33
Plan Check/Building Permit	1.5%		$2,234.33
Subtotal			**$230,871.57**
Overhead & Profit @	10%		$23,087.16
Projected Construction Cost			**$253,958.72**

Owner's Project Budget Analysis

Design & Engineering Fees (estimated)			$46,000.00
Reimbursables	1	sum	$1,000.00
Contingency	10%		$25,395.87
Testing & Inspections	1	sum	$2,500.00
Furniture	1	sum	$25,000.00
Total Estimated Project Budget *			**$353,854.60**

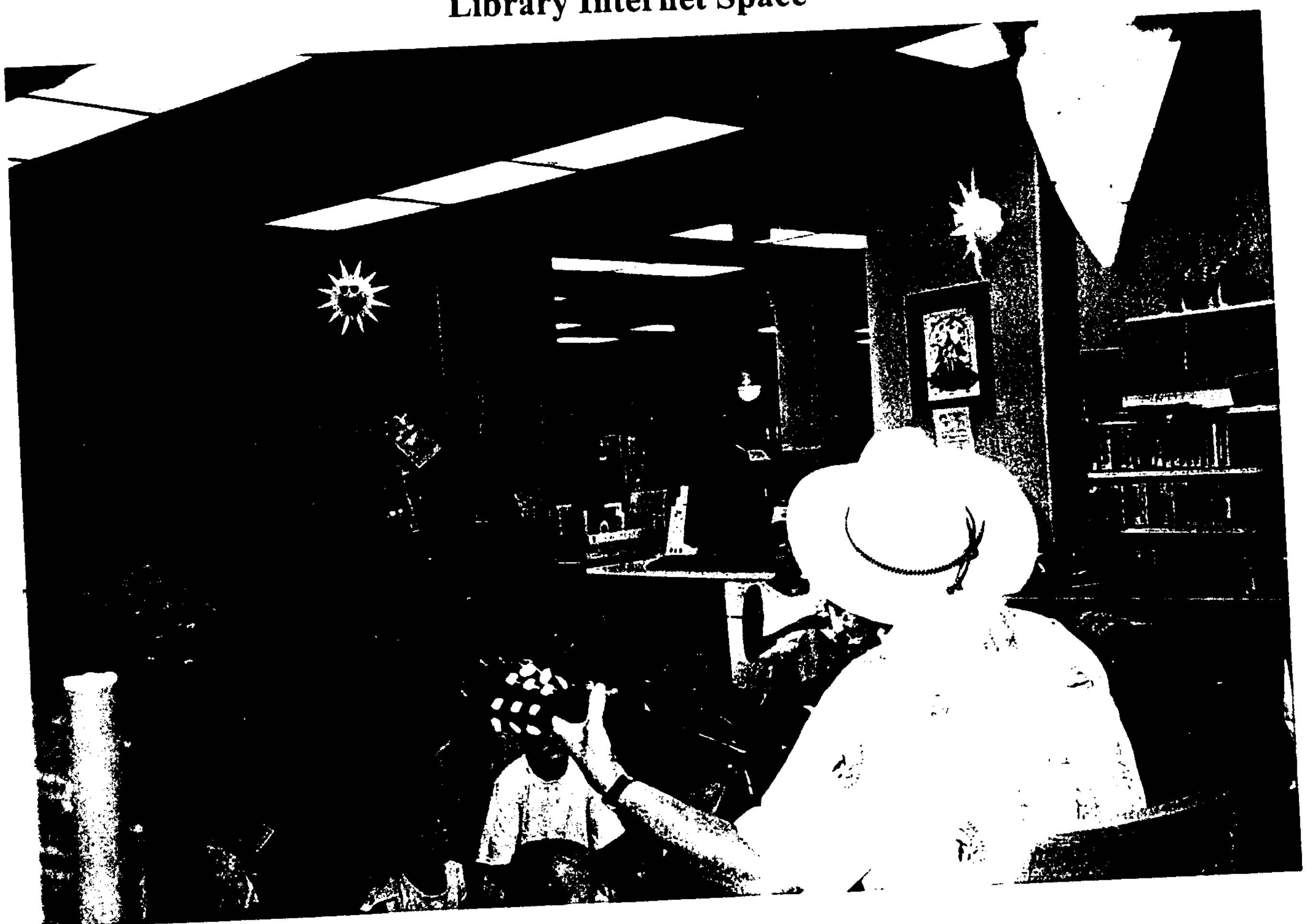


LIBRARY FLOOR PLAN OPTION 1

SCALE: NTS

12

Library Internet Space



Children's Area

DATE: April 24, 2003
DEPARTMENT: Special Events and Facilities
AUTHOR: Alison Butz
TITLE: Triple Crown Softball Tournament
TYPE OF ITEM: Master Festival License Application

SUMMARY RECOMMENDATIONS: Review the Master Festival License application, conduct a public hearing, and consider approving the license for the Triple Crown Girl's Fast Pitch World Series, as conditioned, from July 14 through July 27, 2003.

A. TOPIC

Review the Master Festival License Application, submitted by Triple Crown Sports, for the Triple Crown Girl's Fast Pitch World Series to be held from July 14 through July 27, 2003.

B. BACKGROUND

Triple Crown Sports is a premier grassroots sport event marketing organization. The company has produced over 2,000 sporting events in all 50 states and seven foreign countries. These events have culminated in over 100 National Championships. Triple Crown Sports has been producing the Girls Fast Pitch Championships for the last 8 years, all of which were held in Steamboat Springs, Colorado. In a contract facilitated by the Chamber of Commerce, Triple Crown Sports agreed to host the next two years tournaments in Park City. Qualifiers for this event will be held in western states from December through June. The dates of the 2003 tournaments in Park City are July 12-19 and July 20-26.

The teams are comprised in the following categories, 10 and under, 12 and under, 14 and under, 16 and under 18 and under and college plus. The age groups will be split between the two weeks of competition and will include a total of 140 - 160 teams over the two weeks. Approximately 40 - 45 people travel with each team, that number includes the 12 - 14 players.

The tournament begins each Monday morning with a skills test held in City Park. Monday will conclude with an evening opening ceremony at Deer Valley Resort. Tuesday is the start of the competition on the nine fields in the area. Five fields are located within the City limits, 1 at City Park, 2 at the High School and 3 at the Middle School all of which exist. The remaining fields are located in the Snyderville Basin and in Francis. The tournament continues until Friday where the top two teams are confirmed and scheduled for finals on Saturday played at City Park.

The Parks Department will upgrade the two fields at Treasure Mountain Middle School, and constructing the third field during the school's spring break, which is from April 7 through April 1[illegible] Costs associated with the construction will be funded by the Chamber of Commerce either through their budget or through an approval of a Restaurant Tax Grant.

C. ANALYSIS

City Softball Program

The City's softball league runs Sunday through Friday in the evenings and will need to postpone play for two weeks. The typical season begins the first week of June and continues through the end of August. The solution is to start the season on May 18th, two weeks earlier. The Recreation Department contacted quite a few managers of past teams, and their responses were positive regarding beginning early and having a mid-season break. One downside is that soccer is usually scheduled on the City Park field through May in past years and now that will not be available when softball begins.

Event Schedule

Monday, July 14 and 21	Skills Contest – City Park Opening Ceremonies – Deer Valley Resort
Tuesday, July 15 and 22	Competition – 7:30am until dusk, except City Park
Wednesday, July 16 and 23	Competition – 7:30am until dusk, except City Park
Thursday, July 17 and 24	Competition – 7:30am until dusk, except City Park
Friday, July 18 and 25	Competition – 7:30am until dusk, except City Park
Saturday, July 19 and 26	Championship Game - City Park Closing Ceremonies - Park City Mountain Resort

Parking and Transportation

The skills test at City Park and the Opening Ceremonies at Deer Valley Resort will draw the largest crowd for the venues within Park City. For the skills contest in City Park, players will be directed to park at Park City Mountain Resort to minimize the parking impacts to the area. Areas of no parking will be barricaded within the park to maintain the minimum clearance requirement for emergency vehicles. The players and families will be parking at Deer Valley for the opening ceremonies at the amphitheatre. The remaining venues and events will not require off-site parking.

Parks Department

The Parks Department will prep and maintain all fields within the City at the beginning of each day, and be on hand for the minimal maintenance required during the day. Triple Crown will also provide staff at each field to assist with the maintenance and monitor the area.

Police Services

No additional Police Services are required at the event. However, additional patrol of the tournament venues would be added to the daily tasks of the officers.

Building Permits

There will be one tent erected in City Park to house the merchandise area as well as the tournament bracket board. The tent will be placed over the shuffleboard court, just to the north of the children's playground. A Building Permit will be required for the installation of the tent.

Fee Waiver Request

Section 4-8-9 of the Municipal Code provides applicants for Master Festival and Special Event

Licenses with criteria to request a waiver for all or a portion of associated fees. The Section further states that fee waiver requests for all new applications be reviewed and approved or denied by the City Council. Eligibility for a full or partial fee waiver shall be determined pursuant to the following criteria, none of which shall be individually controlling. Triple Crown Sports has requested a full waiver of fees associated with the event. Please see text in italics for the applicant's response to the criteria.

A. For-profit or non-profit status of the Applicant;
Triple Crown Sports is a for-profit organization, which organizes tournaments for softball and other sports. These tournaments are seen as the top playing ground for softball athletes.

B. Whether the event will charge admission fees;
No admission fees will be charged to spectators.

C. Whether the event is youth-oriented;
Yes, the tournament includes players from 10 and under through over 18.

D. The duration of the event;
There are two weeks of tournaments, which run in Park City in July.

E. Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;
The event will bring in 3,500 people each week of the tournament. Tax benefits will be seen in the form of merchandise sales and restaurant tax. Additional benefit will come to the City through the lodging tax.

F. The degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;
The main City services will be in the form of maintenance to the softball fields.

G. The season of occurrence; and
The event is in the summer.

H. Demonstration of hardship by the Applicant.
The event has moved the Championship tournament from Steamboat Springs, Colorado to Park City. A two-year agreement has been signed between Triple Crown Sports and the Chamber of Commerce. The fee waiver would reduce the funds needed to organize the tournament. These funds can then be used for increased marketing, which will promote Park City.

Included within the recommendation of approval of the event, Staff has added a finding regarding the approval of a full fee waiver per the request.

ALTERNATIVES

1. Approve the Master Festival License, as conditioned by staff, allowing the Triple Crown Girl's Fast Pitch World Series to be held from July 14 through July 27, 2003.
2. Modify the parameters of the event and approve the Master Festival License, the Triple Crown Girl's Fast Pitch World Series to be held from July 14 through July 27, 2003
3. Deny the Master Festival License, thereby prohibiting the Triple Crown Girl's Fast Pitch World Series to be held from July 14 through July 27, 2003.
4. The City Council may continue the hearing for more information and discussion.

RECOMMENDATION:
Staff recommends the City Council conduct a public hearing and approve the Master Festival for the Triple Crown Girl's Fast Pitch World Series to be held from July 14 through July 27, 2003, based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Triple Crown Girl's Fast Pitch World Series to be held in Park City from July 14 through July 27, 2003. The event is two separate weeklong softball tournaments for girls ages 10 and under through 18 years of age.
2. The parking for the event staff and racers support crew will be accommodated at designated staging areas. No street closures will occur for the event. The conduct of the Triple Crown Girl's Fast Pitch World Series will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.
3. The Triple Crown Girl's Fast Pitch World Series will occur at existing softball fields, and the closing of the event will occur at Park City Mountain Resort. The Triple Crown Girl's Fast Pitch World Series will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. Each venue is at a site already designed for this specific type of event. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. No other Master Festival Licenses has been approved for this timeframe. Therefore the Triple Crown Girl's Fast Pitch World Series will not substantially interfere with any other Special Event or Master Festival for which a license has already been granted or with the provision of City services in support of other such events or governmental functions.
6. The organizer is providing sanitation, and adequate insurance for the event.
7. With the type of event, Triple Crown Girl's Fast Pitch World Series events will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
9. The applicant has been working with the Park City Fire District and the Summit County Health Department to obtain all applicable licenses.
10. The Triple Crown Girl's Fast Pitch World Series is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintain its status as a World Class Resort which hosts such events as this and to increase the number of events in the Summer.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code,

Title 4, Chapter 8.

Conditions of Approval:

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

Exhibits

Exhibit A - Approval Document
Exhibit B – Fee Estimate

PARK CITY
1884

MASTER FESTIVAL/SPECIAL EVENT LICENSE

Type of License:	**____ Special Event X Master Festival**
Event Name:	**Triple Crown Girl's Fast Pitch World Series**
Event Date(s):	**July 14 through July 27, 2003**
Event Location:	**City Park, Deer Valley Resort, Park City Mountain Resort and the School District Softball Fields**
Licensee:	**Triple Crown Sports**
Contact Person:	**Bill Piltcher**
Approved By:	**___ Special Events Manager X City Council of Park City**
Approval Date:	**April 24, 2003**

The City Council has approved the Master Festival License for the Triple Crown Girl's Fast Pitch World Series to be held from July 14 through July 27, 2003. This Master Festival License has been issued under the authority described within the Park City Municipal Code Section 4-8-4(B) based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The Triple Crown Girl's Fast Pitch World Series to be held in Park City from July 14 through July 27, 2003. The event is two separate weeklong softball tournaments for girls ages 10 and under through 18 years of age.
2. The parking for the event staff and racers support crew will be accommodated at designated staging areas. No street closures will occur for the event. The conduct of the Triple Crown Girl's Fast Pitch World Series will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.
3. The Triple Crown Girl's Fast Pitch World Series will occur at existing softball fields, and the closing of the event will occur at Park City Mountain Resort. The Triple Crown Girl's Fast Pitch World Series will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. Each venue is at a site already designed for this specific type of event. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. No other Master Festival Licenses has been approved for this timeframe. Therefore the Triple Crown Girl's Fast Pitch World Series will not substantially interfere with any other Special Event or Master Festival for which a license has already been granted or

with the provision of City services in support of other such events or governmental functions.

6. The organizer is providing sanitation, and adequate insurance for the event.
7. With the type of event, Triple Crown Girl's Fast Pitch World Series events will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
9. The applicant has been working with the Park City Fire District and the Summit County Health Department to obtain all applicable licenses.
10. The Triple Crown Girl's Fast Pitch World Series is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintain its status as a World Class Resort which hosts such events as this and to increase the number of events in the Summer.

Conclusions of Law:

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

Conditions of Approval:

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

PASSED AND APPROVED this 24th day of April, 2003.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Estimated Fees

PARK CITY 1884

ESTIMATED SERVICE FOR:	DATE OF EVENT: July 14 - July 26, 2003
Triple Crown Sports Softball	

DATE	SERVICE DESCRIPTION	Total
	Special Events Office	
	Application Fee	$50.00
	Building Department	
	Inspection Fee, $15.00 per hour	$30.00
	Tent Permit 15' x 25' @ .20/square foot	$540.00
	Streets Department	
	Barricade Rental, 30 @ .38/per barricade/day	$360.00
	Barricade Drop and Pick-up Fee	$150.00
	Electronic Signs @ $120/day	$720.00
	Parks Department	
	Extra Trash Containers @ $15.00/hour	$90.00
	Trash Removal @ $15.00/hour	$540.00
	TOTAL	$2,450.00

Any additional items to be reviewed would increase the total amount.

CITY COUNCIL REPORT

DATE: April 24, 2003
DEPARTMENT: Planning Department
AUTHOR: Derek Satchell
TITLE: 10 Daly Avenue - Subdivision
TYPE OF ITEM: Subdivision Plat

SUMMARY RECOMMENDATIONS: Staff requests that the City Council conduct a public hearing, consider public input, and approve the subdivision to combine portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way of the amended Park City Survey, into one lot of record, as conditioned herein.

A. PROJECT STATISTICS

Applicant:	Susan Williams
Location:	10 Daly Avenue
Proposal:	Subdivision
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Historic and Contemporary Residential Buildings
Date of Application:	February 25, 2003

B. BACKGROUND

On February 25, 2003, the Planning Department received a Subdivision application by the applicant (Susan Williams), to combine portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way of the amended Park City Survey, into one lot of record. A portion of the property contains an existing single-family historic dwelling.

The purpose of the subdivision is to accommodate the owner's desire to rehabilitate the existing historic dwelling and construct an addition to the rear. The remainder of the land is currently intended to remain as 'open space,' as explained by the applicant. On April 9, 2003, the Planning Commission forwarded the application to the City Council with a positive recommendation. In addition to this application, the applicant is required to submit a Conditional Use Permit/Development on Steep Slope and Historic District Design Review application for the proposed addition. The CUP application was reviewed and approved by the Planning Commission during the April 9th meeting. The Historic District Design Review application will be submitted pending the outcome of the Subdivision and CUP applications.

C. ANALYSIS

The applicant is proposing to combine portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way , that contains approximately 10,990 square feet. All of the aforementioned property is under the ownership of the applicant. The remnant portions of the aforementioned lots and platted unbuilt rights-of-way are under separate ownership by the adjoining property owners.

The proposed subdivision complies with the HR-1 District regulations as it relates to size and configuration. This proposal does not increase the density on the lot. The proposed lot (70' wide fronting Daly Avenue and 114' wide fronting King Road) is larger, yet similar in configuration and composition to other lots in the immediate area. After reviewing the request, the Planning Department finds that the creation of the new lot is in compliance with the Land Management Code. Planning Staff supports the subdivision. The LMC required front yard setbacks for this property will consist of fifteen feet (15') fronting Daly Avenue, and ten feet (10') fronting King Road.

D. NOTICE

Notice of this hearing was initially sent to property owners within 300' on March 26, 2003, as part of the Subdivision procedure. The property was also properly posted and legally noticed at that time. Since then, the adjoining property owner at 5 King Road telephoned Staff to inquire about the proposed work. However, there have been no significant concerns or objections voiced.

E. DEPARTMENT REVIEW

The Planning, Building, and Engineering Departments have reviewed this request at a Staff Review Meeting held on April 1, 2003. At this meeting, the request was discussed where representatives from local utility companies and City Staff who found the subdivision to be in conformance with all requisite City development codes of which we are currently aware. The Chief Building Official did recommend that the position of the existing historic dwelling be adjusted on the newly created lot a minimum of seven feet (7') to the south (as part of the pending rehabilitation), so as to mitigate existing International Building Code issues raised involving fire separation, snow shed, etc. The City Engineer and City Attorney's Office will review the subdivision prior to recordation.

ALTERNATIVES

A. Approve the proposed subdivision to combine portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way of the amended Park City Survey, into one lot of record, as conditioned herein.

B. Deny the subdivision to retain the original Record of Survey, which would prohibit the applicant from altering the existing structure.

C. Continue the item and request further evaluation from the Staff.

SIGNIFICANT IMPACTS:

The subdivision will result in one (1) lot which will meet the lot requirement for the HR-1 District. The subdivision will not increase the density of the lot.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the subdivision is not approved as proposed, the composition of the property shall remain and the proposed improvements to the existing historic house would be denied.

F. RECOMMENDATION:

The Planning Commission forwarded this application to the City Council with a positive recommendation. Staff recommends that the City Council conduct a public hearing and approve the subdivision to combine portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way of the amended Park City Survey, into one lot of record based on the following:

Findings of Fact:

1. The property is located in the Historic Residential (HR-1) zone.
2. The property consists of portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way, all of which is under the ownership of the applicant.
3. The remaining portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way, are under separate ownership, and not part of this application.
4. The proposed subdivision will create a lot that is approximately 10,990 square feet total, which is larger than any other lot or parcel in the immediate area.
5. The proposed subdivision complies with HR-1 District regulations as it reliates to size and configuration.
6. The proposal does not increase the density on the lot.
7. No remnant lots are created.
8. The existing building is considered to be of local historical significance.
9. The existing building currently maintains a zero lot line side yard setback to the north, adjacent to the property located at 5 King Road.
10. The Chief Building Official has identified specific International Building Code issues which will be addressed under review of the CUP/Development on Steep Slope and Historic District Design Review applications.
11. There is an existing fire separation and snow shed problem among the subject property and the adjacent property located at 5 King Road.
12. The LMC required minimum front yard setback for a lot of the proposed size is fifteen feet (15') fronting Daly Avenue, and twelve feet (12') fronting King Road.
13. The purpose of the subdivision is to accommodate the rehabilitation and addition to the existing historic house.
14. The proposed project will also require approval of a Conditional Use Permit/Development on steep slope and Historic District Design Review application pending the outcome of this subdivision request.
15. The subdivision will not increase density on the lot.
16. The neighborhood is characterized by a mix of historic and non-historic dwellings.
17. The neighbor at 5 King Road has contacted Staff via telephone regarding the proposed development, but has not voiced any concerns or objection to the proposed newly created lot.

Conclusions of Law:

1. There is good cause for the subdivision.
2. Neither the public nor any person will be materially injured by the proposed subdivision.
3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and State subdivision requirements.

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the subdivision for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.
2. Construction of the proposed rehabilitation and addition to the existing historic house at 10 Daly Avenue (as submitted concurrently with this application by the applicant under the pending CUP/Development on a Steep Slope application dated 03/18/03), and forthcoming Historic District Design Review application, shall require the necessary approvals by the City

prior to the issuance of any building permits.

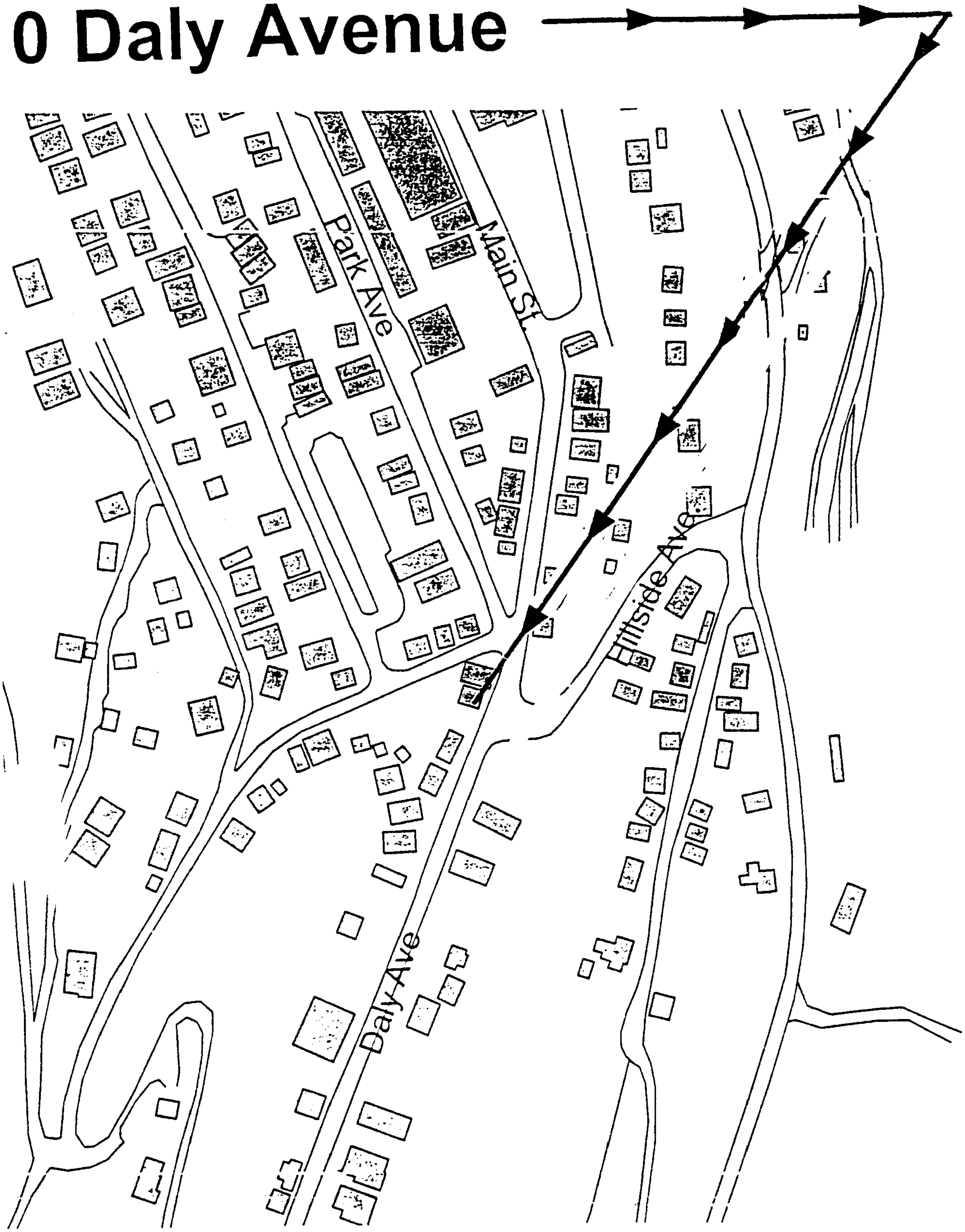
3. A note shall be added to the subdivision plat stating that no accessory apartment(s) shall be permitted as part of the proposed rehabilitated existing historic dwelling located at 10 Daly Avenue.
4. The City Engineer shall review the slope, configuration and drainage pattern of the proposed driveway fronting King Road, as well as the utility plan for the future building. No construction, grading, or construction staging is permitted within the King Road and Daly Avenue rights-of-way without prior approval of the City Engineer.
5. This approval shall expire one year from the date of City Council approval, unless this Subdivision is recorded prior to that date.

Exhibits

Exhibit A - Location Map
Exhibit B - Existing Survey
Exhibit C - Existing Plat
Exhibit D - Proposed Subdivision
Exhibit E - Standard Conditions of Approval

M:\CDD\DS\COUNCIL\2003\reports\10dalySub.wpd

10 Daly Avenue



PARK CITY 1884

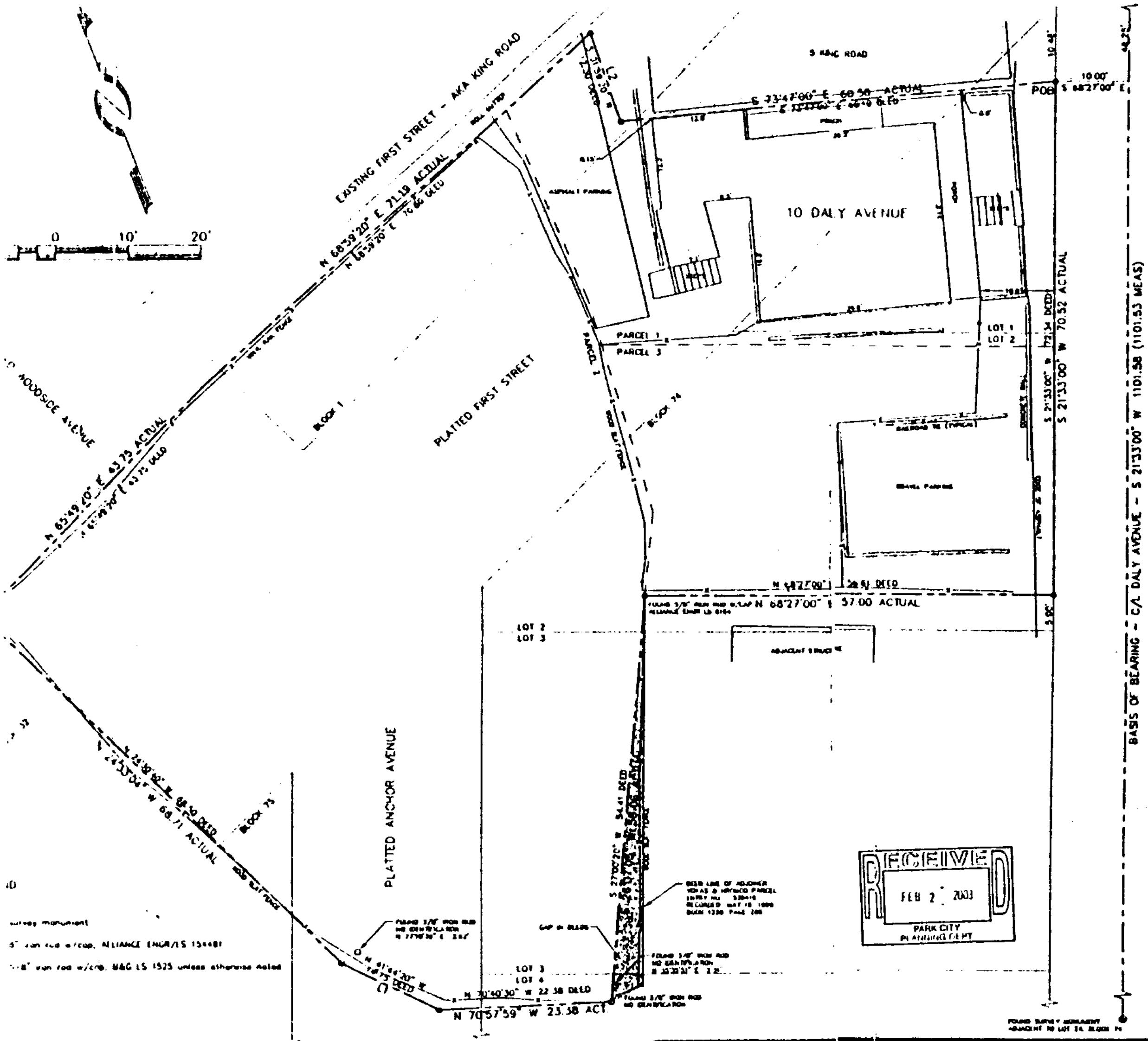
Exhibit A
Vicinity Map

N

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that a survey of the following described property was performed under my direction.

John Demkowicz — 2/19/03
Date

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah



E	BEARING	DISTANCE
	N 42°00'12" W	14.61
	S 01°59'20" W	12.54

RECEIVED FEB 2 2003 PARK CITY PLANNING DEPT

SURVEY DESCRIPTION

Beginning at a point on the westerly right of way line of Daly Avenue South 21°33'00" West 10.48 feet from the north corner of Lot 1, Block 74, Millsite Reservation to Park City Survey, according to the official plat thereof on file and of record in the office of the recorder, Summit County Utah, and said South 21°33'00" West 48.25 feet and North 68°27'00" West 10.00 feet from survey monument located at the intersection of Daly Avenue, Main Street & First Street; and running thence along the right of way line South 21°33'00" West 70.52 feet to a point North 21°33'00" East 5.00 feet from the southeast corner of Lot 2, Block 74, and on the northerly line of a parcel as deeded to Joseph Vokes, Rosecorn Vokes and David Hramco, Entry #538418, Recorded 5-18-99, Book 1259, Page 286, thence along the northerly line of the Vokes/Hramco Parcel North 68°27'00" West 57.00 feet to the northwest corner of said parcel and a found 5/8" iron rod with cap "Alliance Engr - LS 6164", thence South 20°07'05" West 38.08 feet to a found 5/8" iron rod; thence North 70°57'59" West 23.38 feet to a found 5/8" iron rod with cap "B&C - LS 1525" and on the easterly line of Lot 1 of The LaClare Plat Amendment, Entry #552036, Recorded 11-03-99, thence along the easterly line of Lot 1 of The LaClare Plat Amendment the following two (2) courses: 1) North 42°00'12" West 14.61 feet to a found 5/8" iron rod with cap "B&C - LS 1525"; thence 2) North 24°33'04" West 68.71 feet to a found 5/8" iron rod with cap "B&C - LS 1525"; thence North 65°49'20" East 43.75 feet, thence North 68°59'20" East 71.19 feet to a point on the westerly line of a parcel as deeded to Daniel and Connie Nielsen, Entry #534588, Recorded 4-02-99, Book 1243, Page 829, thence along the Nielsen Parcel the following two courses: 1) South 01°59'20" West 12.54 feet to a found 5/8" iron rod with cap "B&C - LS 1525", thence 2) South 73°47'00" East 60.50 feet along the north side of the Williams house and the south line of the eaves of the Nielsen house to the Point of Beginning.

DEED DESCRIPTION

PARCEL 1

BEGINNING at a point South 21°33' West 8.66 feet from the Northernmost corner of Block 74, Millsite Reservation to Park City, and running thence South 21°33' West 38.34 feet to the Southernmost corner of Lot 1 of said Block 74; thence North 68°27' West 62.91 feet, thence North 4°28' East 6.7 feet; thence North 1°03' West 27.50 feet to a line of an old fence on the South side of First Street (also known as Seventh Street and King Road); thence North 68°50'20" East along said line 15.60 feet; thence South 1°59'20" West 12.30 feet, thence South 73°47' East along the North side of the Williams House and the South line of the Eaves of the Baxter House 60.10 feet to the point of BEGINNING

PARCEL 2

BEGINNING at a point on an old fence line on the Southerly line of 7th Avenue or King Road (as it is also known), said point being North 78°22'40" West 76.80 feet from the Northernmost corner of Block 74, Park City Survey, and running thence South 68°50'20" West along said fence line 55.20 feet; thence South 24°30'40" East 68.50 feet; thence South 41°44'20" East 14.75 feet thence South 70°40'30" East along an old fence line 22.38 feet, thence North 27°00'20" East 68.33 feet; thence North 4°28' East 31.95 feet, thence North 1°03' West 27.50 feet to the point of BEGINNING.

PARCEL 3

BEGINNING at a point North 21°33' East 5.00 feet from the Southeast corner of Lot 2, Block 74, Millsite Reservation to Park City, and running thence North 21°33' East along the East line of said Lot 2, 36.00 feet to the Northeast corner of said Lot 2, thence North 68°27' West along the North line of said Lot 2, 82.91 feet to the East line of that property as deeded to Thomas W. Williams and Susan B. Williams in that certain Quit-Claim Deed recorded May 20, 1968 in Book M-21 at Page 283 in the Summit County Recorder's Office, thence South 4°28' West along said East line 25.25 feet; thence South 27°00'20" West along said East line 11.92 feet; thence South 68°27' East 38.62 feet to the point of BEGINNING.

Alliance Engineering Inc. (435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

STAFF:	SHEET	
DAVID CONSTABLE MARTY MORRISON MARSHALL KING	1 OF 1	BOUNDARY SURVEY 10 DALY AVENUE BLOCK 74, PARK CITY SURVEY
DATE: 2/18/03		FOR: SUSAN WILLIAMS JOB NO.: 2-12-02 FILE: Y:\PCS\dwg\srvy\srvy02\021202.dwg

Exhibit B - Existing Survey

37

Address

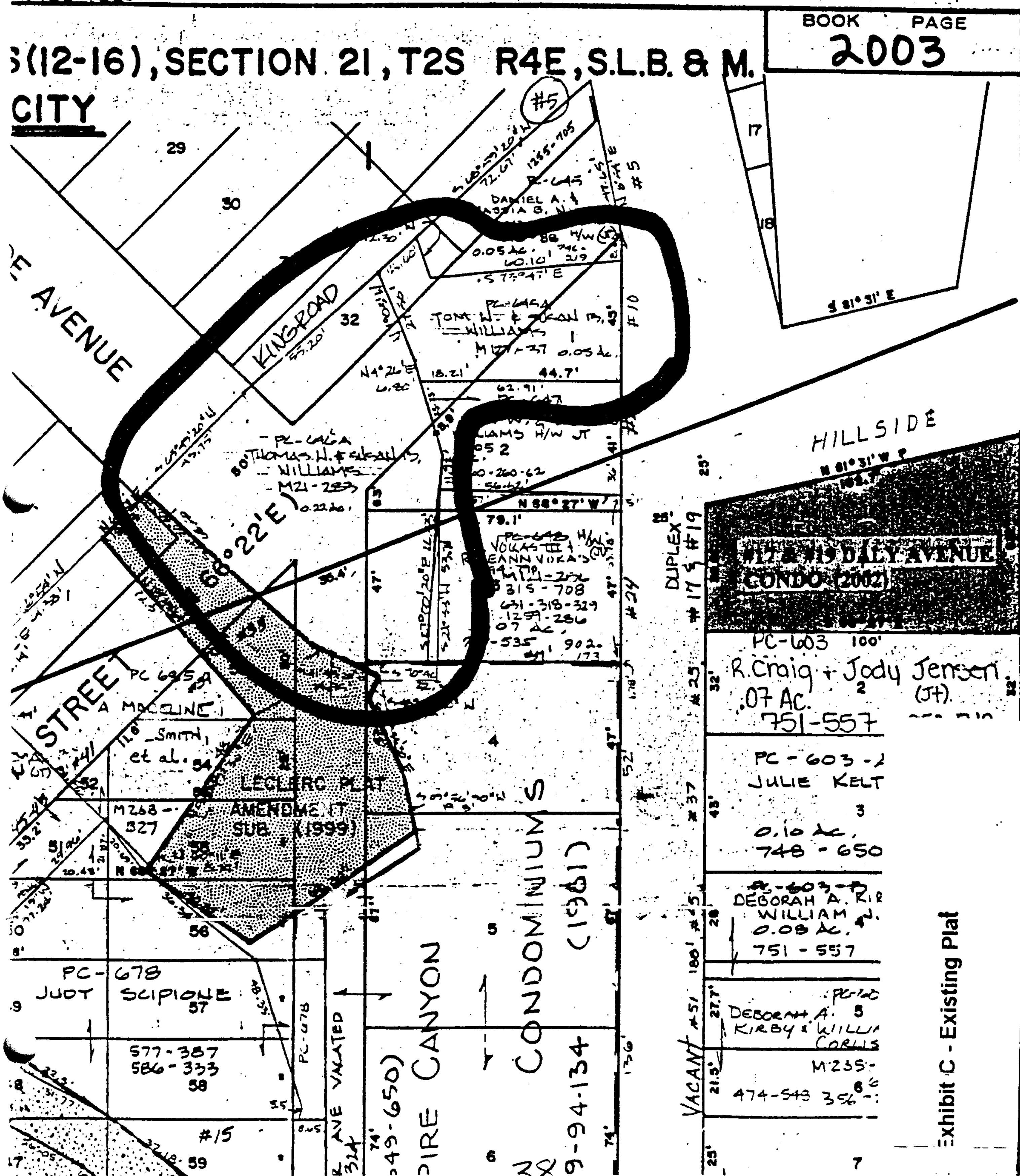


Exhibit C - Existing Plat

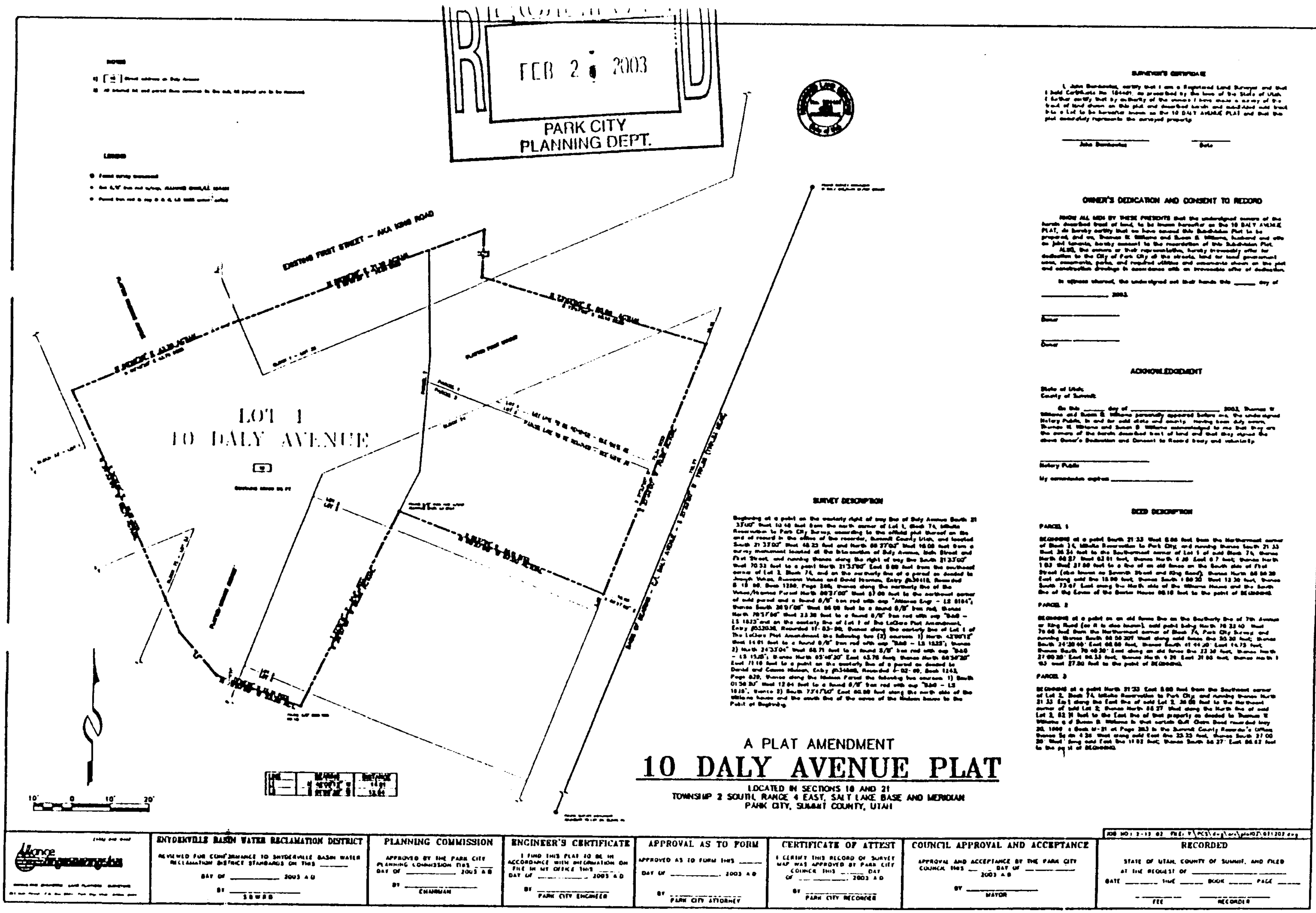


Exhibit D - Proposed Subdivision

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of project approval.

2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 9, Architectural Review); Uniform Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.

3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.

4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.

5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Community Development Department, Planning Commission, or Historic District Commission prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit, must be specifically requested and approved by the Community Development Department, Planning Commission and/or Historic District Commission in writing prior to execution.

6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Community Development Department. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.

7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Community Development Department prior to issuance of a footing and foundation permit. This survey shall be used to assist the Community Development Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Community Development Department, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of

Exhibit E - Standard Conditions of Approval

disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.

9. Any removal of existing building materials or features on historic buildings, shall be approved and coordinated by the Planning Department prior to removal.

10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.

11. Final landscape plans, when required, shall be reviewed and approved by the Community Development Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the <u>Land Management Code</u>, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.

12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City <u>Design Standards, Construction Specifications and Standard Drawings</u>. All improvements shall be installed or sufficient guarantees, as determined by the Community Development Department, posted prior to occupancy.

13. The Snyderville Basin Sewer Improvement District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Sewer Improvement District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14. The planning and infrastructure review and approval is transferrable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.

15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.

16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the <u>Land Management Code</u>, or upon termination of the permit.

17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Community Development Department. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.

Ordinance No. 03-

AN ORDINANCE APPROVING 10 DALY AVENUE SUBDIVISION TO COMBINE PORTIONS OF LOTS 1-4 OF BLOCK 74; PORTION OF LOT 53 OF BLOCK 75; PORTION OF LOT 1 OF BLOCK 32; AND PORTIONS OF PLATTED UNBUILT FIRST STREET, ANCHOR AVENUE & WOODSIDE AVENUE RIGHTS-OF-WAY OF THE AMENDED PARK CITY SURVEY, INTO ONE LOT OF RECORD LOCATED AT 10 DALY AVENUE, PARK CITY, UTAH

WHEREAS, the owner of portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way, has petitioned the City Council for approval of a revision to the final plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 9, 2003, to receive input on the proposed subdivision;

WHEREAS, the Planning Commission, on April 9, 2003, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 24, 2003, the City Council held a public hearing to receive input on the proposed subdivision; and

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

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

SECTION 1. FINDINGS. The following findings are hereby adopted.

1. The property is located in the Historic Residential (HR-1) zone.
2. The property consists of portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way, all of which is under the ownership of the applicant.
3. The remaining portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way, are under separate ownership, and not part of this application.
4. The proposed subdivision will create a lot that is approximately 10,990 square feet total, which is larger than any other lot or parcel in the immediate area.
5. The proposed subdivision complies with HR-1 District regulations as it reliates to size and configuration.

6. The proposal does not increase the density on the lot.

7. No remnant lots are created.

8. The existing building is considered to be of local historical significance.

9. The existing building currently maintains a zero lot line side yard setback to the north, adjacent to the property located at 5 King Road.

10. The Chief Building Official has identified specific International Building Code issues which will be addressed under review of the CUP/Development on Steep Slope and Historic District Design Review applications.

11. There is an existing fire separation and snow shed problem among the subject property and the adjacent property located at 5 King Road.

12. The LMC required minimum front yard setback for a lot of the proposed size is fifteen feet (15') fronting Daly Avenue, and twelve feet (12') fronting King Road.

13. The purpose of the subdivision is to accommodate the rehabilitation and addition to the existing historic house.

14. The proposed project will also require approval of a Conditional Use Permit/Development on steep slope and Historic District Design Review application pending the outcome of this subdivision request.

15. The subdivision will not increase density on the lot.

16. The neighborhood is characterized by a mix of historic and non-historic dwellings.

17. The neighbor at 5 King Road has contacted Staff via telephone regarding the proposed development, but has not voiced any concerns or objection to the proposed newly created lot.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned subdivision, that neither the public nor any person will be materially injured by the proposed subdivision and that the proposal is consistent with both the Park City Land Management Code and State subdivision requirements.

SECTION 3. SUBDIVISION APPROVAL. The subdivision to combine portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way, known as the 10 Daly Avenue Subdivision, is approved as shown on Exhibit B, with the following conditions:

1. City Attorney and City Engineer review and approval of the subdivision for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.
2. Construction of the proposed rehabilitation and addition to the existing historic house at 10 Daly Avenue (as submitted concurrently with this application by the applicant under the pending CUP/Development on a Steep Slope application dated 03/18/03), and forthcoming Historic District Design Review application, shall require the necessary approvals by the

City prior to the issuance of any building permits.

3. A note shall be added to the subdivision plat stating that no accessory apartment(s) shall be permitted as part of the proposed rehabilitated existing historic dwelling located at 10 Daly Avenue.

4. The City Engineer shall review the slope, configuration and drainage pattern of the proposed driveway fronting King Road, as well as the utility plan for the future building. No construction, grading, or construction staging is permitted within the King Road and Daly Avenue rights-of-way without prior approval of the City Engineer.

5. This approval shall expire one year from the date of City Council approval, unless this Subdivision is recorded prior to that date.

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

PASSED AND ADOPTED this 24th day of April, 2003.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

COUNCIL AGENDA REPORT

DATE: April 24, 2003
DEPARTMENT: Finance
AUTHOR: Lori W. Collett, Finance Manager
TITLE: Banking Services Contract
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS:

Authorize staff to enter into a contract in a form to be approved by the City Attorney's Office with Zions Bank for basic banking services. The initial term of the contract will be for one year with two renewable two-year terms for a total contract length of five years.

DESCRIPTION:

A. Topic: Banking Contract

B. Background:

On February 24, 2003, the City sent out a Request for Proposal (RFP) for banking services to seven local banks: Bank One, Wells Fargo Bank, Frontier Bank, Key Bank, Mountain West Bank, US Bank and Zions Bank. The City also advertised the RFP in the local newspaper. Between February 24 and March 12, 2003, staff responded to questions about the RFP from Bank One, Wells Fargo Bank, Key Bank, US Bank and Zions Bank. At the close of business on March 21, 2003, the City had received proposals from Bank One, Wells Fargo Bank, Key Bank, US Bank and Zions Bank.

C. Analysis:

The financial institutions had to meet the following conditions in order to submit a proposal:

- must be a federally or State of Utah chartered financial institution with a full-service branch located within the Park City limits, and
- must be a qualified depository for public funds pursuant to the Utah State Money Management Act.

The five financial institutions submitting proposals met the above conditions. All proposals were substantially complete. All the financial institutions have relevant experience managing public agency banking services and will provide an employee-banking package for the City's employees that utilize direct deposit. The table below summarizes the estimated average monthly cost per each bid for basic banking services. The proposal locks in the fee structure for the first three years of the contract.

Services Provided	Zions	Key Bank	Wells Fargo	US Bank	Bank One
Monthly Account Maintenance	0.00	82.30	161.50	94.80	115.00
Deposit Services	270.40	390.73	1,354.48	1,253.46	1,104.15
Wire Services & Direct Deposit	143.80	82.90	185.00	116.88	93.86
Information & Reporting Service	45.00	197.50	24.95	111.20	220.00
Misc. Services	82.25	213.13	460.80	105.84	94.50
Safekeeping Services	21.00	68.00	48.00	89.00	No Bid
Total Monthly Estimated Cost	$ 562.45	$1,034.56	$2,234.73	$1,771.18	$1,627.51

It is clear from the table above that Zions' proposal is the best price choice for the City's basic banking services. Zions is currently the City's bank. Staff has been satisfied with the service received from Zions over the past five years. The table above does not include costs for Merchant Services (credit card processing). The City pays a percentage plus a "per item" fee on each credit card transaction that is processed. Almost all of this fee is passed along to the credit card processing company and is not kept by the bank. Bids for Merchant Services were proposed separately from the basic banking services because Wells Fargo Bank is currently the Merchant Services provider under contract for the State of Utah. As with all State purchasing contracts, the City is eligible to receive the same pricing as negotiated by the State. The State Merchant Services contract provides the most favorable cost structure when compared to the other proposing financial institutions. Depending on the volume of credit card payments to the City, the annual Merchant Services fees under the State contract will range from $30,000 to $35,000. Staff recommends that Zions be awarded the contract to furnish the City's basic banking services for the next five years effective May 18, 2003. In addition, staff recommends that the City utilize the State contract with Wells Fargo Bank for Merchant Services.

D. Department Review: This report has been reviewed by the City Attorney's Office and the City Manager's Office.

ALTERNATIVES:

A. **Approve the request:** The City Council could approve the contract for basic banking services in a form to be approved by the City Attorney's Office with Zions and approve utilizing the State contract for Merchant Services. This is the recommended action.

B. **Deny the request:** The City Council could deny the request. This would require a "rebid" of the contract for banking services. Because the City's current banking contract expires on May 17, 2003, the City Council would need to extend its current contract with Zions until a new RFP process could be completed.

C. **Continue the item:** The City Council could continue the item until the May 1, 2003, meeting and still take action on this item prior to the expiration of the current contract. Continuing the item past May 15, 2003, would require a contract extension with Zions.

D. Do Nothing: Same as continuing the item.

SIGNIFICANT IMPACTS: The annual cost of the contract for basic banking services is roughly $6,750.00 per year depending upon the banking services selected by the City. Funds are budgeted in the Finance Department budget for these services. The annual cost of the State contract for Merchant Services is between $30,000 to $35,000 per year depending upon the volume of credit card transactions. Funds are budgeted in the Finance Department, Police Department, Library, Racquet Club, Golf Course and Parking Division.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Staff would need to rebid the RFP and this would delay the completion of the banking contract.

RECOMMENDATION: Authorize staff to enter into a contract in a form to be approved by the City Attorney's Office with Zions Bank for banking services and approve utilizing the State contract for Merchant Services.

CITY COUNCIL REPORT

DATE: April 24, 2003
DEPARTMENT: Planning Development
AUTHOR: Kirsten Whetstone, Senior Planner KHW
TITLE: Summit County Contract for Quinn's Junction Study with Lennertz, Coyle and Associates, LLC
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS Approve the Summit County Contract for Quinn's Junction Study with Lennertz, Coyle and Associates, LLC, with Park City as a Third Party Beneficiary and responsible for Fifty Percent of the Contract Costs.

DESCRIPTION

A. Topic Summit County Contract for Quinn's Junction Study

B. Background The Summit County Board of Commissioners, at their July 18, 2002 meeting, adopted and signed a Resolution to authorize a joint study of the Quinn's Junction area with both jurisdictions funding the study. On August 1, 2002, the Park City Council adopted Resolution 12-02 establishing a joint planning process for PCMC and Summit County to study land use patterns and future land use options for the Quinn's Junction Area.

Each jurisdiction will fund up to $50,000 each for related expenses to conduct the study. A starting date of April 28, 2003 is anticipated. It is estimated to take approximately six months to complete the study and recommendations. This study will supplement recent amendments to the Snyderville Basin General Plan providing a greater level of detail for future land use decisions for both jurisdictions.

A Letter of Intent was signed by both Planning Commissions and sets forth the process for developing the Interlocal Planning Agreement and the specific work program (attached to the Contract).

C. Analysis Even though Quinn's Junction and the surrounding area are entirely in the County and outside the City limits, it is a critical entry corridor to Park City. This is an opportunity for the City to work directly with Summit County on a joint planning effort for this important area. Each Planning Commission has appointed three representatives to serve on the technical committee for the study. The County and City Staff have finalized the work program and have selected a consultant to assist with the work. The work program will provide for stakeholder involvement as well as opportunities for the general public to review and offer suggestions as the study progresses. An intensive 4 day design charrett will be a significant part of the study. A draft report is anticipated by the end of August, 2003.

D. **Department Review** This request has been reviewed by Planning, Legal, and Administrative Departments.

ALTERNATIVES

1. Approve the Summit County Contract for the Quinn's Junction Study with Lennertz, Coyle, and Associates, LLC with Park City as a Third Party Beneficiary and responsible for Fifty Percent of the Contract Costs. This is the Staff's recommended alternative.

2. Deny the request and give staff direction.

3. Modify the request.

SIGNIFICANT IMPACTS The City has entered into an Interlocal Cooperation Agreement with Summit County which established a joint planning process for PCMC and Summit County. The recommended action formalizes the Contract with the consulting group to enable them to proceed with the Study. As described previously to the Council, the City's matching share of funding for this request could be as much as $50,000, although neither organization expects the cost to be that high. The Planning Department budget has approximately $37,000 in the 2002-2003 budget for planning consulting services. Since the consulting service budget has been previously approved by the City Council, no formal action is necessary. However, if the City's share of the study exceeds 20% of this amount in this fiscal year, additional Council approval will be needed per City budget policies.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION The plan for Quinn's Junction would be developed without Park City's direct participation.

RECOMMENDATION Approve the Summit County Contract for the Quinn's Junction with Lennertz, Coyle, and Associates, LLC, with Park City as a Third Party Beneficiary and responsible for Fifty Percent of the Contract Costs.

Attachments:
A. Contract

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SUMMIT COUNTY CONTRACT

Contracting Parties: This agreement is made between the Summit County Commission, hereinafter referred to as "Commission" for and behalf of the Community Development Department, Planning Division and Lennertz, Coyle and Associates LLC, hereinafter referred to as "Contractor."

Purpose: To provide services as a consultant to the Community Development Department of Summit County specifically working with the Quinn's Junction Area Study.

Contract Term: April 28, 2003 through August 8, 2003

GENERAL PROVISIONS

1. Services. Contractor agrees to perform services on behalf of the Summit County Community Development Department, Planning Division, under the direction of Michael Barille, Planning Director, hereinafter referred to as "Barille", and Park City Municipal Corporation, Planning and Zoning Administrator, Pat Putt, hereinafter referred to as "Putt", pursuant to the Interlocal Agreement dated July 18, 2002.

   Duties, responsibilities and time line included are outlined in attachment A.

2. Compensation. As compensation for all services, the Commission agrees to pay the Contractor according to attachment B

   Upon the termination of this contract the County may withhold monies from payment if the Contractor has outstanding obligations owed to the County. The County will withhold the payment from the final time accounting period if the Contractor fails to return County property in their possession.

   It is understood by the parties that all compensation provided hereunder includes monies for materials, supplies, equipment, mileage and all travel. Expenses for out of state travel is negotiable. The contractor shall have no expectation to any further remuneration. It is further understood by the parties that all compensation provided hereunder shall not include deductions for FICA, Federal and State income tax and shall not include retirement benefits, health benefits or holiday pay leave. It is further understood that Contractor shall not be entitled to any other fringe benefits or salary reimbursements not stated within this contract.

   Mr. Steven Coyle, will be the primary contact and project manager for the Contractor. Mr. Coyle will not be removed from the project team without the consent of Barille and Putt.

EXHIBIT A.

3. Reporting Responsibility: It is understood by the parties that the Contractor is in all respects an independent contractor subject to the inspection of the Commission or their designee in the performance of duties described hereunder.

4. Contract Performance: Contractor agrees that during all duty periods, they will devote his time, skill and best efforts to the duties requested by Barille and Putt: that they will not engage in any other business or sideline during such periods that would interfere or conflict with any of the duties of this contract: and that they will willingly obey all rules, regulations and special instructions given by Barille and Putt.

5. Third Party Beneficiary: It is expressly understood by the parties that pursuant to the Interlocal Agreement, Park City Municipal Corporation is paying half of the Compensation to the Contractor and therefore is a third party beneficiary of this contract. Park City shall have a right to enforce the terms of the agreement and copies of all recommendations, reports and any other work product.

6. Contract Termination:

The Commission expressly reserves the right to terminate this contract:

a. For cause, including misfeasance or malfeasance of the responsibilities of the position as attached, and violation of law.

b. Non-appropriation: The failure of the Commission to annually appropriate sufficient money to fully fund its obligations pursuant to this contract, including without limitation the obligations set forth herein, then this contract shall be considered to have been terminated by the Commission without cause.

Either the Contractor or the Commission shall have the respective right to terminate this agreement without cause, at any time, with thirty days notice, by notifying the other in writing of said termination, whereupon Contractor shall be paid for his services rendered to that date.

DATED this 23rd day of April, 2003

Contractor

Shauna Kerr
Chair, Summit County Commission

Approved as to form:

Jami Brackin
Deputy County Attorney

Susan T. Follett
Summit County Clerk

* Attachment A will be delivered under separate cover.

Attachment B

DRAFT PHASE, PROGRAM, DELIVERABLES, TIMING AND BUDGET
QUINN'S JUNCTION JOINT PLANNING PROGRAM

Phase/Program	Deliverables	Timing	Budget
Phase 1		4/21 –5/21	$15,000
I. Data Gathering	1. Map of collected data in digital form.		
II. Analysis of Constraints to Development			
III. Review of General Plan Concepts, Principles & Policies	2. Brief narrative utilizing a SWOT format to analyze compatibility of jurisdictional Plans and Codes.		
Phase 2		5/21-7/7	$20,000
IV. Stakeholder Participation Interviews			
V. Input from other Affected Parties			
VI. Feedback	1. Written report and presentation to Joint Committee and Technical Team on the findings of data and input from Program Items 1-V. 2. Press release document summarizing progress and findings to date.		
Phase 3		7/7-8/11	$50,000
VII. Creation of Potential Development Scenarios	(Charrette dates 7/28-31)		
VIII. Scenario Selection/ Refinement	1. Maps and report summarizing the design Charrette process, and a SWOT analysis of each potential development option or scenario. 2. Suggest and conduct a process for choosing a preferred development scenario.		
Phase 4		8/11-9/22	$15,000
IX. Analyze Impact of Preferred Development Scenario			
X. Prepare Recommendations	1. Refined report including: • The required analysis items for the preferred development scenario; • A narrative summarizing the findings and supporting the preferred scenario. 2. Final land use maps 3. Action plan for implementation of the preferred scenario; 4. Upon approval, initial actions towards implementation of the preferred scenario.		
All Phases		4/21-9/22	$100,000

Note: The Portland Consultants will make four trips to Summit County; so local event will be consolidated to coincide with these visits. The County and/or City shall organize, announce and host all public events, assisted by, but not lead or managed, the Consultants.

June 3, 2002

RESOLUTION NO. 2002-18

RESOLUTION ADOPTING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SUMMIT COUNTY AND PARK CITY MUNICIPAL CORPORATION FOR A JOINT PLANNING PROCESS OF THE QUINN'S JUNCTION AREA

WHEREAS, Summit County and Park City Municipal Corporation (PCMC) have interests in managing urban development in the Quinn's Junction area as illustrated on Exhibit A; and

WHEREAS, both parties recognize that the Quinn's Junction area is experiencing urban development pressure including increases in applications for development approvals, and that both entities have valid concerns with the nature, phasing and timing of future development and the manner in which services are provided; and

WHEREAS, both parties recognize that development approvals may have impacts on both Summit County and PCMC; and both parties also agree that it is in the best interests of a master planning process that no new development proposals in the study area identified by Exhibit A be processed until the study is complete. Also that existing proposals in the study area receive no additional approvals until such time that criteria for reviewing and evaluating these requests are developed with opportunity for input from property owners, residents and the Planning Commissions and Staffs for both PCMC and Summit County; and

WHEREAS, both parties also recognize that future development in the Quinn's Junction area may impact the ability of Summit County and PCMC to provide infrastructure and services; and

WHEREAS, Summit County and PCMC recognize their common interests and desires are to protect the environmental and aesthetic attributes of the Quinn's Junction entry corridor; and

WHEREAS, development occurring in the Quinn's Junction vicinity should occur in a manner that respects and recognizes the natural amenities, infrastructure capabilities, and unique qualities of the area; and

WHEREAS, it is in the best interests of both Summit County and PCMC that development occurs in the Quinn's Junction area which results in the efficient delivery of governmental services and infrastructure by either or both entities; and

WHEREAS, Summit County and PCMC recognize the importance of maintaining a balance between potential new sources of economic development and the conditions necessary to preserve the existing resort and agricultural elements of the economy; and

WHEREAS, it is the intent of Summit County and PCMC that development occurring adjacent to PCMC's municipal boundary be consistent, where practicable, with the development objectives of both jurisdictions; and

WHEREAS, both Summit County and PCMC have developed and adopted general plans, including the Snyderville Basin General Plan and the Park City General Plan, identifying the public goals and policies for their respective jurisdictions;

NOW, THEREFORE, BE IT RESOLVED that Summit County and PCMC enter into this Agreement under the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann.§11-13-1 to -37, to foster the legitimate interest of Summit County and PCMC actively working together to manage growth and development in the Quinn's Junction area. The parties therefore agree as follows:

1. <u>**PURPOSE OF THE INTERLOCAL COOPERATION AGREEMENT - SUMMIT COUNTY AND PCMC - RECOMMENDATIONS AND ACTIONS**</u>. It is the purpose of this Interlocal Cooperation Agreement to secure for the citizens of Summit County and PCMC, coordinated and cost effective management of growth and development, especially as it relates but is not limited to, the provision of necessary services, roads, storm drainage, flood control works, parks and recreation facilities, water quantity and availability, water quality and water storage, pedestrian paths, open space and trail networks, police and sheriff services, fire protection and other infrastructure, services and amenities and the equitable levying of growth induced costs upon new development in the Quinn's Junction Area.

The need for joint planning and the preparation of a land use study of the Quinn's Junction area is based upon the following factors, among others:

(a) The likelihood that development, the provision or extension of capital improvements, or land use regulations will have significant impacts across jurisdictional boundaries.

(b) The determination of which public facilities and services should be provided by which jurisdiction(s); and

(c) The joint familiarity of the County and PCMC with development proposals and the establishment of compatible development standards and patterns for future growth to follow further increases in the well-being, health and safety of County and PCMC residents.

2. <u>**LAND USE PLANNING RESPONSIBILITY**</u>. The land use planning authority for lands outside the PCMC corporate boundary, as shown on Exhibit A, is the responsibility of

Summit County. Within the corporate boundaries of PCMC, as shown on Exhibit A, the land use planning authority is the responsibility of PCMC.

3. **ORGANIZATION**. The Quinn's Junction study shall be coordinated jointly by the Summit County Community Development Director and the Park City Community Development Director, or their designees. An advisory subcommittee consisting of three (3) members each, of the Snyderville Basin Planning Commission and the Park City Planning Commission shall be appointed by each Planning Commission to provide assistance to the planning staff with the preparation of the scope of work for the Study. The joint subcommittee of the Snyderville Basin Planning Commission and the Park City Planning Commission, therefore, will meet as the need determines, to prepare parameters for a study of the Quinn's Junction area which will evaluate existing and potential future land use, infrastructure, governmental services, the timing, location and extent of future development, and other planning issues related to development proposals, applications, general plan amendments, or other issues concerning the future development of the Quinn's Junction area. The subcommittee shall also assist in the review and evaluation of the technical reports produced during the Study, and may be called upon to attend public meetings with property owners, and area residents. It is anticipated that a request for qualifications (RFQ) and\or a request for proposals (RFP) will be issued in order to contract a qualified consultant to assist with administering the process, compiling the information requested, and drafting a set of recommended guidelines derived from the parameters established by the advisory subcommittee and planning staffs. A final choice of consultants will be made jointly by the directors after a recommendation from the advisory subcommittee. All conclusions and recommendations of the Study shall be forwarded to the Snyderville Basin Planning Commission and the Park City Planning Commission for final review and recommendation to the governing bodies of Summit County and PCMC.

4. **QUINN'S JUNCTION JOINT PLANNING AREA.** The area affected by this Agreement consists of the incorporated area of PCMC, and the unincorporated area of the Snyderville Basin in Summit County as shown on Exhibit A.

5. **REVISIONS AND MODIFICATIONS**. Modifications to this Agreement may be made from time to time in writing, with the approving resolutions/ordinances of the governing bodies of the County and PCMC. This Agreement may be terminated by either of the parties by written notice.

6. **FINANCING**. Summit County and PCMC are operating independently from each other, with the understanding that eligible costs to conduct the study of the Quinn's Junction area will be equally shared by each jurisdiction with costs not to exceed fifty thousand dollars by either jurisdiction ~~unless agreed~~ to in writing. Additionally, before a contract for work is awarded, a performance based contract based on the needs identified by the advisory subcommittee will be prepared for approval by the Development Directors or their designees.

7. **SEPARABILITY**. If any portion of this Agreement or its application to specific

circumstances is held invalid by a court of competent jurisdiction, the remainder of the Agreement and its application to other circumstances shall be unaffected.

8. **NO SEPARATE ENTITY**. This Agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment of this Agreement. Both parties are cooperating jointly together to exercise their individual powers and privileges.

9. **TERM OF AGREEMENT.** This Agreement shall have an initial term of one (1) year, and may be renewed by resolutions of the governing bodies of the County and PCMC. The roles and responsibilities of both parties shall be as set forth herein and this Agreement is limited in its scope and effect as identified.

10. **DEVELOPMENT APPROVALS**. The parties hereby agree and covenant that during the term of this agreement, no development approvals and/or applications shall be considered on property within the study area (Exhibit A). The parties further agree that no *ex-parte* communication between a single party and developer or property owner will occur without the prior consent of the other party to this agreement.

PASSED AND ADOPTED this 18 day of July, 2002.

SUMMIT COUNTY

Chairman

Attest:

Summit County Clerk

STATE OF UTAH COUNTY CLERK SUMMIT COUNTY

Approved as to form:

Attorney for Summit County

PASSED AND ADOPTED this 1 day of August, 2002.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Mayor Dana Williams

Attest:

Janet M. Scott
City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

Approved as to form:

Attorney for Park City

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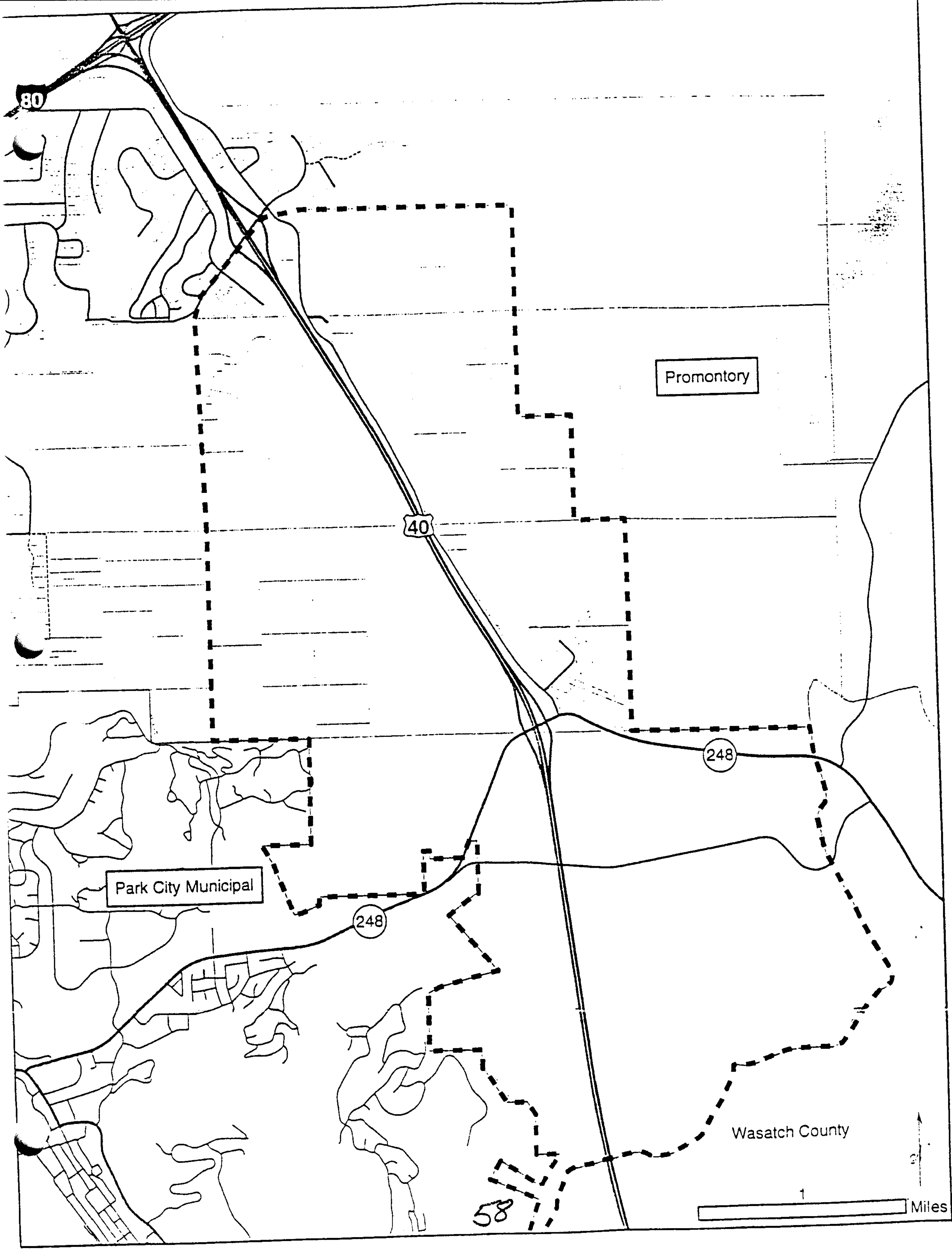
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LETTER OF INTENT

Snyderville Basin Planning Commission and Park City Planning Commission
Joint Planning Effort for Quinn's Junction Area Plan
March 2002

Purpose:

The purpose of the Letter of Intent is to clarify the understanding of the Snyderville Basin Planning Commission (SBPC) and the Park City Planning Commission (PCPC) pursuant to a joint planning effort for the area surrounding Quinn's Junction located at the intersections of State Highways 248 and 40. SBPC and PCPC agree in concept to the following work program and cost sharing contingent upon further discussion and approval of the Summit County Board of Commissioners and the City Council of Park City. The following concepts and ideas are not binding on the parties of this Letter of Intent until an Interlocal Planning Cooperation Agreement is approved by the appropriate jurisdictions.

Inter-governmental Joint Planning Principals:

1. The Snyderville Basin and Park City have mutual interests in managing growth and development so as to preserve our health, safety and welfare, critical natural features and our desirable quality of life.

2. The Park City General Plan has specific policies addressing "Joint Planning Areas", of which the Quinn's Junction Area is included, and the Plan strongly encourages working with Summit and Wasatch Counties on regional planning issues.

3. The Snyderville Basin General Plan acknowledges the desire to work with Park City "to achieve objectives important to both entities such as the provision of affordable housing, open space corridors along major highways, a community-wide trails network and a hospitable ambiance for promoting tourism".

4. The Snyderville Basin Planning Commission and the Park City Planning Commission are often faced with similar issues which could be more effectively resolved with cooperative planning policies and principals relating to those areas bordering Park City which are of mutual concern, thereby providing a more unified voice for both planning commissions.

5. Policy 10.14 of the Snyderville Basin General Plan indicates that, "Summit County should cooperate with Park City in achieving common and mutually beneficial objectives, including but not limited to the establishment of a Basin-wide trails network, aesthetically pleasing view corridors along major roadways, promoting a sense of hospitality for the tourist based economy, affordable housing, mass transit, and similar actions".

6. The East Basin Neighborhood Planning Area, as defined in the Snyderville Basin General Plan, establishes that Summit County will work with Park City on annexation and jurisdictional matters related to development in this area. It is Summit County's objective to: 1) ensure proper planning and design, 2) that community benefits, will accrue to the community as a whole, 3) and that the County and its Special Service Districts will not incur any negative fiscal impacts from the cumulative development in this neighborhood.

7. The Park City Planning Commission and the Snyderville Basin Planning Commission are committed to jointly developing a land use concept plan for the area surrounding the intersection of State Highway 248 & 40. This area is contained in the County's East Basin Neighborhood Planning Area and is referred to as the East Corridor by Park City.

8. Numerous meetings of subcommittees of the Snyderville Planning Commission and the Park City Planning Commission have produced mutually acceptable planning concepts and a vision for this planning area. However, these planning concepts have not yet been formalized and adopted by either jurisdiction.

Suggested Joint Planning Cost Sharing and Consultant Selection:

1. The SBPC and the PCPC will establish a task force consisting of members from each commission plus one or more staff members from each commission to prepare a detailed work program for the study of future land uses in the Quinn's Junction Planning Area. This document shall provide the basis for a Request for Qualifications and/or Request for Proposal if it is determined that consulting services will be necessary.

2. SBPC and the PCPC acknowledge that use of consultants or contract employees may expedite essential elements of the study. If consultants or contract employees are used the SBPC and the PCPC shall agree on the selection, estimated cost and work program. Supervision will be provided by the Park City Community Development Department Staff and the Summit County Community Development Department Staff with assistance from the SBPC and the PCPC for project specific tasks.

3. The Summit County Board of Commissioners has authorized up to $50,000 for the study of the Quinn's Junction Planning Area. The PCPC has indicated their support for jointly funding, with the SBPC, the cost of preparing the study and plan. The PCPC will make this recommendation to the City Council of Park City at the earliest opportunity. The maximum amount to be funded by Park City would be $50,000 with the intention of each organization funding an equal amount of the cost. It is agreed there will be no charge for staff time or indirect overhead costs of either agency/organization during the planning phase of the study.

Suggested components for Quinn's Junction Area Plan Work Program:

1. Identify and agree on the extent of the Study Area.

2. Research and identify any existing development agreement, water rights agreements, annexation agreements, pre-annexation agreements or possible development vested rights claims for all property in the Study Area.

3. Establish a public participation process which allows opportunity for property owners and interested citizens to provide suggestions, register concerns and to participate throughout the planning process.

4. Invite current landowners to provide input on proposed plans.

5. Identify the location and type of existing development and utilities crossing or in close proximity to the Study Area.

6. Identify traffic capacity of major roads and highways serving the study area.

7. Identify key visual, environmental and natural resource features in the area to be preserved.

8. Identify and classify any existing environmental health hazards in the area.

9. Create vision statements for the area which are consistent with community input, Park City Municipal Corporation and Summit County General Plans, and which establishes the basis for the location, extent and timing of future land uses.

10. Identify potential sites, consistent with the vision statements, that could possibly accommodate selected future land uses (receiving areas).

11. Determine the optimum timing and jurisdiction for utility extensions into the study area.

12. Identify key community and regional benefits necessary for any development which may be proposed in the study area.

13. Identify significant impacts on the Study Area of approved or proposed development, both in Summit and Wasatch Counties.

Note: Establishing a well-defined boundary or edge to the Park City Municipality.

Proposed Interlocal Planning Cooperation Agreement:

Prior to joint planning funds being expended for consulting services, the SBPC and PCPC will propose an Interlocal Planning Cooperation Agreement for approval by the Summit County Board of Commissioners and the City Council of Park City.

The Interlocal Planning Cooperation Agreement will set forth the responsibilities and expectations of the parties for the work program, consulting services, management and supervision, and cost sharing for the study.

Acknowledgment:

Park City Planning Commission — Date: 4/23/02

Acknowledgment:

Snyderville Basin Planning Commission — Date: 4-9-02

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PARK CITY 1884

DATE: April 21, 2003
DEPARTMENT: Legal
AUTHOR: Mark Harrington
TITLE: Award of Franchise Agreement to Dad's Ice Cream to allow ice cream vending within the public right-of-way for a period not to exceed one year.
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Award a franchise agreement ("Attachment A"), in a form approved by the City Attorney, to Dad's Ice Cream to allow ice cream vending within the public right-of-way for a period not to exceed one year.

DESCRIPTION:

A. Topic:

Street Vendors (a.k.a. Ice Cream Truck): Title 4, Chapter 3, Section 8 of the Municipal Code

B. Background:

In 1997, the City Council amended Title 4, Chapter 3, Section 8 of the Municipal Code to allow limited use of the City's rights-of-way for street vending by ice cream trucks by award of a franchise agreement. Despite the Council's action, the interested vendor, Tom Mohr, never started his proposed business. The current applicant, Dad's Ice Cream, submitted a business license application for a franchise on April 9, 2003. Dad's Ice Cream has operated in the Wasatch Front since 1981 (See Attachment B- Letter 4/15/03).

This application comes at time when several street vending/outdoor dining issue are facing the Council. **See Manager's Report from Jon Weidenhamer.**

C. Analysis:

The main points of the agreement are as follows:

1. TERM/REVOCATION

The term shall not exceed one year. The City retains the right to revoke the franchise if the grantee either violates the term of the agreement or if the City finds the franchise incompatible with traffic or neighborhoods. The Grantee will have one opportunity for a hearing prior to termination, but waives any subsequent rights and the City may make the decision in its sole discretion.

2. FEE

The proposed fee is $100, which is equivalent to the business license fee for construction site vendors as established by resolution. Given the restrictions and revocability imposed by the City, a higher fee is not recommended at this time. Some factors that would warrant a higher fee in the future are increased term or expanded service area.

3. SERVICE AREA

The service area is defined by the Code and is limited to the single family (SF) zones and the MPD-RD zones within Park Meadows. The Aerie Subdivision is specifically excluded and the Iron Canyon Subdivision was since it is engulfed by SF zone. A map will be presented at the meeting. If the Council decides at some time to amend the Code to expand the area, the Agreement would include the new area.

4. STANDARDS

The agreement sets forth criteria for service in Section 3. These include a mirror on the front of the vehicle, no sales within the driving lanes, use of a swing arm, no towing, inspection by the Health Dept., and maximum music levels consistent with the noise code. The hours of operation shall be from 12 noon until dusk. The Agreement also prohibits sales in speed zones over 25 mph, school zones, at or within 30 feet of an intersection and to patrons of either golf course in town.

The applicant has reviewed the Agreement and has not raised any issues.

D. Department Review:

The Legal, Finance, CDD and the Police Department reviewed this matter.

ALTERNATIVES:

A. Award a franchise agreement ("Attachment A"), in a form approved by the City Attorney, to Dad's Ice Cream to allow ice cream vending within the public right-of-way for a period not to exceed one year. This is the recommended action.

B. Continue the Item. If the Council would like more information on this matter, it may postpone action on the agreement and request additional information.

C. Deny the Request. This action would be contrary to Council direction upon adoption of the ordinance.

SIGNIFICANT IMPACTS: The proposed changes would allow street vending in the single family zones. After the first season, staff will evaluate the effects of the franchise prior to re-authorizing another year, and recommend changes as necessary.

RECOMMENDATION: Award a franchise agreement ("Attachment A"), in a form approved by the City Attorney, to Dad's Ice Cream to allow ice cream vending within the public right-of-way for a period not to exceed one year.

STREET VENDOR FRANCHISE AGREEMENT

This Franchise Agreement (this "Franchise") is between **PARK CITY MUNICIPAL CORPORATION**, hereinafter referred to as "Franchising Authority" and **DAD'S ICE CREAM WAGONS,** hereinafter referred to as "Grantee."

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to provide vending services to the community, desires to enter into this Franchise Agreement with the Grantee.

SECTION 1

Definition of Terms

1.1 **Terms**. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below:

A. "Franchise" shall mean the authorization to conduct the business of an ice cream vendor as prescribed herein.

B. "Franchising Authority" means Park City Municipal Corporation or the lawful successor, transferee, or assignee thereof.

C. "Grantee" means Dad's Ice Cream Wagons, or the lawful successor, transferee, or assignee thereof.

D. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

E. "Public Way" shall mean the surface of any public street, alley, court, boulevard, parkway, way, lane, road, drive, circle, or other public right-of-way. Public way shall not include bike paths, sidewalks, trails or other pedestrian ways, private driveways or roads.

F. "Service Area" means the present boundaries of all Single Family Zones ("SF") including the Iron Canyon Subdivision but excluding the Aerie and Sunnyside Subdivision, and including the MPD-RD zone within the Park Meadows area, as designated on attached Exhibit A of the Official Zoning Map of the Franchising Authority, and shall include any additions thereto by amendment to Municipal Code Section 4-3-8, annexation or other legal means.

SECTION 2
Grant of Franchise

2.1 **Grant**. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to operate a mobile street vending operation limited to the sale of ice cream and related food products from a single vehicle within Public Ways within the Service Area, subject to the terms herein.

2.2 **Term**. The Franchise granted hereunder shall be for an initial term of one year commencing on the effective date of the Franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.3 **Franchise Fee**. The Grantee shall pay to the Franchising Authority a franchise fee of $100, which shall include the business license fee.

2.4 **Renewal of Franchise.** No renewal right is granted herein.

2.5 **Franchise Non-Transferable**. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Franchising Authority.

SECTION 3
Standards of Service

3.1 **Conditions of Street Occupancy**. All operations shall be conducted so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 **Relocation at Request of the Franchising Authority**. Grantee shall at all times obey public safety officers of the Franchising Authority and their designees. Upon order of any public safety officer, Grantee shall immediately relocate to a location designated by the officer.

3.3 **Safety Requirements**. Operation of the Franchise shall be performed in accordance with applicable state, county and city health and traffic regulations. The Grantee shall not endanger or interfere with the safety of persons or property in the Service Area. The Grantee's vehicle shall conform to the following requirements, which may be amended by the Franchising Authority upon written notice to the Grantee:

A. The vehicle shall have a clearly-audible back-up device activated when the vehicle is in reverse. The Grantee or driver may not move the vehicle backwards for the purpose of selling or displaying food products.

B. A convex mirror mounted on the front of the vehicle so that the driver in a normal driving position may see the area in front of the vehicle which would otherwise be obscured by the hood.

C. The driver of the vehicle shall engage a yellow flashing beacon on top of the vehicle to alert motorists that the vehicle is in operation and selling food.

D. The vehicle shall have an operable swing arm to engage when selling food to warn oncoming traffic to slow.

E. The vehicle shall not pull a trailer or any other vehicle.

F. The vehicle shall have been inspected by the Summit County Health Department prior to operation.

G. The hours of operation shall be limited from twelve noon to dusk. The Grantee shall only sell to persons on sidewalks, side of the street or other pedestrian area; the Grantee shall not sell to any person standing within the paved roadway (driving lane).

H. The Grantee shall not sell food: 1) in speed zones in excess of 25 miles per hour; 2) in any school zone; 3) to patrons of either the Park City Golf Course or the Park Meadows Golf Course; nor 4) within an intersection or within 30 feet of an intersection.

I. The Grantee shall be allowed to play music from the vehicle during hours of operation at a decimal level established by the Park City Police Department, which in no event shall exceed a level which is plainly audible from a distance greater than 50 feet.

<u>SECTION 4</u>
<u>Insurance and Indemnification</u>

4.1 <u>Insurance Requirements</u>. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Automobile Liability Insurance with limits not less than $1,000,000 combined single limit per accident for bodily injury and property damage. The Grantee shall provide a Certificate of Insurance designating the Franchising Authority as an additional insured. Such insurance shall be noncancellable except upon 30 days prior written notice to the Franchising Authority.

4.2 **Indemnification**. The Grantee shall indemnify and hold the Franchise Authority and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Franchising Authority arising out of, in connection with, or incident to the operation of the Franchise and/or the Grantee's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Franchising Authority, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee; and provided further, that nothing herein shall require the Grantee to hold harmless or defend the Franchising Authority, its agents, employees and/or officers from any claims arising from the sole negligence or intentional torts of the Franchising Authority, its agents, employees, and/or officers. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 5
Enforcement and Termination of Franchise

5.1 **Notice of Violation**. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

5.2 **Grantee's Right to Cure or Respond**. The Grantee shall have 3 days from receipt of the notice described in Section 5.1 to respond to the Franchising Authority to: (a) cure such default; or (b) in the event that, by the nature of default, such default cannot be cured within the 3-day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed. The Franchising Authority must consent to additional time to cure the default, such consent shall not be unreasonably withheld. In the event that the Grantee fails to respond to the notice, or in the event that the alleged default is not remedied within 3 days or the date projected pursuant to above and agreed upon by the Franchise Authority, the Franchising Authority may terminate this Agreement at the next regularly scheduled meeting of the governing body of the Franchising Authority. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard. Upon the decision of the Franchising Authority to terminate the Franchise, which shall be made in the Franchising Authority's sole discretion, the Grantee shall immediately surrender its business license and cease operations. As consideration for the "experimental" grant of this Franchise, the Grantee expressly waives any right to contest or otherwise appeal said termination of the Franchise, or seek any damages as a result of said termination.

5.3 **Traffic or Neighborhood Incompatibility.** Grantee acknowledges that the Franchising Authority granted this Franchise as an "experiment." If the Franchising Authority believes that the operation of the Franchise, regardless of compliance with all the terms herein, has created an unreasonable traffic impact or negatively impacted the citizens of the Service Area as evidenced by complaints, and those impacts cannot be mitigated through the imposition of the additional conditions, the Franchising Authority may terminate this Agreement at the next regularly scheduled meeting of the governing body of the Franchising Authority. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard. Upon the decision of the Franchising Authority to terminate the Franchise, which shall be made in the Franchising Authority's sole discretion, the Grantee shall immediately surrender its business license and cease operations. As consideration for the "experimental" grant of this Franchise, the Grantee expressly waives any right to contest or otherwise appeal said termination of the Franchise, or seek any damages as a result of said termination.

SECTION 6
Miscellaneous Provisions

6.1 **Actions of Parties**. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

6.2 **Amendments**. This Agreement may not be amended except by written agreement properly executed by both parties.

6.3 **Notice**. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.
The notices or responses to the Franchising Authority shall be addressed as follows:

City Attorney's Office
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480

The notices or responses to the Grantee shall be addressed as follows:

____
____
____

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving written notice to the other.

6.4 **Descriptive Headings**. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

6.5 **Severability**. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

6.6 **Applicable Law.** The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah.

6.7 **Venue.** Any action initiated before a court of law shall be in a court of proper jurisdiction in Summit County, Utah.

6.8 **Effective Date**. The effective date of this Franchise is ___________, ____, pursuant to the provisions of applicable law. This franchise shall expire on ___________, unless extended by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on April 24, 2003.

Park City Municipal Corp.

____

Dana Williams, Mayor

Attestation:

____

City Recorder's Office

Approved as to form:

____

Mark Harrington, City Attorney

DAD'S ICE CREAM WAGONS

____

By:__________________________________

Corporate Acknowledgment

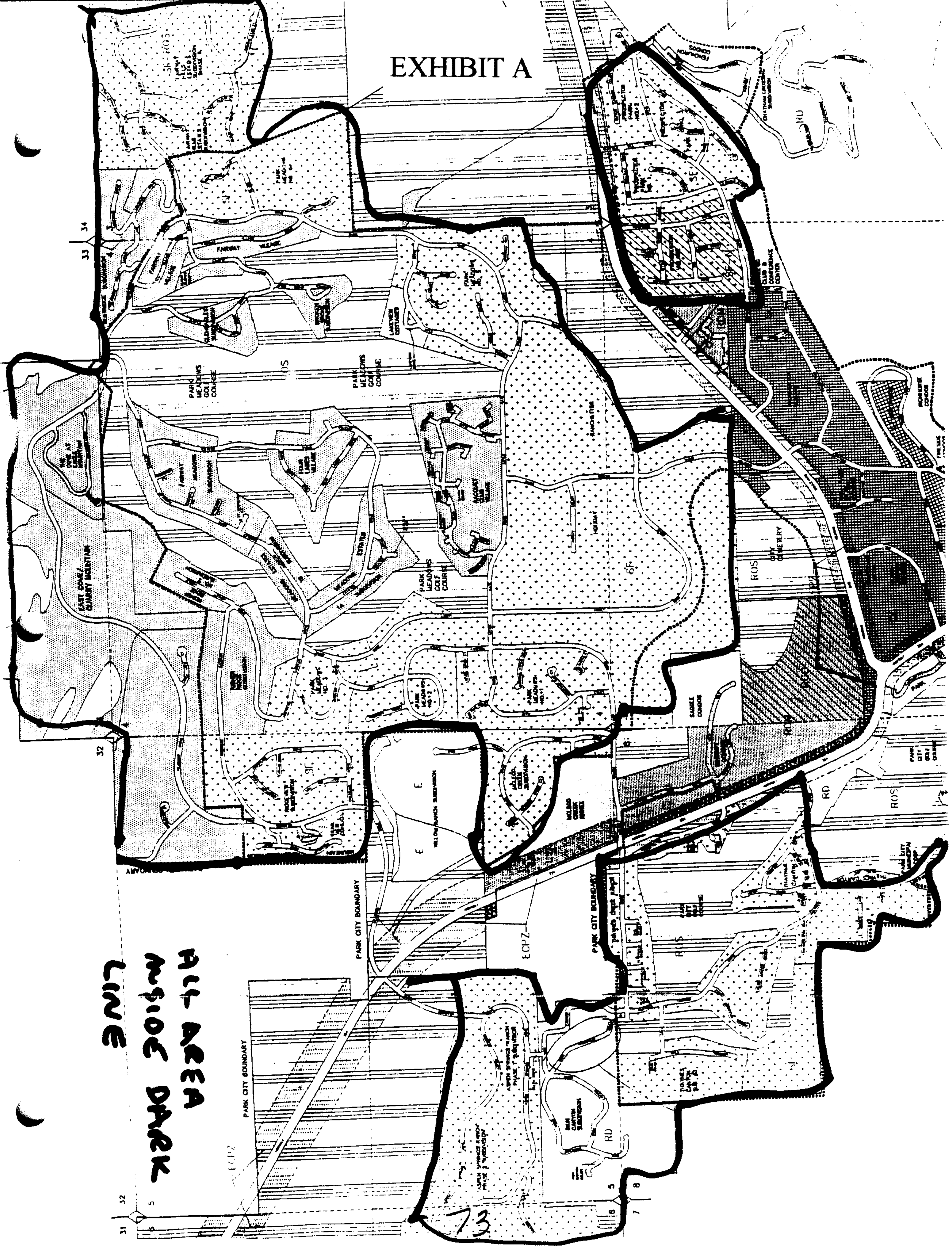
STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 24th day of April, 2003, before me, the undersigned notary, personally appeared ______________________, personally known to me/proved to me through identification document allowed by law, which was ______________________, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as ______________________ *(title)* for ________________________________, a corporation.

____
Notary Public

K:\MH\AGREE\ICECREAM.franchise.dads ice cream.7wpd

EXHIBIT A



EAST COAL/ QUARRY MOUNTAIN
PARK MEADOWS GOLF COURSE
FAIRWAY VILLAGE
PARK MEADOWS NO. 1
PARK MEADOWS NO. 2
CITY CEMETERY
WILLOW RANCH SUBDIVISION
PARK CITY BOUNDARY
PARK CITY BOUNDARY
PARK CITY BOUNDARY
PARK CITY GOLF COURSE
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ATTACHMENT B

Dads Ice Cream

8679 S. Redwood Rd. W. Jordan, UT 84088 801.831.5300

April 15, 2003

To Whom It May Concern:

Dad's Ice Cream has been in business since 1981. It is a family owned and operated business. We have a fleet of twenty five trucks all using the latest safety innovations on the market such as safety swing arms (much like school buses), flashing lights, safety beacons and back up alarms. We currently operate along the Wasatch Front from Spanish Fork to Ogden, bringing happiness and joy to children and adults all summer long.

Last year we ventured up to Summit county, including such areas as Parleys Summit, Jeremy Ranch, Pinebrook, Coalville and Silver Springs. The reception we received was 100% positive, in fact many people couldn't wait for us to come back this year. It has also caused several phone calls from the Park City Township who have requested a truck to come to their street. But as of yet, we are unable to accommodate those hundreds of children with a summer treat as American as Baseball and apple pie. Dad's Ice Cream and the children of Park City would appreciate it if a truck could operate inside Park City's city limits five or six days a week during daylight hours.

Respectfully yours,

Don Gansen

Don Gansen