**PARK CITY WORK SESSION NOTES**
**SUMMIT COUNTY, UTAH**
**APRIL 3, 2003**

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

**Tom Bakaly, City Manager; Mark Harrington, City Attorney; Colin Hilton, Project Manager; and Craig Sanchez, Director of Golf**

**Dean Schulman and Dave Staley, members of former Parks, Recreation and Beautification Advisory Board; Bonnie Park, Executive Director of Snyderville Basin Special Recreation District (SBSRD)**

1. **Council questions/comments.** Jim Hier commented that there seems to be better compliance with speed limits in the Marsac Avenue area. He relayed complaints from a Main Street merchant about trash around the Swede Alley bin. Candace Erickson reported on an upcoming informational water meeting to be held at the Summit County library, and the water festival on June 23, hosted by Recycle Utah. She discussed the City's water conservation programs. Fred Jones felt it prudent to continue meeting on a regular basis with Summit County and Mountain Regional on long-term strategies. Mayor Williams commented on the visit to the Mayor's Office from the Colby School. He relayed a suggestion from a citizen about installing a device on upper Park Avenue to improve sight over the blind steep section.

2. **Ice.** Colin Hilton explained that in December 2002, Council extended its letter of intent with the Snyderville Basin Special Recreation District (SBSRD). This agreement specifies continuing planning with SBSRD through the regional ice committee and that the capital budget not exceed $4 million ($2 million each) in bond proceeds. There was clarification at that time that the approach be phased-in and that the site be located within the SR224 corridor, more specifically The Canyons lower lot. There is a desire to execute an inter-local agreement between the parties and to begin construction by April 2004; occupancy by December 2004. He discussed the status of the plat amendment for the proposed site at the Lower Canyons Village, which could be before the Summit County Commission for approval next month. The proposed site plan and draft inter-local agreement included in the staff report were also addressed. In response to questions from Peg Bodell and Jim Hier, Mr. Hilton explained that a proposed parking facility was in the long term plans of the adjacent property and that agreements were to be created that allowed some parking for ice in that parking site.

Mr. Hilton continued that the ice committee is recommending seasonal ice programming and potentially using the dry floor summer space for convention and events needs that The Canyons is projecting. For the benefit of Council member Hier, he explained the process used in projecting income, including information obtained from other facilities like Steamboat Springs, Colorado. The challenge of balancing the demands of different users, i.e., tourists, hockey leagues, was emphasized as well as the populations of comparison community facilities.

Mr. Hilton explained that once an inter-local agreement is signed, the regional ice committee disbands and a new entity is created; he reviewed representation on the Regional Ice Authority contemplated in the agreement. The City Council and SBSRD Board will have annual oversight and approval of the Authority's budget. Dean Schulman explained that two members will be appointed by the City and SBSRD and there will be four at-large appointees. Council has the authority to control its representation. In response to a comment made by the Mayor with regard to potential expenditures beyond $4 million, it was again pointed out that the annual budget requires fiduciary approval of both entities. There was discussion on whether the land would be owned by SBSRD or leased to or owned by the Regional Ice Authority. Bonnie Park stated that she remembered City Attorney Dave Thomas preferring that SBSRD own the land. Colin Hilton added that the City's desire was to see the facility and property owned by the Ice Regional Ice Authority. However, if that could not be done, staff will explore the language in the draft agreement to amend it to meet Council's concerns. Mark Harrington explained that ownership of the facility and land can be structured so it is owned by the Authority with reversionary rights to the City and SBSRD. Tom Bakaly felt confident that there can be clarifying language with regard to consideration of the County's donation of land in a reversionary action.

Colin Hilton stated that deficits for the first two years will be split 50/50 and during that period, usage would be tracked and formulated to reflect actual trends. After the first two fiscal years, the deficit split would adjust to no more than 60-40 favoring either party. Dave Staley added that SBSRD felt strongly about the initial 50/50 split and the City's representatives viewed and accepted it as a compromise position. In response to a concern expressed by Fred Jones, Mr. Hilton explained that examining and adjusting the split will be done annually with the proviso that it not be broader than 60/40. Bonnie Park, Executive Director SBSRD, explained that this was a huge discussion for the committee where the effort was viewed as a partnership. Council member Calvert expressed that she understood why the SBSRD would like a cap and this is reasonable in a normal year but the current verbiage does not allow for unforeseen situations. Jim Hier felt it reasonable to cap the split on the deficit and Kay Calvert pointed out that the situation could go the other way where Park City has a hockey team that uses the facility excessively. Candace Erickson ~~emphasized that ice time will be~~ paid for by the hockey leagues which is what is anticipated and needed. The leased times are usually off hours and the hourly rates are significant. Dave Staley explained that the resident card is intended for open skate sessions and the Mayor asked if consideration will be given to local teams. He responded that differential rates are not contemplated. Colin Hilton interjected that programming the facility is a detail which hasn't been discussed at this level. Fred Jones expressed his surprise to see the 60/40 split proposal in the report but at the same time, congratulated the committee as a lot of progress has been made. He cautioned against thinking and proceeding in terms of the Basin versus the City and emphasized that a large portion of SBSRD's tax base is resort-based. There needs to be a cooperative and trusting approach and the language can easily be adjusted. Colin Hilton stated that inter-jurisdiction issues should be addressed at a later date between the Council and SBSRD and beyond the scope of the working committee.

Dave Staley noted that the deficit issue has been sitting on the shelf for two years and suggested trying it on a trial basis to evaluate it; there was discussion about annual review of the budget. In response to a question from Jim Hier, Mark Harrington explained the process for amending the inter-local agreement which is written agreement signed by both parties. Peg Bodell agreed with Mr. Jones that 60/40 is something the City can live with, but hoped after a few years, we can get away from percentages and come up with a better method. In response to an observation from the Mayor, Mr. Hilton explained that the phasing has been changed a little bit, offering some flexibility of having an enclosure built as a part of Phase 1. Fred Jones commented that there is a termination term of some 20 years, but suggested insertion of a renewal clause.

Colin Hilton explained that the committee will update the terms of the Letter of Intent and modify and fine-tune the inter-local agreement language. He will monitor the County Commission's action of a formal commitment of the land donation identified in The Lower Canyons plat application. Once a final title report is available, the land ownership issues can be resolved. A policy on fee waivers and facility use agreements can also be developed. He asked for Council direction on proceeding with the inter-local agreement. The Mayor felt that there are minor language changes and the agreement doesn't need to be redrafted and Bonnie Park stated that an *out* clause can easily be added. Colin Hilton indicated that he will bring an agreement back to Council; construction is anticipated to begin the Spring 2004. Jim Hier pointed out his concern that the inter-local agreement be signed after the land is donated as it creates and empowers a Regional Ice Authority but supports proceeding with the agreement. The conflict resolution provision also needs revision and a target date of April 24 was suggested to adopt a revised inter-local agreement before May 1. There was discussion about the timing of both parties executing the agreement and the land donation. Fred Jones suggested that the Letter of Intent be extended until an agreement is available to sign.

**Recap:** Target the April 24 meeting to adopt a revised letter of intent. Amend the inter-local agreement to include escape language, and annual tracking.

**3. Recreation Advisory Board operating procedures.** Craig Sanchez explained that on March 13, 2003, the Council adopted an ordinance disbanding the Parks, Recreation, and Beautification Advisory Board to create a Recreation Advisory Board. He reviewed the schedule for soliciting and appointing members:

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|---|---|
| April 3 | Approval of time line and policies |
| April 7-23 | Applications accepted |
| April 24 | Applications delivered to Council |
| May ~~1~~8 | Appointments |
| May ~~15~~22 | Work session with Council and RAB to set policy goals |
| September 11 | Quarterly update to Council |

The Mayor expressed concern about not having enough time to review applications prior to appointments. It was decided to move appointments to May 8 with a joint work session two weeks later. Mr. Sanchez reported on a meeting with representation from the Mayor, City Council, staff and former members of the Parks, Recreation and Beautification Advisory Board to formulate policies which are outlined in the staff report. Distinguishing and clarifying roles of committees and subcommittees were addressed. In response to a comment made by Kay Calvert, Mr. Sanchez explained that the liaison role of City Council is described but not for staff, however, language could be drafted. Ms. Calvert believed the intention was to discourage board members from assigning projects to staff. He responded that this is clearly an advisory group and for the benefit of Peg Bodell, explained that RAB will continue to be charged with *beautification* projects, even though *beautification* was taken out of name of the board. With regard to public art, it is contemplated that RAB will consider the location of the work, but not the content, i.e., City Park. There was discussion about appointing a public art task force and associated projects falling under the category of beautification. Mr. Staley expressed the difficulty in defining all of its elements and Craig Sanchez pointed out that Council would select and appoint members for the public art committee. Council member Hier asked if the ordinance language stating that board members serve without compensation conflicted with the proposal to give members recreation passes.

Mr. Hier expressed that if members are compensated, it should be described in the Ordinance. The City Attorney distinguished between benefits and compensation and indicated there was no conflict. Mr. Hier expressed concern about equity in relation to other commissions and that the benefit was not described in detail. He still preferred to see the ordinance clarified, after a discussion of compensation for all boards and commissions. Peg Bodell thanked the City Attorney for his clarification and suggested that as a matter of equity, looking at compensation for all boards; currently the HDC, Planning Commission and Board of Adjustment members are paid. Craig Sanchez asked for direction on terms, which are contemplated to be staggered, and whether there should be limits. Dean Schulman, committee member, expressed that there wasn't a consensus on this issue. The first round of appointments would result in one one-year term, and Dave Staley suggested that that person be able to apply for another term.

Peg Bodell questioned beautification roles outlined in the Ordinance as *beautification* has been omitted from the board title and Dean Schulman explained that beautification was never a main focus of the board. Fred Jones expressed interest in reviewing compensation for boards before it is established in this Ordnance. The City Attorney assured Council that he could craft improved compensation and benefit language. Candace Erickson stated that she supports extending benefits to board members and employees like use of an associated facility as long as it is reasonable. Kay Calvert agreed there is a nexus between offering a benefit for associated public service. Craig Sanchez suggested striking #14, compensation, from the policies now until it is more comprehensively addressed. Council agreed, acknowledging that potential applicants will not have this information. Peg Bodell recommended an additional question on the application requesting a description of issues or concerns regarding recreation programs and/or projects. Staff agreed to update the application form. Craig Sanchez understood Council direction to remove Items #14 and #15 from the policies. The revised Ordinance will return to Council on April 17. Dave Staley discussed the importance of communication between the City Council liaison and the board.

**Recap:**
- Move appointments to May 8
- Eliminate beautification language in Section 2-4-17(c)
- The one-year appointee is eligible to serve two additional terms
- Clarify compensation and benefit language
- Revise application form
- Bring ordinance back to Council on April 17

**4. Review of regular meeting.** Mayor Williams announced to the audience that the Flagstaff Mountain Village subdivision will be continued during the regular meeting.

Recorded by Cindy LoPiccolo, Deputy City Recorder
Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**APRIL 3, 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 3, 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 Manager; Lloyd Evans, Chief of Police; and Brooks Robinson, Planner.

## II PUBLIC INPUT

Liquor laws - Park City establishments - Michael Kaplan, Main Street club owner, reported that a contingent is coming together to promote legislation exempting Park City from the current liquor laws, i.e., memberships. One proposal is creating a hospitality zone in the Historic District and another option is making available one membership honored by all Park City private clubs. He urged Council to support this cause and Jim Hier asked that he keep Council informed.

Hearing no further comments, the public input session was closed.

## III COMMUNICATIONS FROM COUNCIL AND STAFF

Diversity Outreach Program - Chief Lloyd Evans discussed the success of the City's Diversity Outreach Program focused in the Hispanic community, which has been on-gong for about seven years. He explained his working relationship with Shelly Weiss of Mountainlands Community Housing and stated that Georgetown University contacted them with regard to including our program in a study and will publish them in its *Best Practices* publication. Ms. Weiss is also scheduled to present the program to civic leaders in Harrisburg and Park City's volunteer programs are on the official international police chief's website.

## IV CONSENT AGENDA PUBLIC HEARING

MFL Four Winds Adventure Race August 13-21, 2003 - Alison Butz, Special Events Managers, requested that Council continue this item. Candace Erickson, "I move that we continue the master festival license for Four Winds Adventure Race". Kay Calvert seconded. Motion unanimously carried.

## V CONSENT AGENDA

MFL Four Winds Adventure Race August 13-21, 2003 - This matter was continued.

## VI NEW BUSINESS

Flagstaff Mountain Village metes and bounds subdivision - Planner Brooks Robinson stated that Hank Rothwell of United Park City Mines requested a continuance. Fred Jones, "I so move". Kay Calvert seconded. Motion unanimously carried.

## VII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Recorded by Cindy LoPiccolo
Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder

**DATE:** April 3, 2003
**AUTHOR:** Colin Hilton
**TITLE:** Regional Ice Facility
**TYPE OF ITEM:** Informational Update

**SUMMARY RECOMMENDATIONS:** This report is for informational purposes. Staff would like to update City Council on the plans for a regional ice facility and highlight the significance of the suggested next steps that the Regional Ice Committee (RIC) is recommending.

**DESCRIPTION:**
**A. Topic:** Regional Ice Facility

**B. Background:** In August of 2001, Park City and the Snyderville Basin Special Recreation District (SBSRD) adopted a four (4) year Memorandum of Understanding (MOU) on cooperative youth sports programming and facility operations and maintenance. Section 8 of the MOU states that the City and the SBSRD acknowledge that combined planning efforts for large capital improvement projects may better serve long term constituent needs. Both the City and the Basin have identified the construction of an ice facility as a priority.

The City and SBSRD both passed bonds in November of 2001. Prior to the bonds passing, the City and SBSRD informed the public that it was their intent to jointly develop a "large regional ice facility that would serve both communities." The City's voter information packet went on to state, "It is likely that if resources are combined, the facility will have a year-around indoor rink and a seasonal outdoor rink." In addition, in September of 2001, the City Council passed a resolution that stated, "The City will make all best efforts to create a multi-jurisdictional task force and work with the Snyderville Basin Recreation District to develop an ice facility in the greater Park City area." Since the passage of the $4 million City bond, the City has been working with the SBSRD to jointly develop an ice facility.

On January 17, 2002, the City and SBSRD approved a letter of intent for the joint development of an indoor ice facility and the possible phased construction of an adjoining outdoor ice rink. On June 6, 2002, the City Council and the Snyderville Basin Special Recreation District extended the letter of intent until December 31, 2002 so that an inter-local agreement governing the management, construction and operation of the ice facility could be adopted. The letter of intent narrowed the focus of the project to just an indoor ice facility. The letter of intent also identified the SR 224 corridor as the possible location for the ice rink.

On December 17, 2002, the City Council and SBSRD updated the Letter Of Intent (LOI) and extended its life to May 1, 2003. It was hoped that an Inter-local Agreement would be adopted prior to that date. The LOI updated the Regional Ice Committee's recommendation to phase in the development of the ice rink to ensure that the capital budget did not exceed the $4 million in bond proceeds. The LOI also reflected the desire of the SBSRD and the City to have the rink located along the Highway 224 transit corridor. This language does not preclude other sites, but does indicate that parties have a preference for the Highway 224 corridor.

C. **Analysis - RIC Committee Update:**

At the last City Council meeting discussing the Regional Ice Facility, City Council authorized staff to continue its planning efforts with the SBSRD through means of the Regional Ice Committee (RIC), per the terms set forth in an updated Letter of Intent (LOI). The current LOI is attached and will be expiring as of May 1, 2003.

The highlights of the current LOI include:

- Continued desire to plan this facility jointly with the SBSRD
- Financial capital commitments of each Party to the tune of $2 million each
- Taking a phased in operational/construction approach to ensure financial goals
- Site location desired to be within the "Highway 224 transit corridor"
- Desire to see an Inter-local Agreement (ILA) created between PCMC and SBSRD
- Desire to see construction beginning April 1 of 2004 and occupancy by December 1 of 2004.

At the December 17, 2002 meeting, City Council provided clear direction as to their support of locating the Ice facility within the Canyons lower lot.

**Land Issue:** The commitment of land for the proposed ice facility has been the hold-up for several months. Representatives from both the SBSRD and PCMC attended a County Commission meeting on February 5, 2003 and reviewed the dilemma with both the RVMA and County Commissioners. Since that time, the RVMA of the Canyons has confirmed that all parties involved with the redrawn property lines in the Lower Canyons plat are "on board" with the new plan. The feeling is that a meeting with the County Commissioners will take place at the end of April seeking County approval. At that time, SBSRD and PCMC intend on attending in an effort to seek the County commitment for the land. The proposed property lines would allow for 3.25 acres for the ice facility. In summary, the land acquisition is now coming near.

**Operational Approach:** The RIC Committee believes that a seasonal ice programming approach (defined as Phase I) would be the most prudent course of action regardless of whether we could enclose the rink in the initial construction or not. Meaning - we would look to reduce summer operating costs by not programming ice use and instead, seek a summer conference / event lease with the RVMA/Canyons. The RIC committee likes the notion of developing the ice use programs first before going year round. The RVMA states that the convention and events staff of the Canyons are very eager to use this facility for summer convention/events use ..... and have as their long term desire to see this serve as an example of what could eventually be a 50,000 sq' convention facility later on within the Canyons area.

**Inter-Local Agreement (ILA):** Attached is the current draft of the proposed ILA between the SBSRD and PCMC. The RIC Committee has recently discussed everything from term limits of the new 5 member board to capital and operating budget endowments. On the topic of who pays what share of the potential operating deficit, the RIC is proposing the notion of a 50-50 split for the first two fiscal years of the facility operation, with the intention on tracking user groups during that period and adjusting to no more than a 60-40 split for everything after year 2. Users not from the Recreation District or the City would not be included in the calculated percentage.

For example: If after the first two fiscal years, the annual user groups broke down into the following:

Basin Residents: 5000
City Residents: 4000
Visitors: 2000

The percentage of deficit would be calculated at
Basin: 5000/9000 = x / 100 or 55.56%
City: 4000/9000 = x / 100 or 44.44%

The RIC recognizes that this proposed process may need adjustments once discussions are had with the respective Basin Recreation board/ and City Council. We view this as a starting point for discussion.

As the ILA is nearing completion, the RIC Committee viewed this time period as a good opportunity to seek additional input from the two major Parties.

**Review and consideration are suggested for the following topics:**

1. Proposed organizational structure of the Regional Ice Authority
   - Q: Does Council agree with the terms and outlined responsibilities of the proposed 5-member "Authority"?
   - Q: Does Council have any additional input on the timing and creation of such an entity?
   - Q: Conflict Resolution between the two Parties?

2. Land Ownership - Design and Approval Process
   - Q: Comments on land ownership issues?
   - Q. Feelings towards how the facility will be designed and built?

3. Phased Operating Plans
   - Q: Are you comfortable with the suggested phased operating approach?

4. Potential Operating Deficits
   - Q: Thoughts on how any potential deficit is paid for? Suggested split OK?

5. Other Opportunities for Coordinating Regional Recreation

**Next Steps as Suggested by the RIC Committee:**

1.Obtain an updated construction cost estimate on the scope of facility we have defined. Very general - but giving us an indication of whether this could be enclosed from the beginning.

2. Modify the ILA language

3. Receive input from the respective City Council and Basin Recreation Boards

4. Seek County Commission commitment on land - on or around 4-16 or 4-23

5. Seek a property title report on the prospective site - work through legal issues on who technically will "own" the land. The County has indicated their preference as to having the Basin Rec District as the land owner.

6. Seek RVMA / Canyons commitment to a) fee waivers and b) summer facility use agreements

Once ILA and above is complete,
7. Architects hired / design & approval process through 2003
8. Start building - Spring 2004

**D. <u>Department Review</u>:**
The current strategy is recommended by the Regional Ice Committee (RIC) and has been reviewed by the Legal Dpt. and City Manager's office.

**<u>ALTERNATIVES</u>:**

A. Continue planning as outlined above.

B. Provide a directional change in how the City would like to see the planning for the ice facility taken.

Attachments:
a) December 2002 LOI
b) Draft - Inter-local Agreement (ILA)
c) Draft - Projected Operating Budget Phase I - Seasonal Use
d) Proposed site location map

ICE - Attachment A

**Snyderville Basin Special Recreation District and Park City Municipal Corporation Regional Ice Facility Letter of Intent**
**December, 2002**

## Purpose

The purpose of this Letter of Intent is to re-clarify the understanding of the Snyderville Basin Special Recreation District (SBSRD) and Park City Municipal Corporation (PCMC) pursuant to phased capital project planning efforts for a regional ice facility.. SBSRD and PCMC agree in concept to the following terms contingent upon further discussion and finalization. These concepts and ideas are not binding on the parties:

1. SBSRD and PCMC have each secured and committed funding in the amount of $2 million for the purpose of constructing an Olympic sized outdoor ice facility.
   1.1. The parties agree that the phase I scope is proposed to include a 100' x 200' seasonal ice rink, insulated pavilion roof (to allow for future enclosure) bleacher seating (200-300 concrete tiered, plus slab space to allow for temporary bleacher seating for 300-400). Phase I enclosed building elements are proposed to include locker rooms (2 team, 1 ref/family), restrooms (# determined per building code for 600), concession area for skate rentals and sharpening, entry vestibule/ticket sales/warming area, food and pro shop "flex space," mechanical and zamboni storage, meeting/party room(s) and two offices.
   1.2. The parties further agree that it is appropriate for dry floor activities to be scheduled May through October in the pavilion area. (Ex: films, farmers' market, trade shows, dog shows, outdoor food and beverage functions).

2. Best efforts to leverage capital funding will be made by the parties in the form of cooperative grant applications for Restaurant Tax, foundation grants and corporate sponsorships. No grant or sponsorship shall be applied for, nor shall either party be bound unless formal approval is made by each agency prior to the grant application being submitted.

3. In an effort to facilitate regional recreation in the greater Park City area, staff of both agencies will be directed to work on task assignments. It is agreed there will be no charge for staff time or indirect overhead costs of either agency during the planning and construction phases. The parties agree that attorney's fees for preparation and/or review of contractual documents will be paid by each party independently.

4. A joint budget of consultant fees, and other anticipated direct expenses, will be set in an amount not to exceed $15,000, as detailed in section 9 , below. Each party agrees to pay $2 million towards construction of the facility. The budget may be amended by approval of both parties.

5. SBSRD and PCMC will jointly participate in the site selection process. The parties agree that a rink location along the Highway 224 transit corridor is most desired. SBSRD and PCMC further agree on a general project timeline that will provide completion of design and engineering no later than January 1, 2004, construction to begin April 1, 2004, and projected occupancy December 1, 2004.

6. SBSRD and PCMC have established a Regional Ice Committee (RIC), consisting of five representatives from each entity, that shall continue to meet monthly, and more frequently as needed through project completion. Tasks of the RIC will include making recommendations to both PCMC and the SBSRD regarding use of consultant services, final site selection, and the development of an Interlocal Cooperative Agreement for Regional Ice facility for the parties to establish a separate political subdivision to be known as the "Regional Ice Authority"

7. RIC members agree that there is a need to assess community expectations, and to balance resident use with tourist use of the ice arena. After a site is selected, a citizens advisory group will be established to participate in facility master planning. Staff will consult with Park City and Snyderville Basin Planning Commission members, Snyderville Basin Planning staff, and Summit County Commissioners on site selection and facility design.

8. Best efforts will be made by both agencies to receive and consider public comment prior to final location decisions and design, recognizing that the design will drive short and long term programmatic uses of the facility.

9. SBSRD and PCMC acknowledge that use of contract consultants will expedite essential elements of early planning. Consultants will be jointly hired and supervised by SBSRD and PCMC staff with input from RIC for project specific tasks. Initial tasks have been identified as follows:

   9.1. Feasibility Study Update: PCMC conducted an ice rink feasibility study in 1997. SBSRD and PCMC have updated the feasibility study with a current market analysis (April, 2002), at a cost of $2,500 (ref. Point 4).

   9.2. Independent Capital Project Consultant – site selection and RFP. The RIC has used independent capital project consultants to advise on site selection and conceptual site and building design at a cost of $12,172.50. Projected planning budget expense (ref. Point 4), is $15,000.

10. Independent Capital Project Manager: The RIC recommends an independent capital project manager be jointly contracted to represent the parties' interests in communications with the Regional Ice Authority, the project architect and construction contractor. It will be the project manager's responsibility to ensure project completion on time and on budget.

11. By April 1, 2003, the RIC will propose an Interlocal Cooperation Agreement for approval by SBSRD and PCMC. The parties to the agreement are proposed to be SBSRD and PCMC. The term of this letter of intent will expire on May 1, 2003.

    11.1. The Interlocal Cooperation Agreement will set forth the responsibilities and expectation of the parties for capital construction and long term asset management.

    11.2. The Interlocal Cooperation Agreement will establish provisions for the structure of long term facility management, operations and maintenance. Operations and Maintenance cost recovery goal is 100%.

| **Acknowledgment:** | **Acknowledgment:** |
|---|---|
| ______________________________ | ______________________________ |
| **Park City Municipal Corporation** | **Snyderville Basin Special Recreation District** |

ICE - Attachment E

# Interlocal Cooperative Agreement for Regional Ice Facility

**THIS INTERLOCAL COOPERATIVE AGREEMENT** (this "*Agreement*") is entered into effective __ __________ 2003 by **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT** (the "*District*"), and by **PARK CITY MUNICIPAL CORPORATION** (the "*City*"), each political subdivisions of the State of Utah (collectively referred to herein as the "*Parties*"), for the purpose of forming a separate legal entity to more efficiently provide governmental facilities, services and improvements for their citizens.

## RECITALS:

A. UTAH CODE ANN. § 11-2-1 authorizes governmental entities such as the Parties to designate, acquire, equip, operate and maintain public recreational facilities.

B. The "Interlocal Cooperation Act," UTAH CODE ANN. §§ 11-13-101 to -313, as amended (the "*Act*"), enables governmental entities such as the Parties to cooperate with each other on the basis of mutual advantage to more efficiently provide governmental facilities, services and improvements to the general public, including, without limitation, public recreational facilities.

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

D. In furtherance of those purposes, each of the Parties desires to develop an ice skating facility available to the public (the "*Facility*"), to enhance recreational opportunities within the geographical region where both are situated (the "*Region*"), thereby promoting the health, safety and welfare of their citizens.

E. The Parties have each determined that the Facility will prove a valuable asset to their respective constituents and the development thereof is fully consistent with their respective institutional missions and the public interest.

F. UTAH CODE ANN. § 11-13-203 provides, among other things, that any two or more public agencies of Utah may agree to create a Utah interlocal entity to accomplish the purpose of their joint or cooperative action under the Act, and that such separate entity is a political subdivision of the State of Utah.

G. The Parties are "public agencies" for purposes of UTAH CODE ANN. § 11-13-203, and they jointly desire to enter into this Agreement to create a Utah interlocal entity pursuant to the Act, to be known as the "Regional Ice Authority," to provide for the financing, acquisition, construction, equipping, operation, maintenance and management of the Facility.

H. This Agreement shall not become effective until it is first approved by resolution of the District's Administrative Control Board (the "*District's Board*") and of the City's City Council, as evidenced by the execution hereof by the appropriate officers of the District and the City.

## A G R E E M E N T:

**NOW, THEREFORE**, in consideration of the premises, the Parties' mutual covenants and undertakings, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows in compliance with and pursuant to the provisions of the Act:

## ARTICLE 1
## DEFINITIONS; INTERPRETATION

Section 1.1. **Definitions**. In this Agreement and any amendments hereto, the following terms shall have the meanings specified below:

"*Act*" shall mean the Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -313, as amended.

"*Agreement*" shall mean this "Interlocal Cooperative Agreement for Regional Ice Facility."

"*Authority*" shall mean Utah interlocal entity, the "Regional Ice Authority," formed pursuant to this Agreement and its successors.

"*City*" shall mean Park City Municipal Corporation and its successors.

"*District*" shall mean Snyderville Basin Special Recreation District and its successors.

"*Facility*" shall mean the regional ice complex to be acquired for recreational purposes, to be owned and operated by Authority under the organizational structure described herein.

"*Governing Body*" shall mean the Authority's governing body.

"*Lease*" shall mean any lease, sublease, operating, management or similar agreement affecting the Facility.

"*Net Operating Deficit*" shall mean the difference between all revenues and all expenditures of the Facility, with the exception of general obligation bond debt payments of the District and the City.

"*Joint Operations Agreement*" shall mean the agreement adopted by the District, the City and Governing Body to ensure that Facility management may adapt to changing market conditions over time, without amendment to this Agreement.

Section 1.2. **Interpretation**. This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) Definitions include both singular and plural;

(b) Pronouns include both singular and plural and cover both genders; and

(c) The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

## ARTICLE 2
## FORMATION; POWERS

Section 2.1. **Formation**. Pursuant to the authority granted by UTAH CODE ANN. § 11-13-203, the Parties hereby create a Utah interlocal entity to, *inter alia*, finance, acquire, construct, equip, operate, maintain and manage the Facility. The Authority shall be deemed created upon full execution and delivery of this Agreement by the Parties. The Authority shall be operated on a not-for-profit basis, and any net income of the Authority shall not inure to the benefit of any private person.

Section 2.2. **Powers**. The Authority shall have the power to:

(a) Own, acquire, construct, operate, maintain and repair or cause to be constructed, operated, maintained and repaired the Facility and any related facility or improvement;

(b) Borrow money or incur indebtedness for the purposes for which it was created and assign, pledge or otherwise convey as security for the payment of any such debt the revenues and receipts from the Facility, which assignment, pledge or other conveyance may rank prior in right to any other obligation except any taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions; provided, however, that the Authority shall not be empowered to issue bonds without the Parties' prior written consent.

(c) Sell or contract for the sale of the product or service of, or other benefits from, the Facility to public agencies within or without the State of Utah on such terms as it deems to be in the best interest of the Authority;

(d) Exercise any power or powers, privileges or authority exercised or capable of exercise by the District individually over the Facility and its services, including the power to lease the Facility to the District and/or the City and to pledge the Facility and/or its revenues as security for the payment of any debt issued by the Authority; and

(e) Exercise any other powers, privileges or authorities available to the Authority under the Act or other applicable law.

(f) Prepare and (with the Parties' prior written approval) adopt construction and annual operating budgets for the Facility.



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Section 2.3. **Notice to State Tax Commission.** Consistent with Utah Code 11-13-204 (4).

## ARTICLE 3
## GOVERNANCE

Section 3.1. **Governing Body**. A governing body (the "*Governing Body*") is hereby created to operate, and to have exclusive control and jurisdiction over, the Authority. The Governing Body shall consist of five members, with two members appointed by the District, two members appointed by the City, and the final member jointly appointed by the Parties following recommendation to the Parties by the other four members of the Governing Body. Each such appointee shall serve at the pleasure of the respective appointing authority, which also may designate the conditions under which a substitute or alternate may act for that authority's Governing Body member. In the event the Parties are unable to agree on the appointment of a member at large, conflict resolution will alternate between the Parties with the District ruling on even years and the City ruling on odd years. ~~in situations where such regular member is unavailable.~~

Section 3.2. **Terms of Office**. Governing Body members shall each generally serve for a term of four (4) years, except that each member shall serve an initial term beginning the effective date of this Agreement to the first Tuesday of January after the effective date hereof. Beginning on the first Tuesday of January after the effective date hereof, two members appointed by the District shall thereafter serve terms of one year and three years respectively. Two members appointed by the City shall thereafter serve a term of two years and five year respectively. The member jointly appointed by the Parties will serve an initial term of four years beginning on the first Tuesday of January after the effective date hereof, so that in most years the terms of office are no more than one appointed member will expire. ~~Two members (one appointed by the District and one appointed by the City) shall thereafter serve for a term of two years beginning on the first Tuesday of January after the effective date hereof and the remaining three members (one appointed by the District, one appointed by the City and one jointly appointed member) shall serve for four years after the first Tuesday of January after the effective date hereof, so that the terms of office of at least two appointed members shall expire every two years.~~

Section 3.3. **Voting**. Each member of the Governing Body shall have one vote in any actions taken or proceedings adopted by the Governing Body. All actions requiring Governing Body authorization shall receive at least three affirmative votes for approval.

Section 3.4. **By-Laws; Meetings; Officers**.

(a) *By-Laws; Rules*. The Governing Body shall adopt by majority vote of its members bylaws, rules, policies and procedures for the conduct of its meetings, the operation of the Authority, and all other purposes reasonably considered necessary for the functioning of the Governing Body and the Authority.

(b) *Meetings*. The Governing Body shall meet at the times as provided in its by-laws, with a quorum of at least three present, for the purpose of discussing or acting upon any matter(s) over which the Governing Body has jurisdiction. All meetings of the Governing Body shall comply with Utah's "Open and Public Meetings Act," UTAH CODE ANN. §§ 52-4-1, *et seq.*

(c) *Officers*. The Governing Body shall select a Chair, a Secretary and a Treasurer in the manner and for such term as shall be described in the by-laws.

Section 3.5. **Staff**. The Governing Body shall adopt a written administrative code of policies and procedures governing the operation of the Authority. At least quarterly, staff shall formally report to the Governing Body concerning operations of the Facility during the pertinent time period.

## ARTICLE 4
## LIMITATIONS ON LIABILITY

The Authority is a separate Utah interlocal entity and, consequently, neither of the Parties shall be liable for any of the Authority's own obligations in the absence of a separate written guaranty. If, however, the District or the City purchases or leases property from the Authority, then such Party shall make such purchase or lease payments as may be provided by written agreement between such Party and the Authority.

## ARTICLE 5
## REPRESENTATIONS AND WARRANTIES

Section 5.1. **Filing of Agreement**. The Parties each covenant that this Agreement shall be filed with its keeper of records as required by the Act.

Section 5.2. **Authority**. The Parties each represent and warrant that it is a public agency as defined by the Act and therefore authorized to enter into and perform under this Agreement as specified herein.

Section 5.3. **No Litigation**. The Parties each represent and warrant that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which the District or the City, as applicable, is a party or to which any of its property is subject which, if determined adversely to such Party, would individually or in the aggregate (a) affect the validity or the enforceability of this Agreement, or (b) otherwise materially adversely affect such Party's ability to comply with its obligations hereunder.

## ARTICLE 6
## FACILITY DESCRIPTION; FINANCIAL ISSUES

Section 6.1. **Description of the Facility**. The Facility will be constructed by the Authority on a parcel of ground designated by the Parties. ~~Governing Body.~~ Initially, the Facility will consist of a seasonally operated ice rink and related improvements (*"Phase I"*), as further described on the attached exhibit. It is anticipated that at a future date the Governing Body will contemplate year round rink operations and related improvements ("Phase II"). Phase II shall be preceded by a thorough analysis by the Governing Body of demonstrated year-round demand, the anticipated marketability of year round ice time, the ability to generate the capital to construct necessary Phase II upgrades, and the ability of the Authority to fund 100% of operational deficits for the proposed expansion.

Section 6.2. **Initial Capital Contributions**. Not later than __ _______ 200_, each of the Parties shall contribute to the Authority funds of no less than $2 Million each as initial capital contributions to be used by the Authority to fund construction of Phase I. If a Party fails to fund its initial $2 Million capital contribution, then the other Party shall be excused from any obligation to contribute capital to the Authority to the same extent as the other Party's failed contribution. The ~~p~~Parties agree that all work associated with Phase I Facility improvements will be paid for through these capital contributions, including, but not limited to, surveys, legal descriptions, title reports, architectural design fees, construction management fees, furniture, fixtures and equipment and a capital endowment fund of no less than $50,000..

Section 6.3. **Reimbursements**. Either Party may, at its option, advance to the Authority monies for Phase I architecture fees, construction management fees and/or construction costs until such time as the other Party makes its required capital contribution hereunder. If a Party fails to make such contribution, then such Party nonetheless shall reimburse the other for one-half (50%) of any such out-of-pocket costs incurred in connection with Phase I.

Section 6.4. **Capital Acquisitions and Reserves**.

(a) *Capital Equipment Acquisition ~~and Replacement~~ Fund*. The Parties shall equally fund the Authority's initial purchase of all capital equipment for the Facility deemed necessary by the Governing Body to ensure optimal functionality of Facility operations from and after public opening per ~~s~~Section 6.2, above. Capital equipment shall include items defined in an asset management program established by the Governing Body, including, without limitation, mechanical systems and rolling stock. ~~It will be the policy of the Authority to allocate annually, such sums allowable under government accounting standards for the Capital Equipment Replacement Reserve Fund (the "*CERRF*") as provided in the Authority Budget. The CERRF shall not exceed $__________ annually.~~

(b) *Capital Replacement Reserve Fund*. It will be the policy of the Authority to allocate annually, as an expense to be included in the operating deficit calculation, a deposit ~~of $100,000~~ to be transferred into the Capital Replacement Reserve Fund (the "*CRRF*"). The CRRF will provide for Facility repair and future Facility upgrades, as determined by the Governing Body, in accordance with an asset management program adopted by the Governing Body. It will be the policy of the Authority to allocate annually such sums allowable under government accounting standards for the Capital Equipment Replacement Reserve Fund as provided in the Authority budget.

## ARTICLE 7
## OPERATION OF THE FACILITY

Section 7.1. **Management**. The Governing Body will oversee management of the Facility. Day-to-day management of the Facility will be performed by a professional rink manager (the "*General Manager*") employed by the Authority. The Governing Body will select the General Manager following a nation-wide search.

Section 7.2. **Annual Budget**. Except for UTAH CODE ANN. §§ 10-6-133 and 10-6-134, the Authority shall comply with the accounting, reporting, budgeting, and auditing requirements of a city of the third class as set forth in the Uniform Fiscal Procedures Act for Utah Cities, UTAH CODE ANN. § 10-6-101, *et seq*. The functions of budget officer, city recorder, city treasurer or any other defined function with respect to the Authority shall be determined by rule adopted by the Governing Body. The fiscal year of the Authority shall end on each December 31. Prior to final adoption, the budget shall be approved by the District's Board and by the City's City Council, and shall not be effective until so approved. As a part of its annual budget, the Governing Body shall strive to build and maintain a fund balance of up to 100% of the current year expenditures, with the sole intent of establishing a deficit reserve for operational shortfalls and emergency expenditures of the Facility.

Section 7.3. **Operating Contributions**.

(a) *Annual Net Operating Deficit*. The Parties acknowledge their expectation that the Authority will not achieve 100% cost recovery on the operating costs through revenues generated by the Facility. A long-range plan to fund operating deficits of the Facility shall be developed by the Parties in consultation with the Governing Body. Pending formal adoption of such plan, the Parties agree as follows:

(1) Operating Seed Money. The Parties shall equally contribute additional funds not to exceed $_______ for the purpose of providing "seed money" for initial Phase I operations of the Facility. Such payments shall be due six months prior to the anticipated date of public opening of the Facility.

(2) Phase I Deficit~~ Years 1 and 2. D~~ If necessary, during the first two fiscal years of operation of Phase I, each of the Parties shall contribute to the Authority an amount equal to one-half (50%) of the Authority's Net Operating Deficit for the subject fiscal year. The timing of such payments shall be as reasonably requested by the Authority's Governing Body. During the remaining years of Phase I, operational deficits will be split between the parties based on acceptable means of tracking by local user zip code, but in no case will it exceed 60%:40% in favor of either Party. Users identified as residing outside the boundaries of the District and City will be excluded from the calculation.

(3) Operating Deficit Endowment Fund. Prior to construction of Phase II, the Authority ~~Parties~~ shall establish an endowment fund for the purpose of reducing the Authority's anticipated annual Net Operating Deficit. Said endowment may be developed through cooperative grant applications. The endowment fund will strive to yield a minimum of $100,000 annually in an interest-bearing account managed by the Governing Body, in accordance with rules of the State Money Management Act, UTAH CODE ANN. §§ 51-7-1 *et seq.*

(4) Ongoing Maintenance. The Parties anticipate that the Governing Body will recover (to the extent possible) the Facility's maintenance costs through user fees, as assisted by the Parties' annual operating subsidies (described below) to the Authority and the operational endowments described above.

(5) Operating Subsidies. The Parties' respective annual operating subsidies to the Authority shall be determined as follows:

(i) The Governing Body shall monitor Facility use by zip code. Percentages of use will be reported annually (on or before each ________) by the Governing Body to the Parties for the purpose of tracking District, City, non-resident and tourism related uses.

(ii) On or before each __________, each Party shall contribute to the Authority a proportionate amount, based on tracked use, of the Authority's then net annual operating deficit at a maximum of 60%:40%.

(iii) The Parties shall subsidize "resident passes" purchased by District and City residents on a proportionate basis. The Parties shall establish a rate for the subsidy value of each resident pass to absorb District and City residential discounts tracked by zip code, and contribute that dollar amount on a per pass basis toward the Facility's annual operational budget.

(iv) "Daily fee" differentials shall not be assessed based on residential tax base, so as to encourage daily fee use, thereby inviting participation of all residents of the Wasatch Front, Wasatch Back and the greater Park City lodging community.

(v) Daily fee differentials may be established under the Joint Operations Agreement to provide for other demographic distinctions, including, without limitation, use by children, adults, seniors and groups.

(vi) There will be no fee differential for participants of in-house hockey leagues or developmental programs.

~~(vii) At such time as Phase II is complete, adult hockey leagues, youth hockey tournaments, clinics, spring and summer camps for men and women, boys and girls and comparable facility uses will assess charges for established "ice time," rather than individual user fees.~~

(b) *Fundraising*. In addition to revenue generation through traditional user fees and concessions, the Governing Body shall endeavor to increase revenues through a community development program. Acceptable means of revenue generation include, but are not limited to, dasher board and program advertising, sponsorships and grant underwriting.

**ARTICLE 8**
**TERM; TERMINATION**

Section 8.1. **Term**. This Agreement shall be in full force and effect and be legally binding upon the Parties only after its execution, following approval by resolution by the District's Board and the City's City Council. Thereafter, this Agreement shall continue as a binding contract and shall not terminate until the later of the date twenty (20) years after the effective date hereof or such later date upon which all debt and other contractual obligations of the Authority have been retired, but in no event later than the date fifty (50) years after the effective date of this Agreement.

Section 8.2. **Disposition of Assets Upon Termination**. Upon termination of this Agreement, the Authority shall be dissolved, its debts shall be retired, and its assets shall be liquidated, with the proceeds thereof being distributed to the Parties in proportion to their respective capital contributions to the Authority, including all monies described in Articles 6 and 7, during the term of this Agreement. The Governing Body is hereby authorized to take such actions as shall be necessary to effect the termination of the Authority and to dispose of its assets as provided in this section or as otherwise required by applicable law.

## ARTICLE 9
## INDEMNIFICATION; INSURANCE

Section 9.1. **Indemnification**. The Parties and the Authority are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30-1, *et seq.*) (the "*Immunity Act*") and shall enjoy all of the immunities, benefits and protections thereunder. Consistent with the terms of the Immunity Act, and as provided herein, the District, the City and the Authority each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The Parties and the Authority do not waive any defenses otherwise available under the Immunity Act nor does the Authority or any Party waive any limits of liability provided by the Immunity Act. Subject to the foregoing, the Authority shall defend, indemnify, save and hold harmless the Parties (including their respective elected and appointed officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the services provided, or to be provided, by the Authority hereunder, except where such demands, claims, actions or proceedings may result from the negligence or misconduct of the District, the City, or their respective elected or appointed officers or employees. Similarly, each of the Parties shall defend, indemnify, save and hold harmless the Authority (including its officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the negligent or wrongful actions of that Party's elected and appointed officers or employees.

Section 9.2. **Insurance**. The Authority shall maintain public liability insurance to protect patrons and participants on the premises of the Facility in an amount of at least $2,000,000 per occurrence. The District and the City shall be named as additional insureds under such policy. A certificate of insurance with a 20-day cancellation notice provision shall be provided to each Party no less than 30 days prior to the anticipated issuance date of the certificate of occupancy for the Facility.

## ARTICLE 10
## DEFAULT

A Party shall be in default under this Agreement if it fails to perform any obligation hereunder within twenty (20) days after written demand by the other Party. Upon a Party's uncured default hereunder, the non-defaulting Party shall be entitled to pursue any and all remedies available at law or in equity. Further, the Authority's By-laws shall require that if a Party is in uncured default under this Agreement, then the members of the Governing Body appointed by such defaulting Party shall not be entitled to vote on any matters coming before the Governing Body until such time, if any, as such default is cured. During the pendency of any such required recusal, two members of the Governing Body shall constitute a quorum, and any matter requiring action of the Governing Body shall require only two affirmative votes.

## ARTICLE 11
## GENERAL PROVISIONS

The following provisions also are integral to this Agreement:

Section 11.1. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 11.2. **Integration.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire contract between the Parties concerning the formation and powers of the Authority.

Section 11.3. **Time.** Time is the essence hereof.

Section 11.4. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 11.5. **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 11.6. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

Section 11.7. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 11.8. **Litigation.** If any action, suit or proceeding is brought by a Party or the Authority with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party. Unless otherwise expressly provided in this Agreement, no breach of this Agreement shall entitle any party to unilaterally cancel, rescind or terminate this Agreement; but such limitations shall not affect in any manner any other rights or remedies which either party may have by reason of any such breach.

Section 11.9. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

Section 11.10. **Counterparts.** This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original.

Section 11.11. **Further Acts**. The Parties agree that they will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 11.12. **Amendment**. This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of each of the Parties after the adoption of a resolution by their respective governing bodies approving the modification or amendment, provided, however, that if the Authority has outstanding debt, no amendment to this Agreement may be made which would have a material adverse impact on the **debtors without** the prior consent of said debtors.

Section 11.13. **Assignment**. Neither Party may assign any interest herein without consent of the other Party and receipt by the Authority of an opinion of counsel to the effect that such assignment is authorized under the Act. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of the Parties.

Section 11.14 **Notices**. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received

(a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

**If to the District:**

Snyderville Basin Special Recreation District
Attention: District Administrator
P.O. Box 980127
Park City, UT 84098

**If to the City:**

Park City Municipal Corporation
Attention: City Manager
P.O. Box 1480
Park City, UT 84060

~~Section 11.15. **Approval by Attorneys.** This Agreement shall be submitted to the authorized attorneys for each of the Parties for approval in accordance with UTAH CODE ANN. §11-13-9.~~

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**ATTEST:**

**Scott Siemon,** Clerk

**SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**

Lauren O'Malley, Board Chair

**PARK CITY MUNICIPAL CORPORATION**

Janet M. Scott, City Recorder

**Dana Williams,** Mayor

**APPROVED AS TO FORM:**

**Timothy C. Twardowski,**
Assistant Park City Attorney

PARSONS, DAVIES, KINGHORN & PETERS

**Gerald H. Kinghorn,**
Attorneys for Snyderville Basin
Special Recreation District

WST\G\002.~~04~~05

# Exhibit to Interlocal Cooperative Agreement for Regional Ice Facility

(Attach Scope of Phase I)

ICE Attachment C

| Regional Ice Facility - Proposed O&M Budget | | | | |
|---|---|---|---|---|
| Winter Program - November 1st to March 31st | | | | |
| Summer Program - April 1st to October 31st | | | | |
| Draft as of 03-11-03 | | | | |
| | Year 1 Proposed | Year 1 Proposed | Year 2 Proposed | Year 3 Proposed |
| **Operating Revenues** | | | | |
| **Winter Program Revenues** | | | | |
| **Admission Revenues** | | | | |
| (1) Adult General Admission | $ 18,374 | $ - | $ - | $ - |
| (2) Youth/Senior General Admission | $ 31,847 | $ - | $ - | $ - |
| (3) Senior General Admission | $ 3,062 | $ - | $ - | $ - |
| **Admission Revenues** | $ 53,283 | $ - | $ - | $ - |
| **Group Revenues** | | | | |
| Learn to Skate Group Lessons | $ 17,280 | $ - | $ - | $ - |
| Dyna-mite Development Hockey Program | $ 12,096 | $ - | $ - | $ - |
| Adult/Youth League Fees | $ 19,200 | $ - | $ - | $ - |
| Summer Camp/Program/Clinic Fees | $ - | $ - | $ - | $ - |
| Misc. Lg. Group Rink Rental | $ 9,600 | $ - | $ - | $ - |
| Parties/Sm. Group/Partial Rink Rental Fees | $ 8,840 | $ - | $ - | $ - |
| Private Lesson Fees | $ - | $ - | $ - | $ - |
| **Group Revenues** | $ 67,016 | $ - | $ - | $ - |
| **Equip./Merchandise Revenues** | | | | |
| Skate & Equip. Rental Fees | $ 21,154 | $ - | $ - | $ - |
| Skate Sharpening Fees | $ 11,029 | $ - | $ - | $ - |
| ProShop Merchandise Revenues | $ - | $ - | $ - | $ - |
| **Equip/Merchandise Revenues** | $ 32,183 | $ - | $ - | $ - |
| **Misc. Revenues** | | | | |
| Vending/Concession | $ 5,328 | $ - | $ - | $ - |
| Locker Rental Fees | $ 3,345 | $ - | $ - | $ - |
| Advertising/Dasherboard Revenue | $ 13,145 | $ - | $ - | $ - |
| Special Events Revenue | $ 6,000 | $ - | $ - | $ - |
| Winter Dry Floor Usage | $ - | $ - | $ - | $ - |
| **Misc. Revenues** | $ 27,818 | $ - | $ - | $ - |
| **Summer Program Revenues** | | | | |
| Roller hockey / roller blading fees | $ 30,000 | | | |
| Facility Sponsored Event Revenue | $ 30,000 | | | |
| Facility Rental Revenues | $ 125,000 | | | |
| **Summer Revenues** | $ 185,000 | | | |
| **Total Operating Revenues** | $ 365,300 | $ - | $ - | $ - |

| Regional Ice Facility - Proposed O&M Budget<br>Winter Program - November 1st to March 31st<br>Summer Program - April 1st to October 31st<br>Draft as of 03-11-03 | Year 1 Proposed | Year 1 Proposed | Year 2 Proposed | Year 3 Proposed |
|---|---|---|---|---|
| **Operating Expenses** | | | | |
| **Personnel Expenses** | | | | |
| **Full-Time Salaries** | | | | |
| Ice Rink General Manager | $ 50,000 | $ - | $ - | $ - |
| Ice Rink Assistant Manager | $ 38,000 | $ - | $ - | $ - |
| Facilities & Maintenance Manager | $ 38,000 | $ - | $ - | $ - |
| **Full-Time Salaries** | $ 126,000 | $ - | $ - | $ - |
| **Part-Time Salaries & Wages** | | | | |
| Front Desk/Cashier/Concession Staff | $ 15,678 | $ - | $ - | $ - |
| Maintenance Personnal | $ 34,580 | $ - | $ - | $ - |
| Hockey Officials | $ 10,400 | $ - | $ - | $ - |
| **Part-Time Salaries** | $ 60,658 | $ - | $ - | $ - |
| **Employee Taxes & Benefits** | $ 66,736 | $ - | $ - | $ - |
| **Personnel Expenses** | $ 253,394 | $ - | $ - | $ - |
| **Direct Operating Expenses** | | | | |
| Advertising | $ 3,811 | $ - | $ - | $ - |
| Capital Replacement | $ 10,000 | $ - | $ - | $ - |
| Dues & Subscriptions | $ 5,000 | $ - | $ - | $ - |
| Insurance | $ 9,000 | $ - | $ - | $ - |
| Inventory-ProShop | $ - | $ - | $ - | $ - |
| Lease | $ - | $ - | $ - | $ - |
| Postage | $ 800 | $ - | $ - | $ - |
| Refuse Disposal | $ 2,070 | $ - | $ - | $ - |
| Repairs & Maintenance - Facility | $ 12,000 | $ - | $ - | $ - |
| Repairs & Maintenance - Equipment | $ 4,900 | $ - | $ - | $ - |
| Security | $ - | $ - | $ - | $ - |
| Supplies - Office | $ 2,500 | $ - | $ - | $ - |
| Supplies - Operating | $ 15,000 | $ - | $ - | $ - |
| Supplies-Vending/Concession | $ 2,500 | $ - | $ - | $ - |
| Telephone | $ 5,136 | $ - | $ - | $ - |
| Training/Seminars/Conferences/Travel | $ 1,000 | $ - | $ - | $ - |
| Uniforms | $ - | $ - | $ - | $ - |
| Utilities - Gas | $ 30,000 | $ - | $ - | $ - |
| Utilities - Electricity | $ 40,000 | $ - | $ - | $ - |
| Water & Sewer | $ 3,000 | $ - | $ - | $ - |
| **Direct Operating Expenses** | $ 146,717 | $ - | $ - | $ - |
| **Total Operating Expenses** | $ 400,111 | $ - | $ - | $ - |
| **Net Operating Income/(Loss)** | $ (34,810) | | | |

**Regional Ice Facility - Proposed O&M Budget**
**Winter Program - November 1st to March 31st**
**Summer Program - April 1st to October 31st**
**Draft as of 03-11-03**

## Operating Revenues

| | | |
|---|---|---|
| **General Admission Pricing - Used Breckenridge Model** | | |
| Adult General Admission - (Ages 16 - 62) - [Note: Adult Gen Admin @ County Ice is $3.00] | | $5 |
| Youth General Admission - (Ages 4 -15, Under Age 4 Free) - [Note: Youth Admin @ County Ice is $2.50] | | $4 |
| Senior General Admission - (Over Age 62) [Note: No Senior Discount @ County Ice] | | $4 |
| **Population Base - Feasibility Study** | | |
| **Total Population Estimates (Service Area - Distance People Willing to Commute - Approx 30-45 Mins.)** | | |
| Total Estimated 2001 Primary Service Area Population Base | | 44,154 |
| Total Estimated 2002 Primary Service Area Population Base (Based on 2000 to 2001 Growth) | | 46,414 |
| **Total By Age Population Estimates** | | |
| Estimated 2002 Primary Service - Adult (Age 16-62) Population - 65% | 65% | 28,700 |
| Estimated 2002 Primary Service - Youth (Age 4-15) Population - 30% | 30% | 13,246 |
| Estimated 2002 Primary Service - Senior (Age 62+) Population - 5% | 5% | 2,208 |
| **Total Participation Base by Activity - Feasibiltiy Study** | | |
| **Participation As a Percentage of Population** | | |
| Anticipated Population Participation in Figure Skating | | 3% |
| Anticipated Population Participation in Ice Hockey | | 1% |
| **Number of Participants in Primary Service Area - Assuming 80% Capture** | 80% | |
| Primary Service Area - Estimated 2002 Figure Skating Participants | | 1,114 |
| Primary Service Area - Estimated 2002 Ice Hockey Participants | | 371 |
| Primary Service Area - Estimated 2002 Combined Participants | | 1,485 |
| **Average Number of Participation Times Per Year** | | |
| Average Number of Times Participants will Utilize Rink for Figure Skating | | 6.0 |
| Average Number of Times Participants will Utilize Rink for Ice Hockey | | 15.0 |
| Average Number of Times Participants will Utilize Rink for Combined Activities | | 21.0 |
| **Total Estimated Participitation Days by Activity** | | |
| Primary Service Area - Estimated 2002 Figure Skating Participation Days | | 6,684 |
| Primary Service Area - Estimated 2002 Ice Hockey Participation Days | | 5,565 |
| Primary Service Area - Estimated 2002 Combined Participation Days | | 12,249 |
| **General Admission Revenues** | | |
| Note: County Ice 2002 Budgeted Total Public Skate Revenues $42,510 (Due to Lower Admission Prices) | | |
| Note: Breckenridge 2001 Adopted Budgeted Total Gen Admission $85,000 (Comparable to Estimate Below) | | |
| (1) Adult General Admission - 2002 Primary Service Area - Per review by J. Barenbrugge @ County Ice, a much smaller proportion of the available adult population will skate compared to youth. Therefore Public Skate Adult Admission Revenues are decremented to 30% to accommodate this expectation | 30% | $18,374 |
| (2) Youth General Admission - 2002 Primary Service Area - Per review by J. Barenbrugge @ County Ice, a much larger proportion of the available youth population will skate compared to adults. Therefore Public Skate Youth Admission Revenues are inflated by 65% to accommodate this expectation | 65% | $31,847 |
| (3) Senior General Admission - 2002 Primary Service Area -Adjust to 5% participation | 5% | $3,062 |
| (4) In-Town, Out-of-Town, and Family Passes — $40 10 Punch Pass - 20 passes - 22 Weeks | | $17,600 |
| (5) Tourist Revenue — 100 tourists / week — 18 weeks — $5 Admission | | $9,000 |
| **Total Estimated General Admission Revenues** | | $62,283 |
| | | |
| **Group Revenues** | | |
| **Group Lessons/League Fees** | | |
| **Year Around Learn to Skate Classes - Breckenridge/County Ice Combination Model** | | |
| Note: County Ice 2002 Budgeted Learn to Skate Revenues - $19,000 based on lower Pricing | | |
| Sessions Per Year - 4 8-Wk Seasons [Winter, Spring, Summer, Fall] | 2 | 2 |
| Session Length: 8 Week Sessions, 2 half hr. Classes on Weekdays or 45 min. Class on Sat. or Sun. | | |
| Estimated Classes Avail Per Level Per Session (2 - Either 2 Weekday Classes or 1 Weekend Class) | 3 | 3 |
| Learn to Skate Levels - 8 Levels Based on Ability (Focus on 6 Levels to Begin, Grow to 8) | 6 | 6 |

| | | |
|---|---|---|
| Class Size: 5 to 12 Participants per class (Average Class 10) | 10 | [illegible] |
| Price per Session: $48 [County Ice Price is $40] | $48 | $[illegible] |
| Estimated Revenues - Learn to Skate - Levels 1 through 4 | | $17,280 |
| **Dyna-mite Hockey Development - County Ice Model (Based on the National Program)** | | |
| Note: County Ice 2002 Budgeted Dynamite Hockey Revenues - $15,000 based on lower Pricing | | |
| Levels: "Mini-Mites" - Ages 5-6 | | |
| "Mites" - 2 Age Groups - Ages 7-8 | | |
| "Squirts" - Ages 9-10 | | |
| "PeeWees" - Ages 11-12 | | |
| "Bantam" - Ages 13-14 | | |
| "Midgets" - Ages 15-16 | | |
| Dyna-mite Levels - 6 Levels Based on Age (Focus on 2 Teams Per Levels to Begin, Grow with Time) | 6 | 6 |
| Sessions Per Year - 4 8-Wk Seasons, Winter, Spring, Summer, Fall | 2 | 2 |
| Prerequisite - Skaters with no experience must complete 1 Semester of Learn to Skate | | |
| Teams Per Level (3 to Begin, Grow with Time) | 3 | 3 |
| Team Size: 5 to 12 Participants per class (Average Team 7) | 7 | 7 |
| Price per Session: $48 [County Ice Price is $42] | $48 | $48 |
| Estimated Revenues - Dyna-Mite Hockey - All Levels | | $12,096 |
| **Hockey Leagues - Very Conservative Projection based on Gradually Establishment of the Sport** | | |
| Note: County Ice 2002 Budgeted Hockey Revenues - $83,030 in 3 Major Categories | | |
| (1) Adult Hockey $18,325 (2) Open Hockey $12,000 (3) Youth Hockey = $83,030 | | |
| Note: Breckenridge 2001 Projected Hockey Revenues - $156,000 in 2 Major Categories | | |
| (1) League Fees $62,000 (2) Drop In $7,000 (3) Hockey Rink Rentals | | |
| Assumes that Youth Hockey Leagues will not form initially until Dyna-mite Program becomes more established. Hockey League Revenue will grow with Establishment of the Sport in Park City. | | |
| Divisions - Novice, Intermediate, Advanced (Assume 2 to Begin & Grow to 3) | 2 | [illegible] |
| Teams per Division - 6 to 8 to Begin (Assume 6 to Begin) | 6 | [illegible] |
| Seasons - Winter & Summer League Play | 1 | 1 |
| League Fees (Based on 12 League Games @ $125 Ice Time, Leading to Single Elim. Playoffs) | $1,600 | $1,600 |
| Estimated Revenues - Hockey League Fees | | $19,200 |
| **Programs, Clinics & Camps - Breckenridge Summer Camp Model - Financial Comparison Data Not Avail.** | | |
| Summer Camp Sessions - 1 Week Sessions, 5 Days per Week, 1-1/2 hour per Day. | | |
| Skating Summer Camp | | |
| Sessions Per Summer (1 Session Per Summer Month, Jun, Jul, Aug) | 3 | 0 |
| Class Size: 5 to 12 Participants per class (Minimun 5, Average Class 10) | 10 | 10 |
| Price per Session: $50 | $50 | $50 |
| Estimated Revenues - Summer Skating Camp | | $0 |
| Youth Hockey Summer Camp - Level 1 (Ages 4 - 6) | | |
| Sessions Per Summer (1 Session Per Summer Month, Jun, Jul, Aug) | 3 | 0 |
| Class Size: 5 to 12 Participants per class (Minimun 5, Average Class 10) | 10 | 10 |
| Price per Session: $50 | $50 | $50 |
| Estimated Revenues - Youth Hockey Summer Camp Level 1 | | $0 |
| Youth Hockey Summer Camp - Level 2 (Ages 7 - 9) - *Breckenridge Model Combines Ages 7 -12 | | |
| Sessions Per Summer (1 Session Per Summer Month, Jun, Jul, Aug) | 3 | 0 |
| Class Size: 5 to 12 Participants per class (Minimun 5, Average Class 10) | 10 | 10 |
| Price per Session: $50 | $50 | $50 |
| Estimated Revenues - Youth Hockey Summer Camp Level 2 | | $0 |
| Youth Hockey Summer Camp - Level 3 (Ages 10 - 12) - *Breckenridge Model Combines Ages 7 - 12 | | |
| Sessions Per Summer (1 Session Per Summer Month, Jun, Jul, Aug) | 3 | 0 |
| Class Size: 5 to 12 Participants per class (Minimun 5, Average Class 10) | 10 | 10 |
| Price per Session: $50 | $50 | $50 |
| Estimated Revenues - Youth Hockey Summer Camp Level 3 | | [illegible] |
| Estimated Revenues - Summer Camps | | $0 |
| **Rink Rental - Pricing Based on Breckenridge Model** | | |

| | | |
|---|---|---|
| Note: County Ice 2002 Budgeted Rink Rental Revenues - $16,000 based on lower Pricing (Approx 128 Hrs) | | |
| Note: Breckenridge 2001 Budgeted Rink Rental Revenues - $18,000 based on lower Pricing (Approx 113 Hrs) | | |
| Standardard Rink Rental Fee Per Hr. [County Ice Rental is $125/hr] | $160 | $160 |
| Hrs of Ice Rental Per Month | 10 | 10 |
| Half Year Round Rental Availabiltiy | 6 | 6 |
| Estimated Revenue - Rink Rental | $9,600 | $9,600 |
| **Private Lessons** | | |
| Not Forecast | | |
| **Parties & Small Groups - Pricing Based on Breckenridge Model** | | |
| Average Party/Small Group (5 to 15 Children, Avg. Party Size 10) | 10 | 10 |
| Parties Per Week (Usually Weekend Birthday Parties) | 2 | 2 |
| Estimated Number of Parties Per Year | 26 | 52 |
| Price Per Child (Average Price of $8.50 Per Child) | $8.50 | $8.50 |
| Level 1 - $6.50 - Includes Room Admission, Scoreboard Message) | | |
| Level 2 - $8.50 - Same as Level 1 plus Cake, Ice Cream, Drinks | | |
| Level 3 - $10 - Same as Level 2 plus Pizza | | |
| Estimated Revenue - Parties & Small Groups | | $8,840 |
| | | |
| **Equip./Merchandise Revenues** | | |
| Note: County Ice 2002 Budgeted Skate Rental Revenues - $25,000 | | |
| Note: Breckenridge 2002 Budgeted Skate Rental Revenues - $45,000 (Based on Substantially Higher Rental Prices than County Ice) | | |
| **Skate & Equip. Fees** | | |
| Percentage of Hockey & Figure Skaters Needing Skate Rental | 50% | 50% |
| Percentage of Hockey Players Needing Helmet & Stick Rental | 25% | 25% |
| **Total Estimated Participitation Days by Activity - See Above** | | |
| Primary Service Area - Estimated 2002 Figure Skating Participation Days | | 6,684 |
| Primary Service Area - Estimated 2002 Ice Hockey Participation Days | | 5,565 |
| **Estimated Participation Days by Activity X Pctg. Requiring Equipment Rental** | | |
| Primary Service Area - Estimated 2002 Figure Skating Participatants Requiring Skate Rental | | 3342 |
| Primary Service Area - Estimated 2002 Ice Hockey Participants Requiring Skate, Helmet, Stick Rental | | 1391 |
| **Equipment Rental Fees - Pricing Based on Breckenridge Model (Substantially Higher than County Ice)** | | |
| Skate Rental [County Ice Skate Rental is $1.25] | $3 | $3 |
| Helmet Rental [County Ice Helmet Rental is $0.50] | $2 | $2 |
| Hockey Stick Rental [County Ice Does Not Rent Sticks] | $3 | $3 |
| **Estimated Equipment Rental Fees** | | |
| Estimated Skate Rental Revenue | | $14,199 |
| Estimated Hockey Helmet & Stick Rental Revenue | | $6,955 |
| **Total Estimated Equipment Rental Fees** | | $21,154 |
| **Skate Sharpening Fees** | | |
| Used Breckenridge Actuals as a Baseline Percentage Applied to Primary Service Area Gen Admissions | | |
| Equation = 2001 Actual Breckenridge Skate Sharpening Revenue/2001 Gen. Admission Fees | 21% | 21% |
| Total Estimated General Admission Revenue | | $53,283 |
| **Total Estimated Skate Sharpening Rental Fees** | | $11,029 |
| **Pro Shop Revenue - Breckenridge/County Ice Combination Model** | | |
| Note: County Ice 2002 Budgeted Pro Shop Revenues - $30,000 [Retail Hockey Shop Competition Located Beside Rink] | | |
| Note: ~~Breckenridge 2002 Budgeted Skate Rental Revenues - $75,000~~ | | |
| Assumed Revenue Level of 75% - Between Breckenridge & County Ice Models | | |
| Equation = 2001 Actual Breckenridge Pro Shop Sales/2001 Gen. Admission Fees | 134% | 134% |
| Equation = 2002 Budget County Ice Pro Shop Sales/2002 Budget Gen. Admission Fees | 45% | 45% |
| Factor Used to Apply against General Admission Revenue | | 0% |
| Total Estimated General Admission Revenue | | $53,283 |
| **Total Estimated Pro Shop Revenue** | | $0 |

**Misc. Revenues**

## Regional Ice Facility - Proposed O&M Budget
## Winter Program - November 1st to March 31st
## Summer Program - April 1st to October 31st
## Draft as of 03-11-03

| | | |
|---|---|---|
| **Vending/Concession Revenue - County Ice Model** | | |
| Used County Ice 2002 Budget as a Baseline Percentage Applied to Primary Service Area Gen Admissions | 69% | 69 |
| Did not use Breckenridge Actuals as Breckenridge figures only yielded 6% Application to Gen Admissions | 6% | 6% |
| Equation = 2002 Budget Vending/Concession Sales/2002Gen. Admission Fees Budget | | 10% |
| Total Estimated General Admission Revenue | | $53,283 |
| **Total Estimated Vending/Concession Revenue** | | $5,328 |
| **Locker Rental Revenue - Breckenridge Model** | | |
| Used Breckenridge Actuals as a Baseline Percentage Applied to Primary Service Area Gen Admissions | | |
| Equation = 2001 Actual Breckenridge Vending Sales/2001 Gen. Admission Fees | 6% | 6% |
| Total Estimated General Admission Revenue | | $53,283 |
| **Total Estimated Locker Rental Revenue** | | $3,345 |
| **Advertising/Dasherboard Revenue - Breckenridge** | | |
| Used Breckenridge Actuals as a Baseline | | |
| Equation = 2001 (YTD 11/30/01) Actuals * 12/11 to Extrapolate Full Yr Data | | $13,145 |
| **Total Advertising/Dasherboard Revenue** | | $13,145 |
| **Special Events Revenue - County Ice Special Events** | | |
| Ice Fest-Free Food, Skating & Clinic (sponsor provided) | | |
| Skate & Equipment Exchange-1/2 Day Buy/Sell Program | | |
| Halloween on Ice-Costume, Spook House, Treats, Games | | |
| Turkey Shoot-Shoot Hockey Pucks to receive a Free Turkey | | |
| Nutcraker on Ice-Performed by Learn to Skate attendess as well as other advance skaters | | |
| **Total Special Events Revenue** | | $6,000 |
| **Winter Dry Floor Usage - Summit County Mandated** | | |
| Dry Floor Number of Uses Per Year (Estimate Suggested at 6/18/02 RIC Mtg) | 0 | |
| Average Dry Floor Revenue to be Generated Per Use (Estimate Suggested at 6/18/02 RIC Mtg) | $ - | |
| **Total Dry Floor Revenue** | | $0 |

## Operating Expenses

| | | |
|---|---|---|
| **Personnel Expenses** | | |
| **Full-Time Salaries - Feasibility Study** | | |
| County Ice 2002 Budgeted Full Time Salaries - $141,480 | Equiv. Hds. | |
| Ice Rink General Manager - Based on PC Feasibiltiy Study - Annual Salary | 1.0 | $50,000 |
| Ice Rink Assistant Manager - Based on PC Feasibility Study - Annual Salary | 1.0 | $38,000 |
| Facilities & Maintenance Manager - Based on PC Feasibility Study - Annual Salary | 1.0 | $38,000 |
| **Total Full-Time Salaries** | 3.0 | $126,000 |
| **Part-Time Salaries & Wages - Feasibility Study** | | |
| Front Desk/Cashier/Concession Staff - Based on PC Feasibility Study - 69 Hrs/Wk @ $9/Hr | 1.7 | $15,678 |
| Maintenance Personnal - Based on PC Feasibility Study - 133 Hrs/Wk @ $10/Hr | 3.3 | $34,580 |
| Hockey Officials - Based on PC Feasibility Study - 40 Hrs/Wk @ $10/Hr | 1.0 | $10,400 |
| **Total Part-Time Salaries & Wages** | 6.0 | $60,658 |
| **Employee Taxes & Benefits - (Based on Current Tax Rates, Workers Comp Quote & SBSRD Data)** | | |
| FICA Tax Rate - All Employees - 7.65% Current Tax Rate * Total Estimated Payroll | 7.65% | $14,279 |
| FUTA Tax Rate - $56 Current Tax Amount per Employee per Year | $56 | $504 |
| SUTA Tax Rate - 1.3% Current Tax Rate of 1st $22,000 of Payroll per Employee | $286 | $2,574 |
| Workers Compensation - 3.31% Experience Factor per each $100,000 of Total Payroll | 3.31% | $6,178 |
| Based on Estimate from Workers Comp Fund of Utah | | |
| Medical Benefits - Approx $600/Mo per Full Time Employee-Based on Current Avg SBSRD Figures | $600 | $21,600.0 |
| Retirement Benefits - Approx $600/Mo per Full Time Employee - Based on Current Avg SBSRD Figures | $600 | $21,600.0 |
| **Total Employee Taxes & Benefits** | | $66,736 |
| **Advertising - County Ice Model** | | |
| Used County Ice 2002 Budgeted Printing & Adv. Expenses as a Pctg of Total Revenues (w/o Oly Rental) | 1.04% | 1.0 |
| Total Estimated Advertising Expense (Applied to Total Estimated Revenue above) | | 3,81 |
| **Capital Replacement - County Ice Model** | | |

| | | |
|---|---|---|
| Used County Ice 2002 Budgeted Expenses for Small Equip. & Small Tools | | 10,000 |
| **Dues & Subscriptions - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Dues & Subs & Memberships & Books | | 5,000 |
| **Insurance** | | |
| General Liability - Based on $684,000 Operational Exp. Budget | | 3000 |
| Bldg & Contents - Based on a Ice Facility Value of $2.5M | | 6000 |
| **Pro Shop - County Ice Model** | Margin | |
| Used County Ice 2002 Budgeted Expenses for Pro Shop Supplies & Services | #DIV/0! | 0 |
| **Lease** | | |
| **Postage - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Postage | | 800 |
| **Waste Hauling** | | |
| 8 yd dumpster is $115/month serviced M,W,F (2) during Winter season | | 2,070 |
| **Repairs & Maintenance - Facility - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Repairs & Maintenance - Facility | | 12,000 |
| **Repairs & Maintenance - Equipment - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Repairs & Maintenance - Equipment | | 4,900 |
| **Office Supplies - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Office Supplies | | 2,500 |
| **Operating Supplies - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Operating Supplies | | 15,000 |
| **Concession/Vending Supplies - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Concession/Vending/Kitchen Supplies & Prof. Fees | | 2,500 |
| **Telephone - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Telephone | | 5,136 |
| **Training/Seminars/Conferences/Travel - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Educ/Training | | 1,000 |
| **Utilities - Gas - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Utilities - Gas | | 30,000 |
| **Utilities - Electricity - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Utilities - Electricity | | 40,000 |
| **Water/Sewer - County Ice Model** | | |
| Used County Ice 2002 Budgeted Expenses for Water/Sewer | | 3,000 |

## Summer Program Expenses

Expenses considered in above assumptions

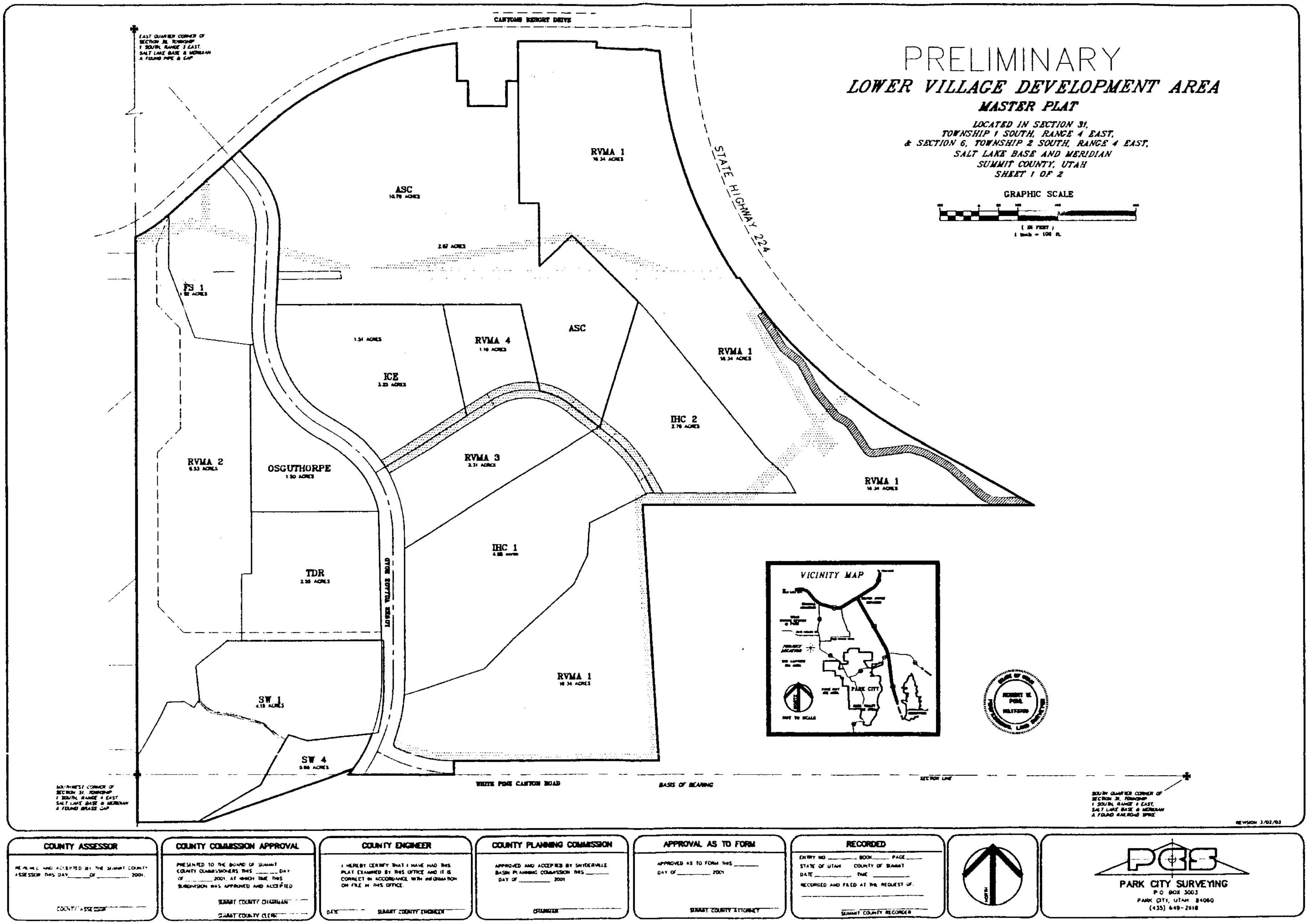
## Summer Program Revenues

Roller hockey / Roller blading fees

**Regional Ice Facility - Proposed O&M Budget**
**Winter Program - November 1st to March 31st**
**Summer Program - April 1st to October 31st**
**Draft as of 03-11-03**

| | | | | |
|---|---|---|---|---|
| Scheduled times for recreational rink use | | | | |
| admission fees - | $3 flat rate | 50 users /week | | 0 |
| Clubs / leagues / group fees | | | | 30000 |
| 6 month pass | | | | 0 |
| | | | total | 30000 |
| Facility Sponsored Event Revenue | | | | |
| Cultural events, fundraisers, etc run by the facility staff | | | | |
| target - (6) events through the summer raising 5k each | | | total | 300 |
| Facility Rental Revenues | | | | |
| Facility Rentals - weddings / exhibitions / trade shows | | target - (25) rentals @ $3,000 per use | | 75000 |
| Canyons Lease - Film Series / Convention Use | | tbd - placeholder for now | | 50000 |
| | | | total | 125000 |
| | | Summer Program Revenues | | 185000 |

ICE Attachment D

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# Council Agenda Report

Date: April 3, 2003
Department: Library and Recreation
Author: Craig Sanchez
Title: Time line for appointments to the Recreation Advisory Board, and adoption of policies. Discuss changes to ordinance 03-06, 2-4-17.
Type of Item: Work Session- Informational.

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Summary recommendation: Approve policies for the Recreation Advisory Board (BOARD); and the time line for recruitment of its members. Discuss changes to ordinance 03-06, 2-4-17.

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Description:

**A. Topic:** Time line for appointments to the Recreation Advisory Board, and adoption of policies. Address changes to ordinance 03-06, 2-4-17.

**B. Background:** On March 13, 2003 Council approved an ordinance amending Title 2, Chapter 4, and Section 17 of the Municipal Code of the Park City Municipal. This amendment dissolves the Parks, Recreation, and Beautification Advisory Board, and rewrites section 17 in its entirety to create a new Recreation Advisory Board. New terms, membership, purpose, duties, procedures, and sub-committee responsibilities were defined.

The purpose of the Recreation Advisory Board is to advise City Council and staff on recreation, parks, and beautification policy and projects as requested by City Council.

**C. Analysis:**

**1.** Appointment of members to the Board: Following is a proposed time line for soliciting applications and appointing members to the new Board.

April 3rd - Approval of time line, policies.
April 7th - Application process begins.
April 23rd - Application period closes.
April 24th - Completed application forms are delivered to Council.
May 1st - New appointments are approved by City Council.
May 15th - Work session with Council and Recreation Advisory Board to set policy goals
September 11th - Quarterly goal status update to City Council from Recreation Advisory Board.

Staff will publicize the process through local media outlets. Applications will be available at City Hall, the Library, the Golf Shop and the Racquet Club.

**2.** Policies:
The proposed policies are a summary of applicable sections of Ordinance No. 03-06. Please see attachment. Policies were discussed and at a joint meeting, with representation from the Mayor, City Council, Staff, and former members of the Parks, Recreation, and Beautification Board.

**2a.** There are three different types of groups set up in policies.
#8- Task forces set up by Council for the study of particular issues. Examples: Farm trailhead parking, Sewer treatment plant, Ice.

#9- Sub-Committees appointed by the Chair of the Recreation Advisory Board. Examples: Gilmore Property, Racquet Club Vision, and Trails.

#10 - "Friends" groups dealing with user specific issues, appointed by staff. Examples: Friends of the Farm, Golf Advisory, Racquet Club, and Library.

**3.** The recent joint meeting also brought up some issues in regard to the approved ordinance 03-06, 2-4-17. There were some suggested amendments to the document. Please see attachment. Another issue dealt with term limits. The group could not come to a consensus on this matter. The three suggested courses of action were:

1. Keep as approved.
2. Allow the one year term members to seek an additional two terms.
3. Remove term limits.

**D. Review:** This report was reviewed by the City Manager, the City Attorney, the Acting Recreation Manager, and the Library Director.

Alternatives:

1) Approve time line, and/or policies as proposed.

2) Approve time line, and/or policies with changes.

3) Direct staff to come back to Council with additions to time line and policies.

4) Direct staff to make amendments to ordinance 03-06, 2-4-17, and put item on future agenda.

5) Deny changes to ordinance 03-06, 2-4-17.

Significant Impacts:

Upon approval of these procedures, staff will commence the recruitment and advertising for the new Recreation Advisory Board.

This new board will likely require additional staff resources including a liaison for the Recreation and Library management team and clerical assistance for preparing agendas, noticing meetings, and filing reports.

Attachments:

1) Ordinance 03-06, 2-4-17
2) Board policies.
3) Application form.

DRAFT:
April 2003

# RECREATION ADVISORY BOARD

Policies and Procedures

1 The RECREATION ADVISORY BOARD (BOARD) is created by Municipal Code of Park City ("Code") Section 2-4-17, attached as Exhibit A and incorporated herein. Nothing in these policies shall overrule any requirement in Section 2-4-17, as amended.

2. The Board will advise City Council and staff on parks and recreation policy as requested by the City Council and consistent with the Code. The City Council will refer particular matters to the Board for discussion, public input and recommendations. The Mayor or Council liaison member will communicate the Council's referral of a matter to the Board.

3. The Board shall meet annually with the City Council as part of the Council's visioning workshop, or as otherwise directed by the Council, to receive updated city goals and direction from the City Council.

4. The Chair of the Board shall communicate regularly with the City Council Board liaison member regarding priorities of the Board as they relate to City Council goals. The City Council liaison member will typically report Board progress on matters to the City Council at least once a month. The Board will provide a quarterly progress report to the City Council during work session of a regular meeting.

5. The role of the City Council liaison will be to:

   Attend regularly scheduled meetings.
   Communicate to the Board recreation issues brought to Councils attention.
   Notify Council of recreation issues brought to the Board by citizens.
   Align Board priorities with Council goals.
   Be a non-voting member of the Board.

6. The Board may request background information from the recreation staff, but such requests shall typically occur at meetings and information shall be requested by the Board as a whole, and all members of the Board shall receive a copy of the information. Board members will use reasonable efforts to communicate independent research material and ex parte information received from the public to the other Board members.

7. Closed meetings may only be held for purposes authorized by U.C.A. 54-4-5, as amended. A quorum for the transaction of business shall be a simple majority of the Board members. Minutes shall be kept at all meetings.

8. Special Task Forces for the study of particular issues may be created by the Mayor and Council. Task Forces may include members of the Board. They will typically serve for 6 months, or until they have completed the work for which they were appointed. Each Task Force shall meet goals and objectives as outlined by the Mayor and Council. The Task

Force will elect a Chair to communicate with the Mayor and City Council. City Manager will approve any staff involvement in these Task Forces.

9. Special committees may be appointed by the Chair, with the advice and consent of the Mayor, City Council. These committees will deal with operational, and capital project issues. City Manager will approve any staff involvement in these committees.

10. Special "Friends" groups may be formed by Staff, with the advice and consent of the Mayor, City Council, and City Manager. These groups may include members of the Board. Staff will communicate directly with Council any Council issues brought to the group. These groups will deal with user specific programming, operational, and capital issues.

11. At its first meeting, and annually thereafter, the Board shall elect a Chair, Vice-Chair and any additional officers as necessary. The Chair shall preside at all meetings, appoint all committees with the concurrence of the Board, call special meetings, and generally perform the duties of a presiding officer. The Vice-Chair or a Board member designated by the Chair shall preside when the Chair is absent. The agenda for meetings shall be prepared and noticed by the Recreation Manager and the Chair.

12. The Board shall also act as a sounding board for new recreation policies and programs. The Board will hear initial proposals by the public for new programs and ideas, unless otherwise decided by the City Council. Prior to initiating staff time or resources on a new program or policy, the Board shall inform the City Council of the matter and request direction on how to proceed and the timing priority of the new matter.

13. The Board may provide annual policy recommendations in conjunction with the City's review of the General Plan with regard to use of City facilities and property for recreation purposes, and recommendations on recreation policies generally.

14. Board members shall be entitled to use recreation facilities on the same terms and conditions as Recreation Staff, in addition to any special visitations necessary to conduct Board business, as approved by the City Manager or his/her designee.

15. In relation to Beatification programs and projects, the Board will focus on Parks, and Citywide Beautification, such as hanging flower baskets. Board members may serve on a Task Force appointed by the Mayor and City Council to deal with Public Art when Parks are impacted.

Ordinance No. 03-06

# AN ORDINANCE AMENDING TITLE 2, CHAPTER 4, SECTION 17 OF THE MUNICIPAL CODE OF THE CITY OF PARK CITY, UTAH TO DISSOLVE THE PARKS, RECREATION AND BEAUTIFICATION ADVISORY BOARD AND RE-WRITE SECTION 17 IN ITS ENTIRETY TO CREATE A NEW RECREATION ADVISORY BOARD WITH NEW TERMS, MEMBERSHIP, PURPOSE, DUTIES, PROCEDURES AND SUB-COMMITTEE RESPONSIBILITIES

WHEREAS, Utah Code Annotated ("UCA") § 11-2-1 gives the City the power to designate and acquire property for playgrounds and recreational facilities and UCA ' 11-2-2 gives cities the authority to organize and play sports and other recreation activities ; and

WHEREAS, UCA §10-8-84 allows the City to pass all ordinances and rules, and make all regulations, not repugnant to law, necessary for carrying into effect or discharging all powers and duties conferred by Chapter 8 of UCA Title 10 which are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Council wishes to reconstitute its advisory board on recreation matters with new terms and responsibilities to facilitate Council communication, goals and priorities; and

WHEREAS, this board is not intended to be a supervisory and maintenance Recreation Board as defined by UCA § 11-2-3, but the board is intended to provide policy input and public communication opportunities in support of recreation programs and facilities;

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

**SECTION 1. FINDINGS.** The recitals above are incorporated herein as findings by the City Council, the legislative body of Park City.

**SECTION 2. AMENDMENT**. Title 2, Chapter 4, Section 17 of the Municipal Code of the City of Park City, Utah is hereby amended to read as follows:

**2- 4-17. ~~PARKS,~~ RECREATION ~~AND BEAUTIFICATION~~ ADVISORY BOARD CREATED.**

There is hereby created a Recreation Advisory Board. The Board shall consist of up to seven (7) members, and one additional representative from the City Council who is a non-voting member. Members shall be residents of Park City and shall serve without compensation.

**(A) TERM OF SERVICE, REMOVAL AND VACANCIES.** Members of the Recreation Advisory Board shall be appointed by the Mayor with the advice and consent of the City Council. Each Board member shall ~~terms~~ of three years, but shall serve until their successor is appointed.

Initially, two appointments shall be made for one and two year terms, and three appointments shall be made for three year terms. Annually thereafter, appointments shall be made for three year terms. Board members shall serve not more than two full terms in succession. The Council shall appoint one of its members to serve as the non-voting member for a term not to succeed the member's City Council term of office. The Council may rotate its appointed member at any time. The terms shall begin on July 1 and end on June 30 of each year.

Any board member who is absent from two (2) consecutive regularly scheduled meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the City Council and asked to resign or be removed for cause by the Council. Vacancies in the Board occasioned by removals, resignations, or otherwise, shall be filled for the un-expired term in the same manner as the original appointments. Ex-officio members may include a staff member or representative from public agencies, community organizations, or public at large. Ex-officio members serve at the invitation of the Council-and have no vote.

**(B) OFFICERS AND THEIR DUTIES.** At its first meeting, and annually thereafter, the Board shall elect a Chairman, Vice-Chairman and any additional officers as necessary. The Chairman shall preside at all meetings, appoint all committees with the concurrence of the Board, call special meetings, and generally perform the duties of a presiding officer. The Chairman shall have the right to vote. The Vice-Chairman or a Board member designated by the Chairman shall preside when the Chairman is absent. The agenda for meetings shall be prepared by the Recreation Manager and the Chairman.

**(C) PURPOSE AND DUTIES OF THE BOARD.** The purpose and duties of the Park City ~~Parks,~~ Recreation ~~and Beautification~~ Board are as follows:

(1) To advise the City Council and staff on parks and recreation policy as requested by the City Council.

(2) To advise the City Council and Staff on parks, recreation and beautification projects as requested by the City Council.

(3) To support and promote the policies and programs of the Library and Recreation Departments.

(4) To advise and support staff on staff recommended budget priorities concerning parks, recreation and beautification projects and programs.

(5) To serve as liaison between the community and public agencies on parks, recreation and beautification issues within Park City.

(6) To stimulate, and initiate community involvement and support for City Council annual and long term goals and priorities, and all parks, recreation and beautification projects and programs.

**(D)** **MEETINGS AND PROCEDURES.** The Board may adopt rules and regulations not inconsistent with the law applicable to public bodies for governing of its meeting. Special meetings may be called at the request of the Recreation Manager or Chairman of the Board. A quorum for the transaction of business shall be a simple majority of the Board members. When vacancies occur, a simple majority of the remaining Board members shall constitute a quorum. Minutes shall be kept at all meetings. Closed meetings may only be held for purposes authorized by U.C.A.52-4-5,as amended.

**(E)** **COMMITTEES.** Special committees for the study of particular issues ~~problems~~ may be appointed by the Chairman, with the advice and consent of Mayor and City Council to serve until they have completed the work for which they were appointed. Each committee shall meet goals and objectives, as delineated by the Chairman, with the advice and consent of Mayor and City Council. Recommendations of committees may be given directly to the City Council. The Chairman of the Recreation Advisory Board shall appoint a chairman for each committee. Nothing herein shall prevent the City Council from directly appointing special committees, which may include Recreation Advisory Board members. *(Ord. 03-___; Ord. 99-50)*

**SECTION 3. DISSOLUTION OF THE EXISTING PARKS, RECREATION AND BEAUTIFICATION ADVISORY BOARD AND RELATION TO OTHER LETTERS OF INTENT, CONTRACTS, RESOLUTIONS, OR ORDINANCES**. The current Parks, Recreation and Beautification Advisory Board is hereby dissolved and the terms of all current members is hereby terminated. Any and all legal references to or requirements of the Parks, Recreation and Beautification Advisory Board in any contract, letter of intent, resolution, ordinance or other document shall be assumed and under the jurisdiction of the Recreation Advisory Board.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall become effective upon publication.

PASSED AND ADOPTED this 13th day of March, 2003.

PARK CITY MUNICIPAL CORPORATION

______________________________

Mayor Dana Williams

Attest:

______________________________

Janet M. Scott, City Recorder

Approved as to form:

______________________________

Mark D. Harrington, City Attorney

PARK CITY
1884

# Application Recreation Advisory Board

Thank you for showing interest in the future of recreation in Park City. This board will advise City Council, and staff on recreation, parks, and beautification policy and projects as requested by City Council.

Name:____________________________________

Address:___________________________________ __________________________________ mailing

Email Address:______________________________

Telephone: (H)______________________________ (W)______________________________________

Fax#______________________________________

1. How long have you lived in the Park City area? ______________________

2. Have you ever served on a municipal advisory board? Yes ____ No____

3. If yes, please describe the board, your involvement, and how long you served:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

4. Describe how many City sponsored meetings in Park City you have attended during the past year (i.e., PRBB, Planning Commission, City Council, Community Vision)?

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

5. Describe your interest in serving on the RAB.

______________________________________________

______________________________________________

______________________________________________

6. Please list your background in community service and/or resume.

______________________________________________

______________________________________________

______________________________________________

______________________________________________

______________________________________________

______________________________________________

The terms for this board will be for three years, with a limit of two terms. To keep a steady rotation the first terms will be:
2 members - 1 year, 2 members - 2 years, 3 members - 3 years.
Please circle if you have a preference for your first term. 1 2 3

I you have any questions please call Ken Fisher at 615-5411, or Craig Sanchez at 615-5833.

Please return completed application to:

Ken Fisher, Acting Recreation Manager
PO Box 1480
Park City, UT 84060

Or hand deliver to Ken at the Racquet Club, Linda Tillson at the Library, or Craig Sanchez at the Golf Course.

**Application Deadline is 5:00 PM Tuesday April 23, 2003.**

| | |
|---|---|
| **DATE:** | **April 3, 2003** |
| **DEPARTMENT:** | **Special Events and Facilities** |
| **AUTHOR:** | **Alison Butz** |
| **TITLE:** | **Four Winds USA Supreme Adventure Race** |
| **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 Four Winds USA Supreme Adventure Race, as conditioned, from August 13 through August 21, 2003.

## A. TOPIC

Review of the Master Festival License Application, submitted by Four Winds Adventure Institute, for the Four Winds USA Supreme Adventure Race from August 13 through August 21, 2003.

## B. BACKGROUND

Four Winds Adventure Institute is coordinating an adventure race which starts and ends within Park City as well as crosses through town during the nine days of competition. The Four Winds Supreme began in 1997 and continues as one of the few races of its kind in the world. Teams of 2 and 4 persons race day and night, over 7-9 days. Teams navigate day and night non- stop in supported and unsupported venues. Activities include: mountaineering; trekking; horseback riding; white water rafting; kayaking and canoe paddling; running; swimming; and mountain biking.

All racers will be expected to adhere to specified racecourse routings as presented to them by the race organization. This is part of the racers' agreement to comply with rules and regulations as dictated and permitted by overseeing agencies who have arranged for passage across lands upon which the race is run. Deviations from racecourse routings are not permitted, and racers could be disqualified or at the very least, penalized for any deviations.

Typical media coverage is through newspaper, magazine, radio and television, local, national and international coverage, and internet and radio reporting. The Four Winds concept of making a part of its race spectator friendly will give greater access to media and spectators. This can translate into greater exposure for race and team sponsors. It is anticipated that Outdoor Life Network will carry programming of race events based on Four Winds Races and participants.

Four Winds is committed to the allocation of a portion of annual race event sponsorship moneys to educational programs for indigenous peoples, based on race locations each year.

## C. ANALYSIS

The race will begin at sunrise on Wednesday, August 13th, on the town lift plaza. Approximately 500 people, who include racers, support crews, volunteers and staff, will attend the start of the race. The start activities include warm-ups and last minute instructions. The race will begin with a run taking the racers off the town lift, over the Park Avenue bridge and onto the Sweeney Switchbacks. Once the racers leave the Town Lift Plaza they will begin to separate from each other, depending on skill levels meaning that during the remainder of the course the community will only see the single group of racers along the course at one time. The course will extend past Mountain Dell, the Uintas and through the Provo River Valley. The race will conclude at Park City Mountain Resort, and the first racers are anticipated completing the course on August $19^{th}$.

At this time there is no significant need for structures. There is discussion regarding a concert component at the end of the event. At this time that component is not specified. If, at such time that is planned Staff will return to Council for approval of the modification to the application.

Property Owners
Since the racecourse will cover 350 – 400 miles, it is the race organizers responsibility to work with the various property owners for access across their property. City Staff will continue to work with the applicant to receive property owners' approval in Park City for the racecourse and staging areas.

Event Schedule

| | |
|---|---|
| Wednesday, August 13 | 6:34am (Sunrise) Race Beginning – Town Lift Plaza |
| Friday, August 15 | Racers reach bicycle course in town |
| Tuesday, August 19 | First racers are anticipated to finish at Park City Mountain Resort |

Parking and Transportation
Each team will have a support crew carrying extra supplies and gear. Throughout the racecourse checkpoints and staging areas will be designated preventing disturbance to adjacent areas and neighborhoods. At this time the designated staging areas will be at the Town Lift Plaza for the start of the race. Parking requirements for the start of the race can be accommodated by the use of adjacent on-street parking and the Swede Alley parking lots. Due to the early start of the race paid parking on Main Street will not be in affect. Staff will barricade no racer/support crew parking in front of residential homes on Park Avenue to decrease the impacts of the early morning start. The remainder of the staging areas in town will occur at Park City Mountain Resort where adequate parking can be accommodated.

Police Services
The racers at the beginning of the race will not be crossing streets so no street closure is required. At the additional times where the racecourse crosses through Park City the racers will be dispersed and will not need assistance when navigating through town.

Building Permits
The applicant will have a few temporary structures for the event. At the start there will be a start gate with banners and at Park City Mountain Resort structures for the finish, medical crew and race registration will be needed.

**ALTERNATIVES**

1. Approve the Master Festival License, as conditioned by staff, allowing the Four Winds USA Supreme Adventure Race from August 13 through August 21, 2003.
2. Modify the parameters of the event and approve the Master Festival License, the Four Winds USA Supreme Adventure Race from August 13 through August 21, 2003.
3. Deny the Master Festival License, thereby the Four Winds USA Supreme Adventure Race from August 13 through August 21, 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 Four Winds USA Supreme Adventure Race from August 13 through August 21, 2003, based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Four Winds USA Supreme Adventure Race from August 13 through August 21, 2003. The event includes mountaineering; trekking; horseback riding; white water rafting; kayaking and canoe paddling; running; swimming; and mountain biking course, which takes place on portions of trails and streets within Park City. The start of the race will be at the Town Lift Plaza and the race will end at Park City Mountain Resort.
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 Four Winds USA Supreme Adventure Race 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 applicant will provide volunteers to man any major street crossings when needed. The Four Winds USA Supreme Adventure Race 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. Staging areas will be designated for parking and transition zones. 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 Four Winds USA Supreme Adventure Race 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 security provisions proposed the Four Winds USA Supreme Adventure Race 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 Four Winds USA Supreme Adventure Race 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. All music associated with the start of the event shall not be audible past the property lines, as specified within the Park City Municipal Code's Noise Ordinance.
4. 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.
5. 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

PARK CITY
1884

## MASTER FESTIVAL/SPECIAL EVENT LICENSE

| | |
|---|---|
| **Type of License:** | **____ Special Event X Master Festival** |
| **Event Name:** | **Four Winds USA Supreme Adventure Race** |
| **Event Date(s):** | **August 13 through August 21, 2003** |
| **Event Location:** | **Town Lift Plaza and Park City Mountain Resort** |
| **Licensee:** | **Four Winds Adventure Institute** |
| **Contact Person:** | **Dr. Bill Lionberger** |
| **Approved By:** | **___ Special Events Manager X City Council of Park City** |
| **Approval Date:** | **April 3, 2003** |

The City Council has approved the Master Festival License for the Four Winds USA Supreme Adventure Race from August 13 through August 21, 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 Four Winds USA Supreme Adventure Race from August 13 through August 21, 2003. The event includes mountaineering; trekking; horseback riding; white water rafting; kayaking and canoe paddling; running; swimming; and mountain biking course, which takes place on portions of trails and streets within Park City. The start of the race will be at the Town Lift Plaza and the race will end at Park City Mountain Resort.
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 Four Winds USA Supreme Adventure Race 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 applicant will provide volunteers to man any major street crossings when needed. The Four Winds USA Supreme Adventure Race 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. Staging areas will be designated for parking and transition zones. 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 Four Winds USA Supreme Adventure Race 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 security provisions proposed the Four Winds USA Supreme Adventure Race 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 Four Winds USA Supreme Adventure Race 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. All music associated with the start of the event shall not be audible past the property lines, as specified within the Park City Municipal Code's Noise Ordinance.
4. 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.
5. 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 3rd 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

## CITY COUNCIL STAFF REPORT

| | |
|---|---|
| DATE: | **April 3, 2003** |
| DEPARTMENT: | **Planning** |
| AUTHOR: | **Brooks T. Robinson** |
| TITLE: | **Flagstaff Mountain Village, Metes and Bounds Subdivision of Four Parcels** |

**SUMMARY RECOMMENDATION:** Conduct a public hearing, consider any public input, and consider staff's recommendation to approve the metes and bounds subdivision as conditioned or amended.

## DESCRIPTION

| | |
|---|---|
| Applicant | United Park City Mines Company and East West Partners |
| Location | Flagstaff Annexation area "Pod A", aka Flagstaff Mountain Village |
| Zoning | Residential Development-MPD |
| Adjacent Land Uses | Open Space, Deer Valley Resort |
| Reason for Review | Subdivisions require Planning Commission review and City Council approval. |

### A. Background

On January 24, 2003, the City received an application for a subdivision of part of the area called Pod A, now known as the Flagstaff Mountain Village (FMV). This initial application was for four lots in the southeast quadrant of the FMV. After considerable discussion between the applicant and Staff, on February 19th an amended application under Utah Code Section 10-9-806 was filed to expedite processing the subdivision without a concurrent Master Planned Development.

The Planning Commission initially discussed this application on February 26th (work session notes, Exhibit B). The Planning Commission held a public hearing on March 26, 2003 and forwards a **positive recommendation** to the City Council.

The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities. The Flagstaff Mountain Resort is located in the RD-MPD and ROS-MPD Districts.

The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-used development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2, and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.

## B. Analysis

Utah Code Section 10-9-806 allows subdivisions of less than ten lots to occur without the necessity of a subdivision plat if the following conditions are met:
1. Planning Commission recommendation;
2. Document has a certificate of approval from the legislative body or designated official;
3. The subdivision is not traversed by proposed streets and does not require dedication of any land for a street or public purpose; and
4. The lots meet the requirements of the zoning ordinance.

Staff has reviewed the request under Utah Code Section 10-9-806 and finds that this application complies with these requirements if the attached conditions are agreed to by the applicant. No density is assigned to any of the parcels by approving this subdivision. A Master Planned Development application must still be approved in order to assign density and finalize the lot layout. No construction will be allowed on the preliminary lots without subsequent MPD aprroval and final subdivision plat approval. There are streets proposed in the parcels but they are private. There are also future dedications required, particularly utility easements and other reasonable dedications that will be required in the MPD and future subdivision, that this approval does not effect. A condition of approval clearly states that the City is not waiving any ability to require such dedications, including those for public purposes, prior to approving any development on the parcels, and that all requirements of the Development Agreement and applicable zoning and subdivision requirements of the Land Management Code remain in full effect.

Simply put, this preliminary subdivision vests no development rights with the applicant except the ability to transfer and/or encumber the parcels for financing purposes without running afoul of state and local subdivision requirements.

## C. Department Review

This project has gone through an interdepartmental review. The City Attorney and City Engineer will prepare the Certificate of Approval in accordance with City Council final action.

## D. Notice

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

## ALTERNATIVES

**A.** The City Council may approve the metes and bounds subdivision as conditioned or amended; or

**B.** The City Council may deny the metes and bounds subdivision; or

**C.** The City Council may continue the discussion with direction to the staff and applicant.

## SIGNIFICANT IMPACTS

As conditioned, there are no significant impacts with this application.

## RECOMMENDATION

Staff recommends that the City Council open the public hearing, consider any public input, and consider staff's recommendation to approve the metes and bounds subdivision based on the following findings of fact, conclusions of law and conditions of approval:

Findings of Fact:

1. The property is located within the Flagstaff Mountain Annexation at Pod A, also known as the Flagstaff Mountain Village. The property is zoned Residential Development - RD-MPD. The property is vacant.
2. The subdivision is for less than ten lots. The subdivision creates four metes and bounds parcels as described in the attachments to the 2/19/03 application letter.
3. No density is assigned to any parcel and no uses or other development rights are vested in the applicant by virtue of this approval.
4. The Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 approved on June 24, 1999 and the Land Management Code govern the development parameters of the parcels.
5. There are streets proposed in the parcels but they are private. There are also future dedications required, particularly utility easements and other reasonable dedications that will be required in the MPD and future subdivision, that this approval does not effect.
6. The parcels meet the zoning requirements of the RD-MPD zone, subject to the conditions of approval.
7. The Planning Commission conducted a public hearing and forwarded a positive recommendation to the City Council on March 26, 2003.

Conclusions of Law:

1. There is good cause for this subdivision.
2. As conditioned, the subdivision is consistent with the Park City Land Management Code, the General Plan and Utah Code Section 10-9-806.

3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the subdivision for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the subdivision.
2. The applicant will record the metes and bounds subdivision at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the subdivision will be void.
3. The City is not waiving any ability to require reasonable and legal dedications, including those for public purposes, prior to approving any development on the parcels, and that all requirements of the Development Agreement, large scale MPD with associated Technical Reports, and applicable zoning and subdivision requirements of the Land Management Code remain in full effect
4. No construction will be allowed on the preliminary lots without subsequent MPD approval and final subdivision plat approval.
5. The applicant shall disclose these conditions to any subsequent purchaser or holder of any security instrument on the parcels.
6. The City Attorney shall prepare a Certificate of Approval reflecting these Findings, Conclusions and Conditions of Approval.

**EXHIBITS**

Exhibit A - 2/19/03 Application letter for metes and bounds subdivision.

M:\Brooks\COUNCIL\Council 03\Flagstaff Pod A subdivision (rev).wpd

February 19, 2003

*By Hand Delivery*

Mark D. Harrington, Esq.
Park City Municipal Corporation
445 Marsac Ave.
P.O. Box 1480
Park City, Utah 84060

*Re:* *Application by United Park City Mines Company for Approval of Metes and Bounds Descriptions for a Portion of the Flagstaff Mountain Property Located in Park City, Utah ("Property")*

Dear Mr. Harrington:

This letter shall serve as an application for approval pursuant to Utah Code Section 10-9-806 ("Application"). By this Application, United Park City Mines Company ("United Park") is seeking approval from Park City Municipal Corporation (the "City"), without the necessity of recording a subdivision plat, to record in the Summit County Recorder's Office instruments containing metes and bounds descriptions of a 19.48 acre portion (the "Property") of the real property commonly referred to as Pod A in the Development Agreement for Flagstaff Mountain dated June 24, 1999 (the "Development Agreement"). If this Application is approved, the recorded instruments would divide the Property into four parcels (the "Parcels") and would include a 2.09 acre parcel, a 7.54 acre parcel, a 4.11 acre parcel, and a 5.74 acre parcel. A map and the legal descriptions for each of the Parcels is attached to this Application at Tab A and Tab B respectively.

The Property is located in the Flagstaff Master Planned Development, is zoned RD-MPD and is subject to the Development Agreement. The Property is not located in a subdivision and is not actively used at this time. The Parcels are not traversed by the mapped lines of a proposed street shown in the general plan and do not require the dedication of any land for street or other public purposes. In addition, each Parcel meets the frontage, width, and area requirements of the RD-MPD zoning and does not require a variance from those requirements. The form of the proposed instrument for recording is attached to this Application at Tab C.

United Park, by this Application, is not seeking any density determination or development rights and acknowledges that the approval of this Application by the City in no way confers any density or development rights with the respect to the Parcels. Further, United Park acknowledges that in order to obtain such rights the developer of each of the Parcels will be required to submit and obtain from the City subdivision plat and MPD application approval in full compliance with the Park City Land Management Code and the Development Agreement. United Park is the fee title owner of the Property.

Based on the forgoing, United Park respectfully requests that the Planning Commission recommend and that the City Council approve this Application pursuant to Section 10-9-806 of Utah Code. If additional information or documentation is required, please contact me at any time at 435-649-8011.

Thank you for your time and consideration.

Sincerely,

UNITED PARK CITY MINES
COMPANY, a Delaware corporation

By:
Hank Rothwell, President

List of Attachments

Attachment A – Map of Parcels
Attachment B – Legal Descriptions of Parcels
Attachment C – Form of Instrument

LEGAL DESCRIPTION
Parcel 1

A parcel of land located in the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian

Beginning at a point that is North 88°09'24" East 64.11 feet along Section Line and South 348.33 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 71°43'44" East 236.35 feet, thence South 46°17'19" East 100.92 feet, thence South 10°26'27" West 50.68 feet, thence South 10°03'54" East 45.64 feet to a point on a 97.00 foot radius curve to the right, thence southeasterly along the arc of said curve 32.19 feet (chord bears South 01°21'41" East 32.05 feet), thence South 51°51'12" East 107.93 feet to a point on a 325.00 foot radius curve to the left of which the radius point bears North 38°08'48" East, thence easterly along the arc of said curve 293.68 feet through a central angle of 51°46'25" to a point on a 15.00 foot radius compound curve to the left of which the radius point bears North 13°37'37" West, thence northerly along the arc of said curve 29.35 feet through a central angle of 111°39'10" to a point on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, thence along the southerly line of the Marsac Avenue Right of Way South 37°16'47" East 85.68 feet to a point on a 15.00 foot radius curve to the left, thence westerly along the arc of said curve 18.69 feet (chord bears North 72°58'54" West 17.51 feet) to a point on a 375.00 foot radius reverse curve to the right of which the radius point bears North 18°41'01" West, thence westerly along the arc of said curve 371.95 feet through a central angle of 56°49'49", thence North 51°51'12" West 107.93 feet to a point on a 47.00 foot radius curve to the left of which the radius point bears South 38°08'48" West, thence westerly along the arc of said curve 43.39 feet through a central angle of 52°53'38" to a point on a 15.00 foot radius compound curve to the left of which the radius point bears South 14°44'49" East, thence southwesterly along the arc of said curve 11.62 feet through a central angle of 44°23'39" to a point on a 45.00 foot radius reverse curve to the right of which the radius point bears North 59°08'28" West, thence westerly along the arc of said curve 117.78 feet through a central angle of 149°57'28", thence North 68°38'07" West 41.06 feet, thence South 78°05'46" West 32.40 feet, thence South 55°44'19" West 101.85 feet, thence North 01°01'04" West 117.01 feet to the Point of Beginning

Description contains 2.09 acres

LEGAL DESCRIPTION
Parcel 2

A parcel of land located in the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian

Beginning at a point that is North 88°09'24" East 93.48 feet along Section Line and South 1169.39 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 09°03'51" East 188.41 feet, thence North 17°47'47" West 102.41 feet, thence North 08°48'47" West 184.89 feet, thence North 27°56'12" West 29.67 feet, thence North 62°03'48" East 22.77 feet, thence North 55°44'19" East 101.85 feet, thence North 78°05'46" East 32.40 feet, thence South 68°38'07" East 41.06 feet to a point on a 45.00 foot radius curve to the left, thence easterly along the arc of said curve 117.78 feet (chord bears South 74°09'44" East 86.92 feet) to a point on a 15.00 foot radius reverse curve to the right of which the radius point bears South 59°08'28" East, thence northeasterly along the arc of said curve 11.62 feet through a central angle of 44°23'39" to a point on a 47.00 foot radius compound curve to the right of which the radius point bears South 14°44'49" East, thence easterly along the arc of said curve 43.39 feet through a central angle of 52°53'38", thence South 51°51'12" East 107.93 feet to a point on a 375.00 foot radius curve to the left of which the radius point bears North 38°08'48" East, thence easterly along the arc of said curve 371.95 feet through a central angle of 56°49'49" to a point on a 15.00 foot radius reverse curve to the right of which the radius point bears South 18°41'01" East, thence easterly along the arc of said curve 18.69 feet through a central angle of 71°24'14" to a point on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, thence along the southerly line of the Marsac Avenue Right of Way the following three (3) courses: 1) South 37°16'47" East 62.90 feet to a point on a 425.00 foot radius curve to the left of which the radius point bears North 52°43'13" East, thence 2) southeasterly along the arc of said curve 110.79 feet through a central angle of 14°56'10", thence 3) South 52°12'57" East 74.75 feet, thence South 41°21'39" West 262.38 feet, thence North 77°28'14" West 189.26 feet, thence North 86°52'45" West 196.66 feet, thence South 75°02'27" West 190.91 feet, thence South 80°22'11" West 155.52 feet to the Point of Beginning

Description contains 7.54 acres

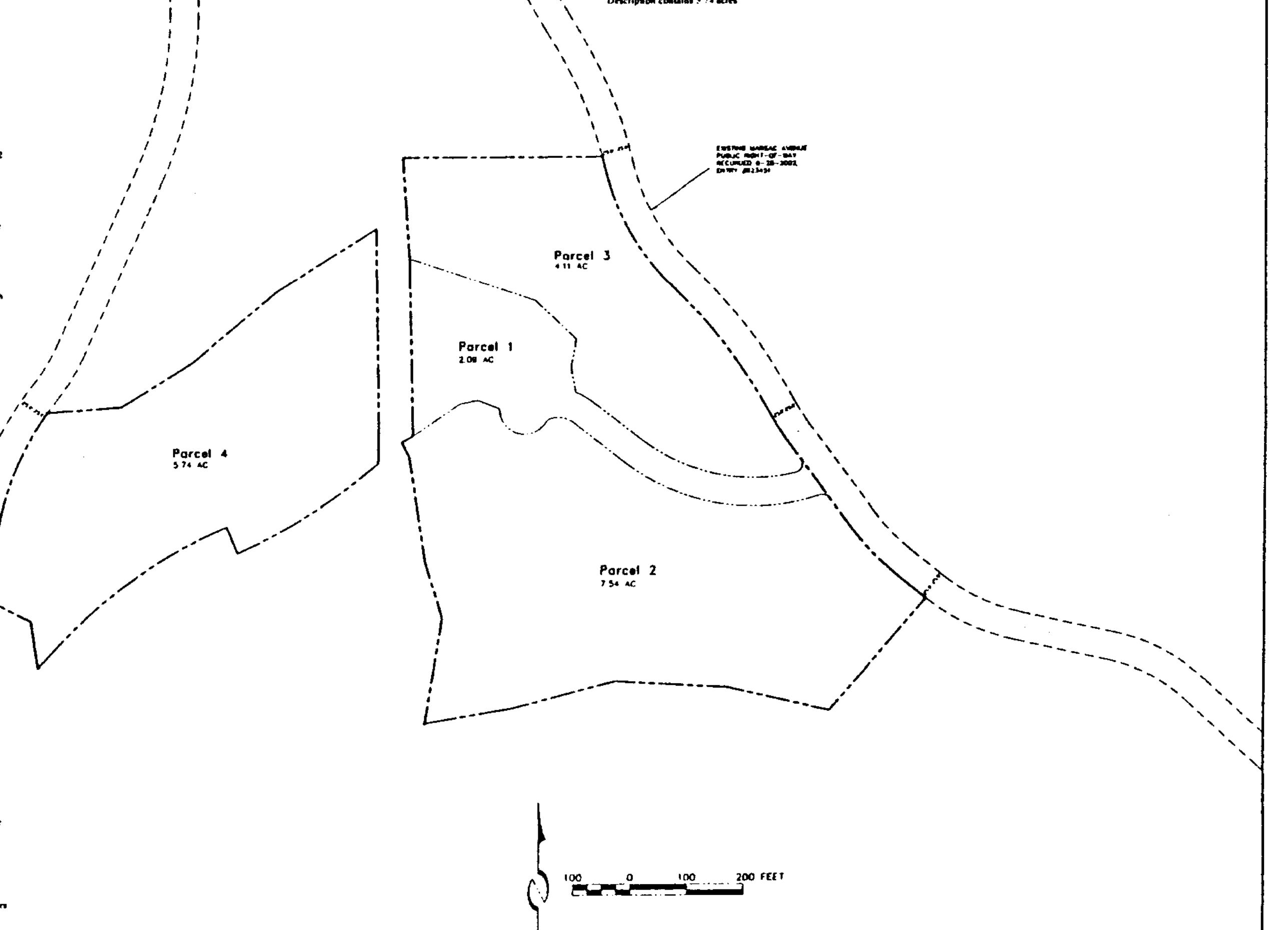
LEGAL DESCRIPTION
Parcel 4

A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian

Beginning at a point that is North 88°09'24" East 2021.31 feet along Section Line and South 603.08 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, and running thence North 85°10'52" East 129.46 feet, thence North 57°41'29" East 151.08 feet, thence North 50°01'04" East 195.25 feet, thence North 57°59'57" East 213.73 feet, thence South 00°37'34" East 358.74 feet, thence South 00°49'54" West 60.81 feet to a point on a 1025.00 foot radius curve to the right, thence southwesterly along the arc of said curve 300.36 feet (chord bears South 58°25'03" West 299.28 feet), thence North 23°11'16" West 50.00 feet, thence South 66°48'44" West 12.88 feet to a point on a 815.86 foot radius curve to the left of which the radius point bears South 23°11'16" East, thence southwesterly along the arc of said curve 378.29 feet through a central angle of 26°33'58" to a point on a 292.28 foot radius reverse curve to the right of which the radius point bears North 49°45'13" West, thence southwesterly along the arc of said curve 25.69 feet through a central angle of 05°02'08", thence North 08°56'35" West 82.91 feet, thence North 63°10'40" West 94.29 feet to a point on the southerly line of the Marsac Avenue Right of Way and on a 215.00 foot radius curve to the left, thence along the southerly line of the Marsac Avenue Right of Way the following three (3) courses: 1) northerly along the arc of said curve 26.84 feet (chord bears North 15°18'49" East 26.83 feet), thence 2) North 11°44'12" East 109.47 feet to a point on a 509.74 foot radius curve to the right of which the radius point bears South 78°15'48" East, thence 3) northeasterly along the arc of said curve 208.55 feet through a central angle of 23°26'29" to the Point of Beginning

Description contains 5.74 acres

56




LEGAL DESCRIPTION
Parcel 3

A parcel of land located in the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian

Beginning at a point that is North 88°09'24" East 64.11 feet along Section Line and South 348.33 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 03°42'27" West 181.80 feet, thence North 89°16'26" East 354.76 feet to a point on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, and on a 325.00 foot radius curve to the right, thence along the southerly line of the Marsac Avenue Right of Way the following five (5) courses: 1) southerly along the arc of said curve 21.56 feet (chord bears South 13°23'27" East 21.56 feet) to a point on a 425.00 foot radius reverse curve to the left of which the radius point bears North 77°27'40" East, thence 2) southeasterly along the arc of said curve 245.75 feet through a central angle of 33°07'47" to a point on a 975.00 foot radius reverse curve to the right of which the radius point bears South 44°19'52" West, thence 3) southeasterly along the arc of said curve 288.1[illegible] feet through a central angle of 16°55'57" to a point on a 375.00 foot radius reverse curve to the left of which the radius point bears North 61°15'49" East, thence 4) southeasterly along the arc of said curve 55.92 feet through a central angle of 08°32'36", thence 5) South 37°16'47" East 41.33 feet to a point on a 15.00 foot radius curve to the right of which the radius point bears South 52°43'13" West, thence southerly along the arc of said curve 29.35 feet through a central angle of 111°39'10" to a point on a 325.00 foot radius compound curve to the right of which the radius point bears North 13°37'37" West, thence westerly along the arc of said curve 293.68 feet through a central angle of 51°46'25", thence North 51°51'12" West 107.93 feet to a point on a 97.00 foot radius curve to the left of which the radius point bears South 38°08'48" West, thence northwesterly along the arc of said curve 32.19 feet through a central angle of 19°00'59", thence North 10°03'54" West 45.64 feet, thence North 10°26'27" East 50.68 feet, thence North 46°17'19" West 100.92 feet, thence North 71°43'44" West 236.35 feet to the Point of Beginning

Description contains 4.11 acres

Attachment A

**Ordinance No.**

## AN ORDINANCE APPROVING A FOUR PARCEL METES AND BOUNDS SUBDIVISION AT FLAGSTAFF MOUNTAIN VILLAGE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at Flagstaff Mountain Village have petitioned the City Council for approval of the Record of Survey 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 March 26, 2003, to receive input on the proposed metes and bounds subdivision;

WHEREAS, the Planning Commission, on March 26, 2003, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 3, 2003, the City Council held a public hearing and approved the proposed metes and bounds subdivision; and

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

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

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

Findings of Fact:

1. The property is located within the Flagstaff Mountain Annexation at Pod A, also known as the Flagstaff Mountain Village. The property is zoned Residential Development - RD-MPD. The property is vacant.
2. The subdivision is for less than ten lots. The subdivision creates four metes and bounds parcels as described in the attachments to the 2/19/03 application letter.
3. No density is assigned to any parcel and no uses or other development rights are vested in the applicant by virtue of this approval.
4. The Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 approved on June 24, 1999 and the Land Management Code govern the development parameters of the parcels.
5. There are streets proposed in the parcels but they are private. There are also

future dedications required, particularly utility easements and other reasonable dedications that will be required in the MPD and future subdivision, that this approval does not effect.

6. The parcels meet the zoning requirements of the RD-MPD zone, subject to the conditions of approval.
7. The Planning Commission conducted a public hearing and forwarded a positive recommendation to the City Council on March 26, 2003.

Conclusions of Law:

1. There is good cause for this subdivision.
2. As conditioned, the subdivision is consistent with the Park City Land Management Code, the General Plan and Utah Code Section 10-9-806.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the subdivision for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the subdivision.
2. The applicant will record the metes and bounds subdivision at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the subdivision will be void.
3. The City is not waiving any ability to require reasonable and legal dedications, including those for public purposes, prior to approving any development on the parcels, and that all requirements of the Development Agreement, large scale MPD with associated Technical Reports, and applicable zoning and subdivision requirements of the Land Management Code remain in full effect
4. No construction will be allowed on the preliminary lots without subsequent MPD approval and final subdivision plat approval.
5. The applicant shall disclose these conditions to any subsequent purchaser or holder of any security instrument on the parcels.
6. The City Attorney shall prepare a Certificate of Approval reflecting these Findings, Conclusions and Conditions of Approval.

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

PASSED AND ADOPTED this 3rd day of April, 2003.

PARK CITY MUNICIPAL CORPORATION

______________________________

Dana Williams, MAYOR

ATTEST:

______________________________

Jan Scott, City Recorder

APPROVED AS TO FORM:

______________________________

Mark Harrington, City Attorney

LEGAL DESCRIPTION
Parcel 1

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Description contains 2.09 acres

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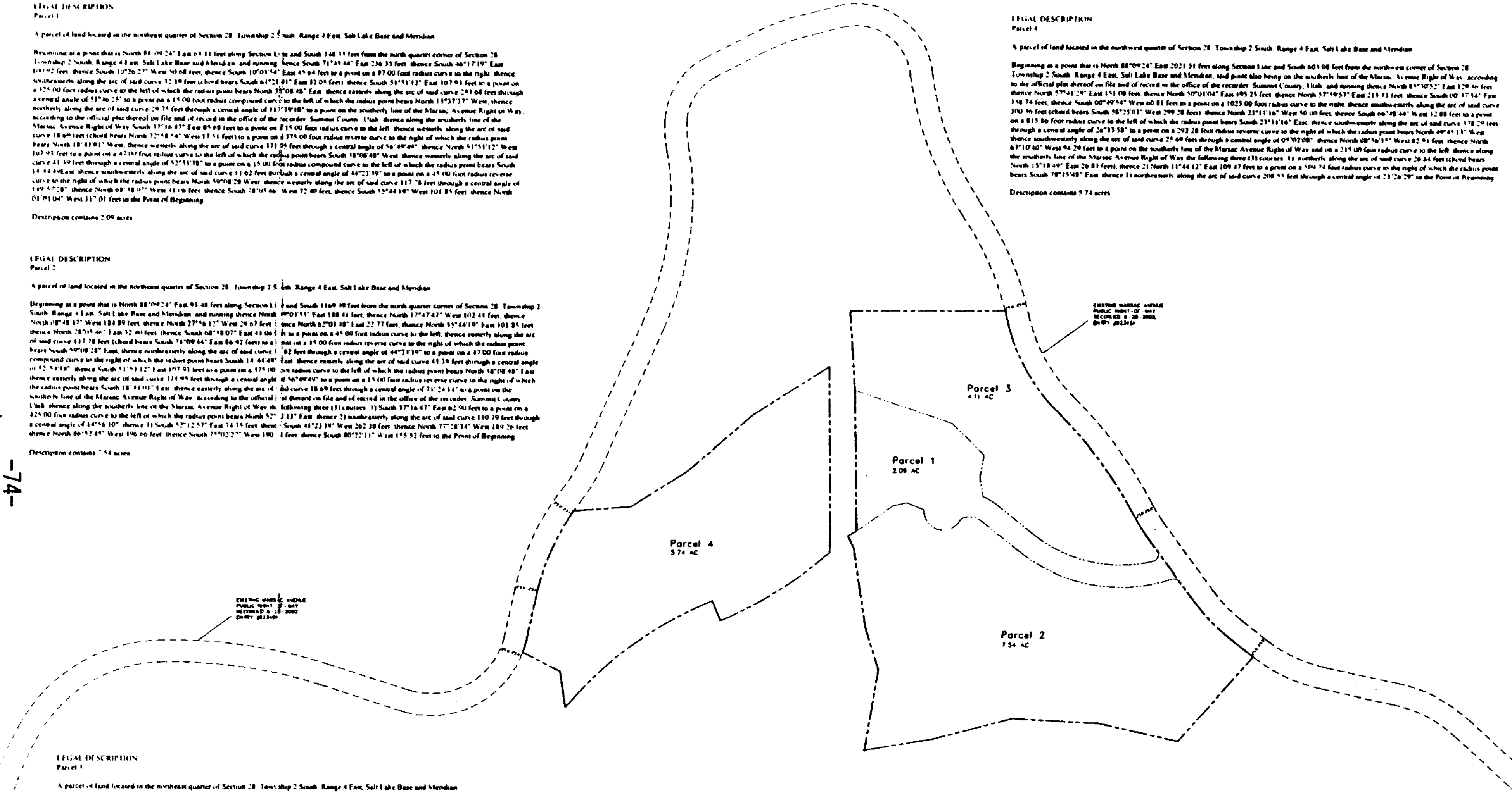
Description contains 7.54 acres




LEGAL DESCRIPTION
Parcel 4

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Description contains 5.74 acres

LEGAL DESCRIPTION
Parcel 3

A parcel of land located in the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian

Beginning at a point that is North 88°09'24" East 64.11 feet along Section Line and South 348.33 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 01°42'27" West 181.80 feet; thence North 89°36'26" East 354.76 feet to a point on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, and on a 725.00 foot radius curve to the right; thence along the southerly line of the Marsac Avenue Right of Way the following five (5) courses: 1) southerly along the arc of said curve 21.56 feet (chord bears South 13°23'27" East 21.56 feet) to a point on a 425.00 foot radius reverse curve to the left of which the radius point bears North 77°27'40" East; thence 2) southeasterly along the arc of said curve 245.75 feet through a central angle of 33°07'43" to a point on a 975.00 foot radius reverse curve to the right of which the radius point bears South 44°30'57" West; thence 3) southeasterly along the arc of said curve 288.14 feet through a central angle of 16°55'57" to a point on a 375.00 foot radius reverse curve to the left of which the radius point bears North 61°15'49" East; thence 4) southeasterly along the arc of said curve 55.92 feet through a central angle of 08°32'36"; thence 5) South 37°16'47" East 41.31 feet to a point on a 15.00 foot radius curve to the right of which the radius point bears South 52°43'13" West; thence southerly along the arc of said curve 29.75 feet through a central angle of 113°39'10" to a point on a 325.00 foot radius compound curve to the right of which the radius point bears North 13°37'37" West; thence westerly along the arc of said curve 293.68 feet through a central angle of 51°46'25"; thence North 51°51'12" West 107.93 feet to a point on a 97.00 foot radius curve to the left of which the radius point bears South 38°08'48" West; thence northwesterly along the arc of said curve 32.19 feet through a central angle of 19°00'50"; thence North 10°03'54" West 45.64 feet; thence North 10°26'27" East 50.68 feet; thence North 46°17'19" West 100.92 feet; thence North 71°43'44" West 236.35 feet to the Point of Beginning

Description contains 4.11 acres

Attachment A

-74-

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