

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 27, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, March 27, 2008.

Closed Session

4:30 p.m. Litigation and property

Work Session

5:30 p.m. Council questions/comments

5:40 p.m. Golf Plan for 2008

P. 4 - 9

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

**IV WORK SESSION NOTES AND MINUTES OF MEETING OF MARCH 6, 2008
AND MARCH 13, 2008**

P. 10 - 21

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

1. Consideration of approval of a construction contract to BMCI, in a form approved by the City Attorney, in the amount of \$49,999 for the Recreation Building and City Park Court lighting project

P. 22 - 38

2. Consideration of consent to the Historical Society to apply for a Historic District Grant for structural improvements to 528 Main Street, Park City, Utah

P. 39 - 43

3. Consideration of approval of a Purchase, Sale and Lease Agreement, in a form approved by the City Attorney, with Gordon Cummings for the acquisition of two acres located on SR248 in the amount of \$500,000

P. 44 - 58

4. Consideration of request from Talisker Corp to provide up to eight affordable unit equivalents through acquisition of existing market units

P. 59 - 62

(a) Public input

(b) Action

VI OLD BUSINESS (*Continued from a previous meeting*)

Consideration of approval of the third amendment to the Park Silly Sunday
Market Master Festival License P. 63 - 102

- (a) Continuation of public hearing
- (b) Action

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

Posted: 03/24/08

See www.parkcity.org

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

March 2008

20 **No meeting**

April 2008

3 **Liza gone**

Trails master plan – work

Eden update – work

Farm use - work

Sundance Film Festival update - The Yard operations

Service Provider Contract for the Police Facility Art Project in the amount of \$40,000

Resolution acknowledging Friends of the Library

10 **No meeting**

17 Ordinance approving a plat amendment for 154 McHenry Avenue, Park City, Utah

Ordinance – 313 Daly Avenue plat amendment – FA

Ordinance – 1615 Park Avenue Cole Sport rezone - FA

Consideration of approval of an amendment to the Water Agreement between the City and Talisker Corp, in a form approved by the City Attorney

City Council call-up of a Planning Commission decision of February 13, 2008 regarding an amendment to the technical report for Empire Pass affordable-employee housing to be provided as required by the Flagstaff Development Agreement, as amended - Talisker Corp.

(a) Continuation of public hearing (b) Action

Amendment to Sundance MOU

24 PC Heights Annexation

Resolution setting forth a strategic plan for the Park City Ice Arena

May 2008

1 **Roger gone**

Presentation of budget

3 *Move to Miners and Library and Education Center for meetings*

8 **No meeting**

15

22

29

Pending Items:

Update on water supply and demand

Consideration of an amendment to the Burbs LLC Annexation Agreement/Affordable Housing

Resolution - Trails Master Plan

Carrying capacity/market analysis survey

Wild land interface issues

City Council Staff Report



Subject: Park City Golf Club 2008 Season
Author: Craig Sanchez, Clint Dayley
Department: Golf Shop / Golf Maintenance
Date: March 27, 2008
Type of Item: Informational

Recommendation: Staff recommends no fee increase for the upcoming golf season. Staff would like a discussion about pursuing the future renovation project.

Topic:
Golf Course update

A. Background

The original golf course was built in 1963, with the additional 9 holes put into play in 1972. The course was purchased by the City from Park City Ski Area in 1979. This was financed by a matching federal grant of \$500,000. Total purchase price was \$1,000,000.

In February of 2008 staff reconvened the group formed in 2006 to discuss golf operations. This group consists of staff: Clint Dayley, Pace Erickson, Jerry Gibbs, Ben Sinclair, Bret Howser, and Craig Sanchez. Users who participate in this group are: Rich Miller, Diane Hier, and Chris Briscoe. This is the group that first met in 2006 and adopted the vision of the Club: "Park City Golf Club shall be the premier public golf course in the intermountain region, providing value, challenge, and a resort feel."

B. Analysis

Staff met with the group and delivered budget, revenue and expense numbers and user round numbers for the 2007 season. Current and future capital improvement projects were also discussed. There was some preliminary discussion on implementing a renovation plan for the golf course. The group felt that with the increases in revenues and the incompleteness of projects on the golf course, changing rates could have a negative impact on play at the course.

Revenues and Expenses

The golf fund is an enterprise fund and is supported solely by user fees. The following figures are fiscal year numbers, not seasonal.

	Revenues	Expenses	Difference
Budget FY2008	\$808,693	\$714,772	\$93,921
Actual FY 2008	\$890,068	\$631,781	\$258,287
FY 2007	\$788,825	\$627,209	\$161,616

FY 2008 Revenues – \$81,375 or 10.1% over budget. Compared to FY 2007 we had an increase of \$101,243 or 12.8%. Main factors for these increases were: drier than normal summer and longer than average golf season.

FY 2008 Expenses – \$82,991 or 11.6% under budget. Compared to a slight increase in FY 2007 of \$4,572 or .07%

Rounds

Rounds	FY 2008	FY 2008	08-07	%
Resident	11,461	10,444	1,017	9.8%
Season Pass	1,883	1,971	(88)	(4.5%)
N-Resident	3,815	3,029	786	26%
Punch Pass	557	553	4	0%
Tour/Lodge	1,152	1,011	141	14%
Comp	1,197	1,013	184	18%
Total	20,065	18,021	2,044	11%

There was an increase in rounds across the board with the exception of Season Pass play. These increases were primarily due to the length of the fall season, (November 10th closing) and a warm, dry summer and fall.

For the 2006 season staff made changes to the fee structure and policy. Green fees were reduced by \$1.00 to increase the amount of play of daily fee players. The Resident rate was also extended to include Park City School District boundaries. Staff developed a more aggressive plan to deal with no shows. The number of no shows has dropped by 18% over the last two years. This combined with the grandfathering of season passes has increased daily fee play, and consequently green fee revenue numbers, which provide 60% of our revenue stream. There has been a 13% increase in green fee revenues since the 2006 plan was put in place. There has been an increase in comp rounds the last few years. This is primarily due to staffing changes going from seasonal employees to volunteer positions for the majority of outside staff. We are restructuring our program this year to where we will have a reduction of 4

volunteers. We are currently at 6% of play, we would strive to keep it between 6-8% of total rounds.

Current rates:

	Resident	Non Resident
9 holes	\$16.00	\$21.50
9 holes / car	\$23.00	\$28.50
18 holes	\$32.00	\$43.00
18 holes / car	\$46.00	\$57.00
Season Pass	\$990.00	
Season Pass / Corporate	\$2850.00	
Season Pass / Junior	\$425.00	
Punch Pass / Senior	\$275.00	

Capital Projects:

Upcoming projects for 2008 – in current capital budget.

- Sod mounds on holes 14, 16 and 18. These mounds are from soils dredged from 18 lake.
- Complete a forward tee box on hole 18.
- Install directional signage due to reconfiguration of cart paths due to hotel construction.
- Remodel the course restroom facilities (Grant application submitted to RAP Tax Committee)

Expenditures for the first three items are estimated at \$30,000; this would be funded by revenue profits from the 2007 season. The restroom upgrade will be funded by RAP Tax grant, if approved.

Below is the schedule for future capital projects.

PROJECT	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	10 - YEAR	TOTAL RENOVATION COST
MOWING EQUIPMENT REPLACEMENT	<i>Completed</i>	98,000	98,000	98,000	98,000	98,000	98,000	98,000	98,000	98,000	957,000	
IRRIGATION CONTROLLERS							22,000	32,000	16,000		70,000	100,000
IRRIGATION PIPING					32,000	32,000					64,000	250,000
IRRIGATION PUMPS		32,000	32,000	32,000					16,000	32,000	144,000	170,000
IRRIGATION HEADS											UNSCHEDULED	650,000
STREAM & SILT CONTROL							10,000				10,000	100,000
DREDGE 18 LAKE	<i>Completed</i>										150,000 (COMPLETED)	
1 & 14 TEE IMPROVMENTS	<i>Completed</i>										50,000 (COMPLETED)	
TEE SIGNS	<i>Completed</i>										20,000 (COMPLETED)	
RESTROOMS IMPROVEMENT		Possible grant funding									UNSCHEDULED	30,000
REBUILD 14 GREEN											UNSCHEDULED	50,000
GREEN CONSTRUCTION											UNSCHEDULED	350,000
FAIRWAY CONSTRUCTION											UNSCHEDULED	750,000
TEE CONSTRUCTION											UNSCHEDULED	150,000
Total CIP CONTRIBUTION		130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	1,245,000	2,600,000

Future Project:: 3 – 5 years

Renovation of the Park City Golf Club was also discussed. The goals and objectives tie in with the vision of the Club.

Preliminary numbers show that this endeavor will cost approximately \$2,600,000. Some of these projects are scheduled within our 10 year capital improvement plan (in italics) as approved last year. There are expenditures of \$288,000 to be funded by user fees planned within the next 9 years. A course renovation will have a significant impact on revenues as 9 holes of the course would be closed down for the season while renovations are completed. Staff would budget \$1,200,000 loss in revenues for this two year period. Staff plans to include this project in the proposed budget for future years.

Objectives:

Become a greener golf course:

- New turf that is more drought tolerant and resistant to disease.
- New pump stations, using less energy to operate, 5-10% reduction in energy use.
- New sprinkler heads with higher uniform distribution which operate at lower pressures with better coverage. This will save on energy costs and water usage.
- Replace piping. New piping will allow us to move water more efficiently by maintaining proper pressure which increases sprinkler head efficiency.
- System control. Each sprinkler head on the course can be controlled individually by staff.
- Enhance water features. These projects would improve water quality for both Silver Creek and East Canyon watersheds.
- Become a certified Audubon Cooperative Sanctuary.

Improve level of play:

- New turf will allow a tighter cut to the grass thereby increasing speeds on the greens and tighter lies on the fairways.
- More disease tolerant turf will allow us to quickly make the course tournament ready early in the season.
- Grading of fairways will take out the inconsistent areas due to trenching, settling, and heavy use traffic areas.

Economic Development:

As the only public access golf course in Summit County these improvements will solidify our place in the tourism market and help to keep Park City in the forefront of year round destination resorts.

Possible funding sources:

- User Fees
- Summit County RAP Tax
- Summit County Restaurant Tax Grants
- Clean Water Act – 319 Grant
- Golf Course Revenue Bond
- General Fund

The group also felt that improvements that impact play should be held off for the short term as the course is just coming out of a major construction phase due to the hotel construction. Improvements have been identified that will not impact the playability of the course. These include the replacement of the pumps and restroom construction. Currently the Club has a grant application in with the Summit County RAP tax committee for partial funding for these two projects.

C. Department Review:

The City Managers Office, Budget and Grants Department, Public Works Department, and the Recreation – Library Department have reviewed this report.

Alternatives:

- A. Approve the request:** Keep fees at their current levels.
- B. Deny the request:**
- C. Continue the Item:** Council could direct staff to provide further information at a future date.
- D. Do nothing:** This would have the same effect as alternative A.

Significant Impacts:

With the positive financial direction of the golf course over the last several seasons, staff feels that the current price structure will allow the golf fund to grow to provide for future projects. There would not be any fee increases for the 2008 season.

Recommendation: Staff recommends no fee increase for the upcoming golf season. Staff would like a discussion about pursuing the future renovation project.

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MARCH 6, 2008**

Present: Mayor Dana Williams; Council members Candace Erickson; Roger Harlan; Jim Hier; Joe Kernan; and Liza Simpson

Tom Bakaly, City Manager and Mark Harrington, City Attorney

Insa Riepen, Executive Director and Board Member President Jeremy Lund, Recycle Utah

1. Council questions/comments. Liza Simpson discussed the WALC meeting held during the week. Jim Hier reported that staff and the City Council liaisons met with Talisker this week to actively work toward solutions on the affordable housing issue. Joe Kernan stated that a Chamber employee relayed to him that she is receiving complaints about increased traffic in Park City. Candace Erickson reported on Recreation Advisory Board and Historical Society programs and business. Roger Harlan reported on WALC and School District meetings. It is contemplated that the high school will be completed by October 1. He noted that he visited Silver Star and commented on the quality of the project. Mayor Williams spoke about a trip to Utah State to learn about its sustainability efforts; he and members of staff met with a delegation from Beijing on the Olympics over the weekend. He stated that he witnessed inappropriate aggressiveness of Westgate salesmen on Main Street. This is trash-selling and he would love to pull Westgate's business license. The City Attorney advised that the best approach is to catch them in the act and then to contact dispatch. A record can not be created by just observing misconduct. If there are specific complaints, he encouraged to pass those along as it is helpful when dealing with Westgate management.

2. Recycle Utah update. Insa Riepen presented her information through a PowerPoint presentation. She thanked Council for its support, which she hoped would continue at even a higher level. There are many public facilities in town, but none are used more used on a daily basis than the Recycle Center. An automated car count was conducted in 2006 with totals of 300 to 500 vehicles a day, 30% represents businesses. On a busy Monday last fall, 60 vehicles dropped off materials in two hours. Thirty cars an hour sharing a fairly small parking lot is a challenge. Companies support the bin program because the Center is good for the community and the environment. Residential recycling contributes to the majority of the materials dropped off at the Center. Ms. Riepen stated that a questionnaire was mailed to 1,500 households where half lived in Park City. Most Park City residents have curb-side service but use Recycle Utah as well because of its unique programs. It is the only facility in Utah who collects ewaste every day and the Center is in need of more space for this growing program. No one accepts EPS white packing foam which doesn't biodegrade in the landfill and about 100,000 cubic feet has been collected to date. The hazmat collection days have been a huge success and the Center will accept CFLs, batteries, and mercury products

and she detailed ewaste collection numbers. The lodging community has added or expanded recycling programs and PCMR is now recycling on the mountain. She spoke about three carbon footprint workshops held during the year, which were co-sponsored with the Park City Board of Realtors. Visitors can now recycle on Main Street. Ms. Riepen spoke about the Center's Pride in your Park Day, and its continued support of wind power. Earth Day is celebrated with a week of events called Sustainability Week. The green book is published every year for newcomers with the help of the Board of Realtors and green building consultants are available to the public on a monthly basis. Ms. Riepen spoke about educational programs in the school. She stated that composting is the wave of the future and she hopes that a municipal composting facility will be added to operations.

Jeremy Lund pointed out that last year program revenues represent 61% of incoming funds, individual and corporate donations at 23%, and government support at 16%. Over 80% of revenues are produced or raised by the Center so the City is essentially getting a 4:1 benefit on public grant dollars. Fund-raising, bin sponsorships, donations, and private grants continue to increase significantly. He discussed expenses which break down as programs at 82%, administration at 13% and fund-raising at 5%. He emphasized that the Center needs continued support to offset expenses but with the City's commitment, the future is exciting. Ms. Riepen felt that the success of the Center is due to its central location and urged the City to provide a centrally located home with a state-of-the-art education center.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 6, 2008**

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, March 6, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Lloyd Evans, Chief of Police; Bret Howser, Budget Analyst; Pace Erickson, Operations Manager; Jerry Gibbs, Public Works Director; and Tom Daley, Deputy City Attorney.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Swearing-in of Police Officer Mike Carrillo – Chief Lloyd Evans introduced Officer Carrillo and the Mayor administered the oath of office.

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

Request for one-way on upper Woodside Avenue - John Ray, 249 Woodside Avenue, expressed his desire to change upper Woodside to one-way in the winter and was unclear about the process, but has been gathering signatures in support. He described the narrow unsafe conditions because of the snow banks and his dog was hit by a car, but fortunately is okay. It is a challenge traveling upper Woodside Avenue in the summertime and he is concerned about the ability to accommodate emergency vehicles. Snow removal was a big issue this year and the street is barely passable for one vehicle because of parked cars. He also asked that Council consider undergrounding utilities on the street.

Tom Bakaly explained that the City has a neighborhood traffic management plan which may be the appropriate way to handle his request and he offered to meet with Mr. Ray. With regard to undergrounding utilities, conduit has been installed as part of the Woodside reconstruction project. The policy has been to split the costs with the neighborhood if a special improvement district is formed. Mayor Williams noted that the City sponsored state legislation to streamline the process for undergrounding utilities which just passed this session and expressed that members are willing to consider the request. The City Manager added that Public Works will follow up on clearing snow from the street to widen it.

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

1. Consideration of approval of a professional service provider contract with the Historic Main Street Alliance, in a form approved by the City Attorney, in the amount of

\$40,802 – Bret Howser explained that approval of the contract is the concluding step in establishing the Main Street Business Improvement District. Ordinances have been passed establishing the District and another creating fees to be charged to businesses for the purpose of promotion. Staff conducted an RFP process and received one bid from the HMBA in November. In response to a question from Liza Simpson, Mike Sweeney explained that the \$13,000 allocated to the website is an annual budgeted amount. He added that it is their intention to replace the kiosk. Joe Kernan asked if the HMBA is exploring recycling infrastructure, like installing compactors. Ken Davis stated that they have made little progress on a plan because they are picking up the pieces of having to manage the solid waste trash removal which was dumped in their laps. There have been discussions about installing a cardboard compactor on upper Main Street but this is not an easy problem for them to solve. The Mayor asked if the HMBA will continue with Holidays on Main and Halloween. Mr. Davis responded that the HMBA is doing Halloween but the approach for the holiday event has not been determined. The HMBA has to be frugal with funds.

Adam Strachan, attorney, stated that he reviewed the contract which is acceptable. There were minor issues with conflicts in the indemnification provision and insurance, which can be worked out. Mark Harrington advised that this is the reason the wording for contracts on the agenda include verbiage *in a form approved by the City Attorney* so that minor adjustments can be made without bringing it back to Council. Jim Hier, “I move we recommend the City Manager to execute a service provider agreement with the Historic Main Street Alliance in the amount of \$40,802”. Liza Simpson seconded. Motion unanimously carried.

2. Consideration of approval a professional service provider contract with IBI Group, in a form approved by the City Attorney, in the amount of \$82,295 for design and engineering of neighborhood parks – Matt Twombly explained that in October 2007, Council directed staff and the Recreation Advisory Board to develop construction documents for the Old Town Park and to proceed to explore parks improvements on the Holiday Ranch Loop site or the dirt bike park. The City conducted a RFP process, received eight proposals, and interviewed the top four firms. Based on the proposals and interviews, the selection committee is recommending the award to the IBI Group. The contract is for design and engineering services through design development and construction cost estimates for both parks, however, the Holiday Ranch Loop Park is not proceeding through construction and bid documents because of timing. A conceptual master plan and the public input process have only been conducted for the Old Town Park. Based on previous Council direction, staff recommends the award of the contract to IBI Group.

Jim Hier asked the meaning of a 90% construction drawing and Mr. Twombly explained that the process is design development and a 90% construction drawing is a plan that is far enough along to obtain permits. At this point however, the plans can be changed in the event the Building Department makes further recommendations before the project elements are finalized. Jim Hier expressed his confusion because the percentages do not coincide with the projected costs and Mr. Twombly explained that the 90%

represents the point where the plans are far enough along to be submitted to the Building Department for review. Mr. Hier also expressed confusion about the \$10,000 construction phased services budget, acknowledging that it not being authorized now. He is very concerned about paying \$80,000 to design a park. Mr. Twombly explained that there are other engineering issues relating to the Old Town Park because of the flood hazard area and ADA access and utilities from Main Street. The Holiday Ranch Park contemplates building restrooms and a parking lot and engineering and design solutions relate to drainage, privately owned irrigation ditches and the creek. Mayor Williams also expressed concerns about paying \$30,000 for construction drawings which seems exorbitantly high. Mr. Twombly noted that engineering relating to the flood area and creek drive costs. In response to a question from Joe Kernan, he explained that the Old Town Park is estimated at \$400,000 including design and engineering and the final cost for the other park is unknown because its components have not been finalized. Joe Kernan felt it would be helpful to provide public support and/or benefit information during the budget review on these projects and the City Manager felt that the concept design work will provide additional data. Roger Harlan pointed out that the bids ranged from \$33,700 to \$295,000 and Mat Twombly again explained narrowing proposals to four and making sure that they met RFP requirements. Liza Simpson, "I move that we authorize the City Manager to enter into a professional services provider contract for the neighborhood parks project in a form approved by the City Attorney's Office to IBI Group in the amount of \$82,295". Joe Kernan seconded. Motion unanimously carried.

3. Consideration of approving an agreement, in a form approved by the City Attorney, with 21st Century Equipment Co, for the purchase of a Bagela Asphalt Recycler in the amount of \$99,490 – Pace Erickson explained that Council approved an asphalt recycler in the last budget review. The City produces about 100 to 300 tons of millings per year and patching material is currently being deposited in the landfill. This equipment would allow the City to reuse those materials, which will not require adding rejuvenators to the mix to meet the needs of Park City. Ms. Simpson asked if more oil is added to the mix and Mr. Erickson indicated that it isn't required, because the asphalt goes into the same hopper and ten minutes later hot reusable asphalt is produced. This equipment will also allow the City to patch streets in cold weather. Roger Harlan, "I move approval of an agreement, in a form approved by the City Attorney, with 21st Century Equipment Co, for the purchase of a Bagela Asphalt Recycler in the amount of \$99,490". Candace Erickson seconded. Motion unanimously carried.

4. Consideration of approving a Resolution adopting a Neighborhood Traffic Management Policy for Park City, Utah – Jerry Gibbs spoke about bringing the policy to the January 31, 2008 where a number of comments were made and appear in the draft policy. The policy provides criteria and metrics to evaluate requests for traffic calming. The original policy was adopted in 2002 and based on experience and comments from Council, adjustments were made to better reflect types of requests and practices. There are some requests that can be handled immediately without involving the neighborhood process. Joe Kernan referred to the second phase of Phase 1 which doesn't include citizens; he suggested that the applicants or representatives from the

neighborhood participate on the committee. Mr. Gibbs explained that the public is invited to participate in Phase 2 and meetings where the data is discussed. He didn't feel that the technical traffic calming committee where traffic and engineering standards are applied is designed for public participation. The neighborhood is invited to Phase 2 and all following meetings are open. In response to a question from Joe Kernan, Mr. Gibbs stated that the program has about \$50,000 remaining in the budget and additional funding is not requested this year. The strategic plan identifies additional officers and speed trailers which were acquired. Hiring a traffic engineer is recommended for the next phase. Mr. Kernan pointed out general guidelines and specific directives which are much stronger. He feared that some language prevents new ideas from being explored because it is limited to certain criteria and he referred to emergency response times. Jerry Gibbs explained that emergency access is a high priority and the Fire District is included on the committee. Public safety entities are extremely concerned about negotiating traffic calming devices that impact response time. Jim Hier felt this is an appropriate approach. Joe Kernan continued that the statement that *transit service access, safety and scheduling should not be adversely impacted* is very broad and could exclude an innovative solution. The Mayor invited public input. Candace Erickson, "I move we approve the Resolution adopting a Neighborhood Traffic Management Policy for Park City, Utah". Roger Harlan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Nay
Liza Simpson	Aye

5. Consideration of an Ordinance amending Title 8, Chapter 2 of the Municipal Code of Park City, Utah to include the prohibition of reckless skiing at ski resorts and snowboarding within Park City's boundaries - and

6. Consideration of an Ordinance amending Title 8, Chapter 2 of the Municipal Code of Park City, Utah to include the prohibition of skiing and snowboarding in closed areas within ski resorts – Tom Daley explained that the first ordinance deals with reckless skiing while the second with trespass in closed areas. Summit County updated its trespass ordinance on the books since 1978 and reckless skiing since 1980. He explained that the reckless skiing ordinance language contained archaic language regarding responsibilities caused by reckless skiing. This has been revised so that it reads to provide *reasonable* assistance, including warding off other skiers to protect the injured person. The trespass ordinance is similar to other jurisdictions. Summit County has adopted and Wasatch County is in the process of adopting similar ordinances. Mr. Daley explained that a series of meetings were held with the ski resorts who are supportive. There was discussion about the meaning of providing *reasonable* care to the injured person. Mark Harrington explained that this statement deals more with not allowing a person to just ski away from the accident. It doesn't mean to go beyond your capabilities in providing medical assistance, for instance. Mr. Daley explained

misdeemeanors, felonies and infractions for the benefit of Joe Kernan. Violations of this ordinance are Class B misdemeanors. The Mayor opened the public hearing and with no comments from the audience, the hearing was closed. The Mayor disclosed that he received a letter from a student at Rowland Hall opposed to the adoption of the ordinances.

Joe Kernan, "I move we approve the two ordinances regulating reckless skiing and skiing in closed areas, as written in the staff report". Roger Harlan seconded. Motion unanimously carried.

V ADDITIONAL DISCUSSION – AGENDA ITEMS

VI ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; and Mark Harrington, City Attorney; Dave Gustafson, Project Manager; Jon Weidenhamer, Project Manager; Alison Butz, Environmental Specialist; Tom Daley, Deputy City Attorney; Lloyd Evans, Chief of Police; and Kim Leier, Human Resources Manager. Roger Harlan, "I move to close the meeting to discuss property". Liza Simpson seconded. Motion carried unanimously. The meeting opened at approximately 5:15 p.m. Jim Hier, "I move to open the meeting". Candace Erickson seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 13, 2008**

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, March 13, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Phyllis Robinson, Public Affairs Manager; Myles Rademan, Public Affairs Coordinator; Max Paap, Special Events Manager; Brooks Robinson, Planner; and Kirsten Whetstone, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Council comments – Roger Harlan reported on the WALC and Library Board meetings. Liza Simpson spoke about the Planning Commission meeting, specifically her interest in the discussions on the affordable housing projects. Mayor Williams commented on the Council's field trip today to Silver Star to look at the affordable housing component of the project which is spectacular. He met with Ken Davis and the organizers of PSSM during the week about arriving at solutions with regard to revised hours of operation.

2. Legislative update – Gary Hill reported that the water forfeiture bill and the oversight of rentals bill both passed. The building inspector bill didn't pass but may return next year. The forms of municipal government bill passed with several last minute amendments and maintains and clarifies the balance of power. The RAP Tax bill did not pass. Transparency in government finance, requiring cities to post financial transactions on the state data base passed but was amended to the point that it won't affect local governments. The inventory for competitive activities affects only first and second class cities. He explained that enhanced public safety is optional and the minutes bill did not pass. There was discussion about the net metering legislation and the incorporation bill amendments. In response to a question from Liza Simpson regarding mandating cities to use the state's building permit system numbering, Mr. Hill explained that the bill becomes effective on July 1 and our contract with our software provider Eden is that if there are state-mandated laws that require additional reprogramming services, Eden will cover the estimated \$30,000 cost.

3. Upcoming events – Myles Rademan invited members to media training and to hear Dr. Patty Limerick speak at the annual Leadership lecture at 7 p.m. on Monday, March 24 at the Marriott Hotel. The City tour is planned for September 3 – 7, 2008 to Boise and McCall, Idaho.

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

Park City High School Environmental Club – Student Dolly Duke explained that the Club's focus is banning the use of plastic bags in town and they would like to partner with the City to accomplish this goal. Mayor Williams explained that he encouraged the group earlier this week to establish a relationship with the sustainability team. Jim Hier suggested that the group formulate a cost analysis comparing plastic and corn-based products and visit local markets to assess support. Styrofoam is another material that the group is addressing and Candace Erickson strongly urged the students to contact Recycle Utah so that efforts are not duplicated. Joe Kernan asked that the group Council about other project ideas. Liza Simpson suggested that Ms. Duke contact Zooms Restaurant who is using bio-bags for to-go containers and may have information on costs.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF FEBRUARY 28, 2008

Joe Kernan indicated that he provided the City Recorder with minor revisions to the work session notes, "I move approval of minutes of the meeting of February 28 (as corrected)". Roger Harlan seconded. Motion unanimously carried.

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

1. Consideration of an Ordinance approving the Knoll Estates (aka Deer Valley Club Estates) Lots 17 and 18 Amended Subdivision Plat, located at 7888 Aster Lane, Park City, Utah – Kirsten Whetstone explained that this item has been discussed by the Planning Commission on several occasions and has been disputed by a neighboring HOA who has filed an action in court. She recommended a continuance. The Mayor opened the public hearing and there were no comments. Roger Harlan, "I move to continue the hearing to April 3, 2008". Jim Hier seconded. Motion unanimously carried.

2. Consideration of approving a request for waiver of planning application fees in the amount of \$1,550 to \$2,690 - Habitat for Humanity – Phyllis Robinson explained that Habitat for Humanity will request building permit and impact fees waivers but at this point in the process, the request deals only with planning application fees. The City is retaining title to the property until the project is approved. She explained that the range of fees represents fees for two to four units and fee waivers are provided for in the municipal code. Julie Bernhard, Executive Director of Habitat for Humanity, thanked Council for its consideration. Candace Erickson, "I move approval of the waiver of planning application fees in the amount of \$1,550 to \$2,690 for Habitat for Humanity". Liza Simpson seconded. Motion carried.

3. Consideration of approval of a Master Festival License for the US Freestyle Championships to be held at the Town Lift Plaza with amplified music through March 27 - 29, 2008 – Max Paap explained that USSA filed an application in November 2007 to hold its events. The Utah Olympic Park will host the aerials on March 27, PCMR the half-pipe on March 28, and the moguls will be held at Deer Valley on March 29 and 30.

On March 27 through 29, the Town Lift Plaza will serve as a sponsor and awards venue with music provided by Mountain Town Stages. All events will conclude by 7 p.m. each day and MFL approval is required because of the request for amplified music. Roger Harlan suggested marketing the use of our free bus system. Applicant Ginger Reese stated that they still have an opportunity to encourage people through announcements on KPCW and added that no alcohol will be sold by the event organizers. Liza Simpson suggested that there be no parking on the west side of Park Avenue from 9th Street to Heber Avenue and Max Paap noted that the City has been doing this on big ski weekends, and this is a good point. The Mayor opened the public hearing and with no comments from the audience, closed the hearing. Liza Simpson, "I move we approve the Master Festival License for the US Freestyle Championships to be held at the Town Lift Plaza with amplified music through March 27 - 29, 2008". Roger Harlan seconded. Motion unanimously carried.

4. Consideration of an Ordinance approving the 279 Daly Avenue Subdivision Plat, an amendment to Parcels 1 and 2, located at 279 Daly Avenue, Park City, Utah – Kirsten Whetstone explained that on November 21, 2007, the City received a complete application for a plat amendment for 279 Daly Avenue to combine two metes and bounds properties into one lot of record. An existing historic single family home sits on the front parcel and the rear is vacant. The plat amendment creates one legal lot and the Planning Commission forwarded a positive recommendation on February 27, 2008. No public input was rendered at that meeting. The Mayor opened the public hearing and with no comments from the audience, closed the hearing. Roger Harlan, "I move approval of an Ordinance approving the 279 Daly Avenue Subdivision Plat, an amendment to Parcels 1 and 2, located at 279 Daly Avenue". Joe Kernan seconded. Motion unanimously carried.

5. Consideration of an Ordinance approving amendments to the Park City Municipal Code to amend the Park City Sign Code - Title 12-6-2 relating to alterations of non-conforming signs in the Frontage Protection Zone – Brooks Robinson explained that the amendment reflects a change in policy with regard to non-conforming signs. There are about five signs in town which were installed prior to the adoption of the frontage protection zone regulations. The amendment would allow updating signs as long as the new sign complies with all other regulations like height, lighting, color, lettering, etc. He added that this legislation is driven by the replacement of the Snow Country Condominium's sign and staff recommends approval.

Mike Sweeney, property owner, complimented staff on the proposal as it is positive and encouraging.

Candace Erickson asked about the status of the Park Avenue billboard. Brooks Robinson explained that unfortunately, it is regulated by different provisions but if it falls into disrepair, it can not be replaced. With no further input, the public hearing was closed. Joe Kernan asked why the sign could not be moved back to comply with the ordinance. Mr. Robinson explained that the entire project existed before Deer Valley Drive was built and there is no available area to install a sign unless it is placed against

a building wall which is set back one hundred feet. Mr. Kernan felt the reason for the current code provisions is to prompt conformance with a frontage zone 30 foot setback. Brooks Robinson acknowledged that this amendment is a change in policy. There aren't many non-conforming signs but one that comes to mind is the Anderson Lumber sign which under the proposed ordinance could be placed in the same location but would have to meet height and size requirements.

Jim Hier, "I move approval an Ordinance amending the Municipal Code of Park City to revise Section 12-6-2, alterations of non-conforming signs". Liza Simpson seconded. Motion carried.

Candace Erickson	Nay
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Nay
Liza Simpson	Aye

6. Consideration of an Ordinance approving amendments to the Land Management Code - Title 15-15-1 relating to the definition of Maximum House Size and Title 15-12-2 regarding Planning Commission terms – Kirsten Whetstone explained that staff is proposing an amendment to the section on Planning Commission terms so that January references are changed to July and the second change is adding a definition of house size to the LMC definitions. The Planning Commission recommends adding a maximum house size definition which is a measurement of gross floor area. The Planning Commission forwarded a positive recommendation from its February 27 meeting where there was no public input. The Mayor opened the public hearing.

Mike Sweeney, developer, indicated his support.

With no further input rendered, the public hearing was closed. Joe Kernan, "I move approval of the amendments amending the Municipal Code with the definition of maximum house size and the change in the term of the Planning Commission, as written in the staff report". Jim Hier seconded. Motion unanimously carried.

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

Planning Commission stipend – Mayor Williams pointed out that he understood the Planning Commission members have not been paid since October, but aside from this issue, he asked if other Council members support discussing a raise. Planning Commissioners are asked to do a lot for \$100 per meeting, but are not paid for extra meetings. He suggested paying them monthly and the City Manager interjected that it has been a couple of years since this was last discussed and the timing may be good to discuss during the upcoming budget review. Members agreed.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kathy Lundborg, Water Manager; Tom Daley, Deputy City Attorney; and Jerry Gibbs, Public Works Director. Jim Hier, "I move to close the meeting to discuss property". Candace Erickson seconded. Motion carried unanimously. The meeting opened at approximately 5 p.m. Roger Harlan, "I move to open the meeting". Liza Simpson seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

City Council Staff Report

Author: Matt Twombly, Project Manager
Subject: City Park Recreation Building Courts
Lighting Project
Date: March 27, 2008
Type of Item: Request for Award of Contract



**Sustainability
Implementation**

Summary Recommendation:

Staff recommends City Council authorize the City Manager to execute a construction contract in a form approved by the City Attorney's Office to BMCI Electric, Inc., in the amount of Forty Nine Thousand Nine Hundred Ninety Nine Dollars (\$49,999.00).

Description:

A. Topic: Construction Agreement Award – Recreation Building Courts Lighting Project

B. Background:

In September of 2006 and on October 11, 2007 during the RAB Visioning, staff updated the Council on a number projects including the lighting of the basketball and volleyball courts adjacent to the Recreation Building in City Park. The construction project was estimated to be about \$50,000. The City applied for and received an Administrative Conditional Use Permit in July 2007.

The project briefly entails the furnishing and installation of: Four 30 foot poles, black in color (2 for basketball, and 2 for volleyball) with two 1000 watt metal halide lights on each pole; install concrete bases with footings; trenching, furnish and install electrical conduit, wire, backfill, asphalt and concrete repair; landscape repair; electrical meter; timers and subsequent cleanup. All work shall be in conformance with the plans and specifications as prepared for the project by the Architects (Gould Evans). The lights, poles and timers will take approximately six to eight weeks from the manufacturer.

The lights will be on timers with controls similar to that at the tennis courts. The lights will also have a cut off timer and programmed similar to the other lights in City Park and end at 10:00 PM. The lights will allow for extended programming of the volleyball courts and better lighting for safety on the basketball courts.

Analysis:

Staff solicited bids from four local and known electricians, in conformance with the City's contracting and purchasing policy, Hunt Electric, Chesley Electric, Noot Electric and BMCI Electric. There were three bidders on the project. Hunt Electric

did not pick up plans or bid. The bids were opened and read aloud on March 13, 2008. The City has previously worked with all bidders on the project, where they are licensed, insured and bondable for such a project.

The lowest responsible bidder was BMCI Electric, Inc., in the amount of \$49,999. The next lowest bidder was Chesley Electric, in the amount of \$53,000 and then Noot Electric in the amount of \$55,000. The completion date is set for June 1, 2008.

Department Review: This report was reviewed by City Manager, Legal, Sustainability Implementation Team, and Recreation.

Alternatives:

- A. Approve the Request:** Staff is requesting authorization to proceed with the City Park Recreation Building Court Lighting project and award the construction contract on a form approved by the City Attorney's Office to BMCI Electric, Inc., in the amount of Forty Nine Thousand Nine Hundred Ninety Nine Dollars (\$49,999.00)
- B. Deny the Request:** This will mean that the project will not be completed and the courts will remain unlit.
- C. Continue the Item:** This would delay the project which would impact the anticipated completion.
- D. Do Nothing:** This will have the same impact as delaying the request.

Significant Impacts / Consequences of not taking the recommended action:

A delayed contract approval would impact completing the project by June 1, 2008. The equipment for the project is anticipated to be ordered after the execution of the contract upon receipt of bonds and insurance where long lead times are anticipated for this equipment. There is currently approximately seventy thousand dollars (\$70,000) in the City Park CIP.

Recommendation:

Staff recommends City Council authorize the City Manager to execute a construction contract on a form approved by the City Attorney's Office to BMCI Electric, Inc., in the amount of Forty Nine Thousand Nine Hundred Ninety Nine Dollars (\$49,999.00).

Attachments:

Construction Agreement

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2007, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and BMCI ELECTRIC, INC., which is a (*check one*) ____ corporation ____ partnership ____ sole proprietorship ____ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Park City Recreation Building Court Lighting (hereinafter "Project"), located at 1400 Sullivan Road, which consists of the furnishing and installation of: Four 30 foot poles, black in color (2 for basketball, and 2 for volleyball) with two 1000 watt metal halide lights on each pole; install concrete bases with footings; trenching, furnish and install electrical conduit, wire, backfill, asphalt and concrete repair; landscape repair; electrical meter; timers and subsequent cleanup. All work shall be in conformance with the plans and specifications as prepared for the project by the Architects (Gould Evans).

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

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

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

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

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

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have

been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

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

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

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

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

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of

one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

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

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

The Contractor shall provide a Certificate of Insurance evidencing:

A. Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

C. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **Forty Nine Thousand Nine Hundred Ninety Nine Dollars (\$49,999.00)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

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

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

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

labor or supplied the last of the material for the Project and upon written request from the Contractor.

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

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

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

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor, if no mutual agreement, then no liquidated damages) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

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

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

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

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

- A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

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

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

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

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

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events

within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

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

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

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

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

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

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

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

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

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

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

Contractor: Brent Waterman, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above; Park City: Matthew Twombly, Project Manager, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

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

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

PARK CITY MUNICIPAL CORPORATION

Thomas B. Bakaly, City Manager

ATTEST:

Janet M. Scott, City Recorder

APPROVED AS TO FORM:

Polly Samuels McLean, Assistant City Attorney

BMCI Electric, Inc.
3200 South 600 East
Heber City, UT 84032

Brent D. Waterman, President

947487-0142
Utah Contract License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, _____, personally appeared before me Brent D. Waterman, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he is the President of BMCI Electric Inc., by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

Notary Public

City Council Staff Report

Author: Jonathan Weidenhamer
Subject: Historical Society Grant Application - Property Owner Consent
Date: March 27, 2008
Type of Item: Administrative

Summary Recommendations:

As project manager, authorize consent to the Historical Society for the museum to proceed with a Grant application to assist in waterproofing of the existing building's foundation.

Background

Part of the scope of the museum expansion and addition includes the stabilization of the existing building's foundation. It is necessary to waterproof the jail wall (the basement level at the main street sidewalk and below). Waterproofing will prevent further leakage and seeping of moisture that is currently causing spilling of the plaster from the interior of the jail walls.

The total cost of this portion of the project is estimated at \$44,240. The Historical Society seeks half that amount in a Historic District Grant (\$22,120). Similar to giving the Historical Society permission to proceed with the expansion project, as the property owner, the City Council must give their consent to allow the Grant application to proceed. Exhibit C identifies background budget & subsidy information.

Analysis

Grant applications are processed through the Planning Department and awarded by the Historic Preservation Board (HPB) on a monthly basis. Additional information on the Grant program can be found in Exhibit A – Historic District Grant Program Information Guide. Should Council give their consent, the Planning Department will review the application for eligibility and make a recommendation to the HPB on potential award, including amount. Nothing herein presupposes Council support for or against the merits of the grant application. Council consent merely allows the application to be considered in the same process as all other grant applications.

Department Review

The Sustainability Team and Executive and Legal Departments have reviewed this report.

Alternatives:

A. Approve the Request:

Authorize consent and allow Park City Historical Society & Museum to proceed with the Grant application. **This is the recommended action**

B. Deny the Request:

Deny the consent to proceed with the application

D. Continue the Item:

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

Significant Impacts

Should Council not consent to pursuit of a grant, the Historical Society will be responsible for the entire cost of waterproofing the foundation.

Recommendation:

Authorize consent to the Historical Society to proceed with a Grant application to assist in waterproofing of the existing building's foundation.

Exhibits:

A – Historic District Grant Program Info Guide

B – Existing conditions

C - Background budget & subsidy information

Exhibit A



Park City Municipal Corporation
445 Marsac Avenue • PO Box 1480 • Park City UT 84060 • (435) 615-5060 • (435)-615-4906-fax • www.parkcity.org

HISTORIC DISTRICT GRANT PROGRAM INFORMATION GUIDE

In 1987 the Park City Historic District Commission and City Council identified the preservation of Park City's historic resources as one of their highest priorities. The Grant Program has operated continuously since that time with the full support of subsequent City Councils and Preservation Boards.

How does the Grant Program work?

Grants are available for historic residential or commercial structures in Park City. The purpose of the grant is to assist in offsetting the costs of rehab work. Grants are to be used toward specific rehabilitation projects.

When does the review process take place? The Historic Preservation Board will review applications and will award grant funds on a monthly basis. Funds shall be awarded to projects that provide a community benefit of preserving and enhancing the historic architecture of Park City. Applications must be submitted to the Planning Department by the 10th of each month in order to be considered for review at the following month's meetings.

What must be included in the application?

- ***Historic District Grant Application** form
- *Written **Scope of Work & Specifications**
- *Submittal of **cost estimate**
- ***Breakdown of estimated cost of the scope of work**
- ***Drawings** as they apply to specific work
- ***Color Photographs** of existing conditions
- ***Brief History** of structure

Application forms are available in the Planning Department and online and include more detailed information.

What types of improvements are eligible? Listed below are some examples of eligible and non-eligible improvements. Improvements should be completed in compliance with *The Secretary of the Interior's Standards for Rehabilitation*.

Eligible Improvements include, but are not limited to:

- *siding
- *windows
- *foundation work
- *masonry repair
- *structural stabilization
- *retaining walls of historic significance/steps/stairs
- *exterior trim
- *exterior doors
- *cornice repair
- *porch repair

Maintenance items, such as exterior painting and new roofing, are the responsibility of the homeowner, but may be considered under specific circumstances.

Non-Eligible Improvements include but are not limited to:

- *interior remodeling
- *additions
- *repair of non-original features
- *interior lighting/plumbing fixtures
- * landscaping/concrete flatwork
- *interior paint
- *signs

Are there special terms of the program?

Grant recipients are required to sign a Historic Grant Program Agreement, Trust Deed, and Trust Deed Note, on the affected property. If the property is sold within five years, grant funds are repaid at a pro-rated amount, plus interest.

Disclaimer: This guide is intended to provide general information. Codes are subject to change at any time and up-to-date versions of applicable codes and documents are available in the Building and Planning Divisions.

Exhibit B



Exhibit C

<u>costs</u>	<u>amount</u>	<u>total revenues</u>
total project cost	\$8,900,000	\$7,700,000 (raised & pledged) \$1,200,000 still to go
<u>other annual costs to PCMC</u>		
maint & ops systems	9250	
asset management	35000	
restrooms	3000	
insurance	5000	
ext. maint. & snow remvoal	<u>30000</u>	
sub total	\$82,250	
<u>fee waivers& other subsidies</u>		
building permit fees	37,350	
impact fees	5,208	
staging (parking fees)	<u>41,580</u>	
sub total	84,138	
grant application	<u>22,120</u>	
total	106,258	

City Council Staff Report



Authors: Tom Bakaly, City Manager
Subject: Potential Purchase of 2 acres of Land from Gordon Cummins
Date: March 27, 2008
Type of Item: Potential Purchase of Property

Summary Recommendation - City Council should approve the Real Estate Purchase Contract (REPC) with Gordon Cummins to purchase 2.0 acres of land, located to the north of Hwy 248 across from the entrance to the old dump and approve a two-year lease with Mr. Cummins for use of the land.

Topic: Potential purchase property.

Background:

The City and Gordon Cummins have discussed the potential purchase of his 2.0 acres as open space in the past. Gordon recently approached the City and discussed a price of \$500,000 for the purchase of the 2.0 acres and an option to lease back the property from the City for two years at a total price of \$48,000. Based upon Council direction, Staff executed a Real Estate Purchase Contract subject to final Council approval on February 29, 2008. (Please see Attachment A.)

Analysis:

The 2.0 acres owned by Gordon Cummins is within Summit County. It was platted in 1997 and can accommodate one single-family residence each. The City purchased the adjacent 1.0 acre Sanchez property in 2006 for \$120,000. When the City began purchasing Round Valley 40 acre properties the price increased significantly as each parcel was purchased. As time progressed and more properties were purchased we saw the prices increase from \$325,000 to as much as \$1,000,000 an acre.

The location of Gordon's 2.0 acres lines up with the old dump road. There is a plan for a signaled intersection with the ongoing review of Park City Heights. The signal would not be operational until 2010 and design of the signal could move it east or west depending on UDOT's specifications and not be directly across from the driveway accessing these 2.0 acres. The 2.0 acres are surrounded by City-owned open space, and the specific site is lower than the grade of the surrounding land which screens the current operations on the site. Staff believes that the City retains the best potential for the land by purchasing it.

Purchasing and land banking the land allows time for Council to discuss the best potential for the land which may include: open space, affordable housing or additional area needed for current operations on City land. Per the proposed lease (Attachment B) the land would be used for two years by Gordon for its current use.

Department Review: This report was reviewed by representatives of the Sustainability, Budget, Legal and City Manager's Office.

Alternatives:

- A. Approve the Requests:** Staff recommends approving the purchase and lease of the property allowing potential future use of the property or preservation.
- B. Deny the Request:** Deny the request and halt the purchase of the property.
- C. Continue the Item:** Request additional information from Staff.
- D. Significant Impacts:** If approved, Staff proposes using 5-Year CIP initially for the purchase. Once the use is determined, the 5-Year CIP could be reimbursed from affordable housing, open space bonds, or other funds depending on the use.

Staff Recommendations:

City Council should approve the Real Estate Purchase Contract (REPC) with Gordon Cummins to purchase 2.0 acres of land, located to the north of Hwy 248 across from the entrance to the old dump and approve a two-year lease with Mr. Cummins for use of the land.

Attachments:

Attachment A - Real Estate Purchase Contract

Attachment B - Draft Lease Agreement

REAL ESTATE PURCHASE CONTRACT

This is a legally binding contract. Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer PARK CITY MUNICIPAL CORPORATION offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$ 15,000 in the form of CASH which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: _____ on _____ (Date)
(Signature of agent/broker acknowledges receipt of Earnest Money)

Brokerage: _____ Phone Number: _____

OFFER TO PURCHASE

1. PROPERTY: SS-95-1 AND SS-95-B

also described as: _____

City of _____, County of SUMMIT, State of Utah, Zip _____ (the "Property").

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and attached to the Property: plumbing, heating, air conditioning fixtures and equipment; ceiling fans; water heater; built-in appliances; light fixtures and bulbs; bathroom fixtures; curtains, draperies and rods; window and door screens; storm doors and windows; window blinds; awnings; installed television antenna; satellite dishes and system; permanently affixed carpets; automatic garage door opener and accompanying transmitter(s); fencing; and trees and shrubs. The following items shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: _____

1.2 Excluded Items. The following items are excluded from this sale: _____

1.3 Water Rights. The following water rights are included in this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$ _____

2.1 Method of Payment. The Purchase Price will be paid as follows:

\$ 15,000 (a) **Earnest Money Deposit.** Under certain conditions described in this Contract, THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.

\$ _____ (b) **New Loan.** Buyer agrees to apply for a new loan as provided in Section 2.3. Buyer will apply for one or more of the following loans: ☐ CONVENTIONAL ☐ FHA ☐ VA ☐ OTHER (specify) _____

If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.

If the loan is to include any particular terms, then check below and give details:

☐ **SPECIFIC LOAN TERMS** _____

\$ _____ (c) **Loan Assumption Addendum** (See attached Assumption Addendum if applicable)

\$ _____ (d) **Seller Financing** (see attached Seller Financing Addendum if applicable)

\$ _____ (e) **Other (specify)** _____

\$ 485,000 (f) **Balance of Purchase Price in Cash at Settlement**

\$ 500,000 **PURCHASE PRICE.** Total of lines (a) through (f)

2.2 Financing Condition. (check applicable box)

(a) ☐ Buyer's obligation to purchase the Property IS conditioned upon Buyer qualifying for the applicable loan(s) referenced in Section 2.1(b) or (c) (the "Loan"). This condition is referred to as the "Financing Condition."

(b) ☒ Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer qualifying for a loan. Section 2.3 does not apply.

Page 1 of 6 pages Seller's Initials [Signature] Date 2/29/08 Buyer's Initials TS Date 2/8/08

2.3 Application for Loan.

(a) **Buyer's duties.** No later than the Loan Application & Fee Deadline referenced in Section 24(a), Buyer shall apply for the Loan. "Loan Application" occurs **only** when Buyer has: (i) completed, signed, and delivered to the lender (the "Lender") the initial loan application and documentation required by the Lender; and (ii) paid all loan application fees as required by the Lender. Buyer agrees to diligently work to obtain the Loan. Buyer will promptly provide the Lender with any additional documentation as required by the Lender.

(b) **Procedure if Loan Application is denied.** If Buyer receives written notice from the Lender that the Lender does not approve the Loan (a "Notice of Loan Denial"), Buyer shall, no later than three calendar days thereafter, provide a copy to Seller. Buyer or Seller may, within three calendar days after Seller's receipt of such notice, cancel this Contract by providing written notice to the other party. In the event of a cancellation under this Section 2.3(b): (i) if the Notice of Loan Denial was received by Buyer no later than the Loan Denial Deadline referenced in Section 24(d), the Earnest Money Deposit shall be returned to Buyer; (ii) if the Notice of Loan Denial was received by Buyer after that date, the Earnest Money Deposit shall be released to Seller, and Seller agrees to accept as Seller's exclusive remedy the Earnest Money Deposit as liquidated damages. A failure to cancel as provided in this Section 2.3(b) shall have no effect on the Financing Condition set forth in Section 2.2(a). Cancellation pursuant to the provisions of any other section of this Contract shall be governed by such other provisions.

2.4 Appraisal Condition. Buyer's obligation to purchase the Property ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition". If the Appraisal Condition applies and the Buyer receives written notice from the Lender that the Property as appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel this Contract by providing a copy of such written notice to Seller no later than three days after Buyer's receipt of such written notice. In the event of a cancellation under this Section 2.4: (i) if the Notice of Appraised Value was received by Buyer no later than the Appraisal Deadline referenced in Section 24(e), the Earnest Money Deposit shall be returned to Buyer; (ii) if the Notice of Appraised Value was received by Buyer after that date, the Earnest Money Deposit shall be released to Seller, and Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit as liquidated damages. A failure to cancel as provided in this Section 2.4 shall be deemed a waiver of the Appraisal Condition by Buyer. Cancellation pursuant to the provisions of any other section of this Contract shall be governed by such other provisions.

3. SETTLEMENT AND CLOSING.

Settlement shall take place on the Settlement Deadline referenced in Section 24(f), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(f), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. POSSESSION. Seller shall deliver physical possession to Buyer within: ☐ ___ hours ☒ ___ days after Closing;
☐ Other (specify) _____

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this Contract:

☐ Seller's Initials ☐ Buyer's Initials

The Listing Agent, NA, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
as a Limited Agent;
The Listing Broker, NA, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
as a Limited Agent;

The Selling Agent, _____, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
as a Limited Agent;
The Selling Broker, _____, represents ☐ Seller ☐ Buyer ☐ both Buyer and Seller
as a Limited Agent

6. TITLE INSURANCE. At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(b), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a commitment for the policy of title insurance;
- (c) a copy of any leases affecting the Property not expiring prior to Closing;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (e) Other (specify) _____

8. BUYER'S RIGHT TO CANCEL BASED ON EVALUATIONS AND INSPECTIONS. Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- (b) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of a physical condition inspection of the Property;
- (c) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor ("Survey");
- (d) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of the cost, terms and availability of homeowner's insurance coverage for the Property;
- (e) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the Property: (specify) _____

If any of the above items are checked in the affirmative, then Sections 8.1, 8.2, 8.3 and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as the "Evaluations & Inspections." Unless otherwise provided in this Contract, the Evaluations & Inspections shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with the Evaluations & Inspections and with the walk-through inspection under Section 11.

8.1 Evaluations & Inspections Deadline. No later than the Evaluations & Inspections Deadline referenced in Section 24(c) Buyer shall: (a) complete all Evaluations & Inspections; and (b) determine if the Evaluations & Inspections are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer determines that the Evaluations & Inspections are unacceptable, Buyer may, no later than the Evaluations & Inspections Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Evaluations & Inspections Deadline, Buyer does not: (a) cancel this Contract as provided in Section 8.2; or (b) deliver a written objection to Seller regarding the Evaluations & Inspections, the Evaluations & Inspections shall be deemed approved by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10.2, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

9. ADDITIONAL TERMS. There ☐ ARE ☐ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: ☐ Addendum No. 1
☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum ☐ Assumption Addendum ☐ Lead-Based Paint Disclosure & Acknowledgement (in some transactions this disclosure is required by law) ☐ Lead-Based Paint Addendum (in some transactions this addendum is required by law) ☐ Other (specify) LEASE (ADDENDUM NO. 2)

10. SELLER WARRANTIES & REPRESENTATIONS.

10.1 Condition of Title. Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at Closing by general warranty deed. Buyer agrees, however, to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing. Except for any loan(s) specifically assumed by Buyer under Section 2.1(c), Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause to be paid current by Closing all assessments and homeowners association dues.

10.2 Condition of Property. Seller warrants that the Property will be in the following condition **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER:**

(a) the Property shall be broom-clean and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense;

(b) the heating, cooling, electrical, plumbing and sprinkler systems and fixtures, and the appliances and fireplaces will be in working order and fit for their intended purposes;

(c) the roof and foundation shall be free of leaks known to Seller;

(d) any private well or septic tank serving the Property shall have applicable permits, and shall be in working order and fit for its intended purpose; and

(e) the Property and improvements, including the landscaping, will be in the same general condition as they were on the date of Acceptance.

10.3 Home Warranty Plan. The "Home Warranty Plan" referenced in this Section 10.3 is separate from the warranties provided by Seller under Sections 10.1 and 10.2 above. **(Check applicable boxes):** A one-year Home Warranty Plan ☐ WILL ☒ WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ Buyer ☐ Seller and shall be issued by a company selected by ☐ Buyer ☐ Seller. The cost of the Home Warranty Plan shall not exceed \$_____ and shall be paid for at Settlement by ☐ Buyer ☐ Seller.

11. WALK-THROUGH INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a "walk-through" inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 8.4 and 10.2 ("the items") are respectively present, repaired/changed as agreed, and in the warranted condition. If the items are not as represented, Seller will, prior to Settlement, replace, correct or repair the items or, with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement to provide for the same. The failure to conduct a walk-through inspection, or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract (check applicable box)

☒ SHALL

☐ MAY AT THE OPTION OF THE PARTIES

first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to

return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. It is agreed that denial of a Loan Application made by the Buyer is not a default and is governed by Section 2.3(b).

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. Except as provided in Section 23, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of Sections 10.1, 10.2, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, Notice of Loan Denial, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

- (a) Loan Application & Fee Deadline _____ (Date)
- (b) Seller Disclosure Deadline _____ (Date)
- (c) Evaluations & Inspections Deadline _____ (Date)
- (d) Loan Denial Deadline _____ (Date)
- (e) Appraisal Deadline _____ (Date)
- (f) Settlement Deadline APRIL 15, 2008 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 3:00 [] AM [4] PM Mountain Time on 2/22/08 (Date), this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

(Buyer's Signature)	(Offer Date)	(Buyer's Signature)	(Offer Date)
Page 5 of 6 pages	Seller's Initials <u>[Signature]</u> Date <u>2/21/08</u>	Buyer's Initials <u>[Signature]</u> Date <u>2/18/08</u>	

The later of the above Offer Dates shall be referred to as the "Offer Reference Date"

TOM BAKALY, CITY MANAGER, PO BOX 1480 PARK CITY UT 84060 435 655 5009
(Buyers' Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

[Signature] 2/29/08 9:30 AM
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Gordon Cummins
(Sellers' Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

☐ **REJECTION:** Seller Rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Seller's Signature) (Date)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be ☐ faxed ☐ mailed ☐ hand delivered on _____ (Date), postage prepaid, to the ☐ Seller ☐ Buyer.

Sent/Delivered by (specify) _____

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

[Signature] 2/29/08

TB 2/8/08

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 2/7/08, including all prior addenda and counteroffers, between PARK CITY MUNICIPAL CORP as Buyer, and GORDON CLIFFINS as Seller, regarding the Property located at SS-95-1 AND SS-95-2. The following terms are hereby incorporated as part of the REPC:

BUYER'S OBLIGATION TO PURCHASE PROPERTY IS CONDITIONED
UPON THE PARK CITY CITY COUNCIL APPROVING THIS AGREEMENT
AND ITS TERMS WITHIN 30 DAYS OF EXECUTION OF THE AGREEMENT.
IF THIS CONDITION IS NOT MET, THIS AGREEMENT IS CANCELLED
AND THE EARNEST MONEY WILL BE RETURNED TO BUYER IN FULL.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ **Seller** ☐ **Buyer** shall have until 3:00 ☐ **AM** ☒ **PM** Mountain Time on 2/22/08 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] 2/8/08 12:45p
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☒ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

[Signature] 2/29/08 9:00 AM
 (Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
 EFFECTIVE AUGUST 17, 1998. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

**Gordon Cummins
Park City Municipal Corporation
2008 Property Lease**

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as "Landlord") and Gordon Cummins (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease parcels SS-95-B and SS-95-1 along Hwy 248, Summit County, Utah (hereinafter referred to as the "Property") to Tenant. The parties agree as follows:

1. Property. The property leased is as shown in Exhibit A (attached and hereafter referred to as Property).
2. Term. The Lease term shall commence on April 15, 2008, and shall run for two (2) years through April 15, 2010.
3. Rent. The rent for the leased space shall be as follows:
 - a. Rate: Tenant's annual rental obligation shall be Twenty-Four Thousand Dollars (\$24,000) for the leased property.
 - b. Payments: Rent shall be paid in equal monthly installments of Two Thousand Dollars (\$2,000). Beginning May 1, 2008, rent shall be due on the first of each month, and past due if not paid by the tenth of the month.
 - c. Deposit: No Deposit is required.
4. Utility Service. Landlord shall be responsible for natural gas, electricity, sewer, refuse collection and water for the leased space. Tenant will be responsible for all utilities at the site and shall establish an account with each of these utilities in its own name.
5. Use of the Property. The Property shall be used only for vehicle parking and storage. All other uses shall be prohibited.
6. Telephone, Cable and Microwave. The Tenant will install its own telephone, television, computer and other communication equipment in the leased space. Any specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility.
7. Insurance. The Tenant will provide insurance at its expense covering its contents against loss through theft, fire, vandalism or similar casualties. The Landlord will maintain insurance on the structure for the replacement of the building itself, and the contents of the building owned by Landlord. The Landlord also carries a public liability policy insuring it against claims of personal injury on Landlord's property. The Landlord's policy does not cover the Tenant's employees or patrons who are on Landlord's property exclusively for the purpose of doing business with the Tenant. The Tenant agrees to maintain a comprehensive property liability policy written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property

damage and to obtain a certificate of insurance naming Park City Municipal Corporation and the Municipal Building Authority of Park City as additional insured and evidencing coverage as to any person on the Property as a result of Tenant's programs or activities. The Landlord is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act on behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect the Landlord for liability or allegations arising out of the Tenant's use of Landlord's property.

8. Payment of Taxes and Other Assessments. As tax exempt entities, neither the Landlord nor Tenant expects to be assessed real estate and personal property taxes and other related assessments or taxes on the Property. However should the Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Property, then Tenant shall pay real estate and personal property taxes and other related assessments or taxes on the Tenant's Property during the term of this lease.
9. Liens. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord received notice of any such against the property, Tenant shall promptly discharge the lien at Landlord's request, or post fund sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.
10. Tenant Improvements. The Property are being leased to Tenant in as-is condition. Any additional improvements desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. At the expiration or termination of the Lease, all Tenant improvements become property of the Landlord unless specifically exempted in writing prior to installation.
11. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on the property. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Summit County Sign Code. Signs shall be removed and any damage resulting from removal shall be repaired at the termination of the Lease.
12. Assignment/Sublease. The Lease may not be assigned.
13. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or reaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:
 - a. Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the Property within fifteen (15) days;
 - b. Landlord may permit the Tenant to remain in possession and sue for the

- installments that are past due;
 - c. Landlord may re-let the Property for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;
 - d. Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Property, and any re-letting by Landlord is on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.
14. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns or controls the Property and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease.
15. Maintenance. Maintenance of the site and snow removal shall be Tenant's responsibility.
16. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to a private educational entity or similar establishment or that the Landlord may not lease to a private entity either under existing state and federal law regulation or future state and federal law regulation.
17. Increased Insurance Risk. Tenant will not permit said Property to be used for any purpose which would render the fire insurance on the building or the Property void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Property any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Property of the same general type as those covered by this Agreement.
18. Care and Repair of Property by Tenant. Tenant will inspect and accept the Property for the purposes of this agreement prior to taking occupancy. Tenant will not commit any waste on Property nor shall it use or permit the use of the Property in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character for the building or improvements or weakening the structure on the leased Property. Any permanent alterations or improvements to the Property shall become the property of the Landlord upon expiration or termination of this Lease unless specifically exempted in writing prior to commencing work.

19. Damage or Destruction. If the Property or any part thereof shall be damaged or destroyed by fire or other casualty, the Property shall revert back to the Landlord and the lease shall terminate.
20. Surrender of Premise. Tenant agrees to surrender the Property at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted.
21. Hold Over. Should Tenant hold over the Property or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Tenant shall pay as monthly rental the same monthly rental provided for herein.
22. Indemnity.
 - a. The Tenant shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Tenant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Tenant expressly agrees that the indemnification provided herein constitutes the Tenant's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Tenant claims or recovers compensation from the City for a loss or injury that Tenant would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
 - b. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
23. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

24. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.
25. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.
26. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of and the binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.
27. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:
- If to Landlord:
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
- If to Tenant:
Gordon Cummins
PO BOX 681780
PARK CITY, UT 84068-1780
28. Entire Agreement. This agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

DATED this _____ day of February 2008.

PARK CITY MUNICIPAL CORPORATION

Tom Bakaly, City Manager

Attest:

Janet M. Scott, City Recorder

Approved as to form:

City Attorney's Office

GORDON CUMMINS

Gordon Cummins

ACKNOWLEDGMENT

STATE OF UTAH)

: SS.

COUNTY OF SUMMIT)

On this _____ day of February, 2007, personally appeared before me Gordon Cummins, and acknowledged to me that the preceding Agreement was signed on behalf of said company, and he acknowledged that the company did execute the same for its stated purpose.



City Council Staff Report

Subject: Empire Pass Employee/Affordable Housing
Author: Phyllis McDonough Robinson
Department: Sustainability
Date: March 27, 2008
Type of Item: Administrative

Summary Recommendations: Staff recommends that the City Council take public input and approve Talisker's request to satisfy eight affordable unit equivalents through the immediate purchase of existing market rate units within the Park City boundaries.

Topic/Description:
Employee/Affordable Housing

Background:

The Employee/Affordable Housing Phasing Plan (Exhibit 14 of the Flagstaff Mountain Development Agreement) as amended requires 98.90 affordable housing unit equivalents (AUEs), a *minimum* of 25 percent which must be located on-site. In addition to the required AUEs, the Developer will also provide additional 20 AUEs. An affordable housing unit equivalent is defined as an 800 square foot, two-bedroom unit.

Section B of the Employee/Affordable Housing Phasing Plan outlines a number of affordable housing options the Developer may undertake to fulfill this obligation. Option F allows the Developer to fulfill a portion of the required affordable housing unit equivalents through the acquisition and deed restriction of existing market rate units. The Phasing Plan further states that the developer is committed to pursuing Option F at any time the opportunity presents itself.

The Developer has put a block of 22 efficiency condominiums (approximately 8 AUEs) in a Prospector Square under contract and requests that these units be permitted under Option F. The request to satisfy eight affordable unit equivalents is consistent with the existing phasing plan.

At its February 28 meeting, City Council formed a working group consisting of City staff, Council members and the Developer to address the timely delivery of affordable units. The working group will return to Council at its April 3rd meeting to present a revised Phasing Plan, timeline, and remedies in the event of a default by the Developer for Council approval. The units proposed for acquisition represent 6.7% of the required affordable unit equivalents. In order to ensure new unit construction, the revised phasing plan will include a cap on the percentage of the total outstanding obligation that can be fulfilled through the acquisition of existing units.

Analysis:

The Employee/Affordable Housing Phasing Plan requires affordable housing delivery phased with the development of Empire Pass. The acquisition of the 22 condominium units, together with the affordable housing units completed and under construction should fulfill the first 15 affordable housing unit equivalents prior to or concurrent with the first required for the first 150 Certificates of Occupancy. Should this not occur the Developer would be required to remedy the situation in accordance with the conditions of the Employee/Affordable Housing Phasing Plan, as amended, in place at the time of default.

Consistent with City policy the Developer has had the units inspected by the City and will make all necessary code repairs as well as upgrades to the energy efficiency of the units.

- The units range in size from 295 square feet to 315 square feet.
- Of the 22 units, 21 units are occupied. One unit is in the resort rental pool.
- Half of the tenants are year round workers in Park City.
- The majority of the tenants are on month-to-month leases or short term leases that expire on May 1.
- The rents range from \$600 to \$1,000 per month.

These units fall within the initial target of having 45% of the Flagstaff AUEs be permanent rental units. (Pg. 15 of Employee/Affordable Housing Phasing Plan) Those targets may adjust as the Council considers amendments to the Phasing Plan. Staff recommends approval of Talisker's request consistent with the targets in the Employee/Affordable Housing Phasing Plan and conditions of the Development Agreement. While deed restricting existing units does not create new inventory these units are currently for sale and are in a nightly rental zone. While most of the units currently provide workforce housing, there is no guarantee that the units would remain available as workforce housing units into the future and this action controls the rental rates of the units to assure continued long-term affordability. Talisker's acquisition will ensure that these units remain available to the local workforce. The current rent levels are significantly higher than the rents that Talisker would be required to charge. Talisker's acquisition of these units also creates a guaranteed level of affordability for these units.

Conditions of Approval

Priority in rental shall be given to persons with a combined household income \$36,624 or less and whose principal place of work is within the Empire Pass or Deer Valley Master Planned development areas. Employees of other businesses in Park City may be considered when reasonable efforts to rent to those employed in a Qualified Work Location are not successful.

- The 2008 base rent for these units is \$433. The final rent may be adjusted based upon household and unit size. Future rent increases are limited to the Consumer Price Index. The Maximum Rent shall adjust on May 1 each year by the annual percentage increase in the Consumer Price Index using a base year of 2008.
- Existing leases will be honored.
- Unless otherwise specified in the Employee/Affordable Housing Phasing Plan, as amended, offering the units for sale requires a separate Council approval. The initial maximum sales price for a 400 square foot unit is \$82,400. The initial maximum sales price may be adjusted to reflect actual unit size and household size. Appreciation shall be capped at 3 percent annually.
- Unless otherwise specified in the Employee/Affordable Housing Phasing Plan, as amended, Talisker would have the option to request Council approval to replace these units with new construction as it moves forward in its affordable housing build out.
- Talisker shall give the City a right of first refusal to purchase the unit at the deed-restricted price at the time of offering.
- The minimum term of affordability is 40 years.
- A deed restriction consistent with applicable federal and state law, and the City Housing Resolution shall be filed against each unit
- This action and the conditions of approval shall be memorialized in an Affordable Management Plan for the units in a form approved by the City Attorney, and shall be reflected in an amendment to the overall Employee/Affordable Housing Phasing Plan

Department Review:

The City Attorney and City Manager reviewed this report.

Alternatives:

- A. **Approve the Request:** Council may approve Talisker's request to satisfy eight affordable unit equivalents through the purchase of existing market rate units within the Park City boundaries. This is Staff's recommendation.
- B. **Modify the Request:** Council may modify the number of AUEs to be satisfied and/or conditions of approval for acceptance of these units.
- C. **Deny the Request:** Council may deny Talisker' request to satisfy a portion of their housing obligation through acquisition of existing units. The Council should provide findings as why the proposal is inconsistent with the City Affordable Housing Resolution and/or Flagstaff Development Agreement.
- D. **Continue the Item:** Council may continue the item and direct staff to return with additional information or options. Talisker has a March 31 due diligence deadline and staff will not be able to return to Council prior to this date.
- E. **Do Nothing:** Council may elect not to take any action on this request.

Significant Impacts:

The request by Talisker is consistent with the Flagstaff Development agreement. Approving this request will secure affordable housing inventory immediately and ensure

units remain available for the next winter season. Significant staff time was expended to bring this item to Council for approval quickly. This shift in resources may have an adverse impact upon the schedule of other Council-directed affordable housing projects.

Consequences of not taking the recommended action:

Should Council deny this request the Developer will most likely need to provide a financial guarantee to the City. Staff does not anticipate affordable units being completed and ready for occupancy until Spring 2009.

Recommendation:

Staff recommends that the City Council approve Talisker's request to satisfy eight affordable unit equivalents through the purchase of existing market rate units within the Park City boundaries.



City Council Staff Report

Subject: Park Silly Sunday Market
Author: Max J. Paap
Department: Sustainability- Implementation
Date: March 27, 2008
Type of Item: Administrative –Third Amended Master Festival License

Summary Recommendations:

Review the third amended Master Festival License application, conduct a public hearing, and consider approving the third amended Master Festival License for the Park City Silly Sunday Market, as conditioned, to be held on Main Street, between Heber Avenue and 9th Street on successive Sundays during June, July, August, September, and October of 2008, with the exception of August 3rd for the Park City Kimball Arts Festival.

Description:

A. Topic:

Review the third amended Master Festival License Application, submitted by Park “Silly” Sunday Market, L.L.C. on November 14, 2007, for the Park “Silly” Sunday Market on successive Sundays during June, July, August, September, and October of 2008, with the exception of August 3, 2008 on Lower Main Street.

B. Background:

The Park “Silly” Sunday Market submitted an application in August of 2006 to hold an eco-friendly, street festival, open air market, community forum that would feature local and regional arts and crafts, music and performance art, antiques, imports, and one-of-a-kind finds, gourmet foods and a farmers market with fruits and vegetables. The Park Silly Sunday Market was approved for a Master Festival License on November 30, 2006 and took place on successive Sundays from June to October of 2007. Throughout the season the market enjoyed very good weather, attendance, and positive response. Vendor participation was consistent throughout the first season.

The organizers continued meeting with City staff on a regular basis as they planned for the 2008 season. Feedback from the merchants, market-goers, and the community in general, has been favorable for the market. During an initial recap meeting with the HMBA Board in October of 2007, the HMBA provided general support of the market. They acknowledged “a significant number of people came to Park City on Sundays to attend the event whereas they otherwise would not have”, and further suggested

consideration be given to expand the event to the rest of the street. The HMBA requested a survey be conducted to get a better read on individual's experience (Exhibit G – October HMBA meeting minutes). In November of 2007 the HMBA conducted a survey of their membership and asked if the membership would like to see the hours of the Market change; 34.9 % of the membership indicated “Start later, end later”, 74% of the membership supported the PSSM continuing for the 2008 season. The survey results are recapped in the HMBA Board Meeting minutes of November 2007 (Exhibit G). The results of the complete survey are attached as Exhibit F.

Based on this preliminary feedback and support, the event organizers proceeded with their operational and fiscal planning for the 2008 Market, which included expanded hours and physical presence on the street, in addition to addressing some of the broader concerns expressed by the HMBA including parking and pedestrian flow.

On February 28, 2008 Council reviewed the Third Amendment to the Master Festival License that included a change in operating times, an additional street closure, use of Coalition Park, a new parking plan, and PCMC staffing plan. Council gave direction to the applicant to proceed with the increased venue plan to include the closure of 9th Street and use of Coalition Park.

Council asked the applicant to return to a subsequent meeting to further address and provide details to the operational plan; specifically: the parking plan; a transit plan that would include implementation of the Main Street Trolley; a look at moving the re-opening of the street from 9:00 pm to 8:00 pm and, the level of public safety staffing within the venue. Council also requested the applicant to meet with Main Street merchants to attempt to come to a consensus on hours of operation.

C. Analysis:

There were a few logistical challenges as the organizers set-up and take-down the programmed portion of Main Street, but through good lines of communication these were adequately mitigated. PCMC staff has debriefed on the market and indicated that dedicated PCPD will need to be staffed each Sunday due to the number of attendees, the presence of a beer garden, amplified music, and a substantial road closure. Special Events staff may need to be in attendance as well. Additionally, the Building Department staffed the event load-in each week. The applicant is aware that staffing costs will be the responsibility of the applicant. Overall, PCMC staff had very positive feedback in regards to the event.

The Park “Silly” Sunday Market is consistent with City Council’s Goals of Preservation of Park City Character and to promote Park City as a multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

The Third Amendment to the Master Festival includes the following changes:

Market Operation Times and consequent street closures

Previously the Park Silly Sunday Market's operating hours were from 9:00 am to 3:00 pm on each Sunday. The organizers are proposing that for the 2008 season the hours of operation be from 10:00 am to 5:00 pm. To accommodate the load-in and load-out of participants Main Street, between 7th and 9th Street, would be closed to vehicular traffic between 6:00 am and 8:00 pm. Again, the organizers would staff and monitor the access of vendors into and out of the market venue. On any typical Sunday, the street would begin to be closed to vehicles beginning at 6:00 am by PSSM staff; vendor load-in would begin at 8:00 am. The vendors are to park along west side of Park Avenue, to the north of 9th Street to help facilitate a smoother and more efficient load-in and load-out. Parking on the west side of Park Avenue between 7th and Heber Avenue will be restricted to facilitate safe and efficient travel for transit, as well as general vehicular traffic. By the organizers having control of 9th Street, Staff finds that the organizers of the Market would have more control in facilitating vendors both in and out of the venue. The Market would open to the public at 10:00 am, would close at 5:00 pm, and load-out of vendors would be complete by 8:00 pm at which time the street would reopen. For the October SillyFest on September 28, 2008 the hours of operation would be 10 am until 10 pm. This would require a street closure from 6:00 am until 12:00 am for this one time event. **Staff is split on its recommendation regarding this issue. A majority of staff recommends that the 2008 Park Silly Sunday Market implement an operations plan that includes a Market opening time of 10:00 am and a closing time of 5:00 pm and a reopening of Main Street no later than 7:00 pm on each Sunday with the exception of September 28, 2008 for the October SillyFest. Alternatively, the City Manager recommends a Market opening of 10:00 am and a closing time of 4:00 pm, and a re-opening of Main Street of no later than 6:00 pm. The City Manager suggests this option as a compromise position to what is being requested by the event organizers and Main street merchants.**

In a special session on March 18, 2008, the HMBA Board voted to recommend that the hours remain the same as last year, which was hours of operation from 9:00 am to 3:00 pm. The HMBA also discussed operation plans that would include more connectivity to Upper Main St., having the event organizer, in conjunction with the HMBA, look more closely at product mix, and HMBA conducting an in-house fiscal impact analysis after the 2008 season. The HMBA Board is having another meeting on March 25, 2008 to finalize their position on the hours of operations and street closures. Staff will verbally update Council of the results.

Street closure to include 9th Street

The applicant has requested closure of 9th Street between Park Avenue and Deer Valley Drive to accommodate additional vendors and venue space. Staff will require a 12' Fire Lane will be maintained to provide access from Deer Valley Drive through to Park Avenue at all time of market operation. No parking will be allowed on 9th Street. Park Avenue sight lines and sight tri-angle shall be maintained to ensure traffic traveling

south on Park Avenue can visually see 9th Street is closed and to maintain current direction of travel. Applicant will provide signage to indicate closures and detour options. These items are included as conditions of approval. **Council provided preliminary direction to allow the expansion of the festival to include 9th Street on February 28, 2008. Should Council's position change, specific direction should be provided to staff.**

Use of Coalition Park

The applicant has requested use of the southeast corner of Coalition Park to provide a venue for selected vendors and informational speakers. PCMC Parks requests that no temporary shade structures be utilized in the park. Concerns about abuse to the grass will be monitored by the Special Events and Parks staff to determine use in that area does not negatively impact that park. The Coalition Park is also the designated area for the Art in the Park Ordinance, the area would have to be shared with non-vendor artists should any register for use under the Art in the Park Ordinance. **This is consistent with Council direction from February 28, 2008. Should Council's position change, specific direction should be provided to staff.**

Parking & Sign Plans for 2008 .

Sign Plan - HMBA indicated in the 2007 season that they felt China Bridge was under utilized and market-goers were not making it to upper Main Street. A trial sign plan was used for the 2007 October SillyFest with some success. Due to the 9th Street closure in 2008, Market patrons will be directed from SR 224 and Deer Valley Drive to Marsac Avenue and to China Bridge with both static signs and use of the electronic message boards. See (Attachment C). These signs will be located along the two main entry corridors to Park City, and follow the same mitigation plans as such events as Sundance, Arts Fest, and 4th of July. In addition, signs directing pedestrians to Main Street will be implemented along Swede Alley, as well as 4th and 5th Streets.

Parking on Park Ave_- The parking on the west side of Park Avenue between Heber and 9th Streets will be prohibited to allow for a safer bus route and to encourage parking in China Bridge. **Staff recommends implementation of a comprehensive sign and parking plan for each Park Silly Sunday Market to attempt to relieve congestion near the north entrance to the Market (at 9th and Park Ave.) and facilitate more pedestrian traffic to all of Main Street. Staff sees a Sustainability element that transit provides which allows visitors to use public transit, walk or ride to get to and from Main Street.**

Parking at Brew Pub lot_- The applicant, along with PCMC, will explore the implementation of free parking in the Brew Pub Lot for Sunday visitors. Fees to reserve this lot per the Special Use of Public Parking process for the 15 days would be \$7175 (15 days x \$9/day/space x 53 spaces + \$20.00 Application Fee), which is equivalent to 100% occupancy. At the present time, 82% of our downtown commercial core parking is free. Staff has concerns with parking program consistency with confusion arising from "on again, off again" approach. **Staff seeks direction from Council on**

providing free parking in the Brew Pub lot. Staff recommends that due to the waiver of ½ of the Pay and Display parking in the PSSM venue for the entirety of the 2008 season and the adequate free parking in China Bridge, that no parking fees be waived in the Brew Pub Lot, should Council consider allowing free parking here as an incentive to move visitors throughout town.

Transit Plan

The applicant has met with PCMC Special Events and Transit to explore the possibility of using the Main Street Trolley to carry visitors from the Market's south entrance (Heber Avenue) to upper Main Street, China Bridge, and the Old Town Transit Center. The possibility of creating a temporary Trolley stop near the Sky Lodge was proposed to provide opportunities for Main Street visitors to catch the Trolley to ride up Main Street. The Trolley would make a counter-clockwise route that could make a variety of stops as it moved up the street. See Exhibit D for proposed route. This route would be modified from its daily regular route due to the closure of the 9th Street Trolley Turn-Around to provide this option. **Staff recommends that this option be implemented to attempt to encourage parking in China Bridge and move visitors throughout Old Town.**

PSSM Staff and Main Street merchants; sidewalk sales/out merchandising

Since the February 28th meeting PSSM Staff has indicated to PCMC Staff that they have met with numerous HMBA members to address concerns regarding the hours of operation, operational planning, and other efforts to move visitors throughout town. These also included discussions on the ability to encourage HMBA membership to explore the possibility of sidewalk sales and have the ability for the HMBA to apply for a separate MFL.

PCMC Staffing & Fees

In 2007, the Park Silly Sunday Market approval did not include dedicated PCMC staff. Based on the 2007 Event debrief, the proposal of an expanded venue and street closure, staff has identified the following staffing resources necessary to manage the proposed 2008 event:

- Police Department - Indicated that 2 dedicated officers in the venue in 2008 would be a necessity due to attendance of over 500 people, the presence of a beer garden, amplified music, and a substantial road closure. The approximate cost is \$8,400 (\$35/hr * 16 hours * 15 days)
- Building Department - Building Inspector 3 hours weekly to conduct inspections of temporary structures and cooking equipment. The approximate cost is \$2,925 (\$65/hr * 3 hours * 15 days)
- Special Events Department – We expect heavy participation over the first few weeks that will reduce significantly over time. However many of these hours will incur overtime. For the duration of the event approval, the Events Departments anticipates an approximate cost of \$3,000 (\$50/hr * 4 hours * 15 days).

PCMC Parks and Streets have been able to perform their Main Street maintenance with cooperation of the festival organizers. PCMC Events staff will have representation at each event. There will be minor additional costs for installation of banners.

Fee Waivers

In 2006 Council approved an enhanced business license fee to facilitate special events. That license fee automatically waives event fees for: Main Street cleaning; Electronic sign rental; Traffic control signs; Police time (for directing traffic only); and Bus service. Section 4-8-9 of the Municipal Code (Exhibit B) provides Master Festival and Special Event License applicants with the ability to request a waiver for all or a portion of other associated fees. Unless otherwise approved administratively by the City Manager or in a long-term contract by City Council, other fee waivers must be filed before the beginning of the Event. All fee waiver determinations made by the City Manager may be appealed to the City Council. The event organizers also seek additional fee waivers from City Council. These include Police staffing costs of approximately \$8400 (2 officers x \$35 per/hr x 8 hrs. x 15 Sundays) and Building staff \$2925 (\$65 per/hr x 3 hrs x 15 Sundays). Traditionally, the City has only considered additional fee waivers through a long-term City Services contract.

The Park Silly Sunday Market has submitted a Fee Waiver Request for the 2008 market. See Exhibit E for a breakdown of all estimated fees and fee waiver requests. The applicant has requested initial fee waivers for parking in their venue, but have not finalized their fee waiver request regarding staffing time and/or additional parking areas like the Brew Pub lot. The City Manager has initially agreed to waive ½ of the fees for the Pay and Display parking spaces in the previously approved event venue. **As many of the fees are not covered by revenues generated by the 2006 Festival Facilitation Fee, staff recommends that the remaining fees not be waived.**

The Applicant has responded to the Fee Waiver criteria set forth in the Municipal Code. Please see text in italics for Park Silly Sunday Market's response to the criteria.

1. For-profit or non-profit status of the Applicant;
Park Silly Sunday Market is a non-profit organization.
2. Whether the event will charge admission fees;
Free Event
3. Whether the event is youth-oriented;
Yes.
4. The duration of the event;
10:00 am to 5:00 pm on Sundays from June through September.
5. Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;
Yes.
6. The degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;
Police costs and parking revenue would be an impact on City cost.
7. The season of occurrence;

The event will take place in Summer.

8. Demonstration of hardship by the Applicant.

The Park Silly Sunday Market is a collaboration of the community. We offer free space for artists, chefs, non-profits, musicians, performance artists, farmers, and sustainable issues.

D. Department Review:

All applicable departments have reviewed the third amendment to the Park “Silly” Sunday Market.

Alternatives:

Approve the Request:

Approve the third amendment to the Master Festival License allowing the Park “Silly” Sunday Market as described or as amended. **This is Staff’s recommendation.**

Deny the Request:

Deny the third amendment to the Master Festival License, allowing the Park “Silly” Sunday Market to operate in the form approved by Council on February 28, 2008.

Continue the Item:

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

Modify the Request:

Council may wish to modify the third amendment to the Master Festival License.

Significant Impacts:

Park City has held many similar events as the Park “Silly” Sunday Market. Impacts include closure of Lower Main Street for 15 Sundays throughout the summer. At this time, City staff has identified additional staffing necessary for logistical coordination on event days. The applicant is aware that additional City staff time is a cost incurred by the applicant. The activities, including amplified music, will be contained within described venues and will conclude by 5:00pm.

Consequences of not taking the recommended action:

The Park “Silly” Sunday Market would continue to operate in a form approved by Council on February 28, 2008.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve the third amendment to the Master Festival License for the Park “Silly” Sunday Market for successive Sundays during June, July, August, September, and October of 2008, with the exception of August 3rd for the Park City Kimball Arts Festival, based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Park “Silly” Sunday Market be held on successive Sundays during June, July, August, September, and October of 2008, with the exception of August 3rd

for the Park City Kimball Arts Festival. The event will last from 10:00 am to 5:00 pm and will occur at described locations. Street closures would be from 6:00 am to 7:00 pm.

2. Parking for the anticipated crowd of 1500 people can be accommodated with the existing parking in and around the venue and the use of China Bridge parking structure. The conduct of the Park “Silly” Sunday Market will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The event is oriented towards families and youth. The events associated with the Park “Silly” Sunday Market will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held on lower Main Street between Heber Avenue and 9th Street. 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. At this time, no other Master Festival and Special Event License has been issued for any Sunday during June, July, August, September, and October of 2008, with the exception of August 3rd for the Park City Kimball Arts Festival.
6. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
8. The event necessitates additional city staff resources be provided; namely Police, Special Events, Building Department and Streets.

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. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided.
2. Current approval indicates that the street shall reopen at 7:00 pm on each Sunday. Should the applicant not be able to open the street by 7:00 pm the closing time of the Market shall be adjusted to meet that 7:00 pm time limit.

3. A 12' Fire Lane will be maintained to provide access from Deer Valley Drive through to Park Avenue at all time of market operation. Park Avenue sight lines and sight tri-angle shall be maintained to ensure traffic traveling south on Park Avenue can visually see 9th Street is closed and to maintain current direction of travel. Applicant shall provide signage to indicate closures and detour options.
4. Applicants shall provide proof of liability insurance in the amount of two million dollars (\$2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. Applicants and all vendors shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
5. Applicant shall notify all adjacent neighbors 48 hours prior to the event in June of the dates and a description of the event. The applicant shall provide to the City a list of all vendors that participated in the event for each Sunday during the license period on the Monday following the event.
6. Applicant shall obtain Relief from Noise Restrictions (6-3-11) for any set-up activity occurring before 9:00 am on any given Sunday.
7. Applicant shall comply with all UDABC regulations and obtain applicable approvals for the beer garden area and all other areas of compliance.
8. A sound technician shall provide on-site monitoring for each site. Sound regulations shall be an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage.
9. Applicant has met with Park City Police and is aware that event has grown to a level where it warrants more than routine patrol and the cost of additional Police will be the responsibility of the applicant.
10. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by May 15, 2008. The cost of Building Inspection time will be the responsibility of the applicant.
11. The costs to provide additional City staff, as estimated in the report herein, will be incurred by the applicant, unless otherwise waived by the City Council.
12. The applicant will work with City Staff to orient the six (6) temporary stages so as to minimize sound impacts to the neighborhood. Monitoring of the amplified shall be consistent with 4-8A-7; regulations for Public Outdoor Music Plazas. The General Regulations of this section indicate the following:
4-8A-7. GENERAL REGULATIONS.
(A) The program manager, or his/her designee, shall provide on-site management for each event.
(B) A sound technician shall provide on-site monitoring for each event with music, amplified or otherwise, and any amplified event.
(C) Except as otherwise provided at Subsection 6(A) herein, for amplified events or music, the program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five

feet (25') in front of the stage. The data currently available to the City indicates that a maximum decibel level of 90 satisfies the purpose of this ordinance. The City may amend this ordinance consistent with newly acquired data.

- (D) All events shall be open to the public and free of charge.
 - (E) No event shall exceed 250 people at one time unless a separate Master Festival License is granted for that event.
 - (F) The Police Department or other proper City official shall have access at all times to all Public Outdoor Music Plazas under this Chapter, and may make periodic inspection of said premises whether the officer or official is in uniform or plain clothes.
 - (G) All events shall take place only on authorized Stages and shall have clean-up services directly following each event so as to leave the plazas in a clean and litter free manner.
- 13. All amplified music shall cease by 5:00, with the exception of the October SillyFest which shall end by 10:00 pm.
 - 14. If at any time, the vendor participation drops to below 75% of its highest point, the City Council shall conduct a review of the MFL at the first available Council meeting. Event staff and public safety shall provide an assessment of success of the event pursuant to the criteria listed in the Master Festival License, PCMC Title 4, Chapter 8 and whether the findings, conclusions and conditions are still correct and/or being implemented. Upon one or more findings that the MFL is no longer meeting the anticipated vendor/public participation levels justifying the street closure, the above MFL criteria, or conditions approval, the City Council may amend or revoke this approval accordingly.
 - 15. As part of the Master Festival License, the applicant shall provide PCMC a confidential list of participating vendors before the event begins. Consistent with section 4-8-7 of the Municipal Code, concessions directly related to the event do not require a regular business license. The Utah State Tax Commission does require a Temporary Sales Tax License. Included in that list, each vendor shall provide a Utah State Tax ID Number.
 - 16. The City Council retains the ability to approve a different MFL at the location of lower Main used herein on one Sunday during the approval period, provided that the City gives the Applicant 90 days written notice, and the City provides an alternative location for the Sunday Silly Market, such as next to the Library or City Park.
 - 17. Use of Coalition Park shall continue to allow use by non-vendors in accordance with the Art in the Park Ordinance PCMC {4-3A-7. No further written permission of applicant is necessary.
 - 18. The applicant shall regularly review the vendor list to ensure the participants reflect the integrity of the Market's purpose and mission, and avoid sales of mass produced goods.
 - 19. Should the use of the Brew Pub Lot become part of the Market mitigation plan, at no time shall it be considered part of the MFL venue and be the

- financial responsibility of the Park Silly Sunday Market.
20. Organizers shall return to Council no later than October 30, 2008 to review the 2008 Market and submit plans for the 2009 Market.

Attachments

- A- Applicants Summary of Activities
- B- Section 4-8-9 Municipal Code
- C- Sign map
- D- Trolley Route
- E- Fee Estimate
- F- HMBA survey results
- G- HMBA meeting minutes- October/November 2007

Attachment A-

PARK CITY MUNICIPAL CORPORATION SPECIAL EVENT AND MASTER FESTIVAL LICENSE EVENT APPLICATION-PART I

A completed electronic copy submitted to the Special Events Department



Special Events and Facilities
Department
435.615.5150

APPLICATION FORM

Part I of the application form (pages 1 and 2) must be completed and submitted **electronically** to the Special Events Department no less than 90 days prior to a Master Festival or no less than 60 days prior to a Special Event. Part II of the application form (pages 3-6) which are more comprehensive, must be submitted 45 days before all events. **Parts I and II of the application must be sent electronically** to the Special Events Department at specialevents@parkcity.org. The application will be reviewed by the Special Events Department and compared to master calendar for date availability. Applicant must schedule a meeting with City Staff 30 days prior to the event to review logistics. Granting of the permit is not guaranteed.

EVENT NAME: Park Silly Sunday Market

FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS): Annual Event-
1 year

EVENT DATE(S): June 15 (Opening day), 22, 29
July 6, 13, 20, 27
August 10, 17, 24, 31
September 7, 14, 21, 28 (Oktober Silly Fest-Closing celebration)
Total of 15 Sundays

EVENT TIME(S): Hours of operation 10:00am to 5:00pm-(close Main Street 7:00am to 8:00pm)

EVENT LOCATION(S): *Please describe in detail the exact location(s)*

Lower Main Street between Heber Ave and 9th Street
7th Street
9th Street
9th Street-round green circle and green side park

ANTICIPATED ATTENDANCE: 1500

EVENT DESCRIPTION: *Please describe in detail the activities associated with the event*

Free community space to featured artist and chefs, sustainable issues, non-profits, musicians, performing artists
Arts, crafts, collectibles, music, food

APPLICANT: *(name of organization)* Park Silly Sunday Market

CONTACTS

Event Manager: Kimberly Kuehn
Mailing Address: PO BOX 684229 Park City, Utah 84068-4229
Phone: _____ Fax: _____
Cell Phone: 435-901-0511
E-Mail: kimberly@parksillysundaymarket.com

Assistant Event Manager: Jewels Harrison
Mailing Address: same
Phone: _____ Fax: _____
Cell Phone: 435-655-0994
E-Mail: jewels@parksillysundaymarket.com

TYPE OF EVENT: *to be confirmed by the Special Events Department*

☒ **Master Festival;** *(If even one box is checked, the event is automatically a Master Festival)*

A public event which any one of the following:

- ☒ attraction of large crowds, (Over 500)
- ☒ street closure,
- ☒ use of City park, building or property,
- ☐ use of off-site parking facility,
- ☒ use of amplified music.

☐ **Special Event;**

A private or public event, which creates significant public impacts through:

- ☐ causes significant public impacts via disturbance, crowd, traffic/parking,
- ☐ disruption of the normal routine of the community or affected neighborhood,

- ☐ necessitates temporary business or liquor licensing
- ☐ event signs, visible from public property
- ☐ temporary structures

CITY SERVICES (SERVICES WILL REQUIRE ADDITIONAL APPROVAL AND FEES)

- request for street closure(s)? ☒ yes ☐ no
if yes, then list street(s) and closure time and date: Lower Main Street-7:00am to 8:00pm

Heber Ave to 9th
7th Street

9th Street
9th-Round circle/green patch

park

- request for closure of or access to any public parking spaces? ☒yes ☐no
if yes, then list lot and closure times and dates: 7:00am to 8:00pm
if yes, complete and attach Request for Special Use of Public Parking form.
- request for use of any City owned bleachers? ☐yes ☒no

SALES AND FOOD VENDING

- will there be beer, wine and/or liquor sales during the event? ☒yes ☐no
if yes, have you filed a Beer and Liquor License Application with Park City
Finance Department? ☒yes ☐no
if yes, have you filed a Single Event or Temporary Beer Permit application
w/ UDABC? ☒yes ☐no

APPLICATION FEES

All new applications require a \$100 processing fee, all applications for returning events require a \$50 application fee, due at the time of application. Additional fees for other services, including Health Department and Fire Department, will be estimated and provided to the applicant. A final bill for services will be delivered to the applicant approximately two weeks after the event concludes. Please remit application check to:

Park City Municipal Corporation
Attn: Special Events and Facilities
P.O. Box 1480
Park City, UT 84060

INSURANCE

Park City Municipal requires proof of liability insurance in the amount of two million dollars (\$2,000,000) or more, and applicant shall further name Park City Municipal Corporation as an additional insured. This must be submitted 10 days prior to the event.

Exhibit B – Section 4-8-9 Municipal Code

4-8-9. FEE WAIVERS.

(A) The City Manager may waive the following Master Festival or Special Event licensing and associated fees upon a finding of eligibility pursuant to the criteria provided herein:

- (1) Application fee.
- (2) Facility rentals.
- (3) Field rentals; and
- (4) Use of public parking spaces and bleachers.

(B) All fee waiver requests should be submitted to the Special Events Manager at the time of application, but no later than the first day of the proposed event. Fee waiver requests shall be reviewed and approved/denied by the City Manager. Fee waiver determinations made by the City Manager may be appealed to the City Council. Eligibility for a full or partial fee waiver shall be determined by the City Manager pursuant to the following criteria, none of which shall be individually controlling:

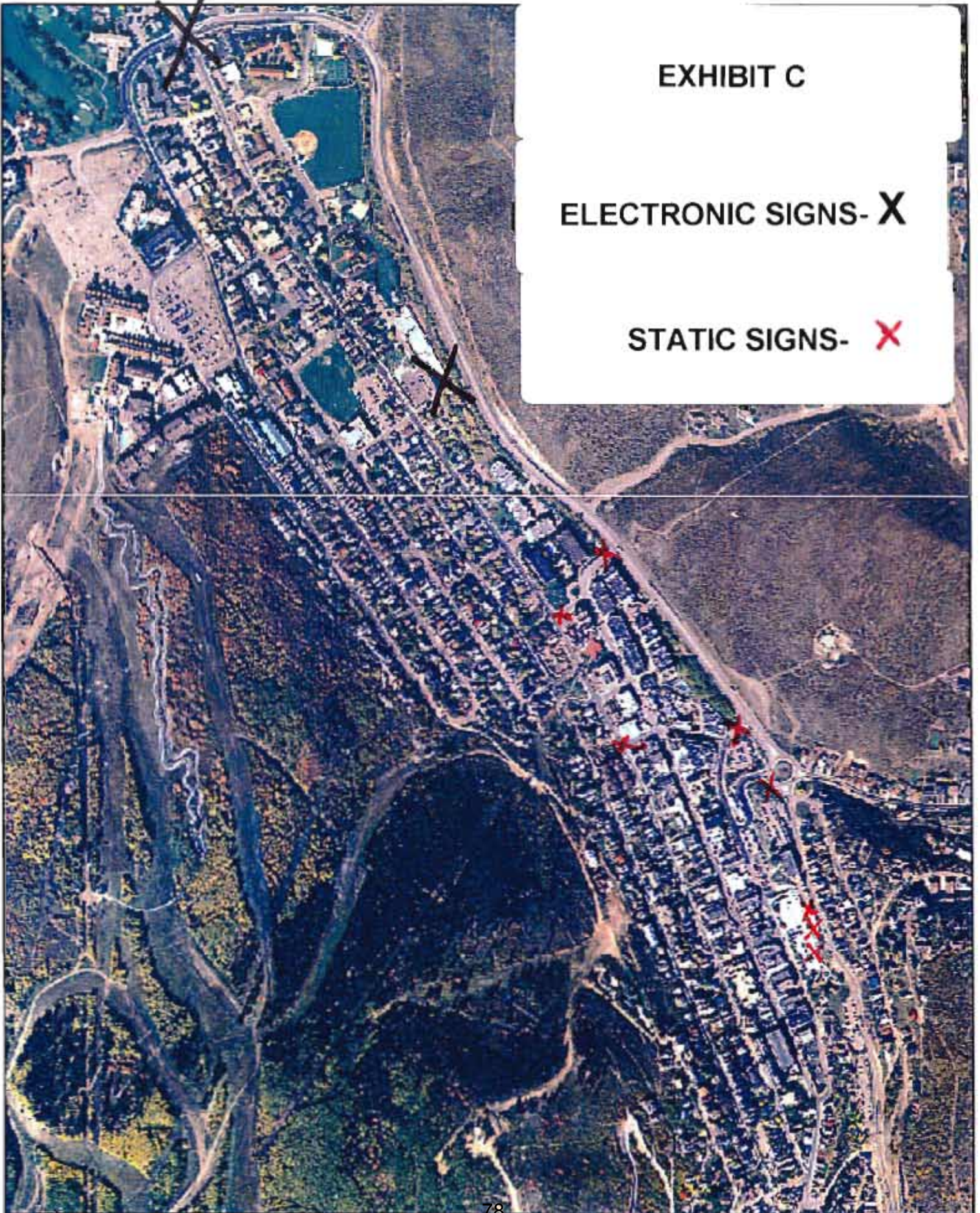
- (1) for-profit or non-profit status of the Applicant;
- (2) whether the event will charge admission fees;
- (3) whether the event is youth-oriented;
- (4) the duration of the event;
- (5) whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;
- (6) the degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;
- (7) the season of occurrence; and
- (8) demonstration of hardship by the Applicant.

(C) Fee waiver requests must be filed annually, unless otherwise approved in a City services agreement by the City Council. Approval of a fee waiver for any application shall not create a precedent for future requests.

EXHIBIT C

ELECTRONIC SIGNS- X

STATIC SIGNS- X



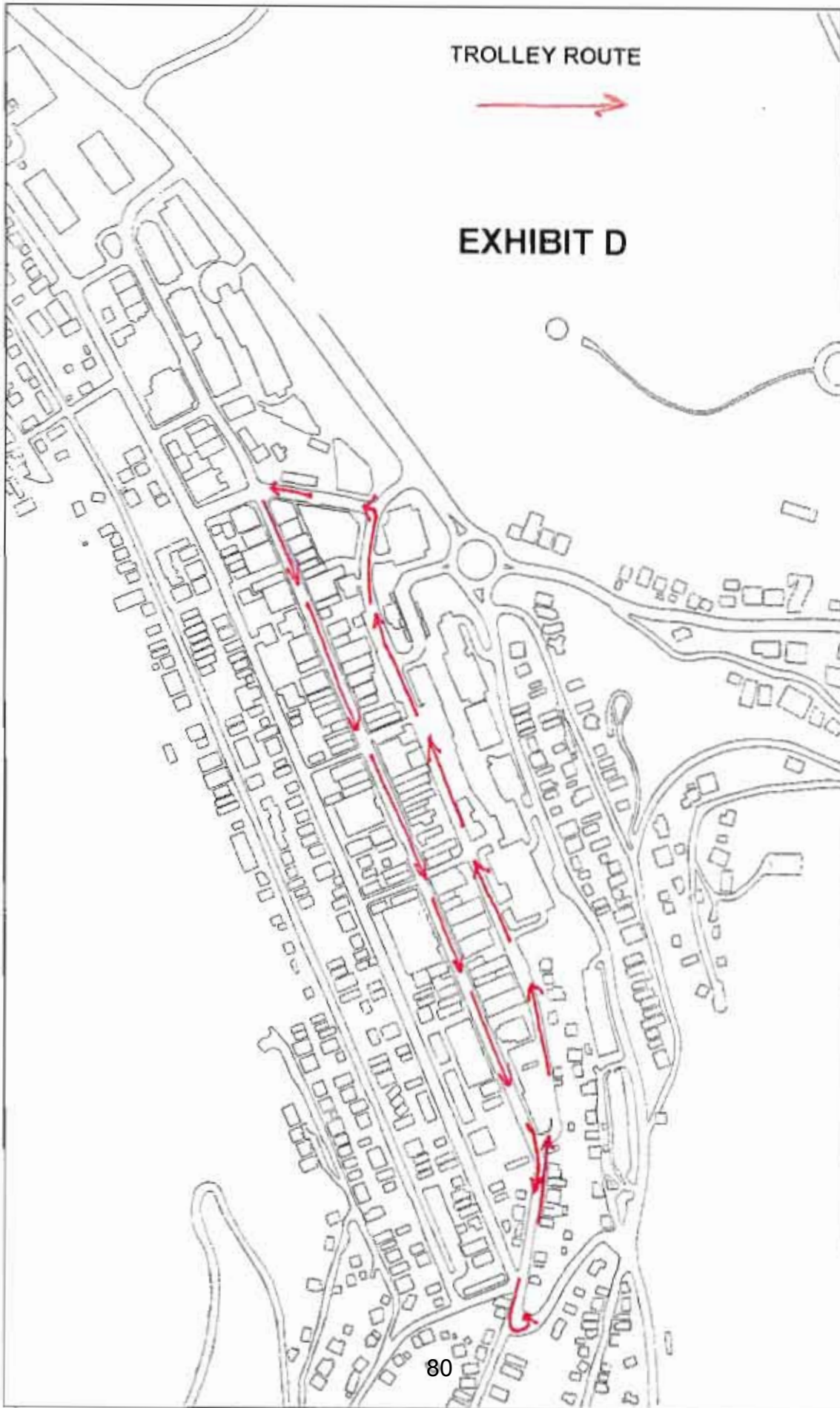
78



TROLLEY ROUTE



EXHIBIT D



 Fee Estimate PSSM June-Sept. 2008		HIDE			HIDE			Special Events Department PO Box 1480 Park City, UT 84060		
SERVICE DESCRIPTION		COST	# OF ITEMS OR HOURS	# OF DAYS	FEES	Fees waived per Festival Fee Waiver Ordinance*	City Manager Waived Fees**	COST		
Special Events and Facilities Department										
Application Fee - Reoccurring Event		50.00	1.00	1.00	50.00					
Streets Department										
Electronic Sign Rental		120.00	2.00	15.00	3,600.00	3,600.00				
Police Department										
Base Officer Time		35.00	16.00	15.00	8,400.00					
Parking Department										
Application Fee		20.00	1.00	1.00	20.00		10.00			
Main Street Parking Space		12.00	38.00	15.00	6,840.00		3,420.00			
Parks Department										
Street Banner Installation		360.00	3.00	1.00	1,080.00					
Building Department										
Building Inspection		65.00	3.00	15.00	2,925.00					
Miscellaneous										
Payments Received										
TOTALS				Totals	22,915.00			22,915.00		
WAIVED AMOUNT					7,030.00	3,600.00	3,430.00	-7,030.00		
					TOTAL DUE			15,885.00		

* Enhanced Business License Fee automatically waives fees for : Main St. cleaning; Electronic sign rental; Traffic control signs; Police time (directing traffic only); and bus service.

** Per Section 4-8-9 of the Municipal Code, the City Manager can administratively waive fees for; application costs; facility rental; field rentals; bleachers; and parking. The Manager has agreed to waive the fees indicated above.

*** Section 4-8-9 of the Municipal Code (Exhibit B) provides Master Festival and Special Event License applicants with the ability to request a waiver for all or a portion of other associated fees. Unless otherwise approved administratively by the City Manager, or in a long-term contract by City Council, other fee waivers must be filed before the beginning of the Event. As many of the fees are covered by revenues generated by the 2005 Festival Facilitation Fee, staff recommends that the remaining fees not be eligible to be waived. All fee waiver determinations made by the City Manager may be appealed to the City Council.

EXHIBIT F



Response Summary

Total Started Survey: 49

Total Completed Survey: 49 (100%)

1. My business is located:

	Response Percent	Response Count
Zone #1 North of Heber Avenue (lower Main Street)	16.7%	8
Zone #2 Between Heber Avenue and the Post Office (450 Main)	29.2%	14
Zone #3 Between the Post Office (450 Main) and Main Street Mall (333 Main)	33.3%	16
Zone #4 Upper Main Street (south of 333 Main)	22.9%	11
<i>answered question</i>		48
<i>skipped question</i>		1

2. My business is:

	Response Percent	Response Count
Restaurant/Bar	10.4%	5
Light fare(candy/Coffee/Ice Cream, etc.)	4.2%	2
Retail	37.5%	18
Professional Office	10.4%	5
Gallery	29.2%	14
Lodging	4.2%	2
Service	0.0%	0
Other	4.2%	2
Private Club	2.1%	1
<i>answered question</i>		48
<i>skipped question</i>		1

3. Overall, how do you think the PSSM affected your business on Sundays throughout the summer:

	Response Percent	Response Count
Up 10% or more	14.0%	6
Up 4% to 10%	14.0%	6
Sales were relatively the same +/- 3%	41.9%	18
Down 4% to 10%	16.3%	7
Down 10% or more	14.0%	6
view Other (please specify)		7
<i>answered question</i>		43
<i>skipped question</i>		6

4. I think the overall impact of the Market on Sundays was:

	Response Percent	Response Count
Very Positive	38.3%	18
Positive	21.3%	10
Neutral	19.1%	9
Negative	12.8%	6
Very Negative	10.6%	5
<i>answered question</i>		47
<i>skipped question</i>		2

5. Would you like the HMBA and the PSSM to seek ways (if possible) for more of the street to somehow participate with the Market?

	Response Percent	Response Count
Yes	31.1%	14
No	35.6%	16
No Opinion	33.3%	15
<i>answered question</i>		45
<i>skipped question</i>		4

6. Do you think the Sunday Market brought new people/customers to town?

	Response Percent	Response Count
Yes	70.2%	33
No	17.0%	8
No Opinion	12.8%	6
<i>answered question</i>		47
<i>skipped question</i>		2

7. Have you personally attended the Park Silly Sunday Market?

	Response Percent	Response Count
Yes	82.2%	37
No	17.8%	8
<i>answered question</i>		45
<i>skipped question</i>		4

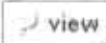
8. How many people do you think the Park Silly Sunday Market attracts each week?

	Response Percent	Response Count
<500	40.9%	18
500-1000	43.2%	19
1000-1500	11.4%	5
>1500	6.8%	3
<i>answered question</i>		44
<i>skipped question</i>		5

9. Overall, are you in support of the Park Silly Sunday Market continuing next year?

	Response Percent	Response Count
Yes	74.5%	35
No	14.9%	7
No Opinion	10.6%	5
<i>answered question</i>		47
<i>skipped question</i>		2

10. Would you like to see the hours of the Park Silly Sunday Market change?

	Response Percent	Response Count
Stay the same	30.2%	13
Start later, end later	34.9%	15
Start earlier, end earlier	11.6%	5
No Opinion	25.6%	11
 view Other (please specify)		7
<i>answered question</i>		43
<i>skipped question</i>		6

Comment Text	Response Date
1. 10 to 4 pm is my suggestion	Tue, 11/20/07 11:52 AM
2. start the same, end at 3pm	Tue, 11/20/07 11:33 AM
3. As weather permits	Tue, 11/20/07 11:24 AM
4. 11am to 4pm	Mon, 11/12/07 11:10 AM
5. stop	Fri, 11/9/07 6:03 PM
6. start the same/stay later	Fri, 11/9/07 12:35 PM
7. Get rid of it.	Mon, 11/5/07 3:06 PM

11. Additional Comments & Suggestions:

	Response Count
view	32

answered question 32

skipped question 17

Comment Text	Response Date
1. I think anything that brings people to Main St. is beneficial. I would not support something that would compete with the stores, but this is different and offers a different base. I would love to see farmers market close to Main St.	Sun, 11/25/07 7:57 AM
2. None	Wed, 11/21/07 9:20 AM
3. I think going a little later will keep people in town for dinner as well. I think they had the right amount of space and going larger would dilute the quality of vendors	Wed, 11/21/07 8:16 AM
4. Try to involve more of the street; possibly a sidewalk sale for merchants on the street, and/or a "destination" at Miner's park or top of Main to encourage attendees to stretch out.	Tue, 11/20/07 5:02 PM
5. I know the merchants south of 5th Street felt the PSSM detracted from their businesses. The purpose of the PSSM is to bring locals and out of town guests/visitors to Main Street -- it did that big time! It is up to each merchant/business person to figure out how to attract foot traffic on Main Street to come to their respective establishment wherever its location on Main Street. I was surprised by the lack of effort on the part of the merchants/businesses to get people into their store, restaurant, etc. The attitude seems to be if I open my door the customer should just walk-in and buy my merchandise/goods or services. That is not how it works in the real world -- you really have to work for that customer, no one wants to be taken for granite. I only saw one store (Bahnhof Sports on Lower Main and I hope there were others) do sidewalk sales during the PSSM. I did not see any signs on store doors or windows that offered PSSM specials to get customers into the store or for that matter thanking the PSSM visitors for coming and participating in the PSSM and spending time on Main Street. I attended 14 Sundays. I know the Town Lift Plaza businesses's revenues were significantly better because of the PSSM. Mike Sweeney	Tue, 11/20/07 2:20 PM
6. THANK YOU for starting this! I love the market!	Tue, 11/20/07 11:52 AM
7. One comment I failed to make when I sent in the survey previously was that there were vendors selling cheap photos at the Park Silly that added to the drop in business we experienced. I would like to see more attention paid to the vendors selected and their impact on the other businesses on Main St. Isn't it more important that the businesses that are here survive instead of diminishing their bottom line. As we are the ones contributing to the economy of Park City	Tue, 11/20/07 11:48 AM

on a regular basis. I'm sure the David Whitten Gallery would have agreed were they still in business this winter.

8. Have a more solid live music schedule with an expanded beer garden. Tue, 11/20/07 11:25 AM
9. Change the Name - Leave Park City for some Dignity. Tue, 11/20/07 11:24 AM
10. It was a great event. It really helped our Sunday business. The food was great. I heard one negative comment. A few customers said that as the summer went on, they felt that it was the same vendors every week. They wanted to see different merchandise. Finally! I feel like lower Main Street isn't the wicked stepchild of Main Street. We were actually included in something!!!!!! Don't even get me started on the Arts Festival. It would be nice to have this event during the Arts Festival. That way lower Main would have a free event that day with food and great vendors. That would be enough reason to come to lower Main that day. Most people look down the street, see a bunch of non-profits, and head to the bus. We could be included!!!! WOW!! Great job this summer. Put more water buckets out for the dogs. Mon, 11/12/07 2:02 PM
11. I don't think the market had a big economic impact for our business but it definitely brought new and old customers to Main Street. The more we can get people in the habit of coming to Main Street the better it is for all of our businesses. Mon, 11/12/07 11:10 AM
12. Lose the Name...Park Silly Sunday is hard for some to pronounce...and it's SILLY. Why not just Park City Sunday? RE: #5--Possible to have some use of Wasatch Brew Pub Lot? Fri, 11/9/07 12:35 PM
13. The only drawback is that it places us in direct competition with vendors selling the same products from the same manufacturers that we sell. Merchants pay high PC rent all year long thus we must achieve certain markups to remain profitable. Street vendors who are not craftsmen are being allowed to sell products from any manufacturer without having our costs thus they can undercut retailers pricing. Please limit vendors to unique crafts that are not sold on the street. Fri, 11/9/07 7:28 AM
14. Park Silly Sunday Market was great. It's about time someone did something for Main Street on Sunday. Wed, 11/7/07 2:11 PM
15. The market hurt our business on Sunday. It was difficult to get to our restaurant as the intersection was crowded. We would like to see the market brought to the top of Main Street for at least half the time. We are tired of being taxed - and now a new tax and all the promotion is going to the bottom of Main. What's fair about that? It is also not right that businesses who do not operate on Main and pay the Main Street taxes to be able to come to Main Street and take business away from us. If they want to be a Main Street Business, then let them be taxed and pay the rents that we do. Also, I could hear the noise from the Market from my house. This summer, the only ones making any money on Main Street on Sunday was the promoters of the Silly Market. Move it to the Canyons Parking Lot. Wed, 11/7/07 10:16 AM
16. The market had no effect on our business, as we're not open weekends and we're an office. As a Local, I loved the market and attended very often. Loved it! Tue, 11/6/07 1:08 PM
17. We were not open on Sundays the prior year, so kind of hard to judge sales, but Sundays sales on weekends before and after the Market's run did not show much change. When I attended the Market it appeared to be a lot of locals, which was nice, but didn't do much business on Main St. Tue, 11/6/07 12:57 PM
18. I think that the silly market brings more of the locals to the street on Sundays but not much from other places. If we could get the locals to visit the entire street would be great. So if we could do one week up top of main and one week at the bottom of main street would be great. I say that my business on Sundays was down but I support any type of event. I would like for us to do something in November to bring people to main. Tue, 11/6/07 11:21 AM
19. It was great for PC. Tue, 11/6/07 11:18 AM
20. I believe there was an increase in foot traffic but the demographics of the Tue, 11/6/07 10:40 AM

attendees were entirely different. Many of the people who normally would purchase our pieces were either not in town or did not come to town do to the Park Silly event. Those that did attend were mainly interested in looking. Obviously, the economy could be a factor as well and I would not discount that but regardless our sales for Sunday which were normally very good were down measurably.

21. I would be great to see the stage set up every week like they set it up on the last day of the silly market this year. Tue, 11/6/07 10:28 AM
22. I can't give more details as we opened our store 10/15. But we worked the market 2x a month and loved it. Tue, 11/6/07 8:40 AM
23. Overall my business was flat from June - October this year over last year and I don't discern on a day over day but look at it over the month. I don't believe the PSSM had any impact on this I believe it was the economy, the fact that the softball tournament really didn't get to main street, and other issues. I do believe that the market really brought people back to main street who hadn't been here in a while and really got them on main street on multiple sundays. I saw a lot of locals that I hadn't seen in a while. I think if there is a way to ensure that customers of the market are parking in the garages and the lots and are directed down main street versus parking on lower park avenue and walking up it will improve street business on sundays. I love the vibrancy and activity it has brought to the street and think it will only improve over the coming years. Tue, 11/6/07 7:55 AM
24. PSSM provided great places to linger and relax. Don't reduce the tables and chairs. Our guests LOVED going down there. Probably 75% of our guests brought back something that they purchased at PSSM. They were sooo surprised to hear that it goes on every Sunday. PSSM was a great talking point for the guests (mostly Utahns) to take back and tell others about. We had at least 2 couples in late October ask us if the market was still going on b/c they had heard about it and wanted to attend. It had closed by that time. So there was definately BUZ out there about the market and making people think about coming up to PC. Tue, 11/6/07 7:29 AM
25. We've been in business 14 years on Main St. We track daily sales to compare year to year. We experienced some of the worst Sundays this summer since we opened. It is amazing how much better our Sundays have been since PSSM closed. What happened to the "Farmers Market" this was supposed to be? The atmosphere we saw there was more flea market/swap meet. What is the criteria used to determine what can/cannot be sold? The only way we feel this would work for all is to split the PSSM half & half Lower and Upper Main to encourage foot traffic flow on the entire street. Mon, 11/5/07 9:58 PM
26. We need to give the event more time to get established as an event on lower Main. We also need to plan to keep the event there after the city opens the sweede alley venue. I would not like to see everthing move to that venue. I am not opposed to more of main street participating if we need the space but if the event grows beyond lower main there will be concerns about closing the street. This has always happened. I would prefer to keep it a low main event if possible. Mon, 11/5/07 8:01 PM
27. Need to involve all of Main Street either through locating the Market at different locations during the summer, making parking on Park Avenue not accessable to Market patrons, allowing existing business' the oportunity to participate in the market either through reduced charges or free sidewalk sale license, make certain that the access to Main Street is readily available to Market attendees. Mon, 11/5/07 6:16 PM
28. I believe that although my Sunday business was flat compared to last summer it had a negative impact because Sunday business since the markets closure has been ahead of last year. Mon, 11/5/07 4:55 PM
29. Make sure Parking is directed to China Bridge Mon, 11/5/07 3:47 PM
30. It was great fun for Park City to have the PSSM. Mon, 11/5/07 3:17 PM
31. In the past years I would do a fair amount of business on Sundays, especially from 11a.m.-3p.m. but that was all but gone once the "Silly" Market started. Mon, 11/5/07 3:06 PM

Added to the loss of business was the noise right outside the gallery doors including the drummers and the Amazon Juice drink guy yelling all the time, along with a few others. It may have been successful for the "temporary" Main St. vendors and the promoters but not for me. I even had to ask one of the vendors to move their furniture, including a couch which was completely blocking access to the sidewalk leading to my gallery. I have no doubt that it did help some Main St. businesses. I'm also very happy you are taking this survey and I hope the results are published. Thank you!

32. Thought the market was great. All of the hard work was apparent, looking forward to next season!

Mon, 11/5/07 2:34 PM

12. Business Name: Email Address:

Response
Count

 view

49

answered question

49

skipped question

0

Comment Text

Response Date

1. La Niche lanichepc@aol.com	Sun, 11/25/07 7:57 AM
2. harryreed@yahoo.com	Thu, 11/22/07 12:31 AM
3. Stone Art Gallery	Wed, 11/21/07 9:20 AM
4. David Merrill Gallery & Studio dmerdes1@yahoo.com	Wed, 11/21/07 8:50 AM
5. Terzian Galleries karen@terziangalleries.com	Wed, 11/21/07 8:20 AM
6. Copper Creek Pub & Grub 825 Main St	Wed, 11/21/07 8:16 AM
7. 350 Main / The Spur Jeff@350main.com	Tue, 11/20/07 5:02 PM
8. Main Street Deli	Tue, 11/20/07 2:35 PM
9. Town Lift Plaza Garage mesgold@yahoo.com	Tue, 11/20/07 2:20 PM
10. Meyer Gallery info@meyergallery.com	Tue, 11/20/07 11:52 AM
11. Wild Spirits Nature Photography info@wildspiritsparkcity.com	Tue, 11/20/07 11:48 AM
12. Hilda 541 Main Street	Tue, 11/20/07 11:33 AM
13. jans jackw@jans.com	Tue, 11/20/07 11:25 AM
14. Star Hotel - starhotel@qwest.net	Tue, 11/20/07 11:24 AM
15. deer valley signatures	Tue, 11/20/07 11:20 AM
16. All Sports Eyewear, Inc. mshattuck@fiber.net	Mon, 11/12/07 2:02 PM
17. Images of Nature lalleman@mangelsen.com	Mon, 11/12/07 11:10 AM
18. I thought it was anonymous	Fri, 11/9/07 6:03 PM
19. Crosby Collection info@crosbycollection.com	Fri, 11/9/07 12:35 PM
20. Kristauf's Martini Bar lgc819@gmail.com	Fri, 11/9/07 11:18 AM
21. Overland jay@overland.com	Fri, 11/9/07 7:28 AM
22. NA	Wed, 11/7/07 2:11 PM
23. Red Banjo Pizza redbanjo1@msn.com	Wed, 11/7/07 10:16 AM
24. Park City Jazz Foundation christie@parkcityjazz.org	Tue, 11/6/07 1:08 PM

25. Rocky Mountain Christmas jrosen@rockymountainchristmas.com	Tue, 11/6/07 12:57 PM
26. Village Keepsakes villagekeepsakes@msn.com	Tue, 11/6/07 11:21 AM
27. Commerce CRG enelson@commercecrg.com	Tue, 11/6/07 11:18 AM
28. Wild Spirits Nature Photography info@wildspiritsparkcity.com	Tue, 11/6/07 10:40 AM
29. Jans Ltd jackw@jans.com	Tue, 11/6/07 10:28 AM
30. iPaw ipaw@Hotmail.com	Tue, 11/6/07 8:40 AM
31. Mary Jane's/Chester's Blacksmith Shop lori@maryjanesshoes.com	Tue, 11/6/07 7:55 AM
32. Southwestern Expressions info@southwestshop.com	Tue, 11/6/07 7:45 AM
33. Washington School Inn jean@washingtonschoolinn.com	Tue, 11/6/07 7:29 AM
34. Park City Clothing Company (Pendleton) parkcityclothing@comcast.net	Mon, 11/5/07 9:58 PM
35. David Merrill Gallery & Studio dmerdes1@yahoo.com	Mon, 11/5/07 9:16 PM
36. Destination Sports timmerts@allwest.net dinoadv@xmission.com	Mon, 11/5/07 8:01 PM
37. Norht Woods U.S.A.	Mon, 11/5/07 6:56 PM
38. Village Candy Shoppe Villagecandy1@comcast.net	Mon, 11/5/07 6:16 PM
39. Park City Colors rmhall@artspan.com	Mon, 11/5/07 4:57 PM
40. Eating Establishment	Mon, 11/5/07 4:55 PM
41. Elegante 364 Main St., Park City, UT / Elements of Elegante 408 Main St., Park City, UT. / Xpressions of Elegante, 312 Main St., Park City, UT	Mon, 11/5/07 4:47 PM
42. Newcow	Mon, 11/5/07 3:47 PM
43. Strachan Strachan & Simon info@strachanlaw.com	Mon, 11/5/07 3:27 PM
44. The Dancing Hands Gallery chris_dhgallery@qwest.net	Mon, 11/5/07 3:17 PM
45. West Light Images David Schultz 738 Main St. david@westlight.net	Mon, 11/5/07 3:06 PM
46. Overland parkcity@overland.com	Mon, 11/5/07 3:01 PM
47. park city travel	Mon, 11/5/07 3:01 PM
48. Scanlan Gallery 545-B Main Street	Mon, 11/5/07 2:55 PM
49. Coda Gallery codajene@aol.com	Mon, 11/5/07 2:34 PM

HISTORIC MAIN STREET BUSINESS ALLIANCE

BOARD OF DIRECTORS MEETING

Tuesday, October 23,
8:30-10:00 a.m.
Miners Hospital

EXHIBIT G

MINUTES

Board Members Present: Ken Davis, Monty Coates, Mike Sweeney, Jeff Ward, Eric Nelson, Sandra Morrison, Jim Hier, Myles Radiman, Chris Crowley, Mary Black, Rick Anderson, Sandy Geldhof, Adam Strachan, Andy Beerman, Lori Harris, Kristin Carpenter (PC Chamber/Visitors Bureau)

Board Members not present: Mark Malcolm (resigned from Egyptian), Krista Parry, and Mike Wong

Other Members Present: Kimberly Kuehn (Park Silly Sunday Market), Jean Carlan (Washington School Inn), Ginger Reis,

Action Items Summary:

- Sandy Geldhof to conduct a survey of the Park Silly Sunday Market to the membership;
- Sandy Geldhof to report on costs to repair the Main Street Kiosks;
- Sandy Geldhof to send out reminder notices about Halloween on Main;
- Sandy Geldhof to put together a one-day event plan for a Holiday on Main event;
- Sandy Geldhof to follow through with the creation of Main street merchant maps;
- The HMBA subcommittee on Trash & Recycling will move forward with its meetings and report to the group monthly and more as required.

Introduction - Ken called the meeting officially to order at 8:30 a.m.

Prior to the Agenda review a discussion of the Park Silly Sunday Market was conducted, a report of which is as follows:

- **Park Silly Sunday Market** – Ken David shared an email he received from West Light Images on Lower Main Street regarding owner David Schultz dissatisfaction with the Park Silly Sunday Market and his dismay at his business' sales performance during the market Sundays. A discussion ensued, that included the following points:
 - Rick Anderson reported that his business at the Eating Establishment was up 20% the last Sunday of the market;
 - Monty Coates requested that we remain supportive of the event and not to make any rash decisions so early in the process
 - Mike Sweeney reported that the restaurants, bars and retailers on lower Main Street did better and mentioned that West Light Images has not been a supporter of any event on Main Street in its history on Main Street.
 - Ken Davis further reminded the group that the event was sold to the City as a way to bring more tourist traffic to the street on what has typically been quiet Sundays and that a significant number of people came to Park City on Sundays to attend the event whereas they otherwise would not have.
 - Chris Crowley reported that it is typical that events like the market will need three years (seasons) to see any real impact.

- Ken Davis suggested that maybe we should look at expanding the event to the rest of the street.
- Kimberly Kuehn, the organizer of the event, updated the group that the last market of the season incorporated more directional signage to visitors to park on Marsac and Swede Alley and that increased the numbers of visitors down the street significantly from previous weeks.
- Mary Black reported that she thought that the market was great for the downtown corridor and that the last Sunday of the market was her best business day since July.
- Jean Carlan suggested we look into a website called Survey Monkey that can create, distribute and analyze survey results for a small fee. The group was supportive of the idea and requested that we keep it short (up to 10 questions). The group suggested that Sandy conduct a survey of Main street businesses to get a better read on what their experience last summer has been. Sandy to follow through.

II.

- **Approve Minutes from September meeting** – Rick Anderson made the motion to approve the minutes from the September meeting, with the suggestion that future minutes include a listing of Board members not present. Monty Coates seconded the motion and the group approved it.
- **City Council Meeting Updates.** Mike Sweeney updated the group on the October 11 City Council Meeting as follows:
 - The Park City Historical Society received final approval on its expansion. The building renovation will begin this month and the liquor store will be moving to the Main Street mall as a result.
 - Randy Barton and the Mountain Town Stages Pub Crawl was a great success. The fundraiser thanked the event for the support of the HMBA through its donation.
- **Treasurers Report.** Monty Coates reported on the state of the HMBA Treasury as follows:
 - Currently the Account holdings stand at \$14,331.30. Expected costs that will tap the account will be administration pay (approximately \$1200/mo.; the repair of the Main Street Kiosks (costs to be evaluated and reported for approval); and the creating and printing of Main Street Merchant maps, of which a \$2,000 budget was approved. The group had a discussion on when we can expect to see monies rolling in from the BID tax that will be charged to all Main street business license holders beginning January 1. Jim Hier said that the renewal fees for merchant licenses are due December 31; therefore it will most likely be January/February before the HMBA sees any of the money.

II. Pending Business

- **Trash/Recycling Updates**
 - Ken Davis reported to the group that he and some members from the HMBA met with the ad hoc committee formed to tackle trash and recycling issues for the District. He reported that members of the HMBA's subcommittee on the issues are Mike Sweeney, Rick Anderson, Jeff Ward and Mike Wong. He reported on some of the issues that came out of that meeting and it was determined that the next subcommittee meeting on the topic would be Tuesday, October 30 at 9 a.m. at COWS.
- **HMBA Marketing Updates**

- **New Branding (Image Mark).** This discussion was cancelled from the agenda as Krista Parry was not present to report updates to the new logo.

III. New Business

- **Main Street Events Updates.**

- **Halloween.** Kimberly Kuehn updated the group on the plan for the annual Halloween/Trick or Treating/ Dog Parade on October 31st. She detailed street closures and times (3-5 p.m. Trick-or-Treating with the Dog Parade being held from 5:00-5:30 p.m. extending to the Shops at the Village on Main as an end point. Sandy Geldhof to send out reminder notification and fliers to merchants.
 1. Jean Carlan reported that she had decent response from merchants for the pumpkin carving contest but was still seeking more participation. She thanked the HMBA for its support.
- **Holidays on Main.** Sandy Geldhof reminded the group that it had been the HMBA's position that we would not be conducting a Main Street Holiday promotion in 2007, due to the lack of interest or participation by merchants previous year, an effort that had costs the organization major funding and time to coordinate. She expressed concern that because NOMA and Redstone were both hosting holiday events to bring traffic tot heir districts, the HMBA might catch some negative feedback and that perhaps we needed to revisit the issue one last time. A discussion ensued as follows:
 - Rick Anderson suggested that at the very least perhaps we could get the city to provide free parking for the two weeks after Thanksgiving to encourage visitation, which is typically very slow for the business district. Jim Hier reported that without an actual event to support the request, the city would probably not be supportive.
 - Chris Crowley inquired whether marketing for one solid day of events a better return on investment for the City and that perhaps we should consider hosting a day's worth of events. Sandy reminded the group that we have not created any funding for a holiday event. Rick Anderson mentioned that the 1st two weeks of December are the slowest of the year and that we don't generate any real numbers with one-day events.
 - Myles Radiman commented that he would like to see speakers and music on Main Street as an ongoing feature.
 - Mary Black stated that in her 20 years of experience in owning a business on Main Street she never saw a difference between doing something or not.
 - Ken David suggested that we don't do anything and see if there's a backlash from the merchant community.
 - Monty Coates and Sandy Geldhof commented that maybe the issue is not about the businesses that don't seem to care, but about owing a certain level of holiday ambience to the street for the tourists.
 - Jonathon Weidenhamer was supportive and suggested that he would support an MFL for a one day event to create small pockets of holiday flavor to the street for the tourists.
 - Monty Coates made a recommendation that we earmark funds for the HMBA for a small event and that we try to negotiate free parking from the city for a two-week window. He suggested \$1,000 with the hope that we could get matching funding from the Chamber and the City. Chris Crowley

seconded the motion and the vote passed. Sandy Geldhof to put a plan and costs together.

- **November/December Board meetings**
 - The group agreed that we would hold the monthly board meeting in November on its usual Tuesday (the 27th). The December Board meeting which falls on Christmas would be moved to Tuesday, January 8th and the usual January meeting (January 22) would be cancelled.

Meeting adjourned 10:30 a.m. Rick Anderson made the motion to adjourn. Chris Crowley seconded and the motion passed unanimously.

HISTORIC MAIN STREET BUSINESS ALLIANCE

BOARD OF DIRECTORS MEETING

Tuesday, November 27, 2007

8:30-10:00 a.m.

Miners Hospital

MINUTES

Board Members Present: Ken Davis, Monty Coates, Jeff Ward, Mike Wong, Eric Nelson, Sandra Morrison, Jim Hier, Mary Black, Sandy Geldhof, Adam Strachan, Andy Beerman, Lori Harris, Bob Kollar, Krista Parry, Max Paap, Jonathon Weidenhamer, Mary Demkowicz

Board Members not present: Mark Malcolm (resigned from Egyptian), Mike Sweeney, Chris Crowley, Rick Anderson

Other Members Present: Kimberly Kuehn (Park Silly Sunday Market)

Immediate Action Items Summary:

- *Sandy Geldhof to follow through on the repair and refurbishing of Main Street kiosks*
- *Sandy Geldhof to distribute Main Street Merchant Maps once they are printed (Delivery eta no later than Dec. 25, 2007)*
- *Sandy Geldhof to facilitate Holiday on Main event November 30, 2007*
- *HMBA Subcommittee on Trash and Recycling to continue bi-monthly meetings and studies to resolve merchant billing and long term recycling and reusability measures.*

I. Introduction - Ken called the meeting officially to order at 8:30 a.m.

- A. Approve Minutes from October meeting** – Monty Coates made the motion to approve the minutes from the October meeting, Lori Harris seconded the motion and the group approved it.
- B. City Council Meeting Updates.** Ken asked the group for their reviews on issues relevant to the organization from the City Council meetings from October 25 through November 15.
 - Sandra Hall reported that the City closed on the loan for the Historical Society and Museum with the forecasted opening in Spring of 2009.
- C. Treasurers Report.** Monty Coates reported on the state of the HMBA Treasury as follows:
 - Currently the Account holdings stand at approximately \$11,000. Expected costs that will tap the account will be administration pay (approximately \$1200/mo.; the repair of the Main Street Kiosks, less what the City will absorb) and the printing of Main Street Merchant maps, that came in at approximately \$2,300. We're anticipating that the new monies from the BID tax will start rolling in around the end of January.

D. Park Silly Sunday Market Results

Sandy Geldhof reported on the results of the PSSM survey that had been conducted the past six weeks. Some of the initial findings were as follows:

- We had 49 businesses respond and complete the online survey (an overwhelming 33% return on total businesses surveyed)
- Retail stores and galleries made up 66% of returned surveys
- 41% of businesses reported that their sales were relatively unchanged during Sundays

- 28% outside of that reported sales were up 4% or more
- 30% reported that sales were down 4 % or more
- 59% of businesses reported that the Market had a positive impact on the street; 70% reported that they thought it brought new people to town.
- 74% of respondents were in favor of the Market returning to town next year
- Kimberly Kuehn reported that she will continue to work with the City and event organizers to personally address some of the broader issues that merchants have expressed (parking, pedestrian flow, etc.)

II. New Business

A. 2008 Sundance Film Festival

Sarah Pearce from the Sundance Institute gave a presentation on the 2008 Festival (1/17-27) and Max Paap from the City gave an initial review on street closures, traffic patterns and parking situations. Both will be present at the January meeting to give final updates that we can communicate to the membership. Sarah can provide an overview deck upon request to members not present.

B. Holiday on Main

Sandy Geldhof reported on the Holiday on Main event planned for November 30. Activities included a Visit with Santa, Main Street Lighting and musical Christmas Characters. Max Paap will try and get the City's LED signs to have a free parking message for that day. Sandy expressed an interest in expanding future year's efforts to include a full day/weekend event to include expanded street activities (music, lighting, more music, possible street closures), possible a parade to bring Santa into town and a more concentrated effort between upper and lower Main. Sandy will put together estimated budget and suggest a grant request for spring of 2008.

A. Pending Business

A. Trash/Recycling Updates

- Ken Davis reported to the group that he and some members from the HMBA met with the ad hoc committee formed to tackle trash and recycling issues for the District. He reported that members of the HMBA's subcommittee on the issues are Mike Sweeney, Rick Anderson, Jeff Ward and Mike Wong. Ken reported that next steps for the committee will be to reconcile a system for billing of all the Main Street business license holders and secondly, to tackle a long term solution for recycling.

B. HMBA Marketing Updates

1. **Main Street Merchant Maps.** Sandy Geldhof presented to final creative for the Main Street Merchant Maps, to be distributed by the holidays. She requested that the Board review the layout and present any corrections to her ASAP.
2. **Kiosk Repair.** Sandy Geldhof reported that she is working with Park City Signs and Jonathon Weidenhamer on the repair of the Main Street Kiosks. Immediate repairs will include a repair of all the doors, key relocking and replacing of the plexiglass inserts where the events info is displayed. Park City Municipal is assisting the HMBA in costs associated with this project.

3. HMBA Logo

Krista Parry presented her Ad agency's stabs at refining the proposed logo for the HMBA. The group seemed lukewarm about making any real decisions regarding new direction. Sandy Geldhof explained that this logo needs to translate into uses on the website, on letterhead and within all our collateral so it needs to appear clear in smaller

translations. Eric Nelson expressed his opinion that he didn't think the Trolley car icon was symbolic of our organization or Main Street anyway. Ken Davis agreed, but Sandy reminded the group that that decision had been made to pursue this direction several months back. Monty Coates expressed interest in using the Park City Literary Festival foundation logo if they're not using it. Sandy Geldhof confirmed that logo was designed by Lindon Leader, who she thought would not release that sort of allowance to us, but that she would check. Ken reminded the group that having Lindon create the logo was Sandy's initial recommendations, but that the group didn't want to spend the money on a formal image study. The discussion was aborted without much resolution.

D. December/January Board meetings

1. The group agreed that the December Board meeting which falls on Christmas would be moved to Tuesday, January 8th and the usual January meeting (January 22) would be cancelled. Sandy Geldhof reminded everyone that Miner's Hospital is no longer being rented for meetings and that we need to find a new location. Jeff Ward mentioned that his office might work. Sandy to follow up.

Meeting adjourned 10:30 a.m. Ken Davis made the motion to adjourn. Krista Parry and Adam Strachan seconded and the motion passed unanimously.