PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 13, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, January 13, 2005.

Work Session – City Council Chambers
3:00 p.m. Council questions/comments
3:15 p.m. Housing update
Review of regular meeting
3:35 p.m. Appointment of Mayor Pro Tem and ETAB members
3:45 p.m. Olympic legacy signs and projects
4:00 p.m. Soils maintenance ordinance
4:15 p.m. Skate park expansion design contract

Closed Session – City Council Chambers
Dinner break
4:30 p.m. Property and litigation

Regular Meeting – City Council Chambers
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF DECEMBER 9, AND DECEMBER 16, 2004

V PUBLIC HEARINGS

1. Ordinance approving amendments to Title 11, Chapter 15, Park City Landscaping and Maintenance of Soil Cover, of the Municipal Code of Park City, Utah to include the Spiro Annexation Area

2. Ordinance amending the Land Management Code regarding Salt Lake City 2002 Olympic Winter Games for legacy displays

VI CONSENT AGENDA

1. Ordinance approving amendments to Title 11, Chapter 15, Park City Landscaping and Maintenance of Soil Cover, of the Municipal Code of Park City, Utah to include the Spiro Annexation Area

2. Ordinance amending the Land Management Code regarding Salt Lake City 2002 Olympic Winter Games for legacy displays

3. Authorization to enter into a professional services agreement with Site Design Group in the amount of $35,050 for design development for the skate park expansion, in a form approved by the Legal Department

4. Resolution establishing a regular meeting date, time, and location for meetings of the City Council of Park City, Utah for 2005

VII RESIGNATIONS AND APPOINTMENTS

1. Appointment of Mayor Pro Tem and Alternate Mayor Pro Tem

2. Appointments of two members and an alternate to the Employee Transfer and Discharge Appeals Board

VIII OLD BUSINESS

City Council call-up of the Planning Commission approval of the Union Square Project Master Planned Development
(a) Presentations from staff and applicant
(b) Public input
(c) Action

IX ADJOURNMENT

The Park City Redevelopment Agency, Municipal Building Authority and Water Service District will convene to establish regular meeting dates, times, and location. 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.

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JANUARY 13, 2005

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF AUGUST 12, 2004

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2005 meetings and appointing officers of the Board of Directors of the Redevelopment Agency of Park City, Utah

V ADJOURNMENT

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JANUARY 13, 2005

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JUNE 17, 2004

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2005 meetings and appointing officers of the Board of Directors of the Municipal Building Authority of Park City, Utah

V ADJOURNMENT

PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
JANUARY 13, 2005

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF APRIL 29, 2004

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2005 meetings and appointing officers of the Board of Directors of the Park City Water Service District

V ADJOURNMENT

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 20, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, January 20, 2005.
Posted: 01/10/05
See: parkcity.org

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 9, 2004

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Lloyd Evans, Chief of Police; Jerry Gibbs, Public Works Director; Gary Hill, Budget Manager; Lori Collett, Finance Manager; Eric DeHaan, City Engineer; Myles Rademan, Public Affairs Director; and Patrick Putt, Planning and Zoning Administrator

Peter Roberts, Park City Arts Council

Absent: **Mayor Dana Williams**

1. Council questions/comments. Marianne Cone reported on Historic Preservation Board business. Jim Hier discussed last night's lengthy Planning Commission meeting where there was significant public testimony on trucking soils out of Flagstaff. The appeal of The Chateaux CUP was continued and he requested that Council be provided the same information delivered to the Commission on this matter. Candace Erickson pointed out that there were also no decisions made on the sign code. In response to concerns raised at the Fairway Hills HOA meeting, Mr. Hier suggested that the Police Department alert residents when crimes are committed in the area like burglaries. Chief Lloyd Evans felt this could be integrated into the Department's neighborhood policing programs.

The following topics were discussed later in the work session but appear here for ease of reference. Peter Roberts discussed aspects of the proposed public art bus shelter project and relayed that evaluation criteria was developed with the transportation staff. Council expressed support. Myles Rademan referred to his manager's report outlining the history of the Olympic Welcome Plaza and there were no requests from Council members for further review.

2. Summit County refuse programs. Jerry Gibbs explained that the committee will be making general recommendations to the Summit County Commission and would like feed-back from Council on program expansions or current service. As the liaison to the committee, Joe Kernan added that there is a question whether multi-family residential should have trash removal covered like single-family units. At one time, the first dumpster was provided *free of cost* but that was changed in 2000 to raise more funding for trash removal. Depending on the configuration of a project, Jerry Gibbs added that some condominiums have a central trash dumpster and some have individual trash containers, which would be picked up without cost. Candace Erickson understood that trash removal was going to be eliminated from the General Fund and changed to a paid service for single family as well to cover expenses associated with increasing the

capacity of the landfill. Mr. Gibbs advised that this will not be included in the recommendations of the committee who believe the County should continue to support the operation through the tax base, recognizing that at some point there will have to be off-setting revenue to provide new or expanded programming. Tipping fees have been increased, for instance. Marianne Cone believed that the landfill should be adequately manned for safety reasons and urged consideration of green recycling or chipping. Jerry Gibbs responded that this would add costs which again need to be offset with revenues. She added that she hasn't heard of complaints from condominium owners but understood the equity issue. There was discussion about whether Recycle Utah is impacted by manual recycling companies and construction recycling options. Joe Kernan described the construction recycling operations of Metro Waste who is contemplating operating a municipal waste recycling plant in Salt Lake. Metro feels it can recycle 30% of waste going to a landfill at a lower cost, which will be considered by the County.

Jim Hier pointed out that there are other issues besides recycling to consider tonight. He believed that multi-family units should not pay for trash removal since they pay property taxes like single family owners, and dumpsters may be easier to service than containers. He supports an increase in tipping fees and felt that expenditures should be clearly budgeted because details are lost in the General Fund. Kay Calvert concurred with the tipping fee strategy.

2. Review of regular meeting:

Salvage policy. Gary Hill explained that there have been departmental requests to use on-line auctions to dispose of surplus property, specifically rolling stock. The current policy provides for auctions and this action would amend the policy to include on-line services. There is a good likelihood that disposing of surplus property will be easier and cheaper. In response to a concern expressed by Kay Calvert about offering property for sale to residents first, Mr. Hill explained that the method of disposal would depend on the nature of the property outlined in our policy. Marianne Cone was pleased to learn of the better return of revenue using the Internet.

Audit report. Lori Collett referred to her staff report. The City received a clean audit report with no findings or comments from the auditors.

Insurance renewal. Mark Harrington referred to the staff report and pointed out that rates have generally increased for a number of reasons, although the rise is leveling off, from 1% for property up to 15% in the overall policy. He emphasized the importance of maintaining the highest insurance ratings, and staff feels good about the City's status in the market. In some areas, premiums actually came down.

Traffic light warrant. The City Engineer explained that the proposed contract, in an amount not to exceed $12,000 to Project Engineering Consultants Ltd, is to determine whether a signal is warranted at the intersection of Meadows Drive and SR224 and it is anticipated that the cost will be considerably less than that amount. This is before

Council in direct response to an October 14 request from a resident. Engineering consultants will work with UDOT on the coordination of an integrated signal system, which is beneficial. This study will also provide information during the budget review on the capital costs of installing a signal. The level of UDOT's financial support is uncertain at this time because of its established priorities. In response to a question from Joe Kernan about potential assistance from Summit County, Mr. DeHaan indicated that it is unlikely.

Marianne Cone emphasized that SR224 is the entrance to Park City and is not supportive of installing another traffic light. She suggested that this is an opportunity to send a different message and discussed the merits of a round-about for a safer intersection. There was a transportation study conducted by Summit County several years ago that contemplated round-abouts, and she suggested that this intersection has no side traffic and may be an appropriate location. The traffic light is the wrong message. Eric DeHaan clarified that a round-about is not completely out of the question, but UDOT has set criteria for round-about installation and a 90° t-intersection is not included on its recommended list of solutions and the cost is significant. Candace Erickson stated that she has also been thinking about accommodating access and egress from the parking lot at the Farm and a round-about may address problems at Meadows Drive, Aspen Springs Road and the Farm. She is not in favor of installing another unattractive light.

For the benefit of Kay Calvert, Mr. DeHaan again explained that this location would not meet UDOT criteria for the installation of a round-about. However, the first step in the process could still be a traffic warrant study which will provide relevant information. Jim Hier pointed out that if the study can be conducted for under $10,000, it is worthwhile to obtain this information to explore other options; he felt that some of this work is identical for round-abouts. The City Engineer agreed. He discussed studying traffic and pedestrian volumes, and coordination of the SR224 system as a part of considering the round-about. Council members concurred to proceed with the traffic signal warrant study with the caveat that their preferred option is a rotary.

<u>Reconsideration of The Chateaux plat approval</u> – Mark Harrington believed this to be the first reconsideration before Council during his 10 year tenure with the City. Council has the discretion of initiating reconsideration with a majority vote, which is neither an appeal nor a traditional application. The code provides for two types of matters that can be reconsidered (1) quasi-judicial and (2) legislative. Unfortunately, the plat approval is sort of a hybrid, but staff believes it is administrative and ineligible for reconsideration. If the Council agrees with the requesting party that the process was flawed, the ordinance has already been published and is effective, so it would have to be repealed and a new process initiated. Another option is to delay implementation of the ordinance, pending the outcome of the appeal before the Planning Commission; the Council could direct the Mayor when to execute the plat. He pointed out that sometimes CUP conditions of approval are referenced on the plat and CC&Rs. In response to a question from Jim Hier, Mark Harrington stated that the plat he has seen would incorporate references to

the CC&Rs that incorporate the transition to a private club. The recordation occurs in tandem.

Jim Hier clarified that his concern is how private club ownership affects the plat, and Mr. Harrington pointed out that this is a good point for debate at the regular meeting. The Mayor Pro Tem also asked for clarification on City compliance with specific noticing requirements, and Mark Harrington explained that this should be formally discussed at the hearing, but it is staff's position that the City complied with the technical requirements of state statutes and the Land Management Code. However, there are inconsistencies in two sections of the state code that create ambiguity as to how the City may define "owner". Kay Calvert felt the dispute is between the association and the owners and the City Attorney explained that the Rothmans will probably argue that the approval would negatively impact the value of their unit. Jim Hier stated that this is where he has a problem because the approval was for the plat not a use. The City Attorney further stated that this should be the focus of the discussion because the notice argument is cured by the fact that the reconsideration is before Council. The Planning Commission continued the appeal on the CUP last night because it requested additional information. Patrick Putt added that the Commission wanted additional time to evaluate the conditional use permit criteria. Mr. Harrington also believed that the Planning Commission assumed that the discussion would focus on noticing rather than the merits of the application, and felt unprepared.

Prepared by Janet M. Scott

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 9, 2004

I ROLL CALL

Mayor Pro Tem Jim Hier called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, December 9, 2004. Members in attendance were Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Mayor Dana Williams was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Myles Rademan, Public Affairs Director.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan disclosed that he will be abstaining from Consent Agenda Item 2 as he benefits from the state tax credit for recycling.

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

Request for sign code amendments - Mike Sweeney, representing the HMBA, asked Council to consider changing the sign code on a trial basis for this ski season to evaluate allowing free-standing and portable signs for businesses. At his request last night, the Planning Commission agreed to review the sign code in its entirety but not until January, missing the holiday season. He suggested that there be a permit process, the signs removed by April 30, 2005, and the program evaluated for possible implementation in the summer. Jim Hier stated that he felt this is worth pursuing and hoped that something could be crafted by next week. Marianne Cone understood that a task force is working on recommendations on the sign code and Mike Sweeney explained that merchants are ready to go and have been since last summer. He clarified that he would like portable signs allowed City-wide, not just plazas. The City Manager emphasized that staff will be returning with legislation addressing temporary signs on private plazas only and in January, there will be a more comprehensive discussion of display of merchandise.

With no further comments from the audience, the public input session was closed.

IV CONSENT AGENDA

The Mayor Pro Tem read the resolution honoring volunteers of the People’s Health Center. Kay Calvert, “<u>I move to approve Consent Agenda Items 1 through 6</u>”. Candace Erickson seconded. <u>Motion carried</u>.

Kay Calvert	Aye
Marianne Cone	Aye
Candace Erickson	Aye

Jim Hier	Aye – Abstention on Item 2
Joe Kernan	Aye

1. Authorize the City Manager to execute the professional services agreement with Project Engineering Consultants in an amount not to exceed $12,000 for services related to a traffic signal warrant study at the intersection of Meadows Drive and SR224 – See staff report and work session notes.

2. Resolution accepting designations of specified areas within the municipality to be Utah Recycling Market Development Zones – See staff report.

3. Acceptance of audit report for Fiscal Year ending June 30, 2004 – See staff report and work session notes.

4. Authorize the following insurance premium payments for workers compensation, property, public entity broad form liability, and crime insurance covering a one-year period from January 1, 2005 through January 1, 2006:

- $115,660 to States Self-Insurers Risk Retention Group, Inc. for public entity broad form liability insurance;
- $114,255.78 to Utah Local Governments Trust ("ULGT") for workers compensation insurance;
- $ 44,721 to Lloyds of London for property insurance;
- $ 3,589 to Travelers for Public Officials Employee Dishonesty (Crime);
- Self insure physical damage coverage for City buses; and
- Decline optional Terrorism Risk Insurance.

See staff report and work session notes.

5. Approval of an amendment to the FY 2005-2006 budget policies to include a modification to the City's salvage policy to allow disposal by internet auction – See staff report and work session notes.

6. Resolution recognizing the many heroes of the People's Health Center delivering critical health care services in Park City, Utah – Staff recommends approval.

V NEW BUSINESS

1. Authorize the City Manager to execute a purchase agreement, in a form approved by the City Attorney, for the Hope Mining Claims (approximately 112 acres) for $1.1 million, using proceeds from the 2002 open space bond – Myles Rademan described the property, owned by a number of families, located in upper Deer Valley, bounded by Gambel Oak, The Aerie, The Oaks, and Chatham Hills. He understood that the property was won in a poker game and named after a woman in the early 1900s. On November 9, 2004, COSAC forwarded a positive recommendation to purchase the property for $1.1 million, which is the assessed County valuation. Mark Harrington

interjected that all signatures have been obtained. Joe Kernan, "I move to authorize the City Manager to execute a purchase agreement for the purchase of the Hope Mining Claims Property". Marianne Cone seconded. Motion unanimously carried.

2. Request for reconsideration of the November 11, 2004 plat amendment approval for the Chateaux at Silver Lake Building C – Mark Harrington referred to the staff report, prepared by Planner Kirsten Whetstone. The request for reconsideration was received on November 30, 2004. At its meeting on November 11, 2004, the City Council received a communication on behalf of the Rothmans which was read into the record. Although continuing the matter was an option, the ordinance was approved as prepared. Subsequently an appeal was filed on the conditional use permit for the conversion to a residential club, which is pending before the Planning Commission. He continued to explain that the code provides for reconsideration of matters that are legislative, but not quasi-judicial or administrative. Plat amendments are determined to be administrative in Utah and staff believes are not eligible for reconsideration. Additionally, this ordinance was published in accordance with state standards and therefore is legally effective. If Council finds merit in the request, a process to repeal the ordinance would be initiated. Another option is to delay implementation of the ordinance by directing the Mayor when to execute the plat, at the conclusion of the appeal. Mr. Harrington stated that the plat does not affect the CUP or reference the resident club status, however the CC&Rs will be recorded in tandem with the plat and enable the conversion in ownership type. The third option is to deny the request for reconsideration and allow the plat to go forward. The applicants would be recording the CC&Rs at their own risk in the event there are additional conditions of approval relating to the CUP. The City Attorney stated that upon examining the record of survey plat at the request of Jim Hier, there is nothing on the face of the plat associated with the CUP.

Steven Dougherty, attorney for Noel and Florence Rothman, relayed that he hurriedly wrote the letter read into the record at the meeting of November 11, 2004. It didn't have the substance it could have had if proper notice had been given, and reconsidering the matter is sought because there is a question with regard to notice. State law dictates that notice must go to individual property owners within 300 feet of the project and there is no concept of *courtesy notice* or notice to home owners associations. Mr. Dougherty felt there is an opportunity to rectify the error and clarified that the Planning Commission voted 3:2 to reconsider de novo the CUP granted. With regard to the relationship between the plat and the CUP application, he believes that the developer of The Chateaux significantly tied the plat amendment to the private residence club because of the layout to accommodate that type of project. Mr. Dougherty stated that his clients are not interested in stopping construction of the building and are not concerned about the interior design of the units. However, the Planning Commission and the City Council never heard concerns expressed by the home owners. There has been an on-going dispute between the parties but the application was presented as though the home owners association had overwhelmingly approved the plat amendment and CC&Rs which provide for the private residence club concept. There are many home owners who are vehemently opposed to a fractional interest integrated into The Chateaux's third building. He stated that he would like to return to Council to present evidence of material injury. State statute requires that there be a finding of no material injury in order to approve an amended plat. Mr. Dougherty suggested that if the Council decides to reconsider the plat approval, to review it after the Planning Commission has rendered a final decision on the CUP appeal. Mr. Harrington asked if the Rothmans have substantive issues with the plat as it applies to subdivision criteria in the code or as it relates to the conversion. Mr. Dougherty understood that the plat amendment changes a portion of the common area to be exclusively used by the private club residence members in Building C. There are no design or layout issues, but use and limitation issues which are derived from the plat.

Eric Lee, legal counsel for Silver Lake Associates, introduced Jeff Werbelow, the Executive Vice President of Silver Lake Associates and President of The Chateaux at Silver Lake Condominium Association. He felt that it is quite clear that the City Council does not have the authority to reconsider the plat approval as final action was taken. The issues raised by the Rothmans may have to be resolved at some point, but not through this forum tonight. He continued that Mr. Dougherty has tried to tie the plat to the CUP, but they're not related. His clients have expressed that they don't care about what the building looks like but how it is used and how it is used is an issue that will be addressed in the appeal under consideration by the Planning Commission. With regard to the option presented to Council to stay the ordinance and implementation of the plat, Mr. Lee stated he could not find stay authority provided to the Council under the code. The application has been reviewed by staff, approved by the Planning Commission and City Council, and Mr. Dougherty had an opportunity to be heard at the November 11, 2004 City Council public hearing. The City Council considered his comments and voted in favor of the plat approval and staying the approval is not authorized by code. Mark Harrington explained that when an appeal occurs, the code provides that associated approvals may be stayed. Even though the plat does not refer to the CUP, the CUP conditions of approval refer to both the CC&Rs and the plat. He recognized that the CC&Rs are not approved by the City, but the City identifies minimum standards, which could change as a part of the appeal. Mr. Harrington believes the Council has sufficient authority to order a stay.

Mr. Lee argued that the Rothmans are concerned about use, which will be addressed with the CUP, and have effectively obtained a *stay* last night at the Planning Commission meeting where the appeal was continued to mid-January. Staying the plat approval is a significant burden to his client and he emphasized that a stay is maintaining the status quo pending some further review or action. If the Council stays the plat approval, the status quo will be compromised as Silver Lake Associates is under construction with footings and foundations and plan to construct vertically in a couple of weeks. There are financing commitments and contracts and if this plat approval is stayed, all of those obligations are in jeopardy. There is a $1 million marketing plan. The risks are substantial in contrast to the benefits the Rothmans seek through the stay, which are unclear. Use will be addressed but staying this project does not benefit Mr. Dougherty's clients.

In response to comments made by Jim Hier regarding grounds for the reconsideration, Mark Harrington explained that Council can determine there has been inadequate notice and take action to repeal the ordinance and reinitiate the public hearing process. A second approach is to stay the ordinance approving the plat until a final decision is made on the appeal. Courtesy notice is provided for CUP applications. There are conflicting provisions within the state code regarding plat amendments and the City has always taken the position that mailed notice to home owner associations and property associations is legal. Another section of state code provides that the legal published notice and posted notice qualifies as proper notice. In this case, there was published, posted and actual mailed notice. The letter from Mr. Dougherty was received by Council in time as were his comments. Mr. Lee emphasized that Steve Dougherty's noticing arguments were made in his letter addressed to Council and read into the minutes of the meeting of November 11, 2004.

Jeff Werbelow, Silver Lake Associates, explained that the configuration for Building C was the result of a desire to design a better building. The units are intended to be sold as condominiums, not specifically private residence club units. If the process has to be reinitiated Silver Lake Associates will be in serious jeopardy.

Steve Dougherty reiterated that he believes City Council has the authority to reconsider a plat amendment because it is legislative. He criticized the noticing process as he was advised about the November 11 meeting at 4:30 p.m. that day. This is not adequate notice and his clients should not be penalized. He emphasized that the Rothmans do not want Silver Lake Associates to stop construction of the building and he urged Council to consider the option of waiting to see what happens with the pending CUP appeal before allowing the plat to be recorded. He didn't believe this affects construction. Attorney Eric Lee argued that staying recordation of the plat will stop construction, at tremendous cost to his client, including the risk of losing financing.

Kay Calvert, "<u>I move to deny the request for reconsideration of the November 11, 2004 plat amendment approval for The Chateaux at Silver Lake, Building C</u>". Candace Erickson seconded. Jim Hier stated that he is compelled to take the advice of the City Attorney and there is a point in time when the plat must be recorded because of financing and permits. Additionally, he pointed out that Mr. Dougherty stated that his clients do not want to detain construction and he supports the decision to deny reconsideration. Candace Erickson added that she attended the Planning Commission meeting last night and although the vote to continue the appeal was 3:2, the Commission felt it needed more time to review the aspects of the CUP. She also felt construction should proceed. <u>Motion unanimously carried</u>.

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 3:30 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Kay Calvert, "I move to close the meeting to discuss property and litigation". Marianne Cone seconded. Motion carried unanimously.

The meeting opened at approximately 4:30 p.m.

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

Prepared by Janet M. Scott, City Recorder

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 16, 2004

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Phyllis Robinson, consultant; and Lori Collett, Finance Manager

Scott Loomis, Executive Director of MCHT; Greg Davidson, proprietor, and Scott York, counsel for The Monkey Bar

1. Council questions/comments. Joe Kernan disclosed that he provides recycling services to Mountainlands Community Housing, The Monkey Bar and Cloud Nine Resorts (Union Square), but will participate in discussions. He reported that the solid waste committee provided an update to the Summit County Commission and will render final recommendations in March. Candace Erickson relayed that Valley Mental Health and the People's Health Clinic meet with the Board of Health about financial support from Summit County. PHC did an outstanding job of quantifying and sorting information, and out of the 1,700 individuals answering its survey, 1,300 were residents of Park City. She continued that Recycle Utah received a grant from the City but not specific funds for the hazmat collection. This event cost Recycle Utah $9,000 for contracted services, which was underestimated by 50%. The Director negotiated the bill down to $6,700 and the County contributed another $2,500 but Recycle Utah is still $1,200 short. Ms. Erickson suggested that the City consider a donation. Marianne Cone pointed out that the collection is free to the public and suggested that donations be encouraged; there doesn't have to be a fee. Ms. Erickson continued that the Library opened a Green Building section for patrons. Marianne Cone commented on the Leadership party. Jim Hier reported on the inter-agency meeting where the primary topic was transportation in the Basin. Mayor Williams congratulated the PHC on reaching its fund-raising goals last week. He attended the first meeting of the Mosquito Abatement Committee and a $350,000 budget is anticipated for the upcoming season. Biological controls, requested by Park City, will be implemented. He stated that he was honored to participate in the Shop with a Cop Program which was very successful. Last night, he presented the City's capital projects to the CARG Board.

2. Review of regular meeting:

Mountainlands Community Housing Trust loan request. The Mayor stated that someone dropped off internal emails from MCHT where there are allegations that he intends to destroy the organization or is responsible for delays in the Deer Valley Drive project. He stated he was furious while reading the emails and hurt by the comments because the accusations were out of line and untrue.

Phyllis Robinson explained that the request is for a bridge loan in the amount of $100,000 to cover increases in construction costs for 555 Deer Valley Drive. The project has been underway and promotes affordable home ownership goals in the community. The source of repayment for the note would be through the sale of the project. The loan would be secured through a second deed of trust and Zions Bank has indicated that it will provide subordinate debt financing on the project. The loan would only be used for capital costs associated with the project, and all requests would be submitted by MCHT and approved by the City before funds are released. The recommendation is to approve a bridge loan in the amount of $100,000 at 3% interest which is consistent with the City's affordable housing policy. Ms. Robinson emphasized that the interest payment on the loan is the same as the amount earned if the funds remain in the City's investment fund. Zions Bank has been involved with the acquisition of the property and the construction loan and MCHT has invested $128,000 in its own funds in terms of equity into the project. The project is appraised at $2.3 million and the combined debt is 88.5%, which is good from an underwriting perspective. One bedroom units are projected for sale at about $85,000 and for two bedroom units at $125,000. Staff recommends approval of the request, subject to the conditions outlined in the staff report.

Candace Erickson felt the request should be approved as loans have been provided to MCHT previously and the community perceives that the City is involved. She feels it important that the City continue to demonstrate its commitment to affordable housing, like the Holiday Ranch Project. In response to a question from Marianne Cone about the construction schedule for the 555 Deer Valley Drive project, Scott Loomis explained that the soonest they can get a framing crew back is the second week of January. Completion is anticipated the end of April. He described the excavation and concrete work required, which was very expensive. She felt that if Council provides a bridge loan, it is reasonable for the City to ask for a schedule to rely upon. Joe Kernan disclosed that he has a recycling contract with MCHT. He stated that he supports this organization and feels that the loan is structured so the City is not losing any investment interest. In response to a question from Jim Hier about the $45,000 budgeted for construction management, Scott Loomis explained that MCHT is acting as the contractor and has hired an independent construction supervisor. He assured Mr. Hier that the CC&Rs will require that the units be owner occupied and agreed with Ms. Cone with regard to regular updates on the progress of the project until completion. Kay Calvert stated that she's heard complaints about installing electric heating and Mr. Loomis explained that there have been advancements in this technology. He heard about this issue recently in the context that MCHT was trying to cut corners to make money on the project, which is obviously not the case and reflected in the numbers.

Scott Loomis indicated that he doesn't know where the emails were generated, but explained that there were a number of potential buyers upset about the stop work order. He subsequently met with the City Manager on the issue and was convinced that it was not political and he discouraged people from contacting the Mayor's Office. The Mayor responded that everyone has a voice and pointed out that the emails appear to have been generated by members of the MCHT Board. The seated Council has made this project possible and it makes no sense that the City would sabotage it. Mr. Loomis believed that the emails were not from MCHT and the public was encouraged not to email the City. Joe Kernan believed the correspondence to be copies of internal emails between Board members but the Director met with the City Manager, which was appropriate. Marianne Cone encouraged considering using green building techniques and felt disseminating information on electric heat to potential buyers would have eliminated many concerns.

Taxi ordinance. Lori Collett explained that the amendment would change insurance requirements, making them consistent with the Federal Motor Carrier Act. There are currently two insurance levels in the ordinance and for vehicles carrying 15 or less passengers, the requirement is $1.5 million, and for vehicles carrying 16 or more passengers, $5 million. This amendment adds a third level for taxi cabs only, vehicles carrying eight or less passengers including the driver, at $75,000. She stated that the amendment was prompted by numerous complaints and threats of lawsuits from taxicab companies in Salt Lake who are only required to provide $750,000 of insurance. In response to a question from Kay Calvert about the City's coverage, Mark Harrington believed that the City's comprehensive policy significantly exceeds these standards. He feels the City has the authority to determine the levels of insurance and the current ordinance is legally defensible, but from a policy and fairness perspective, it was felt that the Salt Lake airport standard was appropriate. Joe Kernan expressed that reducing the level is reasonable.

Private dance club regulations. Mark Harrington explained that Council requested that dance entertainment, primarily in private clubs, be addressed by ordinance. There is a new draft which has been distributed to Council and to the attorneys of The Monkey Bar and the landlord. The previous Council relied on practices of other communities to address sexually oriented businesses and the location zoned for these businesses is the Prospector general commercial area. The conduct at one particular club was brought to the City's attention last summer and there was an attempt to agree on a compliance strategy with the owners of the establishment, which was unsuccessful. The primary concern at the time was lap-dancing, but rather than revoke the license, the City coordinated an investigation with the Department of Alcoholic Beverage Control and local officers, conducted in October and November 2004. He continued that The Monkey Bar has been served with notice of Agency action which alleges approximately a half dozen violations of state code. There could be a pre-hearing conference or use of an administrative hearing officer who would formally make a recommendation to the DABC Board. The final order rendered by the Board could be appealed to the court for a de novo review. When Council realized that the process could be lengthy, the Legal Department was asked to return with an ordinance which would clarify reasonable time, manner, and place restrictions. This would prohibit contact with for-hire dancers, individual lap dances, and nudity by employees within the establishment regardless of if they are behind a shadow screen.

The City Attorney stated that the ordinance distributed on Monday addresses these three issues, but after receiving input from all interested parties, a revised draft is now before Council. This will regulate all establishments, not just private clubs, where there will also be the requirement of a three foot separation from entertainers and patrons at all times. This is consistent with the findings of the SOB ordinance. Mark Harrington continued that while the dancing is underway, there can be no tipping with contact and there are minimum dress requirements. The final section addresses violations of both the business and patrons. The City is fairly limited in its authority and these restrictions are aimed at conduct not meeting community standards. Staff feels that Council's effort in protecting public decency is appropriate and it is important to make a determination of the conduct outlined in the reports. He encouraged that Council carefully review these and consider public input, acknowledging that this draft ordinance was provided in a very short amount of time. Joe Kernan disclosed that both the City and the Monkey Bar are his customers. He felt he needed more time to consider how this would affect other performers, and the City Attorney explained that the ordinance is content neutral and addresses all dance entertainment in establishments, ensuring compliance with constitutional standards. There may be an opportunity to further refine definitions so they're more specific but staff believes the draft language clearly conveys what is allowed. The most recent revision borrows provisions from a Salt Lake City ordinance, which has been successfully defended in court. However, these provisions are not boiler plate and reflect Park City's community standards and circumstances which should be memorialized in Council's findings with the adoption of an ordinance. He reiterated the importance of Council review of the incident reports which will augment the record in providing sufficient basis for the ordinance. Council can rely on police reports, observations and testimonies to develop legislative findings with regard to public decency and community standards. Jim Hier suggested that the Council open the public hearing tonight, consider input, and continue the ordinance. Kay Calvert expressed concerns about limiting performances like belly dancing, for instance. The City Attorney advised that belly dancing would fall under the dance performance definition, and as proposed, dancers would have to follow the same regulations for approval of the stage location or performance area, which could be a pathway through the establishment as long as the three foot patron rule is maintained. Performances associated with parades would be exempt from the ordinance, as only performances within a club or tavern are intended to be addressed.

In response to a question from Marianne Cone, Mark Harrington explained that The Monkey Bar will remain open pending the outcome of the DABC's action. There are also pending complaints in the City prosecutor's office forwarded by the enforcement division. Candace Erickson expressed concerns about other entertainers required to maintain the three foot separation. Mark Harrington agreed that noted that staff struggled with this and tried to narrow the legislation to dance entertainment. If the ordinance becomes more restrictive with regard to content, there is a higher standard of review and findings must be made to meet additional constitutional standards. Marianne Cone observed that there is no sign alerting the public of the type of performances in the Monkey Bar and Mark Harrington explained that the City's Sign Code is content-neutral. Additional disclosure measures could be implemented but this approach has not been supported by Council or staff to date.

Greg Davidson, proprietor of the Main Street Monkey Bar, asked for an opportunity to address Council. Scott York, attorney, explained that he was prepared to speak on the first ordinance draft and the new version is very different. He strongly urged Council to postpone action and provide the public with an opportunity for review and comment. Additionally, the definitions need to be refined. The Monkey Bar is doing everything possible to be a contributing member of Park City by being a lucrative business and denies causing urban blight and/or increasing crime in the area, alleged by the City. Greg Davidson expressed that every club providing entertainment would violate the ordinance as written, and this should be publicly discussed.

<u>Union Square Project</u> – The City Council adjourned work session attend a balloon float at the project site.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 16, 2004

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, December 16, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Max Paap, Special Events and Facilities Coordinator; Brooks Robinson, Planner; and Ray Milliner, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council member Kernan disclosed business relationships with Mountainlands Community Housing Trust, The Monkey Bar, and several business affected by the Sign Code at Silver Lake and PCMR.

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

Main Street snow removal - Mike Sweeney, HMBA, relayed that several merchants on Main Street feel the snow and ice in the gutters on Main Street should be removed by the City before the next storm.

Thank-yous – Sue Follett, Summit County Clerk, thanked Cindy LoPiccolo, Park City Election Officer, her department, and the Public Works Department for their critical assistance in the last election.

Teri Orr, Park City Performing Arts Center, thanked the City for its support of the Moose on the Loose Program and the summer concert program last year. She surprised the Council and the audience with a Celtic folk music performance by the Leahy Family, featured at The Eccles Center,

IV APPROVAL OF MINUTES OF MEETING OF DECEMBER 2, 2004

Marianne Cone, "I move we approve the Minutes of the meeting of December 2, 2004". Jim Hier seconded. Motion carried unanimously.

V PUBLIC HEARINGS

1. International Pedigree Stage Stop Sled Dog Race MFL to be held February 5, 2004 – Max Paap explained that the event began in 1996 in Wyoming, and Park City will be hosting the final leg of the race this year. Twenty-five dog teams will arrive by motorcade to compete on a six mile course on the golf course. There will also be a

fireworks display that evening at PCMR. With no questions or comments from the City Council or the audience, the public hearing was closed.

2. Ordinance approving the first amended record of survey for 8789 Marsac Avenue, Ironwood at Deer Valley, Park City, Utah – Brooks Robinson stated that approval of the amendment would combine two units into one with no additional square footage created. The Planning Commission forwarded a positive recommendation on December 8, 2004 based on the findings in the ordinance. The Mayor opened the public hearing and hearing no comments, closed the hearing.

3. Amendment to the Municipal Code, Title 4, Licensing, regarding insurance requirements for taxis – The Mayor opened the public hearing.

Rob O'Brien, owner of 649-TAXI, stated that he has been providing year-round service in town for 13 years and over the past eight years, has addressed Council many times over compliance and enforcement. Mr. O'Brien suspected that Salt Lake carriers didn't carry Park City's required $1.5 million worth of coverage. When he questioned this he was told by the Finance Department that taxis are only required to carry $750,000, but since his business is located in Park City, he is not eligible since the insurance amount was not formally on the books. In the meantime the City probably issued about 30 licenses, which he has to compete with. Now, the standards have been lowered making it easier for other companies to do business here. He didn't feel that $750,000 is enough coverage for eight passengers. Over the past several years, there has not been enough enforcement and he urged Council to keep this as a high priority. With no further comments or questions from the Council or the audience, the Mayor closed the public hearing.

4. Ordinance amending Title 4, Chapter 4, Section 16 of the Municipal Code of Park City regarding sexually explicit dancing – Mark Harrington referred to the work session discussion where continuance was considered. The Mayor reiterated that the public hearing will be continued at the earliest to January 13, 2005, but invited comments. Hearing none, the public hearing was closed. Jim Hier, "I move we continue this item to a date uncertain, with a preference of having it on the 13th". Kay Calvert seconded. Motion unanimously carried, Jim Hier, "I move to remove this from the Consent Agenda". Marianne Cone seconded. Motion unanimously carried.

5. Ordinance amending the Sign Code, Title 12, Chapter 10, Section 2 of the Municipal Code of Park City to allow portable signs for one test holiday season – Ray Milliner, Planner, explained that approval of the amendment will allow the display of portable signs within certain private property and displayed a rendering of the Main Street area with regard to specific locations. He added that the HMBA requested that the Planning Commission look at this, but the Commission decided to review the Sign Code comprehensively in January. In the interim, the City Council instructed staff to return with a temporary ordinance, allowing portable signs on private plazas and private property adjacent to the plazas. The term proposed is immediate until the end of the ski season or April 15 to monitor possible impacts like clutter or safety hazards and

associated benefits as merchants believe they are very beneficial in directing patrons to their businesses. He requested direction on whether there should be a standard design for signs and whether the Council prefers to have a recommendation from the Planning Commission before enacting this ordinance. In response to a question from the Mayor about private property areas on the map, Ray Milliner explained that although they aren't plazas, they could potentially place signs in these areas if they don't obstruct sidewalks. The ordinance language is general. Mark Harrington advised that the section on the master sign plan for plaza areas, which was removed from the code last year, will be reinstated in the code.

Kay Calvert asked if more than one sign could be allowed if a business is accessed from both Park Avenue and Main Street. Mr. Milliner noted that as drafted, the ordinance allows one sign per business. Jim Hier felt the purpose of the ordinance is to alert people that there are businesses that can't be seen from Main Street and supports one sign. He felt the test should be limited to downtown plaza areas before introducing it to other commercial areas. Mr. Hier didn't feel it appropriate to dictate the design and felt it is appropriately addressed, as written. A trial will provide information to the Planning Commission in conjunction with its comprehensive study, and should be enacted by Council.

Candace Erickson agreed that portable signs should be limited to plaza areas and pointed out that a row of identical signs may be overlooked. She is concerned about potential clutter and didn't feel the matter needs to be remanded to the Commission. The program shouldn't be delayed. Mark Harrington advised that Council has the authority to repeal the ordinance at any time. Marianne Cone believed other commercial plazas will object to not being included. Mr. Milliner added that if the program is successful, it will be expanded to other areas. She stated that she would rather have portable signs limited to plazas and not extended to private property adjacent to plazas. Joe Kernan felt the design of the sign should be at the discretion of the merchant and felt one sign is sufficient. In an effort to control clutter, he further suggested that businesses share signs and that staff be given administrative authority to decide shared locations. Jim Hier emphasized that these portable signs should act as way-finding signs to businesses not visible from Main Street, not to advertise fare or sales. Marianne Cone felt the worst thing for a commercial area is displaying too many signs; people stop reading them. Candace Erickson felt there should be a standard size and Ray Milliner suggested that rather than identifying dimensions, allowing six square feet or less. The Mayor opened the public hearing.

Peter Barnes, architect, suggested some verbiage changes and in response to his comments about real estate and traffic signs in the HCB and HRC zones, it was explained that these are addressed in other sections of the Sign Code or municipal code.

Ken Davis, owner of Java Cow on Main Street, suggested pylon signs listing businesses in the plaza, rather than placing individual signs for each establishment and cluttering the plaza. This may also be a way to direct people to the Main Street Mall. He referred to the lost appeal of the prior owner of Cows where the fiberglass cow was deemed as a sign and not allowed to be displayed in front of the business. From his perspective, the current Sign Code is too restrictive. There should be some flexibility for merchants to express themselves and the business. Other ideas could be tested, and there are many creative shop owners who want to present themselves properly.

Marianne Cone stated that after hearing complaints about the visibility of the Sweeney Café, she walked the site and discovered two signs on Park Avenue for the café above. The signs are not compatible from a design standpoint.

Mike Sweeney, HMBA and owner of Sweeney Cafe, explained that his goal for his business is a little different than his goal for the street. His application to display the Hummer during Sundance last year resulted in the loss of all signs on the deck and he is looking for ways to notify the public that he is open for business from Main Street. He discussed in detail, his specific needs and pointed out other areas on Main Street like the Java Cow entryway where a small sign could be placed. Main Street merchants can police themselves and he reiterated that his most important message is that the café is open.

Jesse Shetler, No Name Saloon and Butchers Chop House, believes it is important for Council to consider enforcement of the Sign Code. The City has only one enforcement officer and he observes a significant number of illegal signs, especially on the weekends. He agreed that the Sign Code could be loosened up; however, the current enforcement officer needs help. Mr. Shetler added that he is reluctant to report businesses not in compliance. He expressed confusion on the number of allowable signs and criteria, which was clarified as one per business. The term of the test should be when the ski resorts close not specifically April 15.

Marianne Cone reiterated concerns about visual clutter and the possibility of having ten signs lined up at one location. Jim Hier felt that it will be difficult to write an ordinance around location of signs on the plaza and this is only an experiment which he believes will go away if it is unattractive. The Planning Commission is the appropriate body to comprehensive look at *loosening up* the Sign Code. Mayor Williams agreed with Mr. Davis' recommendation of one pylon sign and expressed that *this is going to be a mess*. He feared that the result will be 20 signs clustered at the entrance of the plaza. In other instances, the customer is already at the entrance of a business so a tent sign is not necessary. Kay Calvert expressed confidence with the marketing abilities and common sense of owners participating in the trial. Joe Kernan felt that the ordinance should contain language with regard to staff's authority to determine the location of portable signs and is okay with two signs per business. Kay Calvert cautioned over-regulating the program. Marianne Cone pointed out that merchants will be investing money in their signs with an expectation that the ordinance will not be repealed, and she envisions that enforcement will be more difficult.

Mike Sweeney stated that he does not need two signs, just one for each store. He felt that most merchants will place signs close to their stores and not cluster them on the plaza. He explained that PCMR is pursuing installing a four-sided directional sign with a map on the deck, which is currently prohibited. Candace Erickson pointed out that the Planning Commission has agreed to look all features of the Sign Code and this will be addressed at that time. The hearing tonight is to focus on portable signs for merchants located in interior corridors.

With no further comments, the public hearing was closed.

VI CONSENT AGENDA

Marianne Cone, "I move to remove Item 5 from the Consent Agenda (see Item 1 of New Business)". Candace Erickson seconded. Motion unanimously carried. Kay Calvert, "I move approval of Consent Agenda Items 1, 2, 3, and 6". Candace Erickson seconded. Motion carried unanimously.

1. International Pedigree Stage Stop Sled Dog Race MFL to be held February 5, 2004 – See staff report and public hearing.

2. Ordinance approving the first amended record of survey for 8789 Marsac Avenue, Ironwood at Deer Valley, Phase 1, Park City, Utah – See staff report and public hearing.

3. Amendment to the Municipal Code, Title 4, Licensing, regarding insurance requirements for taxis – See staff report, work session, and public hearing.

4. Ordinance amending Title 4, Chapter 4, Section 16 of the Municipal Code of Park City regarding sexually explicit dancing – See staff report, work session notes and public hearing where a motion to continue to a date uncertain was carried.

5. Ordinance amending the Sign Code, Title 12, Chapter 10, Section 2 of the Municipal Code of Park City to allow portable signs for one test holiday season – See staff report, work session notes, public hearing, and Item 1 under New Business.

6. Loan to Mountainlands Community Housing Trust for affordable housing project, located at 555 Deer Valley Drive, Park City, Utah – See staff report and work session notes.

VII NEW BUSINESS

1. Ordinance amending the Sign Code, Title 12, Chapter 10, Section 2 of the Municipal Code of Park City to allow portable signs for one test holiday season – Kay Calvert, "I move to approve Item 5 on the Consent Agenda". She pointed out that her motion includes the change in determining the maximum size by six square feet per side rather than dimensions, and striking the word, *permission* in Section 12-10-2. Jim Hier seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Nay
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

2. City Council call-up of the Planning Commission approval of the Union Square Project Master Planned Development **(motion to continue to January 13, 2005)** – Jim Hier, "I move to continue the City Council call-up of the Planning Commission approval of the Union Square Project to January 13". Candace Erickson seconded. Motion carried unanimously.

VIII 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 5 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Jim Hier, "I move to close the meeting to discuss property and litigation". Joe Kernan seconded. Motion carried unanimously. The meeting opened at approximately 6 p.m.

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

Prepared by Janet M. Scott

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
AUGUST 12, 2004

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Redevelopment Agency meeting to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, August 12, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, Executive Director; and Mark Harrington, City Attorney.

II PUBLIC INPUT

The Chairman invited the public to comment on any matter of RDA business not scheduled on the agenda. Hearing none, the public input session was closed.

II MINUTES OF MEETING OF JULY 1, 2004

Marianne Cone, "I move approval". Kay Calvert seconded. Motion unanimously carried.

IV NEW BUSINESS

Resolution authorizing the execution of an Agreement which amends the Mitigation Agreement (Stipulation) with the Park City School District to extend the term of the sunset date of the RDA to 2021 (15 years) and make other adjustments – Jim Hier, "I move approval of the Resolution extending the RDA for 15 years and making other adjustments". Kay Calvert seconded. Motion unanimously carried.

V ADJOURNMENT

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

Prepared by Janet M. Scott, Secretary

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JUNE 17, 2004

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Municipal Building Authority to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, June 17, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, Executive Director; Mark Harrington, City Attorney; and Gary Hill, Budget Manager.

II PUBLIC INPUT

The Chairman invited the audience to comment on any matter of MBA business, not scheduled on the agenda. Hearing none, the public input session was closed.

III MINUTES OF MEETING OF JANUARY 8, 2004

Hearing no omissions or corrections, Chairman Williams requested a motion to approve. Joe Kernan, "I so move". Jim Hier seconded. Motion unanimously carried,

IV CONSENT AGENDA

Resolution adopting the Park City Municipal Building Authority Budget for Fiscal Year 2004-2005 – Jim Hier, "I move approval of the resolution adopting the MBA budget". Marianne Cone seconded. Motion unanimously carried.

V ADJOURNMENT

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

Prepared by Janet M. Scott, Secretary

PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
APRIL 29, 2004

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Park City Water Service District to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, April 29, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney;

II PUBLIC INPUT

The Chairman invited the audience to comment on any matter of WSD business. Hearing none, the public input session was closed.

III MINUTES OF MEETING OF MARCH 4, 2004

Jim Hier, "I move approval of the Minutes of March 4". Kay Calvert seconded. Motion unanimously carried.

IV NEW BUSINESS

Water Supply Agreement between Weber Basin Water Conservancy District, Mountain Regional Special Service District and Park City Water Service District for the long-term leasing of water – Jim HIer, "I move approval of the water supply agreement". Candace Erickson seconded. Motion carried unanimously.

V ADJOURNMENT

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

Prepared by Janet M. Scott, Secretary

City Council
Staff Report

Budget, Debt and Grants

Author: Phyllis McDonough Robinson
Subject: AFFORDABLE HOUSING UPDATE
Date: January 13, 2005
Type of Item: Information

Summary Recommendations: This item is for information only. No specific action is requested.

Description:

Topic: Staff is providing an update to City Council on its affordable housing policy and programs

Background: Affordable housing is a key component of City Council Goal #9 Sustainable Places to Live. Affordable housing has been an annual City Council goal since the early 1990s.

Park City provides financial and regulatory support for affordable housing development. Key elements of City support for affordable housing development include fee waivers, affordable housing requirements for annexations and Master Planned Developments (MPD), low interest loans and support for CDBG applications. Regulatory support includes an affordable housing element in the City's General Plan and an MPD section for affordable housing in the Land Management Code that includes density bonuses and reduction in open space and parking requirements. To date, Park City has contributed more than $1.8 million in fee waivers, grants and loans for the development of affordable, permanent rental housing stock in Park City.

The City also provides employee housing assistance for full-time regular (FTR) employees living within the Park City School District boundaries. FTR employees are eligible to receive a housing allowance and receive a mortgage assistance loan. Forty-six percent of Park City's FTR employees are currently living within the school district boundaries and receiving housing benefits. Twenty-three employees have used the second mortgage program. Fifteen have been paid off, six are current and two loans are within the five-year deferral period.

The City owns and rents town homes in the Silver Meadows development and at 1465 Park Avenue. The City retains a right-of-first refusal on all units offered for sale at these projects. City staff is undertaking capital improvements as necessary at these units to protect our investment in these properties. Currently the City owns and rents six town homes. Two units are expected to be sold to city employees in February 2005. Seven city employees are homeowners at Silver Meadows.

ANALYSIS:

In August 2004, the City Council adopted its Housing Policy document as a guide to enhance the availability, affordability and quality of housing for all its residents. The following key goals were outlined in that document.

- **Provide a variety of housing options to meet the socioeconomic needs of people who live and work here, including persons with special needs.**
- **Maintain a community that contains a broad diversity of owner-occupied and rental housing types.**
- **Preserve and develop high quality, accessible and affordable housing to serve the people who live and work here.**
- **Promote housing that is energy efficient, environmentally sensitive and that blends with the city's natural environment.**
- Participate in regional efforts addressing the region's housing needs.

In FY 2005, the City added contract staff to advance these goals. The following is a summary of accomplishments to date and an overview of issues on the horizon for the coming year.

<u>2004 Highlights</u>

- Received a CDBG Grant for $25,500 to support the creation of an affordable housing needs assessment and plan including senior housing needs.
- Approved and funded a $100,000 construction bridge loan to Mountainlands Community Housing Trust for 555 Deer Valley Drive.
- Approved an enhanced second mortgage program for Silver Meadows.
- Provided regular updates the Interagency Task Force including a seasonal housing briefing by Deer Valley Resort.
- Staff presented on rural housing organizing at the national Rural Housing Conference in DC in 2004.
- Resolved the Pechnik property situation.
- Negotiated affordable housing requirements for Silver Star and Union Square.
- Ongoing monitoring of existing development agreements.
- Forty-six percent of full-time regular employees live within the Park City School District boundaries.

<u>2005 Horizon</u>

- Update the affordable housing resolution including in-lieu-of fee calculation and fee waiver levels.
- Analyze the impact of the inclusion of Summit County median income as part of the Salt Lake MSA.
- Complete the CDBG-funded City Housing Needs Assessment and Plan.
- Move rent collection for city-owned property to payroll deduction.
- Address use of Pechnik property.

- Analyze the creation a public-private housing trust fund or other funding mechanisms including, but not limited to the Park City Housing Authority, to promote affordable housing strategies and leverage existing resources in Park City.

Attachment A details the status of the housing implementation strategies put forth in the 2004 Housing Policy.

Department Review: This report was reviewed by Budget, Debt and Grants, Finance and the City Manager's office.

Recommendation: This item is for information only. No specific action is requested.

Attachment A: Strategy Status Report
Attachment B: Housing Authority Background Memo

ATTACHMENT A: HOUSING STRATEGIES STATUS REPORT

STRATEGY	STATUS
Develop a Land Inventory and Supply Table including at-risk subsidized and non-subsidized rental units, vacant and redevelopable land.	Under development as part of the Housing Plan supported by the Community Development Block Grant.
Create clear and realistic picture of the housing needs of local employees and residents and enhance understanding of the demand drivers.	Under development as part of the Housing Plan supported by the Community Development Block Grant.
Evaluate the current housing inventory owned by Park City Municipal Corporation including Silver Meadows, 1465 Park Avenue and the Pechnik property and make disposition recommendations.	Demolished the Pechnik parcel and cleared the lot for development. Affirmed the commitment of city owning and renting units at Silver Meadows as part of the second mortgage program enhancements.
Evaluate the payment of in-lieu of fees including the financial and community impact of promoting in lieu of fees as part of the City's housing strategy.	The Affordable Housing Resolution will be updated and presented to Council in Spring 2005.
Develop a consistent definition for housing that addresses affordability, housing need and demand, and income targets.	Under development as part of the Housing Plan supported by the Community Development Block Grant.
Study the feasibility of creating a public-private housing trust fund or other loan fund that could finance ownership and rental projects.	Proposed for FY 2005. Preliminary meetings have been held with FannieMae regarding an American Community Fund investment.
Continue and expand the City's second mortgage program and examine options to expand the program beyond City employees.	Testing in Silver Meadows – City Council indicated interest in this in summer 2004
Examine other funding options to leverage existing resources including equity investments by financial institutions and bonding authority.	Proposed for FY 2005. Preliminary meetings have been held with FannieMae regarding an American Community Fund investment
Evaluate the role of the Housing Authority as a development entity or a more active participant in housing projects and programs including its bonding authority to leverage existing resources.	See attachment B.
*Review the land management code to promote flexibility in reviewing affordable housing projects including, but not limited to, parking standards and open space requirements.	Under development as part of the Housing Plan supported by the Community Development Block Grant.
Identify development options, funding options and opportunities for vacant, at-risk and redevelopable land.	Under development as part of the Housing Plan supported by the Community Development Block Grant.

ATTACHMENT B: HOUSING AUTHORITY MEMO

TO: Tom Bakaly, City Manager

FROM: Phyllis McDonough Robinson

DATE: March 31, 2004

RE: Park City Housing Authority Background

Background on Park City Housing Authority
The PCHA was created in 1978 pursuant to Section 3 of the Housing Authorities Act of the State of Utah. It was created primarily as a financial vehicle with its first action being the issuance of a tax-exempt bond in the amount of $840,000 for the construction of the Fireside Apartments. Over time, it has participated in several housing projects – largely through fee waivers – such as Washington Mill Apartments. It is not viewed as a distinct entity from Park City Municipal Corporation although it technically is. The Mayor and Council serve as the Board of Directors. Every indication is that you, as the City Manager, are the Executive Director.

Its primary mission is to provide housing for lower income individuals and families. In general, it is a quasi-governmental, nonprofit, tax-exempt organization. It can issue bonds at lower interest rates, purchase land and build housing as a separate entity from a municipal government and has the power of eminent domain. It operates under the direction of the city that appoints the board.

Housing Authority Models

- *Limited function* where most services are contracted out -- generally to the local government for direct staff services. Limited function housing authorities generally provide homeownership programs, administer Section 8 and purchase and rehab individual units for the Section 8 inventory.
- *Medium Function* includes providing additional services in finance and support to the private and nonprofit development communities. The housing authority would take a more direct, active role assisting organizations and companies to build housing. Examples of medium function duties include: identifying properties that can be developed or redeveloped including under performing properties, single family or multi-family and vacant parcels, establishing a housing land trust, issuing housing authority bonds, helping private developers and nonprofits package deals and group funding from a variety of resources and small to medium project development or acquisition/rehabilitation. This is the direction I believe the PCHA should head.
- *Large Housing Authority Model* builds on the medium function model with an emphasis on leadership in the provision of affordable housing in the community and a large investment towards to the development and maintenance of housing.

Options

- Allow the Housing Authority to be a dormant entity, used only when needed.

- Staff the Housing Authority and use it to shape and direct the City's Housing Agenda in a way that nonprofit organizations cannot. Nonprofit organizations are a popular way to approach housing needs in Utah and across the country; they serve a variety of purposes in a variety of communities. These issues and purposes may or may not specifically address the City's housing needs and priorities.

Examples of activities the PCHA could undertake include:

- Collection of in-lieu of fees, land banking and the issuance of development RFPs on assembled parcels within city guidelines.
- Negotiate and monitor development agreements. Current development agreements give that authority to the PCHA.
- Expand the financial resources for housing development through leveraging in lieu of fees and city contributions through programs such as the American Communities Fund and equity-equivalent investments from financial institutions.
- The Housing Authority could be expanded to include the County. Alternatively, the County and City could have an MOU for services.
- The Housing Authority could be a housing developer on behalf of the city and contract out management services to a private entity. This would create an income stream for the Housing Authority.
- Administer a down payment assistance program citywide.

City Council
Staff Report

Building Department

Author: Jeff Schoenbacher
Subject: REVISING THE SOILS ORDINANCE
Date: January 10, 2005
Type of Item: Legislative

Summary Recommendations:

Hold a public hearing, take public input, and amend the Soils Ordinance to include the Spiro Development annexation.

Description:

Topic:

The Soils Ordinance titled "Landscaping and Maintenance of Soil Cover" found in Chapter 15 of the Building Code 11-15-1 was originally promulgated in 1988 to protect residents residing in areas that were suspect for underlying mine tailings. With the implementation of the Environmental Management System (EMS), both USEPA and UDEQ are now considering the delisting of Prospector from the CERCLIS database. However, both regulatory agencies believe that both the ordinance and the EMS program should be flexible and include other areas impacted by mining activity upon discovery.

Based on a Phase II Environmental Assessment that was conducted by Paladine Development Partners and published in a report dated January 23, 2004, the site exhibits elevated lead levels that exceed USEPA's Health Based Risk Standard of 400 ppm. As a result, the purpose of revising the ordinance is to reinforce the city's commitment of protecting human health and the environment by including the Spiro Annexation into the ordinance boundaries.

Background:

USEPA and the UDEQ have been investigating and evaluating mine sites within the Park City area since the early 1980's. To allay the regulatory agencies concerns PCMC implemented the Landscaping and Soil Maintenance Cover ordinance which mandates a 6-inch "clean top soil" cap for property that exhibits elevated lead levels. The general objective of these measures is to isolate potentially contaminated material from the surface and minimize direct contact. Based on the Phase II Environmental Assessment that was done for the Spiro Development the area does exhibit elevated lead levels that will need to be mitigated. Therefore including the property into the ordinance will assure cap integrity is maintained and that generated soils from construction activity are managed in accordance with state and federal law.

Analysis:

The expansion of the soils ordinance to include this parcel will provide assurances that the heavy metal exposure is minimized and the soils are managed and disposed of according to state and federal law.

Department Review:

Proposed changes have been reviewed and approved by the Ron Ivie (Building Official), Legal Department, Planning Department, and Paladin Development Partners.

Alternatives:

Approve the Request:

By approving the request PCMC further reinforces the commitment to protect residents and the environment. In addition, by including a property with known mine tailing impacts into ordinance, demonstrates to USEPA and UDEQ how the discovery of new sites will be managed by the City.

Deny the Request:

Denying the request would jeopardize the value of the ordinance and the EMS program. Also the owners would lose regulatory flexibility in regards to mitigating the site.

Continue the Item:

The implementation of these changes will be a demonstration to USEPA and UDEQ how future parcels are managed that exhibit elevated lead levels.

Do Nothing:

Weakens the City's strategy to address the regulatory concerns and seek acceptance and final closure to the issues expressed by USEPA and UDEQ.

Significant Impacts:

Property will need to be capped in accordance with the ordinance and managed to sustain long-term integrity. Soils that exhibit TCLP Hazardous Characteristics that cannot be reincorporated on-site will have to be disposed of at a permitted facility. However, the property owners (Paladin) agreed that the property should be included in the soils ordinance and expressed their agreement with its inclusion within the annexation agreement and/or MPD.

Consequences of not taking the recommended action:

Lack of regulatory flexibility for the owners of the development and dilutes the soils ordinance effectiveness of addressing impacted locally.

Recommendation:

Staff recommends the adoption of these revisions to further strengthen the ordinance in a manner that will assist the City in gaining regulatory acceptance.

Ordinance No.

ORDINANCE APPROVING AMENDMENTS TO TITLE 11, CHAPTER 15, PARK CITY LANDSCAPING AND MAINTENANCE OF SOIL COVER OF THE MUNICIPAL CODE OF PARK CITY, UTAH TO INCLUDE THE SPIRO ANNEXATION AREA

WHEREAS, Chapter 15 of the Municipal Code was originally promulgated in 1988 to protect residents residing in areas that were suspect for underlying mine tailings; and

WHEREAS, the US Environmental Protection Agency (EPA) and the Utah Department of Environmental Quality (UDEQ) strongly believe that both the soil cover ordinance and the Environmental Management System (EMS) should be current and consistently applied by including other areas impacted by mining activity upon discovery; and

WHEREAS, based on a Phase II Environmental Assessment published in a report dated January 23, 2004, the site exhibits elevated lead levels that exceed EPA's Health Based Risk Standard of 400 ppm; and

WHEREAS, a public hearing was held before the City Council on these amendments on January 13, 2005; and

WHEREAS, adoption of the revisions outlined in Exhibit A will reinforce Park City's commitment of protecting human health and the environment by including the Spiro Annexation Area into the ordinance boundaries, and will further strengthen the ordinance in a manner that will assist the City in gaining regulatory acceptance.

NOW, THEREFORE, BE IT RESOLVED that:

SECTION 1. AMENDMENTS TO TITLE 11, CHAPTER 15. Sections 11-15-2 and 11-15-3 are hereby amended as shown in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 13th day of January, 2005.

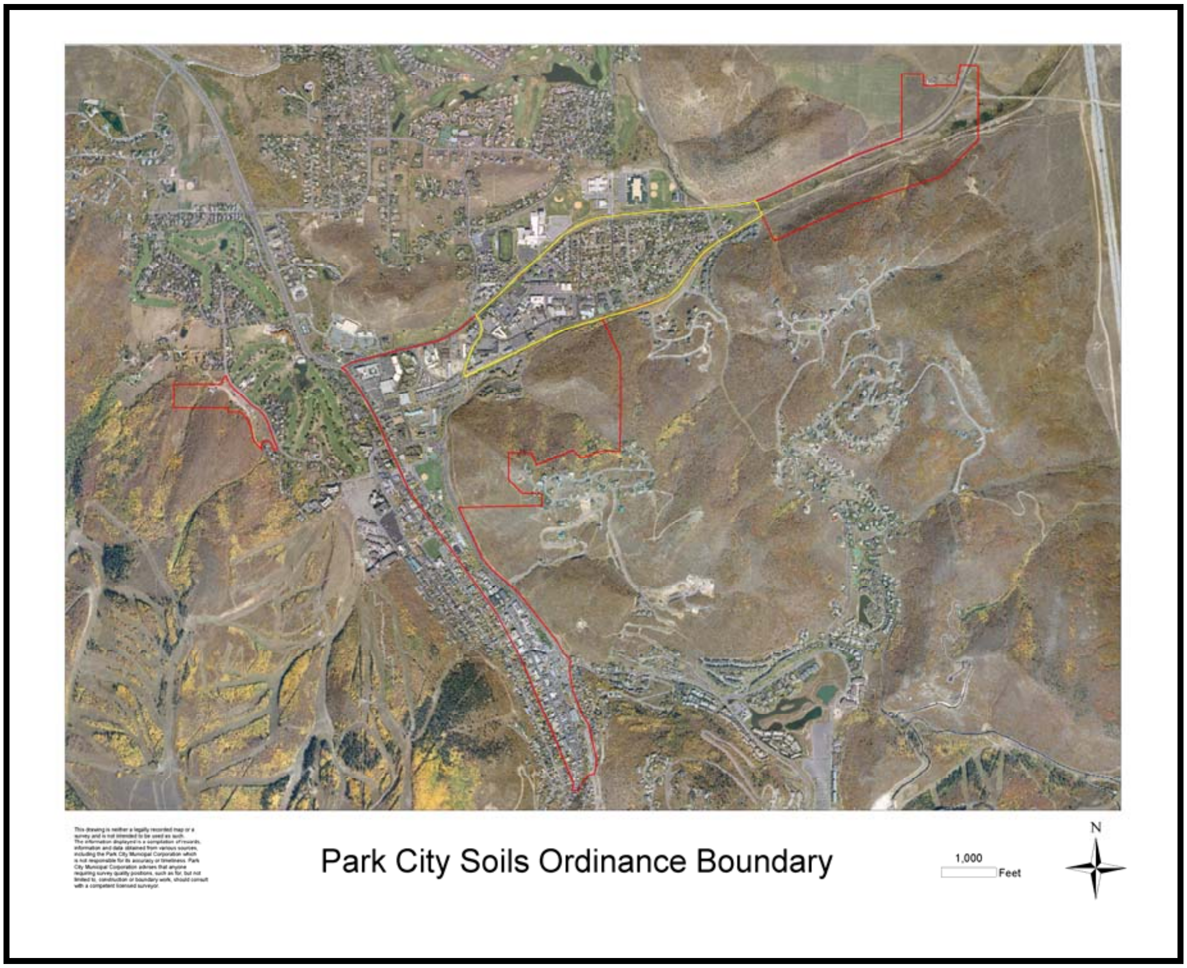
EXHIBIT A

CHAPTER 15 - PARK CITY LANDSCAPING AND MAINTENANCE OF SOIL COVER

11-15- 1. AREA.

This Chapter shall be in full force and effect only in that area of Park City, Utah, which is depicted in the map below and accompanied legal description, hereinafter referred to as the Soils Ordinance Boundary.

(Amended by Ord. No. 03-50)



MAP OF AREA SUBJECT TO LANDSCAPING AND TOPSOIL REQUIREMENTS (ORIGINAL MAP ON FILE IN THE CITY RECORDER'S OFFICE) and as described as follows:

Beginning at the West 1/4 Corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base & Meridian; running thence east along the center section line to the center of Section 10, T2S, R4E; thence north along the center section line to a point on the easterly Park City limit line, said point being South 00°04'16" West 564.84 feet from the north 1/4 corner of Section 10, T2S, R4E; thence along the easterly Park City limit line for the following thirteen (13) courses: North 60°11'00" East 508.36'; thence North 62°56' East 1500.00'; thence North 41°00' West 30.60 feet; thence North 75°55' East 1431.27'; thence North 78°12'40" East 44.69 feet; thence North 53°45'47" East 917.79 feet; thence South 89°18'31" East 47.22 feet; thence North 00°01'06" East 1324.11 feet; thence North 89°49'09" West 195.80 feet; thence South 22°00'47" West 432.52'; thence South 89°40'28" West 829.07 feet; thence North 00°09'00" West 199.12 feet; thence West 154.34 feet to a point on the west line of Section 2, T2S, R4E; thence south on the section line to the southerly right-of-way line of State Route

248; thence westerly along said southerly right-of-way line to the easterly right-of-way line of State Route 224, also known as Park Avenue; thence southerly along the easterly line of Park Avenue to the west line of Main Street; thence southerly along the westerly line of Main Street to the northerly line of Hillside Avenue; thence easterly along the northerly line of Hillside Avenue to the westerly line of Marsac Avenue, also known as State Route 224; thence northerly along the westerly line of Marsac Avenue to the westerly line of Deer Valley Drive; thence northerly along the westerly line of Deer Valley Drive, also known as State Route 224, to the southerly line of Section 9, T2S, R4E; thence easterly to the west line of Section 10, T2S, R4E; thence northerly to the point of beginning.

Spiro Annexation Area Legal Description:

A parcel of land located in Summit County, Utah, situated in the southeast quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point that is South 396.80 feet and West 1705.14 feet from the East quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being a 5/8" rebar on the westerly right-of-way line of Three Kings Drive, as described on the Arsenic Hall Annexation Plat, recorded no. 345954 in the office of the Summit County Recorder, said point also being on a curve to the left having a radius of 625.00 feet of which the radius point bears North 71°08'49" East; and running thence southeasterly along said right-of-way line the following three (3) courses: (1) southeasterly along the arc of said curve 352.91 feet through a central angle of 32°21'09"; thence (2) South 51°12'20" east 141.13 feet to a point on a curve to the right having a radius of 290.00 feet, of which the radius point bears South 38°47'40" West; thence (3) along the arc of said curve 70.86 feet through a central angle of 14°00'00"; thence along the southwesterly right-of-way line of Three Kings Drive and along the arc of a 680.00 foot radius curve to the left, of which the chord bears South 47°16'17" East 235.91 feet; thence along the westerly boundary of the Dedication Plat of Three Kings Drive and Crescent Road, recorded no.116010 in the office of the Summit County Recorder, the following eight (8) courses: (1) South 57°12'20" east 39.07 feet to a point on a curve to the right having a radius of 495.00 feet, of which the radius point bears South 32°47'40" West; thence (2) along the arc of said curve 324.24 feet through a central angle of 37°31'50"; thence(3) South 19°40'30" East 385.45 feet to a point on a curve to the left having a radius of 439.15 feet, of which the radius point bears North 70°19'30" East; thence (4) along the arc of said curve 112.97 feet through a central angle of 14°44'21" to a point of reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 55°35'09" West; thence (5) southerly along the arc of said curve 22.24 feet through a central angle of 84° 57'02" to a point of compound curve to the right having a radius of 54.94 feet, of which the radius point bears North 39°27'49" West; thence (6) westerly along the arc of said curve 115.99 feet through a central angle of 120°57'49"; thence (7) North 08°30'00"

West 31.49 feet to a point on a curve to the left having a radius of 105.00 feet, of which the radius point bears South 81°30’00” West; thence (8) along the arc of said curve 378.43 feet through a central angle of 206°30’00” to a point on the easterly line of Park Properties, Inc. parcel, Entry no. 129128, Book M73, page 31, in the office of the Summit County Recorder; thence along the easterly boundary of said parcel the following five (5) courses: (1) North 42°30’00” West 220.00 feet; thence (2) North 11°00’00” West 235.00 feet; thence (3) North 21°32’29” West 149.57 feet (deed North 21°30’00” West 150.00 feet) to a 5/8” rebar; thence (4) North 42 30’49” West 195.18 feet (deed North 42°30’00” West 195.29 feet) to a 5/8” rebar; thence (5) North 89°57’46” West 225.95 feet (deed West 224.19 feet) to a 5/8” rebar; thence along a boundary of Park Properties, Inc. parcel, Entry no. 324886, Book 565, Page 717, in the office of the Summit County Recorder the following three (3) courses: (1) North 02°45’19” East 99.92 feet (deed North 100.20 feet) to a 5/8” rebar; thence (2) North 89°51’20” West 496.04 feet to a 5/8” rebar; thence (3) North 89°35’52” West 481.94 feet (deed North89 45’00” West 992.17 feet for courses (2) and (3) to a point on the west line of the southeast quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Basin and Meridian; thence along said quarter section line North 00°15’24” West 407.62 feet to a point on the Bernolfo Family Limited Partnership parcel, Entry no. 470116, Book 1017, Page 262, in the office of the Summit County Recorder, thence North 89°59’54” East 482.91 feet (deed East 493.92 feet) to a point on the Vince D. Donile parcel, Entry no. 423999, Book 865, Page 287, in the office of the Summit County Recorder, said point being a 5/8” rebar and cap; thence along said parcel the following five (5) courses: (1) South 89°59’49” East 358.30 feet (deed East 358.35 feet) to a point on a non tangent curve to the right having a radius of 110.00 feet, of which the radius point bears South 88°41’47” East (deed South 88°44’18” East); thence (2) northerly along the arc of said curve 24.32 feet (deed 24.14 feet) through a central angle of 12°39’58” to a 5/8” rebar cap; thence (3) North 13°46’17” East 49.98 feet (deed North 13°50’00” East 50.00 feet) to a 5/8” rebar and cap on a curve to the right having a radius of 60.00 feet (chord bears North 27 16’47” East 28.00 feet); thence (4) northeasterly along the arc of said curve 28.26 feet (deed 28.27 feet) through a central angle of 26°59’09” to a 5/8” rebar and cap; thence (5) North 40°46’38” East 83.23 feet (deed North 40°50’00” East 83.24 feet) to the point of beginning.

The basis for bearing for the above description is South 00°16’20” West 2627.35 feet between the Northeast corner of Section 8, and the East quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base & Meridian. TAX SERIAL NOS. PP-25-A AND PCA-1002-C-1

To be combined with a parcel of land located in Summit County, Utah, situated in the southeast quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point that is West 1727.82 feet and South 310.72 feet from the East quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake

Base and Meridian, said point being on the westerly right-of-way of Three Kings Drive and running thence West 417.99 feet; thence South 246.59 feet; thence East 358.35 feet to a point on a curve to the right, the radius point of which bears South 88°44’18” east 110.00 feet; thence northeasterly along the arc of said curve 24.14 feet to the point of tangency; thence North 13°50’00” East 50.00 feet to the point of a 60.00 foot radius curve to the right; thence northeasterly along the arc of said curve 28.27 feet to the point of tangency; thence North 40°50’00” East 83.24 feet to a point on the westerly right-of-way of Three Kings Drive, said point being on a curve to the right, the radius point of which bears North 71°07’38” East 625 feet; thence northwesterly along the arc of said curve and along the right-of-way 89.33 feet to the point of beginning. TAX SERIAL NOS. PCA-1002-F

EXCEPTING THEREFROM all lots and parcels platted as Chatham Crossing Subdivision, Hearthstone Subdivision, Aerie Subdivision and Aerie Subdivision Phase 2, according to the official plats thereof recorded in the office of the Summit County Recorder.

(Amended by Ord. No. 03-50)

11-15- 2. MINIMUM COVERAGE WITH TOPSOIL OR OTHER ACCEPTABLE MEDIA.

(A) All real property within the Soils Ordinance Boundary must be covered and maintained with a minimum cover of six inches (6") of approved topsoil and acceptable cover described in Section 11-15-3 over soils exceeding the lead levels specified in Section 11-15-7, except where such real property is covered by asphalt, concrete, permanent structures or paving materials.

(B) As used in this Chapter, “approved topsoil” is soil that does not exceed 200 mg/Kg (total) lead representatively sampled and analyzed under method SW-846 6010.

(C) Parking of vehicles or recreational equipment shall be contained on impervious surfaces and not areas that have been capped with acceptable media.

(Amended by Ord. No. 03-50)

City Council
Staff Report

Author: Kirsten Whetstone
Subject: Land Management Code Amendments; Section 15-5-1.190 (defining SLC 2002 Olympic Winter Games Legacy Display)
Date: January 13, 2005
Type of Item: Legislative

Summary Recommendations:
Discuss proposed amendment to Section 15-5-1.190 of the Land Management Code, defining Salt Lake City 2002 Winter Olympic Games Legacy, conduct a public hearing, and consider approving the amendments as recommended by the Planning Commission.

Description:
Topic:

Project Name:	LMC Amendment- Olympic Legacy
Applicant:	Deer Valley Resort
Proposal:	Revisions to the Land Management Code regarding Olympic Legacy Displays
Project Planner:	Planning Staff

Background

In September of 2002 the City Council amended the LMC to permit various Olympic related structures, including flagpoles, banner poles, banners and way-finding towers, to be maintained as part of the City's Olympic Legacy Program. It was Council's intent to keep the original Olympic displays as part of the City's Olympic Legacy Program. It was not the Council's intent to allow these structures to be used for commercial advertising. The Planning Department has received written letters of complaint regarding the banner poles at the PCMR parking lot on Empire Avenue (see attached).

In response to a request from Deer Valley Resort, the Planning Department drafted possible amendments to the Land Management Code (LMC) to address the definition of Olympic Legacy Displays. Currently such Displays are allowed in the Residential Development (RD) and Resort Commercial (RC) Districts if "placed on the original Property set forth in the services agreement and /or Master Festival License." If such displays are placed in an Area other than the "original location set forth in the services agreement and/or Master Festival License" a conditional use permit (CUP) is required.

The purpose of this request is to amend the current definition of Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays. Current definition in Chapter 15 of the Land Management Code is as follows:

> **15-15-1.190. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays.** Official exhibits from the Salt Lake City 2002 Winter Olympic Games created and/or provided by the Salt Lake Organizing Committee (SLOC) as part of the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and approved by the City Council for installation on City property, public Rights-of-Way and/or within the Areas that were Olympic venue Sites during the 2002 Winter Olympic Games at Park City Mountain Resort and Deer Valley Resort. Olympic Legacy Displays are specifically limited to Olympic way-finding towers, flagpoles, banner poles, and banners.

Less than three years following the 2002 Olympic Winter Games, many of the original banners and flags have worn out. It is the desire of the resorts to continue to utilize the Olympic way-finding towers, flagpoles, and banner poles for replica displays and/or other exhibits that identify the location as a 2002 Olympic Winter Games Venue.

Deer Valley Resort proposed language to amend Section 15-15-1.190 regarding the definition of Olympic Winter Games Legacy Display that would allow such replica or similar displays and would also allow event messaging for non-Olympic seasonal activities at venue sites as long as the display is accompanied by identification of the location as a 2002 Olympic Winter Games Venue by adding the following language: ***Such exhibits may include replicas thereof, or other exhibits identifying the location as a 2002 Olympic Games Venue (such as by containing the site's Olympic Games Venue logo), approved by the Planning Department as consistent with the intent of identification of the site as a 2002 Olympic Winter Games venue. Such exhibits may contain event messaging identifying non-Olympic seasonal activities at the venue site so long as accompanied by identification of the location as a 2002 Olympic Winter Games Venue***.

At the December 8, 2004 Planning Commission meeting, Staff recommended the Planning Commission discuss the following alternatives:

1. No change to the existing language, as stated in Section 15-15.1.190., limiting official exhibits to those created and/or provided by the Salt Lake Organizing Committee (SLOC) as part of the SLOC/PCMC Olympic Services Agreement;
2. Proposed Deer Valley language which was silent as to the amount or nature of other advertising;
3. Modify current language as follows:

15-15-1.190. Salt Lake City 2002 Olympic Winter Games Legacy Displays. Official exhibits from the Salt Lake City 2002 Olympic Winter Games created and/or provided by the Salt Lake Organizing Committee (SLOC) as part of the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and approved by the City Council for installation on City property, public Rights-of-Way and/or within the Areas that were Olympic venue Sites during the 2002 Winter Olympic Games at Park City Mountain Resort and Deer Valley Resort, **or replacement exhibits that expressly commemorate the SLC 2002 Olympic Winter Games**. Olympic Legacy Displays are specifically limited to Olympic way-finding towers, flagpoles, banner poles, and banners. **No additional commercial or special event advertising is permitted as part of the Legacy Display; or**

4. Modify the current language as follows:

15-15-1.190. Salt Lake City 2002 Olympic Winter Games Legacy Displays. Official exhibits from the Salt Lake City 2002 Olympic Winter Games created and/or provided by the Salt Lake Organizing Committee (SLOC) as part of the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and approved by the City Council for installation on City property, public Rights-of-Way and/or within the Areas that were Olympic venue Sites during the 2002 Winter Olympic Games at Park City Mountain Resort and Deer Valley Resort, **or replacement exhibits that expressly commemorate the SLC 2002 Olympic Winter Games**. Olympic Legacy Displays are specifically limited to Olympic way-finding towers, flagpoles, banner poles, and banners. **Up to 20% of the total Display area may be allocated for special event advertising and must be within the bottom 30% of the Display area. The remaining 80% of the Display area must commemorate the SLC 2002 Olympic Winter Games. No additional commercial or special event advertising is permitted as part of the Legacy Display.**

On December 8, 2004 the Planning Commission discussed these LMC amendments and conducted a public hearing. The Commission modified the language in option #3 and voted to forward a positive recommendation on the following language:

15-15-1.190. Salt Lake City 2002 Olympic Winter Games Legacy Displays. Official exhibits from the Salt Lake City 2002 Olympic Winter Games created and/or provided by the Salt Lake Organizing Committee (SLOC) as part of the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and approved by the City Council for installation on City property, public Rights-of-Way and/or within the Areas that were Olympic venue Sites during the 2002 Winter Olympic Games at Park City Mountain Resort and Deer Valley Resort, **or replacement exhibits that expressly commemorate the SLC 2002 Olympic Winter Games**. Olympic Legacy Displays are specifically limited to Olympic way-finding towers, flagpoles, banner poles, and banners. **No additional commercial advertising is permitted as part of the Legacy Display. No more than 20% of the banner may be used for temporary display of events authorized by and subject to a Master Festival License.**

Analysis

Planning Staff reviewed the proposed revisions as stated above and finds that these revisions are consistent with the original intent of the Olympic display, which was to celebrate the Olympic Winter Games. These Olympic legacy displays were not intended to be an alternative commercial sign or billboard and should not contain commercial advertising.

Planning Staff and the Planning Commission reviewed these LMC amendments and find that they are consistent with the Park City General Plan, reflect the goals and objectives of the City, are consistent with sound economic development policies and strategies, are not harmful to the health, safety, and welfare of the residents of Park City, and are consistent with the purpose statements of the proposed zoning districts (RD and RC) and overall purposes of the Land Management Code.

In addition, the Commission determined that the amended language will not create any additional impacts on the surrounding property owners in terms of intensity of use, size and location of the site, increased traffic, off-street parking, screening to separate or mitigate the Use from adjoining uses, lighting, physical design and compatibility with surrounding structures and whether there are sound reasons to allow the existing way finding towers, flagpoles, and banner poles to be utilized for event messaging identifying non-Olympic seasonal activities at the venue sites.

Planning Staff believes that the language recommended by the Planning Commission is consistent with the City Council's past discussions regarding the Olympic Winter Games Legacy Program.

Staff recommends that these alternative Displays continue to be an allowed use, to be reviewed by the Planning Director, provided the towers, flagpoles, and banner poles are in their original locations.

In the event that these towers, flagpoles, and banner poles are relocated by a Conditional Use Permit approval process, the alternative Displays would then also require a simultaneous review at the time of relocation.

Department Review

These amendments have been reviewed by the Planning and Legal Departments. Comments from these departments are reflected in the staff report.

Notice

Notice of these proposed LMC amendments was published in the Park Record and posted according to the noticing requirements in the Land Management Code.

Recommendation:

Staff recommends the City Council discuss these proposed amendments to the Land Management Code regarding Olympic Legacy Displays, hold a public hearing on this matter, consider any public comment, and approve the amended language as recommended by the Planning Commission.

Exhibits

August 28, 2002 Planning Commission meeting minutes
September 11, 2002 Planning Commission meeting minutes
September 12, 2002 City Council meeting minutes

Ordinance No. 04-

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE REGARDING SALT LAKE CITY 2002 OLYMPIC WINTER GAMES LEGACY DISPLAYS

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents of Park City; and

WHEREAS, it is in the best interest of the community to periodically amend the Land Management Code to reflect the goals and objectives of the City Council and to align the Code with the Park City General Plan; and

WHEREAS, the City Council finds that proposed changes to the Land Management Code are necessary to amend the definition of Salt Lake City 2002 Olympic Winter Games Legacy Displays to allow the use of replacement displays intended to commemorate and celebrate the Salt Lake City 2002 Olympic Winter Games and permitting limited use of the Displays for events authorized by and subject to a Master Festival License.

WHEREAS, the City Council finds it is in the City's best interest to amend the Land Management Code and that the amendments are consistent with sound economic development policies and strategies; are not harmful to the health, safety, and welfare of the residents of Park City; are consistent with the purpose statements of the zoning districts where these Displays are located; and are consistent with the overall purposes of the Land Management Code; and

WHEREAS, it is in the best interest of the City to maintain Park City as a world class resort and to provide an opportunity for Park City's venues of the Salt Lake City 2002 Olympic Winter Games to continue to celebrate and commemorate the Games with replacement displays when the original Olympic Displays reach the end of their functional life spans; and

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

SECTION 1. AMENDMENT TO TITLE 15- Land Management Code, Chapter 15-15-1.190. Salt Lake City 2002 Olympic Winter Games Legacy Displays is hereby amended as redlined (see Exhibit A).

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

PASSED AND ADOPTED this 13th day of January 2005.

EXHIBIT A.

15-15-1.190. Salt Lake City 2002 Olympic Winter Games Legacy Displays. Official exhibits from the Salt Lake City 2002 Olympic Winter Games created and/or provided by the Salt Lake Organizing Committee (SLOC) as part of the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and approved by the City Council for installation on City property, public Rights-of-Way and/or within the Areas that were Olympic venue Sites during the 2002 Winter Olympic Games at Park City Mountain Resort and Deer Valley Resort, **or replacement exhibits that expressly commemorate the SLC 2002 Olympic Winter Games**. Olympic Legacy Displays are specifically limited to Olympic way-finding towers, flagpoles, banner poles, and banners. **No additional commercial advertising is permitted as part of the Legacy Display. No more than 20% of the banner may be used for temporary display of events authorized by and subject to a Master Festival License.**

EXHIBIT B
Planning Commission Minutes
August 28, 2002

<u>Olympic Legacy/Land Management Code-related amendments</u>

The Planning Commission discussed this item during the work session.

Administrator Putt stated that a public hearing is scheduled this evening on proposed amendments to the Land Management Code dealing specifically with maintaining display items, towers, flags, flag poles, etc., established in certain areas of the City as part of the 2002 Winter Olympic Games. He reported that on August 8, 2002, the City Council reviewed an information item from Myles Rademan regarding alternatives for maintaining Olympic Legacies. At that meeting, the Planning Department was given direction from the City Council to prepare draft amendments to allow the City to commemorate its role during the Olympic games. The amendments would create a definition in the LMC to describe an Olympic display. The definition would describe an Olympic Legacy display as an official exhibit from the Salt Lake City 2002 Winter Olympic Games created and/or provided by the Salt Lake Organizing Committee (SLOC) and approved by City Council for installation on City property, public rights-of-way, and/or within areas that were Olympic venue sites during the 2002 Winter Olympic Games and Park City Mountain Resort and Deer Valley Resort. Olympic legacy displays include, but are not limited to, Olympic way finding towers, flag poles, commemorative plaques and banners. The Code would be amended in five zones to provide for the displays to be maintained and established as allowed uses. There is also a provision in the amendments to recognize and allow Olympic legacy displays to be established in the Frontage Protection Zone, but they would not be allowed within the 30-foot no-build zone of the FPZ. An additional provision in the amendments would add a section under maximum building height to permit way finding towers up to a height of 65 feet. The Planning Commission discussed this during work session and was inclined to allow flag poles, banners, and the Olympic way finding towers in their original location as permitted uses. There was also discussion of distinguishing between the displays being allowed uses in their original location but requiring a CUP to move them elsewhere. The Staff requested that the Planning Commission conduct a public hearing, provide direction, and forward a positive recommendation to the City Council.

Chair Larson opened the public hearing.

Ruth Gezelius stated that she opposed the proposed amendments to the Land Management Code. She commented that height limits have defined the character of development in Park City, and the City has asked every resident, homeowner, and business in the community to abide by the rules in relation to height, which is one reason they have such lovely view corridors in the community. She stated that the FPZ is extremely important, and the Planning Commission is under constant pressure to relax and let people build close to the street, build more, and build up. Unless the

Planning Commission is willing to go on the line and protect visual open space, the people who follow them will not. While it is important to acknowledge the past, the most important job is to plan for the future. If they do not plan correctly, they create eyesores and maintenance problems for the future. She believed that retrofitting the rules to suit what might be a personal or community opinion at the time was not the right way to approach planning. She felt they were being asked to change the rules to suits someone's desire to place objects that were not planned for within the community. She urged the Planning Commission to oppose an amendment and forward a negative recommendation to the City Council.

Gill Blonsley, a member of the Board of Adjustment, spoke in opposition to the proposal. He stated that this came before the Board of Adjustment as a variance, and it was defeated by a vote of 5 to 1. He identified issues he believed were important to the community and why he believed the Planning Commission should step back from this. He commented on a statement he heard earlier about transfer of power from the Planning Commission to the City Council as a bypass, and he hoped that issue would be addressed. He stated that when this proposal was originally presented, it was a change of one height restriction in one location. As it was discussed, it became apparent that there were a variety of objects Mr. Rademan wanted to place throughout the community. It was discovered that the tower to be placed at the welcoming center was the tower from Deer Valley that was returned to SLOC. SLOC wanted to sell it, but no one wanted to buy it, and it was being given to Park City. The Board of Adjustment was told that it would cost between $25,000 and $40,000 to replace the graphics, and they would last from seven to ten years. Mr. Blonsley commented on the 35-foot graphic at the Salt Lake City Airport that has already deteriorated. If Park City has not provided for the maintenance cost, it will end up with an artifact that will deteriorate and look unattractive in the community, not an attractive welcoming item. He was concerned that, if they start to relax the regulations, they will have objects placed in a variety of areas that create sight pollution. The City needs to have vision, and he has seen this Planning Commission as people of vision who have not succumbed to the temptations of the moment. The Olympics have come and gone and are part of Park City's past, but they are a secondary element in the future. In that sense, Mr. Blonsley believed they could live with certain things already in place. He distributed photographs of the 53-foot tower at the Yarrow and the graphic tower at Park City Mountain Resort which were impressively overpowering.

Chair Larson assured Ms. Gezelius that the Planning Commission shared her concerns about the FPZ and heights in general. He commented on the one artifact that remains in Squaw Valley as a reminder that the Olympics were there. and he believed the Olympic legacy displays at the resorts that were in place for the Olympics are appropriate and should stay in place. The question is what they do with anything new or relocated.

Bob Wheaton, representing Deer Valley, thanked the Planning Commission for their support of legacy artifacts that are already in place. He asked for their continued support for Deer Valley to have that legacy for future guests. They still hear comments from visitors to the resort who look for the legacy that says the Olympics were there and what they were about. He commented on the tower that was at Deer Valley Resort and explained that it was presented to Deer Valley during the tear down, but in March he was told that it had to come down because it had been sold. The flagpoles were not sold and are still there. He urged the Planning Commission to allow Deer Valley to display this legacy. Commissioner Powers asked Mr. Wheaton where he would put the tower if it were re-established. Mr. Wheaton replied that he was unprepared to answer at this time. He saw a model at the Chamber Bureau meeting yesterday which showed the tower in perspective at the Olympic Plaza. Mr. Wheaton suggested that the Planning Commission look at the model, because it is very telling.

Vern Greco, representing Park City Mountain Resort, stated that his intent was to ask for careful consideration and approval of the amendments, specifically as they relate to the features at the resort. He stated that they constantly recognize and try to be careful in their role in the community when asking for features like that to stay. The context in which they would like the Planning Commission to approve them is not without consideration for view corridors, entry corridors, and other things. Mr. Greco believed the flag poles and banner towers were in an appropriate place. Just as it is important to preserve the view corridors and entry corridors, he believed it was important for the Olympic features to stay in place at the resort. Commissioner Powers commented on the life of the banners and asked if the resort would guarantee replacement. Mr. Greco agreed that they have a limited life, and it would be incumbent on the resort to maintain the banners to acceptable standards. Commissioner Powers stated that he would expect the same obligation from Deer Valley.

Bill Malone, representing the Chamber Bureau, stated that the economic aspects of legacy was something that drove them through the games. It was not an idea that came up in March when the Olympics were finished. They have worked over the past five years to build an opportunity to capitalize on the games. He stated that he wished he had a nickel for every time someone came to the visitors center wanting him to show them the Olympics. The physical Olympic legacy is important to Park City guests, and they expect to see something they can touch and feel. Mr. Malone explained that their Board has been trying to encourage Olympic legacy. It is their opinion that the traditional method of looking at height, color, and other criteria within the Planning Commission purview may not be applicable in this sense. They feel that the Olympic legacies, whether they are materials left over from the games or newly developed items used in the future to promote Park City as an Olympic host, need to be approached in a macro sense. That is why they have supported these amendments so the City Council can get their arms around it from a big picture standpoint. He believed this was about marketing, meeting consumer expectations, and creating reasons for people to visit Park City. If the issues are approached on a piecemeal basis, they will be left with little from an Olympic legacy standpoint.

Planner Brooks Robinson pointed out that the definitions in the amendments say that flagpoles must have official banners or exact copies. If they wanted to change the language to commemorative banners, that could be discussed. Administrator Putt noted that Planner Robinson had raised the issue of what would happen when the original 2002 banners are no longer acceptable to fly from the flag poles. He questioned whether the expectation would be for replicative banners or whether something commemorative or different would be acceptable. This question was not considered until this evening, and as part of the discussion, it would be good for the Planning Commission to address that issue.

Rob Slettom, president of the Park City Lodging Association, stated that the Association represents accommodations for 18,000 guests. He reiterated comments about the number of times guests have asked about the Olympics. They have all heard it and will continue to hear it more and more this coming winter. He believed continuing the legacy was an important issue. The Olympics was a wonderful time, and he hated to think that the town would be bashful in boasting about it. Having been to Squaw Valley, he believed that town was suffering through economic hard times when they hosted the Olympics and did not have the economic base to support Olympic legacies like they have in Park City. He asked the Planning Commission to look long range and carefully consider the proposed amendments. He noted that the Association feels strongly about the Olympic Plaza near the Mt. Air Café and believes it is an appropriate site. They are talking about banners and towers, not a 10-story building, and he asked the Planning Commission to keep that in perspective. Commissioner Erickson stated that the location of the tower at the Olympic Legacy Plaz

Monty Coates, representing the Downtown Business Association, echoed previous comments about the need for legacy projects and the expectations of visitors looking for these things. He stated that all summer he has apologized to people who have come to his store on Main Street and tried to explain why there is not much now but hopefully there will be in the near future. The visitors expect and want Olympic legacies. As winter vacationers start to arrive, they will want to re-experience the games and feel what they saw on TV. He feared that, if the icons are not here, people would go away disappointed. He believed the tangible things that were here during the games are important. The towers, flag poles, and other artifacts will provide the emotional bond people are looking for. Mr. Coates stated that the Downtown Business Association wholeheartedly supports these legacies wherever they can have them.

Mr. Wheaton addressed the issue of banners and suggested language that would refer to an Olympic commemorative banner. SLOC designed the banners for a four-week life. and they were lucky enough to extend them to the end of the ski season. He stated that the life of the original banners has ended, and they would like to put up commemorative banners with a material that will last longer than four weeks.

Mr. Greco explained that Park City could not put up duplicate banners because they are restricted by the venue agreement with SLOC. The right to display those official marks expires at the end of the calendar year.

Chair Larson closed the public hearing.

Based on the testimony from the business community regarding the need to get something accomplished, Commissioner Erickson felt they should move as quickly as possible along the lines of the work session discussion. He did not believe they could abdicate their responsibility about protecting the ROS, FPZ and all residential zones in terms of land use. In those locations he believed they owed the residents an obligation for notice and comment. That would not apply to artifacts currently in place.

Commissioner Erickson agreed that this should be looked at from a global perspective. He also agrees that if they were too rigorous in their review, nothing would happen. He suggested that they modify the recommendations to accomplish those goals.

Commissioner Zimney agreed that they should keep what they have. She reiterated her earlier comments about the Plaza in the FPZ area by the Jess Reid building. She explained that the Board of Adjustment spent a lot of time on this and decided that the height limit could not be exceeded in the zone. She believed the flags and banners in Deer Valley were wonderful, but she did not think a height exception was needed all over town to allow for banners and flag poles. She stated that a 65-foot-high sign in the Plaza is too much impact, and it is important for the City to fly a balloon or do something to show how tall the sign will be. She believed it belonged at the resort where it is now, not at the Plaza. She offered suggestions of what would be appropriate at the Legacy Plaza.

Commissioner Powers referred to the banners and felt they should look at allowing something other than the original banner. He suggested a sign that could be carried by Deer Valley and Park City Mountain Resort to replace the original banners.

Commissioner Volkman and Commissioner Barth supported Commissioner Erickson's comments.

Chair Larson summarized that existing Olympic legacy displays should be an allowed use, and any other Olympic legacy display should be a conditional use. Commissioner Erickson clarified that he did not support a blanket CUP on all items. There are places they are obligated to protect and areas where they can move forward. Chair Larson stated that as part of the purpose statement, they will include direction addressing location. Commissioner Volkman felt there would not be enough requests to make the CUP process cumbersome. He did not think the Planning Commission should relinquish its power of going through the process on each request.

Administrator Putt asked for discussion of the CUP concept. He asked if the Planning Commission would want to see a CUP in just the FPZ or ROS zones if a legacy is not in place or there is a proposal to move one, or they would want a CUP for all zones. After discussing zones, noticing requirements, and other issues, Administrator Putt offered to take the Planning Commission's comments and suggestions to the City Council on September 12 and, based on their direction, return with specific language for Planning Commission review.

MOTION: Commissioner Erickson moved to CONTINUE this item. Commissioner Volkman seconded the motion.

VOTE: The motion passed unanimously.

EXHIBIT C
Planning Commission Minutes
September 11, 2002

Olympic Legacy - Related Land Management Code Amendments
Administrator Putt reported that this matter is a continuation of a public hearing held at the last Planning Commission meeting. It involves proposed changes to the Land Management Code to provide a review mechanism and adjustment of the land use table to allow for Olympic Legacy displays to remain in their approved location as part of the Olympic Services Agreement and the City's master festival license for the 2002 Winter Olympic Games. At the last meeting, the Staff presented amendments to the LMC to allow the uses in their current locations or, if moved, to be permitted or allowed uses. An exception was built into the height provisions of each I zone that would allow the wayfinding towers to be permitted at a height of 65 feet. Based on input from the public, the Planning Commission directed Staff to revise the amendments to allow as allowed uses the Olympic displays as defined, to remain in place as part of the pre-existing master festival license. This would include the tower at PCMR, the flagpoles and flag standard for the banners at PCMR, and the flag poles and banner standards at Deer Valley. Any Olympic displays that would be relocated to a non-master festival license location would require Conditional Use Permit.

Administrator Putt stated that he and Commissioner Erickson attended the City Council meeting on August 29 and presented an update on the direction given by the Planning Commission. The City Council advised the Planning Commission to move forward with the public hearing and forward a recommendation to the City Council.

Commissioner O'Hara asked if anything in the amendments would legitimize the current application of neon signs in town. Administrator Putt replied that the neon signs would not be considered in these amendments.

Commissioner Zimney asked if the 65-foot height would be allowed in all zones without a conditional use permit. Chair Larson replied that the height would only be allowed if it is an existing Olympic Legacy display in its original location. Administrator Putt stated that there is a provision in each zone for the wayfinding towers to be exempted from the underlying zone height. If the towers were moved to a new location, they would have to go through the CUP process.

Chair Larson opened the public hearing. There was no comment. Chair Larson closed the public hearing.

Commissioner Erickson suggested that, if there are only two wayfinding towers, and one is remaining at Park City Mountain Resort, the provision of the tower in the HCB zone be eliminated. As written, the language would allow for a tower to be brought up from Provo. Chair Larson felt that was addressed in footnote 8. After further discussion, Commissioner Erickson suggested strengthening the definition to state that an Olympic Legacy Display is something provided to Park City by the Salt Lake Organizing Committee. The Commissioners concurred.

MOTION: Commissioner Volkman moved to forward a POSITIVE recommendation to the City Council to approve the revised amendments to the Land Management Code as it pertains to the sign code as outlined in the staff report with a revision to the definition for the Olympic Legacy Display that reads, ". . . an official exhibit from the Salt Lake City 2002 Winter Olympic Games created and/or provided to Park City by the Salt Lake Organizing Committee." Commissioner Powers seconded the motion.
VOTE: The motion passed by a vote of 5 to 1, with Commissioners Barth, Erickson, O'Hara, Powers, and Volkman voting in favor of the motion and Commissioner Zimney voting against the motion.

EXHIBIT D
City Council Work Session Notes
September 12, 2002

LMC amendments. Pat Putt explained that these amendments relate to accommodating Olympic legacy structures and/or displays. Council has expressed an interest in maintaining Olympic flag poles, banners, banner standards and way-finding towers which were allowed under the master festival license. The amendments forwarded by the Planning Commission address existing Olympic displays in their present location provided for in the MFL, by identifying them as allowed uses in certain zones. Relocating displays from their existing locations require a conditional use process. There was considerable public input before the Commission. The resorts, lodging and restaurant associations, and Chamber/Bureau expressed support these amendments. Two Board of Adjustment members expressed concern about relocating towers in the entry corridor or in recreation open space without the opportunity for public input. The Planning Commission forwarded a positive recommendation with a change in the definition section which narrowly defines official SLOC way-finding towers, flag poles, banner poles, and banners located in Park City. This would preclude towers from Ogden or Salt Lake to be permitted, for example. Fred Jones pointed out that if the definition remains as drafted, without the Planning Commission recommendation, a conditional use permit process would still have to occur, including a public process. The City Attorney interjected his concerns of this level of degree of separation as the origin of components of a tower may become questionable, and he recommended maintaining flexibility subject to the appropriate public process. Pat Putt reiterated the distinctions with the draft in the meeting packet and the Planning Commission recommendation and added that in the case of the relocation of a tower, the conditional use process would notify adjacent property owners, create an opportunity for comment, and provide the Planning Commission with the necessary tools to evaluate compatibility. The Council reserves the right to call-up a decision of the Planning Commission, and Toby Ross noted that because these projects involve the use of the City's right-of-way or property, the Council maintains ultimate discretion.

Fred Jones stated that he feels there is adequate protection with the CUP process and is reluctant to preclude an opportunity in the future. Peg Bodell agreed but felt that the Olympic Legacy group should review the ordinance before Council adopts it; the 65 foot tower proposed at the Olympic Welcome Plaza is controversial. There was discussion on the need to amend the ordinance to legally accommodate the 65 foot towers in Deer Valley and PCMR. Ms. Bodell brought up the possibility of Olympic exhibits other than towers or banners, and Mr. Putt explained that there is a provision in the LMC for the display of public art.

City Council Minutes
September 12, 2002

VII PUBLIC HEARING - Olympic Legacy Projects

Ordinance amending Title 15 of the Municipal Code of Park City, Utah, Land Management Code, Chapter 15 Definitions; Chapter 2.6 Historic Commercial Business (HCB) District; Chapter 2.13 Residential Development (RD) District; Chapter 2.14 Residential Development-Medium Density (RDM) District; Chapter 2.16 Recreation Commercial (RC) District; and Chapter 2.17 Regional Commercial Overlay (RCO) District - See work session comments and staff report. Patrick Putt explained that these amendments relate to Olympic legacy displays installed within the City limits as part of the Master Festival License for the Games. They would allow the way-finding towers, the flag poles, and banner standards to remain in their existing locations at Park City Mountain Resort and Deer Valley Resort and some or all to be relocated on City's rights-of-way and/or property under a conditional use permit process. The Planning Commission forwarded a positive recommendation with a further amendment to Section 15-15-1 in Definitions, with the effect of prohibiting importing displays from other jurisdictions. He relayed that during work session, the direction of Council was not to include that language and he went on to suggest additional clarifying language to support Council's intent. An ordinance is prepared in the event Council decides to take action. The Mayor invited Council input.

Ms. Erickson asked for clarification about the parameters of the GC zone and Mr. Putt indicated that it exists at approximately the sidewalk area. She pointed out that the GC zone is not included as an allowed zone in the drafted ordinance. City Attorney Mark Harrington recommended that this action be readvertised to address the omission as zoning is considered a substantive matter. However, Council can take action on this ordinance and staff can return with a separate ordinance addressing the GC zone as a part of other pending LMC amendments.

Hearing no further comments or questions from the Council or the audience, Mayor Williams closed the public hearing.

VIII NEW BUSINESS

1. Ordinance amending Title 15 of the Municipal Code of Park City, Utah, Land Management Code, Chapter 15 Definitions; Chapter 2.6 Historic Commercial Business (HCB) District; Chapter 2.13 Residential Development (RD) District; Chapter 2.14 Residential Development-Medium Density (RDM) District; Chapter 2.16 Recreation Commercial (RC) District; and Chapter 2.17 Regional Commercial Overlay (RCO) District - Peg Bodell, "I move to approve the Ordinance with the exception of the deleting February 7, 2002 date as part of the amendment (Definition section)". Fred Jones seconded with the understanding that Council will address the GC zone at a later date. Motion carried.

Peg Bodell	Aye
Kay Calvert	Aye
Candace Erickson	Aye
Jim Hier	Absent
Fred Jones	Aye

City Council

Author: **Ken Fisher, Recreation Manager**
Michelle Stucker, Recreation Analyst
Subject: **Skate Park Expansion**
Date: **January 4, 2005**
Type of Item: **Request for Award of Contract**

Summary Recommendation:
Staff is requesting authorization to enter into a service provider contract with Site Design Group, in a form approved by the City Attorneys Office, for the design and development of construction documents, bidding assistance and construction observation for the expansion of the skate park in the amount of $35,050.

Description:

Topic: Design Contract Services – Skate Park Expansion

Background:
Following City Council's support of expanding the current skate park, staff created and published an RFP inviting design teams to submit design proposals on the project.

The RFP only had one submittal by the published deadline of July 30th. A selection committee made up of Michelle Stucker (Recreation Dept.), Ken Fisher (Recreation Dept), Jessica Moran (Recreation Dept.), Troy Daley (Parks Dept), Kevin LoPiccolo (Planning Dept), Matt Twombly (Cap Projects and ED) and Liza Simpson (RAB) met to review the proposal.

The selection committee felt comfortable with the fact that there was only one response to the RFP and selected the joint partnership team of Naylor, Wentworth & Lund with sub consultant Site Design Group (SDG).

Naylor, Wentworth & Lund withdrew their proposal because they were unwilling to sign the City's Service Provider Contract. Site Design Group has since submitted a proposal as the primary consultant. The selection committee is comfortable with Site Design as they designed the existing park and have vast experience in skate park design.

The award of the service provider contract was delayed until Site Design's civil engineer received their engineering license transfer to Utah.

Analysis:
Site Design Group (SDG) design team was chosen because of the following assessment

made by the selection committee:

- Site Design Group was the designer of the existing skate park. By having them design the expansion it will ensure continuity in design.
- Site Design Group facilitated the public input meeting held in March 2004.
- Site Design Group is considered one of the premier skate park design firms in the world with projects completed in the United States, Europe & Asia. In Utah they have designed the following skate parks: Logan, Park City, Bountiful, Clearfield, Layton, Fairmont, Oakley and Blanding.
- For the Park City skate park expansion, SDG will provide the skate park design and be the Architect-of-Record responsible for the overall project coordination including the design of the remaining portions of the project (shade & drop off zone).

The recommended contract with Site Design Group would be for programming, conceptual & schematic design, design development, construction documents, bidding assistance, and construction observation.

Attached is the proposed contract and Exhibit "A" detailing the Scope of Services involved with the skate park expansion.

We envision a very busy winter utilizing public input sessions to achieve concepts and schematic design options. Staff will return to Council for the award of the construction contract after design, engineering and permitting are complete.

Funding for the skate park expansion project will come from the City Park CIP Fund.

Department Review: Site Design Group was picked by a selection committee comprised of representatives of the Economic Development & Capital Projects Department, Legal Department, Recreation & Library Department, Parks Department, Planning Department, and Recreation Advisory Board

This report was reviewed by Planning, Public Works, City Engineer, Recreation & Library, Economic Development & Capital Projects, City Manager's Office and Legal Department.

Alternatives:

A. Approve the Request: (Staff recommendation)
B. Deny the Request:
C. Continue the Item:
D. Do Nothing:

Significant Impacts / Consequences of not taking the recommended action:
A delayed contract approval would impact completing the project by the Summer 2005.

Recommendation:
Staff is requesting authorization to enter into a service provider contract with Site Design

Group, in a form approved by the City Attorneys Office, for the design and development of construction documents for the expansion of the skate park in the amount of $35,050.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 14 day of January, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and SITE Design Group, Inc., an Arizona Corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **$35,050.00** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate upon final inspection by City or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as
"Exhibit B", or if none is attached, as subsequently agreed to by both parties in writing.

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

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

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

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

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

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

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider=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 Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider=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 Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. <u>INSURANCE</u>.

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

A. General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage.

B. Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

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

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

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

9. <u>TREATMENT OF ASSETS</u>.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

12. ASSIGNMENTS/SUBCONTRACTING.

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

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

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

D. The City hereby consents to Service Provider=s use of the following subcontractor to serve as Service Provider=s [INSERT TYPE OF ENGINEERING LICENSE HELD & PERFORMED BY KPFF] for this Project:

KPFF Consulting Engineers
2800 North Central Ave, Ste. 1010
Phoenix, AZ 85004
James A. Lane, Associate
5784378 Utah Civil Engineering License

Service Provider shall notify the City within three (3) business days if Service Providers subcontractual relationship with KPFF is terminated or otherwise materially altered. In the event that Service Provider=s subcontractual relationship with SDG is terminated or otherwise materially altered to the dissatisfaction of the City, City shall have the right to terminate this Agreement as provided in Paragraph 18.

13. <u>CHANGES</u>.

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

14. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

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

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

18. TERMINATION.

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

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

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

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

22. SEVERABILITY.

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

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

23. ENTIRE AGREEMENT.

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

PROPOSED SCOPE OF WORK

Thank you for this opportunity to provide professional design services for your project. SITE Design Group, Inc. and KPFF are prepared to perform all the necessary work to complete this project with a high level of design and coordination diligence. Our project team's approach will be centered on providing the highest level of service while exceeding all of the project goals and expectations. This Proposal shall be considered the outlined scope of work for this project, which consists of an approximate 8,000 square foot addition to the existing Park City Skate Park. In addition to the skatepark addition, design will include a shade structure and development of a drop-off/pick-up area.

The proposed design process to be performed by SITE Design Group, Inc. (SITE) for the above referenced project includes the following:

TASK 1.0 PROGRAMMING, CONCEPTUAL & SCHEMATIC DESIGN PHASE

Objectives:

- Define scope of work, schedule, and overall items of coordination.
- Review any applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Establish the project working relationship with all members of the project design team

1.1 Issue Skate Park Data Sheet to Client (SITE/CLIENT)

- SITE will issue a data sheet/questionnaire for the Client to complete prior to the first project meeting. This data sheet will assist SITE in the programming and design of the skate park.

1.2 Data Collection (SITE/CLIENT)

  - Data will be collected as it relates to the existing site and proposed development to ensure an understanding of the site and park program. Existing information pertinent to the project scope of work will be gathered and distributed to all design team members during this phase of the work.

1.3 <u>Project Meeting #1</u> (SITE/CLIENT) <u>PHONE CONFERENCE</u>

- Meet with Client staff and team consultants to verify work program, schedules and channels of communication.
- Review project scope, schedule and budget with design team.
- Project overview and distribution of design team responsibilities.
- Client shall also inform SITE of any special requirements for this particular project (city approved development plans, previously approved conceptual plans, special guidelines, area plans, etc.). Client shall provide any applicable municipality and surrounding area guidelines, specifications, and detailing as it relates to any designed element within the project.

1.4 Skate Park Conceptual Layout Plan (SITE)

- Based upon specific design criteria gathered from the Client, SITE will prepare a schematic layout plan that will depict site facilities and relationships. Specific concepts to be reviewed under this contract shall be limited to the following items:
  - Develop two (2) schematic skate park designs identifying horizontal layout of the park addition based on the conceptual bubble diagram layout and client approval.
  - Pedestrian access and circulation system.
  - Review ADA access

- Location of shade ramada

1.5 <u>Project Meeting #2</u> (SITE/CLIENT) <u>TRIP #1</u>

- Client reserve the room(s) for each of the below listed meetings.
  - <u>Client Staff Meeting</u> – This meeting will include the Client Staff and include a site visit.
  - <u>Public/Skater Meeting #1</u> – The public meeting, typically starting between 5:00 – 7:00 pm, will be held to present conceptual plans.

1.6 Project Specific Skate Park Website (SITE)

- Create website specific to this project available by first accessing www.sitedesigngroup.com. The site will be accessible 24/7 by anyone with the correct login and password, providing they have access to the Internet.
- Items displayed on the website will include concept photos/drawings.
- The website address, along with a login and password will be distributed to all participants in the public meeting #1.

1.7 Skate Park Schematic Design/Master Plan (SITE)

- Develop skate park master plan incorporating feedback from Public Meeting #1 showing the following relationships:
  - Relationship between new skate park addition and existing/proposed skate park area
  - Vehicular accesses parking and circulation diagrams.
  - Pedestrian access and circulation.
  - Landforms and grading concept (skate park only)
  - Shading Structures

1.8 <u>Project Meeting #3</u> - Project Review (PROJECT DESIGN TEAM) <u>PHONE</u>

- Coordinate with Client staff and team consultants to review the updated site concept and amenity sketches.
- SITE shall make minor revisions to the updated design concept and prepare a new colored exhibit of the preferred site design.
- Concepts will be posted on the site, available for viewing, comments and voting on preferred concept.

1.9 Develop Preferred Skate Park Master Plan (SITE)

- Develop (1) preferred park layout and/or other amenity designs based on conceptual layouts, design team input, client input, and focus group comments.
- The Plan will show relationships between new skatepark addition and existing skatepark/ recreation areas, pedestrian access and circulation.

1.10 Preliminary Cost Estimate (SITE)

- Determine preliminary cost for skate park addition and adjacent amenities

1.11 <u>Presentation to Planning Commission</u> (SITE) <u>TRIP #2</u>

- Present Final Design to Planning Commission

1.12 <u>Presentation to City Council</u> SITE) <u>TRIP #3</u>

- Present Final Design to City Council

TASK 2.0-DESIGN DEVELOPMENT PHASE (60% Client Review Submittal)

Objectives:

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To refine an estimate of probable construction cost and budget.
- Upon review by the Client/ City of the Schematic Design Plans, SITE shall prepare the Design Development Drawings setting forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the Design Development documents will be incorporated into the work prior to the start of Construction Documents.

2.1 <u>Project Meeting #4</u> – DD Coordination (SITE/CLIENT) <u>PHONE CONFERENCE</u>

- Site will make available to the Client a copy of the preferred plan prior to project meeting #4.
- Evaluate Preferred Skate Park Plan for security, access and code compliance.
- Review Plan for innovation, value engineering, and review design schedule

2.2 Materials Research (SITE)

- Identify proposed materials and furnishings to be used within the project.
- Identify all products by manufacturer and approximate cost.

2.3 Prepare Base Information (SITE)

- Prepare base information for inclusion in all future design documents. Client and/or Client's Consultants shall supply SITE with all base information in AutoCAD R14 or 2000 dwg format.
- Client and/or Client's Consultants shall be responsible to update SITE with updated digital format documents should the base information change during the design process.
- SITE will coordinate drawings within our scope of work with Project Design Team members as updates become available. This coordination will be done for consistency or project design purposes only – SITE shall not be responsible for the work done by others or to ensure inclusion of updated base information into others drawings.

2.4 Site Plan (SITE)

- Survey Base supplied by Client.

2.5 Axon Plan (SITE)

- SITE will prepare a 3-D view of the skatepark

2.6 Skate Park Material Reference Plan (SITE)

- Identify all major amenities in the park Master Plan by keynote description.
- Reference all major details, enlargements and sections.

2.7 Preliminary Layout Plan (SITE)

- Final Location of Skate Park addition using horizontal coordinates and curve data.
- Enlarged layout plan for the Skate Park using horizontal coordinates and curve data.

2.8 Preliminary Grading and Drainage (SITE/KPFF)

- Proposed spot grades at necessary points to convey intended elevations and direction of flow by SITE.
- Location and sizing of drainage structures, sizing and location of retention basins, invert and finish grades of drains by SITE's sub-consultant, KPFF.

2.9 Sections/Profiles Plan (SITE)

- Vertical sections conveying the overall skate park design intent.
- Profiles of major amenities and their impact

2.10 Construction Details (SITE/PROJECT DESIGN TEAM)

- Provide sufficient construction detailing for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.

2.11 Specifications (SITE/PROJECT DESIGN TEAM)

- Provide 60% Specifications for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.

2.12 Preliminary Statement of Probable Construction Costs – 60% (SITE)

- Prepare cost estimate for the skatepark and adjacent amenities within the project's limit of work.
- Develop spreadsheet of all landscape improvement quantities and unit rates for probable construction cost.
- If necessary, SITE will identify acceptable alternatives to align the probable construction cost with the available construction budget.

2.13 60% Client Review Submittal (CLIENT/SITE)

- Submit 60% plan set, specifications, and construction estimate for review by Client.
- It shall be the responsibility of the Client to review all material and respond to SITE with any comments or questions in a timely manner.

2.14 <u>Project Meeting #5</u> – DD Review (SITE/CLIENT) <u>PHONE CONFERENCE</u>

- Client Review of 60 % submittal

3.0 FINAL CONSTRUCTION DOCUMENTS (90%-100%)

Objectives:

- Upon review by the Client of the Design Development documents, SITE shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.
- The Construction Documents shall include all items necessary to build the entire park.
- Construction Documents shall include, but not be limited to: Grading & Drainage, Off-site Utilities, Skate Park, and other plans as necessary to facilitate the construction of the proposed project.
- SITE/KPFF will submit 90% plans to the appropriate agencies for review, revisions, and approval.
- Make required revisions as requested by the Client to present to the Client 100% final, professional sealed plans for bidding.

3.1 Project Meeting #6 – DD Overview (SITE/CLIENT) PHONE CONFERENCE

- Review approved Design Development Drawings and Master Schedule.

3.2 Biddable Construction Documents (SITE/PROJECT DESIGN TEAM)

- SITE will prepare plans to facilitate construction of this skate park project. These Final Construction Documents at a minimum shall include:
  - Site Plan
  - Axon Plan
  - Materials Plan
  - Layout Plan
  - Grading and Drainage Plan
  - Sections/Profiles Plan
  - Construction Details

3.3 Statement of Probable Construction Cost – 90% (SITE/PROJECT DESIGN TEAM)

- Develop spreadsheet of all landscape improvement quantities and unit rates for probable construction cost.
- If necessary, SITE will identify acceptable alternatives to align the probable construction cost with the available construction budget. The cost estimate will be submitted with the 90% plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
- A final cost estimate that falls within budget will be submitted with the 100% Final Construction Documents.

3.4 Specifications (SITE/PROJECT DESIGN TEAM)

- Refine and revise as necessary technical specifications in CSI (Construction Specification Institute) format for all skate park construction.

➢ **Submittals will be printed on One (1) set of Bond**

POST DESIGN SERVICES

TASK 4.0 - BIDDING

Objectives:

- Help the Client during the bidding phase to provide project clarification to potential bidders.
- Issue any changes or value engineering during the project bidding phase
- Assist the Client with bid evaluation and recommendation of award contract

4.1 Pre-Bid Conference-Project Meeting #7 (SITE/SUBS) PHONE CONFERENCE

- SITE will participate in the pre-bid conference via telephone to address technical questions posed by prospective contractors.

4.2 Bidding Questions/Clarifications/Interpretations (SITE)

- During the bidding phase SITE shall provide all potential bidders with clarifications to any project related questions on the plans and specifications.
- SITE will document the results for each requested clarification and submit all answers to the Client's elected Project Manager for distribution to all bidders.

4.3 Substitutions Review (SITE)

- SITE will review substitutions (approved equals) if requested, forward the request to the Client's Project Manager/Contract Coordinator with recommendations. It shall be the responsibility of the Client to make the final decision in regard to all substitutions.

TASK 5.0 - CONSTRUCTION OBSERVATION

Objectives:

- Aid the Client in determining in general if the Work is proceeding in accordance with the Contract Documents.
- SITE shall provide observation of the implementation of work designed by SITE within the construction documents, and shall advise and consult with the Client/City. Issues relating to SITE's work will be conveyed and communication to the Client/City representative for evaluation and direction to the contractor.
- SITE will visit the site during specific critical points in the construction of the skate park. SITE shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work outside the scope of work.
- SITE's role shall be to ensure that the contractor is performing the work in accordance with the contract documents. SITE shall not be responsible for construction means, methods, techniques, sequences for procedures, or for safety precautions in connection with work, or for the contractor's failure to carry out the work per local codes, ordinances, and guidelines.

5.1 Pre-Construction Conference (SITE)

- SITE shall not be responsible for the acts or omissions of the contractor or any sub-contractors, or any of the contractors or sub-contractor's agents or employees, or any other persons performing any of the work. To insure that the intent of working drawings is carried out, at least five working days notice is required for approval of deviations of field changes related to the drawings and specifications prepared by SITE. Changes shall be approved in writing by SITE before the contractor is authorized to make those changes.

5.2 Progress Review/Inspections (SITE)

- Progress reports shall be provided following each site visit to the Client/City indicating the progress of the project, quality of construction methods, specific problem areas and state of completion. These reports are for the sole purpose of assisting the Client/City in its management of the construction process.
- SITE shall review and approve shop drawings, samples and other submissions of the contractor only for conformance with the design concept of the project and for compliance with construction documents by SITE.
- The Client/City shall have the final decision and approval on all matters related to design and construction. SITE shall make recommendations in matters relating to artistic/technical effect which will be final if consistent with the intent of the contract documents. SITE will make recommendations to the Client/City to reject work that does not conform to the contract documents and require special inspection or testing when deemed necessary.
- A SITE representative shall have access to the work at all times and shall make periodic visits to the site to become familiar with the progress and quality of the work to determine if the work is proceeding in accordance with the contract documents. The primary basis of on-site observations will be to guard the Client/City against defects and deficiencies in the work of the contractor.

5.3 Substantial Completion Review (SITE)

- In addition, SITE shall not be responsible for the contractor's applications for payment. This will be the responsibility of the designated Project Manager on all items designed and detailed by SITE. However, SITE will advise and inform on the completeness of each phase of work within their scope.

5.4 Project Closeout (SITE)

SITE VISITS - CONSTRUCTION OBSERVATION	**ITEM**
Submittals/ Shop Drawings Review	delivery service/phone - SITE
Pre-Construction Meeting	#1
Rebar layout review	#2
Forms and Coping Review	#2
Shotcrete Review	#3
Flatwork Review-Top of Deck	#4
Flatwork Review-Bottom of Park	#4
Project Close-out	#4

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, Version 2000.
- All spreadsheet documents will be generated using Microsoft Excel, Version 2000.
- All project scheduling will be generated using Microsoft Project 2000.
- The client will provide all existing digital files to SITE that accurately portrays the boundaries of the selected site, existing grading, utilities, and drainage and site amenities. (AutoCAD R14 format or 2000)
- All drawings will be reviewed and stamped by necessary discipline retained by Consultant. SITE has not retained a Structural Engineer, Electrical Engineer, Architect, Surveyor, Geo-Technical Engineer, or any specialty consultants that may be required for the project.
- Division 1 specifications, Bidding and Agreement Forms and Bonds, Conditions of the Contract, and any other non-technical specifications shall be the responsibility of the Client.
- The Client shall be provided with adobe PDF files of technical specifications for all items covered under SITE's scope of work.
- Additional meetings, if required and approved, will be billed at our normal hourly rates.
- Additional plan sets, if required and approved, will be billed at our normal in-house, or out-of-house duplication rates.

Data collected and methods shall at a minimum be as follows:

- Plan Processing Requirements
- Budgeting – The Client shall inform SITE of the proposed construction budget of this project.
- Project Data Form – SITE shall provide the Client with a small project information form prior to the 1st Team Meeting. As the form will be used to guide the entire design and detailing of the project it is imperative that the Client complete the form as much as possible, as early as possible.
- Site Visit – There will be one site visit with the Client's Project Manager and/or representative with interested members of the design team to gather an on-site inventory and understanding of the scope of work. The team shall record the entire site through photographs and field notes displaying existing field conditions.
- Gather existing reports/studies/record drawings – SITE shall be provided with all available information for water, sewer, electrical, and irrigation prior to the site visit. The Client shall provide SITE and any design team consultants any available "as-built" plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current site survey.
- Coordination of Utilities –SITE shall be provided with addresses, phone numbers, and contacts for all utility companies servicing the site. This information shall be utilized to verify

existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to SITE for each utility company involved in the project site.

- Survey and Mapping – The Client shall provide SITE with a current field survey locating all above and below ground utilities, appurtances, structures, and easements. If a current survey does not exist it shall be the responsibility of the client to coordinate the on-site mapping and development of a survey. The survey shall be in digital format that can easily be used with AutoCAD software.
- Topographic Mapping – The Client shall provide SITE with a current overall base map displaying the site's relief through contour and spot elevations. The site topo shall be presented with a maximum 1-foot contour interval. All existing hardscape and structure foundations shall be delineated with spot elevations. The topo shall be in digital format that can easily be used with AutoCAD software.
- Geotechnical Report –Client shall provide SITE with a current Geotechnical Report prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of SITE's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations.

PROJECT CONDITIONS

- Client Approvals. A written and/or verbal request by the Client to commence each phase constitutes approval of prior design. Changes, directed and approved by Client requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.
- Off-Site Improvements: Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in this scope or work are not included in this fee proposal.

FEES AND EXPENSES

1. All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as Attachment A and incorporated herein by this reference. Invoices will be mailed periodically from SITE Design Group, Inc.'s office and continuing through the contract period. All expenses, taxes, materials and other charges such as, but not limited to, travel, photography, telephones and printing expenses incurred by SITE Design Group, Inc. on behalf of Client and not specifically delineated in scope of work to be performed hereunder by SITE Design Group, Inc. and KPFF and shall be billed as reimbursable expenses, Attachment B. . SITE Design Group, Inc. shall obtain Client's prior written consent before incurring any reimbursable expenses no included within the scope of work to be performed pursuant to this Agreement. Client shall not be obligated to reimburse SITE Design Group, Inc. for any reimbursable expenses for which Client did not grant its prior written consent. The parties understand and agree that SITE Design Group, Inc. acts as a prime consultant and not as a general contractor, general partner, joint venturer, limited partner, or project manager.

CONTRACT PROVISIONS

1. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, SITE Design Group, Inc. should be listed as the Skate Park Architect. In addition, this contract represents non-exclusive approval by the Client for publication of the project by SITE Design Group, Inc.

2. The drawings and specifications shall not be used by the Client on another project, or for completion of this project by others, provided SITE Design Group, Inc. is not in default under this agreement, except by agreement in writing with appropriate compensation

Should you have any questions regarding our proposed scope of work or if you would like us to make any revisions to the services outlined, please call. You may rest assured that if we are selected to be your Skate Park Architect, our entire staff will be committed to meeting you project schedules and to the overall success of your project. We look forward to helping you attain the maximum beauty and utility of your property.

Attachment A

FEE SCHEDULE

1.0 Project Fees

Fees for the Services detailed in the proposed scope of work are outlined below. These are Lump Sum Not-to-Exceed Amounts. Our hourly breakdown of fees and reimbursable expense items, is included as part of this scope of work, ***Attachment B*****.**

TASK - DESIGN SERVICES		**FEE AMOUNT**
1.0	Programming, Conceptual & Schematic Design	$6,155.00
2.0	Design Development (60%)	$8,910.00
3.0	Construction Documents (90% - 100%)	$8,910.00
		$23,975.00

TASK – POST DESIGN SERVICES		**FEE AMOUNT**
4.0	Bidding Assistance	$ 510.00
5.0	Construction Observation	$3,400.00
		$3,910.00

Sub-Consultants	**FEE AMOUNT**
KPFF-Civil Engineering	**$4,025.00**

NOT TO EXCEED DESIGN FEES	**$31,910.00**
Estimated Reimbursable Expenses	**$3,140.00**
TOTAL AMOUNT	**$35,050.00**

ATTACHMENT B

SITE design group, inc.

2004 SKATE PARK BILLING RATES

HOURLY RATES

Principal	$135 / hour
Project Planner	$100 / hour
Project Landscape Architect	$95 / hour
Project Manager	$85 / hour
Production Manager	$75 / hour
Construction Manager	$95 / hour
Graphics/Web Designer	$65 / hour
Designer	$75 / hour
Cad Operator	$55 / hour
Administration Assistance	$45 / hour

OUTSIDE CONSULTANTS

All outside consultants required in the course of the work that are coordinated through Site Design Group, Inc. will be charged at the consultants direct cost plus 15%.

SALES TAX

Fees associated with this project do not include sales tax in those states where sales tax applies to professional services or gross receipts. The amount of applicable sales tax, if any, is additive to gross charges.

REIMBURSABLE EXPENSES

Reimbursable Expenses include, but are not limited to, the following:

- Flights (based on coach fare rates-Client arranged preferred)
- Car Rental (based on Economy car rate, or best comparable) *
- Accommodations (not to exceed $90/night-Client arranged preferred) *
- Mileage (paid at $.345/mi)
- Meals ($40.00/per diem, per person)
- Parking Fees (airport, garage, &/or metered)
- Toll Road Fees
- Printing/Duplicating/Plotting/Blueprinting**
- Phone/Fax
- Messenger
- Postage/Federal Express
- Graphics
- Photographs
- Models

REIMBURSABLE EXPENSES WILL BE BILLED AT COST PLUS 10% ADMINISTRATIVE FEE

*Site Design Group, Inc prefers that our Clients arrange and pay for all flights and hotel costs associated with travel, thus alleviating our clients of the 10% administrative fee and coordination time spent by SITE for those reimbursables and to alleviate these fees being accrued by Site Design Group, Inc.

IN-HOUSE PRINTING/DUPLICATING/PLOTTING **

B/W Plotting

- 24” x 36” bond	$3.50 ea
- 24” x 36” vellum	$4.50 ea
- 24” x 36” mylar	$7.00 ea
- 30” x 42” bond	$4.00 ea
- 30” x 42” vellum	$6.00 ea

Xerographic Services

- 8½ x 11 Single Sided B/W	$0.08 ea
- 8½ x 11 Single Sided Color	$0.85 ea
- 11 x 17 Single Sided B/W	$0.10 ea
- 11 x 17 Single Sided Color	$1.25 ea

- 30” x 42” mylar	$10.50 ea

Color Plotting

- color plots on Bond	$7.00 / sf
- color plots on coated paper	$10.00 / sf
- color plots on photo paper	$12.00 / sf

Virtual Fileroom Pricing

- CD-Rom Burning	$10.00 ea
- Zip Disk Creation	$22.00 ea
- Bindery Services	$45.00 / hour

** most printing and duplicating will be done out of house, but all plotting will be done in house. All out of house printing and duplicating expenses done in the interest of a project will be billed to the client as outlined in the project agreement.

DATE: January 13, 2005
DEPARTMENT: City Manager
AUTHOR: Janet M. Scott, City Recorder
TITLE: Mayor Pro-Tem Appointments; and Meeting Dates
TYPE OF ITEM: Administrative/Legislative

SUMMARY RECOMMENDATIONS: Appointing a Mayor Pro Tem and Alternate Mayor Pro Tem and adopting resolutions setting forth meeting dates for the City Council and its related agencies are recommended actions.

DESCRIPTION:

Topic: Appointments and setting meeting dates are both housekeeping matters which occur at the first meeting of the year. Setting meeting dates is also a requirement of the state code.

Background: Over the years, there has been an effort to provide all City Council members the opportunity to serve as Mayor Pro Tem, if possible, and historically the Alternate Mayor Pro Tem moves into the Mayor Pro Tem position the next year. City Council members with the most years of service (and in ties, then the highest number of votes) have been appointed as Mayor Pro Tem and Alternate Mayor Pro Tem for one year terms. Last year, Jim Hier served as Mayor Pro Tem and Kay Calvert, Alternate Mayor Pro Tem. Candace Erickson served as Mayor Pro Tem in 2003.

If Council agrees with the process, Kay Calvert is recommended to move into the Mayor Pro Tem position, and Joe Kernan, Alternate Mayor Pro Tem. It should be emphasized that the manner of appointments is at the sole discretion of the Mayor and City Council and can be changed at any time.

ALTERNATIVES:

A. Approve: Act on these housekeeping matters.

B. Deny: Not an option. The Council has the discretion to change the manner of determining appointments and/or to change the meeting time, place, or date. However, it is required to adopt meeting dates by resolution and recommended to do so at the first meeting of the year.

C. Continue the Item: A lengthy continuance is not an option.

RECOMMENDATION: See summary recommendation.

Resolution No. 1-05

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR MEETINGS OF THE CITY COUNCIL OF PARK CITY, UTAH FOR 2005

BE IT RESOLVED by the City Council of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Park City Council shall be held on Thursdays at 6 p.m. at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah. Regular meetings are open meetings, where agenda items are scheduled for public hearing and/or action. The time may change if it is felt appropriate to schedule issues of general interest at a time that may better accommodate the public. Meetings may be canceled when there is no pending business, no quorum, or the regular meeting date falls on a holiday.

The schedule for City Council meetings in 2005 are as follows:

January 13, 20, 27	July 7, 14, 21, 28
February 3, 10, 17, 24	August 4, 11, 18, 25
March 3, 10, 17, 24, 31	September 1, 8, 15, 22, 29
April 7, 14, 21, 28	October 6, 13, 20, 27
May 5, 12, 19, 26	November 3, 10, 17
June 2, 9, 16, 23, 30	December 1, 8, 15, 22, 29

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, indicating the specific date, time, and location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 13th day of January, 2005.

Resolution No. RDA 1-05

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2005 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Redevelopment Agency shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, indicating the specific location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Agency's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. SPECIFIC MEETING DATES. The schedule for Redevelopment Agency meetings in 2005 are as follows:

January 13, 20, 27	July 7, 14, 21, 28
February 3, 10, 17, 24	August 4, 11, 18, 25
March 3, 10, 17, 24, 31	September 1, 8, 15, 22, 29

April 7, 14, 21, 28	October 6, 13, 20, 27
May 5, 12, 19, 26	November 3, 10, 17
June 2, 9, 16, 23, 30	December 1, 8, 15, 22, 29

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 13th day of January, 2005.

Resolution No. MBA 1-05

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2005 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Municipal Building Authority shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given indicating the specific location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Authority's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. SPECIFIC MEETING DATES. The schedule for Municipal Building Authority meetings in 2005 are as follows:

January 13, 20, 27	July 7, 14, 21, 28
February 3, 10, 17, 24	August 4, 11, 18, 25
March 3, 10, 17, 24, 31	September 1, 8, 15, 22, 29

April 7, 14, 21, 28	October 6, 13, 20, 27
May 5, 12, 19, 26	November 3, 10, 17
June 2, 9, 16, 23, 30	December 1, 8, 15, 22, 29

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 13th of January, 2005.

Resolution No. WSD 1-05

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2005 MEETINGS AND APPOINTING OFFICERS OF THE ADMINISTRATIVE CONTROL BOARD OF THE PARK CITY WATER SERVICE DISTRICT

BE IT RESOLVED by the Water Service District of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Water Service District shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, indicating the specific location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Water Service District's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. SPECIFIC MEETING DATES. The schedule for the Water Service District meetings in 2005 are as follows:

January 13, 20, 27	July 7, 14, 21, 28
February 3, 10, 17, 24	August 4, 11, 18, 25
March 3, 10, 17, 24, 31	September 1, 8, 15, 22, 29

April 7, 14, 21, 28	October 6, 13, 20, 27
May 5, 12, 19, 26	November 3, 10, 17
June 2, 9, 16, 23, 30	December 1, 8, 15, 22, 29

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Administrative Control Board of the Park City Water Service District shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 13th day of January, 2005.

City Council
Staff Report

Author: **Kim Leier**
Human Resources
Subject: **Council Appointments to Employee Transfer & Discharge Appeal Board**

Date: **January 03, 2005**

HUMAN RESOURCES

Type of Item: **Administrative**

Summary Recommendations:

Description:
At the first council meeting of each year Council will appoint two members and an alternate to serve.

Topic:
The Employee Transfer Discharge and Appeal Board (ETDAB) consist of two appointed council members, an alternate to serve in their absence, three elected employees and an alternate from all employees represented. This appointment is in accordance with Utah State Code.

Background:
In November of 1999 council approved the establishment of ETDAB according to Section 2-6-2 within Title 2, Chapter 6 of the Municipal Code in conjunction with Park City Municipal Policies and Procedures and as set forth in Utah Code Annotated 10-3-1106, as amended. This statute prohibits the discharge, suspension without pay, or involuntarily transfer of employees to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of departments. The statute also provides that any employee who is discharged, suspended without pay or transferred from one position to another, for any reason, shall have the right to appeal the discharge or transfer the ETDAB. A formal appeal has not been heard by the ETDAB in more than fifteen years.

Analysis:
The ordinance approving the establishment of the ETDAB was passed by Council in November of 1999. The appointment of council members must be made during the first regular council meeting of each year. The ETDAB consists of two Council members, currently Jim Hier and Kay Calvert with Marianne Cone and Joe Kernan as alternates and three full-time regular City employees. Staff elected to serve for

2005 includes Rod Ludlow, Public Safety, Pace Erickson, Public Works, Tamara Lindsay, Executive with Ron Ivie as alternate. The ETDAB meets only if and when a formal appeal challenging a transfer or discharge is filed by a City employee.

Department Review:
Legal Department
Human Resources

Alternatives:

Approve the Request:
Council is being asked to appoint two members and an alternate based on prior approval of ETDAB.

Deny the Request:
Denying the request should not be an option as prior approval has already been made.

Continue the Item:

Significant Impacts:
There are no significant impacts. This action coincides with the council liaison appointments to other boards and committees regularly occurring in January of each year.

Consequences of not taking the recommended action:
Failure to make the required appointments would leave the City out of compliance with policies and procedures.

Recommendation:
The City Council should appoint two members and an alternate to serve on the Employee Transfer and Discharge Appeal Board for on year to remain in compliance with Park City and Utah State Code.

City Council
Staff Report

Author: Patrick Putt, Planning Director
Subject: 201 HEBER AVENUE
Union Square MPD
Date: January 13, 2005
Type of Item: Administrative
Council Call-Up Review
Zoning: Historic Recreation Commercial

PARK CITY 1884

Planning Department

Summary Recommendations: The Planning Department recommends that Council affirm the November 10, 2004 Planning Commission approval of the Union Square Master Planned Development which includes an MPD height exception for the proposed new structure pursuant to the Land Management Code, Section 15-6-5(F): Master Planned Developments—Building Height.

Topic: Council call-up review of the Planning Commission's November 10, 2004 approval of the Union Square Master Planned Development.

Background

1. Base Zoning, Master Planned Developments, and Historic Preservation: Historic Preservation has been identified as a High Priority City Council goal and is cited within a specific purpose statement in each of the Land Management Code's Old Town zoning districts. On March 4, 2004, Council amended the Land Management Code (LMC) to reinstate Master Planned Developments (MPDs) in the Historic District for properties with unique historic preservation and redevelopment challenges. Currently, Master Planned Developments are only permitted in the Historic District for properties with significant historic buildings and multiple zoning designations. These properties must also be subject to development applications that propose underground/under-building parking structures as a design strategy to minimize the visibility of parking and automobile-related improvements. At least three properties in the immediate Lower Main Street/Lower Park Avenue neighborhood have been identified as meeting the aforementioned conditions—the Utah Coal and Lumber/Union Pacific(Union Square) site, David Belz's 801-817 Park Avenue properties; and the City-owned Watts complex.

Amending the Land Management Code to reinstate MPDs in Old Town was the City's preferred alternative strategy to zone change applications submitted by David Belz for a mixed-use development at 801-817 Park Avenue and Fandango for the 201 Heber Avenue (Union Square) development. Over the past ten years, no overall redevelopment proposal which includes a long-term, comprehensive solution to the preservation of the significant historic structures on these properties *(as well as the Watts property)* has been achieved. The City's reinstatement of limited Master Planned Developments in the Historic District is deliberately intended as a tool for creating incentives to save and rehabilitate important historic buildings; promote sensitive additions and/or building separation between historic buildings and new construction; minimize the visibility of parking; and retain open space, yards, and gathering areas as opposed to approving more-intensive commercial rezonings in Old Town.

The other important aspect to reinstituting MPDs in the Historic District was to create an equitable standard of development for both vacant properties in Old Town and Old Town properties with historic buildings. Vacant properties typically yield greater project densities than ones with historic buildings. The City chose to level that playing field as a deliberate incentive to promote historic preservation for important properties. Without the aforementioned flexibility related to setbacks, height, and maximum building footprint calculations for underground parking structures, development on properties such as those referenced above would potentially include:

1. reduced separation between the historic buildings and new construction;
2. larger additions onto historic buildings;
3. setback line to setback line construction (i.e. no minimum MPD open space which starts at 30%).
4. additional pavement/hard surface resulting from driveways and surface parking lots (i.e. since project cannot go vertically and horizontally away from historic buildings, the development is forced to go down and out utilizing yard areas, open space, and people areas).

2. Union Square Master Planned Development Proposal: Following the City's LMC amendments reinstating Master Planned Developments in the Historic District, the applicant, Cloud Nine Resorts (formerly Fandango), agreed to set aside its rezoning application for the 201 Heber Avenue/Union Square property from HRC to HCB and submitted an MPD application on April 13, 2004. As approved by the Planning Commission on November 10, 2004, the Master Planned Development application is for a 23-unit Multi-Dwelling development. The project includes 23 residential units *(containing one lock-out unit each)*. Unit sizes range from 1,266 square feet to 2,788 square feet. The size of the Union Square building is 71,104 square feet. The overall project plan includes the existing historic Union Pacific Depot *(Zoom Restaurant),* Utah Coal and Lumber *(Easy Street Restaurant)* and tack shop *(formerly known as Loyola Design)* buildings.

A new kitchen addition is planned for the north end of the Zoom Restaurant. Limited additions/connections are proposed to the Easy Street Restaurant and tack building. **The overall square footage for the entire 1.17 acre property *(including existing historic buildings)* is 85, square feet *(not including underground parking areas and/or basement areas).*** See attached site plan Exhibit A and building elevations Exhibit B.

Vehicular access to the property is provided off Heber Avenue. Forty-six parking spaces are located in a below building/underground parking garage. The plan includes a redevelopment of the Easy Street pedestrian walkway between Main Street and the Summit Watch Plaza, a reconfigured plaza/courtyard area between the Easy Street Restaurant and the tack building, and a new courtyard adjacent to the Easy Street Restaurant along Heber Avenue.

The applicants applied for additional building height for the Union Square building pursuant to the Land Management Code, Section 15-6-5(F): Building Height. The Zone Height for the HRC zone is 32 feet above existing grade. A small portion to the rear of the site is zoned HCB. The maximum Zone Height in the HCB District is 45 feet above existing grade. The maximum building height proposed is 62.5 feet. This area is limited to a staircase and elevator penthouse. The 4 primary roof planes range in building height above existing grade in the following approximate manner—12-17 feet, 35-37 feet, 53-55 feet, and 59-62 feet.

The applicants also requested that the MPD-required 25-foot perimeter setback be reduced to the underlying zone setbacks per Land Management Code, Section 15-6-5(C): Master Planned Developments—Setbacks.

Following seven (7) meetings on this application, the Planning Commission approved the Master Planned Development with the requested height and MPD 25-foot perimeter setback exceptions on November 10, 2004. A copy of the action letter outlining the Planning Commission's approval is attached as an exhibit.

3. City Council Call-Up of the November 10, 2004 Planning Commission MPD Approval: On November 18, 2004, Council called-up the Planning Commission approval of the Union Square Master Planned Development pursuant to Land Management Code Section: 15-1-18(I): City Council Call Up. Council stated that it seeks to limit the scope of the call-up to a review of Master Planned Development height exception criteria specifically relating to density, open space, and historic preservation, e.g. Sections 15-6-5(F).1 and 15-6-5(F).4. A copy of the complete Staff report and exhibits from the November 10, 2004 Planning Commission are attached as an exhibit to this report.

Analysis:

The maximum zone height in the HRC zone is **32 feet** from existing grade. The maximum zone height in the HCB zone is **45 feet** from existing grade. Elevator penthouses are automatically allowed an additional 8 foot exception.

The Union Square Hotel building is comprised of a series of flat roofs and is broken up into approximately 4 primary roof planes. **The maximum building height proposed is 62.5 feet** and is the top of a staircase penthouse. The area of the planned staircase penthouse height exception is within the HRC portion of the property. The 4 primary roof planes range in building height above existing grade in the following approximate manner—12-17 feet, 35-37 feet, 53-55 feet, and 59-62 feet. The applicant reduced the overall building height by one floor (approximately 8 feet) from an earlier plan reviewed by the Planning Commission at their August 11, 2004 meeting. The maximum building height proposed at the August 11, 2004 Planning Commission meeting was approximately **70 feet.**

The overall footprint of the hotel building is 14,884 square feet. Level 4 of the building reaches the 53-55 foot level. **Level 4 is 9,944 square feet (14% of the hotel building area) and 67% of the hotel building footprint**. Level 5 extends to the 59-60 foot level. **Level 5 is 7,280 square feet (10% of the hotel building area) and 49% of the hotel building footprint. The elevator and staircase penthouse level is at the 60-62.5 foot level and is 572 square feet (1% of the hotel building area).**

Section 15-6-5(F) of the Land Management Code allows the Planning Commission to grant an increase in height based upon a site-specific analysis and compliance with 6 specific criteria. The applicant bears the burden of proof that the necessary findings can be made. Council has directed a review of two specific height exception criteria, Section 15-6-5(F).1 and 15-6-5(F).4. Staff's analysis and comments of these criteria are provided below in *italics*:

15-6-5(F).1 The increase in building height does not result in increased square footage or building volume over what would be allowed under the zone required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation. *The maximum potential square footage of the entire 1.17 acre property is approximately 162,000 square feet. This density figure is meant to provide a general comparison of the development potential of the property were it vacant and did not include significant historic buildings. The 162,000 square feet is a maximum volumetrics calculation based on compliance with the minimum setback and 32-foot height requirement. The Easy Street pedestrian easement area is not included in this calculation. The Planning Commission reviewed this maximum building envelope analysis at the July 14, 2004 work session and concurred with aforementioned analysis.*

If the footprints of the Union Pacific Depot/Zooms Restaurant, Utah Coal and Lumber/Easy Street Restaurant, and the Tack Shop/Loyola Design buildings are subtracted from the developable area (this assumes said buildings are maintained in their present locations and not lifted or added on to), the maximum potential density once setback, easement, and zone height limits are applied is approximately 141,000 square feet.

The proposed total project area is 85,966 square feet. ***The approved project density is 53% of the maximum potential building area were the property vacant and did not include three historic buildings****.* ***The project is 61% of the maximum***

potential building area including the existing square footage constraints resulting from the three historic buildings, as well as setback, easement, and zone height restrictions.

The Planning Department finds that this criterion has been met. The project and associated height exception request does not result in increased square footage or building volume over what would be allowed under base Land Management Code zoning requirements. The Staff further finds that the density comprises approximately 53-61% of the 1.17 acre site's potential developable square footage.

If the height exception is reduced or denied, the affected building area square footage will most likely not be eliminated, but relocated be elsewhere on the site in areas currently proposed for plaza, court yards, outdoor dining and landscaping. In lieu of a structure pulled up and away from the historic buildings, the new construction could be pushed down and towards the historic buildings and Easy Street walkway. A proposal for larger additions to the existing historic buildings could be anticipated. The site area along Heber Avenue between the Easy Street Restaurant and the Poison Creek Mercantile (currently proposed for driveway access only) could also likely be developed with 2+ levels of structure impacting the views of the Poison Creek residential units. The currently proposed setback for the east (Easy Street/Poison Creek) property line is approximately 25-30 feet. The minimum HRC setback for this portion of the property is 5 feet. Access to the proposed parking structure could be via garage opening similar Poison Creek Mercantile, Gateway, Summit Watch, and the Town Lift.

15-6-5(F).4 The additional building height has resulted in more than the minimum open space required and has resulted in the open space being more usable. *The Land Management Code defines "Open Space, Landscaped" as:*

> *landscaped areas which may include local government facilities, necessary improvements, and playground equipment, but excluding buildings and structures.*

"Open Space, Natural" is defined as:

> *a natural or undisturbed area with little or no improvements. Open space may include, but is not limited to ridge line areas, slopes over 30%, wetlands stream corridors, trail linkages, subdivision or condominium common area, or view corridors.*

"Open Space, Transferred Development Right (TDR) is defined as:

> *"that portion of a Master Planned, PUD, Cluster Plan, or other Development Plan from which density is permanently transferred. This area may be either Natural Open Space or Landscaped Open Space."*

The Land Management Code, Section 15-6-5(D): Master Planned Development--Open Space requires a minimum of 30% of the site area to be open space. The site is 1.17 acres (50,965 square feet) in area. The Easy Street walkway easement across the applicant's property is 4,078 square feet. The built Easy Street walkway area is 3,226 square feet.

The applicant submitted a site diagram/open space exhibit (see attached) that identifies 20,396 square feet (40%) of the site as open space. The bulk of the open space area is comprised of pedestrian plazas, court yard, and walkways. Driveways, small landscape beds, and remnant areas between buildings have not been included in the open space calculation. The open space calculation for the entire site area not covered by buildings, including remnant areas not part of the previous total is 26,107—51% of the site area.

Staff finds that this criterion has been met. Staff further finds that the character of the proposed open space is both consistent with Land Management Code definitions for open space and appropriate for its Main Street/town core setting. The planned open space areas:

- *are free of buildings/above-ground structures;*
- *will be restricted from further buildings through the required MPD Development Agreement (executed and recorded subsequent to the Final Action on the MPD);*
- *includes the Easy Street Pedestrian walkway, a necessary community pedestrian improvement providing pedestrian linkages to Main Street, the Summit Watch Plaza, and the City Park Trail; and,*
- *will be improved with small landscape/garden areas, plazas, courtyards, sitting areas, and outdoor dining spaces.*

One of the HRC purpose statements is to "preserve and enhance landscaping and public spaces adjacent to streets and thoroughfares." The Planning Department's position is that open space in the Main Street/town core neighborhood is best enhanced by pedestrian-oriented, visible path linkages, all-season gathering spaces, and outdoor dining areas with accent landscaping, street furnishing, and code-compliant light. Staff finds that natural, undisturbed open space as typified by larger-scale on-mountain residential development is not the appropriate form of open space for the project area. This issue was reviewed with the Planning Commission at the November 10, 2004 meeting. The Planning Commission concurred with Staff's opinion relating to the desired character of the project open space.

The applicant has also provided the Planning Commission with a comparison of the proposed project open space with other nearby projects including Summit Watch (37%); Poison Creek Mercantile (27%); Gateway (19%); and Silver Queen (5%) See attached November 10, 2004 Planning Commission Report, Exhibit C.

Department Review: This MPD application was reviewed by the inter-department/service providers staff review team. All necessary conditions of approval were incorporated into the Planning Commission's Final Action.

Alternatives:

Affirm Planning Commission Approval: Staff's recommended action. Affirming the Planning Commission's November 10, 2004 approval of the Union Square MPD will result in the applicant:

1. executing and recording a Development Agreement (ratified by the Planning Commission and signed by the City Council);
2. processing a plat amendment for the property prior to the issuance of a building permit; and,
3. construction of the project pursuant to the approved MPD and its conditions of approval.

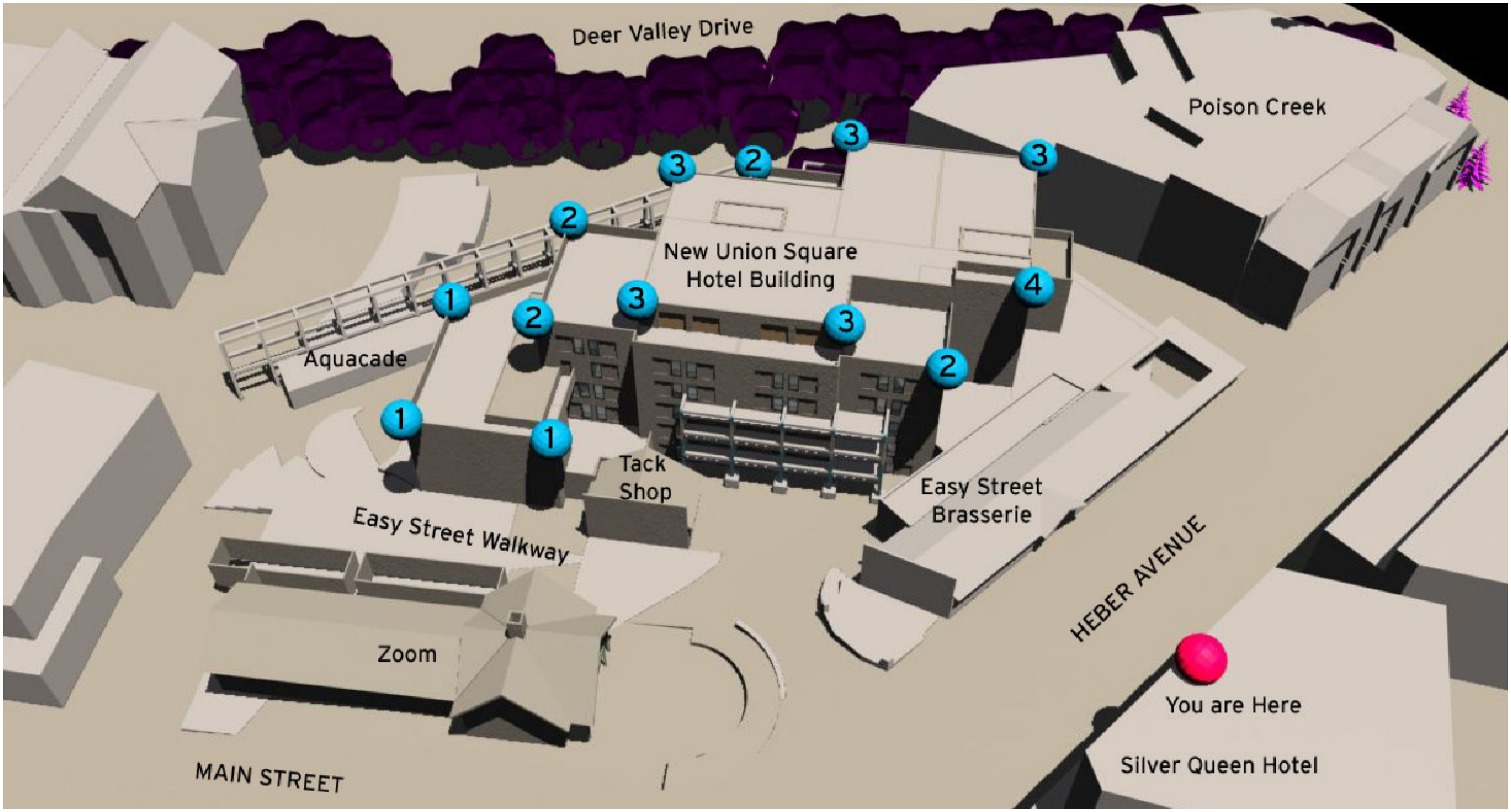
Deny the Request: The Council may reverse the Planning Commission's November 10, 2004 Final Action and move to deny the Union Square MPD. It will be necessary for Council to direct Staff to return at a subsequent meeting in January, 2005, with formal findings of fact and conclusions of law for denial.

Continue the Item: The City Council may continue this matter until January, 2005, in order for the applicant and/or Staff to provide the Council with specific information necessary to take action.

Significant Impacts: Council accepts Staff's recommendation, the historic preservation and rehabilitation of three significant historic buildings will be completed and proposed hotel constructed. The City would experience an infill project on Lower Main Street whose overall height is comparable to Summit Watch, Gateway, Caledonia, and the Galleria. Should the MPD be denied, the project would likely be redesigned and resubmitted as a conditional use permit including a lower building with greater site coverage and larger additions to the historic buildings. Alternatively, the applicant may resurrect their rezone application.

Recommendation: The Planning Department recommends that Council affirm the November 10, 2004 Planning Commission approval of the Union Square Master Planned Development which includes an MPD height exception for the new structure pursuant to the Land Management Code, Section 15-6-5(F): Master Planned Developments—Building Height.

Additional call-up reference material available at City Recorder's Office 615-5007.



City Council Balloon Float - Perspective

DECEMBER 16, 2004

EM# 2003-43

UNION SQUARE

201 HEBER AVENUE
PARK CITY, UTAH

ELLIOTT*MAHONEY
architecture