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

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, January 13, 2005. 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; Ron Ivie, Chief Building Official; Patrick Putt, Planning and Zoning Administrator; and Brooks Robinson, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan disclosed that he has small recycling contracts with Royal Street, Park City Mountain Resort, Powdr Corp. and advocates of both sides of the Union Square issue. Candace Erickson disclosed that she is an employee of PCMR.

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

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda.

<u>Sundance – shortage of packages for locals</u> - Destiny Grose stated that she voiced concerns to the Mayor earlier about the difficulty for locals to obtain packages for Sundance screenings this year. She hoped the City could intervene if changes have been made, so locals can participate at the same level as in previous years. Candace Erickson suggested that there may have been more on-line purchases this year. Tom Heffron acknowledged that the Festival has grown but the locals have been supportive since the early years of the event. There are 175,000 seats available at Park City venues during the Festival. He understands that Sundance released 45,000 tickets for City residents but also offered 41,000 tickets for Salt Lake and Ogden, which doesn't make sense. He felt that Sundance is taking away the local experience, hoped that the shortage this year was a fluke, and that the City will intervene on their behalf. Ms. Grose discussed patrons waiting in line for hours who should be made aware of the number of tickets available in the future years. Jim Hier requested that Sundance provide information on what happened this year and how to prevent this in the future. There was discussion about computer problems and the popularity of pre-sale packages.

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

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

Hearing no omissions or corrections, the Mayor requested a motion to approve. Jim Hier, "I so move". Candace Erickson seconded. Motion unanimously carried.

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 – Ron Ivie explained that approval will amend the map to include the Spiro Annexation Area. The City will manage the work on the site. Hearing no public input, the Mayor closed the public hearing.

2. Ordinance amending the Land Management Code regarding Salt Lake City 2002 Olympic Winter Games for legacy displays – Patrick Putt referred to the work session discussion, adding that this legislation is intended to enable the City and the resorts to replace legacy wraps, flags and banners. He read the suggested 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 Salt Lake City 2002 Olympic Winter Games.*** *~~Olympic Legacy Displays are specifically limited to Olympic way-finding towers, flagpoles, banner poles, and banners.~~* ***Olympic Legacy Displays may include the following additional information:***

a. Park City Municipal Corporation or Venue name and/or logo provided said information does not exceed 20% of the Display area; and/or

b. Master Festival Event identification provided said information does not exceed 20% of the Display area,

non-Olympic related commercial verbiage be allowed in not more than 20% of the banner area, which is similar to the regulation of the Main Street banners. This particular amendment addresses the replacement of old banners with other commemorative wraps.

In response to a question from Marianne Cone, it was explained that the 56 standards at Deer Valley were part of the original approval. With regard to the complaint from the Trimpers about the Park City Mountain Resort's mountain bike banner at 14^{th} Street, Mr. Putt reported that the resort submitted a CUP application to move that banner to another location.

Bob Wells explained that the existing Deer Valley banners replaced the original banners, which had the name of the sponsors rather than the resort's name. The words *Deer Valley* substituted *Chevrolet* and the Olympic mark was added at the bottom of the banner. Marianne Cone commented that she would prefer the commercial component to be 20% of the total banner area, not 20% of every banner. Mr. Wells agreed with this approach and Kirsten Whetstone suggested language, *no more than 20% of the display.* Patrick Putt emphasized that the purpose of the commercial space allowance is to publicize events. The Mayor felt that this amendment is a big change and Candace Erickson interjected that this is consistent with the regulations for the Main Street banners, usually associated with master festival licenses. Marianne Cone pointed out that the displays at PCMR are large and 20% of the total area would result in a huge sign. Mark Harrington advised that a maximum square footage can be identified, but felt the City's interests are protected with the conditional use permit process. This brings up questions, however, about consensus on whether the name of the resort counts toward the 20% allowance and whether the existing banners are in compliance. There was extensive discussion about the Deer Valley banners and Bob Wells reiterated that the existing banners are different because the name Deer Valley replaced the name of Olympic corporate sponsors. Mark Harrington explained that the purpose of the amendment is to allow Olympic legacies to remain and the ordinance should be specific with regard to the appropriate allowable percentage for text. Mayor Williams understood that the only commercial language permitted is the name of the resort and the 20% area is intended for events. Candace Erickson pointed out that the actual name of an event could be The *Cadillac* Golf Tournament, for instance. Bob Wells added that signs must go through the MFL process, and the City Attorney advised that there still needs to be a code-based reason for denial. Marianne Cone argued that the wording Deer Valley on the banners is not necessarily genuine, but it was pointed out that Deer Valley Resort is an Olympic venue and there are Olympic elements on the banners. There was discussion about calculating text area and staff indicated that additional information on this element will be presented at the regular meeting.

This conversation occurred at the end of work session but appears here for ease of reference. Jim Hier suggested additional language to the effect "*that 20% of the display area may identify the venue location name. No additional commercial advertising is permitted as part of the Olympic Legacy display with the exception of the following. . .An additional 20% of the banner may be used for a display of events authorized by and subject to a master festival license*". This would allow for changing out an intermittent standard to promote an event. Mark Harrington pointed out that the intent of the legislation for Olympic Legacy displays and Main Street banners is somewhat different. The focus of the Olympic displays is to provide a mechanism to maintain them. The Main Street banner exemption creates a resort atmosphere and allows for some commercial identification for sponsors that may enhance the same resort experience the City is trying to promote. He advised that Council decide which part of the code to amend, the LMC or Sign Code and cautioned that speech issues are precedent-setting and have a creeping effect. Marianne Cone believed that the Deer Valley flags are repetitive and it may be more visually attractive to eliminate some and or replace them with Olympic related designs or colors. Jim Hier felt the provisions should be in the Olympic Legacy section of the Code and Mark Harrington agreed and explained that he was trying to put this in perspective for Council. There was discussion about allowing an additional 20% of commercial space for licensed events.

Soils maintenance ordinance. Ron Ivie explained that this item is a map amendment adding the recently annexed Silver Star at Spiro Project area, which will also clarify the permit process for the developer. He assured Ms. Cone that there is no risk of contamination of the Spiro Tunnel water source with the associated work and additionally, the City will be regulating and controlling the project. The stability of the underlying soil is as critical as the top soil. He added that it appears as though the material will not be exported, and it is staff's intent to keep it on site.

Skate park expansion design contract. Michelle Stucker explained that staff was directed by Council to proceed with an RFP which has completed. The resulting recommendation is to award a contract to Site Design Inc in the amount of $35,050 for improvements to the north end of the skate park.

See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

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and is not displayed for more than two weeks unless otherwise approved as part of the Master Festival License (this language later added).

The Mayor opened the public hearing.

Mike Sweeney, HMBA, suggested 30% rather than 20% because it is closer to the percentage for allowable signage in windows, etc. With no further input, the public hearing was closed.

Joe Kernan asked if fellow members are comfortable with a total of 40%, including special events. Marianne Cone indicated she is not, but Jim Hier pointed out that there is a fixed time period for the MFL and feels it is appropriate to promote events. Mark Harrington advised that there could be additional language in Subsection (b) to limit displays to ten days, unless otherwise approved in the MFL. Bob Wells explained that the MFL allowance is not as important as maintaining Olympic legacies and the festive atmosphere they provide. It was clarified that the *Deer Valley* wording on banners totals 19% of the total banner space, which is consistent with PCMR's banner calculations.

VI CONSENT AGENDA

Kay Calvert, "I move to approve Consent Agenda Items 1 – 4". Jim Hier seconded. Motion unanimously carried.

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 – See staff report, work session notes, and public hearing.

2. Ordinance amending the Land Management Code regarding Salt Lake City 2002 Olympic Winter Games for legacy displays - See staff report, work session notes, and public hearing.

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 - See staff report and work session notes.

4. Resolution establishing a regular meeting date, time, and location for meetings of the City Council of Park City, Utah for 2005 - See staff report and work session notes.

VII RESIGNATIONS AND APPOINTMENTS

1. Appointment of Mayor Pro Tem and Alternate Mayor Pro Tem – Jim Hier, "I move to appoint Kay Calvert as Mayor Pro Tem and Joe Kernan as Alternate Mayor Pro Tem for 2005". Marianne Cone seconded. Motion unanimously carried.

2. Appointments of two members and an alternate to the Employee Transfer and Discharge Appeals Board – Kay Calvert, "I move to appoint Marianne Cone and Jim Hier and Joe Kernan as the Alternate". Candace Erickson seconded. Motion unanimously carried.

VIII OLD BUSINESS

City Council call-up of the Planning Commission approval of the Union Square Project Master Planned Development:

Presentations from staff and applicant – Patrick Putt explained that this project came on line about two years ago. Because of its mixed-uses, there was a zone change request which was processed in advance of the CUP. Staff's initial concerns related to the amount of site coverage and the size of the additions to the three historic buildings, including the Utah Coal & Lumber Building, Union Pacific Depot Building and the old shed. There was a lack of open and landscaped space and street level parking lot entrances, and although this plan was probably an allowable project, staff continued to work with the applicant. The zone change was approved by the Planning Commission but in November 2003, rather than approving the zone change, the City Council directed staff to work with the applicant on a master plan development solution for the property. This occurred over the past two years. On November 10, 2004, the Planning Commission approved a master plan for the site, including a 23 unit hotel, totaling 71,104 square feet. The total square footage for the project is 85,966, including the hotel and the additions proposed for the Depot Building and connecting areas. The City Council did not call up the entire MPD, but focused on two elements, the height and the open space. Mr. Putt continued that the maximum height in the HRC Zone is 32 feet, there is a small area of HCB, however there are no buildings proposed there at this point. Elevator penthouses are allowed in the eight foot height exception under the LMC. The Union Square Building steps in height and there are four primary roof planes. The maximum building height for the project is 62.5 feet measured from existing grade to the top of the parapet of the staircase and elevator penthouse. The other primary roofs range in elevation from existing grade from 12 to 17 feet, 35 to 37 feet, 53 to 55 feet, and 59 to 62 feet. This project was reduced in height from a plan submitted in August 2004 by approximately eight feet. He described in detail the square footages of each stepped-back level and its associated percentage of total building footprint and the total site area, which decreases as the building rises. The bulk of the highest point of the building is located in the center of the lowest grade of the site which is about eight to twelve feet below the elevation of the Heber Avenue sidewalk.

Mr. Putt explained that one way to analyze the project is to think of the area as a vacant lot. If the minimum zone setbacks in the HRC Zone and a 32 foot height allowance are applied to the 50,966 square foot site, not including Easy Street, the potential maximum building size is162,000 square feet. Taking out the historic buildings would result in a maximum of 141,000 square. The project, as proposed, on a vacant parcel is 53% of the potential maximum square footage, or 61% without the historic buildings.

Patrick Putt stated that here are three types of open space identified in the LMC. Landscaped open space may include local government facilities, necessary improvements, and playground equipment, excluding buildings and structures. Natural or undisturbed open space is an area with little or no improvements, which may include ridge line areas, slopes over 30%, wetlands, stream corridors, trail linkages, subdivision or condominium common areas or view corridors. Transfer development rights open space is defined as a portion of a master plan, PUD, cluster plan or other development plans from which density is permanently transferred. This area may be natural open space or landscaped open space. He relayed that it is staff's opinion that this project meets and exceeds the minimum requirements for a MPD of 30% and the identified open space are areas that are free of structures and restricted from future buildings, which will be memorialized in a development agreement once final action is taken. The open space includes the Easy Street walkway and provides linkages with Main Street, the Summit Watch Plaza, City Park Trail, small garden areas, plazas, and outdoor dining spaces. The MPD requirement for 30% open space can be a mix of private and public land. He emphasized that the initial plan with an approved CUP would not have required open space, just the setback requirements of the zone.

Through illustration of a rendering, Brooks Robinson discussed the open space areas. He referred to the Easy Street easement area granted in 1994, built Easy Street, and the history of the Pacific Avenue right-of-way. The open space calculation, including pedestrian plazas, courtyards and Easy Street, but not the including driveway, landscape planters, or remnant pieces between buildings, is 40%. With the driveway, landscape planters, and remnant pieces, the open space calculation increases to 51%. If the Easy Street easement is removed, the open space is still at 43% and then subtracting the Pacific Avenue right-of-way area, results in 38%. As a trained landscape architect, Mr. Robinson, emphasized that courtyards, pedestrian plazas, etc. are considered landscape. Staff feels confident that the open space as proposed meets the LMC definition and contributes to the project and the downtown core as a whole. In response to a question from Mayor Williams, Mr. Robinson discussed decks and outdoor dining areas. Overhead decks do not qualify as open space but plazas for outdoor dining are credited toward open space. Patrick Putt added that based on the title report, the applicant is the fee owner of a portion of Easy Street and the City has right-of-way for access. A 1982 agreement specifies the City's commitment to vacate that right-of-way. He continued that there is no provision in the LMC disqualifying easements from property ownership and these areas have been counted into the overall site numbers. The area above the underground parking structure is considered open space by the Planning Commission.

Patrick Putt outlined Council's options of affirming the Planning Commission's approval, denying it and reversing the Commission's decision of November 10, 2004, or to continue this item based on the need for additional information or analysis. It is staff's recommendation based on the Code, public input received, and the belief that this is a superior plan from the perspective of historic preservation and pedestrian areas, to uphold the MPD approval. He acknowledged the letter received today from Attorney Joe Tesch and asked that staff reserve the right to rebut his arguments.

Kay Calvert asked if the Marriott Summit Watch included easements in its open space calculations and Justin Heppler of Elliot Mahoney Architects explained that it is difficult to extrapolate some data because this project was built in phases. He understands that circulation areas qualified in their open space calculation. Mark Harrington advised that there was a vacation of the street and a new easement granted with the Marriott approval. In response to a question from Marianne Cone about submitting plans with lower heights, architect Craig Elliott stated that the initial design was lower but 40,000 square feet larger.

Philo Smith stated that he is the owner of three Union Square parcels since 1982. He discussed renovating the Union Pacific Depot Building and the Utah Coal & Lumber Building. He believes a hotel belongs on the site based on bed base information from the Chamber and a survey he personally conducted. In order for the hotel to work, the height is needed and he believes this is an excellent project. Mayor Williams reminded the public to limit comments to open space and height, which are the two reasons why the Council called the Union Square project up.

Craig Elliott, EMA, displayed renderings marked to illustrate open space areas and developable properties. The Planning Commission and staff agree that the types and nature of open space in Old Town is different than other parts of the City. Pedestrian plazas, outdoor dining, and sidewalks, etc. are appropriate urban uses and create values of light, air and space in and around structures. He felt that the owners have worked very hard to produce a quality project and emphasized that the Planning Commission held seven meetings to review Union Square. The question is whether the density and open space benefits support the height and it is difficult to grasp the impacts because the site is so unique with significant grade variations. Through use of a model, Mr. Elliott conducted an exercise using a sea level reference, demonstrating the visual impacts of the height and setbacks of structures with surrounding buildings. He added that input from adjacent property owners was taken seriously and affected the site plan. There was discussion about the mass of locating buildings lot line to lot line at heights of 32 feet which is allowed under the Code. Mr. Elliott emphasized that the height improves the design and makes it acceptable by minimizing additions, by stepping away from other structures, and by providing open space and outdoor activity spaces. The project steps away from Poison Creek providing views, air and light to the second floor condominiums where a minimum five foot setback is defined in the LMC. The new building mass is approximately 45 feet from the property line, reducing the mass and scale which is different than the Poison Creek, Silver Queen Hotel and the Gateway Buildings. The three historic properties on site have been renovated and relate to the height consideration accommodated through an MPD. Easy Street will be turned into a lively pedestrian walkway that links Summit Watch and Main Street. The site is adjacent to the Town Lift and consistent with the intent to create moderate bed base within walking distance to the Transit Center. All of the parking is located underground, providing storefronts at the pedestrian level, rather than portals to parking like the Gateway and Summit Watch. The construction approach will be green and the architecture is authentic, not a series of facades on a box; there is real mass and form. He felt the project will provide meaningful meeting space providing an opportunity to energize Old Town in non-peak intervals. The project brings people to Main Street and the project is better because of the MPD process. Kay Calvert believed the exercise of calculating density as if the site was vacant is inapplicable. In response to a question from Marianne Cone about the views from the fourth floor of Poison Creek, Mr. Elliott explained the MPD encouraged more space between buildings so there is a view of the mountains. At this point in the meeting, Mayor Williams invited public input.

Public input:

Joe Tesch, legal counsel for Jim Tozer, owner of the Gateway Center, stated that except for the height, this is a pretty good project. He referred to the deed for Easy Street, which has been described by the applicants as a pedestrian mall. Although the deed is fee simple in the owner's name, in most cases when streets are vacated, ownership is split in the middle of the street. Easy Street (aka Pacific Avenue or the Lumber Yard) is not a dedicated street but Park City has maintained it and has acquired the right to use it by prescription and by implied dedication. He quoted portions of the deed, *"(1) It is the desire of the parties to describe the easement so that it accurately matches the physical location of Pacific Avenue. . . (2) Each of the parties . . .hereby grants to Park City Municipal Corporation for the use of the City and the general public the following described easement. . .(3) It is the intent of the parties to merely correct the previous area in description and to preserve all access of all existing parcels as they now exist. (4) The easement is granted for the purpose of use as a public street including the location of public utilities within the easement by Park City Municipal Corporation and other organizations".* Mr. Tesch pointed out that the open space, including Easy Street, is 20,396 square feet and 26% of this building is higher than anything else in the zone. He insisted that there be photographs of the balloon float conducted on December 16, 2004, which should be part of the record. The project is good for the developer but not for the neighbors whose concerns should be addressed. There is a reason for setting height so everyone has a view; loss of views devalues property and increases the value of Union Square. The open space seems woefully deficient. Mr. Tesch emphasized that they are not complaining about the footprint but are opposed to using open space calculations, which may include a public street or an easement, as leverage to increase the height. This should not justify doubling the height of a building and variations of grade should not be considered, only natural grade. He stated that they believe this is a wonderful project and they hope it can work within the limits of the Code, which they believe is 32 feet.

Chad Carter, Old Town resident and Main Street business owner, stated that he lives on Ontario which overlooks many roof tops in town. The difference here is that there aren't ugly rooftop mechanical features and from the street, the building is stepped-back. Union Square will create a needed anchor in the area with its destination bed base. The applicant has also given a lot of thought about tying into Summit Watch.

Becky Taylor, advocate for Marie Rosenbloom, stated that she has heard the Union Square presentation and has worked in hospitality at the Grand Summit Hotel. She has an issue that will bring world wide attention to Park City and was told by the *administration* that public input begins at 6:30 p.m. She continued that Ms. Rosenbloom, who is in the audience, is hearing-impaired and the state of Utah is a wife beating state. The Mayor interrupted her, advising that Council meetings and public input are advertised to begin at 6 p.m. At this point in the meeting, the hearing on Union Square is underway, and he urged her to return to another meeting. It is unfair to the applicants and the public to disrupt the proceedings. Ms. Taylor insisted that she was misinformed about the meeting time and will be in touch with the Mayor's Office.

Jeffrey Kuhn, resident and developer, pointed out that historic sites are often challenging and the Code isn't able to address every specific condition. Owners are encouraged to save historic structures, maintain setbacks and step the buildings back for better streetscapes. These concepts often involve manipulating density on the site accommodated through the MPD process. He stated that Council is left with making a *qualitative* analysis on *quantitative* decisions. He supports the Union Square project.

David Belz, Old Town resident and architect, felt that the site is located within the City's *urban core* where the City is planning a civic center at a cost of $13 million. There is a nationwide trend to bring bed base and vitality to downtown areas by having people live and visit there and this site seems appropriate. He was very disappointed when the MPD process was eliminated in the Historic District, but pleased when it was brought back, because it is a tools to create better designs. There are some very poor designs, showcasing a barrage of garage doors because an underground parking structure was not a choice. There were disputes over the height of the Marriott Mountainside at PCMC, which was massed appropriately and many agree is an asset to the community. Urban open space makes places vibrant. He felt that once Union Square is built, height will not be an issue.

David Zatz, resident and business owner, felt that the building is too high. He agrees that the concept is good, but it is too high for Park City. The views are the attraction on Main Street.

Kathy Kinsman, Citizens Allied for Responsible Growth, stated that members followed this project through the Planning Commission process and were pleased with the results, but CARG still has issues with the height of the building and the open space calculations.

Jeff Smith, resident and local roofing contractor, stated that the height differential is not going to make a *hill of beans* in the perception of the mass of the building. The view of Main Street won't change with the Union Square Project. It's a good project with open space in exchange for height. He urged Council to approve a project that will attract people to Main Street. Variations in buildings are critical to accommodate view sheds and building massing.

Dale Nelson, 20 year resident, pointed out that Council goals include world-class resort, and historic and open space preservation. She felt that Union Square is top quality and unique and will attract a good clientele. Additionally, convention space is badly needed and adding bed base heavily outweighs any height differential.

Chris Nelson, resident and business owner, felt that this is about a *variance* of about five feet three inches. Variances are necessary in certain situations. He doubted that the building is 32 feet higher than other buildings, alleged by Mr. Tesch. He stated that the Gateway is eight feet taller and visually massive and there are several existing buildings that appear to be 26% over the height allowance. This is a great project because *there aren't 1,500 people in the hallway saying this is a bad project.* Main Street is woefully in need of a high end project providing a bed base to support businesses. He again emphasized that it is only five feet.

Mike Sweeney, representing the Main Street Business Alliance, referred to letters from Tom Terry of Tommy Knockers and Jerry Giloman, owner of the Riverhorse Café. Council members indicated that they have already received them. He shared his analysis of the balloon float and perceptions of heights from different grades and concluded that the Union Square height is not excessive. He prefers height over spanning development.

Bill Shoaf, Union Square partner, thanked Joe Tesch for consistently being complimentary of their work. With regard to arguments about measuring from natural grade, he explained that the Union Pacific Railroad significantly altered the site by building a turn-around and Heber Avenue was raised eight to ten feet when Deer Valley Drive was constructed. One of the reasons this project ended up in the MPD process was because natural grade couldn't be determined and because of zoning issues. Easy Street exists because there is a lot there which had to have access from a public way and is deeded accordingly. The vehicular access will be abandoned with platting. With regard to accusations of developer's greed, he emphasized that eliminating 40,000 square feet of allowable development, versus gaining five feet of height is not a profitable decision. Mr. Shoaf discussed the history of the height concept which was prompted by City staff. This will cost them money, but it is the best solution. There have been hundreds of hours of input and it is their desire to bring a five star product to this town to energize Main Street.

Gordon Montana, maitre' d of Easy Street Brassiere, was amazed that the owners consider public input and care about their neighbors. This doesn't happen in Detroit and it's impressive.

Monty Hurt, Marriott Summit Plaza business owner, doesn't feel that the Poison Creek trail brings many people to this area. He likes the project, especially the connection which will make a big difference directing patrons to plaza businesses. Stepping back the buildings will eliminate any canyon effect.

Judy Jackson, resident and Main Street business owner, expressed that she doesn't want big buildings in Park City but Main Street needs support and as a business owner, she is struggling to stay in business. This will be a quality project because of the people. She urged Council to *bet on the people*, not the five feet.

Action

Joe Kernan acknowledged that the Union Square project has the potential of obstructing views from the Silver Queen, Gateway and Poison Creek Buildings, but not in an unexpected or inappropriate manner. In addition, there's synergy with the historic buildings on the property. The stepping-back of buildings and providing a connection to the Summit Watch are also beneficial. The height doesn't create excessive square footage and more than 30% of useable open space will be provided. Mr. Kernan stated that he supports the Planning Commission decision. Candace Erickson admitted that she has struggled with the height issue, but the project meets MPD criteria. The square footage is not increased and visual impacts have been minimized as opposed to building lot line to lot line at 32 feet. However, the Aquacade is still too close to the building. Although the project meets the definitions of open space, the types of open space should be better defined in the future. She felt that a 62 foot building is extremely high and is confused by the five foot references throughout the meeting. She fears that approval will set a precedent and advised that the additional height granted to the Summit Wasatch project was allowed as a part of negotiating for property to accommodate the construction of Deer Valley Drive.

Marianne Cone stated that she is supportive of constructing a hotel in the area but felt the height considerably diminishes the historic buildings. She spoke about the parapet on the building which draws the eye to the mass of the building. Much of the open space is for the applicants' benefit and tied to Union Square and she questioned the public benefit. Ms. Cone quoted the General Plan under community character, "*The Historic downtown area is an attraction for visitors. . . but the scale of new development threatens to detract from the charm of Main Street".* She felt this is a problem with Union Square.

Kay Calvert stated she is also conflicted, but believes that the calculations are correct, She agreed with Ms. Cone's comments on open space areas, however, the facts bear that the project meets established parameters. Despite these concerns, she has a tremendous amount of respect for the owners based on their renovations of Zooms and the Easy Street Brassiere and will be voting in favor of the project.

Candace Erickson stated that she has a problem considering decks and outdoor dining areas as open space and hopes that the set-backs will eliminate the canyon effect already prevalent on Main Street. Jim Hier, "I move that we affirm the November 10, 2004 Planning Commission approval of the Union Square Master Planned Development". Joe Kernan seconded. Motion unanimously carried.

IX ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned and the Park City Redevelopment Agency, Municipal Building Authority and Water Service District meetings convened.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4:30 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. Joe Kernan "I move to close the meeting to discuss property and litigation". Kay Calvert 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

Janet M. Scott, City Recorder

City Council
Staff Report

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

Budget, Debt and Grants

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.

2004 Highlights

- 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.

2005 Horizon

- 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

PARK CITY
1884

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.

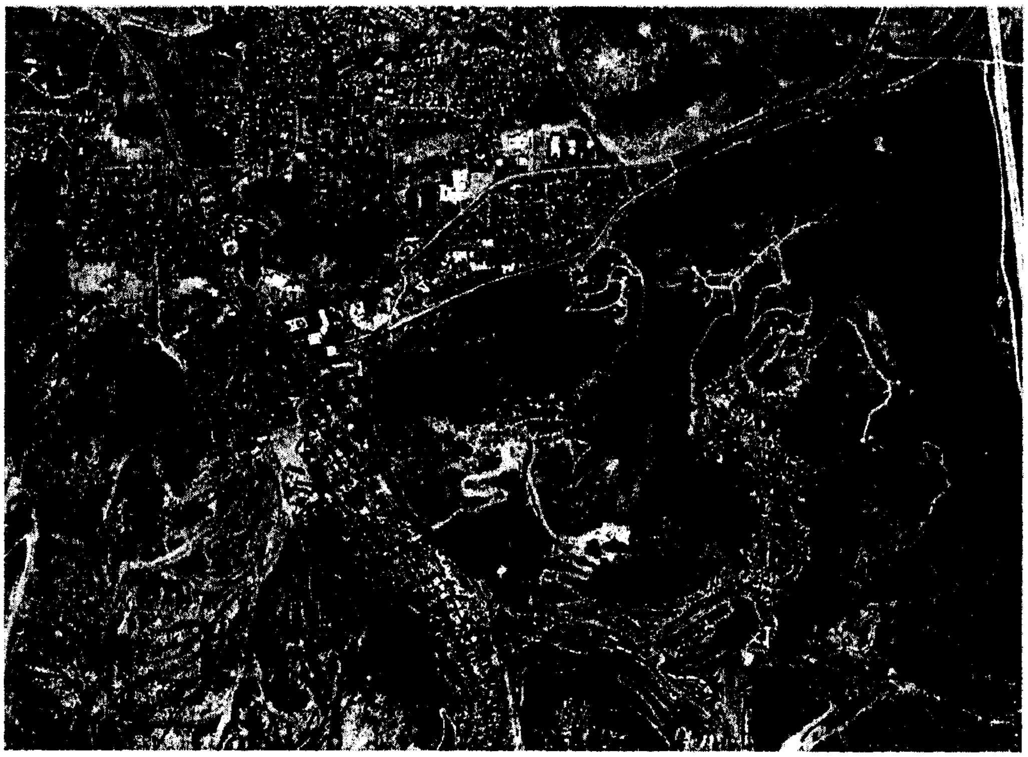
EXHIBIT A

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)



Park City Soils Ordinance Boundary

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

PARK CITY
1884

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 display

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:

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

<u>SECTION 2. EFFECTIVE DATE</u>. 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

Olympic Legacy/Land Management Code-related amendments

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
Staff Report

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 13 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. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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. <u>HOLD HARMLESS INDEMNIFICATION</u>.

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. **TREATMENT OF ASSETS**.

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.

13. CHANGES.

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. MAINTENANCE AND INSPECTION OF RECORDS.

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.

ATTACHMENT A
PROPOSED SCOPE OF WORK

Thank you for this opportunity to provide professional design services for your project. Site Design Group 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 Project Meeting #1 (SITE/CLIENT) PHONE CONFERENCE

- **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 Project Meeting #2 (SITE/CLIENT) TRIP #1

- Client reserve the room(s) for each of the below listed meetings.
  - Client Staff Meeting – This meeting will include the Client Staff and include a site visit.
  - Public/Skater Meeting #1 – 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 Project Meeting #3 - Project Review (PROJECT DESIGN TEAM) PHONE

- 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 Presentation to Planning Commission (SITE) TRIP #2

- Present Final Design to Planning Commission

1.12 Presentation to City Council SITE) TRIP #3

- 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 Project Meeting #4 – DD Coordination (SITE/CLIENT) PHONE CONFERENCE

- 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 Project Meeting #5 – DD Review (SITE/CLIENT) PHONE CONFERENCE

- 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:

- **<u>Plan Processing Requirements</u>**
- **<u>Budgeting</u> – The Client shall inform SITE of the proposed construction budget of this project.**
- **<u>Project Data Form</u> – 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. 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. All fees, commissions, product charges and expenses billed shall be due within thirty (30) days of the date of billing. Client agrees that all statements not objected to in writing within five (5) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of SITE Design Group, Inc.'s performance and the value of the services provided to Client.
2. 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.
3. The client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. 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 B
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**

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

PARK CITY 1884

Planning Department

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

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. <u>Union Square Master Planned Development Proposal</u>: 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. **<u>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)*.</u>** 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.