PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 30, 2003

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

Tom Bakaly, City Manager; Michelle Barrus, Special Events and Facilities Coordinator; Mark Harrington, City Attorney; Colin Hilton, Economic Development Director; Lloyd Evans, Chief of Police; Jerry Gibbs, Public Works Director; and Linda Tillson, Library Director

1. **Council questions and comments.** There was discussion about scheduling the council compensation topic on a future agenda. It was the consensus of Council to hold a public input session on November 13 or during that week, which will not be a regular City Council meeting and not conducted by the Mayor and City Council. The formal published public hearing on council compensation, if necessary, will be held on December 11 and a work session on December 4. Other future agenda items were moved to the meeting of December 4.

Jim HIer referred to the discussions at the inter-agency meeting held this week, which included transit, and affordable housing partnerships. With regard to upcoming legislative issues, the City Manager felt that sales tax and schools will be addressed. Mr. Hier continued that the group also reviewed the joint communications and emergencies services proposal, which is an on-going project. He publicly acknowledged the great efforts of the Leadership classes and reported on the Jump-In youth leadership session held yesterday. Kay Calvert commented on the progress of the Historical Society museum expansion project, which is a well run campaign. Candace Erickson expressed concerns about meeting space demands for Recycle Utah; it would be helpful to formulate a long term plan as the City initiates creating additional space for itself. There was an update on the Watts RFP provided by Colin Hilton; five bids were submitted. Fred Jones reported that the HMBA held a meeting this week on traffic circulation during Sundance, and an Olympic legacy project on Main Street which was very well received. He also attended a meeting of the Main Street Task Force and recommendations from the group will be forthcoming. The Mayor stated that he and staff met with Utah Power on the wind power program. The Prospector Business Association relayed concerns on the lack of attention and support compared to Main Street and the Mayor stated that he urged them to contact the Council.

2. **RAB interviews.** The City Council conducted interviews and met with candidates Ray Townsend, Ann Lawton, Evan Russack, Ted Russel and Jim Totora.

3. **Review of regular meeting:**

Needs assessment agreement – police facility. Chief Lloyd Evans referred to his staff report on the process for requests for bids on a needs assessment, site assessment, and examination of site alternatives study. This would be the first phase of the project. Staff developed a committee to review the bids and recommend a service agreement with CWA Inc. in the amount of $39,000 for consulting services. He referred to the scope of services attached to the agreement, which will be performed for the indicated amount within 120 days. There was extensive discussion about the amount of detail associated with "schematic" plans and elevations outlined in the scope of work attachment. Colin Hilton explained that these are preliminary designs to determine the square footage needs and mass and scale of a building on various sites. There may be concept renderings of what a building may look on a site. Chief Evans felt there is an opportunity for staff to meet with CWS and identify our areas of interest. Jim Hler clarified his concern being that the total amount seems too low for the scope of services outlined. There was discussion about removing the tasks *finalizing total project budget and finalize project reports* from the scope of services attachment, but no consensus. Mr. Hilton discussed the task force using the information from the assessment to recommend a preferred site. In response to a question from Kay Calvert about CWS' eligibility to bid on the later design phase, Mr. Hilton explained that the RFP process is open and unrestricted. Candace Erickson brought up the importance of planning for storage of City vehicles, equipment, and materials, not just office space for the Police Department. Discussion again ensued about the meaning and expectations of the wording, *schematic design.* Jerry Gibbs discussed computer assisted design capabilities to illustrate concepts. It was clarified that architectural design will be bid separately and at a future stage. Colin Hilton emphasized that that this bid is CWA'S response to the City's RFP. Peg Bodell suggested that a Council member be included in the design selection group.

Library expansion. Colin Hilton continued that staff is requesting authorization to enter into a service provider contract in the amount of $30,000 for the design and engineering associated with the expansion of the library. On April 24, the City Council directed staff to explore this project and as part of the budget adoption this year, a CIP line item was created in the amount $385,000. The proposal would include an additional 3,100 square to create a larger children's area, internet stations, book collections, and create a new teen and audio visual area. In August, the task force met and published an RFP and four firms submitted proposals. On October 14, the selection committee determined Gould-Evans to be the most capable firm. He described in detail the schedule for phases of the project, outlined in the staff report. Construction is slated for April and the forecasted budget for the entire project is $380,000 with $30,000 for design and engineering; there is also a 10% contingency. In response to a question from the Mayor regarding duration of construction, Mr. Hilton explained that hours of operation options have to be explored before a completion date is targeted.

Kay Calvert felt this would be an ideal project for public art. Peg Bodell stated that if there is a commitment to public art, there needs to be planning for space, lighting, etc. The City Manager pointed out that the policy on public art and specifically the proposed 1% allotment for City projects is still pending. Fred Jones felt the City should plan for art during the design phase of the Library. Candace Erickson emphasized that the reason for the expansion project is lack of space, and the addition will not provide surplus. There was discussion about art on the walls and directing the design workshop to consider public art features. Colin Hilton felt this could be easily added to the contract. In response to a question from Linda Tillson, Peg Bodell clarified that this will be permanent art, not rotating art.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 30, 2003

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 30, 2003. Members in attendance were Dana Williams, Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones. Staff present were Tom Bakaly, City Manager; Mark Harrington, City Attorney; Michelle Barrus, Special Events and Facilities Coordinator; Kevin LoPiccolo, Planner; and Patrick Putt, Planning and Zoning Administrator;

II PUBLIC INPUT - (any matter of City business not scheduled on the agenda)

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

Police discrimination and misconduct - Steve Onysko, resident, stated that he considers himself a citizen activist and urged the Council to initiate an investigation of both the Police Department and City Attorneys Office for misconduct. He alleged that he was arrested for observing police action in the community and believes that the police are prejudice against Hispanics. He disclosed that he has spoken out about this to Council members over the year and feels he has been victimized by both departments and is willing to meet with Council in a personnel session. Mr. Onysko challenged the City Prosecutor to bring these charges to a jury trial so he can be judged by a jury of his peers.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Governor's Award in the Humanities – Hal Compton – John Weissberg, Board of Directors of the Utah Humanities Council, explained that October 2003 has been declared Humanities Month by the Governor. This is a program which provides opportunities for the Humanities Council to recognize individuals and institutions who promote or celebrate humanities endeavors. Among the five categories is the Mayor's Award and this year, the recipient is Hal Compton for his years of service with the Historical Society and as an advocate and promoter of Park City's mining history and historic preservation. The Mayor personally thanked Mr. Compton and presented him with an award.

IV CONSENT AGENDA PUBLIC HEARINGS

1. Master Festival License for the Chevy Truck America's Opening to be held on November 21 through November 29, 2003 at the Park City Mountain Resort – Michelle Barrus explained that there have been some changes to the event from past years. It

will be expanded to two weekends and there will no longer be a Main Street dance, but instead two separate events to be held at the Town Lift Plaza. There will be live music, food, and presentation of the athletes at the public events. She pointed out that the time frame has changed from 4:30 p.m. to 8 p.m. instead of 5:30 p.m. to 9 p.m. Staff is not recommending that the costs for police and transit be waived because they are considered hard costs. Ms. Barrus pointed out that the fee waiver costs are conservative and may actually be less than listed. Karen Korfanta estimated the fee waiver to be about $5,600 since the transportation costs will be on-demand, with the ability to add buses. The Mayor opened the public hearing.

Karen Korfanta explained that PCMR and the U S Ski and Snowboard Association are hosting the event and are requesting a total fee waiver to cut costs. The reason for moving the street dance off of Main Street but still providing entertainment on the street was dollar-driven and to draw more people to the venue. Ms. Korfanta added that last year PCMR paid fees in the amount of $4,100.

Fred Jones believed that the celebrations on Main Street are important features and America's Opening is a prestigious international event. The City should show its support by granting the fee waiver, recognizing that these events are very expensive to produce. In response to a question from Mr. Jones about MFLs and the noise ordinance, Ms. Barrus explained that the allowable decibel level for license holders is more liberal than the standard decibel level. The duration of music will be earlier and every effort has been made to direct the sound away from neighborhoods. Candace Erickson acknowledged that generally these fees are not waived, but it costs approximately $1 million to host these competitions and they don't make money. As a result, Aspen has subsequently dropped the event because of the cost. She supported the fee waiver to maintain the future of America's Opening; the Council concurred. Peg Bodell pointed out that this may invite other requests, but the request is appropriate.

Tom Bakaly commented that these types of fee waivers are not typical, except for longer-term arrangements, i.e., Sundance and Kimball Art Center. He suggested that Council may want to direct staff to enter into negotiations with PCMR on its commitment to continue to hold America's Opening. If the Council waives the total fee amount, Jim Hier requested adding a specific finding unique to America's Opening and its merits, so waiving these types of fees don't become a precedent for other requests. The City Attorney continued that a finding will be drafted for the motion. Peg Bodell indicated that the fact that the event has been expanded to two weekends is a financial benefit. Jim Hier, "<u>I move we take this item off the Consent Agenda and move it to New Business</u>". Peg Bodell seconded. <u>Motion unanimously carried</u>.

2. <u>Ordinance approving an amendment to the Little Belle Condominiums Record of Survey plat to expand the private ownership area of Unit 20 of the 7160 Little Belle</u>

Court record of survey amendment – Kevin LoPiccolo explained that approval will accommodate an entry addition to the unit by adding about 64 square feet. The Planning Commission and staff are recommending approval according to the findings and conditions in the staff report. For the benefit of Peg Bodell, Mr. LoPiccolo referred to the site map and the location of Unit 20. The Mayor opened the public hearing; hearing no further questions or comments from the public or the Council, the hearing was closed.

3. Request for zone change - 203 Heber Avenue from Historic Recreation Commercial to Historic Commercial Business - Fandango Resorts **(motion to continue to a date uncertain)** – Fred Jones, "I so move". Peg Bodell seconded. Motion unanimously carried.

V CONSENT AGENDA

Fred Jones, "I move to approve Consent Agenda Items Nos. 2 and 3". Kay Calvert seconded. Motion carried unanimously.

1. Master Festival License for the Chevy Truck America's Opening to be held on November 21 through November 29, 2003 at the Park City Mountain Resort – Item moved to New Business.

2. Ordinance approving an amendment to the Little Belle Condominiums Record of Survey plat to expand the private ownership area of Unit 20 of the 7160 Little Belle Court record of survey amendment - See staff report and public hearing comments.

3. Resolution adopting the Park City/Summit County Short Range Transit Plan – See staff report.

VI PUBLIC HEARING

Special Events License for the Village at the Lift event to be held at the Town Lift Plaza from January 15 – 25, 2004 – The City Attorney pointed out an error in the summary recommendation; it should read *review and deny the special events license appeal*, not *application*. Staff has approved the application with conditions of approval, which the applicant has appealed. This is a de novo review by the City Council, acting as if it is reviewing the initial application and requires a public hearing before final action. This is different than land use appeals, because of the greater level of discretion, but decisions still need to be based on the Code criteria outlined in Chapter 4. He emphasized that the two issues of focus include signage and the ability to display a vehicle outside on the plaza.

Michelle Barrus stated that the Brothers Three Town Lift Cafe and Mountain Spa was required to apply for a special events license as opposed to a Master Festival License, because this event is held concurrently with the Sundance Film Festival, and only one MFL is allowed at one time. Special event license holders are not allowed to hang banners. The plaza is not considered a designated parking area, and the sole purpose of placing the vehicle there is for commercial advertising. As a compromise, staff recommends a sign plan and that the vehicle be displayed within a tent, within an enclosed space, or within a private building, but not in public right-of-way or view. Mark Harrington pointed out that MFLs and special event licenses are different but Park City has taken a more liberal approach than other communities. For instance, the Sundance MFL still allows other events to occur at the same time and there are non-affiliated private sponsored activities, which we have welcomed but at the same time, tried to mitigate in a reasonable manner, which does not detract from our ability to host the main master festival. This is the primary function by which we operate. These other events, whether licensed as special events or other convention and sales assembly usage, are allowed to occur within private property as long as they abide by other Code regulations. The City has been very liberal in allowing tents, conversion of retail, hotels and restaurants to assembly and the City Attorney emphasized this practice. In terms of signage, special event licensees are allowed to swap out existing exterior signage consistent with criteria in the Code for the duration of the event. This is also a liberal allowance. On this site, there have been problems because there has been confusion over the type of license available to the applicant. There is only one MFL allowed at one time, which should be legislated consistently. He referred to the applicant's letter, specifically a statement referring to a section of the Code allowing banners on Main Street, but stressed that it regulates MFLs, not special events. Last year, staff worked with the applicant to accommodate the HumVee and allowed it to be displayed in a tent. He again emphasized the importance of uniform and equal application of the standards to all groups. He read Section 12-12-1 of the Code for MFLs and stated that there is not a similar provision for special events. There is some leeway with Chapter 8 for signs, as it relates to pedestrian and traffic directional signs for special events. Mr. Harrington added that the applicants were very helpful in scaling the event back and keeping it a private event, not competing with the existing Sundance MFL. In staff's opinion, the need for any additional outside signage is greatly diminished with the display. The MFL for Sundance includes vehicle restrictions, and a transportation plan is required to designate official parking areas at venues. This does not apply to a special event on private property for private use. There was discussion about illegal display of vehicles at the Park City Mountain Resort plaza and improving enforcement. Mark Harrington referred to the practice of Chrysler during Sundance who utilizes parking spaces on Main Street by rotating vehicles. However, this is in compliance with the parking code. There have been violations of display of vehicles on private property illegally parked in front yards with signs and banners. If the HumVee were parked legally, it would not be visible from the plaza area but if the Council chooses to change the Code to be more permissive, that is a legislative option. He emphasized that the Code can not be changed administratively for a particular application and this is the reason it is being reviewed by the Planning Commission.

Fred Jones felt the MFL process is designed to provide the ability to promote an event, and protects license holders from others piggy-backing on their event. This is the reason for one MFL at a time, otherwise these events are not attractive to sponsors. The Mayor opened the public hearing.

Mike Sweeney referred to Sundance's objection of them having corporate sponsors, when some of their corporations are also Sundance sponsors. He stated that he can not find a violation of the parking code and he felt taken advantage of by the City as he believes he is entitled to have corporate sponsors. The Town Lift Plaza is one of the few areas for gatherings and now Main Street merchants are going to be penalized because they can't have corporate sponsors. He felt they should be allowed to display the HumVee on the plaza. The Art Festival was allowed to have a car in the plaza and there shouldn't be selective enforcement. Pat Sweeney stated that none of their businesses at Town Lift benefited from the Sundance Festival until the 2002 event, when they were approached by Jeffrey Best to sponsor private parties outside the official Sundance venue. He advised that proceeds from use of the plaza are split between them and Park City Mountain Resort. To this point, Sundance has not offered to use the deck in a meaningful way. The private deck is not visible from Main Street or Park Avenue and they would like to take advantage of having a corporate sponsorship.

Ed Sweeney stated that his brother Mike was charged with a Class C misdemeanor last year because the Hummer was not enclosed. He explained that General Motors is an underwriter of a client of theirs who throws a party in conjunction with Sundance. GM has asked that a Hummer be displayed on the plaza and another vehicle tucked underneath the stairway on Park Avenue and in exchange for that, agrees to pay them significant dollars. This application does not fit with the MFL licensing criteria because this event is not open to the public; it is a private party. It is frustrating to see other vehicles displayed during events. He believes Council has the ability to decide if GM can display a vehicle without a tent and under the stairway, which doesn't present a safety issue. We're sending a message to corporate sponsors that they are not welcome and this is the reason the Sweeneys are appealing. It's not really a signage issue. Mike Sweeney added that they offered the deck to Sundance and they were not interested and subsequently contracted with Jeffrey Best. They should not be punished for this. Mark Harrington explained that it is irrelevant whether Sundance uses the space; the fact is that they're not. The City has always tried to make the Town Lift event work.

Fred Jones sensed some confusion because the Arts Festival and America's Opening both hold MFLs and the distinction is that there is a difference with special event licensing provisions. Mike Sweeney reiterated his comments and felt GM should be allowed to display vehicles on private property during the ten days of Sundance. Candace Erickson pointed out that the display is a violation of the parking code. Patrick Putt noted that there are several LMC sections that address this, but in the HCB Section 15-2-6-12 provides, *Goods and uses to be within enclosed buildings. Outdoor display of goods are prohibited unless expressly allowed as a conditional use. All goods, including food, beverages, and vending machines must be within a completely enclosed structure. . .this section does not preclude temporary sales in conjunction with a master festival license, sidewalk sale or seasonal plant sale.* The plaza area is not considered as a bonafide parking area. Mike Sweeney didn't feel that displaying the vehicle conflicts with Sundance's MFL, because it is not readily visible.

In response to a question from Peg Bodell about concurrent MFLs, Mark Harrington explained that the second MFL application would have to be reviewed on its merits. The same degree of flexibility for signage is not available under a special event license. There is some flexibility under Chapter 8 with regard to special events and signs if it qualifies as directional, pedestrian orientation, parking, or traffic mitigation. Peg Bodell asked if the Sweeneys should be applying for a second MFL, and the City Attorney explained that beyond the conflict problem with Sundance, the Town Lift events are private and not open to the public; MFLs are public. Michelle Barrus added that the City maintains strict codes, which are adhered to at all times unless a MFL is approved and concessions are awarded. Commercial displays are not allowed any time of the year. Jim Hier did not consider the vehicle a sign and felt that the parking code is a stronger argument because there is no access or parking spaces. There was discussion about PCMR driving equipment to the plaza area as a part of its operations. Mark Harrington indicated that if Council desires to focus on this comment, there should be a continuance because of the cross easements over the property which is complex. Staff's primary argument has been that the display is commercial activity, it's not just a parked vehicle. Last year, the vehicle was housed in the tent, with one side exposed and staff is willing to allow that again this year. This is a very liberal interpretation of our codes and staff made a good faith attempt at describing *enclosed*, and determined three sides need to be closed. Staff is not trying to prohibit this activity but want to be consistent as there will be other similar requests. Peg Bodell felt the tent concept was ridiculous because it was not visible from the street and Mark Harrington responded that staff was following the intent of the code which is to keep goods in an enclosed structure. The philosophy behind this prohibition was aimed at eliminating street hawking, street vending, visual clutter, interference with traffic circulation, etc. He pointed out most of the sidewalks on Main Street are private property and the potential of placing vehicles on sidewalks during Sundance by the mini-festival groups. The Mayor opened the public hearing.

Thea Leonard, Treasure Mountain Inn, stated that Park City is an attraction to Sundance and it should be inclusive. If there is a corporate sponsor who wants to use the plaza, it should be an allowed activity. These layers of activities create a texture that creates excitement. There have to be some regulations but they shouldn't preclude excitement and the festival atmosphere. The City should be permissive.

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

Fred Jones expressed that this is more than a visibility issue; there are codes that must be followed and subsequent applications requesting the same concessions become a problem. There has to be some consistency in the application of our codes. He is pleased there is an effort to use the plaza and it is an ideal place for event activities. The City's sensitivity is controlling the general clutter that seems to follow these concessions. Mayor Williams expressed his confusion over the applicant's reluctance to accept a three-sided tent on the plaza. It's a conforming solution and this event was visible from Main Street last year and to the patrons on the plaza. Mike Sweeney explained that the tent diminishes photo opportunities with celebrities and the HumVee.

VII NEW BUSINESS

1. Authorization to enter into a service provider agreement with CWA AIA, Inc. for consulting services to perform a needs assessment, site analysis, examination of site alternatives study for Phase I of the proposed public safety facility in the amount of $39,000 – See work session comments and staff report. Colin Hilton explained that staff will to return to Council with site assessments. Peg Bodell understood that the word "client" should be accompanied with the word "council" in the document, "I move authorization to enter into a service provider agreement with CWA AIA, Inc. for consulting services to perform a needs assessment, site analysis, examination of site alternatives study for Phase I of the proposed public safety facility in the amount of $39,000 with the addition of the words "Council" on the bulleted items so stated". Kay Calvert seconded. Motion unanimously carried.

2. Authorization to enter into a service provider agreement with Gould-Evans for design and engineering for the Library expansion project, in a form to be approved by the Legal Department, in the amount of $30,000 – See work session comments and staff report. The Mayor requested a motion to approve. Peg Bodell, "I so move". Kay Calvert seconded. Motion carried unanimously.

3. Purchase agreement with the Small Business Administration for the purchase of the Imperial Hotel, 224 Main Street and related properties in the amount of $875,000 –

See staff report. Fred Jones, "I move approval, with the addition that it (purchase) is subject to due diligence". Peg Bodell seconded. Motion unanimously carried.

4. Special Events License for the Village at the Lift event to be held at the Town Lift Plaza from January 15 – 25, 2004 – Peg Bodell, "I move approval of the special event license for the Village at the Lift event to be held at the Town Lift Plaza from January 15 – 25, 2004, with the change in the Conditions of Approval Nos. 2 and 3 to specify that the sponsor banners and the parking of the vehicle may occur on the plaza, but not on Main Street (under stairway)". Kay Calvert seconded. Fred Jones stated that his problem with the motion is how to make a distinction on the next application. There need to be findings. Peg Bodell asked if a one-year trial basis makes the proposal more acceptable. Mr. Jones replied no, because it doesn't provide the grounds to deny a new request. Patrick Putt again read the section of the Code regulating the HCB, *unless expressly allowed as a conditional use, all goods, including food, beverages, and vending machines must be within a completely enclosed structure.* In response to a question from Jim Hier, Mr. Putt noted there is no definition of goods in the Municipal Code. Mark Harrington stated that the UCC definition is available and would apply; it includes vehicles. Mr. Hier emphasized that that the reference is goods, not for-sale goods. He suggested directing staff to arrive at findings that would support allowing this exception. If staff can not craft a finding, it would be difficult to support the request. Kay Calvert felt the Council should do everything possible to make it work for the people who are trying to make a living in this town. Peg Bodell felt the vehicle isn't goods, it's advertising and marketing on private property by a private party. Candace Erickson stated that to her, it is goods on display. She is confused by the fact that it's there to attract people, because it is a private event. These provisions are formulated to eliminate the proliferation of commercial clutter and until there are specific findings unique to this application, she can't support the request. Fred Jones agreed with Ms. Erickson's comments and with Ms. Bodell that this display is advertising, which is something the City is interested in controlling. There was discussion about the controversy of removing a plastic cow in front of Cows on Main Street a few years back and the Wells Fargo Bank sculpture. Kay Calvert asked if there is anything unique to this application. Mark Harrington replied no, not in staff's opinion. These legislative sections have already been presented to the Planning Commission for its consideration and he continued that any change should be prompted legislatively not by a special circumstance. Jim Hier reiterated that he would have a difficult time supporting the motion without supporting findings. Peg Bodell felt the display and banners should be allowed because they are on private property and not visible from Main Street or the general public. Jim Hier suggested then that there be a request to the Planning Commission to modify the Code to accommodate licensing special events. Mark Harrington discussed the exception made to outdoor vending carts, which may be helpful framework to permit certain activities. One option is asking the applicant to stay

the appeal pending the outcome of the ordinance before the Planning Commission. The motion and second were withdrawn.

Jim Hier, "I move to continue this item to a date uncertain at this point in time". Fred Jones seconded. Motion carried unanimously. Mr. Hier directed staff to bring this to the Planning Commission and to try to craft a modification to allow this type of use with appropriate controls and to do so expeditiously. The City Attorney advised that the Planning Commission has already held a work session on this and a public hearing will be held on November 12. Mike Sweeney agreed to the continuance as long as the other elements of the special event license are approved. Mark Harrington explained that staff has already approved the special event, except for the banners and display. Mike Sweeney stated that they need to know as soon as possible. Jim Hier reiterated that he would like the Planning Commission to support the concept of this type of display or advertising be allowed on private property on a temporary basis in a way that doesn't proliferate outdoor advertising and falls within the Sign Code. Maybe it could be tied to a special license.

5. Master Festival License for the Chevy Truck America's Opening to be held on November 21 through November 29, 2003 at the Park City Mountain Resort – See staff report and public hearing comments. Michelle Barrus read a draft finding, requested in work session, *adding Finding of Fact #12 that America's Opening is a long-term event, which is expanding to two weekends and expanding events to Main Street, both of which are high priority goals of the City. A one-time fee waiver supports this expansion with the intent that the applicant establish a long-term contractual commitment with the City to continue to host the event and activities on Main Street.* The application must also meet Section 4-8-9 of the Municipal Code for a fee waiver. Fred Jones, "I move approval of the Master Festival License with those additions". Candace Erickson seconded. Motion unanimously carried.

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:45 p.m. Members in attendance were Mayor Dana Williams, Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones. Staff present was Tom Bakaly, City Manager; Myles Rademan, Public Affairs Director; and Mark Harrington, City Attorney. Peg Bodell, "I move to close the meeting to discuss property and litigation". Fred Jones seconded. Motion carried unanimously. The meeting opened at approximately 3:45 p.m.

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

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder

Recreation Advisory Board Applicants
Interviews – October 30, 2003 & Nov. 20, 2003

Ray Townsend 2613 Silver Cloud Drive Park City, UT 84060 Phone: (h) 649-1038 (w) 649-1970 Fax 649-1966 E-mail: Rjtownsend@mindspring.com	**Interview Time:** **November 20 – 5:15 p.m.**
Ann Lawton P.O. Box 682608 111 Racquet Club Park City, UT 84068 Phone: (h) 649-7094 Fax 649-9212 E-mail: Annmom1@aol.com	**October 30 - 4:45 p.m.**
Genevieve Kiley 2533 Geronimo Court Park City, UT 84060 Phone: (h) 649-6214 (w) 801-531-0999 Fax 801-531-1003 E-mail: gkiley@tnc.org	**November 20 – 5:30 p.m.**
Evan Russack 2827 Lucky John Drive Park City, UT 84060 Phone: (h) 649-1844 (w) 801-245-1287 E-mail: evan.russack@eurorscg..com	**October 30 - 5:00 p.m.**
Ted Russell 10 Hidden Splendor Court Park City, UT 84060 Phone: (h) 645-8430 (w) 649-7985 E-mail: trussell@aisolution.com	**October 30 - 4:30 p.m.**
James Totora P.O. Box 3654 239 Woodside Ave. Park City, UT 84060 Phone (h) 649-2870 (w) 640-5428	**October 30 - 5:45 p.m.**

City Council Staff Report

Special Events and Facilities

PARK CITY 1884

Author: Michelle Barrus
Subject: AMERICA'S OPENING
Date: October 30, 2003
Type of Item: Master Festival License Application

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and consider approving the license for Chevy Truck America's Opening, as conditioned, on November 21 through November 29, 2003, at Park City Mountain Resort.

Description:

A. Topic:
Review of the Master Festival License Application, submitted by Park City Mountain Resort for the Chevy Truck America's Opening on November 21 through November 29, 2003, at Park City Mountain Resort.

B. Background:
The Master Festival License application submitted by Park City Mountain Resort requests approval for the Chevy Truck America's Opening to be held at Park City Mountain Resort. This will be the 17th year of the competition in Park City and the events proposed for the event for competition with a new entertainment planned for Town Lift Plaza on Main Street.

This event will kick off with a celebration at Town Lift Plaza on November 21st. This event will begin at 5:30 pm and end by 9:00 pm. The ski competition will start on Saturday, November 22nd with the Men's Giant Slalom from 10:00am until 2:30pm. Sunday, November 23rd will be the Men's Slalom races from 10:00am until 2:30pm. This will conclude the men's competitions.

Weekend Two will start with races on Friday, November 28th for the Ladies Giant Slalom. Those races will take place from 10:00 am until 2:00 pm and that evening another celebration will be held on Town Lift Plaza. This event will be in conjunction with the Gallery Stroll and will go from 5:30 pm until 9:00 pm. On Saturday the 29th the women's races will conclude with the Ladies Slalom event from 10:00 am until 2:30 pm.

As part of this application, Park City Mountain Resort has requested the Council review their request for a partial fee waiver. The Municipal Code allows the Council to waive all or a portion of fees based upon certain criteria.

C. Analysis:
The City Council, per the Municipal Code, reviews all new applications for Master Festival Licenses and shall either approve, approve with conditions or deny the applications. The Chevy Truck is being reviewed as a new application since the Master Festival License is extending the event over a two weekend period instead of just one weekend.

Event Schedule
The event layout is:

FRIDAY, NOV. 21, 2003

5:30 -9PM	*Park City Celebrating the Men – Town Lift Plaza*	
	5:30-7:00 PM	*Special Guest Reception – TBD - Invitees Music, Entertainment, Food, Beverage on deck*
	6:30 PM	*Presentation of Top 15 GS Athletes*

SATURDAY, NOV. 22, 2003

10:00 AM	Men's Giant Slalom, 1st Run – C.B.'s Run - Eagle Race Arena
11:30 AM	Half Time Entertainment, Lunch at the Races – Eagle Race Arena
1:00 PM	Men's Giant Slalom, 2nd Run – C.B.'s Run - Eagle Race Arena
2:30 PM	Men's Giant Slalom Awards – Eagle Finish Arena Stage

SUNDAY, NOV. 23, 2003

10:00 AM	Men's Slalom, 1st Run – Picabos - Eagle Race Arena
11:30 AM	Half Time Entertainment, Lunch at the Races – Eagle Race Arena
1:00 PM	Men's Slalom, 2nd Run – Picabos - Eagle Race Arena
2:30 PM	Men's Slalom Awards – Eagle Finish Arena

FRIDAY, NOV. 28, 2003

10:00 AM	Ladies' Giant Slalom, 1st Run – C.B.'s Run, Eagle Race Arena	
11:30 AM	Half Time Entertainment, Lunch at the Races – Eagle Race Arena	
1:00 PM	Ladies' Giant Slalom, 2nd Run – C.B.'s Run - Eagle Race Arena	
2:30 PM	Ladies' Giant Slalom Awards – Eagle Finish Arena	
5:30 -9 PM	*Park City Celebrating the Ladies – Town Lift Plaza*	
	5:30-9:00 PM	*Gallery Stroll Music, Entertainment, Food, Beverage on deck*
	6:30 PM	*Presentation of Top 15 Athletes*
	9:00 PM	*Gallery Stroll Drawing*

SATURDAY, NOV. 29, 2003

10:30 AM	Ladies Slalom, 1st Run – CB's - Eagle Race Arena
11:30 AM	Half Time Entertainment, Lunch at the Races – Eagle Race Arena
1:30 PM	Ladies Slalom, 2nd Run – CB's - Eagle Race Arena
2:30 PM	Ladies Slalom Awards – Eagle Finish Arena

Parking and Transportation

At this time Park City Mountain Resort is not scheduled to open to the public until November 22nd. For all ski events, the attendees will be directed to park at the High School lot and will take the public transit service into the resort. Transit will increase to 10 minute increments from that lot. Lot 5 and 6 at Deer Valley will also be overflow and can be accommodated through the current public transit route through the Lower Deer Valley area. The City's Transportation Department will monitor the impact to that route and increase service in that area if needed. For the Friday night Main Street Town Lift Celebrations, electronic signs will be in place in case of need for increase parking at PCMR and City Park. These will be utilized and transit will be ready for increased capacity on those routes.

Security

A crowd size between 1,500 - 5,000 people are expected to attend the races with another 500-700 expected to attend Main Street Celebration on Town Lift Plaza. With the expected crowd size the applicant has contracted Contemporary Security to provide crowd control for the events. The security company will meet with the park City Police

Department prior to the event. With the presence of additional security, the Police Department anticipates on having 2 officers at each race event and 2-4 officers present at the Main Street Celebration on Town Lift Plaza. Police will make sure sufficient officers are assigned.

Temporary Structures

The event will require tent permits, trailer permits, camera stand permits and bleacher permits. The resort will be using the City's bleachers which can accommodate attendees. All information regarding temporary structures will be submitted to the Building Department for permitting.

Fee Waiver Request

Section 4-8-9 of the Municipal Code provides applicants for Master Festival and Special Event Licenses with criteria to request a waiver for all or a portion of associated fees. The Section further states that fee waiver requests for all new applications be reviewed and approved or denied by the City Council. Eligibility for a full or partial fee waiver shall be determined pursuant to the following criteria, none of which shall be individually controlling. Park City Mountain Resort has requested a partial waiver of fees associated with the event. Please see text in italics for the applicant's response to the criteria.

A. For-profit or non-profit status of the Applicant;
Park City Mountain Resort is a for-profit corporation who is hosting the America's Cup for the 17th year. This event is an international competition sanctioned by the FIS and is the only World Cup Slalom and Giant Slalom competitions in Park City this winter season. The U.S. Ski & Snowboard Association is a non-profit organization which is the national governing body recognized by the U.S. Olympic committee to develop and prepare U.S. Ski and Snowboard Team athletes for national and international competition, including the Olympic games.

B. Whether the event will charge admission fees;
General Admission fees are set at $5.00, and lunch at the races tickets which include a souvenir are $25.00 - additional $3.00 service fee if purchased at Smith Tix

C. Whether the event is youth-oriented;
Yes the event provides youth an opportunity to see the World Cup athletes.

D. The duration of the event;
The Men's and Ladies Alpine ski competitions along with the Main Street Town Lift Plaza events will run on November 22nd through November 29th. All races should last no longer than two (2) hours. November 21st and 28th will be the Main Street Celebration component with music and food and a program on the Town Lift Plaza scheduled to last from 5:30 p.m. until 9 p.m.

E. Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;
The event will be advertised in Park City and also in the Slat Lake City area. All events will begin or conclude around lunch or dinner, giving the spectators an opportunity to enjoy lunch or dinner in Park City. Additionally, the event will provide Park City National Television coverage and a European feed which will help continue to promote Park City as a World Class Resort.

F. The degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;

The event will require City Police and Transit service, as well as building permits and assistance from the Streets and Parks Departments. The event is expecting a between 1,500 - 5,000 attendees at each ski event.

G. The season of occurrence; and

Early winter, opening celebration of the ski season, which begins one week prior to Thanksgiving and continues through the Thanksgiving Holiday weekend.

H. Demonstration of hardship by the Applicant.

The event is a partnership between Park City Mountain Resort and the US Ski and Snowboard Association. Sponsorships are limited, and the event is not profitable to either organization. However, the event is a Park City signature event and one which the community embraces as its own.

Included within the recommendation of approval of the event, Staff has added a finding regarding the approval of a partial fee waiver per the request. Please see fee estimate attached. Staff would like to reiterate to City Council that in the past, we have not waived police and transit costs. Park City Mountain Resort has requested a waiver of those costs this year. The transit and police wish to convey to Council that waiving these costs is waiving a hard and actual cost, not a fee, therefore staff would recommend denial of those fees being waived.

A.Department Review:

This event has been reviewed by the Police Department, Legal Department, Special Events and Facilities Department, Transit Department, and the City Manager's office.

Alternatives:

A. Approve the Request:

Approve the Fee Waiver and Master Festival License, as conditioned by staff, allowing the America's Opening events on November 21 through November 29, 2003, at Park City Mountain Resort.

B. Approve the Request with Changes:

Approve the fee waiver for transit and police costs, and approve the Master Festival License, allowing America's Opening Events on November 21, through November 29, 2003, at Park City Mountain Resort.

B. Deny the Request:

Deny the Master Festival License, thereby preventing the America's Opening events on November 21 through November 29, 2003, at Park City Mountain Resort.

C. Continue the Item:

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

D. Modify the Request:

Modify the parameters of the event and approve the Master Festival License and Fee Waiver, allowing the America's Opening events on November 21 through November 29, 2003, at Park City Mountain Resort.

Recommendation:

Staff recommends approval of the Master Festival License and Fee Waiver for the America's Opening events on November 21 through November 29, 2003, at Park City Mountain Resort, based on the following:

Findings of Fact:

1. The America's Opening events will be held at Park City Mountain Resort on November 21 through November 29, 2003. The events include ski races, celebrations on Town Lift Plaza, fireworks and a hospitality event. Additional parking lots will be located at the High School on the weekend competition days

and at Park City Mountain Resort and Deer Valley for all other parking associated with the events.

2. By providing alternative parking lots on high attendance days the impacts from the event should be limited. At the Park City Mountain Resort, Lowell Avenue will be signed one-way with traffic traveling south. This will alleviate congestion from cars and the City's buses in the area. The conduct of the America's Opening events will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.
3. The applicant is working with a private security company to provide security for the venue. The security team will meet with the Park City Police Department to review procedures. The presence of the private security will reduce the number of Police Officers needed to monitor the event. The America's Opening events will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The traffic surrounding the resort area will be monitored and Lowell Avenue will be one-way going south between Silver King and Shadow Ridge Drive. Additional parking lots will be used to reduce the number of on street parking surrounding the venue. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. No other Master Festival Licenses has been approved for this timeframe. Therefore America's Opening will not substantially interfere with any other Special Event or Master Festival for which a license has already been granted or with the provision of City services in support of other such events or governmental functions.
6. The organizer is providing sanitation, security, and adequate insurance for the event.
7. With the security provisions proposed the America's Opening events will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant does not demonstrate an inability or unwillingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
9. The applicant has been working with the Park City Fire District and the Summit County Health Department to obtain all applicable licenses.
10. The applicant shows significant reasons, such as the nature of the races as an event which promotes Park City as a Winter destination as well as maintains Park City's status as a World Class Resort, for a partial waiver of all City Services fees.
11. America's Opening is consistent with the City Council's Goal to continue to promote Park City as multi-seasonal resort by maintain its status as a World Class Resort which hosts such events as this.

<u>Conclusions of Law</u>:

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

Conditions of Approval:

1. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by November 10, 2003.
2. The applicant shall comply with all Summit County Health Department requirements for sanitation and food vendors.
3. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Applicant.
4. The Applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

Exhibits

Exhibit A - Fee Estimate

PARK CITY 1884 **FEE WAIVER REQUEST** **Chevy Truck America's Opening** **November 22 - 29, 2003**	**Special Events Department** **P.O. Box 1480** **Park City, UT 84060** **(435)615-5151** **Fax: (435) 615-4901**

ACCOUNT CODE	SERVICE DESCRIPTION	REQUESTED AMOUNT TO BE WAIVED	ESTIMATED FEES
	Special Events Office		
	Application Fee	**$50.00**	**$50.0(**
	Building Department		
	Inspection Fee @ $15.00/hr		**$120.0(**
	Tent Permit Fees		
	Tents >200 square feet @ .20/square foot		
	(1 60' x 120'	**$1,440.00**	**$1,440.0(**
	(1) 30' x 80'	**$480.00**	**$480.0(**
	(1) 20' x 20'	**$80.00**	**$80.0(**
	Tents <200 square feet @ $15.00/item (8 items)	**$120.00**	**$120.0(**
	Trailers @ .20/square foot		
	(1) 75' x 25'	**$375.00**	**$375.0(**
	(1) 70' x 15'	**$210.00**	**$210.0(**
	(1) 12' x 48'	**$115.20**	**$115.2(**
	(2) 30' x 15'	**$90.00**	**$90.0(**
	Video Screen	**$15.00**	**$15.0(**
	Generators @ $15.00/ea. (2 items)	**$30.00**	**$30.0(**
	Other temporary structures @ $15.00/ea.		
	(3 Stages	**$45.00**	**$45.0(**
	(4) scaffolding structures	**$60.00**	**$60.0(**
	(4) bleachers	**$60.00**	**$60.0(**
	Streets Department		
	Barricade Rental @ .38/barricade/day (375)		**$712.0(**
	Drop/pick-up Fee		**$150.0(**
	Electronic Signs @ $120/sign/day	**$1,200.00**	**$1,200.0(**
	Street Sweeper @ $137.25/hr	**$137.25**	**$137.2!**
	Police Department		
	Base Officer time @ $25/hr (24 hours total: 3 hours each day with 2 officers assigned 4 days) Race	**$600.00**	**$600.0(**
	Base Officer Time @ $25/hr (32 hours Total: 4 hours each Friday with 4 officers assigned for 2 days) Main Street **Transit Department**	**$800.00**	**$800.0(**
	Bus Service @ $56.15/hr, Additional Capacity on existing route		
	Friday the 21st, 2 buses from 6pm-10pm (8 hours)	**$449.20**	**$449.2(**
	Saturday the 22nd, 2 buses from 9am - 4pm (14 hours)	**$786.10**	**$786.1(**
	Sunday the 23rd, 2 buses from 9am - 4pm (14 hours) Friday the 28th, 2 buses from 9am -10 pm (26 hours) Saturday the 19th, 2 buses from 9am-4pm (14 hours)	**$786.10** **$1,459.90** **$786.10**	**$786.1(** **$1,459.9(** **$786.1(**
	Parks Department		
	Additional Garbage Cans, placement and pick-up @ $15.00/hr	**$45.00**	**$45.0(**
	Bleachers @ $50.00/set/day (4 sets) x 10 days	**$2,000.00**	**$2,000.0(**
	Banner Installation and Take-Down	**$180.00**	**$180.0(**
	TOTAL	**$12,399.85**	**$13,381.8!**
		Requested Amount to be Waived	**$12,399.8!**
		TOTAL BILL	**$982.0(**

City Council
Staff Report

Author:	**Alison Butz**
Subject:	**Village at the Lift - MFL**
Date:	**October 30, 2003**
Type of Item:	**Administrative – Special Events License Application**

PARK CITY 1884

Special Events and Facilities Department

Summary Recommendations:
Review and deny the Special Events License application for the Village at the Lift event from January 15 through January 25, 2004.

Description:

A. Topic:
Special Events License Application for the Village at the Lift event from January 15 through January 25, 2004.

B. Background:
Brothers III, Town Lift Café and Seasons Day Spa have submitted an application for an event on the Town Lift Plaza, located at 825 Main Street. The event application is for a ten (10) day event on the plaza within a tent which includes private activities from video games, access to the internet, press junkets, luncheons, cocktails and other events including parties (with live performance/entertainment, after premier parties, film forums (discussion), areas where film industry person can conduct quiet business meetings, areas for relaxing and a viewing party for TV or late night films. The scope of the event also includes the parking and display of vehicles on the upper plaza and at the Main Street level entrance. The event would run concurrently with the Sundance Film Festival, from January 15 through January 25, 2004.

Since the original submission of the application, Brothers III scaled back the application to allow Staff to process the application as a Special Event. The original application anticipated a larger crowd size exceeding 500 people, as well as requested a variance from the Noise Ordinance. The request no longer includes those elements.

Staff has reviewed the application and has given approval for the location of the tent and activities within. However, Staff has conditioned the approval to not allow the ability to park and display a vehicle on both the upper plaza and on the Main Street level entrance plaza. The applicant has appealed Staff's determination that the display of a vehicle on the upper deck and outside the Main Street Level entrance.

C. Analysis:
The applicant has submitted a Special Event License application for the Village at the Lift event. Staff reviewed the event and has approved the event complies, but has conditioned the approval to prohibit the request to display two vehicles on the property.

The application states that additional parking spaces will be made on the Town Lift Plaza and on the Main Street entrance plaza in order to accommodate the display of vehicles by corporate sponsors of the activities within the tent and building. The purpose for the parking spaces is the display of outdoor merchandise, which does not comply with the Land Management Code requirement of no vehicle displays outside of a designated parking space. Not only does the display not comply with the Land Management Code the proposed parking spaces are located on pedestrian plazas and entryways which serve as a pedestrian gathering space and circulation connection between Main Street, the Town Lift, and adjacent commercial and residential uses.

Special Event License approvals are based on criteria stated within Section 4-8-5 of the Municipal Code which require a finding that the conduct of the event will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue as well as the Applicant fails to provide any other services or facilities necessary to ensure compliance with City noise, sign, or other applicable ordinance(s).

Applications for Master Festivals and Special Events shall be reviewed for compliance with the standards provided within Section 4-8-5 of the Municipal Code. The Special Events Manager or City Council may prohibit or restrict any Special Event or Master Festival whenever any of the conditions enumerated in the Section is found likely to occur, unless the event is modified to eliminate said condition.

Staff has approved the event and allowed it to take place with the condition to eliminate the request to display vehicles on the property. The applicant has requested Staff move forward with the processing of the application and have appealed Staff determination to the City Council.

The City Council shall hear appeals at a duly noticed public hearing of the City Council. The City Council shall review the application for compliance the standards set forth at Section 4-8-5, and shall record its decision with written findings of fact, conclusions of law, and conditions of approval, if applicable. Written notice of the City Council's decision shall be delivered to the Applicant within ten (10) days of the date of decisions

D. Department Review:
The Special Event Application has been reviewed all applicable City departments.

Alternatives:

A. Affirm:
Affirm Staff's approval of the application with the condition to prohibit the display and parking of vehicles on the property.

B. Reverse:
Reverse Staff's condition, thereby allowing the display of vehicles on the property.

C. Continue the Item:
The City Council may continue the item for more information and discussion.

Significant Impacts:

The Village at the Lift event, as proposed, requires additional licensing beyond the scope of normal business licensing. If the application were to be revised to meet the Land Management Code the event can still move forward under a Special Event review process.

Consequences of not taking the recommended action:
If the event were approved, as proposed, the Council will be approving an action which conflicts with existing ordinances so the event cannot be approved if proposed. Council, if inclined can direct Staff to return with an amendment to the Land Management Code allowing for vehicle display on private property.

Recommendation:
Review and deny the Special Event License application for the Village at the Lift event from January 15 through January 25, 2004, based on the following:

Findings of Fact:

1. The Village at the Lift event requires additional licensing beyond the scope of normal business licensing due to the anticipated event scope.
2. The Village at the Lift event has included a request to park and display two vehicles, one on the upper plaza and one at the Main Street entrance, which does not comply with the Land Management Code provisions for display of Outdoor Merchandise.
3. The Town Lift plaza serves as a pedestrian gathering space and circulation connection between Main Street, the Town Lift, and adjacent commercial and residential uses.
4. The Special Event application submitted states that vehicles will drive to the plazas throughout the day and park in a designate area on the plaza when the vehicle is not in use.
5. The movement and display of the vehicles in designated pedestrian areas will disrupt the pedestrian traffic on the property.

Exhibits:
Exhibit A – Special Events License Application
Exhibit B – Administrative Approval of Special Event License
Exhibit C – Letter requesting Council's review of appeal

PARK CITY MUNICIPAL CORPORATION
MASTER FESTIVAL AND SPECIAL EVENTS APPLICATION

A completed electronic copy submitted to the Special Events Department is preferred

EVENT NAME: Village At The Lift

EVENT DATE(S): 1/15/04 to 1/25/04

TYPE OF EVENT: please check one of the following

☐ **Special Event,** applications require a 60 day review period.
Any event, public or private, with either public or private venues, which creates significant public impacts through the use of public property or employees, or could reasonably be interpreted to cause significant public impacts via disturbance, crowd, traffic/parking, disruption of the normal routine of the community or affected neighborhood, or necessitates temporary business or liquor licensing in conjunction with the public impacts.

☒ **Master Festival,** applications require a 90 day review period.
Any event held on public or private property in which the general public is invited with or without charge and which creates significant public impacts through any of the following: (a) the attraction of large crowds, (b) necessity for street closures, (c) use of public property, (d) use of City transportation services, (e) use of off-site parking facility, (f) use of amplified music in or adjacent to a residential neighborhood.

APPLICANT: (name of organization) Brothers III, Town Lift Café, Seasons Day Spa

CONTACTS

Event Manager: Ed Sweeney
Address: 825 Main Street
Phone: 435-615-8852 Fax:435-615-9852
Cell Phone: 801-509-6726
E-Mail: ed@fundgrup.com

Assistant Event Manager: Mike Sweeney
Address: 825 Main Street
Phone: 435-658-2639 Fax:435-615-9852
Cell Phone: 801-244-9696
E-Mail: mesgold@yahoo.com

CORPORATE SPONSORS:

INSURANCE

submitted: ☐ yes ☒ no
if no, then when: Insurance is in place.

EVENT INFORMATION

General

- location(s): 825 Main Street (includes Main Street Level and Town Lift Plaza Level) and 875 Main Street small commercial space. Applicant Brothers III, LLC is owner of 825 Main Street and will submitt permission from owners of 875 Main Street later.
  written permission from the private property owner included? ☐yes ☒no ☐n/a

- anticipated attendance: Over the 10 days, not including skiers and boarders using the Town Lift, between 5,000 to 6,000 (average of 600 persons per day). Because the activities are spread over the day at any point in time the concentration of people will vary. During the evening hours are when the greatest number of people will be at the Village.
  estimated length of stay for attendees: 2 to 6 hours

- event times: Morning (beginning 10 am), Lunch (beginning 12:00 noon), Afternoon (beginning 4:00pm), Dinner (beginning 6:00pm), Evening (beginning 7:00pm) and Late Night (beginning 10:00 pm ending 1:00am). This are the same times as last year.

- event description: The Village will host private activities such as, video games, access to the internet, press junkets, luncheons, cocktails, and other events including parties (with live performances/entertainment), after premier parties, film forms (discussion), areas where film industry person can conduct quiet business meetings, areas for relaxing, a viewing party for TV or late night films.

- parking for event: (location) Town Lift Garage, Town Lift Deck & Main Street Level for Official Village Vehicles to transport Village guests. As in the past parking has never been a problem, most people arrive by walking to the Village, ride public transportation, are droped off or are chauffeured to the Village.
  written permission from private property owners included? ☐yes ☐no ☒n/a
  will there be transportation services to and from parking lots? ☐yes ☐no ☒n/a
  if yes, who is the transportation provider?
  if an evening event, is there lighting in the parking lot? ☒yes ☐no

- admission charge for the event? ☐yes ☒no
  if yes, then how much:

- ☐ profit or ☐ non-profit event (sponsored private parties)

- coordination with the Park City Chamber Bureau and Visitor's Center? ☐yes ☒no

- volunteers needed for the event? ☐yes ☒no
  if yes, describe number and general duties of volunteers:

Sales and Food Vending

- does the applicant have a current Park City Business License? ☒yes ☐no

- will there be the sale of merchandise and/or concessions? ☐yes ☒no
  - if yes, describe the items for sale and location of sales:
    - have the individual vendors filled out the local sales tax form? ☐yes ☐no
  - if yes, describe the number of food vendor, types of food to be served and cooking performed on site:
    - have the food vendors received a Summit County Temporary Food Service Permit? ☐yes ☐no
    - have the individual vendors filled out the local sales tax form? ☐yes ☐no

- will there be beer, wine and/or liquor sales during the event? ☐yes ☒no
  - if yes, describe the location, hours, type of containers and control of sales:
  - do the alcoholic beverage servers have state certified server training? ☐yes ☐no
  - is the application for a Park City beer or liquor license attached? ☐yes ☐no

City Services

- request for street closures? ☐yes ☒no
  - if yes, then list streets and closure times and dates:
  - is paid parking in place on the closed street? ☐yes ☐no
    - if yes, is the public parking facilities form completed and attached? ☐yes ☐no

- has the ambulance service been contacted regarding your event? ☐yes ☒no
  - if yes, will there be an ambulance or EMS assets on stand-by at the event? ☐yes ☒no
  - if yes, how many EMS personnel on site:
  - list Fire District contact person:

- will you be using a city park or city building? ☐yes ☒no
  - if yes, has a reservation been made? ☐yes ☐no
  - do you need extra trash containers supplies? ☐yes ☐no

- do you desire law enforcement services beyond routine periodic patrol? ☐yes ☒no
  - if yes, for what purpose (security, traffic control, parking control)?

- where should bills be sent for any associated City and Health Department fees?
  - Address:
  - Phone: Fax:

- will there be a request for a fee waiver of any or all fees? ☐yes ☒no
  - if yes, is the request for a fee waiver attached? ☐yes ☐no

Temporary Improvements, Structures and Other Items

- using or storing flammable materials, including fuels, gasses, or fireworks? ☐yes ☒no if yes, describe storage locations and indicate those locations on attached site plan:

- will you be requesting permits for fireworks? ☐yes ☒no
  if yes, then describe location of fireworks display, times and types of fireworks:

- any electrical needs? ☐yes ☒no
  if yes, then describe the source and indicate those locations on attached site plan: As with last year, "par cans" will be used for low-level lighting at night on the Town Lift Deck and Main Street Patio, Source Four par 46 specialty lighting to used at night illuminatin Village and tent -- same as last year.
  if an evening event, will there be temporary lights installed? ☒yes ☐no
    if yes, are the plans attached? ☐yes ☐no

- list the number of trash containers and dumpsters at the location: 10+
  will additional trash containers and dumpsters be rented?
    if yes, how many: 3 to 4 small dumpsters -- same as last year.

    name of provider and phone number: BFI (435) 615-8311
    installation date and time: 5th of January 2004, whenever BFI delievers them to the Town Lift Garage.
    removal date and time: 30th of January 2004, whenever BFI picks them up from the Town Lift Garage.

- provide the number and description of existing toilets at the location: Five Restrooms.
  will portable toilets be rented? ☐yes ☒no
    if yes, how many and what locations:
    name of provider and phone number:
    installation date and time:
    removal date and time:

- will there be the installation of temporary signs for event? ☒yes ☐no
  if yes, list your anticipated signage needs: Signage will be placed over existing signs as last year, will work with Planning Department to develop a sign plan as was done last year.
  is there a sign plan attached? ☐yes ☒no

- will there be temporary structures such as grandstands, tents, etc? ☒yes ☐no
  if yes, is the Building Permit attached? ☐yes ☒no
  if using tents, will any exceed 200 square feet in size? ☒yes ☐no

- will there be animals present at gethering? ☐yes ☒no
  if yes, is the plan attached to address nuisances or health hazards associated with the condition? ☐yes ☐no

- will there be the installation of antenna for communications? ☐yes ☒no
  if yes, is the site plan and specifications of antenna attached? ☐yes ☐no

SUBMITTAL REQUIREMENTS

☐ completed application form, *a completed electronic copy is preferred*
☐ application fees (new event $100, returning event $50; additional fees for other services , including Health Department, will be estimated and provided to the applicant)
☐ insurance
☐ site plan detailing the following must be attached to the application:

street closures	signs	supply trucks
barricades	tents	activities
portable toilets	bleachers	other temporary structures
water stations	headquarters	solid waste containers
entrance/exits	walkways	

☐ Emergency Procedure Plan (sample available upon request)

Other information required where applicable

☐ attached or ☒ n/a special use for public parking facilities application
☐ attached or ☒ n/a Park City application for beer, wine and liquor sales and local consent form
☐ attached or ☒ n/a business license application
☐ attached or ☒ n/a Summit County temporary food service permit
☐ attached or ☐ n/a sign plan (pending)
☐ attached or ☐ n/a building permits (pending)
☐ attached or ☐ n/a structural information for tents over 200 square feet (pending)
☐ attached or ☒ n/a request for fee waiver
☐ attached or ☒ n/a copies of the local sales tax form, for each vendor, submitted to the state

MASTER FESTIVAL/SPECIAL EVENT LICENSE

Type of License: X Special Event ___ Master Festival

Event Name: Village at the Lift

Event Date(s): January 15 through January 25, 2004

Event Location: 825 Main Street

Licensee: Brothers III

Contact Person: Ed Sweeney

Approved By: X Special Events Manager ___ City Council of Park City

Approval Date: October 16, 2003

The Special Events Manager has approved the Special Event License for the Village at the Lift at 825 Main Street to be held from January 15, 2004 through January 25, 2004. This Special Event License has been issued under the authority described within the Park City Municipal Code Section 4-8-4(C) based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

<u>Findings of Fact</u>:

1. The Village at the Lift is a ten (10) day event on the plaza within a tent which includes private activities from video games, access to the internet, press junkets, luncheons, cocktails and other events including parties (with live performance/entertainment, after premier parties, film forums (discussion), areas where film industry person can conduct quiet business meetings, areas for relaxing and a viewing party for TV or late night films.
2. The Village at the Lift will use the underground parking at the facility for the attendees of the event as well as rely on Park City's public transportation system to get people to the location. The Village at the Lift will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area.
3. The Village at the Lift event anticipates no more than 450 attendees for the planned activities. Police and other public employees will be used but not to an extent where there will be a diversion of so great a number of police, fire or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The crowd associated with the Village at the Lift will be located within a tent on a private plaza. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety concerns.

5. The Village at the Lift event has included a request to park and display two vehicles, one on the upper plaza and one at the Main Street entrance, which does not comply with the Land Management Code provisions for display of Outdoor Merchandise.
6. The Town Lift plaza serves as a pedestrian gathering space and circulation connection between Main Street, the Town Lift, and adjacent commercial and residential uses.
7. The Special Event application submitted states that vehicles will drive to the plazas throughout the day and park in a designated area on the plaza when the vehicle is not in use.
8. The movement and display of the vehicles in designated pedestrian areas will disrupt the pedestrian traffic on the property.
9. The Sundance Film Festival has been issued a Master Festival License for the same time period. The Village at the Lift will not substantially interfere with the logistics and venues for the Sundance Film Festival for which a license has already been granted and with the provision of City services in support of other such events or governmental functions based on the following:
    a. While Village at the Lift is located on Main Street where Sundance Film Festival has venues, the event at the lift is above the Main Street level and will be contained within a tent;
    b. The Village at the Lift and Sundance Film Festival will overlap in time periods, but the event at the lift is not open to the general public and will not be taking away the draw from the Sundance Film Festival;
    c. The Village at the Lift cannot accommodate more than 450 people within the tent and will be a small impact to the Main Street area;
    d. The maximum crowd allowed within the tent is 450 people and all activities associated with the Village at the Lift will be located within the tent. There is no necessity for public personnel, equipment, and/or transportation services at the event; and,
    e. The Village at the Lift is located above a parking garage designated for the building tenants and public parking. Due to the anticipated size of the event adequate parking can be accommodated on site.
10. The organizer is providing adequate insurance for the event.
11. Due to the nature of the Village at the Lift, the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
12. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

1. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting.
2. All signs shall be reviewed and approved by the Special Events Department and shall comply with Title 12 of the Municipal Code.

3. No display or parking of vehicles shall occur on the upper plaza or Main Street entrance.
4. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Applicant.
5. The Applicant shall provide to the Special Events Manager proof of liability insurance as required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

APPROVED this 16th day of October, 2003.

PARK CITY MUNICIPAL CORPORATION

Alison Butz, Special Events Manager

Brothers III, LLC
PO Box 2429
Park City, Utah 8 4060
Tel: (801) 244-9696 or (801) 509-6726 Fax: (435) 649-6215
Email mesgold@yahoo.com or ed@fundgroup.com

October 27, 2003

Alison Butz, Facilities and Special Events Manager
Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, Utah 84060-1480

Re: Special Event Permit Appeal

Dear Alison:

This letter is Brothers III, LLC's appeal to the Council of a portion of the Special Event Permit Conditions of Approval, in particular, Conditions 2 and 3. The following sets forth our reasons for the appeal.

Condition 2: "All signs shall be reviewed and approved by the Special Events Department and shall comply with Title 12 of the Municipal Code."

- We need clarification that a Special Event Permit is treated the same as a Master Festival Permit with respect to allowing corporate sponsor banners pursuant to Section 12-11-6 (C).

Condition 3: "No display or parking of vehicles shall occur on the upper plaza or Main Street entrance."

<u>Sweeneys Position</u>:

Corporate underwritings "sponsorships" are a necessary component in bringing special events to Park City. Without corporate sponsors, it is doubtful that any of the major special events would take place in the City. For example, General Motors has been a corporate sponsor for America's Cup for a number of years at the Park City Mountain Resort. Ken Garff Automobile dealership was a corporate sponsor for the 2003 Park City Art Festival. Volkswagen is a major corporate sponsor for the 2004 Sundance Festival. It is in the best interest, therefore, of the City to allow corporate sponsors to display products and signage during these events in a tasteful manner.

The foregoing is consistent with the economic development goals the City Council is currently working on. The Vision Statement reads: "To provide long-term economic health for the greater Park City region through a proper balance of tourism initiatives and quality of life ..." Goal One reads, "Make Park City more inviting and 'User-Friendly' for organizers to throw events and for attendees to enjoy them." Goal Two reads, "Maintain and improve upon the Quality of Life." Corporate sponsorship clearly supports Goal One as discussed in the preceding paragraph. Events such as the Village at the Lift clearly support Goal Two by moving private parties and event venues out of residential neighborhoods.

The Sweeneys believe every owner of private property has the right to benefit economically from the reasonable use of their property. We know that Sundance Institute is upset that our client, Best Events, has corporate sponsors that underwrite the Village at the Lift. However, without corporate sponsors, venues such as the Village at Lift will not be available and private parties and events that otherwise would happen on Main Street will once again happen in residential areas and Main Street will lose business.

We have tried to work with Sundance Institute to resolve their issue with corporate sponsors at the Town Lift Plaza. Just as a reminder, we offered in 2002 the use of our Town Lift Plaza deck to Sundance Institute for Sundance 2003. They turned the offer down. Then this year, we met with Sundance Institute to see if we, along with Jeffery Best of Best Events, could somehow work with Sundance Institute. Jeffery even offered to get his sponsors to contribute to Sundance Institute. That offer was turned down as well. Bottom line, the Sundance Institute, in our opinion, wants to control marketing in Town during the Festival for the benefit of its sponsors and to the exclusion of their sponsor's competitors. Although we support and applaud the efforts of the Sundance Institute with respect to the Festival and the good it brings to Town, we believe it is inappropriate for the City to limit corporate sponsorship of activities on private property during the Festival to a select list determined by Sundance.

Furthermore, we are troubled by the Staff's position that we registered a complaint against Deer Valley and the Mountain Resort for violating Park City Codes with the display of vehicles outside of designated parking spaces. By way of clarification, we simply made the Staff aware that other businesses in Park City, e.g. Deer Valley, the Mountain Resort and Sundance (see picture) have been displaying vehicles of their corporate underwriters for years and have not been sited for a Code violation. Our position is just opposite of that portrayed by the Staff, we believe Deer Valley, the Mountain Resort, the Sweeneys and others should have this right to park corporate sponsored vehicles on private property provided such does not jeopardize the health, welfare, and safety of Park City residents and visitors and that such is consistent with the above mentioned City Council economic development goals.

In conclusion, we respectfully request that the City Council allow corporate display of signage or product on our private property during the period of time and location applied for in our special event permit application.

We appreciate working with you and we will endeavor to move forward is a positive manner.

Sincerely,
Brothers III, LLC

Michael E. Sweeney, Patrick J. Sweeney, Edward S. Sweeney
Members

Cc: Dana Williams, Mayor
Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, Fred Jones, City Council
Tom Bakaly, City Manager

City Council Staff Report

Planner:	**Kevin LoPiccolo**
Subject:	**7160 Little Belle #20**
Date:	**October 30, 2003**
Type of Item:	**Legislative; Record of Survey Plat Amendment**

Summary Recommendation: The Planning Department recommends that the City Council approve this application subject to the Findings of Fact, Conclusions of Law, and Conditions of Approval set forth in this report.

A. Topic:

Applicant:	Anthony Kimmi
Location:	7160 Little Belle Condominiums #20
Proposal:	Amendment to Record of Survey
Zoning:	Residential Development - RD
Adjacent Land uses:	Commercial/Residential
Date of Application:	August 27, 2003

B. Background

The Planning Commission reviewed this application request and forwarded a positive recommendation to the City Council at their October 22, 2003 meeting. The Commission reviewed a proposal to amend the condominium record of survey plat to allow existing limited common deck area to be enclosed and converted to private living space. The proposed conversion will consist of a 64 square foot entry addition.

C. Analysis

Staff has no outstanding issues with this proposal. No further parking is required as no additional bedrooms are created and the additional square footage does not otherwise create a demand for additional parking. The amendment results in no change in open space or setbacks.

Criteria for Review:

Plat amendments require discretionary approval by the City. Pursuant to the Land Management Code and State Subdivision statutes, the Council must be able to conclude that:

1. There is good cause for the amendment.
2. Neither the public nor any person will be materially injured by the proposed plat amendment; and
3. Neither the public nor any person will be materially injured by the proposed a amended plat.

D. Department Review

This project has been reviewed by the Building, Engineering, and Legal Departments. There are no outstanding issues. At such time as a final plat is required, the City Engineer and City Attorney will review the plat as to form and compliance with the Land Management Code prior to recording it.

Alternatives:

A. Approve the proposed record of survey to amend the Little Belle Condominium plat to allow unit 20 to construct 64 square foot entry addition.

B. Deny the request and retain the original Record of Survey which would prohibit the applicant from construction of an entry addition to the condominium.

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

Significant Impacts: The proposed amendment will result in granting the property owner the ability to construct and enclose an entry addition of approximately 64 square feet. The plat amendment will not increase the density or place greater demands on required parking.

Consequences of not taking the recommended action: If the plat amendment is not approved as proposed, unit 20 of Little Belle Condominiums would remain as is. The property owner would not have the ability to move forward with the construction of the entry addition.

E. Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also placed in the Park Record on October 8, 2003. Several Little Belle residents have called, but have not voiced any opposition to the proposed entry addition to unit 20.

F. Recommendation

Staff recommends that the City Council approve the amended record of survey based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The condominium unit known as Units 20 of the Little Belle Condominiums is located at 7160 Little Belle Court which is zoned RD-MPD.
2. The proposed amended record of survey adds private living space and changes limited common and common area to private ownership.
3. A vote exceeding 66.66% for approval of the amendment was received by the members of the Homeowners association; record of this vote has been received by the Planning Department.
4. The Planning Commission reviewed this application request and forwarded a positive recommendation to the City Council at their October 22, 2003 meeting.
5. The addition will not encroach into the required setbacks for the project.
6. The addition will not leave the project below the required 60% open space for an

MPD.

7. The number of bedrooms does not increase.
8. No additional parking is required as a result of this floor area expansion.

Conclusions of Law

1. There is good cause for this Amended Record of Survey.
2. The Amended Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Amended Record of Survey.

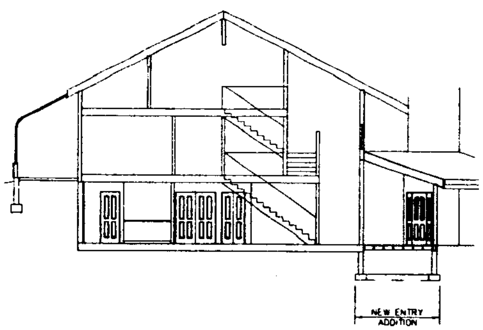
Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the Amended Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.
2. The applicant will record the Amended Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year of approval date, this approval and the plat will be void.
3. All other conditions of approval of the Little Belle Condominiums MPD apply.

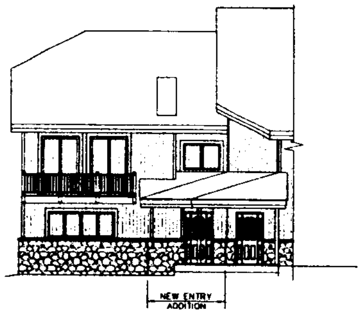
Exhibits

A. Record of Survey
B. Elevations
C. Draft Ordinance

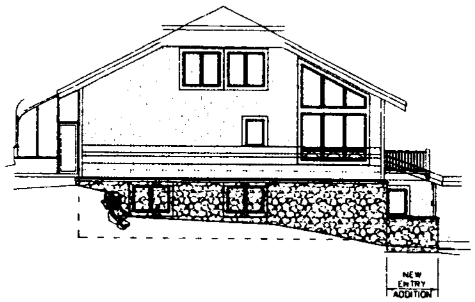
M:\KL\CC 2003\PLATS\littlebelle7160ph1.doc



SECTION – LOOKING SOUTH
SCALE 1"=8'



WEST ELEVATION
SCALE 1"=8'



NORTH ELEVATION
SCALE 1"=8'

PROPERTY DESCRIPTION:

All of Unit No. 20 of the "LITTLE BELLE CONDOMINIUMS", recorded on December 21, 1981 as Entry No. 186813, on file at the Summit County Recorder's Office, and as amended herein

AMENDMENT NOTE:

This Plat is Amended for the purpose of transferring ownership of approximately 63.86 square feet of property from the "Little Belle Homeowner's Association" to the Owners of Record of Unit No. 20 of the "LITTLE BELLE CONDOMINIUMS", recorded on December 21, 1981 as Entry No. 186813, on file at the Summit County Recorder's Office. No modifications, amendments or changes to the Plat Boundary, nor any other Units not specifically noted on this Amended Plat are made.

SURVEYOR'S CERTIFICATE:

I, Randy J. Sorenson, on behalf of the Jack Johnson Company, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 155696 as prescribed under the laws of the State of Utah. I further certify that the plat shown hereon is a correct representation of Unit 3 as Amended, and that this plat has been prepared in conformity with the minimum standards and requirements of the law.

Randy J. Sorenson

Date

CONSENT TO RECORD:

The undersigned, James H. Frabee, President of the "Little Belle Homeowner's Association", a Utah nonprofit corporation, pursuant to that "Amendment To Condominium Declaration", adopted June 28, 2003, by said corporation, hereby consents to the Recordation of this Amended Plat of Unit 20 of the "Little Belle Condominiums", A Utah Condominium Project.

Executed this ________ day of ____________ 2003

Little Belle Homeowner's Association,
a Utah nonprofit corporation

By: James H. Frabee, President

ACKNOWLEDGMENT

State of |
County of |

On this ________ Day of ____________, 2003, personally appeared before me, James H. Frabee, who being by me duly sworn, did say he is the president of the "Little Belle Homeowner's Association", a Utah nonprofit corporation, and pursuant to that "Amendment To Condominium Declaration", adopted June 28, 2003 by said corporation, the within and foregoing Consent to Record, was signed on behalf of said corporation and duly acknowledged that said corporation executed the same.

Notary Public

My Commission expires ____________

CONSENT TO RECORD:

The undersigned, Daniel S. Gorman and Teri Gorman, owners, hereby consent to the Recordation of this Amended Plat of Unit 20 of the "Little Belle Condominiums", A Utah Condominium Project.

Executed this _____ day of ____________ 2003

Daniel S. Gorman

Teri Gorman

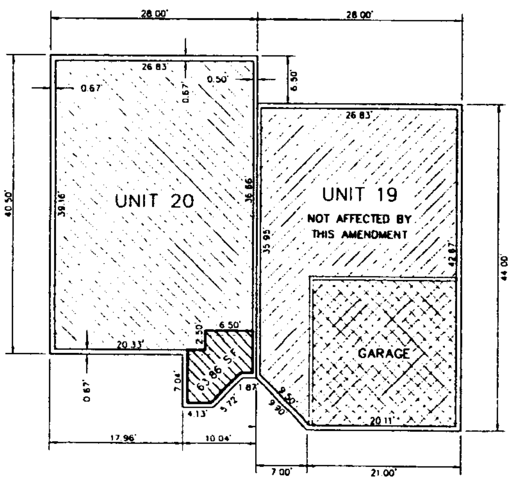
ACKNOWLEDGMENT

State of |
County of |

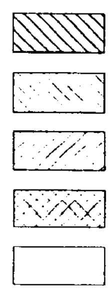
On this ________ Day of ____________ 2003 personally appeared before me, Daniel S. Gorman and Teri Gorman, who being by me duly sworn, did say they are the owners of Unit 20 of the "Little Belle Condominiums", A Utah Condominium Project, and the within and foregoing Consent to Record, was signed by them and they duly acknowledged that they executed the same.

Notary Public

My Commission expires ____________



LOWER LEVEL FLOOR PLAN
SCALE 1"=8'



AMENDED PRIVATE OWNERSHIP (UNIT 20)

EXISTING PRIVATE OWNERSHIP (UNIT 20)

EXISTING PRIVATE OWNERSHIP (UNIT 19)

LIMITED COMMON AREA

COMMON AREA

AMENDED UNIT No. 20
LITTLE BELLE CONDOMINIUMS
A Utah Condominium Project

LOCATED IN NORTHEAST QUARTER OF SECTION 28,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED
BY THE PARK CITY PLANNING COMMISSION ON THIS ________
DAY OF ____________, 2003

CHAIRMAN

WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS ON THIS ________
DAY OF ____________, 2003

S.B.W.R.D. (REPRESENTATIVE)

CITY ENGINEER

REVIEWED FOR CONFORMANCE WITH AVAILABLE INFORMATION IN
THE PARK CITY ENGINEERING DEPARTMENT ON THIS ________
DAY OF ____________, 2003

CITY ENGINEER

CITY COUNCIL

PRESENTED TO THE PARK CITY COUNCIL THIS ________
DAY OF ____________, 2003
AT WHICH TIME THIS PLAT WAS APPROVED.

MAYOR

CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS ____________
DAY OF ____________, 2003

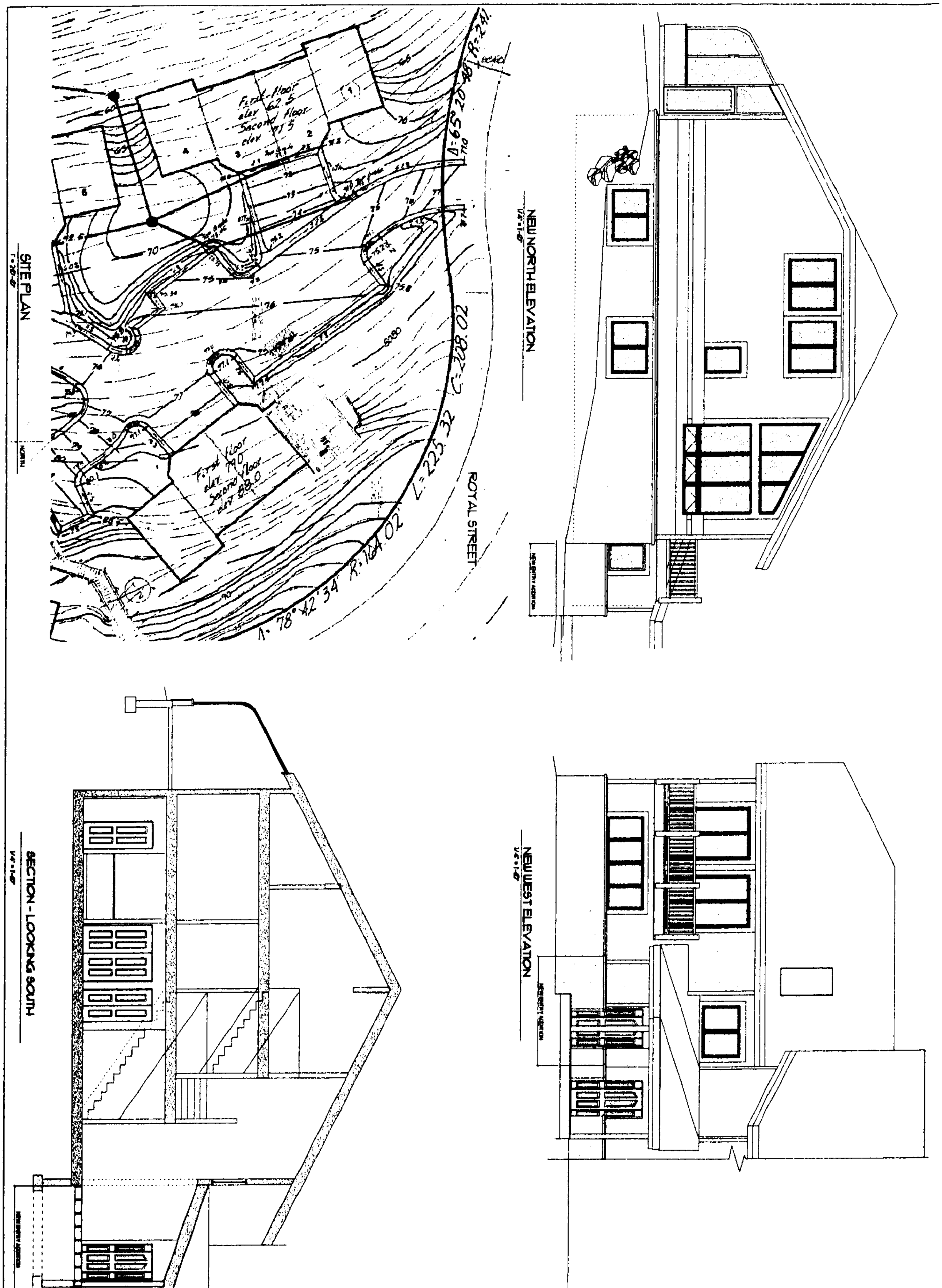
CITY ATTORNEY

RECORDED

ENTRY NO. ________ BOOK ________ PAGE(S) ________
STATE OF ____________ COUNTY OF ____________
DATE ____________ TIME ____________
RECORDED AND FILED AT THE REQUEST OF

COUNTY RECORDER

JACK JOHNSON COMPANY
Designing World Destinations



German Remodel

Project: —
Date: 7/8/03
Drawn: ALK

Unit #20, Little Belle Condominiums
7160 Little Belle Court
Park City, Utah

ANTHONY L. KIMMI - ARCHITECT

12 Thaynes Canyon Drive Park City, Utah 84060 FAX 435.647.5846 Phone 435.647.5846

STATE OF UTAH LICENSED ARCHITECT ANTHONY L. KIMMI

Sheet Title: ELEVATION & SECTIONS & SITE PLAN

Drawing Number: A2

RECEIVED AUG 27 2003 PARK CITY PLANNING DEPT.

Ordinance No. 03

AN ORDINANCE APPROVING AN AMENDMENT TO THE LITTLE BELLE CONDOMINIUMS RECORD OF SURVEY PLAT TO EXPAND THE PRIVATE OWNERSHIP AREA OF UNIT 20 OF THE LITTLE BELLE CONDOMINIUMS

WHEREAS, the owner, of Unit 20 of the property known as Little Belle Condominiums, have petitioned the City Council for approval of a subdivision plat; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on October 22, 2003, the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owners to expand the private ownership area of unit 20; and

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

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The condominium unit known as Unit 20 of the Little Belle Condominiums is located at 7160 Little Belle Court which is zoned RD-MPD.
2. The proposed amended record of survey adds private living space and changes limited common and common area to private ownership.
3. A vote exceeding 66.66% for approval of the amendment was received by the members of the Homeowners association; record of this vote has been received by the Planning Department.
4. The Planning Commission reviewed this application request and forwarded a positive recommendation to the City Council at their October 22, 2003 meeting.
5. The addition will not encroach into the required setbacks for the project.
6. The addition will not leave the project below the required 60% open space for an MPD.
7. The number of bedrooms does not increase.
8. No additional parking is required as a result of this floor area expansion.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this Amended Record of Survey.

2. The Amended Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Amended Record of Survey.

SECTION 3. CONDITIONS OF APPROVAL. The proposed subdivision plat attached as Exhibit B is hereby adopted with the following Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Amended Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.
2. The applicant will record the Amended Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year of approval date, this approval and the plat will be void.
3. All other conditions of approval of the Little Belle Condominiums MPD apply.

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

PASSED AND ADOPTED this 30th day of October, 2003.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

City Council
Staff Report

PARK CITY
1884

CITY ENGINEER

Author: Eric DeHaan, P.E. City Engineer
Subject: Acceptance of Public Improvements Eagle Pointe Phase 3, a portion of Meadows Drive, and The Cove at Eagle Mountain Phase 2
Date: November 6, 2003
Type of Item: Administrative

Summary Recommendations:
Approve the ordinance accepting the public improvements at Eagle Pointe Phase 3 subdivision, The Cove at Eagle Mountain Phase 2 Subdivision, and a Portion of Meadows Drive.

Description:

A. Topic:
The three subject developments were properly approved by the Planning Commission and City Council. Construction of the relevant public improvements has been completed and inspected by the City Engineer. This action will transfer ownership of the public improvements to the City in a timely manner.

B. Background:
The original Park Meadows Master Plan was originally approved in the early 1980s. Numerous developments in Park Meadows have now been completed in accordance with the Park Meadows Master Plan as amended from time to time. The final subdivision plat for Eagle Pointe Phase 3 was approved by the City Council on September 2, 1999. A sketch of Eagle Pointe Phase 3 is attached. The portion of Meadows Drive linking Eagle Pointe to The Cove at Eagle Mountain, the subject portion of Meadows Drive of interest here, was approved by Council on March 22, 2001. Mapping of the portion of Meadows Drive is attached. The plat for The Cove at Eagle Mountain Phase 2 was approved by the City Council originally on September 2, 1999. On January 11, 2001, the Council approved an extension of the approval of the plat after several neighborhood concerns regarding the adjacent Phase 1 were addressed by the developer. A sketch of The Cove at Eagle Mountain Phase 2 is attached. In the past three years the actual construction work has been completed and inspected. Numerous vacant lots remain at both Eagle Pointe 3 and Cove Phase 2, but that fact doesn't enter into the acceptance of the public improvements.

C. Analysis:
The public improvements consist of roads, storm drain systems, public trails, and water systems. The roads in Cove Phase 2 are private, so the City's acceptance of

public improvements there is limited to the water system. Storm runoff from all the areas is detained prior to release into our surface streams, thus meeting Park City's water quality enhancement goals per our Storm Water Pollution Prevention Plan, which is the subject of an agreement between Park City and Utah Department of Environmental Quality. Concerns about speeding vehicles in north Park Meadows were addressed with a traffic-calming design which includes a very narrow section of Meadows Drive. The road system is functioning well, although some concerns remain in Ridgeview Subdivision regarding speeding by residents of Eagle Pointe and The Cove on their way to SR 224. The City's Traffic Calming Committee and our Police Department continue to work to resolve those speeding concerns.

D. Department Review:
This report has been reviewed by Public Works and the City Manager.

Alternatives:

A. Approve the Request:
Approving the ordinance will transfer ownership of public improvements to Park City in an orderly fashion.

B. Continue the Request:
If the Council needs more information the item can be continued.

Significant Impacts:
There are very few significant fiscal impacts to Park City. Additional snow removal costs will accrue to the City when 50% of the lots in Eagle Pointe Phase 3 contain legally occupied houses. We have already been plowing all of Meadows Drive for emergency access around Park Meadows. The streets in Cove Phase 2 are private. The water department will assume maintenance of the water system throughout all three developments, but our exposure to repair costs is mitigated by the one-year warranty period which commences with acceptance by Council. Significant financial guarantees are in place for the one-year period to protect the City against any failures of the public improvements.

Consequences of not taking the recommended action:
Not accepting the public improvements at Eagle Pointe Phase 3, Meadows Drive, and The Cove at Eagle Mountain Phase 2 would leave the maintenance responsibility for important services in limbo until the acceptance occurs.

Recommendation:
Staff recommends that Council approve the Ordinance Accepting the Public Improvements at Eagle Pointe Phase 3 Subdivision, The Cove at Eagle Mountain Phase 2 Subdivision, and a portion of Meadows Drive.

Exhibits:
Exhibit A – Eagle Pointe Subdivision, Phase III
Exhibit B – Quarry Mountain and Sandstone Cove MPDs
Exhibit C – Meadows Drive Road Dedication Plat
Exhibit D – The Cove at Eagle Mountain Phase II

EAGLE POINTE SUBDIVISION PHASE III

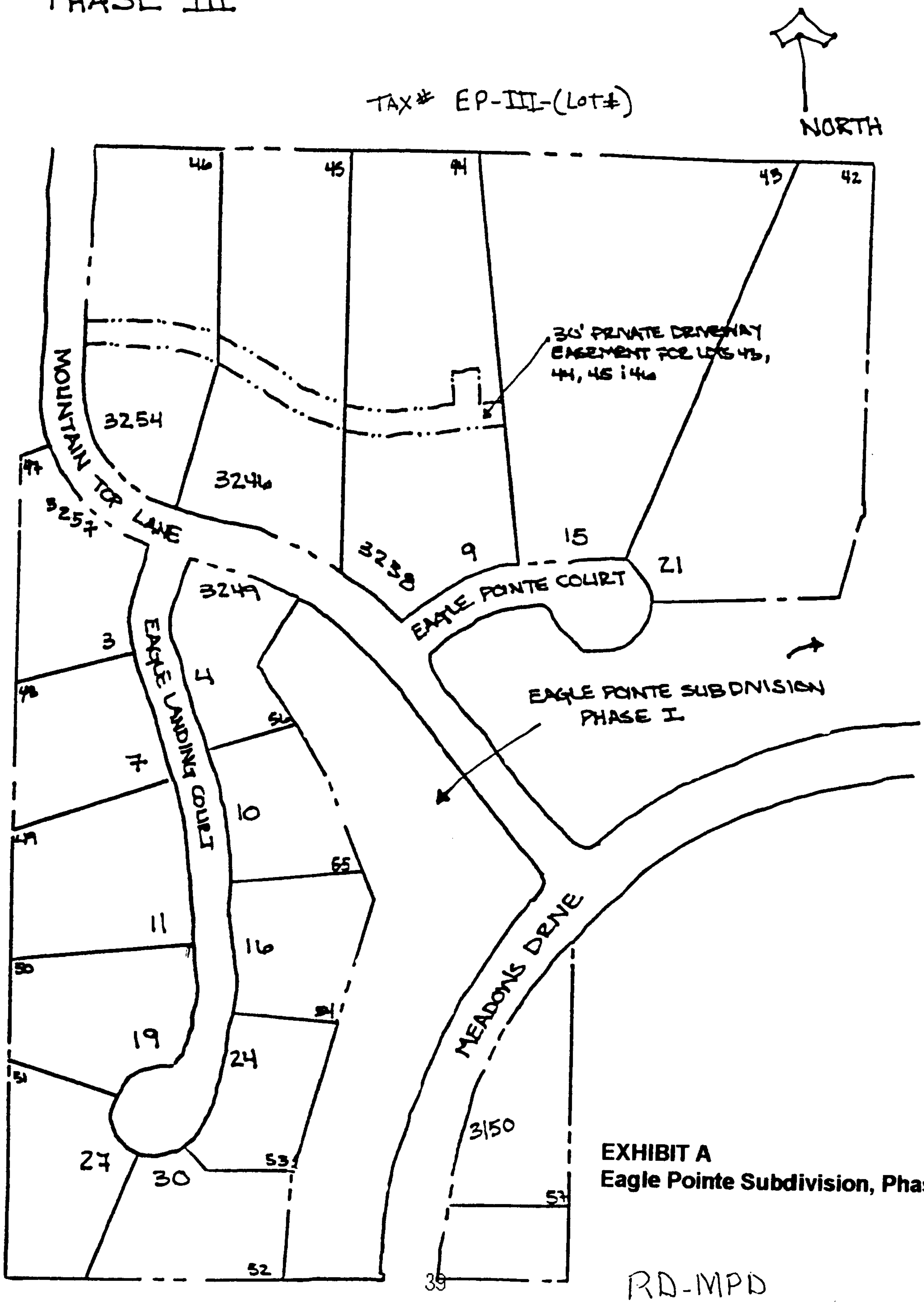


EXHIBIT A
Eagle Pointe Subdivision, Phase III

RD-MPD

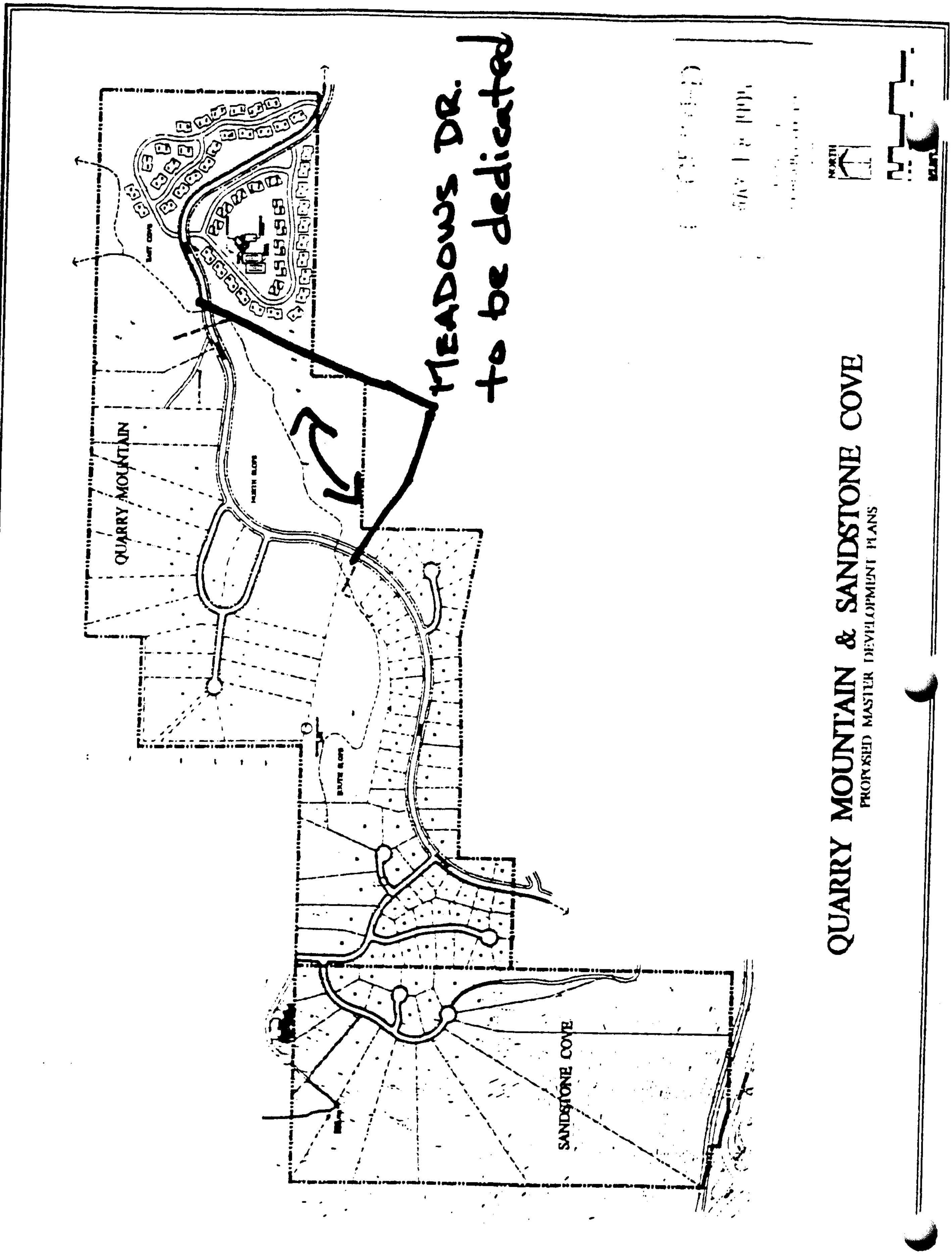


EXHIBIT B
Quarry Mountain and Sandstone Cove MPDs

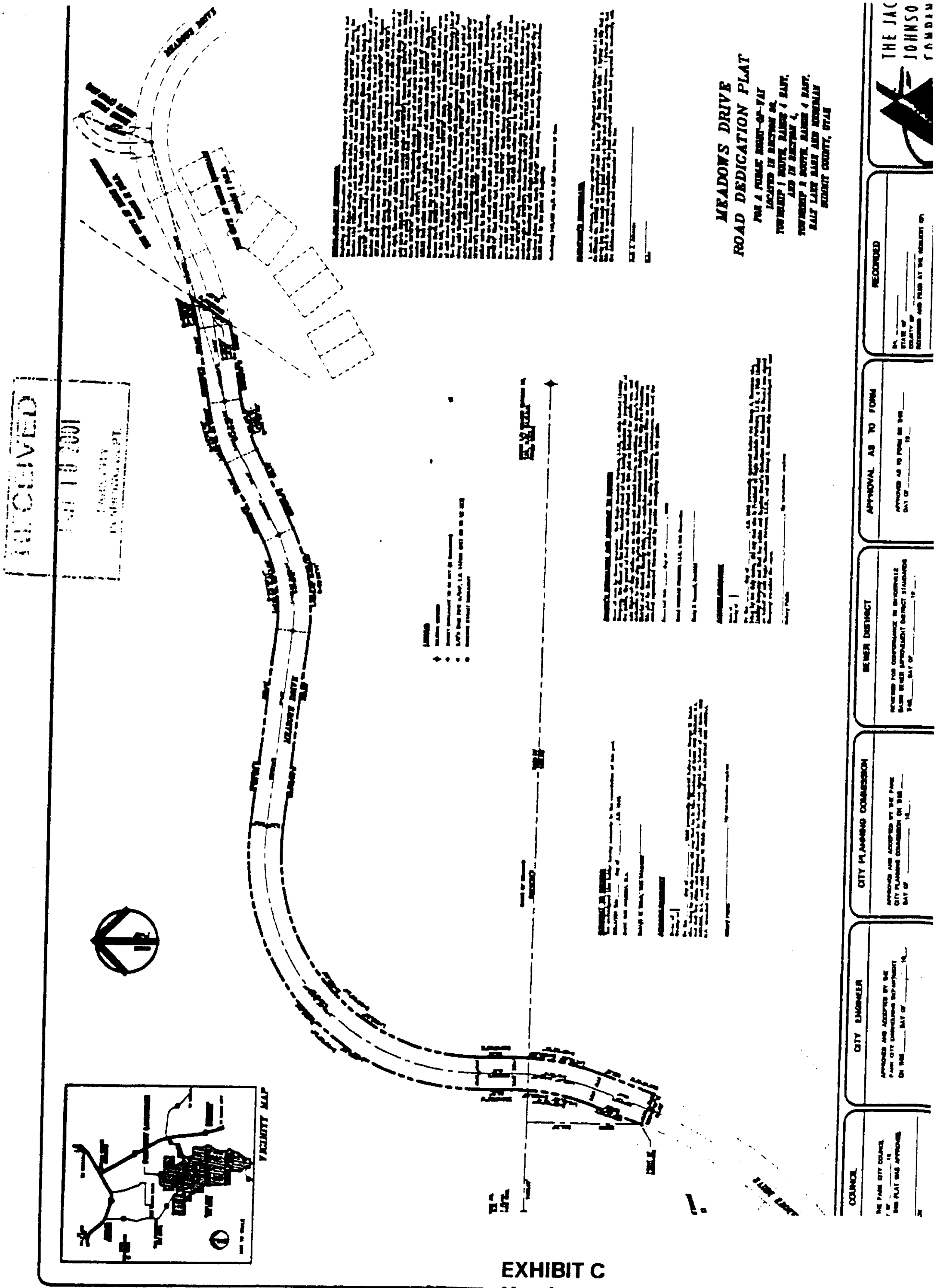
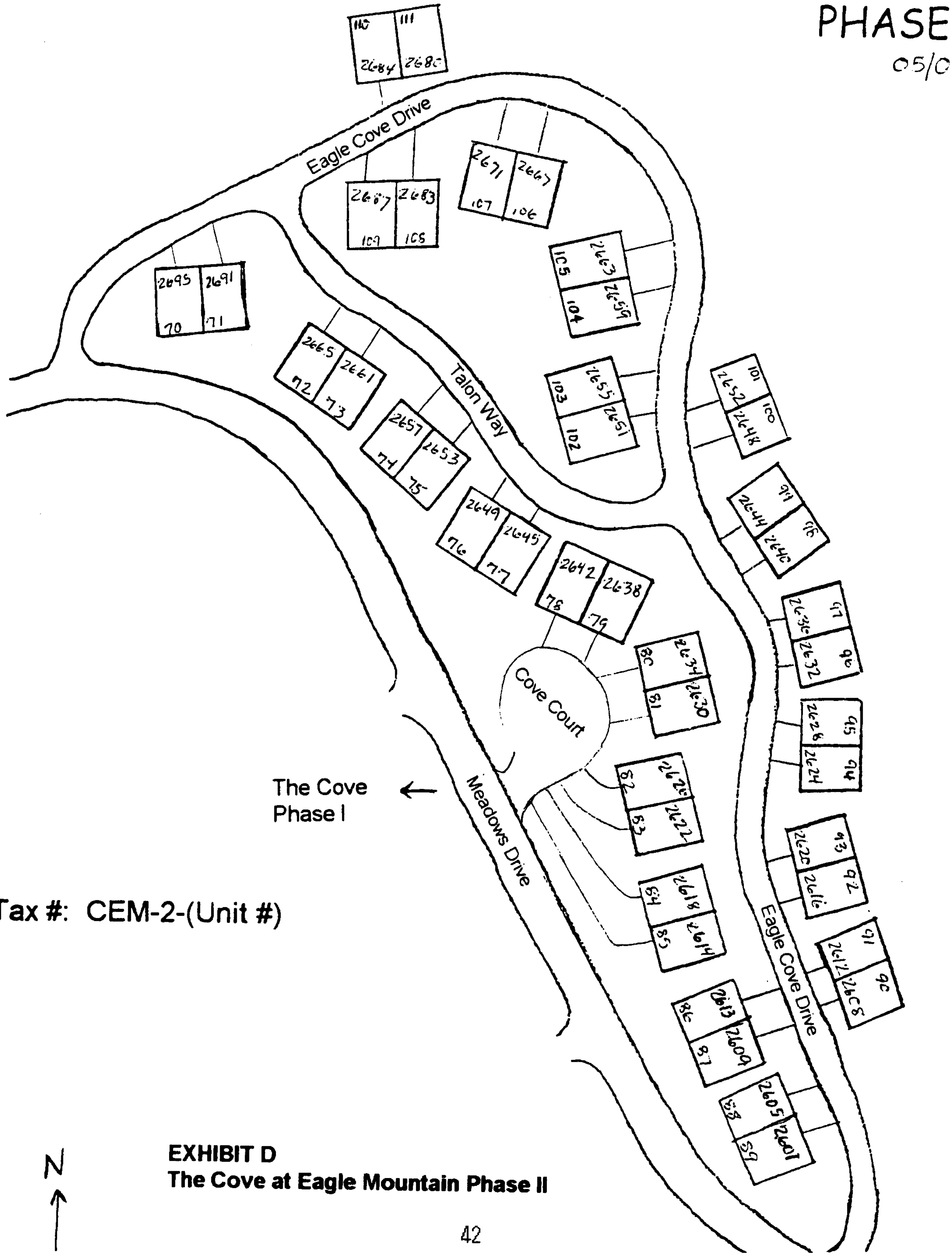


EXHIBIT C
Meadows Drive Road Dedication Plat

THE COVE AT EAGLE MOUNTAIN
PHASE II
05/02



Tax #: CEM-2-(Unit #)

EXHIBIT D
The Cove at Eagle Mountain Phase II

When recorded return to:
PCMC
Attn: City Recorder
PO Box 1480
Park City UT 84060

ORDINANCE NO. 03-____________

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS AT EAGLE POINTE PHASE 3 SUBDIVISION, THE COVE AT EAGLE MOUNTAIN PHASE 2 SUBDIVISION, AND A PORTION OF MEADOWS DRIVE

WHEREAS, Eagle Pointe Phase 3 was approved by the Park City Council on September 2, 1999; The Cove at Eagle Mountain Phase 2 was approved by Council on January 11, 2001; and a portion of Meadows Drive was approved by Council on March 22, 2001; and

WHEREAS, construction of the public improvements has been accomplished by the developer, including the public streets known as Eagle Landing Court and Meadows Drive; and

WHEREAS, Park City has adopted Land Management Code Section 15-7.2-3, which provides for the City Council to accept (by Ordinance) those public improvements which are dedicated and built in accordance with the requirements of Title 15 Chapter 7 of the Land Management Code; and

WHEREAS, the public improvements within the developments described above were installed in accordance with the ordinances in effect at the time of plat recordation, and have been duly inspected by the City Engineer.

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

<u>SECTION 1. PUBLIC IMPROVEMENTS.</u> The City hereby accepts from the developer all public improvements at Eagle Pointe Phase 3, The Cove at Eagle Mountain Phase 2, and Meadows Drive, which were intended for City Ownership, subject to the developer's warranty of these improvements for one year following the adoption of this ordinance. A financial guarantee shall remain in place for the one-year guarantee period as follows: Eagle Pointe Phase 3, $60,825.00; The Cove at Eagle Mountain Phase 2, $149,675.00; and Meadows Drive, $140,400.00. The form of the financial guarantee shall be acceptable to the City Attorney.

<u>SECTION 2. SNOWPLOWING AND LANDSCAPE MAINTENANCE.</u> The City shall plow snow within Eagle Landing Court only when 50% of the lots contain legally occupied houses, and only as a Third Priority. The City shall not plow or otherwise maintain any private roads.

SECTION 3. EFFECTIVE DATE. This ordinance shall be effective upon adoption by Council and publication.

PASSED AND ADOPTED THIS ______DAY OF NOVEMBER, 2003.

PARK CITY MUNICIPAL CORPORATION

____

Dana Williams, Mayor

ATTEST:

____

Janet M. Scott, City Recorder

Approved as to Form:

____

Mark D. Harrington, City Attorney

City Council Staff Report

Author: Kent Cashel, Asst. PW Director
Subject: Resolution Adopting Short Range Transit Development Plan
Date: October 30th, 2003
Type of Item: Legislative

PARK CITY 1884

Public Works

Summary Recommendations:
On October 30th the Council should adopt a resolution adopting the Short Range Transit Development Plan (SRTDP).

A. Background:
On October 9th, 2003 the Mayor and City Council reviewed, commented on and authorized Staff to present the Park City\Summit County Short Range Transit Development Plan to the Public in a meeting held on October 14th, 2003.

The public input meeting was well attended with more than 25 people representing a wide range of Park City and Snyderville Basin residents. Representatives from numerous neighborhoods, Park City and Deer Valley Resorts, the Park City Chamber, Park City School District, The National Ability Center, Mountainlands Housing Trust and the Citizens Alliance for Responsible Transportation (CART) provided comment after listening to a presentation of the draft SRTDP. A Summary of the comments provided at the public input meeting was provided to Council in the October 23rd Council Packet.

Staff has addressed the comments provided by the Mayor, City Council and at the October 23rd public input meeting. These items are contained in the attached memo Changes to *Summit County / Park City Short Range Transit Plan* Draft Report. This memo summarizes the changes that are included in the Final SRTDP.

B. Analysis:
The Draft Short Range Transit Development Plan has been reviewed and commented on by The Mayor, Park City Council, Summit County Commissioners and the public at meetings held throughout the Month of October 2003. The Final Short Range Transit Development Plan addresses the comments received during the October meetings.

C. Department Review:
The City Managers Office, The Office of Capital Management and Budget and Public Works Departments have reviewed this report

Alternatives:

A. Approve the Request:
On October 30th the Council should adopt a resolution adopting the Short Range Transit Development Plan. This is Staff's recommendation.

B. Deny the Request:
The Mayor and City Council could choose to not adopt a resolution adopting the SRTDP on October 30th, 2003. This alternative would leave Staff without a plan to guide development of transit over the next seven years and would jeopardize efforts to obtain Federal funding. This is not Staff's recommendation.

C. Continue the Item:
The Mayor and City Council could choose to continue the item. Continuation of this item may negatively impact voter acceptance of transit initiatives on the November 4th ballot.

D. Do Nothing:
The Mayor and City Council could choose to do nothing. This alternative would have the same impact as Alternative B.

Recommendation:
On October 30th the Council should adopt a resolution adopting the Short Range Transit Development Plan.

Attached:

a. Resolution
b. Chapter 11 of the Draft Park City/Summit County Short Range Transit Plan
c. Memo re: changes to Draft Short Range Transit Development Plan

Resolution No. ________

RESOLUTION ADOPTING THE PARK CITY / SUMMIT COUNTY SHORT RANGE TRANSIT PLAN

WHEREAS, it is in the public interest to improve and develop public transportation services in Park City and its surrounding area; and

WHEREAS, public transportation improvements over time will benefit Park City residents including students and seniors through the provision of convenient and accessible transport between neighborhoods, commercial areas, community facilities and institutions; and

WHEREAS, other recognizable community benefits of public transit include reduced traffic congestion and parking demand, promotion of tourism and improving visitor experience, and mitigation of impacts to air quality and other natural resources; and

WHERAS, Park City is committed to continuing support and development of a coordinated and integrated regional transit system; and

WHERAS, Park City recognizes the importance of planning capital and operational expenditures over a multiple year time horizon

NOW, THEREFORE BE IT RESOLVED, that the Park City Municipal Corporation of Summit County, Utah formally adopts the Park City / Summit County Short Range Transit Plan, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this ___ day of October, 2003.

____

Park City Municipal Corporation

____

Mayor, Dana Williams

Attest:

____

Approved as to form:

TRANSPORTATION PLANNING
& TRAFFIC ENGINEERING CONSULTANTS

Post Office Box 5875
2690 Lake Forest Road
Tahoe City, California 96145
(530) 583-4053 FAX: (530) 583-5966

MEMORANDUM

DATE: October 17, 2003

TO: Kent Cashel, Assistant Public Works Director

FROM: Geoff Straw, LSC Transportation Consultants, Inc.

RE: Changes to *Summit County / Park City Short Range Transit Plan* Draft Report

Per our recent discussions, LSC has listed those revisions we have made to the September 2, 2003 *Summit County / Park City Short Range Transit Plan* Draft Report as part of the development of the Final Report (a work in progress). These revisions were made as a result of comments received from Park City and Summit County staff and elected officials, as well as input received from the public. Please do not hesitate to call me at the number above if you or others have any questions or comments regarding this memo. Thank you.

Revisions to Draft Report

- Chapter 11, Page 3 / Figure 30 – the graphic has been revised to indicate that service could be extended to the lower Jeremy Ranch area if a suitable bus turnaround can be identified/constructed. See revised Figure 30 attached to this memorandum. Extension of service to this area will be a high priority of Summit County staff. The graphic has also been revised to include a text box indicating that, if additional funding can be secured, potential future Neighborhood Service could be implemented in Kimball Area neighborhoods with relatively high transit demand (Jeremy Park, Summit Park, Big Spruce).

Chapter 11, Page 5 / Figure 31 – this graphic has been revised to include language regarding potential future Neighborhood Service in areas with relatively high transit demand (Silver Creek area, Summit County Justice Center, etc.) if additional funding can be secured. See revised Figure 31 attached to this memorandum.

- Chapter 11, Page 7 / Last paragraph – the discussion regarding the "Revision to the Kimball Junction Route" has been modified to indicate that we will be able to serve the Silver Springs area by modifying the Kimball Junction route as follows:

  - Revised terminal service at the Factory Stores. The bus would no longer operate throughout the entire Factory Stores parking lot; it would terminate near the Mikasa Store in the northwest portion of the development.

  - The Kimball Junction service to The Canyons development will no longer serve *both* the Sundial and Grand Summit bus stops – it is recommended that Kimball Junction service be revised to provide service *only* to the Sundial bus stop when the Silver Springs revision is implemented. This reflects a higher level of service than originally recommended, which only would have provided service to the Cabriolet in the winter months.

  - Kimball Junction service would be provided year-round to the Park City Mountain Resort. The original recommendation would have provided service to this area during the non-winter months only.

  It should be noted that the estimated ridership for this Service Plan element has been factored up from 1,780 (the original estimate) to 2,470 one-way passenger-trips, since The Canyons will now be served year-round. The ridership impacts have been updated in the text and tables.

- Chapter 11, Page 11 / Increase Park City Service Level to Maintain Existing Quality – this project has been moved up to begin in Fiscal Year 2004-05 (instead of Fiscal Year 2005-06). The cost and ridership impacts have been updated in the text and tables.

- Chapter 11, Page 15 / Facility Improvements – language has been added to highlight the potential for incorporating art into capital projects in the region. In particular, the opportunity exists for local officials to work with the local artists community for on-going passenger shelter projects, signage improvements, the bus parking garage expansion and the Kimball transit center.

- Chapter 11, Page 12 / Other Potential Future Service Plan Elements – a "Guaranteed Ride Home" alternative was evaluated. This potential future Service Plan element would utilize the services of local taxicab services to provide late night service beyond the existing Park City Transit span of service.

- Chapter 11, Page 12 / Other Potential Future Service Plan Elements – a discussion regarding potential future neighborhood service in the Quinn's Junction area was evaluated. Specifically, the National Ability Center and potential increased residential development may dictate the need for transit services in the area, particularly if the area is annexed into Park City. In short, staff will continue to monitor development in the area and will be willing to negotiate with the National Ability Center to provide transit services.

- Chapter 11, Page 24 / Marketing Elements – language has been added to highlight the importance of working cooperatively with area stakeholders to market and improve transit services. Stakeholders include Chamber of Commerce, Main Street Association, the various ski resorts in the region and others.

- Chapter 11, Page 34 / Financial Plan – due to the recent realization that Kimball Area sales tax funds (if ratified by voters on November 6, 2003) will not begin flowing until April 2004, the Consultant Team has developed a number of scenarios for either delaying the implementation of transit services in the Kimball Area or "borrowing" from Summit County fund reserves to implement transit services in either May 2004 or July 2004. Pertinent cost and ridership impact spreadsheets have been forwarded to local officials for review/direction.

City Council
Staff Report

PARK CITY 1884

POLICE DEPARTMENT

Author: **Chief Lloyd D. Evans, Sr.**
Subject: **NEEDS ASSESSMENT AGREEMENT**
Date: **October 9, 2003**
Type of Item: **Award of Contract**

Summary Recommendations:
Staff is requesting City Council authorize the Mayor to sign a service provider agreement with CWA, AIA, Inc. for consulting services to perform a Needs Assessment/Site Analysis/Examination of Site Alternatives study for Phase I of the proposed Public Safety Facility.

Description:

A. **Topic:** Request for award of a service contract to perform a Needs Assessment/Site Analysis/Examination of Site Alternatives study.

B. **Background:** In about 1998 the city began to collect impact fees for future construction of a Public Safety Complex to house the police department, communications department and related functions because the police department's location within the Marsac Building began to be problematic as the department grew. The need for additional office space, file storage space, equipment storage space and general use office space increased as the department looked toward diversifying it's service provision toward community outreach and community oriented policing. A higher level of basic security needs surrounding police operations began to develop as well, due to a number of factors, such as liability and the potential costs related to that issue.

   The 2002 Winter Games put this project on hold and until discussions of an addition to the China Bridge parking structure and the concept of combining a public safety facility with that structure took place in 2002, little have been done to move this project forward.

   In July 2003 an RFP was advertised for a needs assessment. A review and selection panel was established and narrowed the field of respondents to three (3). In August, interviews were held with the final consulting firms of Edwards Daniels Architects, CWA, Inc. and MHTN Architects and the selection of CWA was made.

C. **Analysis:** Impact fees have now been collect for about five (5) years and some portion of those funds are in jeopardy of being lost if the project does not proceed. Beginning the multi-phased project surrounding a future Public Safety facility at this point could save those funds.

   During this past spring review of the two (2) year budget, City Council and staff collectively agreed that doing a needs assessment was the preferred next step in evaluating size and space requirements of a future police facility. As part of the project analysis, proposed site evaluations and correlating construction costs will be included.

Further, the change in the world environment and the focus on Homeland Security response and community protection lend to the timing of this project moving forward.

D. **Method:** This project will be phased with the Needs Assessment/Site Analysis being the first phase. The initial Request For Proposal (RFP) was written to limit the scope of the first phase to allow RFP's to be used for future phases of the project to find the most qualified and committed firm for each project phase. Upon a successful needs assessment and site evaluation, it is anticipated that staff will return to city council with recommendations to move into a design process of a police facility located at a preferred site.

E. **Department Review:** Legal, Economic Development, Public Works, Planning and Budget have all had input on the process of complying the current recommendation to enter into this agreement.

Alternatives:

A. **Approve the Request:** Authorize staff to enter into this agreement.
B. **Deny the Request:** Potential loss of impact fees
C. **Continue the Item:**

Significant Impacts: Funding issues of the total project and selection of the proper site to place this facility will present an impact on staff resources.

Recommendation: Enter into the agreement with CWA, Inc. as recommend by the Selection Committee.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of ____________, 2003, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and , CWA, AIA, Inc. a California 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 **Thirty Nine Thousand Dollars ($39,000).**

2. **TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate **120 days** thereafter, 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 at "Exhibit A," 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. **REPORTS AND INSPECTIONS**.

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. **INDEPENDENT CONTRACTOR RELATIONSHIP**.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its employees and officers, harmless from any and all claims, demands, suits, at law or equality, actions losses, damages, or costs of whatsoever kind or nature brought against the City arising out of the negligent acts of error or omission in performance of services under 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 provisions shall be valid and enforceable only to the extent of negligence of the Service Provider, and provided further, that nothing herein shall require the Service Provider to hold harmless 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 a loss or injury that Service Provider would be obligated to indemnify the City under this Agreement. The limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purpose 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. INSURANCE.

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 for hired and non-owned autos only, 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) per claim/aggregate.

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

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

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

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder). The City will indemnify and hold consultant harmless of any use of the work product other than is contemplated by this agreement.

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. <u>POLITICAL ACTIVITY PROHIBITED</u>.

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. <u>PROHIBITED INTEREST</u>.

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

17. <u>MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS</u>.

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. <u>TERMINATION</u>.

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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

____
Dana Williams, Mayor

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

CWA, AIA, Inc.
320 Arden Avenue, Suite 210
Glendale, CA. 91203

Tax ID#: ______________________

____

Signature

____
Printed name

____
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of ______________, 2003, personally appeared before me ____________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the ______________________ (*title or office*) of CWA, AIA, Inc., by Authority of its Bylaws/Resolution of the Board of Directors, and said ________________________ acknowledged to me that said Corporation executed the same.

____
Notary Public

Exhibit "A"- Scope of Services

I. GOALS:

The following summarizes the City's requested Scope of Work:

4. Provide a space needs assessment for the Park City Police Department current and future needs
4. Provide a site analysis of alternative facility locations
5. Proved estimated costs for construction of the police facility for up to 4 different locations
6. Summarize and recommend suggested next steps

II. METHOD:

The following outlines the agreed upon method in which the Service Provider would accomplish the Scope of Work:

Project Mobilization

1 - Prepare project roster

- Identify meeting place and reserve availability. Reserve Teams calendar for standing weekly or bi-weekly meetings with Team.
- Prepare project schedule for review, identifying key delivery dates and milestones for City needs.
- Collect all relevant existing documents for review.
- Develop project protocol for communication and distribution of documents.
- Confirm project goals.

Phase I - Needs Assessment

1 - Lead Project Effort - McClaren, Wilson & Lawrie, Inc.

- Confirm Schedule for this phase of work. Identify milestone dates for meetings to insure participation and sufficient notice.
- Conduct meetings with Projects' Internal Planning Team. Identify focus groups as needed.
- Clearly define goals for each task and identify end product for each task.
- Research other facilities and conduct interviews of users of those facilities to access relative success of the facility design. Identify what they would change and would not lose. Identify affects of expansion and growth on each facility.
- Needs Assessment Report - Assemble the information gathered through the process to develop an assessment of the needs.
- Conceptual site layouts and site analysis (for all alternative facility locations) to identify key components and preferred relationships between site components (Associate Architects' responsibility)

Phase II - Architectural Building Program

1 - Lead Project Effort - McClaren, Wilson & Lawrie, Inc.

- Reaffirm Project Goals and Task Goals.
- Confirm schedule for this phase of the work. Identify milestone dates for meetings to insure participation and sufficient notice.

- This phase will contain those items listed in the Needs Assessment as a minimum (see I. Goals)
- Analyze workflow and patterns/movements within the facility. Prepare operational flow diagrams.
- Identify adjacencies.
- Create detailed space configuration to access required equipment and furnishings. Create accurate area analysis for each area.
- Identify Technology requirements and necessary expansion capabilities.
- Update conceptual site layouts and analysis for alternative locations amending the previous phases efforts. Submit for review and comment to client and end user. Incorporate comments into final form.
- Develop project schedule.
- Update and refine cost model. Add escalation for inflationary factors based on project schedule and identify project contingency funds. (Associate Architect's Responsibility)
- Prepare and publish final report in draft and final forms.

Phase III - Schematic Design Services

1 - Lead Project Effort - CWA & Associate Architects

- Conduct Design Camp (design charrette) using involvement of all designated participants.
- Prepare conceptual design options that review environmental factors, vehicular and pedestrian circulation, security and sustainability issues.
- Each scheme will have site plan, floor plan, to access, and establish construction cost estimates.
- Present the options to the Client and stakeholders. Lead discussion on merits of each option.
- Take selected option and develop into schematic plans including, Site, Floor plans, FFE Plans, Building Sections, and Exterior Elevations. (optional architectural services as per section 3C and Exhibit "A", Part III of this agreement)
- Finalize total Project Budget.
- Finalize Project Reports.

III. PERSONNEL CLASSIFICATION AND RATES

1 - The following personnel rate categories and reimbursable charges are part of this agreement for services. Billable hourly rates will be based on the classification of personnel assigned to the project. The rates set here are not adjustable

Principals	$175.00 per hour
Project Architects	$105.00 per hour
Administrative Services/Technical	$ 65.00 per hour
Subconsultants	Cost plus 10%
Reimbursable Expenses	$4,000 (Travel/lodging/reproduction expenses)
Direct costs plus 10%	

2 - Based on the stated rates, costs for this project <u>are not to exceed</u> **$39,000.00**

City Council Staff Report

Author:	**Colin Hilton** **Linda Tillson**	
Subject:	**Library Expansion – Design/Engineering Contract**	**Economic Development & Capital Projects**
Date:	**10-30-03**	
Type of Item:	**Request for Award of Contract**	

PARK CITY
1884

Summary Recommendation:
Staff is requesting authorization to enter into a services provider contract, in a form to be approved by the legal department, with GouldEvans Associates, L.C. for the design & engineering services to expand the municipal library.

Description:

A. Topic: Library Expansion Project – Design and Engineering Services

B. Background:
On April 24, 2003, City Council discussed and approved a direction to expand the library. As a part of the new FY2004 budget adoption, a CIP line item in the amount of $385,000 was earmarked for an expansion project.

The proposed expansion would provide an additional 3,100 square feet to create a new larger Children's area, expand space for Internet stations, alleviate crowding of book collections, and create a new Teen and Audio Visual Area.

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

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

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

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

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

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

C. Analysis:
A Library Expansion project team was formed in August and published a RFP for design and engineering services in mid-September. Four firms submitted proposals, and on October 14th, a selection committee chose GouldEvans as the most capable firm for assisting the city through this project. Criteria used to select GouldEvans were:

1. Experience in providing architectural services to municipalities doing remodeling projects within historic buildings.
2. Experience and understanding of public library design and operations
3. Thoroughness of the firm's "approach" to the requested scope of services.
4. Cost effectiveness in providing the desired product.
5. Overall firm experience and availability of staff.

It is the recommendation of the Library Expansion Project Team to move ahead with a contract with GouldEvans. Additionally, it is envisioned that the following schedule be implemented given positive support by the Council:

October 30	- Design Contract awarded
Nov. 18,19	- kick-off workshop
Nov./Dec.	- Design Process
Dec. / Jan.	- Review of Design / approvals to move ahead
Dec. / Jan.	- Bid/Construction Drawings Complete
Feb./Mar	- Bid for construction
April 4th	- Start Construction

Summary of forecasted project budget:

a.	Estimated Construction Budget	= $280,000
b.	Design & Engineering costs	= $30,000
c.	Contingency (10%)	= $28,000
d.	Advertisements / Admin. / Inspection	= $ 2,000
e.	FF&E	= $40,000
f.	Total project cost	= $380,000

D. **Department Review:** GouldEvans was picked by a selection committee comprised of representatives of the Building Department, Special Events and Facilities, Economic Development & Capital Projects, Library Staff, and Library Board.

Alternatives:

A. **Approve the Request: as recommended**
B. **Deny the Request:**
C. **Continue the Item:**
D. **Do Nothing:**

Significant Impacts / Consequences of not taking the recommended action:
Without expansion, the quality, depth and volume of the collection will suffer. The overcrowding in the Children's and Internet areas will become worse, eventually resulting in a high level of dissatisfaction among users.

Recommendation:
Approve the request to enter into a services provider contract with GouldEvans Associates, L.C. for the design & engineering services to expand the municipal library.

City Council
Staff Report

PARK CITY 1881

Author: Tom Bakaly, City Manager
Subject: Purchase Agreement – Imperial Hotel
Date: October 30, 2003
Type of Item: Administrative

EXECUTIVE DEPARTMENT

Summary Recommendations: City Council should approve the attached purchase agreement with the Small Business Administration (SBA) for the purchase of the Imperial Hotel 221 Main Street and related properties for $875,000.

Description:

A. Topic:

Purchase of Imperial Hotel and related property (221 Main Street)

B. Background:

The SBA currently owns the Imperial Hotel located at 221 Main Street. The Imperial Hotel is a 10-bedroom hotel with a common area and commercial space on Main Street. The Building is roughly 6,000 square feet and the lot size is 2,255 square feet. In addition to the hotel are 10 parking spots or 2,440 square feet of street parking. In addition, there is a duplex located on Grant Avenue and Swede Alley that is also part of the purchase.

The Imperial Hotel went through a remodel and building upgrade in 1992. There is an issue regarding side and rear access to the building. The City would need to acquire an access easement from the adjoining property owners to continue use of the property as a residential property. Please see attached legal description and plat map.

City staff and the SBA have negotiated and agreed to the attached Real Estate Purchase Agreement. The agreement is subject to City Council approval. If approved by City Council, the closing date for the purchase would be November 21, 2003, after the City had completed a due diligence review of the property.

C. Analysis:

The purpose of acquiring the Imperial Hotel would be to possibly trade the Imperial Hotel to the Air Force for the 35-acre Red Maple Parcel located on the North side of SR 248, on the east side of town. Based upon recent City purchases of open space located on SR 248, the value of the Red Maple Parcel as zoned Recreation/Open Space would be roughly $875,000 ($25,000 x 35 acres)

There is no guarantee that the Air Force would trade the Red Maple Parcel for the Imperial Hotel. The Air Force intends to issue a Request for Proposals this Fall purchase/use of the Red Maple Parcel. The City could submit a proposal. If the Council purchased the Imperial Hotel, they would need to do so knowing that the Air Force swap might not occur. However, a proposal to the Air Force involving the Imperial Hotel would be a strong one as the Imperial Hotel would meet the recreation facility needs and would be a significant upgrade to the old "Hill House" that used to be located at the Snowbasin resort. Staff has had preliminary discussions with the Air Force and they have expressed some interest in the Imperial Hotel.

Another alternative would be to possibly use it as an affordable housing opportunity. Once acquired, the City could explore various affordable housing options for the property

D. Department Review:

This report has been reviewed by the City Attorney's Office and the purchase has been reviewed by the building Department.

Alternatives:

A. Approve the Purchase Agreement: This is Staff's recommendation.

B. Deny the Purchase Agreement with direction to not pursue the purchase

C. Deny the Purchase Agreement with direction to pursue a modified purchase

D. Continue Action on the Purchase Agreement (Same as denying the agreement)

E. Do Nothing (Same as denying the agreement)

Significant Impacts: Staff recommends that funds from the 5-year CIP account be used for the purchase. Use of this account would provide the greatest flexibility for ultimate use or disposition of the property.

Consequences of not taking the recommended action: If the recommended action is not taken, the City would not acquire the Imperial Hotel for possible affordable housing use. The imperial Hotel would not be available for the City to trade to the Air Force for Red Maple. A subsequent owner may try to involve the Air Force, but likely for a higher price making a swap for Red Maple difficult.

Recommendation: City Council should approve the attached purchase agreement with the Small Business Administration (SBA) for the purchase of the Imperial Hotel and related property (221 Main Street) for $875,000.

Attached

A) Real Estate Purchase Agreement
B) Legal Description
C) Plat Map

REAL ESTATE PURCHASE CONTRACT

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

BUYER: **PARK CITY MUNICIPAL CORPORATION**, a municipal corporation and political subdivision of the State of Utah (hereinafter "Buyer"), 445 Marsac Avenue, Post Office Box 1480, Park City, Utah 84060.

SELLER: **SMALL BUSINESS ADMINISTRATION**, 125 South State Street, Room 2227, Salt Lake City, Utah 84138

1. PROPERTY SUBJECT TO SALE

A. Land. The legal description of the land being sold is set forth in attached Exhibit A. The address of the land is 221 Main Street and 222 Grant Avenue, Park City, Summit County, State of Utah.

B. Included Items. The sale shall include any of the following items presently attached to, located upon, or appurtenant to the land: buildings and improvements; fixtures, including but not limited to all plumbing, heating, ventilation, refrigeration, incineration, air conditioning, water heaters, built-in appliances, and elevator mechanisms; rents, subrents, issues, and profits; and water rights, including appropriated water and water stock. The improvements include a hotel, a duplex, and a parking lot.

2. PURCHASE PRICE

Buyer will pay Seller Eight Hundred Seventy Five Thousand Dollars ($875,000) for the Property to be paid in cash due at closing.

3. FINANCING

A. Buyer's obligation to purchase the Property is not conditioned upon Buyer qualifying for a Loan.

B. If Buyer's obligation to purchase the Property is conditioned upon Buyer qualifying for the Loan:

i) Buyer shall apply for the Loan no later than _____ calendar days after this agreement is final. Application occurs only after Buyer has completed, signed, and delivered a loan application to a lender and paid all application fees required by such lender. Buyer

Seller's Initials JG Date 10/17/03 Buyer's Initials TB Date 10/16/03

agrees to diligently work to obtain the Loan. Buyer will promptly provide all documentation required by the lender.

ii) If Buyer receives written notice that its application for the Loan has been denied ("Loan Denial"), Buyer shall, no later than three (3) calendar days thereafter, provide a copy to Seller. Buyer or Seller may, within three (3) calendar days after Seller's receipt of such notice, cancel this contract by providing written notice to the other party. In the event of a cancellation: (i) if the Loan Denial was received by Buyer on or before ______________, 20___, the Earnest Money shall be returned to Buyer; (ii) if the Loan Denial was received by Buyer after such date, Buyer agrees to forfeit, and Seller agrees to accept as Seller's exclusive remedy, the Earnest Money as liquidated damages. A failure to cancel as provided in this paragraph shall have no effect on the financing condition set forth in paragraph 3.A above.

4. CLOSING

A. Time and Place. Closing shall take place on or before November 21, 2003, at a title company or other escrow agent acceptable to Seller. Closing shall occur upon completion of the following:

(i) Execution and delivery by Buyer and Seller to the escrow agent/title company of all documents required by this contract, by the Buyer's lender, by written escrow instructions signed by the Buyer and Seller, and by applicable law;
(ii) Delivery to the escrow agent/title company of all funds required by this contract to be paid;
(iii) Complete performance of any special contingencies provided here under Paragraph 8; and
(iv) Recordation of the deed which Seller is required by this contract to deliver.

B. Closing Fees and Costs. The escrow-closing fee shall be paid by the Seller. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated to the date of closing. Prorations shall be made on the date of closing.

5. DELIVERY OF POSSESSION

Seller shall deliver possession of the Property to Buyer ☒ at closing; ☐ ______ hours after closing; ☐ ______ calendar days after closing.

6. CONVEYANCE OF TITLE

Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at closing by special warranty deed. If Buyer wants an owner's title policy, Buyer

Seller's Initials JG Date 10/17/03 Buyer's Initials TB Date 10/16/03

will secure one at Buyer's own cost and expense. If Seller provides financing for the purchase of the Property, Buyer must provide Seller with an ALTA lenders extended coverage title policy with endorsements 100 and 116 in the amount of the total purchase price set forth in paragraph 2 above.

7. VESTING OF TITLE

The title to the Property shall vest in the following name and manner: Park City Municipal Corporation.

8. SPECIAL CONTINGENCIES

The following contingencies, if any, must be satisfied prior to closing.

A. Formal approval of the purchase agreement by the City Council of Park City on a date after October 24, 2003.

B. Due diligence, including inspection of the Property and review of title reports and title history for the Property. Seller agrees to provide access to the Property at reasonable times to allow inspection of the Property by Buyer's representatives.

If Buyer determines that the evaluations and/or inspection of the Property, or review of title reports and title history for the Property are unacceptable Buyer reserves the right to either cancel this REPC by providing written notice to Seller, or provide Seller with written notice of objections up to and including the date of closing identified herein.

This contract shall be a "back-up contract to the contract Seller currently has with Silver King LLC. This contract shall become the primary contract if the contract with Silver King fails to close by October 24, 2003. This REPC is subject to formal approval by the City Council of Park City on a date after October 24, 2003.

9. CHANGES DURING TRANSACTION

From the date this agreement is final until the date of closing, Seller agrees that it will make no changes in any existing leases relating to the Property, enter into no new leases relating to the Property, make any substantial alterations or improvements to the Property, or make further encumbrances to the Property.

10. AUTHORITY OF SIGNERS

All persons executing this agreement for an entity represents and warrants that he or she has authority to execute on behalf of such entity and bind such entity.

Seller's Initials JG Date 10/17/03 Buyer's Initials TB Date 10/16/03

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11. ENTIRE AGREEMENT

This agreement and the documents referred to herein constitute the final written expression of all of the terms of this agreement. Each of the parties acknowledges that no representations or promises not expressly contained in this agreement and the documents referred to herein have been made by any party, or by the agents or representatives of any party. This agreement cannot be modified except in writing executed by all parties.

12. ATTORNEY FEES AND COSTS

In any legal or administrative action brought to enforce or interpret the terms and conditions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

13. TIME IS OF THE ESSENCE

Time is of the essence regarding the dates set forth in this agreement. Extensions must be agreed to in writing by all parties. Performance under any section of this agreement that references a date shall be required by 5:00 PM, Mountain Standard Time.

14. DEFAULT

If Seller fails to substantially perform or satisfy a material condition or requirement of this agreement, the EARNEST MONEY shall be returned to Buyer and this agreement shall be void. If Buyer fails to substantially perform or satisfy a material condition or requirement of this agreement, the EARNEST MONEY, or such portion thereof as Seller deems proper it its sole discretion, may be retained by Seller as liquidated damages.

15. GOVERNING LAW

The REPC and all addenda and/or counteroffers shall be construed, interpreted, enforced, and governed by applicable federal law. To the extent that a court of competent jurisdiction determines that federal law is not applicable, this REPC and all addenda and/or counteroffers shall be construed, interpreted, enforced, and governed by Utah state law.

16. ACCEPTANCE OF OFFER BY SELLER

If Seller does not accept this offer by 5 p.m. on October 21 2003, this offer shall lapse.

17. RISK OF LOSS

All risk of loss to the Property, including physical damage or destruction to the Property or its

Seller's Initials JL Date 10/17/03 Buyer's Initials TB Date 10/16/03 improvements due to any cause except ordinary wear and tear, shall be borne by Seller until the transaction is closed.

18. ENTIRE AGREEMENT.

This REPC represents the entire integrated agreement between Buyer and Seller and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

Tom Bakaly
City Manager for
Park City Municipal Corporation – Buyer
P. O Box 1480
Park City, Utah 84060
Phone: 435-615-5007
Fax: 435-615-4901

Dated: October 16, 2003

Check One:

☒ **Acceptance of Offer to Purchase**: Seller hereby ACCEPTS the foregoing offer on the terms and conditions specified above.

☐ **Rejection**: Seller hereby REJECTS the foregoing offer.

☐ **Counter Offer**: Seller presents for Buyer's acceptance the terms of Buyer's offer SUBJECT TO the modifications specified in the attached counter offer. Buyer shall have until ______ (AM/PM) on ______________, 20___ to accept the terms of the counter offer.

Small Business Administration
Name of Seller (put entity name if Seller is an entity)(please print)

~~12~~ John Gygi Attorney — (801) 524-3205
Name and Title of Person Executing for Seller (please print) — Phone Number

Signature of Person Executing for Seller — Date 10/17/03

(801) 524-4410
Address or Fax Number for Notice to Seller

Seller's Initials JG Date 10/17/03 Buyer's Initials TB Date 10/16/03

EXHIBIT A

PARCEL 1:

The Westerly 50 feet of Lot 21 excepting therefrom the northerly 7 feet and the west 1/2 of the Lots 22 and 23 of Block 72, Millsite Reservation to Park City.

Excepting therefrom any portion lying within the following (2) described parcels:

Beginning at a point due South 210.37 feet and due East 327.83 feet from the Northeast Corner of Lot 16, Block 12, Park City Survey, Park City, Utah, and thence running North 26°56'04" East along the Southeasterly hand railing of an existing wooden stairway; thence North 43°45'13" East 13.27 feet; thence North 56°52'21" East 52.88 feet to the westerly edge of Sand Ridge Road; thence South 16°59'50" East 28.65 feet; thence South 05°02'33" East 34.13 feet; thence South 07°17'37" West 45.44 feet; thence North 85°50'10" West 21.5 feet to an existing fence corner; thence North 85°50'10" West 39.39 feet; thence North 01°51'09" West 56.72 feet along the top of an existing rock retaining wall to the point of beginning.

Beginning at a point on the West line of said Block 72 at a point which is North 12.70 feet and West 13.30 feet and North 38°12'East 12.15 feet from the Southwest Corner of said Lot 23 and running thence North 38°32' East 8.7 feet; thence North 28°11'48" East 39.14 feet; thence North 23°15' East 23.54 feet; thence North 23°16'46" East 7.3 feet to a point on a fence line; thence South 01°52'25" East 49.59 feet along said fence line to a point on another fence line; thence South 85°51'16" East 26.08 feet along said fence line; thence South 05°48'16" East 55.48 feet; thence North 76°48'35" West along a line between two existing buildings 66.90 feet to a point on the West line of said Block 72; thence North 13°34' West 23.5 feet more or less to the point of beginning.

PARCEL 2:

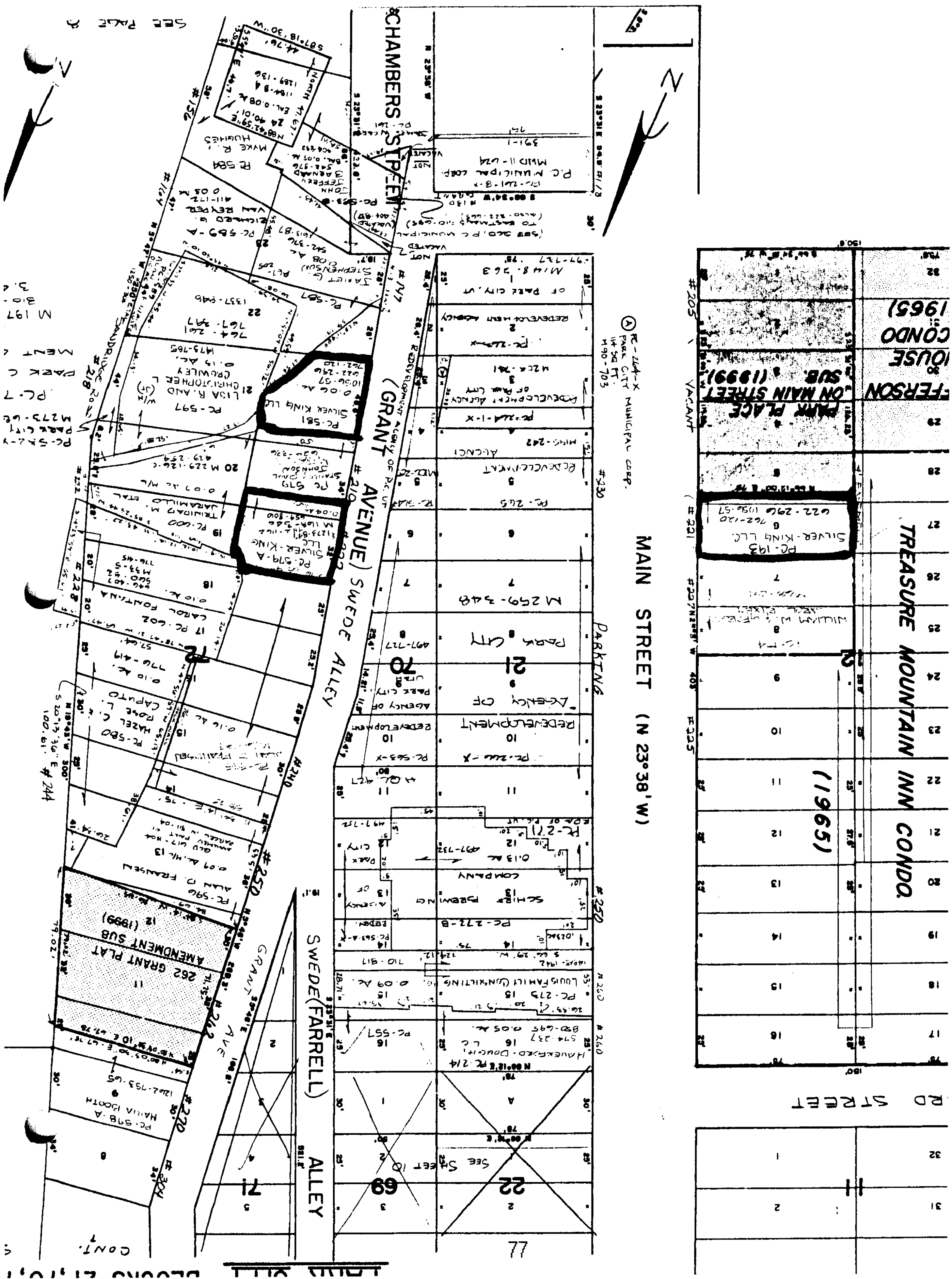
Lot 6 and the North 5 feet of Lot 5, Block 12, AMENDED PLAT OF PARK CITY SURVEY.

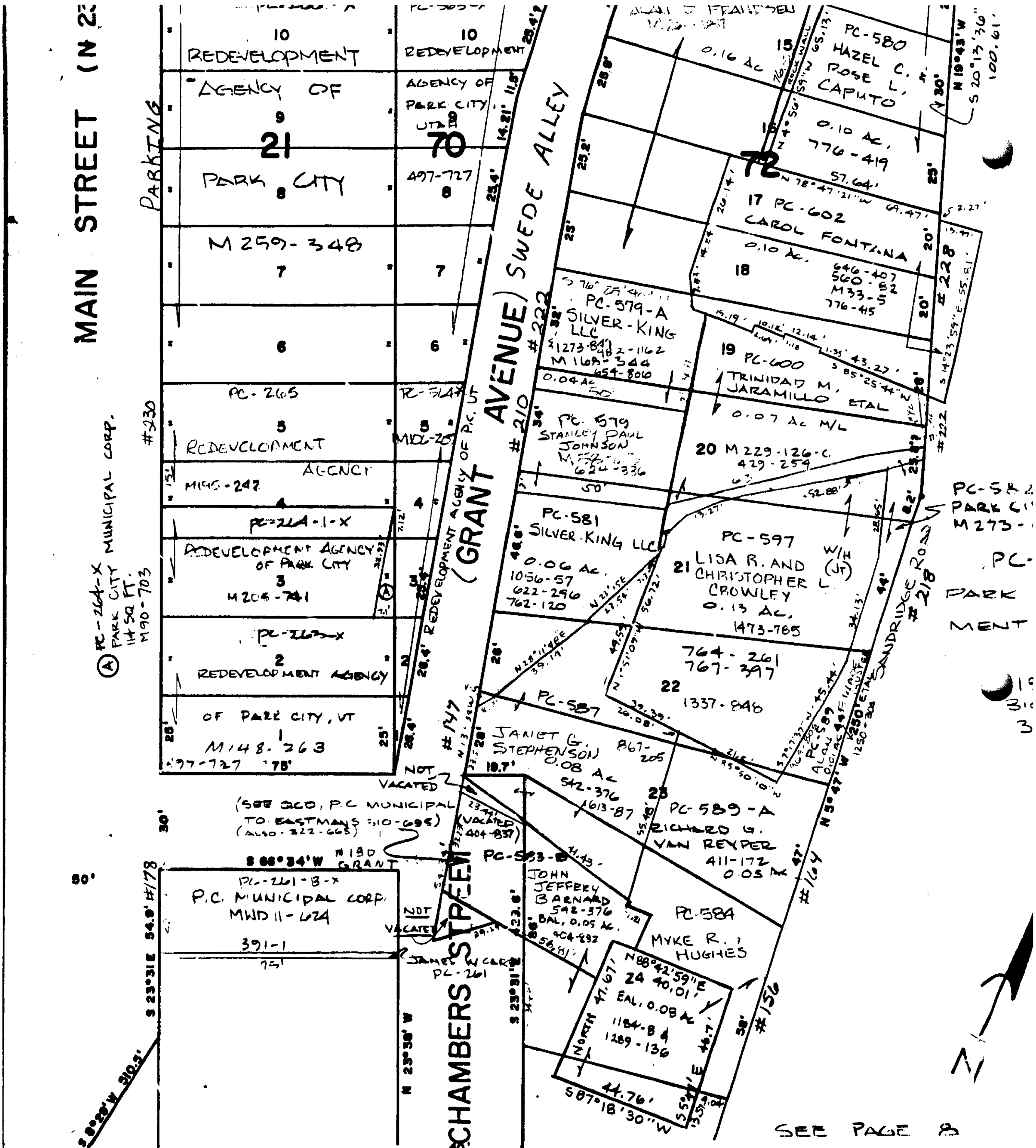
Parcel 3

THE WESTERLY 50 FEET OF LOT 19 AND THE NORTHERLY 7 FEET OF THE WESTERLY 50 FEET OF LOT 20, BLOCK 72, MILLSITE RESERVATION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING ANY PORTION OF THE FOLLOWING LEGAL DESCRIPTION CONTAINED WITH THE BOUNDS OF THE ABOVE DESCRIBED PROPERTY.

BEGINNING AT A POINT WHICH IS SOUTH 10°44'02" EAST 671.83 FEET FROM THE SURVEY MONUMENT AT MARSAC AVENUE AND FOURTH STREET. SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 17, BLOCK 72, PARK CITY SURVEY AMENDED: AND RUNNING THENCE SOUTH 19°43'00" EAST 2.27 FEET; THENCE NORTH 78°21'00" EAST 13.99 FEET; THENCE SOUTH 14°23'59" EAST 55.81 FEET; THENCE SOUTH 85°25'44" WEST 43.27 FEET TO THE OUTSIDE EDGE OF AN EXISTING STRUCTURE; THENCE NORTH 5°30'47" WEST 1.55 FEET ALONG OUTSIDE EDGE OF SAID STRUCTURE: THENCE SOUTH 85°10'41" WEST 12.14 FEET ALONG OUTSIDE EDGE OF SAID STRUCTURE; THENCE SOUTH 2°59'41" EAST 1.18 FEET ALONG OUTSIDE EDGE OF SAID STRUCTURE; THENCE SOUTH 85°25'44" WEST 10.12 FEET; THENCE SOUTH 4°13'34" EAST 2.69 FEET TO THE OUTSIDE CORNER OF BEFORE MENTIONED STRUCTURE THENCE NORTH 48°00'08" WEST 3.39 FEET, ALSO BEING A FENCE CORNER; THENCE SOUTH 86°06'29" WEST 19.19 FEET ALONG SAID FENCELINE; THENCE NORTH 32°25'07" WEST 7.03 FEET; THENCE NORTH 9°13'36" WEST 14.84 FEET, THENCE NORTH 7°38'36" WEST 26.14 FEET; THENCE NORTH 78°47'21" EAST 69.47 FEET ALONG THE NORTHERLY PROPERTY LINE OF LOT 17 TO THE POINT OF BEGINNING.


CHAMBERS STREET
GRANT AVENUE
SWEDE ALLEY
MAIN STREET (N 23°38'W)
TREASURE MOUNTAIN INN CONDO.
(1965)
PARK PLACE ON MAIN STREET SUB. (1991)
262 GRANT PLAT AMENDMENT SUB
GRANT AVE
SWEDE(FARRELL)
ALLEY
PARKING
REDEVELOPMENT AGENCY OF PARK CITY
SCHIRF BREWING COMPANY
SILVER KING LLC
SEE PAGE 8
CONT.



Approved
Utah State Tax Comm

REVISIONS - DATE AND INITIAL (In Pencil)

Date By

Engineering Associates Inc.

EXHIBIT A

PARCEL 1:

The Westerly 50 feet of Lot 21 excepting therefrom the northerly 7 feet and the west 1/2 of the Lots 22 and 23 of Block 72, Millsite Reservation to Park City.

Parking Spaces

Excepting therefrom any portion lying within the following (2) described parcels:

Beginning at a point due South 210.37 feet and due East 327.83 feet from the Northeast Corner of Lot 16, Block 12, Park City Survey, Park City, Utah, and thence running North 26°56'04" East along the Southeasterly hand railing of an existing wooden stairway; thence North 43°45'13" East 13.27 feet; thence North 56°52'21" East 52.88 feet to the westerly edge of Sand Ridge Road; thence South 16°59'50" East 28.65 feet; thence South 05°02'33" East 34.13 feet; thence South 07°17'37" West 45.44 feet; thence North 85°50'10" West 21.5 feet to an existing fence corner; thence North 85°50'10" West 39.39 feet; thence North 01°51'09" West 56.72 feet along the top of an existing rock retaining wall to the point of beginning.

Beginning at a point on the West line of said Block 72 at a point which is North 12.70 feet and West 13.30 feet and North 38°12'East 12.15 feet from the Southwest Corner of said Lot 23 and running thence North 38°32' East 8.7 feet; thence North 28°11'48" East 39.14 feet; thence North 23°15' East 23.54 feet; thence North 23°16'46" East 7.3 feet to a point on a fence line; thence South 01°52'25" East 49.59 feet along said fence line to a point on another fence line; thence South 85°51'16" East 26.08 feet along said fence line; thence South 05°48'16" East 55.48 feet; thence North 76°48'35" West along a line between two existing buildings 66.90 feet to a point on the West line of said Block 72; thence North 13°34' West 23.5 feet more or less to the point of beginning.

PARCEL 2:

Lot 6 and the North 5 feet of Lot 5, Block 12, AMENDED PLAT OF PARK CITY SURVEY.
(Imperial Hotel)

Parcel 3

#222 Grant Ave

THE WESTERLY 50 FEET OF LOT 19 AND THE NORTHERLY 7 FEET OF THE WESTERLY 50 FEET OF LOT 20, BLOCK 72, MILLSITE RESERVATION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING ANY PORTION OF THE FOLLOWING LEGAL DESCRIPTION CONTAINED WITH THE BOUNDS OF THE ABOVE DESCRIBED PROPERTY.

BEGINNING AT A POINT WHICH IS SOUTH 10°44'02" EAST 671.83 FEET FROM THE SURVEY MONUMENT AT MARSAC AVENUE AND FOURTH STREET. SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 17, BLOCK 72, PARK CITY SURVEY AMENDED: AND RUNNING THENCE SOUTH 19°43'00" EAST 2.27 FEET; THENCE NORTH 78°21'00" EAST 13.99 FEET; THENCE SOUTH 14°23'59" EAST 55.81 FEET; THENCE SOUTH 85°25'44" WEST 43.27 FEET TO THE OUTSIDE EDGE OF AN EXISTING STRUCTURE; THENCE NORTH 5°30'47" WEST 1.55 FEET ALONG OUTSIDE EDGE OF SAID STRUCTURE: THENCE SOUTH 85°10'41" WEST 12.14 FEET ALONG OUTSIDE EDGE OF SAID STRUCTURE; THENCE SOUTH 2°59'41" EAST 1.18 FEET ALONG OUTSIDE EDGE OF SAID STRUCTURE; THENCE SOUTH 85°25'44" WEST 10.12 FEET; THENCE SOUTH 4°13'34" EAST 2.69 FEET TO THE OUTSIDE CORNER OF BEFORE MENTIONED STRUCTURE THENCE NORTH 48°00'08" WEST 3.39 FEET, ALSO BEING A FENCE CORNER; THENCE SOUTH 86°06'29" WEST 19.19 FEET ALONG SAID FENCELINE; THENCE NORTH 32°25'07" WEST 7.03 FEET; THENCE NORTH 9°13'36" WEST 14.84 FEET, THENCE NORTH 7°38'36" WEST 26.14 FEET; THENCE NORTH 78°47'21" EAST 69.47 FEET ALONG THE NORTHERLY PROPERTY LINE OF LOT 17 TO THE POINT OF BEGINNING.

Alan Frandsen's property, which is a condition tolerated by both the City and Frandsen because the City leases Frandsen's property for parking, so the encroaching parking space does not pose a problem at present. In the future, any sale of Parcel 3 should not represent on-site parking as an included amenity. Zone setbacks and height limits would make any significant enlargement of the house difficult.

Thank you for the opportunity of providing this report. Please call me at (435) 615-5075 if there are any questions.

MEMORANDUM

To: City Manager Tom Bakaly

From: City Engineer Eric DeHaan

Date: October 24, 2003

Subject: Imperial Hotel and related properties

REGISTERED PROFESSIONAL ENGINEER
22-160113-2202
ERIC WEEKS DEHAAN
10/24/03
STATE OF UTAH

I have inspected the subject three properties as described on the attached Exhibit A as Parcels 1, 2, and 3. The following report represents my professional opinion as to the condition of the properties.

Parcel 1 describes the "parking spaces" along the east side of Swede Alley opposite the Brew Pub Parking Lot. The parking spaces are currently delineated by strongly worded No Parking signs limiting their use to approved guests of the Imperial Hotel. Most of the described parcel lies on the steep hillside east of the actual parking spaces, where there are trees and brush. The rear half of parked vehicles actually lie in platted Grant Avenue, used as Swede Alley. Park City has always agreed to this arrangement because it saves the trees and results in the same number of actual parking spaces as would exist had we forced the development of the parking spaces to be entirely on the described parcel. The topography and shape of the parcel severely limits its use for any future building purposes. Parcels 1 and 3 lie within a FEMA-designated flood hazard area.

Parcel 2 is the Imperial Hotel itself. The parcel does not contain adequate property to prevent serious complications from construction and/or reconstruction of neighboring buildings and parcels. Such complications arise from window penetrations being essentially on the property line, with elements such as eaves and sills probably encroaching over the property line as described. The parcel lies within the expanded boundary of the Prospector Landscaping Ordinance. The condition of the building's foundation system appears to be marginal and deteriorating. Also, the Planning Department informs me that the building is on the National Register, so there are limitations on significant exterior changes. Due to a 1994 City HDC Grant, there are limits on demolition and on significant changes to the building. The agreement between the City and the property owner expires in June of 2004.

Parcel 3 is an old single-family house at #222 Grant Avenue. As mentioned above, the house lies within a flood hazard area and has been known to experience basement flooding in the past. Extensive drainage improvements were installed several years ago which may have had a positive effect on the prevention of minor drainage problems. The house structure is in reasonably good shape but sloughing earth and rocks are beginning to pile up on the east (uphill) side. The building encroaches over the front property line onto platted Grant Avenue, which could inhibit the future sale of the house to a knowledgeable buyer. The parking space on the north side of the house encroaches onto

City Council
Staff Report

Author: Tom Bakaly, City Manager
Subject: AIR FORCE – IMPERIAL HOTEL
Date: October 30, 2003
Type of Item: Closed Session - Property

PARK CITY
1884

EXECUTIVE

Council is scheduled to formally approve the Purchase Agreement with the SBA to buy the Imperial Hotel at its regular meeting on October 30th. The purchase is not scheduled to close until November 21, 2003 after the City has completed a due diligence process. I have asked Eric DeHaan to review the properties and he has done so in the attached report. We can review the issues raised by Eric during closed session on Thursday. The most significant issue has to do with the foundation and ingress/egress and the ability to use the Imperial for residential use should the adjacent property owner build right up to the property line which they are entitled to do. We can further discuss options and alternatives such as acquiring an access easement from the adjacent property on Thursday in closed session. All of the issues cited by Eric would allow us to opt out of the purchase agreement at a date prior to closing should Council approve the purchase agreement Thursday. I will ask Ron and Eric to be present for the closed session.