PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 27, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 27, 2005.

Closed Session – Executive Conference Room

3:15 p.m. Property and personnel

Work Session – City Council Chambers
4:00 p.m. Council questions and comments
4:10 p.m. Quarterly goals
4:40 p.m. Review and comment on Snyderville Basin Transportation/Transit Plan
5:10 p.m. Sports Complex alternative energy options
5:40 p.m. Meeting questions/comments

- Sundance MOU

5:50 p.m. Break

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

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF OCTOBER 6 AND OCTOBER 13, 2005

V CONSENT AGENDA PUBLIC HEARING

1. Continuation of hearing on Ordinance amending the Municipal Code, Title 12, Sign Code **(motion to continue to November 3, 2005)**

2. Ordinance approving a modification to the Land Management Code, Section 15-2.11-3(I)(1)(b) regarding zoning language for Thayne's Canyon Subdivision I - minimum side yards

3. Ordinance approving a record of survey plat amendment for Little Belle Condominiums, located at 7155 Little Belle Court, Park City, Utah

VI CONSENT AGENDA

1. Ordinance approving a modification to the Land Management Code, Section 15-, 2.11-3(I)(1)(b) regarding zoning language for Thayne's Canyon Subdivision I - minimum side yards

2. Ordinance approving a record of survey plat amendment for Little Belle Condominiums, located at 7155 Little Belle Court, Park City, Utah

VII NEW BUSINESS

Master Festival License and City Services Agreement between Park City Municipal Corporation and The Sundance Institute

- Public hearing
- Action

VIII ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

Posted: 10/24/05
See www.parkcity.org

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

November 2005

3 Fire District update – Kelly Gee (20 min)
Ordinance amending the Municipal Code, Title 12, Sign Code – work, continuation of hearing and action

8 Municipal Election Day

10 Ordinance – 2451 Iron Mountain Drive plat amendment – Kirsten
Event parking and China Bridge expansion – Brian
Ordinance- approving a plat amendment for The Public Works Building, located at 1630 Short Line Road – Pat
Ordinance approving maintenance agreement and accepting the public improvements at April Mountain Subdivision

15 Official Election Canvass *(Tentative*)

17 Flagstaff development agreement; historic preservation; IHC – joint board meeting (2 hours)
Amendment to Interlocal Transit Agreement – consent agenda
Bond resolution - Community Impact Board water bonds

24 Thanksgiving

December 2005

1 Quinns Junction transit service – work session (30 min)

8

15

22

29

Pending Items:

KPCW lease
General Plan update
Regional bus service SLC
Conveyance of easement from Iron Mountain & Associates
One year review of Ordinance No. 05-49, outdoor display of merchandise – August 2006
One year review of land use associated with purchase of Aerie Drive/Deer Valley Drive property – August 2006

MEMO

PARK CITY
1884

Executive Department

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To: City Council
From: Tom Bakaly, City Manager
Subject: 2005 Council Goals Update
Date: October 27, 2005

On October 27, 2005 we have scheduled time in work session (4:10 p.m.) to go over City Council goals and action items.

Attached is the latest quarterly summary of action on Council goals for the period of July 2005 – September 2005. We continue to tentatively add (in bold) new action items to your goal status report based upon individual input from Council members, the Mayor and staff. It would be helpful to get confirmation from the Council that you would like these items officially added to your goal status report.

The report includes quarterly summaries related to traffic calming and neighborhood service requests. The work session on will provide a good opportunity for departments to provide operational updates on Council goals if requested.

2005 Park City Goals and Targets for Action - Quarterly Update - July–September, 2005

TOP PRIORITY				
Goal 1 Quality Water				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Pipeline/Preferred Project Agreements *Williams/Erickson* *Gibbs/Dunks*	Determine a preferred project with Weber Basin and Bureau of Reclamation			
	1. Complete Feasibility/Preferred Project Study by Bureau of Reclamation	04/04	10/05	Ongoing
	2. Decision point – Park City/County may opt out	03/05	11/05	Pending
	3. WBWCD Water Sales/Petition Agreement	04/05	11/05	Pending
	4. Decision point – Park City and/or County may opt out	05/06		Pending
2. Water Conservation Strategy and Actions *Erickson/Williams* *Gibbs/Dunks*	Develop Outreach/Education/Task Force Plan			
	1. Water Conservation Task Force	Monthly		Ongoing
	2. Conservation and Drought Plans	Annual		Ongoing
	3. Water Conservation education program	Monthly		Ongoing
	4. User rates review			
	2005 Comprehensive Review	01/05	04/05	**Complete**
	2006 Comprehensive Review	**01/06**		**Pending**
	5. Impact fee procedures review			
	2005 Comprehensive Review	01/05	**05/05**	**Complete**
	2006 Comprehensive Review	**01/06**		**Pending**
3. Water Treatment Plants *Erickson/Williams* *Gibbs/Dunks*	1. <u>Spiro:</u> Phase 2 Design and Construction of Wet Well Expansion	04/05	**07/05**	**Complete**
	2. Park Meadows Well Pilot Program	06/05	**07/05**	**Complete**
	3. Park Meadows Well Treatment Facility Design & Construction	04/06	**11/05**	**Pending**
	4. Judge: Determine Scope and Timing for Plant Design and construction	**09/05**	**11/05**	**Pending**

TOP PRIORITY

Goal 1 Quality Water

Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
3. Water Treatment Plant (Cont.)	**5. Judge: Resolve plant location and land Transfer with Talisker** **6**. <u>Judge</u>**:** Plant Design **7**. <u>Judge</u>**:** Plant Construction	**12/05** 08/04 04/06	 **03/06** **06/06**	**Pending** **Pending** **Pending**
4. Other Water Solutions – Supply Options *Erickson/Williams* *Gibbs/Dunks*	1**.** Summit **County, Snyderville Basin Water Reclamation District** Cooperation Discussions /Stream Flow Enhancements **2**.JSSD Water Discussions – Pipeline **3**. Water Strategic Planning and Infrastructure – engineering and develop funding strategy **-** Fee Review **4**. Stream Flow Enhancement Study **5**. **Snyderville Basin Water Supply Study** **6. Resolve Talisker Water Supply Source**	Annual Annual 09/04 05/05 10/05 **12/05**	 **On Hold** 01/06 **11/06** 	Ongoing **On Hold** **Pending** Complete Pending **Pending**
5. Water Funding Strategy *Williams/Erickson* *Bakaly/Gibbs*	1. Pursue future appropriations and authorizations **2. Develop water strategy plan**	Annual **09/05**	 **12/05**	Ongoing **Pending**

TOP PRIORITY

Goal 2 *Preservation of Park City Character*

Target for Action *Liaison/Staff*	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Old Town Improvements *Hier/Cone/Hilton*	1. Review of Opportunities for Business Enhancement	08/04	**Ongoing**	**Ongoing**
	- Trial Periods for Sandwich Boards (12/17/04 – 4/15/05)	04/05		**Complete**
	- Outdoor display of merchandise, pending LMC Amendments	**07/05**	**08/05**	**Complete**
	2. Design of Downtown Projects			
	- Communication Fact Sheet	01/05	03/05	**Complete**
	- Phase I – Parking Structure	12/05		Pending
	- Phase II – Plaza	12/05	**05/06**	**Pending**
	Pending Public Input Meeting – Post Office Impacts	**11/05**		**Pending**
	- Phase III - City Hall	12/05	**10/06**	**Pending**
	3. Begin Construction of Downtown Projects Phase I	04/05		**Complete**
	4. Post Office Decision	02/05	**02/06**	Pending
	5. SID Plan Finalized for Upper Park Avenue Utility Relocation – pending action by Legislature in 2006	02/05	**04/06**	**Pending**
	5. Marsac Planning	06/05	**05/06**	Pending
	7. Completion of Construction of Downtown Parking Project Phase I		**12/16/05**	**Pending**
	- Partial Opening		**12/31/05**	**Pending**
	- Final Completion			
2. Olympic Experience Legacy *Calvert/Rademan*	1. Mini-towers – Main Street	10/04	05/05	Complete
	2. Olympic Legacy Project – Entry Corridor Sculpture	01/05	02/05	Complete
3. Neighborhood Parks/City	1. RFP for Design & Construction of 3 neighborhood parks	09/04	04/05	Complete

TOP PRIORITY

Goal 2 *Preservation of Park City Character*

Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
Park	(a) construction documents for neighborhood parks	**06/05**	**08/05**	**Complete**
	(b) award contract for construction	**07/05**	**09/05**	**Complete**
Erickson, Kernan/Twombly/ Fisher	(c) complete construction of parks	**10/05**	**10/06**	**In Progress**
	2. Design Contract for Skate Park	09/04		Complete
	- **Bid** for Construction	06/05	**10/05**	**In Progress**
	- Begin Construction	07/05	**10/05**	**Pending**
	- Completion	10/05	**06/06**	**Pending**
	3. School District Basketball Courts	05/05	**08/05**	**Complete**
	4. City Park Recreation Building – recommendation from Task Force on potential uses	**02/06**		**Pending**
	5. Poison Creek – Recommendation on creek enhancements	**02/06**		**Pending**
	6. Old Town Stairs rights-of-way – Policy on use by residents	**04/06**		**Pending**
	7. Replace Infield at City Park	**05/06**		**Pending**
	8. Pave & stripe parking behind 7-11 & townhouses	**06/06**		**Pending**

TOP PRIORITY				
Goal 3 *Effective Transportation and Parking System*				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Traffic Calming *Hier/Evans/Kingery*	**See attached Traffic Calming Summary Report**			
2. Regional Transportation *Cone/Hier/Cashel*	1. Enhance Transit Marketing	Annual		Ongoing
	2. Year-round Bus Service to Kimball and Canyons operating through 12/31/04	Annual		Ongoing
	3. Secure land for expanded transit maintenance-storage facility	**10/05**	**03/06**	**In Progress**
	4. Pursue federal funding for buses, site, and expanded bus facility	09/04	**Annual**	**Ongoing**
	5. Complete Region-SLC-UTA Service Feasibility Analysis	12/04	**12/05**	In Progress
	6. Update short-range transit plan with County	06/05	**12/05**	In Progress
	7. Explore employee carpool incentive program	05/05	**07/05**	**Complete**
	8. **Implement action items from 7/8/05 Transit Planning Summit**			
	a-Develop task assignments and project timeline process	**08/05**		**Complete**
	b-Update Status Report with specific action items	**08/05**		**Complete**
	c-Complete Snyderville Basin Transportation Plan	**10/05**		**In Progress**
	d-Transit Component to Phase 1 of Snyderville Transportation Plan	**10/05**		**In Progress**
	e-Determine land needs for transit hub and park and ride (Quinn's and Kimball)	**10/05**		**In Progress**
	f-Prioritize Snyderville Transit Plan by transit and road improvements	**10/05**		**In Progress**
	g-Explore viability of MAG Traffic Modeling Program	**10/05**		**In Progress**
	h-Develop common County-City development impact standards	**11/05**		**In Progress**

TOP PRIORITY

Goal 3 *Effective Transportation and Parking System*

Target for Action *Liaison/Staff*	Actions	Initial Target Date	Revised Target Date	Status
2. Regional Transportation (Cont.)	**i-Draft 248 corridor agreement with UDOT** **j-Research 5 year trend Secondary to Primary housing shift** **k-Evaluate 224 HOV/Bus Lanes** **l-TMA (phase 2) presented to Chamber** **m-Identify and rank funding sources (FHWA, FTA, State, etc.)** **n-Joint Planning/review task force IHC proposal** **o-Needs analysis and concept design for expanded transit storage maintenance facility** **p-Develop public education program concept and outline (program and resource)**	**11/05** **10/05** **10/05** **10/05** **10/05** **Ongoing** **10/05** **10/05**		**In Progress** **In Progress** **In Progress** **In Progress** **In Progress** **Ongoing** **In Progress** **In Progress**
3. Old Town Improvements	See Goal #2			

TOP PRIORITY

Goal 4 *World Class, Multi-Seasonal/Sustainable/Quality of Life/Resort Community*

Target for Action *Liaison/Staff*	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Ice Rink	1. Quinn's Ice Complex Design Process	08/04	03/05	Complete
	2. Design Development Review with SBSRD		02/05	**Complete**
Erickson/Hilton	3. Ice Construction Begins	04/05		In Progress
	4. Ice Fundraising Strategy	07/05	**11/05**	In Progress
	5. Ice Fundraising & Naming Campaign – local effort		**12/05**	**In Progress**
	6. Ice Construction complete	02/06		In Progress
2. Economic Development	1. Receive Input from Business Community	01/04		Ongoing
	2. Processing of Annexation Requests	09/04		Ongoing
Hier/Calvert/Kernan Rademan/Hilton/ Weidenhamer/Putt	3. Refinement of "Strategy" & "Project" prioritization summary	09/04	**12/05**	Pending
	4. Implementation of Economic Development Initiatives	10/04	**Ongoing**	**Ongoing**
	5. Empire Canyon/Montage	**05/05**	**11/05**	**In Progress**
	7. IHC Annexation - Task force recommendations	**08/05**	**11/05**	**In Progress**
3. Support for Arts: Direction	1. Art in Public Places - Implementation		02/05	Ongoing
	- Bus Shelter RFP	02/05	02/05	Complete
	2. Bus Shelter Implementation	08/05		**In Progress**
Cone/Butz	**3. Sound Garden Facilitation**	**08/05**		**Complete**
4. Community Amenities and Events: Evaluation, Future Direction	1. Special Events Retention & Attraction	Ongoing		Ongoing
	- Economic Development Plan			
	2. Monitor Museum Expansion	11/04		Ongoing
	3. Creation of Events Programming Group	03/05	**09/05**	**Complete**
Calvert/Cone/Hier/Butz	4. City Property Assessment **and Plan**	03/05	**09/05**	**Complete**
	5. Destination Events/Activities Joint Venture	05/05	**11/05**	Pending
	- Recruitment of Joint Venture Position	**11/05**		**Pending**
	6. Golf Course Pro Shop Acquisition	07/05	**11/05**	Pending
	7. Sundance Discussions - **Agreement**	10/05	**11/05**	Pending
	8. Watts Property Plan	10/05	**12/05**	Pending
	9. Sale of 222 Grant Avenue	**12/05**	**04/06**	**Pending**
	10. Imperial Hotel Sold or Traded	09/04	**04/06**	**Ongoing**

TOP PRIORITY

Goal 4 ***World Class, Multi-Seasonal/Sustainable/Quality of Life/Resort Community***

Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
4. Community Amenities (Cont.)	11. Strategic Plan for Farm	**03/05**	**05/06**	**Ongoing**
5. Recreation and Racquet Club: Next Steps	1. BMX – Temporary Park & Skills Course	03/05	**07/05**	**Complete**
	2. Racquet Club/Recreation			
Erickson/Kernan, Alt. Fisher	**- RAB Visioning**	**09/05**		**Complete**
	- Replacement of Racquet Club plumbing & remodel locker rooms	**04/06**		**Pending**
	- Long-term maintenance plan for facility	**04/06**		**Pending**
	- Recommendation – Future Capital Improvements	**05/06**		**Pending**
	3. Frisbee Golf	**05/06**		**Pending**
	- Determine local ski area interest in developing frisbee golf course			
	4. Dirt Jump Park City Municipal Corporation	**09/06**		**Pending**
	- Plan in place for future of facility			
	5. Dog Park City Municipal Corporation	**12/06**		**Pending**
	- Determine SBSRD interest in a regional facility			
6. Outdoor Recreation Complex	1. Design Process	08/04	03/05	Complete
	2. Design Development Review		**05/05**	**Complete**
	3. Funding Strategies		**08/05**	**Complete**
Calvert/Hier/Hilton	4. Construction Begins	04/05		**Complete**
	5. Construction Complete	10/05	**07/06**	In Progress

HIGH PRIORITY

Goal 5 *More Open Space and Usable Trails*

Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Ongoing Open Space Acquisition *Hier/Rademan*	1. Flagstaff - Distribution of open space contribution 2. Gambel Oak - Legislation 3. Red Maple 4. 2005 Open Space Bond – Decision **5. Other Properties**	03/04 10/04 10/04 **07/05**	 **12/05** **01/06**	Ongoing Ongoing Ongoing **Complete** **Ongoing**
2. Conservation Easements *Erickson/Harrington/B. Robinson*	1. Work Session – Conservation Easements 2.Additional Flagstaff Easements 3. Easements on other open space 4. Additional easement monitoring on new acquisitions	05/04 09/04 08/05	 03/05 **11/05**	Complete Pending Complete Pending
3. Trail Development Plan *Erickson/Kernan/Twombly*	1. Farm Trail Parking Complete/Berming 2. Trailhead Parking Phase II a. Cove b. Round Valley - Quinn's Rec Complex c. Other sites as available 3. Round Valley Trails - Friends of Trails Phase I - Single Track Trails Phase II – Cross Country Ski Trails **4. Evaluation of city-wide sidewalks as part of Trails Master Plan**	08/04 09/04 12/04 04/05 **11/05**	**07/05** **05/06** 05/05 **06/06** **12/05**	**Complete** Ongoing **Complete** **Pending** **Pending**

HIGH PRIORITY				
Goal 6 *Improve Historic Park City*				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Old Town Improvement *Hier/Hilton*	1. See Goal #2			
2. Historic Preservation	1. Action Plan for City-Owned Historic Structures- concept complete	04/04	06/05	Completed
*Hier/**Cone*** *Putt/**P. Robinson***	2. CAD Appeal for 801 Park Avenue	07/04	06/05	Complete
	3. Historic Significance Survey – Initiate	08/04	03/05	Complete
	4. Design Guidelines – Review/Recommend	09/04	03/05	Ongoing
	5. 801 Park Ave Preservation	10/04	**09/05**	Ongoing
	6. Upper Main Park/Structures	01/05	**11/05**	Pending
	7. HPB- Review of Historic District	**11/05**		**Ongoing**
	- Structural analysis of Sandridge Structure	**12/05**		**Ongoing**
	- Direction received on Sandridge Structures	**12/05**		**Ongoing**
	- Significance Survey		**04/06**	**Ongoing**
	- Historic District Guideline Review		**04/06**	**Ongoing**
	8. Implementation of City-Owned Historic Structures Plan		**04/06**	**Ongoing**

HIGH PRIORITY

Goal 7 Regional Collaboration and Partnerships

Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Affordable Housing *Kernan/P Robinson*	See Goal #9			
2. Transportation *Hier/Cashel*	See Goal #3			
3. Flagstaff-Wasatch County *Williams/Putt*	1. Work with Wasatch County re SR-224 and public versus private access	09/04	**04/06**	**Ongoing**
4. Recreation *Erickson/Hier* *Hilton/Fisher*	See Goal #4			
5. Health *Erickson/Hier* *Hill/P Erickson*	1. Begin work on noxious weed coordination **2. Work Session – Noxious Weed Update** 3. Noxious Weed Interlocal Agreement **4. Enforcement on private property**	08/04 **08/05** 01/05 **Ongoing**	 **09/05**	Ongoing **Pending** **Complete**
6. Water *Williams/Erickson*	See Goal #1			
7. Solid Waste *Kernan/Gibbs*	1. Implementation of Solid Waste Alternatives **2. Summit County's new Solid Waste Collection Contract**	11/05 **04/06**		Pending **Pending**

OTHER PRIORITIES

Goal 8 *Preservation of Park City Character*

Target for Action *Liaison/Staff*	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Community Vision 2015 and Beyond	1. Community Involvement & Outreach	Monthly		Ongoing
	2. Update Material for Vision Presentations 2005	Monthly		Pending
	3. Develop Neighborhood Request Tracking Report	05/04		Ongoing
Cone/Williams/Hier	(attached – Attachment B)			Ongoing
Rademan/Putt	4. 2nd Homeowners Social	**Annual**		Ongoing
	5. Neighborhood Interest Group Meetings	Ongoing		Ongoing
	6. **20/30 Visioning**			
	- Initiate Program	**09/05**		**Complete**
	- Recommendations/Plan	**12/05**		**Pending**
	7. General Plan Review with Planning Commission	Ongoing	**04/06**	Ongoing
	8. **General Plan Update**	02/05	**04/06**	**Ongoing**
2. Budget Review & Benchmark (2003-2004)	1. First Meeting of Resort Benchmark Group - develop mission statement and goals	08/04	**09/05**	Pending
	2. Development of Benchmarks (measures)	08/04	**10/05**	Pending
	3. First set of Benchmark Data compiled	11/04	11/05	Progress
Hier/Kernan/Hill	4. Utah League Tax Team – Sales tax strategies	01/05	**09/05**	**Complete**
	5. Golf Fee Review	01/05		Complete
	6. Upgrade of Sales Tax Monitoring	01/05		Ongoing
	7. Water Fees – CTAC Review	04/05		Complete
	8. Public Service Contract Review	05/05	07/05	**Complete**
	9. Public Donations ($5,000)	05/05		**Complete**
	10. Snow Removal Assessment **- work session discussion**	05/05		Ongoing
3. Customer Service: Evaluation & Action Plan	1. Accountability/responsibility training for Staff	Monthly		Ongoing
	2. Volunteer Bank	Ongoing		Ongoing
	3. Customer Service Performance Measures	10/04	**12/05**	Pending
Calvert/Rademan	4. City "Fam" Tour	11/05		Annual
	5. Employee Survey **& Training**	08/05	**09/05**	**Complete**
	- communication of results	**Ongoing**		**Ongoing**

OTHER PRIORITIES				
Goal 8 ***Preservation of Park City Character***				
Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
4. Public Safety	1. Community Oriented Program Implemented	08/04	07/05	Ongoing
	1. Recommendations regarding Police Facility Location	09/04	**09/05**	**Complete**
Williams/Evans	2. Community Oriented Program Implemented	08/05	**02/06**	Pending
	3. Emergency Response Plan Updated	**05/06**	**02/06**	Pending
	4. Police Facility Project – Preliminary Design	08/05		**Pending**
	5. **Police Facility Construction**		**12/05**	Pending
	6. Presentation of Police Department Advisory Team	**12/05**		
	Recommendations			**Pending**
	7. Purchase of Additional Officer Safety Equipment			
5. Communications	1. Standardize Press Releases/Communication Strategies	Monthly		Ongoing
	2. Media Seminars	05/05		**Ongoing**
Calvert/Rademan	3. Sustainability Promotion	Ongoing		Ongoing
	4. All America Cities Award - **Finalist**	06/05		**Complete**

OTHER PRIORITIES

Goal 9 *Sustainable Place to Live*

Target for Action ***Liaison/Staff***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Affordable Housing *Kernan/Cone* *P Robinson*	1. Affordable Housing policy/plan - update 2. Implement Housing Policy Plan 3. Regional Planning – CDBG Grant 4. Explore options with community for sewer treatment site (alternate public uses recommended for site) 5. Senior Housing (establish work group) - Assisted Living Center **6. Deer Valley Drive Project**	01/05 09/04 09/04 12/04 2/05 **10/05**	 **08/05** **08/05** **01/06**	Complete Ongoing **Pending** **Pending** **Pending** **Pending**
2. Taxi Regulation Enforcement *Calvert/Kernan* *L Evans/Kingery* *Samuels-McLean*	1. Enforcement Options Implemented 2. Ordinance regarding liability levels 3. **Review Liability Levels** 4. Options regarding Taxis – **Direction from Council**	Ongoing 12/04 **12/05** 05/05	 01/05 **12/05**	Ongoing Complete **Pending** Pending
3. Recycling *Erickson/Gibbs*	1. Decision on facility **re**location	09/04	**05/06**	Pending
4. Sustainable Community/ Quality of Life *Williams/Butz* *Rademan/Ivie*	1. Prospector Environmental Management System and Soil Contribution Program **- Archival of Prospector** 2 Investigation of ability to increase energy efficiency in City Facilities 3. Facilitate Community Dialogues on Sustainability and return with recommendations 4. EPA/State – Silver Maple **5. Leadership Park City, Class Project – Green Building**	**Ongoing** **06/05** **Ongoing** **Ongoing** 09/05 **Pending**	 **12/05** **03/06**	Ongoing **Pending** Ongoing Ongoing **Pending**

Traffic Calming Summary Report – July-September 30, 2005
ATTACHMENT "A" TO QUARTERLY STATUS REPORT

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Completed
Lower Woodside Ave (10th St to 12th St)	05/14/03	07/22/03	• Speeding • Pickup-drop-off issues at library/day care • Traffic cutting through library parking lot • On-street parking	• Mitigation measures completed 04/04 • New petition requesting parking restrictions be enacted on the west side of Woodside Avenue between 14th and 15th Streets	Pending study on new petition.
Little Kate Road	04/05	05/12/05	• Request reduction of the posted 25 mph speed limit • "Illegal" bike lane • Bicycle training for the kids in the neighborhood; • Sidewalk to provide a safe pedestrian way along Little Kate Road to McPolin Elementary School • Realign the Racquet Club driveway to align with Monitor & 4-way stop • Paint a crosswalk on Little Kate Road at Monitor Drive • Employ a crossing guard to work that crosswalk • More parking enforcement during Sundance Film Festival • Erect more speed regulatory signs.	• Striping reconfigured to a centerline and white edge of lane marking. Two 3 ft. asphalt areas for pedestrian & bicycles. • Traffic trailers have been deployed to educate drivers of their speeds and attempt to achieve voluntary compliance with the current speed limit. • Stop sign removed for westbound Little Kate at Evening Star. Sight distance is adequate. • TC Committee recommended no change in posted 25 mph speed limit • Sidewalk and driveway realignment request moved to "Neighborhood RELS process" • TC Committee recommended no further action on crosswalk request until sidewalk decision is made	Complete Ongoing TCC recommends installation of stop sign No Action Complete No Action

Traffic Calming Summary Report – July-September 30, 2005
ATTACHMENT "A" TO QUARTERLY STATUS REPORT

Location	**Date Recd**	**Phase 1 Meeting**	**Citizen Concerns**	**Phase 1 Follow-up**	**Date Completed**
Holiday Ranch Loop Road #2 (the "loop" area)	03/24/04	None	• Speeding; reduce 25 mph posted speed limit to 20 mph • 4 way stop at crossover of Holiday Ranch Loop Road	• Speed limit lowered to 20 mph in the Loop area due to sight distance concerns. • No other changes recommended	Complete
Holiday Ranch Loop Road #3 (north of Little Kate and south of the "Loop")	04/05	05/12/05	• Speeding • Failure to stop at stop signs	• Speed limits were reduced to 20 mph based on sight distance and data collected by Fehr & Peers • Speed limits are being monitored more closely by the Traffic Division of the Park City Police Department.	On-going

Traffic Calming Summary Report – July-September 30, 2005
ATTACHMENT "A" TO QUARTERLY STATUS REPORT

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Completed
Lucky John Drive (north of Little Kate Road and south of American Saddler Drive	04/05	05/12/05	• Speeding • More regulatory signs • Children at play and "Neighborhood" signs	• Data was collected June 2-9, 2005 by Fehr & Peers concerning speeds and volume of traffic; 85th percentile speeds exceeded 10 mph over posted speed limit • Traffic trailer deployed to educate drivers of their speed and attempt to achieve voluntary compliance • Increased enforcement efforts are underway by the Park City Police Department Traffic Division • Additional 25 mph signs to be installed for southbound traffic starting at American Saddler • TC Committee determined the special residential sign would become less effective if used everywhere • TC Committee questioned the effectiveness of children at play signs	On-going
SR 248/Kearns	08/05	NA	• Speeding • Noise, higher earth berms • Driver feedback signs • Increase Enforcement • Speed Humps	• UDOT will require a traffic study to adjust speed limits • Noise levels not a UDOT priority in this area. Referred request to "Neighborhood:" program • UDOT will not approve speed humps on a State Route • Enforcement is ongoing	09/05

Traffic Calming Summary Report – July-September 30, 2005
ATTACHMENT “A” TO QUARTERLY STATUS REPORT

Location	Date Recd	Phase 1 Meeting	Citizen Concerns	Phase 1 Follow-up	Date Completed
Risner Ridge	09/05	Scheduling	• Speeding • Advance notice of turn • Confusion intersection at Ashley Court •	•	Pending

Neighborhood & Business District Needs Assessment – July-September 2005
Request for Elevated Levels of Service Request (RELS)
ATTACHMENT "B" TO QUARTERLY STATUS REPORT

Bonanza Ave Transit Enhancement

Weidenhamer

Status Report – completed pending additional input from neighborhood
Expansion of municipal summertime transit along Bonanza Ave. is planned for summer '06, when the recreation complex is completed. Targets/Action all complete.

Prospector Square Property Owners Association

Weidenhamer

Status Report-
At the request of PSPOA, this item has been removed from the Neighborhood RELS program

Neighborhood & Business District Needs Assessment – July-September 2005
Request for Elevated Levels of Service Request (RELS) - ATTACHMENT "B" TO QUARTERLY STATUS REPORT

Deer Valley Drive and Sunnyside Drive Neighborhood

Weidenhamer

Status Report

'05 CIP budget - $50,000 placeholder for FY-06. Staff meeting with neighborhood to prioritize requests and identify preliminary costs for prioritized projects.

Written Petition received – 11/10/03
Initial Internal Review – 1/26/04
Initial Communication to Council – 2/19/04 & 6/3/2004
Comprehensive Internal Review – 6/16/04
Initiate Public Forum – Completed
Communication to Council – Completed 04/05
Potential Council Decision – 2005 CIP prioritization – **$50,000 placeholder for FY-06**
Meet with neighborhood to prioritize CIP funds – 1st meeting 10/05; #s 1-4 prioritized, remaining items will be taken off list; next meeting 11/05 with prioritized capital options and preliminary budget

Target for Action	Responsible	Actions	Target Date	Status	Budget
1. Pedestrian Lighting	Twombly (PCMC)	Create a cost estimate plan to install lights along DV Dr. sidewalk. **Both north and south sides should be considered from Transit Center to Stonebridge**: 1. Shoe boxes 2. Custom lights like **Poison Creek**	spring 2005	1. complete - CIP line item identified	Private funds Deer Valley PCMC'05 CIP
2. Cross Walks & Traffic calming devices	Traffic Calming group	1. Traffic Engineering study to establish minimum standards for cross walks. 2. If needed, install cross walk identified in study 3. Summer '04 - Use existing Vehicle		1.Complete 2.Doesn't meet min. standards 3. Complete	

Deer Valley Drive and Sunnyside Drive Neighborhood

Weidenhamer

		Feedback Sign to gather data on speeds & amount of traffic 4. Winter ‘05 - Use existing Vehicle Feedback Sign to gather data on speeds & amount of traffic 5. Group has requested a formal traffic engineer study to more accurately measure speeds and traffic counts 6. Make later recommendation based on data collection **7. Not listed as priority of neighborhood as of 10/05 meeting**	February 2005 Spring ‘05 **10/05**	4. Pending 5. **$50K budget** 6. pending	5. Traffic calming CIP
3. Bus Stop	Cashel	1. A **City** bus stop is approved at Mountain-lands housing development 2. Neighborhood group still wants a school stop at intersection of DVD & Sunnyside	Spring **2006**	1. School bus stop cost ~$60K. Not in budget.	**May be able to put in base with sidewalk improve-ment**
4. Sidewalks	Gibbs	Connect the intersection of Sunnyside & DV Dr. to the new bus stop at Mountainlands site with a sidewalk	Summer 2005	Pending CIP review	PCMC’05 CIP

Neighborhood & Business District Needs Assessment – July-September 2005
Request for Elevated Levels of Service Request (RELS) - ATTACHMENT "B" TO QUARTERLY STATUS REPORT

Little Kate Road, Holiday Ranch Loop Road, Lucky John Drive

Status Report
Project ahs been split into both TC and Neighborhood Process to address capital projects requested. More information can be found under Traffic Calming Report, Attachment A.

Written Petition received – Per request of Staff, petition is being generated
Initial Internal Review – ongoing with TC Committee
Initial Communication to Council –
Comprehensive Internal Review –
Initiate Public Forum – ongoing
Communication to Council –
Potential Council Decision –

Target for Action	Responsible	Actions	Target Date	Status	Budget
1. Crosswalks	Weidenhamer	1. Create map to identify location 2. Identify warrant for crosswalk 3. Identify Costs	10/15/05 12/05 12/05	Pending	TBC
2. Realign Racquet Club Entrance with Monitor Drive	Weidenhamer	1. Create map to identify location 2. Identify costs and proc/cons	10/15/05 12/05	Pending	TBD
3. Sidewalks @Little Kate from HRL to elementary school	Weidenhamer	1. Create map to identify location 2. Identify options: a) 5' sidewalk back of curb b) separated pathway 3. Identify costs and pros/cons	04/06 04/06	Pending	TBD

City Council Staff Report

Author: Kent Cashel, Deputy PW Director
Subject: Snyderville Basin Transportation-Transit Master Plan
Date: October 27, 2005
Type of Item: Informational-Discussion

Public Works

Summary Recommendations:
Staff requests that Council review and provide comment on the Snyderville Basin Transportation-Transit Master Plan (SBTMP) as well as the work plan identified in this report.

Description:

Topic:
Snyderville Basin Transportation-Transit Master Plan

Background:
The City has contributed $20,000 in funding to cooperate with Summit County on the development of a Snyderville Basin Transportation\Transit Master Plan (SBTMP). A key component of this plan is traffic management along the SR-224 corridor. The SR-224 corridor is the primary entry and exit route for Park City visitors, residents, employees and commercial deliveries. The management of traffic along this corridor is critically important to the economic health of Park City and the well being of it's residents and visitors.

The SBTMP covers a 25 year planning horizon and relies on three strategies to manage traffic growth along the SR-224 corridor. Those strategies are:

- Transit demand strategies
- Enhance transit services
- Capital improvements

Study Area
The study area included:

- The I-80 corridor from the Jeremy Ranch exit east to the SR-224 exit at Kimball Junction.
- The SR-224 corridor from Kimball Junction south to the County\City border.

A Map of the study area may be found in the SBTMP Figure 1-1 (page 3).

Study Components
The SBTMP study effort was comprised of three primary components. Those components are:

- ❒ Assessment of current conditions and highway levels of service (See SBTMP chapter 2 pg. 8-33).

- ❒ Projection of traffic growth and impacts of that growth to highway levels of service (See SBTMP chapter 3 pg. 36-41).

- ❒ Development and prioritization of required improvements to mitigate growth impacts (See SBTMP chapter 3 pg. 44-59).

A guiding principal of the SBTMP is a regionally coordinated planning approach. Summit County, Utah Department of Transportation and Park City staff have cooperated in the development of the plan and its recommendations. In August of this year a group of County and City elected officials, consultants and staff (engineering, planning, public works and administration) met for a full day for a Transportation Summit to discuss, brainstorm and finalize the recommendations of the plan.

This Transportation Summit resulted in a more balanced combination of strategies to manage growth impacts (demand management, enhanced transit and road improvements).

Summit County Staff will request that Summit County Commission adopt the SBTMP in Early November 2005.

Analysis:

Current Conditions
Utah Department of Transportation (UDOT) traffic counts provided current traffic volumes on SR-224. A graphic presenting this information can be found in SBTMP in Figure 2.9 (page 30).

These counts indicate that similar volumes of traffic are coming into and out of Park City on SR-224 as are occurring on SR-224 at Kimball Junction(31,800 ADT north of the Canyons Resort Drive and 31,000 ADT south of the Canyons Resort Drive). ADT is an acronym for Average Daily Traffic Volume. These counts also indicate that all SR-224 signalized intersections in Summit County are operating at acceptable levels during peak periods.

While ADT gives a good picture of current traffic volumes the measure is an average and does not indicate peak volumes or break out direction of traffic flow. Staff believes peak day volumes and the directional pattern of those volumes are critical to understanding how day to day travel and special events within Park City are contributing to traffic issues on the SR-224 corridor. This understanding will enable the City to more clearly focus its efforts on those travel patterns that are impacting levels of service on the SR-224 corridor.

Staff recommends the City continue gathering traffic data by counting traffic volumes south of The Canyons Resort Drive (entry and exit of Park City) and at oher key points along the SR-224 corridor within Park City limits.

Future Conditions
Future traffic forecasts were projected using the following approaches:

- ❒ Traffic growth projections for trips beginning or ending in Snyderville Basin were based upon a detailed evaluation of the remaining development potential of undeveloped parcels in the basin.

- ❒ Traffic growth projections for Park City were extrapolated using a historical growth trend. A detailed development analysis was beyond the scope and budget of this study. While the use of a historical trend line provides a reasonable forecast Staff believes the City should conduct a more rigorous growth analysis. This analysis will support more informed transit-transportation decisions in the future.

  This analysis when coupled with the SBTMP will provide a more complete and comprehensive assessment of the SR-224 corridor from Old Town to Kimball Junction.

Prioritized Improvements
Projected traffic volumes for 2030 can be found in the SBTMP figure 3-1 (page 42). This graphic indicates that if no improvements are made to the roadway network traffic growth will cause routine failure of all SR 224 signalized intersections in Summit County.

To mitigate the impacts of traffic growth numerous traffic demand management, road improvements and transit enhancements were evaluated. This evaluation resulted in the three phased Snyderville Basin Transportation\Transit Master Plan.

A summary of projects and financial requirements of the SBTMP is contained in the tables below (the full preferred alternative may be found in the SBTMP Section 3.4.1 pages 44-52).

Phase 1 (2006-2010)

Improvement	**SBTMP Page**	**Transit & Demand Management Est. Cost**	**Road Network Est. Cost**
Bus replacement and expansion	Page 44	$2,701,000	

Transit maint. and storage facility	Page 44	$4,225,000	
SR 224 & SR 248 park and ride lots	Page 44	$7,146,000	
Bus shelters	Page 45	$325,000	
GIS\AVL technology	Page 45	$687,000	
Extension of Powderwood Dr.	Page 45		$1,361,088
Uintah\Ute connection	Page 45		$636,400
Widen SR 224 I-80 to Bear Hollow	Page 45		$2,205,417
Landmark and Uintah reconstruction	Page 45		$8,858,817
	Subtotals	$15,084,000	$13,061,722
		Phase 1 Totals	$28,145,722

Phase 2 (2010-2015)

Improvement	**SBTMP Page**	**Transit & Demand Management Est. Cost**	**Road Network Est. Cost**
Extend Landmark to Bear Hollow	Page 48		$4,011,914
I-80 Eastbound/SR-224 Southbound free right	Page 48		$ 272,039
Kilby Road widening	Page 48		$1,176,245
Rasmussen widening	Page 48		$1,682,691
Widen SR-224 Bear Hollow to The Canyons	Page 48		$3,315,682
	Subtotals	$0	$10,458,571
		Phase 2 Totals	$10,458,571

Phase 3 (2015-2030)

Improvement	**SBTMP Page**	**Transit & Demand Management Est. Cost**	**Road Network Est. Cost**
Interchange frontage roads			$ 6,463,221
I-80 Interchange			$ 11,950,756
Landmark/SR 224 Grade separation	Page 45		$8,720,946
	Subtotals	$0	$27,134,923
		Phase 3 Totals	$ 27,134,923

The three phased plan recommends approximately $66 million in transit\transportation improvements over the 25 year planning period ($51 million in road improvements and $15 million in transit enhancements). Currently the SBTMP is not financially constrained (i.e., funding sources have not been identified in any detail). It is foreseeable that financing the plan will require a combination of Federal, State, County and City participation.

This transportation study has provided several benefits. Those benefits are:

- ❒ Assessment and documentation of current traffic conditions on SR-224 in Summit County.
- ❒ Assessment of the traffic impacts of approved , pending and future developments in the Snyderville Basin.
- ❒ Forecast of future traffic conditions if no transportation\transit enhancements are made.
- ❒ A consolidated transit\transportation project list to support planning and required to pursue Federal and State financial assistance.

Next Steps
Staff believes the Snyderville Basin Transportation\Transit Master Plan is a good first step to managing traffic growth along the SR-224 corridor. Refining and implementing a 25 year plan will require ongoing efforts. Those efforts will include:

- ❒ Compilation of annual reports on actual traffic growth patterns and impacts.
- ❒ Annual assessment of effectiveness of current mitigation efforts.
- ❒ Continual refinement of traffic growth projections and mitigation projects.
- ❒ Pursuit of Federal and State financial assistance.

Staff recommends the City follow the work plan contained in the table below:

Action	**Action Description**	**Estimated Completion Date**
1	Council provides comment on plan at the October 27th Council Work session.	10/27/2005
2	Plan presented to County Commission for adoption.	11/02/2005
3	Staff returns to Council for authorization to execute a letter of intent to partner with County on regional transportation issues (including identification of required Federal, State, County and City funding sources).	12/31/2005
4	Continue gathering traffic counts along the SR-224 corridor South of the Canyons and within Park City limits.	Ongoing
5	Staff provides annual report to Council on plan progress and	Annual

	effectiveness.	
6	Staff conducts a more rigorous traffic growth analysis for trips with beginning and\or end in Park City. This analysis will be integrated with SBTMP to provide a comprehensive corridor plan.	2007

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

Significant Impacts:
The three phased plan recommends approximately $66 million in transit\transportation improvements over the 25 year planning period ($51 million in road improvements and $15 million in transit enhancements). Currently the SBTMP is not financially constrained (i.e., funding sources have not been identified in any detail). It is foreseeable that financing the plan will require a combination of Federal, State, County and City participation.

Recommendation:
Staff requests that Council review and provide comment on the Snyderville Basin Transportation-Transit Master Plan as well as the work plan identified in this report.

City Council Staff Report

Economic Development & Capital Projects

Author:	**Colin Hilton**
Subject:	**Discussion on Possible Alternative Energy Demonstration Projects for the Park City Ice Arena & Sports Complex at Quinn's Junction**
Date:	**October 27, 2005**
Type of Item:	**Informational**

Council Request:
Provide Staff with direction on how to proceed with potential alternative energy demonstration projects.

Description:
Topic: City Council review of potential alternative energy demonstration projects.

Background:
In 2003, the City Council approved a resolution declaring Park City's interest in taking a leadership role in promotion of sustainable energy by promoting both energy efficiency and renewable energy for Park City Municipal and the community.

As stated within the resolution, one aspect of promoting a sustainable community has been to explore alternative energy sources and programs. To date, the new construction at the Quinn's Sports Complex has incorporated several sustainable design elements, as outlined below:

- Alternate transportation; on site public transportation access, locations for bicycle storage & changing rooms (locker rooms).
- Storm water management; naturally treated on site.
- Heat island reduction; ice sheet utilizes a white roof.
- Light pollution reduction; exterior building lighting for safety only, all lighting full cut off at property line with management plan.
- Water efficient landscaping.
- Innovative wastewater technologies; waterless urinals.
- Green Power; electric ice resurfacer verses typical propone or gas.
- Local/Regional materials.
- Daylight & Views for office spaces.
- Controllability of HVAC systems; perimeter vs. non perimeter spaces (ice arena).

There has been recent interest in exploring ways to promote additional sustainable building practices through the incorporation of alternative energies.

At a October 13, 2005 meeting, City Council directed Staff to return with a high level summary of the options available to see if there is interest on the part of the Council to pursue any of those options.

Analysis

Staff held discussions with architects, engineers, and product representatives of alternative energy systems, and accumulated the following information:

a) Most applications of alternative energy systems occur as either:
   1. A remote/rural location project where standard power source systems are not available
   2. A location where energy prices are very high
   3. A demonstration project highlighting the benefits of alternative energy and the advantages of reducing reliance on existing systems.

b) Utah currently has relatively low electrical energy prices compared to other states. Park City rates are in the 8.5 cents/kwh range whereas rates in California can be as high as 15 - 22 cents/kwh. In deregulated states (CA), incentives and tax credits are much more prevalent and offer as much as 50% off the initial capital costs.

c) Utah offers grants for alternative energy programs as well as Federal programs. If Council directs Staff to continue exploration of alternative energy options, the availability of grants would be investigated further. The State Energy Office under Gov. Huntsman is currently being reshaped and will likely have adjustments on energy policy priorities.

d) Currently in the State of Utah, existing power supply systems (primarily coal fired) produce electric power at a cost of approximately 4 cents/kwh. Transmission costs add to the total consumer price per kwh. Recent projects utilizing alternative energy sources have shown that power costs would typically need to be in the range of 18-24 cents/kwh to create a break-even scenario (given the up front capital costs). From an economic standpoint, payback periods are still generally in the 15-25 year range, depending on the amount off-setting grants and incentives offered.

e) Currently, the majority of coal-fired power plants in Utah are in their last 10 years of their projected lifespan. Additionally, supplies of available coal are diminishing quickly. Realization that current resources are dwindling has prompted predictions that within 30 years, new construction will require a project to produce onsite, 30-50% of their energy requirements. While the current costs of producing electricity are seen as quite low, the current coal-fired plant systems would need multi-million dollar upgrades in the years to come that are not currently influencing the rate structures.

f) Wind and solar power generation are two alternative energy options that could be explored for the Quinn's site given Council's possible interest and direction. Currently, any project utilizing an on-site energy production device would need to either create adequate battery storage to power certain building components (somewhat costly) or utilize a “grid tie-box” which basically dumps power back into the local power grid (minimal cost – but minimal cost return; currently Utah Power would pay back a customer at approximately 4 cents/kwh wholesale price). Potential Options for Council to consider:

Wind Power

1. An industry representative for wind power has shared possible applications for how a wind machine could generate alternative power at the Quinn’s Sports Complex.
2. Two variations were outlined:
   - A. Whisper “500” – cost installed at approximately $22,500. Requires mounting a 15’ diameter turbine on a minimum 35’ high pole – suggested on the top of the hill behind the rink site. This unit requires a minimum wind speed of 7 mph to generate power.
   - B. The unit is estimated to produce between 16 – 25 kwh/day in good conditions. Looked at in two ways, that would be enough to power a few elements of the building (perhaps the Zamboni), or off-set power bills at the current 4 cents/kwh rate to the tune of approximately $.64 - $1 a day.
   - C. A second unit currently in testing– called the “Storm” comes in at a much lower up-front capital cost of approximately $11,000, would also require a 35’ high guy-wireless pole, has a lower weight, and is quieter. It has an estimated production capacity of 16 kwh/day with the similar economic off-sets described above. It has a 3 mph minimum wind speed to generate power.
   - D. The City’s recreation complex is zoned Recreation Open Space (ROS). A windmill would be prohibited by the underlying zoning. Council would either have to amend the ROS District to consider the Use, or determine that it is an “Essential Municipal Public Utility Structure” and therefore a Conditional Use in the ROS Zone. The ROS Zone height is 28’. The City Council would also have to amend the ROS Zone Height to allow for an enumerated height exception for a windmill. Any amendments to the ROS District would require a Planning Commission public hearing and recommendation prior to Council action. Additionally the Conditional Use Permit would require a public hearing and notification to adjacent property owners. The Planning Commission when considering a Conditional Use permit would have review CUP criteria that include: 15-1-10(E)(8) Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots; and 15-1-10(E)(10) physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing.
   - E. Further detailed research (such as determining the typical wind speeds at the site) could be explored if Council directed Staff to do

so. Staff will have a rendering available at the Council meeting to see visually the height of a wind-powered project at the site.

Solar Panels

1. Industry representatives for solar power have shared possible applications for how solar panels could generate alternative power at the Quinn's Sports Complex.
2. Solar panels can be mounted in structured modules or incorporated into "thin film" membranes that can be adhered to existing roof structures.
    A. Structured modules tend to have higher efficiencies than thin-filmed applications.
    B. Recent projects in Utah have shown installation costs of solar applications at $8-$10 per watt. Systems are typically designed to generate certain kwh blocks of say, 5 KWH, 10 KWH, 20 KWH, 50 KWH, etc. Usually, a customers budget dictates how big a system is designed.
    C. As for a possible application at the Sports complex, the Ice Arena's flat roof could be explored for a possible application. More research would need to be done to investigate the load requirements.
    D. Advantages to solar options would be reduced visual impacts and reliance on a more predictable quantity of sunshine for our climate.
3. Cost scenarios:
    A. 5 kwh project – estimated cost $45,000, conservatively would generate 40 kwh/day. Looked at two ways, would either power up certain elements of the building or off-set power bills by $1.60 /day.
    B. 10 kwh project – estimated cost $90,000, conservatively generating 80 kwh/day. Looked at two ways, would either power up certain elements of the building or off-set power bills by $3.20/day.
    C. 50 kwh project – estimated cost $450,000, conservatively generating 400 kwh/day. Providing power for an even higher percentage of building elements of the facility or off-setting power bills by $16/day or $5,840 yr.
    D. Consideration of solar options at the ice rink would require a modification to the CUP as it relates to the overall design of the ice rink building and recreation complex. This would go to the Planning Commission for a public hearing. Notification of adjacent property owners would be required.
    E. Further research could be explored if Council directed Staff to do so.

Discussion Topics:

1. Is Council interested in pursuing an alternative energy project at the Sports Complex at Quinn's Junction?
2. What criteria should be considered when deciding on whether to do a project? (demonstrates sustainable practices?, promotes community

awareness? economics? visual impacts? etc) Is one criteria more important than others?

3. Given that the current Sports Complex budget does not have a budget that could pay for an alternative energy project, does Council desire Staff to reprioritize other budget funds?
4. Would Council like Staff to return with a broader sustainability goal update?

Department Input & Review:
This report received comment and input from Staff within Economic Development & Capital Projects, Special Events and Facilities, Public Works, Planning, and Sports Complex Manager.

Council Request:
Provide Staff with direction on how to proceed with potential alternative energy demonstration projects.

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 6, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Lloyd Evans, Chief of Police; Colin Hilton, Economic Development Director; and Phyllis Robinson, Consultant

Bob Wells and Trish Casto, Mountainlands Community Housing Trust (MCHT)

1. Council questions/comments. Joe Kernan thanked the volunteers who cleared vegetation from the Poison Creek Trail. Candace Erickson reported that the Historical Society will be moving into its new space and is holding its annual Dungeon Party tomorrow night. Recycle Utah held its board meeting where the rising costs in energy were considered. RAB met on Tuesday night to prioritize recently discussed projects and will return to Council shortly. She thanked Tom Bakaly and the Mayor for their testimonies before the U S House of Representatives subcommittee on the Gambel Oak issue. Marianne Cone also expressed her appreciation and congratulated Ms. Erickson on her appointment to the ULCT Board of Directors. She asked for information on the delayed response to a fire alarm at the Santy Auditorium last Friday. Chief Lloyd Evans understood there was a concurrent medical emergency at The Yarrow. The Fire District reports response time to the alarm at 8.5 minutes and Fire Chief Kelly Gee reminded him of their plan to build a station in Holiday Ranch to increase the number of response units in Park City. There was discussion about the Historic Tour scheduled tomorrow including members of the City Council, Planning Commission, and Historic District Commission.

Kay Calvert announced her decision to pull out of the campaign because of an illness in her family. The Mayor expressed his regret in accepting her resignation and stated that he will miss her wit, intelligence, charm, and sense of humor and added that Council member Calvert has been very effective during her tenure.

Dana Williams commented on the trip to Washington DC and partisan politics. He commended Congressman Rob Bishop’s participation at the hearing and his commitment in protecting Park City’s interests. He suggested powering the Zamboni at the Sports Complex with wind power which is feasible, but explained that wind turbines are 59 feet high. He asked for Council support for staff to explore this option. Colin Hilton suggested scheduling a work session on wind and other energy alternatives like solar panels for the Sports Complex. Jim Hier felt that providing long term savings is important and expressed that he favors solar power. He feared the precedence of the City installing a 59 foot wind turbine at this point in time. In response to a comment made by Marianne Cone about snow covering solar roof panels, Mr. Hilton explained that the flat roof is good because the panels will not be visible and can be rotated. She spoke about the use of wind power in Scotland.

2. Meeting questions/comments:

Loan extension to MCHT. Phyllis Robinson explained that on December 2004, the City extended a loan of $100,000 at a rate of 3% interest to MCHT as part of the construction loan package for The Line Condominiums on Deer Valley Drive. There are representatives from MCHT in attendance to answer questions on the project and she added that the construction seems to be back on track. Zions has extended the construction loan through January 31, 2006 and the City is being asked to do the same. The plat was approved by Council last month and its recordation allows the sales agreements to proceed. Jim Hier brought up the option of capping the sales prices, which was an option included in the staff report.

Board member Bob Wells explained that MCHT is not intending to increase prices and only plans to cover its costs. He believes everyone has the same goals. Mr. Hier asked if the January 31 date is realistic. There was discussion about replacing contractors on the job and the delay of progress on a unit due to a waterline problem. Mr. Hier again asked if the project will be completed on time. Bob Wells wasn't sure if this unit will be finished by January, but didn't believe this would interfere with the sale of other units. There are still some unknowns with regard to a final sales price but costs should be in place in a couple of weeks. Trish Casto relayed that the latest price estimates are $83,800 to $163,500. Phyllis Robinson suggested that staff return to Council with firm price commitments or shortening the extension period pending the final sales price. Joe Kernan pointed out the challenges of employing contractors and workers to complete projects, and felt the prices are great and serves a great need in the community. Bob Wells didn't believe a 5% cap would be problematic. Dana Williams invited anyone in the audience to comment on this project.

Harvey LaPointe, 537 Deer Valley Drive, stated that it is important that the City extend the loan. He viewed Council's roles this evening as being to protect taxpayers' money, to fulfill efforts in affordable housing, and to act as an agent for the 22 buyers who have been waiting a very long time for the project to be completed. He is not here at the request of any of these folks, but is here because of them. He agreed with Mr. Kernan about the latest prices, but noted that if we were expecting to buy a condominium at the original price, we wouldn't be very happy today. Additionally, in the beginning, buyers may have had other options but since that time, real estate prices have significantly escalated and people are cautious about approaching MCHT with their concerns. He believes MCHT has done a good job with regard to managing affordable housing rentals, but this project is a mess. Mr. LaPointe detailed the lack of progress on the project and pointed out that he observed that the only occasions where a reasonable number of workers appeared at the site coincidentally relates to the timing of review by the Planning Commission and this week, the extension of the loan. At this rate, he felt confident that another loan extension will be requested in January which is ridiculous. He encouraged the City and Zions to pressure MCHT to complete the project.

Joe Kernan stated that he knows many of the buyers. It may be unrealistic to expect to get quality, affordability, and availability in one product. He felt that putting pressure on MCHT may not accomplish much as they might be doing the best possible job possible. There isn't any evidence that they are at fault for the delays and builders are experiencing difficulty in finding construction employees, especially now that the ski resorts are gearing up. Jim Hier emphasized that Mr. Kernan's comments should not be considered as the opinion of Council members. He is not going to attempt to make any excuses for the poor management of the project. Marianne Cone agreed. The City Manager indicated that this item can be moved off the Consent Agenda and placed under New Business to discuss placing a price cap.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 6, 2005

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 6 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kirsten Whetstone, Planner; Patrick Putt, Planning Director; Colin Hilton, Economic Development Director; Eric DeHaan, City Engineer; and Kathy Dunks, Water Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. City Council disclosures - Marianne Cone disclosed that she is a resident of Prospect Street, but will be voting on Item 2 under New Business. Candace Erickson stated that her husband is an employee of Stantec Consulting, but he is not associated with the Prospect project. Joe Kernan announced that both Park City Municipal Corporation and MCHT are recycling customers of his.

2. Farm trails - Craig Sanchez explained that the upper trails at the Farm will be cleared and graded to prepare the trails for track skiing. The Friends of the Farm have been notified.

3. Mine Road - Ron Ivie reported that the Mine Road will be opened next Wednesday and moving the material from Empire Pass will conclude in approximately a week. To date, there has been only been one citation associated with the project's safety program. He explained that the increased monitoring also identified unsafe vehicles unrelated to the hauling project, which helped the overall safety of the City. On another issue, Mr. Ivie reported there will be some activity at 801 Park Avenue which has been authorized by the City.

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

The Mayor invited the public to comment.

1. Talisker mine tailings project - Bill Hummer, 32 Prospect Avenue, spoke about the safety concerns he and others expressed at meetings on hauling mine tailings from Empire Pass. He specifically congratulated Eric DeHaan and Ron Ivie for implementing the safety plan, also pointing out that Chief Evans made sure his officers adequately policed the area and that the drivers were trained. The City and Talisker did everything possible to manage project and he extended his appreciation to all.

2. Literary Festival – Elizabeth Swank thanked the City for its help in this first year event. She specifically recognized Max Paap for his guidance and support and she is

looking forward to planning next year's event. She encouraged grass root efforts which should not be discouraged by negativism.

3. Glory Hole glass studio:

Elizabeth Swank emphasized Park City Arts Council's continued support of the Glory Hole proposal. She felt that a hot glass studio would make Park City unique and referred to comments made by naysayers. Ms. Swank outlined the cultural benefits of the proposal. Marianne Cone felt this the glass studio is a great idea and hasn't heard any negative comments.

Peter Roberts, Glory Hole, stated that his proposal will bring cultural tourism, provide a destination studio, and will be an economic driver for Park City. He spoke about the higher education component and creating employment opportunities. With regard to his bid, he pointed out that he has raised capital and the improvements will be paid for by him. He has spent over $1,000 of his own money and applied for a SBA loan and the bankers indicated that his application was too conservation. He hoped to have the Bertinelli's as neighbors, which is possible with his deal. He read letters of support from Felix and Karen Saez, Kim McGuire, Edward F. Patterson III, Hilary Reiter, Stephen Edwards and Eric Mosher.

Rich Wyman, resident, expressed his support of David and Rachel Bertinelli's offer to purchase the Woodside house. They're great people and he would hate to see them leave after renting the residence for ten years. He hoped something can be worked out.

Liz Peet, resident and Glory Hole agent, stated that the hot glass studio is a wonderful opportunity to develop the Watts property to its best while letting the Bertinelli's occupy the Woodside house. Its presence would be monumental in the *Glass World*.

Mike Sweeney, stated that his family supports Peter Roberts' glass studio and if parking becomes an issue, they would offer the use of the Town Plaza parking as a way of accommodating the project. It is in the community's best interest to have a project like this.

Andrew Stack, neighbor of Peter Roberts, felt a community-oriented project is important and appropriate.

Constance Tyler, real estate agent and Utah resident, expressed her support of the Glory Hole project on the Watts property which would compliment the City by way of attracting visitors.

David Pegler, resident, expressed his support of Peter Roberts and relayed it is an opportunity for Park City.

Paula McGee, resident, agreed with prior comments and supports the project.

Eric Goodlif, resident, stated that he is a commercial real estate broker and was an investment banker and supports the project.

Tom Humes, resident, read a letter from his wife, Lisa Humes, who felt that the Glory Hole proposal has far more to offer Park City than traditional restaurants or retail. The letter affirmed the proposal's financial feasibility, and that the lack of current funding should be cause for rejecting his bid. Mr. Humes expressed his support mainly based on educational and redevelopment benefits.

Matt Dacra, Old Town resident and architectural student, stated that he is working on a horse hospital in Silver Creek which is the only facility of its kind in 500 miles, not unlike the Glory Hole. A whisky distillery or a clubhouse for Promontory members are not as appropriate.

4. <u>Green building guidelines</u> – These comments were made among the testimonies on the Glory Hole project, but appear here for ease of reference. Diane Murphy, Leadership Class XI, thanked Council for passing a resolution in support of green building. She spoke about a meeting with building officials, representatives of the Home Builders Association, Recycle Utah, and the Snyderville Basin Planning Commission to establish voluntary building guidelines for the County. These should be available sometime in the spring and she thanked City staff for participating.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF SEPTEMBER 22, 2005

Kay Calvert, "<u>I move to approve the work session notes and minutes of the meeting of September 22</u>". Jim Hier seconded. Marianne Cone disclosed that she will be abstaining since she was not in attendance. <u>Motion carried</u>.

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

V CONSENT AGENDA PUBLIC HEARING

1. <u>Continuation of hearing on Ordinance amending the Municipal Code, Title 12, Sign Code</u> <u>**(motion to continue to October 27, 2005)**</u> – Candace Erickson, "<u>I move to continue the hearing on the Ordinance amending the Municipal Code, Title 12, Sign Code to October 27</u>". Marianne Cone seconded. <u>Motion carried unanimously</u>.

2. <u>Continuation of hearing on an Ordinance approving a final subdivision plat for Finnegan's Bluff Subdivision located at 760 Saddle View Way, Park City, Utah</u> – Kirsten Whetstone explained that the Finnegan Bluff Subdivision consists of six single family lots on 6.4 acres, located at the end of a cul-de-sac off of Saddle View Way and the parcel is above the existing Saddle Condominiums. It is zoned RD and located within

the Sensitive Lands Overlay District. Single family dwellings are considered an allowed use in the RD and the site is currently vacant. The Planning Commission reviewed a sensitive lands analysis for the property, including studies on density, steep slope, ridge line, fire protection, and wild life habitat. There is a sensitive ridge on the parcel, identified in the Sensitive Lands Map which is highly visible looking west from Park Meadows and Holiday Ranchettes. The ridge is not highly visible from the SR224 entry corridor with the exception of the area between Saddle View Way and Thaynes Canyon Drive. The Sensitive Lands Ordinance requires that there be no construction impacts within 150 feet of either side of a sensitive ridge. Ms. Whetstone noted that the applicant has demonstrated that the houses can be located on each lot in a manner that does not negatively impact the ridge line and sensitive slope areas as viewed from the Park City Golf Course. There are specific height limitations in terms of USGS elevations indicated on the plat at each building setback corner. She explained that at the time of a building permit, there would be site specific visual analyses conducted by the lot owner and submitted with the plans which further demonstrates that the house meets the requirements of the sensitive lands. The base density was a result of the sensitive lands analysis, resulting in 6.27 dwelling units and the Planning Commission conducted public hearings on June 8, July 27, and September 14 and forwards a positive recommendation according to the findings of fact, conclusions of law, and conditions of approval as outlined in the Ordinance.

In response to a question from Candace Erickson, Ms. Whetstone responded that the City heard early on from Windrift Condominiums but the Saddle Condominium HOA followed the process through to the September 14 meeting. There is language in the declarations that provide for separate home owner associations and maintenance of the private road. Ms. Erickson expressed concern about intrusions to the ridge line as the project is built, and Ms. Whetstone displayed the computer generated renderings of the site component. There will also be a plat note, "*prior to individual building permit issuance, the site specific visual analysis shall be conducted by the lot owner and presented to the Planning Department with the building permit plans to demonstrate that the house is in compliance with the Sensitive Lands Ordinance and with the specific height limitations identified on the plat, or as otherwise approved during the site specific visual analysis.*" Mayor Williams spoke about a formula where projects are moved away from the ridge at a distance relating to the elevation. Ms. Whetstone stated there is a vertical and horizontal measurement in the LMC and through illustration of renderings discussed where the rooftops are located. The Mayor opened the public hearing and with no input from the audience, closed the public hearing.

3. <u>Ordinance approving a final record of survey plat for the Lookout at Deer Valley, located at 6601 Royal Street West, Park City, Utah</u> – Patrick Putt explained that the project contains 35 condominium units on a 45 acre parcel in the RD Zone. The applicant is seeking approval which consists of duplex and detached single family structures. The Planning Commission approved the MPD on July 7, 2005 and the Development Agreement on September 14, 2005. The plat identifies private, common and limited common areas and provides all necessary easements and rights-of-way. The project is consistent with the approved MPD and he explained the relocation of one of the access points to provide improved sight lines. He described the 32 foot high

retaining wall, which the Commission determined to be generally consistent with the original MPD approval. Any resulting visual impacts would affect the residents of the project.

In response to a question from the Mayor, Mr. Putt indicated that there has been very little public input on the project. Mark Harrington interjected that the project stems from an annexation agreement some time ago and has vested rights. The applicant agreed to a sensitive lands review process which resulted in a more compliant product. He explained that the plat reflects the residential units, 82% open space, and construction is within the limits of disturbance. The Mayor opened the public hearing and with no comments, closed the hearing.

4. Ordinance approving a final record of survey plat for The Spiro Condominiums Cottages "1" – "22", located at 1825 Three Kings Drive, Park City, Utah – Kirsten Whetstone explained that this application relates to the Spiro Tunnel MPD, CUP and annexation agreement. The MPD consists of 22 cottages, one single family residence with a guest house, 75 condominium units, and 14.5 commercial unit equivalents of office retail with employee housing units. The plat identifies private, limited common, and common areas within the project and recordation enables the sale of individual cottage units. There are 22 residential units, eight individual units, and 14 paired units on a private street with associated driveways, garages and common area. The Planning Commission forwarded a positive recommendation on September 14 and staff recommends adoption of the Ordinance, as drafted. The Mayor opened the public hearing, and with no comments from the audience, closed the public hearing.

Ms. Cone asked for clarification of the phrase "*substantially consistent*" and Ms. Whetstone explained that in this case there was a slight change from the MPD with regard to removing an easement. The City Attorney interjected that another reason for providing some flexibility is because the project is being platted before construction is complete, and there are always anticipated minor modifications.

VI CONSENT AGENDA

Jim Hier, "I move we approve Consent Agenda Items 1 through 5". Candace Erickson seconded. Motion unanimously carried.

1. Ordinance approving a final subdivision plat for Finnegan's Bluff Subdivision located at 760 Saddle View Way, Park City, Utah – See staff report and public hearing.

2. Ordinance approving a final record of survey plat for the Lookout at Deer Valley, located at 6601 Royal Street West, Park City, Utah - See staff report and public hearing.

3. Ordinance approving a final record of survey plat for The Spiro Condominiums Cottages "1" – "22", located at 1825 Three Kings Drive, Park City, Utah - See staff report and public hearing.

4. Appointment of election judges for the Municipal General Election to be held November 8, 2005 - See staff report.

5. Ninety-day loan extension to Mountainlands Community Housing Trust for The Line Condominiums affordable housing project, located at 555 Deer Valley Drive, Park City, Utah – See staff report and work session notes.

VII NEW BUSINESS

1. Authorization to City Manager to execute a Utah Power & Light General Service Contract, in a form approved by the City Attorney, for the Park City Ice Arena and Sports Complex – Colin Hilton explained that this contract provides for Utah Power & Light to install over $80,000 worth of infrastructure and support supplies for the necessary power for the Sports Complex. The City is not required to pay upfront and the minimum annual payment is $16,275 plus 80% of the scheduled billing. The annual budget for electricity is estimated at $85,000, which is based on costs from single sheet facilities. This approach is a commitment to an operating formula whereby UP&L allocates 20% of the billings toward covering its capital costs. Mr. Hilton emphasized that the City is billed for usage and there are no consequences if energy-saving options are utilized. Kay Calvert, "I authorize the City Manager to execute a Utah Power & Light General Service Contract, in a form approved by the City Attorney, for the Park City Ice Arena and Sports Complex

2. Authorization to City Manager to execute an agreement, in a form approved by the City Attorney, with Stantec Consulting Inc. for design and construction management services related to reconstruction of Prospect Street in an amount not to exceed $163,250 – Eric DeHaan explained that staff is working on 2006 capital projects identified in OTIS, which is about half way complete. The Council has budgeted $1.2 million for the reconstruction of Prospect Street and the Snyderville Basin Water Reclamation District will also be making improvements in tandem. The water system will be reconstructed and storm drains will be installed. The street will be reconstructed, parking areas improved, and sidewalks will be installed linking Prospect Street with the realigned Marsac Avenue intersection. The City Engineer noted that this is an engineering contract providing survey, design, and construction management services. The City formed a panel involving stakeholders who reviewed four different proposals and unanimously selected Stantec as being the most qualified. Stantec performed the upper Park Avenue, King Road, and Woodside reconstructions. Staff feels the bid is appropriate and recommends approval. In response to a question from Kay Calvert, Eric DeHaan clarified that the $163,250 is part of the $1.2 million. There will be another bid process conducted for the construction. Marianne Cone thanked Bill Hummer and Phil Hughes for serving on the committee.

Bill Hummer, 32 Prospect Avenue, emphasized the need to support this request. He felt properties will be better managed and maintained when the street is improved. The team concept and communication process worked well and information was disbursed to the neighborhood.

Kay Calvert, "I move to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Stantec Consulting Inc. for design and construction management services related to reconstruction of Prospect Street in an amount not to exceed $163,250". Marianne Cone seconded. Motion unanimously carried.

3. Authorization to City Manager to execute an agreement, in a form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed $158,900 – Kathy Dunks explained that Carollo responded to the RFP for design services and submitted a proposal to use UV disinfection technology in lieu of filtration. The apparatus is attached directly to the pipe. There still may be a need for a small chemical building but not a water treatment facility. In response to questions from Council member Kernan about actual savings, Ms. Dunks responded that capital costs will be cut at least by half. A filtration project was estimated at $1 million and this equipment is estimated at $390,000. It is hoped that this estimate will be reduced, but there are some unknowns with regard to dealing with the state on the bi-lateral compliance agreement. She indicated that she has no figures on the operating side. Ms. Dunks felt confident that there will be no conflicts with new regulations which may be enacted, and added that Park City will be the second city in the nation using the UV disinfection application. Jim Hier complimented Ms. Dunks in pursuing this great project.

Marianne Cone, "I move to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed $158,900". Jim Hier 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 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss property". Marianne Cone seconded. Motion carried unanimously. The meeting opened at approximately 5:30 p.m.

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

Prepared by Janet M. Scott

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 13, 2005

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Patrick Putt, Planning Director; Jerry Gibbs, Public Works Director; Colin Hilton; and Ken Fisher, Recreation Director

Mat Giles, Jacobsen Construction; Norm Anderson, Parson Cement; and Rich Miller, Chairman of Recreation Advisory Board (RAB)

Absent: **Council member Joe Kernan**

1. Council questions/comments. Marianne Cone reported on Arts Council business, specifically bus shelter art, and other meetings attended during the week. Jim Hier sadly relayed that bus driver Cindy Houston has been hospitalized with acute leukemia.

Candy Erickson commented on the earth work at the Farm trail which will be re-vegetated. She understood that six culverts should be installed before winter on the property for drainage purposes at a cost of approximately $5,000. Tom Bakaly suggested researching this project further and holding a general discussion on cross-county ski issues at the November 3 work session. Ms. Erickson suggested that Council devote some time discussing long term use of the Farm, additional trails, and the City's role in providing ski trails at its annual visioning session. Friends of Ice is working on planning a grand opening; other items of review at the meeting included priority of operations, publicity, website, and holding a fund-raiser for a specific purpose and/or purchase. She congratulated the Historical Society on its annual membership party and shared compliments relayed to her about Max Paap's and Nick Kingery's helpful assistance on a filming project last week. Council member Erickson pointed out how much revenue film-making generates for the City. In response to a question from the Mayor, she indicated that the Friends group was supportive of exploring renewal energy sources at the Sports Complex. The Mayor discussed testing wind at the site or simply installing a wind turbine, because the pole is identical. He relayed that Utah just received a grant for the installation of three bio-diesel tanks and he asked if this would be beneficial to the City, as bio-fuel demands grow. Jim Hier understood that Park City currently does not own underground tanks and would never be in favor of the City sinking its own storage tanks. The Mayor stated that he would obtain more information to share with the City Manager. Ms. Erickson expressed concerns about the City installing wind turbines without controls on their location and proliferation for other projects. Ms. Cone asked if solar units are allowed in Old Town and Mr. Putt explained that they would be allowed provided that they are placed in a manner that is not highly visible from the primary façade. Generally, solar panels are allowed in all other zones. Jerry Gibbs stated that staff will update Council on the bio-diesel test for the trolley.

The Mayor thanked Mark Clements from the Sierra Club for his support in the Gambel Oak matter. He met with representative of Quest who indicated an interest in participating in community projects and he administered the oath of office to a number of reserve officers over the weekend. Mayor Williams indicated that he received a complaint about holding this week's Planning Commission meeting on a high holiday, Yom Kippur; there were interested citizens who couldn't attend.

2. Construction update. Colin Hilton introduced Mat Giles from Jacobsen Construction and Norm Anderson from Parsons Cement at Quinns Junction. Both the downtown parking garage and Sports Complex are in the process of paving and the artificial field is complete. The Marsac south parking lot is now being used to store forms and other materials as there is little space on site. Mr. Hilton explained that there has been an unprecedented global demand for cement as a result of growth in the Pacific Rim and the occurrence of natural disasters and this shortage will impact the City's projects. Norm Anderson explained that his cement deliveries are now rationed and his supply is half compared to last year. However, Parson's customers have been prioritized and he assured Council that the Sports Complex and parking garage are their top priorities. Cement companies typically fill their silos with surplus, which were empty in July, and Parson is doing business strictly from production. Mr. Hilton indicated that the completion date for the garage is December 15, which will be delayed two weeks. However, there can be a partial opening on December 16 which would include all of existing China Bridge and the first two levels of the new structure. This plan would provide more parking than a year ago and represents a net gain of 277 spaces in the downtown parking supply. Mat Giles from Jacobsen stated that as parking areas are completed, they will be opened. Jim Hier suggested diverting the cement from one project to accommodate completion of the other and Mr. Giles explained the need for continuous pours for the parking structure, and didn't feel it would be very beneficial. Mr. Hier believed that the opening of the rink is not as critical as the opening of the parking garage during Christmas week. Mr. Hilton reiterated that by Christmas, it is anticipated that there will be more downtown parking available as compared to a year ago.

3. RAB Visioning. Ken Fisher explained that this session is a follow-up to the September work session where a variety of projects were discussed. Since that time, RAB has identified the Racquet Club and the Recreation Building as high priorities with a focus on adequately maintaining existing facilities before considering new construction. He discussed replacing the softball field in City Park and developing ideas for enhancing Poison Creek. Council previously directed staff to explore improvements to the north end of City Park, i.e. curb and gutter, paving, landscaping, etc., and RAB recommends moving this to a lower priority. The Recreation Building, softball diamond and Poison Creek projects were considered more important. In response to a question from Jim Hier, Mr. Fisher indicated that RAB will be looking for Council approval on proceeding with improvements to the Recreation Building and there is available funding in the City Park Fund. He explained the Poison Creek proposal which simply involves clearing out overgrown areas. Rich Miller added that this project could be accomplished with a community volunteer effort and the plan will be presented to the City Council before moving ahead. Marianne Cone commented on the high use of the Recreation Building which often becomes overcrowded with summer camp participants and she spoke about an underground expansion concept connecting the building with Miners Hospital which was proposed 20 years ago. In response to a question from the Mayor, Mr. Fisher stated that the skate park expansion is out to bid, which closes the end of the month, and the project will begin in the spring. There was discussion on the climbing boulders installed today at the Prospector neighborhood park. Council member Cone pointed out the popularity of Frisbee golf and Candace Erickson stated that Deer Valley is interested in providing a course. Ken Fisher added that staff is not exploring funding for disc golf at this time and will first attempt to gauge community interest.

Acknowledging that RAB will probably not be meeting with Council until after January, Rich Miller thanked Kay Calvert for her strong support of recreation during her tenure on City Council.

Prepared by Janet M. Scott, City Recorder

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

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 13, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, and Jim Hier. Joe Kernan was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Ray Milliner, Planner; and Dave Gustafson, Project Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

None.

IV CONSENT AGENDA PUBLIC HEARING

<u>Ordinance approving a subdivision of the metes and bounds parcel, located at 570 Deer Valley Drive, Park City, Utah</u> – Planner Ray Milliner emphasized that this is not a condominium plat, as advertised on the agenda, but rather a subdivision. The Planning Commission forwards a positive recommendation on the Ordinance and also approved a conditional use permit for eight units on the property. In response to a question from Marianne Cone, Mr. Milliner stated that the roofs are flat and building height is 28 feet. The Mayor opened the public hearing and with no comments from the audience, closed the hearing.

V CONSENT AGENDA

<u>Ordinance approving a subdivision of the metes and bounds parcel, located at 570 Deer Valley Drive, Park City, Utah</u> – See staff report and public hearing. Marianne Cone, "<u>I move approval of the Ordinance approving a subdivision of the metes and bounds parcel, located at 570 Deer Valley Drive, Park City, Utah</u>". Candace Erickson seconded. <u>Motion carried</u>.

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

VI NEW BUSINESS

Authorization to the City Manager to execute a Utah Power & Light work agreement in the amount of $130,825, in a form approved by the City Attorney, for the relocation of overhead electric utilities associated with Phase 1 of the Downtown Improvement Project – Dave Gustafson explained that with the construction of the new parking structure, the overhead utilities need to be removed because of the extension of the stairwells. The plan is to remove overhead Utility Poles 1 through 5 starting at the Transit Center. Poles No. 3 and 4 will temporarily remain because they also provide lighting for surface parking until Phase 2, the Town Plaza, is underway. This cost has been budgeted and part of the overall project. There was discussion about the operation of the Ten O'clock Whistle, and Mr. Gustafson felt downtime would be minimal. Jim Hier, "I move we authorize the City Manager to execute a Utah Power & Light work agreement in the amount of $130,825, in a form approved by the Legal Department for the relocation of overhead electric utilities". Kay Calvert seconded. Motion carried.

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

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, and Jim Hier. Joe Kernan was excused. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Kay Calvert, "I move to close the meeting to discuss property ". Candace Erickson seconded. Motion carried.

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

The meeting opened at approximately 5:15 p.m. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

City Council Staff Report

Author: Brooks T. Robinson
Subject: Land Management Code change
Date: October 27, 2005
Type of Item: Legislative

PARK CITY 1884

PLANNING DEPARTMENT

Summary Recommendations:
Staff recommends that the City Council hold a public hearing and adopt the amended Section 15-2.11-3(I)(1)(b) of the Land Management Code as found in the ordinance.

Topic:

Applicant	**Thaynes Canyon I Homeowners Association**
Location	**Payday Drive**
Zoning	**Single Family (SF)**
Adjacent Land Uses	**Residential and Municipal Golf Course**

Background:
The City received a completed application on September 12, 2005 for a Land Management Code change from the Thaynes Canyon I Homeowners Association (HOA). The current zoning is Single Family (SF).

The request from the HOA is to amend 15-2.11-3(I)(1)(b) Other Exceptions to modify the Side Yard exceptions for Thaynes Canyon Subdivision I. The side yard setback in the SF zone is 12 feet; the exception for Thaynes Canyon Subdivision I allows for a 5 foot side yard. The HOA requests that the side yard exception be modified to 10 feet to correspond with their existing Codes, Covenants, and Restrictions (CC&Rs).

Thaynes I was originally platted in 1971 with a zoning designation of Residential Development (RD). At the time, the Single Family (SF) zoning district did not exist. The SF zone came into being in 1986 (Ordinance 86-12) and Thaynes I and II, and Prospector Village were re-zoned from RD to SF. The language of the RD zone prior to 1986 allowed reduced site requirements under Chapter V Supplementary Regulations:

> "On any lot under separate ownership and of record prior to April 4, 1968 or on any lot which has been approved by the City Council prior to the date of this Code (1976), such lots having smaller dimensions than required for the zones in which they are located, the front yard, rear yard, and side yard set back requirements of said lots shall be deemed to comply with the zones in which they are located and maybe reduced as follows: …In the RD zone for single-unit dwellings the front yard for main buildings may be reduced to twenty (20) feet. The front yard for a garage may be reduced to ten (10) feet. The side yards may be reduced to five (5) feet except on corner lots at which time the side yard abutting a street shall be a minimum of ten (10) feet..."

The minimum lot size of the RD zone at the adoption of the Land Management Code in 1976 was 12,500 square feet. Most of the lots within Thaynes Canyon I and II do not meet this lot size requirement.

With the creation of the SF zone in 1986 and the rezoning of Thaynes Canyon I (and Thaynes Canyon II and Prospector Village) into the SF district, the reduced site requirement exceptions were carried over into the revised Land Management Code (now section 15-2.11-3(I) and referenced in 15-2.11-3(B)).

The original recorded, and unchanged, CC&Rs for Thaynes Canyon I restricted the rear yard and side yard setbacks to a minimum of 10 feet (see Exhibit A). The Thaynes Canyon I HOA reportedly has been active since its inception in 1971 and vigorously enforces their CC&Rs and the setbacks stated in them. However, there is confusion created when the CC&Rs do not conform to the LMC requirements.

The Planning Commission held a public hearing on October 12, 2005, and forwards a positive recommendation to the City Council.

Analysis:
Staff finds the request from the Thaynes Canyon Subdivision I Homeowners Association to amend the LMC to comply with section 15-1-7. The request will increase the allowed side yard setback exception for Thaynes Canyon Subdivision I to a minimum of 10 feet and conform to the existing CC&Rs. The proposed language is as follows (the underlined language is added):

> (I) **OTHER EXCEPTIONS**.
>
> (1) In Thaynes Canyon Subdivision I and II, and Prospector Village Subdivision, minimum required Yards are as follows:
>
> (a) FRONT YARD. The minimum Front Yard for Main Buildings is twenty feet (20') and the Front Yard for garages is ten feet (10');
>
> (b) SIDE YARD. The minimum Side Yard is five feet (5'). On Corner Lots the minimum Side Yard abutting a Street is ten feet (10'). <u>In Thaynes Canyon Subdivision I the minimum Side Yard is ten feet (10')</u>;
>
> (c) REAR YARD. The minimum Rear Yard is ten feet (10').

Recommendation:
Staff recommends that the City Council hold a public hearing and adopt the amended Section 15-2.11-3(I)(1)(b) of the Land Management Code as found in the ordinance.

Ordinance No. 05-

AN ORDINANCE AMENDING TITLE 15, CHAPTER 12.11-3(I)(1)(b)OF THE MUNICIPAL CODE , REGARDING ZONING LANGUAGE FOR THAYNES CANYON SUBDIVISION I MINIMUM SIDE YARDS

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

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

WHEREAS, the City Council finds that the proposed change to the Land Management Code is necessary to promote consistency with the original zoning of the subdivision and eliminates inconsistent build-out patterns;

WHEREAS, it is in the best interest of the City to maintain Park City as a world class resort.

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

<u>SECTION 1. AMENDMENT TO TITLE 15- Land Management Code,</u>
<u>Chapter 2.11-3</u>

(I) **OTHER EXCEPTIONS**.

(1) In Thaynes Canyon Subdivision I and II, and Prospector Village Subdivision, minimum required Yards are as follows:

(a) FRONT YARD. The minimum Front Yard for Main Buildings is twenty feet (20') and the Front Yard for garages is ten feet (10');

(b) SIDE YARD. The minimum Side Yard is five feet (5'). On Corner Lots the minimum Side Yard abutting a Street is ten feet (10'). <u>In Thaynes Canyon Subdivision I the minimum Side Yard is ten feet (10')</u>;

(c) REAR YARD. The minimum Rear Yard is ten feet (10').

<u>SECTION 2. EFFECTIVE DATE</u>. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 27th day of October, 2005.

City Council Staff Report

PLANNING DEPARTMENT

Author: David Maloney
Applicant: James H. Frisbie for the Little Belle Condominium Homeowner's Association
Subject: 7155 Little Belle Court – Amendment to Record of Survey
Date: October 27, 2005
Type of Item: Administrative
Zoning: RD-MPD
Adjacent Land Uses: Medium Density Residential and Hotel / Retail

Summary Recommendations:

The Planning Staff requests that the City Council open the public hearing on the Final Plat of the amendment to the Record of Survey for the Little Belle Condominiums located at 7155 Little Belle Court, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration.

Background:

The applicant is requesting to amend the Record of Survey plat for the Little Belle Condominiums. The applicant is requesting to convert the rear decks and balconies from limited common area to private area. Thirteen of the twenty unit owners have signed a plat indicating that they are agreeable to the proposed changes.

Analysis:

The property is located in the RD-MPD zone. The proposed amendment will change rear deck and balcony areas within the Little Belle Condominiums from limited common area to private area. At the present time, the Little Belle Condominiums has a rear deck and rear balcony which is for the exclusive use of the owners of the condominiums to which they are attached. This conversion will not affect the total space available to the owners. Some owners may desire to enclose these spaces in the future. The purpose of this Plat Amendment is to process one plat amendment covering the conversion of all decks and balconies rather than applying for a separate Plat Amendment for each unit. The required project open space is not affected by this proposal.

Notice:

Notice of this hearing was sent to property owners within 300' on Wednesday September 28, 2005. Staff has received no comments from the public at the time of this writing. A notice was posted at the property and published in the Park Record on Wednesday September 28, 2005.

Department Review:

The Planning, Engineering and Building Departments have reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on August 23, 2005, where representatives from local utilities and City Staff were in attendance. No additional issues were raised.

Alternatives:

- The City Council may approve the amendment to the Record of Survey for the Little Belle Condominium plat with the conditions stated, or modify the conditions, or

- The City Council may deny amendment to the Record of Survey for the Little Belle Condominiums and direct staff to prepare findings supporting this recommendation, or

- The City Council may continue the discussion to a later date.

Recommendation:
The Planning Staff requests that the City Council open the public hearing on the amendment to the Record of Survey for the Little Belle Condominiums located at 7155 Little Belle Court, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration as found in the Ordinance.

Ordinance No. 05-

AN ORDINANCE APPROVING THE AMENDMENT TO THE RECORD OF SURVEY FOR THE LITTLE BELLE CONDOMINIUMS PLAT LOCATED AT 7155 LITTLE BELLE COURT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Little Belle Condominiums at 7155 Little Belle Court have petitioned the City Council for approval of the amendment to the Record of Survey of the Little Belle Condominium Plat plat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 12, 2005, to receive input on the amendment to the Record of Survey for the Little Belle Condominium plat;

WHEREAS, the Planning Commission, on October 12, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 27, 2005 the City Council approved the amendment to the Record of Survey for the Little Belle Condominium plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the amendment to the Record of Survey for the Little Belle Condominium plat.

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

SECTION 1. APPROVAL. The amendment to the Record of Survey for the Little Belle Condominium plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located in the Residential Development (RD-MPD) zoning district.
2. The street address for the property is 7155 Little Belle Court.
3. The rear decks and balcony areas are currently platted as Limited Common Area.
4. This Plat Amendment will change the Record of Survey plat to indicate that all rear decks and balconies attached to the Little Belle Court Condominiums are private area rather than limited common area.
5. There are no proposed applications for construction at this time.
6. The proposed action does not reduce the project's required open space.
7. The applicant has submitted evidence of the appropriate Owner's vote approving the amendment to the Limited Common Area.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code, the General Plan, and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.

Conditions of Approval:

1. The City Attorney and City Engineer review the final form and content of the plat for compliance with the Land Management Code and conditions of approval are a condition precedent to recording the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. Building permit applications to enclose the rear decks and balconies must be submitted to the building department prior to construction.
4. The applicant submits evidence of the necessary owner's signatures pursuant to Utah State law.

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

PASSED AND ADOPTED this 27th day of October, 2005.

EXHIBITS

Exhibit A – Proposed areas to be amended

City Council
Staff Report

Special Events and
Facilities Department

Author: Alison Butz
Hugh Daniels
Subject: Sundance Film Festival
MOU and City Services Agreement
Date: October 27, 2005
Type of Item: Administrative- Master Festival License

Summary Recommendations:
Conduct a public hearing and authorize the Mayor to execute a Master Festival License (MFL) and City Service agreement with the Sundance Institute as attached in a form approved by the City Attorney.

Description:
Topic:
Master Festival License and City Service Agreement with the Sundance Institute.

Background:
Park City has been the home of the Sundance Film Festival for almost 25 years. In that time, Park City has evolved with the Sundance Institute in accommodating the ever growing popularity and recognition of the Festival. In 2001, the City, the Chamber/Bureau, business and arts community approached Sundance with an offer to enter into a long-term agreement. The goal was to secure Sundance's presence in Park City. The 2001 Master Festival License and City Service Agreement secured the Festival's presence in Park City for eight (8) years.

The Sundance Institute has always stated their desire to increase their presence in the Park City community and to be known as a year-round contributor to Park City's arts community. In 2004, the Sundance Institute began discussions with a local developer to acquire space to relocate their corporate office from Salt Lake City to Park City. Discussions progressed and in 2005, the City, the Chamber/Bureau and the business community began discussions to enter into a new contract with the Sundance Institute, thereby supporting the Institute's relocation of their corporate headquarters and securing the Festival's presence in Park City for a significantly longer period of time.

Prior to making an offer, the City wanted a better understanding of the economic benefit that Sundance brings to Park City. The analysis section of this report contains a brief summary of the economic analysis, provided by Wikstrom Economic & Planning Consultants, Inc. entitled *Economic Impacts of Sundance Film Festival – expanded scope of 2004 Update*. The analysis section also contains a brief summary of the deal points associated with the Services Agreement. The City interacted with the business community while developing the agreement and has gained support from the Lodging

Association, Restaurant Association and the Chamber / Bureau. Fostering and supporting cooperative partnerships and programs between the resorts, business community, Chamber and government in an effort to promote increased business is a high priority in Council's economic development goals.

Analysis

In order to assess the direct benefit of the Sundance Film Festival to Park City, the City analyzed the economic impact of the Festival on Park City and Summit County. The table below summarizes the economic benefit of Sundance.

Gross Impact Summary								
Direct Impacts		Indirect Impacts					Induced Impacts	Total Impacts
Festival Expenditures	Festival Cost to Park City	Visitor Expenditures**	Fiscal Impacts					
			Total Park City	Total Summit County	Transit	Total		
$2,175,640	($82,763)	$23,106,535	$404,364	$555,468	$57,766	$1,017,598	$19,666,099	$22,776,574
		Lodging	$235,306	$450,443	$33,615	$719,364		
		Ski Industry	($42,336)	($8,467)	($6,048)	($56,851)		
		Restaurant	$124,623	$96,138	$17,803	$238,564		
		Retail	$86,771	$17,354	$12,396	$116,521		
		Total	$404,364	$555,468	$57,766	$1,017,598		

** Visitor expenditures are used to calculate fiscal and induced impacts, but are excluded from total impacts as the retailers are the direct beneficiary of those expenditures, not PCMC.

The total gross impact to Park City, the Transit Authority and Summit County is $22,776,574. Direct gross impacts equate to $2,175,640 and are attributable to Sundance expenditures in Park City, with indirect impacts of $1,017,598. The induced impact is $19,666,099.

The gross impact analysis does not include resident expenditures to avoid evaluating funds merely being diverted from the same regional economy. If, however, both resident and nonresident attendee spending were identified, the total impacts would be $30,822,762. Direct impacts would remain at $2,175,640, while indirect impacts would increase to $1,433,039 – $576,746 to Park City; $773,900 to Summit County; and $82,392 to the Transit Authority. The fiscal impact growth is attributable to the increase of $9,850,434 in visitor expenditures as a result of including resident expenditures. The induced impact is $27,296,846.

Using the economic analysis and knowledge of Sundance's needs, the City has put together the attached Agreement. This document is a collaborative effort between the City, Summit County, the Park City Chamber/Bureau, the Lodging Association, the Restaurant Association and the Sundance Institute. The financial implications of the deal points are summarized in the Significant Impacts section of the report. The following is a brief summary of the major components of the attached agreement.

<u>Term</u>

The term of the agreement is for eleven (11) years, 2007 through 2018 with an option to renew for an additional ten (10) years. The Sundance Institute has agreed to tri-annually review the dates of the festival to reduce possible conflicts for sections of the business community where they can, while maintaining the success of the festival.

<u>Relocation of Headquarters</u>
Within the agreement, Sundance will receive additional monetary compensation for the relocation of their Headquarters to Park City. The Sundance Institute has signed a lease with Paladin developers, to occupy a space in the Silver Star development. One of the components of the Sundance Institute is an artist in residency program. This program will bring people to Park City for an extended time to attend Sundance's programs. The location of the Sundance Institute Headquarters to Park City will further establish Park City's arts community.

<u>Film Festival Venues</u>
There is a provision within the Agreement that calls for 70% of Sundance's official Festival activities to remain in Park City. This provision helps guarantee that the focus of the Festival will remain in Park City. Sundance will continue a locals' ticket program and promote ski ticket sales opportunities.

<u>Marketing</u>
Park City Municipal Corporation the Agreement memorializes existing practices of mentioning "Park City, Utah" on Sundance Film Festival internet and promotional materials, plus Headquarters literature.

<u>Financial Components of Services Agreement</u>
The City will make an additional $220,000 annual contribution for the relocation and maintenance of the Institute's corporate headquarters to Park City for the length of the contract. Current annual City contributions for selected City Services continue without increase. The $220,000 will be paid from the City's budget and supported in part by parking revenues during the festival.

The City is exploring a revised Business License Festival Fee to offset a portion of these expenditures, the costs of enhanced municipal services, and the disproportionate cost of services of other temporary festival activities. There is support within the business community for increasing fees, particularly from those industries that receive the greatest benefit, Lodging, Restaurant/Retail, and Transportation Services. However, all businesses benefit from Park City's many festivals that occur on a year-round basis at some level. This fee will be before the Council during the regular budget process in the Spring of 2006.

In addition to the City contribution, the Park City Chamber/Bureau has agreed to increase their cash contribution to Sundance by $110,000 (see Exhibit B to the Agreement).

The Sundance Institute has agreed to continue to solicit funds from other governmental agencies and quasi-governmental agencies outside of Summit County to support their operations. All such funds received in excess of $150,000 will decrease the City's and Chamber/Bureau's cash contributions discussed above.

Significant Impacts
The discussion above highlights the financial aspects of the agreement. The commitments from the City will be included within the recommended FY 2007 budget presented to City Council in May.

Consequences of not taking recommended action:
If Council does not approve the Master Festival License, the Sundance Institute does not have a contract to continue the Sundance Film Festival in Park City after the 2008 Festival.

Alternatives
1. Approve the Master Festival License and City Service Agreement for the Sundance Institute. This is Staff's recommendation.
2. Modify the parameters of the Master Festival License and City Service Agreement for the Sundance Institute.
3. Deny the Master Festival License and City Service Agreement, thereby not securing the location of the Sundance Film Festival in Park City after 2008.
4. The City Council may continue the hearing for more information and discussion.

Recommendations
Conduct a public hearing and authorize the Mayor to execute a Master Festival License (MFL) and City Service agreement with the Sundance Institute as attached in a form approved by the City Attorney.

Exhibits
Exhibit A - Master Festival License and City Service Agreement

Master Festival License and City Services Agreement

THIS MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("**Agreement**") is entered into as of ____________________, 2005, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("**Park City**"), and THE SUNDANCE INSTITUTE, a Utah non-profit corporation ("**Sundance**"). Park City and Sundance are sometimes referred to herein individually as a "**Party**," and collectively as "**Parties**."

Recitals

A. WHEREAS, Sundance has staged the Sundance Film Festival ("**Festival**") in Park City under the regulation and authority of annual Master Festival Licenses issued by Park City.

B. WHEREAS, Park City and Sundance wish to enter into a long term contract maintaining Park City as the Festival headquarters and establishing Park City as corporate office headquarters for Sundance Institute to maximize planning efficiencies, pool resources, and improve Festival management to ensure the continued success of the Festival with minimal adverse impacts and maximum cultural benefits to the residents of Park City.

C. WHEREAS, Sundance desires to use certain facilities owned or controlled by Park City and to obtain certain services from Park City and others as appropriate in connection with the Festival, all under the terms hereinafter provided.

D. WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents. In recognition of the significant past and future artistic and economic contributions which Sundance and the Festival make to the communities in Park City in particular and Summit County in general, and the increased presence of Sundance in Park City by virtue of relocating its corporate office headquarters to Park City (the "Relocation"), Park City deems it to be in the best interests of the Park City community to enter into this Agreement.

E. WHEREAS, pursuant to Section 10-8-2(1)(a)(v) of the Utah Code Annotated and after public hearing, the City Council authorizes the provision of certain City services/facilities herein to Sundance, a non-profit entity, regardless of the consideration Park City receives in return.

F. WHEREAS, pursuant to Sections 10-8-2 and 10-8-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is consistent with the Park City General Plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City.

G. WHEREAS, notwithstanding Recital E, Park City retained the firm Wikstrom Economic & Planning Consultants, Inc. to review the direct economic benefits of the Festival to Park City, and the Summary of Revenue Impacts to Park City and Summit County dated September 2005 is incorporated herein by reference. The City Council finds that Sundance's annual direct economic impact to Park City equals or exceeds each annual fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Festival and the Relocation create additional overall positive economic, artistic and quality of life impacts on Park City, its residents and its visitors. The City Council therefore finds Park City receives a greater net value than the City's appropriations over the life of the contract.

H. WHEREAS, the Park City Restaurant Association, Park City Lodging Association, the Park City Chamber and Visitor's Bureau and the Park City business community worked together to provide benefits to support the Festival and the Relocation.

Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and Sundance mutually acknowledge and agree to proceed through all stages of planning and operations for the use areas described on Exhibit "A" attached hereto (the "Use Areas") and each Festival in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the annual Festivals. Park City and Sundance agree that the purpose for cooperation and flexibility is the successful operation of the Festival. Both Parties understand that plans may change each year. Park City and Sundance shall cooperate in good faith in exploring potential development and use of new venues for Festival activities.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and Sundance with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (the "Supplemental

Plans") with respect to those functions of the Use Areas, that may change with each annual Festival. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Some of the Supplemental Plans for the 2007 Festival are attached hereto as Exhibits. Others will be prepared in anticipation of the 2007 Festival. Supplemental Plans for future Festivals will follow Supplemental Plans for the 2007 Festival unless changes that are mutually acceptable to the Parties will promote the efficient and successful operation of the Festival. Failure of the Parties to agree on changes to current Supplemental Plans will result in use of the immediately prior year's Supplemental Plans.

1.3 Sundance General Responsibilities. In addition to the responsibilities of Sundance set forth in this Agreement, Sundance is responsible for the timely submission of all annual plans related to the Festival to be incorporated into the Supplemental Plans, and producing and providing all official information related to the Festival.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in this Agreement, Park City is responsible for the following:

(a) Park City shall produce and provide to Sundance or its designee all official Park City information relevant to the Festival and the Use Areas, including internal staff communication, and promote positive support for Park City's involvement in the Festival and the opportunities provided thereby.

(b) Park City shall develop plans for effectively managing other activities and non-Sundance film events in Park City during the Use Periods, determine its calendar of municipal activities as affected by the Festival, and emphasize realistic public expectations for Park City during the Use Periods.

(c) Park City shall comply with Section 4-8-6 of the Park City Municipal Code, and in that regard shall use its best efforts to prevent any other activity from interfering with the Festival and this Agreement.

(d) Park City shall cooperate with Sundance by using its best efforts to notify Sundance of any pending City ordinance changes which could have a negative impact on Sundance and its sponsorship relationships, including those relating to marketing and signage.

(e) Park City will not lease any of the City owned or managed facilities (including, without limitation, parking facilities) for any events or temporary licensees which take place during the annual periods of the Festival that may threaten the operations of the Festival or limit Sundance's ability to offer increased programming. Park City shall use its best efforts to assist Sundance in obtaining a commitment from the Park City School District to lease exclusively to Sundance the Eccles Theatre and surrounding parking lots at Park City High School during the annual periods of the Festival, excluding periods during which such parking areas are necessary for operation of Park City High School.

B. LEASE OF USE AREAS DURING USE PERIODS.

2. Term. Sundance hereby agrees to hold the 2007 through 2018 Festivals in Park City. Accordingly, this Agreement shall be effective from February 1, 2006 through February 1, 2018 (the “Term”). The Term shall automatically renew for an additional ten (10) years for the 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028 Festivals unless either Party provides the other with written notice of its intent not to renew by February 1, 2015. In order to address the fact that approximately 4 out of every 10 years the Festival occurs over the Martin Luther King holiday weekend, the Parties agree that every three (3) years during the Term, they will meet to review whether conditions such as other film festivals moving their festival dates, available additional City incentives, and changes in Sundance’s strategic plan and mission would make feasible moving the Festival dates to a weekend that does not fall on the Martin Luther King holiday weekend, without affecting the continued viability, growth and success of the Festival.

3. Grant of Lease. Park City hereby grants to Sundance and its designees and assigns, and Sundance hereby accepts, the right and lease for the occupancy and use of the “Use Areas,” including all facilities, buildings and spaces during the “Use Periods,” for the purposes and as defined and described in Exhibit "A" attached hereto, along with the use of the equipment, fixtures and furnishings, all available utilities services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and Sundance with respect to the lease of the Use Areas is that of landlord and tenant, and may be further be defined by lease agreement. However, such lease agreements shall not conflict with this Agreement.

4. Exclusive or Shared Use. The Use Areas include areas where Sundance has exclusive use, and areas where Sundance has shared use, as indicated on Exhibit “A.” attached hereto. All Park City personnel who require access to shared use areas during the applicable use periods shall be subject to Sundance’s operational and ticket policies and plans for such shared use areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and Sundance shall cooperate to arrange times that Sundance and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the terms of this Agreement.

4.2 Lawful Use. During the applicable Use Periods, Sundance will not use, operate or maintain the Use Areas in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. Sundance may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, for the purposes indicated on Exhibit "A" attached hereto, including the following purposes: (a) moving in and out; (b) construction, erection and staging of decorations, temporary facilities and installations and other temporary improvements, security equipment and systems, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; (c) sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Festival and other visitors to the Use Areas; (d) advertising, marketing and promotion; and (e) any other purpose related to the Festival.

4.4 Rights to License. During any Use Periods for which Sundance has exclusive use of any Use Areas, Sundance shall have the express, sole and exclusive right: (a) to sell (or give away) or license the right to sell (or give away) any food, beverage, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any person in or on the Use Area; and (b) to control and distribute credentials, passes, tickets and other rights of access to the Use Area, consistent with Sundance's security plans for the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, Sundance shall not be released from its obligations hereunder.

4.5 Restoration. Sundance shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, Sundance shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed by the Parties. Park City may impose a reasonable security deposit for any Use Area upon Sundance or its licensee(s), which deposit shall be returned to Sundance upon satisfaction of its obligation to restore the Use Areas as provided herein.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to Sundance all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for Sundance to operate such facilities for the Festival's uses. Sundance shall remain responsible for any building or other permits necessary for its temporary improvements.

5.2 Master Festival License. Upon execution of this Agreement, Park City shall issue to Sundance a Master Festival License that covers all activities of Sundance described in this Agreement that may require such a license and a Sundance corporate Park City business license. Unless included in the Master Festival License, the implementation of annual Supplemental Plans will require that Sundance or its designee obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals and variances that may be required for each Festival.

5.3 Permits and Licenses Issued by Other Governmental Authorities. Sundance shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to the Festival's use of the Use Areas during the Use Periods. Park City shall support and cooperate with Sundance in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods. To the extent that a Use Area is partly within Park City and partly within the boundaries of another jurisdiction (such as Wasatch or Summit Counties), Park City shall use best efforts to agree with such other jurisdictions that they shall delegate to Park City the sole authority to issue necessary permits for such Use Areas.

5.4 Governmental Ordinances. Park City shall support and cooperate with Sundance in obtaining exceptions or permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist Sundance in hosting and staging the operations of the Festival and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. At no additional cost to Sundance, Park City will provide the following city services (collectively, the "City Services") to promote and support special events within Park City

(a) Sundance shall be entitled to a credit of 500 hours of specific Festival police and code enforcement at the request of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival. This service does not include any Police Services requested for interior venue security or VIP protection. Interior venue security will be at the expense of Sundance. The scope of such enforcement services shall be included in each annual Supplemental Plan;

(b) Park City's good faith efforts in assisting Sundance with the planning of and acquisition of required overflow and volunteer parking lots and designated overnight parking areas for Sundance staff;

(c) 920 hours of enhanced transportation on Park City's existing routes;

(d) Enhanced Main Street restroom cleaning;

(e) Enhanced trash removal on Main Street; and

(f) Three (3) electronic signs for the duration of the Festival.

Sundance may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Festival. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide without additional consideration, then such services shall be considered "Additional City Services" (defined later) to be paid for by Sundance under Section 6.2 hereof.

6.2 Additional City Services and Work Order Process. Sundance may request services from Park City in addition to Basic Services under this Agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). If the request is approved by the City Manager (or Council if required) Sundance will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead or wear and tear on any equipment. If Sundance disapproves of such costs to be charged to it, Sundance may withdraw its request for such Additional City Services.

7. City Representative.

7.1 Festival Representative. Prior to and during the Use Periods, Park City shall provide and designate, at its expense, at least one full-time employee to serve as its "City Representative" for the Festival, who shall be the operational liaison between Park City and Sundance and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at Sundance's request, access to and lock-down (if applicable) of the Use Areas is provided to Sundance upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the Special Event Manager for the City, unless otherwise approved in advance by Sundance, which such approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. Such Manager shall be designated by the City Manager. The costs of providing the City Representative and the Manager to provide services under this Agreement shall be borne solely by Park City.

7.3 Management Meetings. The City Representatives and Sundance manager shall meet no later than April 1 annually to review Festival operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to September 1 annually, unless such approval by September 1 is not practical, and then the changes shall be approved as soon as possible.

8. Use Area Technology Systems. During the Use Periods, Park City shall make available at no additional charge to Sundance, for Sundance's non-exclusive use, all technology systems and service, used by Park City in connection with the Use Areas, including, without limitation, traffic control systems, telephone and communication lines, service and equipment, cabling, conduit, construction easements and rights of way, plywood backboards, data networks and data ports, and cable television connections, service and facilities, to the extent possible without disrupting or delaying other Park City functions and so long as such availability cannot violate any franchise agreement with the provider. Sundance shall have the right to install additional technology equipment in the Use Areas to supplement the existing technology systems, and cannot create conflicts or disruptions in the operation of existing Park City systems.

9. Parking and Transportation.

9.1 Transportation Plans. Park City, with coordination from Sundance, shall develop and implement plans for traffic control around and through Park City, as part of the annual Supplemental Plans, to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking and road closings. Park City shall modify and as necessary expand the public City transit service to meet the increased public demand during the Festival consistent with the purposes of the Agreement and the needs of the public, including patrons of the Festival. The system will remain open to the public and will service the existing transit routes. Park City expects that it will utilize all available vehicles in its fleet to meet additional demand on its existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services.

9.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and Sundance both agree to support and cooperate with one another if both Parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Festival.

9.3 Cooperation in Traffic Mitigation/Venue Parking. Park City shall cooperate in good faith with Sundance in adjusting designated parking spaces for the Festival based on the location of Main Street venues and events. Traffic and mitigation plans and use of funds therefore shall be included in each of the Supplemental Plans. The Parties shall jointly contribute resources to the implementation of such plans.

9.4 Parking Passes. Park City shall make available only to Sundance the right to purchase parking passes for use during the Festival in the Swede Alley parking structure currently under construction, for a period of three (3) consecutive days prior to making such passes available to the general public, at the same rates as Park City sells such passes to the general public. No more than twenty-five percent of available passes may be purchased in advance pursuant to this section, unless the cap is increased by the City consistent with anticipated public demand.

D. SUNDANCE SERVICES.

10. Sundance Annual Obligations. As consideration for the City support herein, Sundance agrees to the following:

10.1 Park City Venues. Park City shall be the recognized headquarters of the Festival. Unless otherwise agreed by the Parties, Sundance shall use its best efforts to hold at least 70% of its official events (including screenings) during the Festival within Park City and the Snyderville Basin in Summit County. As a key component of its Utah based programming, Sundance will continue to seek Salt Lake City based local governmental funding to support screenings and other Festival related activities in Salt Lake City. Funding sources may include Salt Lake City, Salt Lake County, Salt Lake Convention and Visitors Bureau and the Downtown Alliance. Sundance may stage additional Festival related programs within other cities in Utah, as long as Sundance first uses reasonable efforts to offer such new programs in Park City and Snyderville Basin venues. These commitments are subject to Sundance's ability to renew contracts with existing venues and lodging companies at reasonable times, rates and availability, and are further subject to Sundance's ability to obtain suitable venues for additional ticketed events at reasonable times, rates and availability.

10.2 Locals Ticket Sales. Sundance shall use best reasonable efforts to provide advanced Festival ticket sales to Utah residents at a Park City location and free post-Festival screenings for City residents and volunteers.

10.3 Public Relations-Press Releases. Except for youth events, non competition special screenings, and other mutually acceptable screenings or activities occurring outside of Park City, Sundance shall include a reference to "Park City, Utah" as the headquarters of Sundance Institute in all press releases made about the Festival, and shall cooperate where possible in releasing joint public statements with Park City and promoting the City generally.

10.4 Internet and Promotional Material. Sundance shall include a reference to "Park City, Utah" on all Festival internet sites and Festival promotional material, including guides and posters distributed with regard to the Festival.

10.5 Youth Programs. Sundance shall include youth programs during the Festival**.**

10.6 Cooperation with Chamber Bureau and Business Associations. Sundance and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

10.7 Ski Ticket Sales. Sundance shall use its best efforts to provide promotion and ski ticket sales opportunities for the Park City Mountain Resort and Deer Valley Resort during the Festival.

10.8 Kiosks. During the Festival Sundance shall be entitled to at least ten (10) kiosks for posting of information, flyers, posters and other items at locations in reasonably close proximity to Festival venues in accordance with the Supplemental Plans for kiosks.

10.9 Access; Promotion. In consideration of the commitments and obligations of Park City under this Agreement, Sundance shall (i) provide necessary access to and support of Festival operations as provided herein and for exercise of police powers generally, and (ii) provide City with access to the Festival including credentials, invitations to opening night festivities, various screenings and Festival wear as available. Such items shall not be considered "gifts," and may be distributed at the discretion of the City Manager.

E. FINANCIAL.

11. Service Contract. Subject to annual budget appropriation as provided herein, Park City shall make the following annual contribution to Sundance toward the costs of the Festival:

(a) $25,000 for City Services Agreement for film services;

(b) $25,000 for upgrade of private and public film venues;

(c) For the Relocation to Park City and maintenance in Park City of Sundance's corporate headquarters, $220,000, which could include cash donations, or mutually acceptable changes in fee statutes, fees, donations and/or direct budget relief that would offset existing Festival and/or Sundance's annual costs; provided, however, that any amounts which Sundance receives from Salt Lake City or Salt Lake County government, or Salt Lake City or County quasi-governmental agencies such as the Salt Lake Convention & Visitors Bureau and the Downtown Alliance, in excess of $150,000, shall reduce Park City's and Chamber's contributions dollar for dollar (Park City 2/3 per dollar and Chamber 1/3 per dollar).

11.1 Park City agrees that this Agreement and all of Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council and Mayor no later than June 30 of each year. If, for any reason, Park City cannot provide the minimum transportation services described in Section 9.1 hereof and Sundance incurs increased costs to provide such transportation services to its venues previously provided by Park City, then Park City shall increase the annual contribution to Sundance to cover such increased transportation costs. If such budget is not approved prior to June 30, Sundance and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by August 31, Sundance may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment of secured funds is due by the first of December each year.

11.2 Sundance agrees to make every effort in applying for annual Salt Lake County Zap Tax and/or other governmental funding including but not limited to, Salt Lake County, Salt Lake City and the State of Utah.

11.3 Sundance agrees to keep accurate books and records of Festival-related revenue. Park City or its independent auditor reserves the right, no more frequently than annually, to conduct its own audit of Festival books and records at reasonable times and places during ordinary business hours, as designated by Sundance in order to verify expenditures or use of City funds received pursuant to this Agreement and funding amounts received from Salt Lake City or Salt Lake County government or quasi-governmental agencies. If the revenues have not been accurately reported, then Park City and the Chamber/Bureau shall be entitled to a full or partial refund of the amount (Park City 2/3 per dollar and Chamber/Bureau 1/3 per dollar).

12. Chamber. The Agreement of the Park City Chamber and Visitors Bureau attached as Exhibit "B," is incorporated herein as additional consideration for this Agreement. Failure of any promise or condition on such Agreement shall not result in any liability to Park City. However, Sundance may terminate this Agreement without recourse or further claims by Park City if the agreement attached as Exhibit B is breached. Sundance shall give written notice to Park City of the breach and thirty (30) days to cure said breach, unless a longer period is agreed as reasonable by both Parties.

F. INSURANCE AND RISK MANAGEMENT.

13. Indemnifications.

13.1 Sundance's Indemnity. For only activities in the Use Areas, Sundance shall indemnify, defend and hold harmless Park City, and its respective officers, employees and agents from and against any and all claims, set-offs, losses, damages, liabilities, fines and expenses including without limitation, reasonable attorneys' fees and court costs, that result from claims by third parties arising out of the fault of Sundance. Sundance's obligation under this Section 13.1 shall survive the termination or expiration of this Agreement.

13.2 Waiver of Claims Against Park City. Sundance and Park City shall not make any claim against each other or their officers, employees and agents with respect to any liability incurred by Sundance or Park City to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement or the Festival, except as provided in Section 13.1.

14. Insurance. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah (Utah Code Ann. § 63-30d-101 et seq.).

14.1 Insurance. Sundance shall procure and maintain at its own expense throughout the Use Periods the following insurance:

(a) Workers' compensation insurance for Sundance employees, including statutorily required limits and other requirements of law.

(b) All employee benefit programs and coverages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

14.2 Sundance Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, Sundance shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverages, whether by separate policies or by endorsement:

(a) Commercial general liability policy, with combined single limits of Two Million dollars ($2,000,000.00) per occurrence and in aggregate;

(b) Liquor Liability Coverage Part on the commercial general liability policy. Sundance shall require any hired security company to provide a policy of liability insurance; and

(c) aircraft liability insurance, if Sundance leases or uses aircraft in connection with its activities under this Agreement.

14.3 Additional Requirements. The insurance provided by Sundance pursuant to Section 14.2:

(a) shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

(b) shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with Sundance’s activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to Sundance’s above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

(c) shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and

(d) shall provide if reasonably possible that such insurance shall not be altered or cancelled without thirty (30) days' prior written notice to Park City.

14.4 Park City Liability Insurance. Park City may provide such insurance as it may elect to provide covering itself, its officers, employees and agents with respect to any occurrence on Park City Property. Sundance shall not be a named insured or otherwise be entitled to any benefit under such policies. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah.

G. MISCELLANEOUS.

15. License for Use of Sundance Marks. Sundance will negotiate in good faith with Park City an agreement granting to Park City a license, without fee, on a case-by-case basis, to use Sundance's emblem(s) and other trademarks to permit Park City to promote the Festival and the Park City community. Such license shall be subject to Sundance's terms and conditions, including restrictions prohibiting any commercial use of such marks.

16. License of Park City of Utah Logo, Name and Marks. Park City hereby grants Sundance a non-exclusive license to use any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the Festival, (b) providing map and wayfinding information, and (c) advertising or promoting the Festival.

17. Photography and Broadcast Rights. Sundance shall have the exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. Sundance shall have the non-exclusive right to record, to broadcast, and to permit media coverage of Sundance's activities in Park City generally.

18. Sponsorships. Sundance shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the Festival and events staged or conducted by Sundance in the Use Areas. Sponsors are required to obtain Park City business licenses and conditional use permits when necessary to operate within the City limits, unless such licenses or permits are included in the Master Festival License.

19. Representations and Warranties.

19.1 Representations and Warranties of Sundance. Sundance hereby represents and warrants that (a) Sundance is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah, (b) Sundance has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Sundance and the performance by Sundance of its obligations hereunder have been duly authorized by all necessary corporate action, (d) this Agreement has been duly executed and delivered by Sundance and is a valid and binding obligation of Sundance.

19.2 Representations and Warranties of Park City. Park City hereby represents and warrants to Sundance that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

20. Unforeseen Circumstances. Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the Party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such Party shall not be liable to the other for delay or failure to perform its obligations.

21. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any Party under this Agreement, or otherwise relating to this Agreement, shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any Party to litigation in connection with such dispute:

(a) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within three (3) days after delivery of the notice (or in case of an emergency, within eight (8) hours of delivery of the notice), the Parties shall conduct a telephone or personal conference to attempt to resolve such dispute. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the Parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along, with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

(b) If the dispute has not been resolved by negotiation as provided in Section 21(a) hereof, the Parties shall endeavor to settle the dispute by mediation under the CPR Mediation Procedure then currently in effect, provided, however, that if one Party fails to participate in such mediation when requested by the other Party, the Parties shall have no further obligations to proceed with mediation hereunder. If the Parties mutually agree to proceed with such mediation, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

22. Specific Performance. Each of the Parties hereto expressly acknowledges that it may suffer irreparable injury and damage if the other Party breaches its covenants or fails to comply with the provisions set forth in this Agreement for which money damages will not provide an adequate remedy. Therefore, the Parties each agree that if a Party breaches any provision set forth herein, the other Party shall be entitled, in addition to such other remedies and damages as may be available to it at law or in equity, to an injunction requiring specific performance of such provision or restraining the other Party from acting in violation of such provision, as the case may be, to the fullest extent permitted by law. Notwithstanding any provision of this

Agreement, during the Use Periods, either Party can seek specific performance of the provisions of this Agreement without first seeking mediation.

23. Other Miscellaneous Terms.

23.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

23.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the Parties can be maintained.

23.3 Assignment and Delegation. Neither Party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, agents, heirs and assigns.

23.4 Waiver. No action taken by either Party shall be deemed to constitute a waiver of compliance by such Party with any representation, warranty or covenant contained in this Agreement. Any waiver by either Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

23.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

23.6 Consent. Unless otherwise specifically noted herein, the consent of any Party to any action may be made in such Party's sole discretion. All consents or approvals hereunder shall be given without delay by either Party.

23.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the Parties relating to all or part of the subject matter herein.

23.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and Sundance and there are no third party beneficiaries to this Agreement.

23.9 Notice. Unless otherwise specified herein, all notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "**Notice**" or "**Notices**") shall be given to or made upon the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing delivered to the other Party. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("**fax**") (with a copy sent the same day by first-class mail), by electronic mail E-mail (with a copy sent the same day by first-class mail) or by certified first-class mail, return receipt requested, postage prepaid, to the Party or Parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax or E-mail, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

<u>If to Park City</u>:

City Manager
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480
Tel 435-615-5025
Fax 435-615-4901

<u>With copies to</u>:

City Attorney
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480

<u>If to Sundance</u>:

Jill Miller, Managing Director
Sundance Institute
P.O. Box 3630
Salt Lake City, Utah 84110

<u>With copies to</u>:
Cary D. Jones, Esq.
Snell & Wilmer LLP
Gateway Tower West, Suite 1200
15 West South Temple
Salt Lake City, Utah 84101

23.10 Reserved Police Power. Park City expressly reserves, and Sundance expressly recognizes, Park City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as Park City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SUMMARY OF EXHIBITS

Exhibit "A"	Use Areas
Exhibit "B"	Chamber Agreement
Exhibit "C"	Supplemental Plans

EXHIBIT “A” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

USE AREAS

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Park City Library and Education Center, all associated furnishings, fixtures, and equipment; north lawn area and Reading Garden.	1255 Park Avenue	1/15,2007 – 1/31, 2007	Screening venue; Hospitality; Wait list Line; Box Office, kiosk, tent	Parking – Nonexclusive (except 5 reserved, 7 permits and 2 for coffee cart); All others – Exclusive	Park City shall provide Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field for placement of Sundance’s Tent facilities.	Sundance and Park City	Sundance and Park City
Racquet Club Gymnasium, Indoor tennis courts, storage room and adjacent hallways, all associated furnishings, fixtures and equipment; and 35 parking spaces in the adjacent parking lot (for staff use only)	1200 Little Kate Road	1/15,2007 – 1/31, 2007	Awards Ceremony and Screenings	Parking – Nonexclusive; All Other - Exclusive	Park City shall provide Cleaning, Waste Removal and snow and ice removal inside and outside the use area	Sundance	Sundance and Park City
Miners Hospital - Entire building (basement when available) all associated furnishings, fixtures and equipment and parking spaces in the adjacent parking lot.	1354 Park Avenue	1/15,2007 – 1/31, 2007	Volunteer/Staff Office and Lounge	Parking – Nonexclusive; All Other - Exclusive	Cleaning, Waste Removal and snow and ice removal inside and outside the use area	Sundance	Sundance and Park City
Transit Center - Visitor Desk on upper floor, all associated furnishings, fixtures and equipment.	558 Swede Alley	1/17, 2007 – 1/29/2007	Public Information distribution, transportation coordination;	Exclusive	Park City shall provide Cleaning, Waste Removal and snow and ice removal inside and outside the use area	Sundance and Park City	Park City

			storage; and kiosk				
Main Street - East side venues (Plan B, Egyptian Theater, Elks Building, Riverhorse) and West side venues (Main Street Mall and War Memorial Building)	Main Street	1/17, 2007 – 1/29/2007	Crowd control in front of large venues and enhanced pedestrian areas.	Pedestrian	Park City shall place the barricades, provide snow removal and place “no parking” and “drop zone” signs	None	None

* Refer to annual Supplemental Plan for specific dates.

EXHIBIT "B" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Chamber/General Business

The Park City Chamber of Commerce/Convention and Visitors Bureau Board of Directors hereby agrees to provide to the Sundance Institute the following as adopted by formal motion on October 25, 2005, so long as the MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT is in effect:

1. Up to $160,000 annually in cash grant for promotion of tourism and arts (which includes $50,000 to be contributed under previous commitments from the Park City Chamber of Commerce/Convention and Visitors Bureau). $110,000 of the cash grant can be reduced as outlined in paragraph 11(c) if Sundance receives any funding through Salt Lake County Zap Tax and/or other governmental funding including but not limited to, Salt Lake County or Salt Lake City or direct budget relief;

2. 450 ski tickets for Sundance Film Festival media and sponsors allocated proportionately from The Canyons, Park City Mountain Resort and Deer Valley ski resorts.

3. Will use reasonable best efforts in assisting the Sundance Institute in obtaining lodging, food, venues and services at a reasonable rate, term and availability.

Signed:________________________

By:____________________________

EXHIBIT “C” TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING

Supplemental Plans

Document will be amended to include 2007 Festival information.