PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 9, 1999

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, September 9, 1999.

AGENDA

Work Session - City Council Chambers - Lower Level

4:45 p.m. Council questions and comments
5:00 p.m. Review of regular meeting
- Racquet Club lease
- Temporary zoning ordinance
- Heber Avenue street closure

Other meeting questions/comments

Regular Meeting - City Council Chambers - Lower Level

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

Update from Dave Fletcher, Utah StateY2K Coordinator

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 26, 1999

V CONSENT AGENDA PUBLIC HEARING

Ordinance approving the Second Amended Record of Survey plat for the Marsac Mill Manor and Silver Mill House Condominiums, located at 1325 Lowell Avenue, Park City, Utah

VI CONSENT AGENDA

1. Ordinance approving the Second Amended Record of Survey plat for the Marsac Mill Manor and Silver Mill House Condominiums, located at 1325 Lowell Avenue, Park City, Utah

2. Authorization to City Recorder to appoint election judges for the October 5, 1999 Primary Election and November 2, 1999 General Election

3. Lease with Broken Thumb for restaurant space at the Racquet Club, 1200 Little Kate Road, Park City, Utah

VIII PUBLIC HEARINGS

1. Paid parking program in the Historic District downtown core

2. Extended temporary street closure from September 10, 1999 to September 20, 1999 for a portion of Heber Avenue between Park Avenue and Main Street

VII NEW BUSINESS

1. Temporary zoning ordinance for the HR-1 and HRL Zones in Park City, Utah

2. Extended temporary street closure from September 10, 1999 to September 20, 1999 for a portion of Heber Avenue between Park Avenue and Main Street

VIII ADJOURNMENT

JOINT MEETING WITH WASATH COUNTY COMMISSIONERS
SEPTEMBER 15, 1999

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will attend a dinner social with the Wasatch County Commissioners on Wednesday, September 15, 1999 at The Homestead Resort, Midway, Utah at 6 p.m. No formal action will be taken.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 16, 1999

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not hold** its regularly scheduled meeting on Thursday, September 16, 1999.

Posted: 09/06/99
See parkcity2002.org

PARK CITY 1884

CITY COUNCIL STAFF REPORT

DATE:	**September 9, 1999**
DEPARTMENT:	**Planning**
AUTHOR:	**Brooks T. Robinson**
TITLE:	**Second Amended Plat for the Marsac Mill Manor and Silver Mill House Condominiums**
TYPE OF ITEM:	**Amending the Record of Survey, Legislative**

SUMMARY RECOMMENDATIONS: Conduct a public hearing, consider any public input, and approve as conditioned.

DESCRIPTION

Owners	Jerald Huntsinger
Location	Units F and H, 1325 Lowell Avenue
Zoning	RC - Recreation Commercial
Adjacent Land Uses	Residential Condos, Park City Mountain Resort
Reason for Review	Plat amendments require Planning Commission Review and City Council approval

B. Background

The Planning Commission heard this request on August 25, 1999 and forwards a positive recommendation.

The property is legally described as Units F and H of the Marsac Mill Manor and Silver Mill House Condominiums located at 1325 Lowell Avenue. The condominium project was approved in 1976.

The applicant proposes to amend the record of survey to change the third floor ownership of Unit F to Unit H. The applicant, Mr. Huntsinger, owns Unit F and wishes to sell his third floor portion of his Unit to the owner of Unit H, Mr. Cohen. The proposed amended record of survey (Exhibit B) shows the combination of these two units and the deletion of the common walls between them.

C. Analysis

Staff has no outstanding issues with this proposal to amend the record of survey plat. There were no unit size limitations or other restrictions at the time of the original approval. As this is not an expansion of the project the parking tabulation remains the same.

D. Department Review

This project has gone through an interdepartmental review. At such time as a final plat is required, the City Engineer and City Attorney will review the plat as to form and compliance with the Land Management Code prior to recordation.

E. Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

F. Public Input

No public input has been received by the time of this report.

ALTERNATIVES

A. The City Council may approve the amended record of survey plat with the conditions stated, or modify the conditions, or

B. The City Council may deny the amended record of survey plat and direct staff to prepare findings supporting this recommendation, or

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

SIGNIFICANT IMPACTS

There are no significant fiscal or environmental impacts to the City with this amended record of survey plat.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

The record of survey and the ownership pattern would be unchanged.

RECOMMENDATION

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

Findings of Fact:

1. The condominium project known as the Marsac Mill Manor and Silver Mill House Condominiums is located at 1325 Lowell Avenue and is zoned RC.
2. The proposed amended record of survey combines Units F and H on the third floor and eliminates the common ownership wall between the units.
3. The Condominium Association agrees to this change.
4. The building footprint does not increase in size.
5. The Planning Commission forwarded a positive recommendation to the City Council on August 25, 1999.

Conclusions of Law:

1. There is good cause for this Amended Record of Survey.
2. The Amended Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Amended Record of Survey.
4. Approval of the Amended Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

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

EXHIBITS

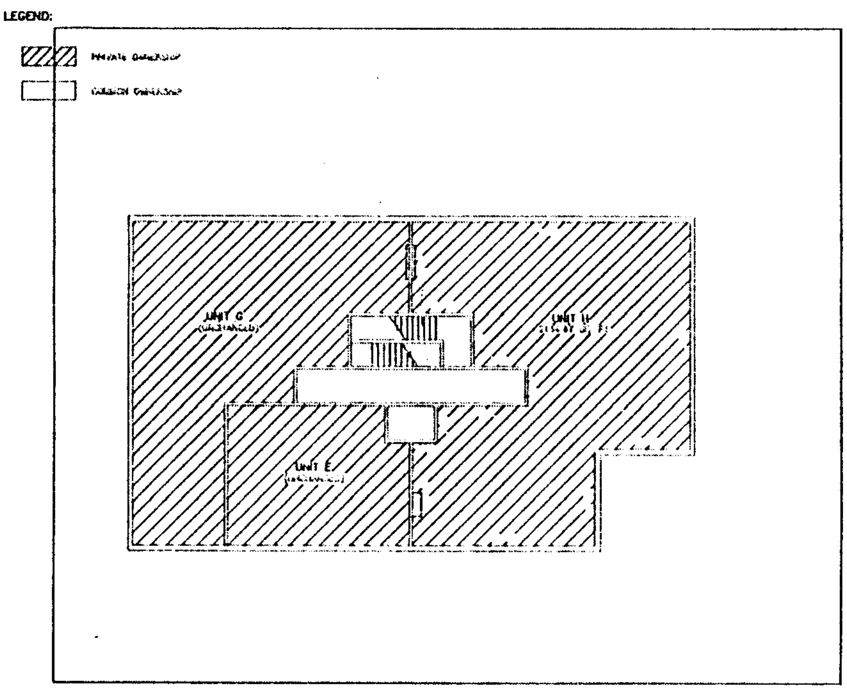
Exhibit A - Location Map
Exhibit B - Proposed Amended Record of Survey
Exhibit C - Existing Record of Survey

M:\CDD\BTR\COUNCIL\CC99\Lowell1325.wpd

1325 Lowell Ave.

PARK CITY
1884

Exhibit A
Vicinity Map



THIRD FLOOR PLAN
MARSAC MILL MANOR

20

EXHIBIT B

1325 Lowell Avenue

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owners of the herein described tract of land, hereby certifies that they have caused this survey to be made and this Second Amended Record of Survey Map to be prepared and consents to the recordation of this Record of Survey Map.

Stanley N. Cohen, Trustee — Cohen Family Trust — Date
Owner Unit H

Elaine Cohen, Trustee — Cohen Family Trust — Date
Owner Unit H

Jerold E. Huntsinger — Date
Owner Unit F

Barry Kreisler, President — Date
Marsac Mill Manor & Silver Mill House Condominium Association

ACKNOWLEDGMENT

State of ____________
County of ____________

On this ______ day of ______________ 1999, personally appeared before me, the undersigned Notary Public, in and for said County and State, Stanley N. Cohen and Elaine Cohen, being duly sworn, acknowledged to me that they are Owners of Unit H, Marsac Mill Manor & Silver Mill House Condominiums, and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Residing in: ______________________

My commission expires: ______________

ACKNOWLEDGMENT

State of ____________
County of ____________

On this ______ day of ______________ 1999, personally appeared before me, the undersigned Notary Public, in and for said County and State, Jerold E. Huntsinger, being duly sworn, acknowledged to me that he is the Owner of Unit F, Marsac Mill Manor & Silver Mill House Condominiums, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Residing in: ______________________

My commission expires: ______________

ACKNOWLEDGMENT

State of Utah
County of Summit

On this ______ day of ______________ 1999, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, Barry Kreisler, being duly sworn, acknowledged to me that he is the president of the Marsac Mill Manor & Silver Mill House Condominiums Association, a non-profit corporation, and that he signed the above Owner's Dedication and Consent to Record on behalf of the Marsac Mill Manor & Silver Mill House Condominium Association, a non-profit corporation.

Residing in: ______________________

My commission expires: ______________

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163831, as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner(s), this Second Amended Record of Survey map of MARSAC MILL MANOR & SILVER MILL HOUSE, a Utah Condominium Project in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify the information shown hereon is accurate to the best of my knowledge.

John Demkowicz, LS #163831 — Date

DESCRIPTION

Units F and H, (Marsac Mill Manor), Marsac Mill Manor and Silver Mill House Condominiums, a Utah Condominium Project, together with an undivided [illegible] ownership interest in and to the common areas and facilities of the project as the same are identified and established in the Amended Record of Survey Map recorded August 20, 1976 as Entry No. 133063, and the Condominium Declaration of Marsac Mill Manor and Silver Mill House Condominiums recorded December 13, 1973 as Entry No. 12,015 in Book M22 at Page 701 and the Amendment to Condominium Declaration for Marsac Mill Manor and Silver Mill House Condominiums recorded August 20, 1976 as Entry No. 133062 in Book M83 at Page 147 of the official records in the office of the Summit County Recorder.

NOTES:

1. This second Amended Record of Survey Map is a modification to the third floor plan of the Marsac Mill Manor building.

2. With the exception of the modifications to the third floor plan of the Marsac Mill Manor building shown hereon, the Amended Record of Survey Map of Marsac Mill Manor & Silver Mill House Condominiums, recorded August 20, 1976, as Entry #133063 in the Summit County Recorders Office shall remain in effect.

3. The address of the property is: 1325 Lowell Avenue, Park City, Utah 84060

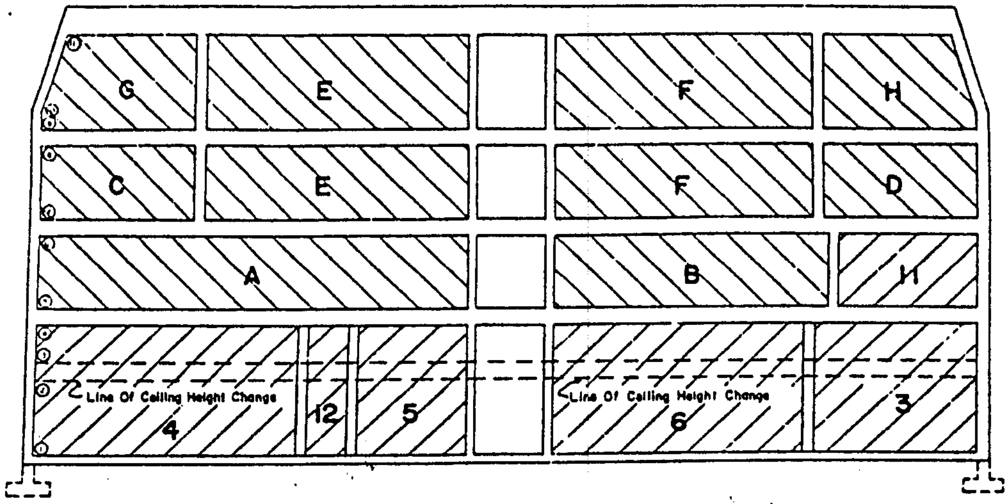
MARSAC MILL MANOR & SILVER MILL HOUSE CONDOMINIUMS

SECOND AMENDED RECORD of SURVEY MAP
LOCATED IN THE NW 1/4 OF SECTION 16, T2S, R4E, SLB & M

RECEIVED
JUN 28 1999
PARK CITY
PLANNING DEPT.

PAGE 1 OF 1

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED



TRANSVERSE SECTION ELEVATION

MARSAC MILL MANOR
SCALE: 1" = 10.00'

ELEVATION CHART

MARSAC MILL MANOR		
NUMBER	LOCATION	ELEVATION
ONE	GROUND FLOOR FLOOR	6967.85
TWO	CEILING	6975.67
THREE	FIRST FLOOR FLOOR	6976.85
FOUR	CEILING	6981.67
FIVE	FIRST FLOOR FLOOR	6982.85
SIX	CEILING	6991.00
SEVEN	SECOND FLOOR FLOOR	6992.18
EIGHT	CEILING	7000.33
NINE	THIRD FLOOR FLOOR	7001.51
TEN	ANGLE TO WALL	7004.41
ELEVEN	CEILING	7009.66

I James G. West, do hereby certify that the building specifications of MARSAC MILL MANOR & SILVER MILL HOUSE CONDOMINIUMS, "A Utah Condominium Project", are as shown on this plat.

July 14, 1976
DATE

James G. West
Registered Utah Land Surveyor
License No. 3082

NOTES:

All areas not cross-hatched on this sheet are to be Common Ownership.

All interior dimensions are to the Finished Surfaces.

All cross-hatched areas on this sheet are to be Private Ownership.

Double x-hatched areas on this sheet are to be Limited Common Areas.

Lettered areas denotes Private use, Numbered area denotes Commercial use.

EXHIBIT "A"
AMENDED RECORD OF SURVEY MAP OF

MARSAC MILL MANOR & SILVER MILL HOUSE CONDOMINIUMS
"A UTAH CONDOMINIUM PROJECT"

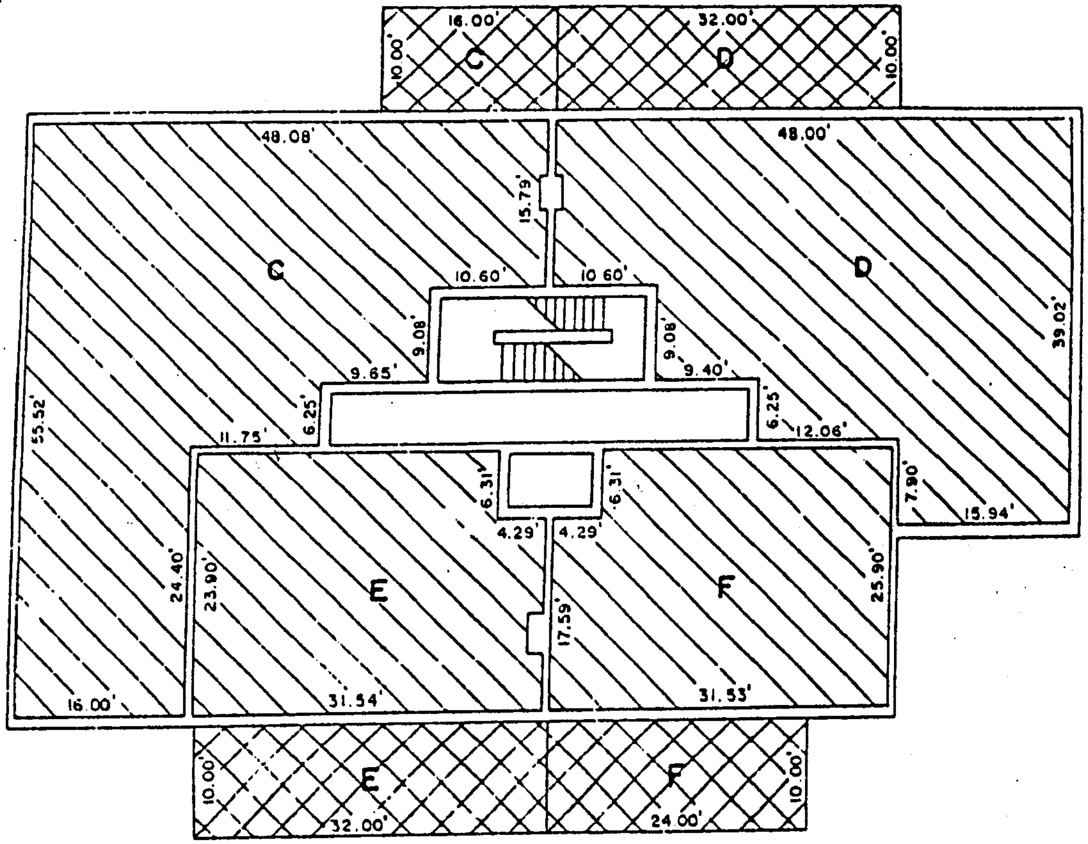
LOCATED IN THE N. W. 1/4 OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN

PREPARED BY
J. J. JOHNSON & ASSOCIATES
1515 PARK AVENUE, P. O. BOX 1661
PARK CITY, UTAH 84060 801-649-9811

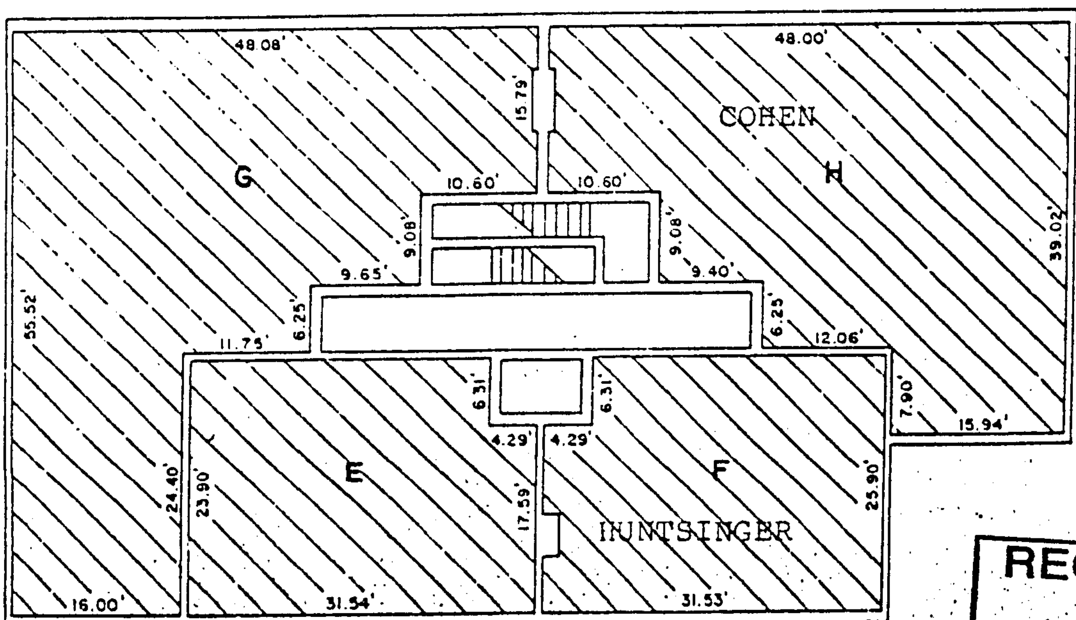
SHEET 3 OF 7 AMENDED

RECORDED (ENTRY) NO. 133093
STATE OF UTAH, COUNTY OF SUMMIT;
RECORDED & FILED AT THE REQUEST OF Summit Co Title
$ ____ FEE
BY Summit Co Title
DATE 7-20-76 TIME 4:06 BOOK — PAGE —
SUMMIT COUNTY RECORDER

EXHIBIT C



SECOND FLOOR PLAN
MARSAC MILL MANOR
SCALE: 1" = 10.00'



THIRD FLOOR PLAN
MARSAC MILL MANOR
SCALE: 1" = 10.00'

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JUN 28 1999
PARK CITY
PLANNING DEPT.

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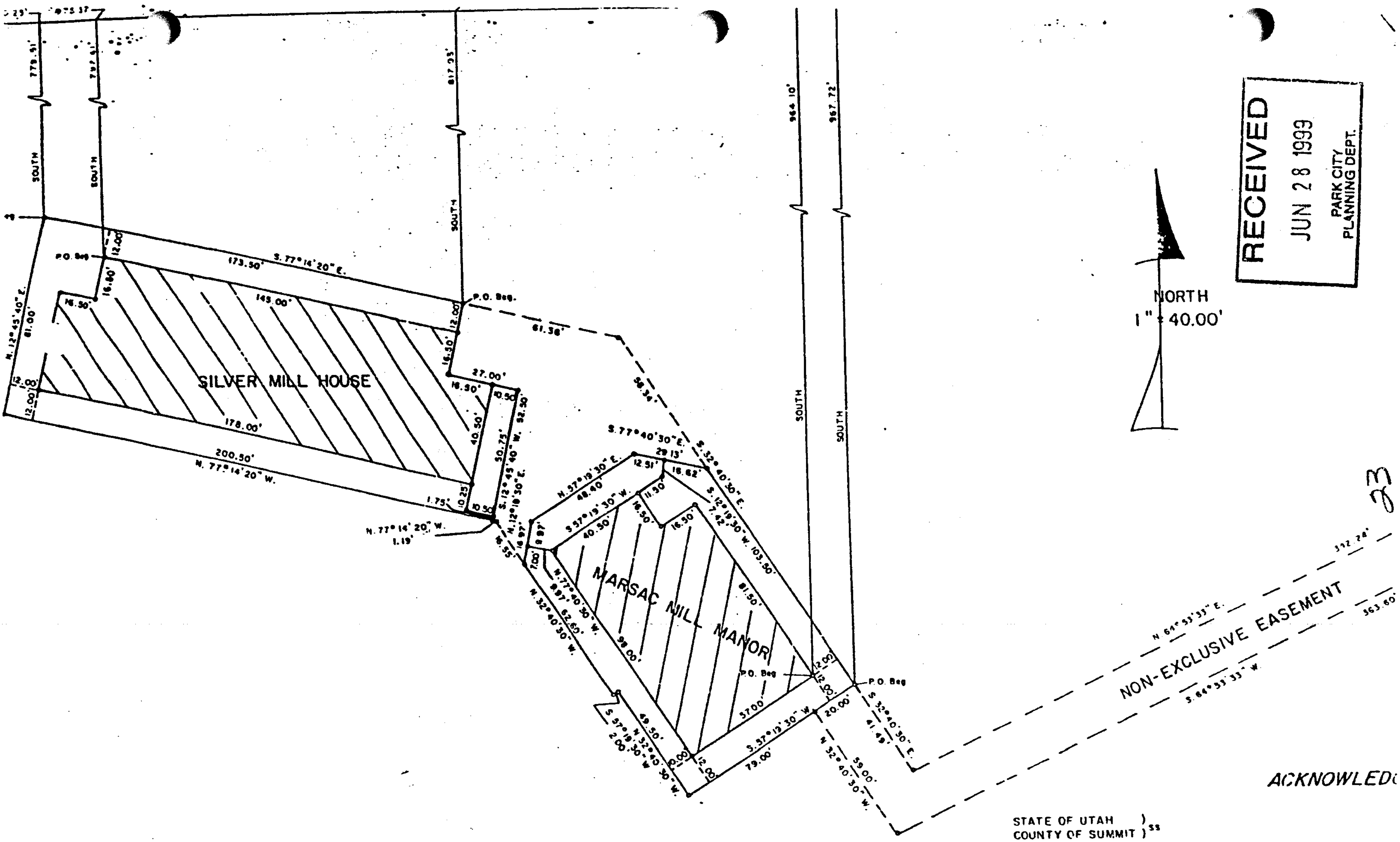


23

OWNER'S CERTIFICATE AND CONSENT TO RECORD

ALL MEN BY THESE PRESENTS, that we, Robert W. Wells and Ira J. Jaffe, are the General Partners of Michigan-Utah Company, a Michigan d Partnership; that, in conformity with Article 15.1 of the Condominium Declaration for Marsac Mill Manor and Silver Mill House Condominiums, Condominium Project, recorded December 13, 1973, at Entry No. 121812, Book M-52 at pages 701-729, Summit County, Utah, Offical Records; artnership is the owner of an aggregate ownership interest of 93.4% of the condominium units and 87.2% of the undivided interest in common of said project; that said partnership consents and agrees to the amendment and substitutions hereby of sheets 1 through 7 inclusive of the 7 s of the Record of Survey Map as originally filed December 13, 1973, and recorded as Entry No. 121812, Summit County, Utah, Official Records; at Robert W. Wells and Ira J. Jaffe are duly authorized to execute this Consent and Agreement on behalf of the partnership in accordance with the sions of the Utah Condominium Ownership Act.

14TH JULY

ACKNOWLED

STATE OF UTAH)
COUNTY OF SUMMIT) ss

On the 14TH day of JULY, A.D., 1976, personally appeard befo duly sworn, did say that they are the General Partners of Michigan- the within and foregoing Owner's Certificate and Consent to Recor said Robert W. Wells and Ira J. Jaffe duly acknowledged to me that

My Commission Expires
June 1, 1977

STATE OF UTAH)
COUNTY OF SUMMIT) ss

On the 14TH day of JULY, A.D., 1976, personally appeared befo

Ordinance No. 99-

AN ORDINANCE APPROVING THE SECOND AMENDED RECORD OF SURVEY PLAT FOR UNITS F AND H OF THE MARSAC MILL MANOR AND SILVER MILL HOUSE CONDOMINIUMS LOCATED AT 1325 LOWELL AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property known as Units F and H of the Marsac Mill Manor and Silver Mill House Condominiums at 1325 Lowell Avenue have petitioned the City Council for approval of an amended record of survey 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 August 25, 1999, to receive input on the proposed amended record of survey;

WHEREAS, the Planning Commission, on August 25, 1999, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 9, 1999, the City Council held a public hearing to receive input on the amended record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the amended record of survey.

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

SECTION 1. APPROVAL. The amended record of survey 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 condominium project known as the Marsac Mill Manor and Silver Mill House Condominiums is located at 1325 Lowell Avenue and is zoned RC.
2. The proposed amended record of survey combines Units F and H on the third floor and eliminates the common ownership wall between the units.
3. The Condominium Association agrees to this change.
4. The building footprint does not increase in size.
5. The Planning Commission forwarded a positive recommendation to the City Council on August 25, 1999.

Conclusions of Law:

1. There is good cause for this Amended Record of Survey.
2. The Amended Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Amended Record of Survey.
4. Approval of the Amended Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

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

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

PASSED AND ADOPTED this 9th day of September 1999.

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch, MAYOR

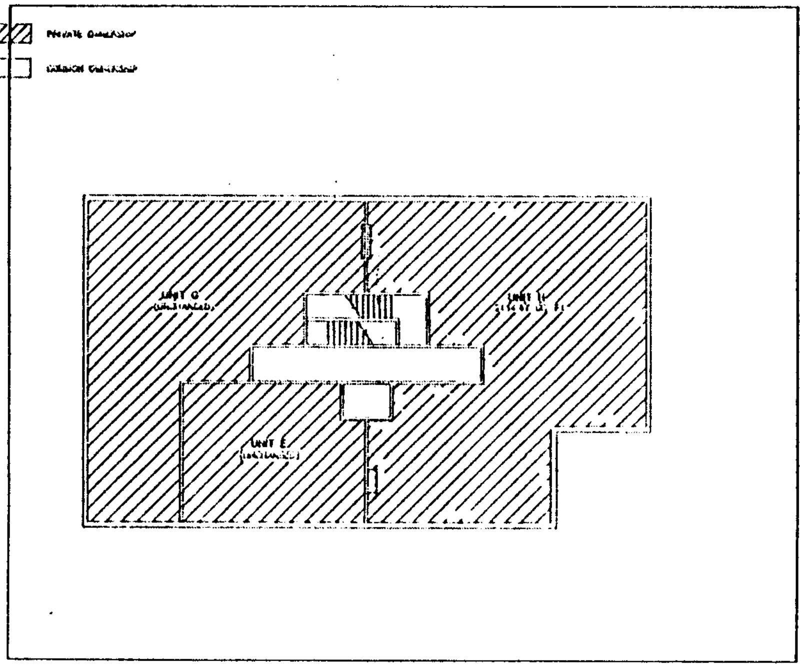
ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, Deputy City Attorney

LEGEND:



THIRD FLOOR PLAN
MARSAC MILL MANOR

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owners of the [illegible] tract of land, hereby certifies that they have caused this survey to be made and this Second Amended Record of Survey Map to be prepared and consents to the recordation of this Record of Survey Map.

Stanley N. Cohen, Trustee — Cohen Family Trust — Date
Owner Unit H

[illegible] Cohen, Trustee — Cohen Family Trust — Date
Owner Unit H

Jerald E. [illegible] — Date
Owner Unit F

Barry [illegible], President — Date
Marsac Mill Manor & Silver Mill House Condominium Association

ACKNOWLEDGMENT

State of ____________
County of ____________

On this ______ day of ____________ 1999, personally appeared before me, the undersigned Notary Public, in and for said County and State, Stanley N. Cohen and [illegible] Cohen, being duly sworn, acknowledged to me that they are Owners of Unit H, Marsac Mill Manor & Silver Mill House Condominiums, and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Residing in: ____________

My commission expires: ____________

ACKNOWLEDGMENT

State of ____________
County of ____________

On this ______ day of ____________ 1999, personally appeared before me, the undersigned Notary Public, in and for said County and State, Jerald E. [illegible], being duly sworn, acknowledged to me that he is the Owner of Unit F, Marsac Mill Manor & Silver Mill House Condominiums, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Residing in: ____________

My commission expires: ____________

ACKNOWLEDGMENT

State of Utah
County of Summit

On this ______ day of ____________ 1999, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, Barry [illegible], being duly sworn, acknowledged to me that he is the president of the Marsac Mill Manor & Silver Mill House Condominium Association, a non-profit corporation, and that he signed the above Owner's Dedication and Consent to Record on behalf of the Marsac Mill Manor & Silver Mill House Condominium Association, a non-profit corporation.

Residing in: ____________

My commission expires: ____________

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. [illegible], as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner(s), this Second Amended Record of Survey map of MARSAC MILL MANOR & SILVER MILL HOUSE, a Utah Condominium Project in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify the information shown hereon is accurate to the best of my knowledge.

John Demkowicz LS #[illegible] — Date

DESCRIPTION

Units F and H, (Marsac Mill Manor), Marsac Mill Manor and Silver Mill House Condominiums, a Utah Condominium Project, together with an undivided [illegible] ownership interest in and to the common areas and facilities of the project as the same are identified and established in the Amended Record of Survey Map recorded August 20, 1976 as Entry No. 133003, and the Condominium Declaration of Marsac Mill Manor and Silver Mill House Condominiums recorded December 13, 1973 as Entry No. 121013 in Book M82 at Page 701 and the Amendment to Condominium Declaration for Marsac Mill Manor and Silver Mill House Condominiums recorded August 20, 1976 as Entry No. 133002 in Book M83 at Page 147 of the official records in the office of the Summit County Recorder.

NOTES:

1. This second Amended Record of Survey Map is a modification to the third floor plan of the Marsac Mill Manor building.

2. With the exception of the modifications to the third floor plan of the Marsac Mill Manor building shown hereon, the Amended Record of Survey Map of Marsac Mill Manor & Silver Mill House Condominiums, recorded August 20, 1976, as Entry #133003, in the Summit County Recorders Office shall remain in effect.

3. The address of the property is: 1325 Lowell Avenue, Park City, Utah 84060

MARSAC MILL MANOR & SILVER MILL HOUSE CONDOMINIUMS

SECOND AMENDED RECORD of SURVEY MAP
LOCATED IN THE NW 1/4 OF SECTION 16, T2S, R4E, SLB & M

RECEIVED
JUN 28 1999
PARK CITY
PLANNING DEPT.

PAGE 1 OF 1

[illegible]	PLANNING [illegible]	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED

1325 Lowell Avenue

EXHIBIT A

26

PARK CITY
1884

DATE: September 9, 1999
DEPARTMENT: City Manager's Office
AUTHOR: Jan Scott, City Recorder
TITLE: Appointment of Election Judges
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Authorization to the City Recorder to appoint election judges for the Primary Election to be held October 5, 1999 and the General Election to be held November 2, 1999.

DESCRIPTION: According to UCA 20A-5-602, the governing body shall appoint three election judges and an alternate for each municipal polling place. This is to be done at least 15 days prior to the Primary Election. The municipal legislative body may not appoint any candidate's parent, sibling, spouse, child, or in-law, to serve as election judges in the voting precinct where the candidate resides.

The Summit County Clerk added voting districts by dividing them in Park City last year because of our growth. It is my recommendation to consolidate districts, as done in the past, so that the procedure is familiar to voters. Although, the code requires only three judges, it is my intent to staff the polls with additional judges to better accommodate the voters. The districts and polling places in Park City are as follows:

Consolidated District 1 - Marsac Municipal Building

- #1 Deer Valley
- #2 Old Town South
- #32 Old Town North

Consolidated District 2 - Treasure Mountain Middle School

- #3 Prospector
- #4 Thaynes Canyon
- #33 Sidewinder

Consolidated District 3 - McPolin Elementary

- #5 Park Meadows South
- #6 Quarry Mountain
- #35 Park Meadows North

1999 ELECTION JUDGES

Consolidated District 1 Districts 1, 2, and 32	Consolidated District 2 Districts 3, 4, and 33	Consolidated District 3 Districts 5, 6, and 35
Ruth Gezelius 51 Prospect Avenue P. O. Box 1294 Park City, Utah 84060 649-4669	Betty Sue Elliott 544 Deer Valley Loop P. O. Box 3329 Park City, Utah 84060 649-0568	Virginia Vallor 2772 Four Lakes Drive P. O. Box 3447 Park City, Utah 84060 649-1481
Carl Woolsey 331 McHenry P. O. Box 429 Park City, Utah 84060 649-8394	Kathryn Herschberg 2326 Comstock Drive Park City, Utah 84060 649-6938	Ben Vallor 2772 Four Lakes Drive P. O. Box 3447 Park City, Utah 84060 649-1481
Donna Woolsey 331 McHenry P. O. Box 429 Park City, Utah 84060 649-8394	Leona Martinez 187 Daly Avenue P. O. Box 584 Park City, Utah 84060 649-9636	Mary Wynne 2006 Lakeview Drive P. O. Box 740 Park City, Utah 84060 645-9401
Mary Wintzer 320 McHenry Street P. O. Box 224 Park City, Utah 84060	Edna White 1920 Evening Star Dr. Park City, Utah 84060 649-4504	Charles Strong 3006 Mtn. Ridge Ct. Park City, Utah 84060 649-2845
Carol Rixey 227 Main Street P. O. Box 777 Park City, Utah 84060 649-8333	Carol Sletta 135 Sampson Avenue P. O. Box 1296 Park City, Utah 84060 649-6820	Marion Strong 3006 Mtn. Ridge Ct. Park City, Utah 84060 649-2845

Alternates:

Joe Hanley
3360 American Saddler Drive
P. O. Box 6
Park City, Utah 84060
W - 649-8656

Penny and Jim Pack
2574 Aspen Springs Drive
Park City, Utah 84060
647-7770

PARK CITY
1884

Council Agenda Report

DATE: September 3, 1999
DEPARTMENT: Recreation Services
AUTHOR: **Kathy Kelly**
TITLE: **Restaurant at the Racquet Club**
TYPE OF ITEM: Lease

SUMMARY RECOMMENDATION:

Authorize the Recreation Services Department to enter into a lease, in a form approved by the City Attorney, with AMMS, L.C.

DESCRIPTION:

A. Topic:

One response was received to the Request for Proposal for the restaurant space at the Racquet Club. This item proposes to lease the restaurant space at the Racquet Club to that respondent.

B. Background:

The Recreation Staff prepared and distributed a Request for Proposal which specifically outlined our vision of a restaurant which would successfully operate in the space at the Racquet Club. Among other items we requested: family oriented menu, decor and activities with a very casual atmosphere; a place where children and teens would feel comfortable, a children's menu, and service for Racquet Club customers as a priority.

Several businesses requested RFP details, and several said they would submit a proposal. One proposal was received, from Matthew and Ann Lamphier, owners of the Broken Thumb, and Paul Waters, owner of a golf custom club and repair business in Park City. Paul Waters has since withdrawn his proposal, and the Broken Thumb proposal will stand on its own.

The proposal is to move the current Broken Thumb restaurant to the main restaurant section of the restaurant space. The back part of the restaurant would become a "game" room with foosball, sports oriented video games, and a pool table.

The Lamphiers have proposed continuing their regular menu and expanding it where necessary to provide more choices as requested. The menu has many low cost options. They would also add a children's menu. Hours would include lunch and dinner seven days a week with breakfast on Saturday and Sunday mornings. Their concept calls for: family oriented dining, sports television coverage, games for youth. To begin, they would continue with their beer license only. Dependent on customer preferences, they might add wine or a liquor license in conjunction with meals. They would not become a private club.

The Lamphiers are comfortable with the concept of providing a location at which youth and teens will feel welcome. The Broken Thumb currently has a high school student clientele. Students come during lunch, after school, and on dates. The Lamphiers would like to add an ice cream bar with smoothies and shakes for youth and Racquet Club customers.

C. Analysis:

The Broken Thumb is an established, successful restaurant in Park City. Staff feels that the restaurant concept would be a good match-up with the Racquet Club.

The Lamphier's are asking for lower rent for the first year in order to re-model and get their business re-established. The previous tenant did extensive painting with dark, oil based paint and this will be costly (about $5,000) to paint over. Staff proposes that the City contribute $2,500 towards the painting. Rent in the second and third years would increase. The short term loss of revenue would be justified if the restaurant is successful in the long run.

Proposed rental terms:

> $1,200 per month for the first six months.
> $1,500 per month for the second six months.
>
> For the remaining two years of the initial term of the lease, the base rent would be $2,000 a month; plus 5% of gross revenues not to exceed a total monthly rent of $2,700.

This lease will include the Olympic period, and if the restaurant space is needed by the City as part of a Racquet Club lease, it is proposed that the City would pay to move, store and return any equipment or furnishings needing to be removed. The City would also compensate the businesses for profits lost, based on average profits for January and February 2001. The lease maybe extended for an additional three year period.

The kitchen equipment owned by the City would be maintained and repaired by the City. However, the City would reserve the option of removing any equipment when the cost to repair it exceeded 50% of its assessed value. The City would not be obligated to replace that equipment, unless it breaks during the first three months of the lease.

Staff has also agreed that the tenants be given the option of the managing the vending machines within the Racquet Club. This will eliminate competition between the entities, and the Front

Desk staff will no longer have to keep track of the drink inventory and load the machines. The City would receive no revenue but would no longer have the labor costs associated with the service. The Racquet Club staff believes that this would be a net benefit to the City.

D. Review:

The City Manager's Office, and the Legal and Finance Departments have reviewed this proposal.

ALTERNATIVES:

A. Approve the lease with the Lamphiers.

B. Solicit more proposals for a restaurant.

C. Direct staff to work on alternative ideas for the space.

SIGNIFICANT IMPACTS:

The Recreation Department's goal is to have a restaurant in the space, to provide food services to its patrons, as well as to provide revenue for the Recreation Fund. As the restaurant equipment and furnishings are owned by the City, we have the opportunity to provide a "turn-key" opportunity to a leasee. Removing the restaurant equipment from the space would be costly since a wall would need to be removed and a crane employed to take out the existing kitchen equipment.

RECOMMENDATION:

Authorize the Recreation Services Department to enter into a lease with AMMS, L.C. to provide restaurant services in the Racquet Club, according to the substantially the same terms described in the draft lease attached, in a form approved by the City Attorney.

Draft

LEASE AGREEMENT

This lease agreement is made by and between **PARK CITY MUNICIPAL CORPORATION** ("Landlord"), a political subdivision of the state of Utah, and AMMS, L.C. ("Tenant") a Utah corporation qualified to do business in Utah, to set forth the terms and conditions under which Tenant will lease certain property owned by Landlord in Park City, Utah. The parties agree as follows:

1. Property. The property hereby leased is the second floor restaurant space, Common Area (as defined below) and second floor decks located in the Park City Racquet Club, 1200 Little Kate Road, Park City, Utah (the "Premises"). The Common Area is defined as the pools, pool decks, gym, tennis courts, lounge and lawn area of the Park City Racquet Club. Use of Common Area requires the prior approval of the Leisure Services Department pursuant to Paragraph 3(a) below. The Premises, not including Common Area, decks and restrooms, contains 2,900 square feet of restaurant space. The Premises do include the office adjacent to the entry way to the restaurant.

2. Term. This Lease shall have a term of three (3) years from_________ and expiring ______________The property being leased is currently surplus municipal space, but may be required for municipal or other non-profit purposes by Landlord at the conclusion of either Lease term. However, if it is determined in the sole discretion of the Landlord that the space is still surplus to the Landlord's needs at the conclusion of the Lease term and the Landlord does not decide to lease the space to a non-profit organization, the space will be offered to Tenant before being offered to another private enterprise, and Tenant will have a right of first refusal on any offer by Landlord to lease the property for private enterprise for any additional period of time. The right of first refusal shall not apply to the Olympic Period below. This lease shall automatically renew for one successive three (3) year term unless either party notifies the other in writing by December 31, 2001 of its intention not to renew.

(a). Olympic Period. The Landlord hereby reserves the right to use the Premises for the 2002 Winter Olympic Games from February 1, 2002 thru February 28, 2002 ("Olympic Period"). The Landlord shall give Tenant written notice by February 1, 2001 of its intent to use the space, or not. If notice of Landlord use is given, Tenant shall vacate the Premises on January 31, 2002. Should the City require removal of any of Tenant's equipment or furnishings, the City agrees to pay for the removal, storage, and return of those furnishings or equipment. City would also compensate Tenant for lost profits during this period. Compensation would be based on average profits for the business for January and February 2001. Rent would be waived for this period. Landlord shall Indemnify and hold Tenant harmless from and against any losses, claims, damages or liabilities as a result of the third party's use of the premises during the Olympic period.

3. Rent. The rent for the first term of the lease shall be: $1,200 per month for the first six months, $1,500 per month for the second six months. Landlord will participate in the repainting of the restaurant and shall contribute $2,500 payable directly to the contractor. After the first twelve months, there will be a monthly base rent of $2,000 plus 5% of gross revenues, not to exceed a total of $2,700 per month. The rent for the second three-year period would be a monthly

base rent of $2,000 plus 5% of gross revenues, not to exceed a total of $3,000 per month. At its discretion, Landlord may charge Tenant a late fee of $25.00 for every five days the rent is late. Tenant shall also be responsible for all utilities pursuant to Paragraph 6 herein.

Gross Revenue. For purposes of this Lease, shall mean the total amount in dollars of all sales made in, including sales of gift certificates, or upon all orders placed at or completed by delivery in or from the Lease of premises; provided that the Gross Revenues for each month shall not include bonafide refunds and credits, sales, and excise tax imposed by City, County, State, Federal or other government agencies, credit card discount charges or bad check charges, employee discounts, and any meals provided to employees at a discount or without charge, and coupons or discounts issued for promotional purposes.

Option to Renew.

a. Tenant shall have an option to extend the lease upon the same conditions, except with respect to increase in the rent described in paragraph 3 above, for (1) additional Lease term of three years. The option shall be exercised by Tenants written notice to Landlord delivered no later than sixty (60) days prior to the expiration of the original term, for extension to the option term.

b. Commencing with the second year of the option term, and each year thereafter, the amount of base rent shall be adjusted as of the expiration of each lease year (12 months subsequent to the commencement date of the option and each anniversary thereof) to reflect any change in the cost of living. The adjustment, if any shall be calculated upon the basis of the United Stated Department of Labor, Bureau of Labor Statistics and Consumer Price Index for all Urban Consumers. The Index published as of October, 2001 shall be considered the ("Beginning Index") for purposes of calculating the Index adjustment at the commencement of the Option Term. If the Index published nearest the adjustment date ("Extension Index") has increased over the Beginning Index, the minimum rent for the following year, until the next rent adjustment shall be set by multiplying the minimum rental by a fraction, the numerator which is the Extension Index and denominator which is the Beginning Index.

EXAMPLE
COMPUTATION OF ADJUSTED RENTAL
(Illustrative Purposes Only)

Minimum Monthly Base Rental	$2,000.00
Beginning Index (denominator)	200.00
Extension Index (numerator)	220.00

$$\$2{,}000.00 \quad X \quad \frac{220.00}{200.00} = \quad \$2{,}000.00$$

(d) Common Area. Landlord's consent for Tenant's use of any portion of the Common Area is expressly conditioned upon: 1) the availability of the area (Leisure Services or other City use has priority); and 2) the negotiation for a reasonable use fee. Consent shall be given by the Racquet Club manager or his/her designee.

(e) Rent Commencement Date. This Lease shall commence on ___________, and the term of the Lease shall begin on that date.

4. Deposit. Tenant shall pay Landlord the first and last month's rent (total of $2,700) prior to or concurrent with execution of this Lease. The last month's deposit shall increase with rent increase on _______ to $2, 000.

5. Payment of Taxes and Other Assessments. The property is presently not subject to property taxes because of the municipal ownership. In the event the property becomes subject to property tax assessment by virtue of the non-governmental use by Tenant, Tenant agrees to pay, in addition to the rent, the amount of property taxes assessed against the property, as apportioned to Tenant's space. Tenant shall have the right to contest any such levy at Tenant's expense, provided that the taxes are first timely paid. Additional rent items will be billed to Tenant when and if they come due.

Tenant shall pay all real estate and personal property taxes and other related assessments for taxes on the Premises during the term of this Lease. Tenant shall pay all fees and sales or other taxes assessed on the operation of its retail sales business.

6. Utility Services. Tenant shall be responsible to pay for all utilities including, but not limited to, natural gas, electricity, telephone and water for the leased space. Tenant will establish an account with each utility in Tenant's own name. If any utility is not separately metered then Tenant shall continue to be responsible for payment for the utility and will pay the portion of the utilities which are reasonably related to the utility usage for the leased space as determined by Landlord. Utility payments are deemed a part of the rental due and failure to pay for utility service is a default in the payment of rent.

7. Use of Premises/Catering. The Premises shall be used only for the purpose of a restaurant, food services and catering business. Tenant may, at Tenant's option, take over management of the vending machines currently located in the Racquet Club. Landlord shall provide free advertising to Tenant in Play Magazine and the lobby, in a manner approved by the Landlord. Tenant and Landlord may also participate in other joint marketing efforts with the prior agreement of each. Tenant and any sub-tenant are responsible for obtaining all necessary licenses for their operation.

8. Care and Repair of Premises by Tenant. Tenant has inspected the Premises and accepts it "as is" and as acceptable for the purposes of this Lease. The Tenant will not commit any waste on the Premises nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with consent of Landlord but at Tenant's own cost and expense and in a good workmanlike manner, make such alterations and repairs to the portion of the Premises, excluding Common Area, as Tenant may require for the conduct of its business without, however, materially altering the basic character of this structure or improvements or weakening the structure of the Premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Lease. Track lighting supplied by Tenant may be removed by Tenant upon the expiration or termination of this Lease.

(a) *Landlord* shall have sole responsibility for maintaining and repairing all restaurant and kitchen equipment and facilities, including all stoves, freezers, ovens and refrigerators. Grease traps must be cleaned by Tenant on a regular basis. If any such repair (exclusive of normal wear and tear maintenance/cleaning) cumulatively exceeds fifty (50) percent of the value of any repaired item, Landlord shall have the option of removing, and not replacing , that item. Landlord agrees to repair or replace any piece of equipment during the first three months of the lease.

9. Damage or Destruction. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Premises without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If such damage or destruction shall render the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding, the effect of which may require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this Lease by written notice to the other within 30 (thirty) days after occurrence of such damage or destruction.

10. Liens. Tenant shall not permit any liens to attach to the property, including but not limited to those for utility bills, for work or services done at Tenant's request or for Tenant's benefit. In the event that Tenant allows a lien to attach to the property, Landlord may, by written notice to Tenant, demand that Tenant either discharge the lien within three (3) days, or quit the premises within five (5) days, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant, and may pursue any or all of the applicable remedies outlined in Paragraph 15 below. Tenant agrees to pay all reasonable costs incurred by Landlord in the defense or discharge of any liens on the property, including attorney fees.

11. Insurance. Landlord does not have, and is not obligated to provide, insurance on the contents of Tenant's space, nor insurance that would protect Tenant against public liability from injuries to patrons on the premises. Tenant shall, at Tenant's expense, carry a policy of general liability insurance in an amount of at least $2,000,000 (Two Million Dollars) per person and $1,000,000 (One Million Dollars) per incident or occurrence. Landlord shall be named as an additional insured on the policy. A certificate of insurance requiring that a 30 (thirty) day cancellation notice be given to the Landlord in writing shall be provided to Landlord on or before the lease commencement date, and maintained continuously during the term of this Lease. Said certificate of insurance shall state that Tenant's coverage is primary with Landlord's as secondary. Tenant may carry whatever contents insurance and other insurance Tenant deems appropriate. Tenant's sole remedy due to business interruption from any cause shall be its own insurance and Tenant will have no action against Landlord.

12. Indemnity. Tenant covenants and agrees to indemnify, hold harmless and defend the Landlord, its agents and employees from all fines, suits, claims, demands and actions of any kind and nature, and to reimburse for all fines, expenses, and fees, including attorney's fees, incurred by reason of any and all of its operations hereunder, including those related to the sale of alcoholic beverages. Tenant further covenants and agrees to assume all the risk in the operation of its business hereunder and to be solely responsible and answerable in damages for any and all accidents or injuries to person or property arising out of or by reason of any of its agents' or employees' acts or omissions hereunder, or the operation of Tenant's business, including those related to all alcoholic beverage sales..

13. Signs. Tenant shall be entitled to install a sign at a location approved by the Landlord. This location is currently on the front of the building. Tenant may also have a sign in the front lobby of the Racquet Club. The signs shall conform to the Park City sign regulations in effect on the date the sign is installed. Because Landlord vigorously regulates signs throughout the City, Landlord reserves the right to specifically review and approve or reject proposed signs on the building. Landlord's approval for signs will not be unreasonably withheld so long as the proposed signs are consistent with Park City codes, and with the architectural detailing of the building. Signs shall be removed at the Tenant's expense at the termination of the lease.

14. Assignment/Sublease. This Lease may not be assigned or the Premises sublet without the prior written consent of Landlord. Landlord's consent to assignment or sublease will be granted on the basis of Landlord's determination of the financial reliability of the assignee or sublessee and the business to be operated by the assignee or sublessee in order to insure a tenant that is compatible with the recreation nature of the Premises and the public ownership of the building. Landlord's consent will not be unreasonably withheld.

15. Remedies. In the event Tenant fails to pay monthly installment payments when due, or fails to pay additional rent as billed for, or violates or breaches any other term or

condition of this Lease, Landlord shall have the right to exercise the following remedies, and any other remedies contained in other provisions of this Lease or available at law or in equity:

(a) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments and additional rent due or otherwise cure the default within three (3) days, or quit the premises within five (5) days;

(b) Landlord may permit the Tenant to remain in possession and sue for the installments and additional rent that are past due;

(c) Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to here, provided that any reletting shall be done in good faith under the circumstances;

(d) Landlord may agree to receive a payment of damages in such amount as the parties then agree, and release the Tenant from the obligations under this Lease entirely.

Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord is on Tenant's account. Tenant is responsible for all payments and obligations under this Lease until Landlord releases Tenant.

In the event that Tenant is in violation of some provision of this Lease, other than the payment of base rent or additional rent as described above, Landlord shall be entitled to maintain an action for specific performance or injunctive relief, or upon written notice, to give Tenant thirty (30) days in which to cure the violation or breach of performance, or to pursue any other remedy specified in this Agreement. If the breach continues after the expiration of the thirty (30) day notice period, Landlord may exercise any and all remedies available at law or equity, including re-entry and taking possession of the premises, or re-letting the premises for Tenant's account.

16. Notice Provision. Any and all notices required by this Lease shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

Landlord:	Tenant:
City Attorney	AMMS, L.C.
Park City Municipal Corporation	
P. O. Box 1480	

Park City, Utah 84060

If either party should have a change in mailing address, that party shall promptly notify the other party and the new address shall be substituted for that party's above address.

17. Increased Insurance Risk. Tenant will not permit the Premises to be used for any purpose which would render the fire insurance on the building or on the Premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the initiating of that prohibited purpose. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the premises of the same general type as those covered by this Lease.

18. Surrender of Premises. Tenant agrees to surrender the Premises at the expiration or sooner termination of this Lease or any extension thereof in the same condition or as altered pursuant to the provisions of this Lease; ordinary wear, tear and damage by the elements or other acts of God excepted.

19. Holdover. Should Tenant holdover the Premises or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Tenant shall pay as monthly rental the same monthly rental provided for herein.

20. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord is the owner of the Premises and that, except for below, Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the Tenant's obligations of this Lease. Tenant hereby acknowledges that the Premises are a public recreation facility that often has special events and tournaments. These special events often result in the filling of the parking lot for the Premises, total occupation of the Common Area, and other traffic, access and noise impacts. Tenant hereby acknowledges that such impacts from operation of the recreation facility shall not constitute a breach of Landlord's covenant of quiet possession, and that such events shall be scheduled at the sole discretion of the Landlord. Landlord shall use reasonable efforts to provide the Tenant with advanced notice of said events.

21. Maintenance. Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures, lighting fixtures, janitorial service resulting from Tenant's use, and glass maintenance (both cleaning and replacement in the event of damage) which is within the Premises or solely serves the Premises. Landlord shall be responsible for mechanical systems which serve portions of the building other than, or in addition to Tenant's space as reasonably necessary to maintain the structure and to service common utility facilities.

22. Access to other space. Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure and to service common utility facilities. Landlord shall have the right to inspect the leased space at anytime, with or without notice.

23. Force Majeure. This Lease shall automatically terminate upon any holding, interpretation or determination by a court, legislative, or administrative body, that Landlord may not lease to a retail establishment or that the bonds issued by Park City Municipal Corporation or Municipal Building Authority of Park City will not qualify as tax exempt if the property is leased to a private entity or monies are received for so leasing, or that Landlord may not lease to a private entity, either under existing state and federal law regulation or future state and federal law regulation.

24. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, provision of services or operation of its business hereunder.

25. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with natural light.

26. Garbage Disposal. Tenant will provide and use suitable covered receptacles for all garbage, trash, and other refuse on or in connection with Tenant's occupation of the Premises. Tenant shall not allow the Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises, and shall remove such items daily to a designated dumpster.

27. Rights of Successors and Assigns. The covenants and agreements contained within this Lease shall be binding upon the Landlord and Tenant and inure to the benefit of their respective legal representatives, successors, and assigns, except as expressly otherwise provided herein.

28. Costs and Attorney's fees. The Landlord and Tenant each agree that in the event of any dispute or litigation involving this Lease , or the enforcement of any right or duties contained therein, or the recovery of the Premises , the prevailing party shall be entitled to recover from the other party all costs of suit, including reasonable attorney's fees.

29. Waiver of Covenants. the waiver of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive either parties' right of enforcement upon any subsequent breaches of such covenants or any other provisions herein contained.

30. Entire Agreement. This agreement constitutes the entire and only agreement between parties and it supersedes all prior agreements with respect to the lease of the Premises. This agreement cannot be altered, modified, or assigned except by written instrument, signed by both parties.

31. Governing Law and Choice of Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Utah. Disputes arising under this Lease that cannot be resolved between the parties shall be decided in the Third Judicial District Court, Summit County, State of Utah.

32. Severability. If any provision of this Lease shall be deemed to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions contained in this Lease shall not in any way be effected or impaired.

33. Headings. Headings in this Lease are for convenience only and shall not be used to interpret or construe its provisions.

DATED THIS ____ day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch, Mayor

Attest:

____
Jan Scott, City Recorder

Approved as to form:

____
Mark Harrington, Deputy City Attorney

AMMS, L.C.
09/03/99

____
By:

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ______ day of _________________, 19____, personally appeared before me ________________, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the __________________________ (title or office) of _______________, and he/she acknowledged to me that said corporation executed the same.

____
Notary Public

PARK CITY
1884

DATE: September 9, 1999
DEPARTMENT: Public Works
AUTHOR: Hope E. Bleecker, Transportation Director Hope 9/3/99
TITLE: Recommendations of the Citizens Advisory Committee on Parking
TYPE OF ITEM: Public Hearing

SUMMARY RECOMMENDATIONS: Hold a public hearing on the Citizens Advisory Committee parking proposal.

DESCRIPTION:

A. Topic. Citizens Advisory Committee Parking Proposal.

B. Background. Members of the retail, office, and restaurant communities, as well as citizens at large currently form the Citizens Advisory Committee on Parking. The group has been convening since April 23 and first appeared before the Council on June 17 to report on short-term recommendations and to receive approval on their task of designing a new parking plan. The Committee then appeared again on August 5 to present an alternative to the existing parking operating system. The Committee received positive feedback from the Council. The minutes of that meeting are attached.

The purpose of tonight's public hearing is to receive public comment on the proposal. Staff and some of the members will be available to present the alternatives outlined below and to answer questions regarding the recommendation.

C. Analysis.
Five operating scenarios for Main Street parking have been designed and evaluated according to criteria outlined on the next page. The primary purpose of creating a new parking plan is to enhance user friendliness and to achieve better program consistency (avoiding as many of the four start/stop dates as possible). The Committee also considered the profiles of the summer customer and the winter customer in an effort to ensure that paid parking would not be a deterrent to local and Wasatch front visitors outside of the peak season.

Program Criteria and Scenario Design - Programs were judged in forums of Committee discussions according to their responsiveness to the following:

1) Fulfillment of Council Goals
2) Employee Accommodation
3) Feasibility during summer and shoulder seasons
4) Input received from Merchants, Residents, Restaurant owners, and Employees at an Open House on July 14.

Five scenarios were analyzed. All of the models assume:

1) Year-round operation (or minimization of the stop start component of the current system).
2) No increases in enforcement expenditure; All models retain 11 a.m. - 8 p.m. enforcement, 7 days per week.
3) Free Parking in the Sandridge Lots, the North Marsac Lot, and the Fourth Level of China Bridge. 24 hour limits would be retained in these areas.
4) An affordable employee pass which would allow parking for $125 in the winter and $75 in the summer and shoulder months in the China Bridge Garage. It could be sold seasonally for the rates specified above, or annually for $150. (See attachment 3b).
5) A higher priced annual pass which would cost $500 annually and which would be valid everywhere except Main Street. (See attachment 3a).
6) The Brew Pub Lot would be regulated the same as Main Street in terms of rate structure and time limits.
7) Three hour limit on Main Street.
8) Fifteen and thirty minute zones are retained in their same locations and enforced during the 11 a.m. - 8 p.m. period.
9) Time limits of 3 hours for any new free parking zones.
10) There are no new revised policies recommended for residential or lodging properties. Staff should work with the lodging properties and the residents to determine what works best. seasonally.

Financial Projections
Financial projections for each of the scenarios (Attachment 1) were developed by local transportation consultant Fehr & Peers. The models were developed with City budget staff and with thorough input from the Parking Committee. The model used site-specific meter revenue collection records, historical occupancy counts, and input from staff to project estimates for each parking area. Historical figures represent line items for tickets, permits, quick cards, and tokens. It is difficult to project outcomes for revenue sources other than meters. Line items represented are assumed to be conservative. The only reduction of revenue income was assumed for hang clocks, which are normally collected from locals and typically from employees. Since the five scenarios include free parking elements and employee permits which allow parking throughout Swede Alley, it is assumed that most scenarios would result in fewer hang clock sales.

Expense estimates are also based on historical data and include increases for additional support to assume the tasks of year-round collection, banking and administrative task handling, and an increase in supply or staff support-related items. These line items are more predictable and controllable than revenue figures.

With any financial modeling exercise there are several issues to keep in mind:

- *Base year calibration*: History is the best predictor of the future. The model input was adjusted so that the outcome became roughly equivalent to recent financial records. Once this was accomplished there was a solid foundation on which to test alternatives. This model has been carefully calibrated by known parking space occupancy by lot, and parking duration by lot.

- *Assumptions*: Predictive models make assumptions about variables, which are those specific input items which assume how parkers will react to system changes. For example, if a new free lot is added, will it constantly fill to capacity or will high occupancy make a paid alternative more convenient and therefore still attractive?

- *Disclaimer*: Any model, whether financial, traffic, or population forecast, is only one tool in the overall evaluation and decision-making process. Assumptions are always be reviewed several times by staff and the Committee (those who know the issues). In this particular case, the model has had very thorough review. However, not all factors can be controlled. Therefore, it is impossible to predict revenues.

Scenario 1 Free Main Street - This scenario assumes all parking areas would be $1 per hour, year-round with the exception 164 spaces on Main Street and 57 spaces in the Brew Pub Lot. Limits of 3 hours would be posted and enforced in order to discourage employee occupancy in these free areas. Unlimited quarterly employee permits would be sold at a price comparable to $125 in the winter and $75 in the summer (valid only in the China Bridge Garage). Premium rate passes would be sold to employees at $500 per year and would be valid anywhere except Main Street.

This scenario achieves year-round consistency and the addition of premium free parking for customers. To some extent the program would minimize employee use through time limit enforcement. Without a fully regulated policy to target employees, the same problem which previously existed before paid parking was in effect could return. This situation would be untenable on Main Street in the winter time.

An employee registration system would be problematic because of labor intensity unless the data were updated quarterly by an organization representative of Main Street interests which would be dedicated to assisting the city with monitoring a program. Even if a representative of Main Street could do the work, it would still be time consuming to pull such a program together. The Committee was not interested in dedicating additional parking staff to this cause. A registration program would not be "fool-proof" as employees could provide false license plate numbers, or simply fail to attach required stickers or other identification to their car. The Free Main Street scenario would not achieve a break-even financial result unless all area parking rates were raised above $1.50 per hour.

Scenario 2 Free Swede Alley - This scenario assumes all parking areas would be $1 per hour, year-round with the exception of 150 spaces on Swede Alley and in the Flag lot. (All uncovered spaces in Swede Alley between Heber Avenue and the China Bridge Parking Garage would be signed as free customer parking). Limits of 3 hours would be posted and enforced in these free areas in order to discourage employee occupancy and to open the areas during the eight month period for free customer use. The free lots would be posted "3 Hour Limit This Area". Unlimited quarterly employee permits would be sold at $125 in the winter and $75 in the summer (valid only in the China Bridge Garage). Premium rate passes would be sold to employees at a cost of $500 per year (valid anywhere except Main Street).

This scenario achieves year-round consistency, the addition of a free parking component for customers, and control of employee parking. The financial results did not achieve break-even status.

Scenario 3 Free China Bridge Garage - This scenario assumes all parking areas would be $1 per hour year-round with the exception of 320 spaces in the China Bridge Garage. The Garage spaces would be shared with permitted employees. A maximum of 3 hours per day would be allowed for non-permitted (customers) in the garage. Premium rate passes would be sold to employees at $500 per year (allowable anywhere except Main Street). A lower cost employee permit would be sold at $125 in the winter and $75 in the shoulder and summer (valid only in the China Bridge Garage).

This scenario achieves year-round consistency, the addition of a free parking component for customers, and control of employees. The free parking component would be available, but limited. This scenario achieves a break-even financial result. It was the second favorite among the Committee members and those who attended the Open House.

Scenario 4 Geographic Zones - This scenario is the same parking program which is in place now. Unlike the other scenarios, it is the only model which assumes a variable rate structure and does not include free parking components other than those which are currently in place. Discounted employee passes would be available at a comparable rate of $125 in the winter and $75 in the shoulder and the summer (valid only in the China Bridge Garage). The premium rate passes would be sold to employees at $500 per year and would be valid anywhere except Main Street.

This scenario achieves year-round consistency and employee management. It does not achieve any additional free parking components. The scenario achieves a break-even financial result. This scenario is the least favorite of the Committee because it ignores the summer and shoulder season surpluses of parking by not providing any additional free parking elements.

Scenario 5 Seasonal Four Month On / Eight Month Off - This scenario assumes all parking areas would be $1 per hour for four months per year (December 15-April 15). For a period of eight months in the shoulder seasons and in the summer, Swede Alley, the surface lots (with the exception of the Brew Pub lot) and garages would be free. Main Street would operate as paid parking 12 months per year with a 3 hour limit. When paid parking is in effect, Swede and the Garages would not be subject to time limits. In the off season and the summer, the Main Street regulations would remain and free time limited parking would be retained on Swede Alley and in the Garage. Premium rate passes would be sold to employees at $500 per year (valid anywhere except Main Street which would allow a parker to park beyond the posted time limit in the area. Less expensive passes would be sold for $125 in the winter and for an eight month period of $75 in the summer and shoulder seasons (valid in the China Bridge Garage only).

This scenario does not completely achieve year-round consistency. It provides free parking during periods when there is a surplus, and minimizes the number of annual regulation changes from four changes to two changes: one on December 15 and one on April 15. Main Street would operate all year. This scenario achieves a break-even financial result and was the first choice of a majority of the Committee members. It does control employees during the annual year. It was a clear favorite among the merchants who visited the open house, achieving 19 points over Scenario 3 Free China Bridge, which received 10 points.

Parking Open House

An Open House for Main Street Merchants and Restaurants was held at the Kimball Art Center Gallery on July 14. Committee members and parking staff played host to twenty attendees. The parking scenarios were informally presented and attendees were asked to record their preferred first and second scenario choices. Additional questions were asked regarding whether the regulations should be in effect on Sundays and Holidays. The top two scenarios were Four Months On/Eight Months Off and Free China Bridge. Four Months On-Eight Months Off was the overwhelming favorite with 19 points, and Free China Bridge achieved 10 points. There was a divided opinion on whether Sundays and Holidays should be enforced (yes votes in each case prevailed over no). There were several other comments which were taken which are recorded on Attachment 2, Parking Open House Comments.

Advisory Committee Recommendations

1. Adopt the following mission statement:

Provide a parking system which ensures easy, convenient, and user friendly parking for downtown customers. Ensure that the parking system enhances the competitiveness of the downtown district. Carry out the mission statement through achievement of the following objectives:

(Council Objectives listed below in Non-Bold Font)

a) Manage parking to assure efficient use of existing resources;
b) Monitor and assess the receptiveness of various user groups and parking rates and regulations;
b) **Replace goal (b) with the following - Provide a forum in which a Parking Committee can work bi-annually with staff to monitor and assess the receptiveness of user groups to parking rates and regulations.**
c) Generate sufficient revenue to pay for program costs;
d) Mitigate unintended impacts;

Add another goal which states the following:

e) **Provide appropriate levels of free parking components during periods when a surplus of parking is evidenced.**

2. Adopt the following parking system recommendation beginning December 15, 1999.

Seasonal Four Month/Eight Month Off - Implement $1 per hour annual rate for all paid areas between December 15-April 15. Retain these regulations year-round and post a 3 hour limit in the Brew Pub Lot and on Main Street. Operate Swede Alley and Garages with no time limit during the four months when paid parking is in effect. For a period of eight months in the shoulder seasons and in the summer, enforce free time-limited parking in Swede Alley, and in all surface lots and garages (with the exception of the Brew Pub lot which will remain $1 year-round). Post limits of 3 hours in the free areas for the eight month shoulder and summer periods. Sell premium rate passes to employees at a cost of $500 per year. The premium pass would be sold in the winter months and available at an annual rate only. Sell a discounted China Bridge Garage pass. There would be 3 types of discounted passes: An annual pass for $150, a $125 winter pass and a $75 off-season pass. The passes would allow employees to park for longer than the posted time limit.

This scenario does not completely achieve year-round consistency, but it does provide free parking during periods when there is a surplus. It minimizes the number of annual regulation changes from four changes to two changes. It will control employee parking in the off-season if the passes are priced accordingly, if employees are limited to certain parking areas, and if the system is enforced. Paid parking will be in effect annually on Main Street, which will minimize employee usage of the premium spots all year. This scenario achieves a break-even financial result and is the first choice of a majority of the Committee members. It was also the clear winner at the Parking Open House.

3. **Engage in the Following Future Tasks**

a) Technology Evaluation - conduct a comparative analysis of current meter technology and replacement impacts. Some Committee members feel that single space meters would be more effective than the pay and display system in achieving the mission of user-friendliness. The current signing has improved compliance, but according to some members there is still come confusion on the street. Staff should monitor the problems and evaluate single space versus pay and display technology according to suggested criteria such as public opinion; disposition and life cycle costs; revenue generated per space; and maintenance per space cost (include snow removal and labor intensiveness to collect, repair, and maintain the technology). The opinion of the Historic District Commission should also be factored into the decision.

b) Semi-annual Reviews - Evaluate the parking system seasonally and return to the Council with reports in June and November.

D. Department Review. This memorandum was forwarded for comment to the City Manager. Previous Council memos have been forwarded for comment to the Office of Capital Management and Budget, the Planning Department, the Public Works Director, and the Finance Director.

ALTERNATIVES:

A. Hold a public hearing on the proposal which is recommended by the Parking Committee and direct staff on further action regarding the proposal.

B. Suggest other alternatives for research or request additional information from the staff.

C. Do Nothing.

SIGNIFICANT IMPACTS:

A. Selecting Alternative A would provide the opportunity for future public comment on this issue. The new policy can be adopted and put into place by December if no major changes are necessary.

B. This alternative would delay selection of the proposed scenario. It would result in several more committee work sessions on a parking. The temporary outcome would be that the existing program would continue to operate through the winter until a policy alternative could be identified.

C. This would result in the existing program operating indefinitely.

RECOMMENDATION: **Hold a public hearing to evaluate input from citizens on the proposal. After receiving public input direct staff regarding further action on the proposal.**

PARK CITY
1884

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 5, 1999

Present: **Mayor Brad Olch; Council members Hugh Daniels; Roger Harlan; Shauna Kerr; Chuck Klingenstein; and Paul Sincock**

Toby Ross, City Manager; Jerry Gibbs, Public Works Director; Hope Bleecker, Transportation Director; Tom Bakaly, Director of Capital Projects and Budget

Ron Mortimor, Fehr and Peers; Robbie Beck, Main Street Business Alliance; Parking Committee Members: Clark Johnson, Rick Anderson, John Sutton, and Mary Black; Art Council Executive Director Joanna Charnes; Deb Corrigan, Arts Council grant committee

1. **Council questions and comments.** Paul Sincock felt that the new speed bumps work well. Jerry Gibbs added that a post-installation study will be conducted in the areas outside the speed bumps to determine their effectiveness. Roger Harlan mentioned a letter he received from Mr. Guy who resides at The Oaks; he noted that the City Park is being prepared for the skateboard park and stated that Evanston, Wyoming has the similar sized facility. Hugh Daniels received comments from Debbie and Jim Hansen that people actually speed up when approaching speed bumps. He asked that staff report back on The Oaks. Mr. Gibbs explained that he is preparing a letter so that the home owners groups communicate and there is consensus about speed bumps in the area. In response to a question from Shauna Kerr, the City Manager explained that two proposals have been submitted for the restaurant space at the Racquet Club, but the deadline is August 16. Chuck Klingenstein reported that the Senior Citizen Center is requesting work on the kitchen and asphalt. Summit County Commissioner Pat Cone has committed to looking into kitchen improvements and staff has indicated that for $2,000 in materials, the City crew could asphalt the parking lot. There was discussion about a source of funding and the interior work. Paul Sincock stated that he would support the City's expenditure for the asphalt work. Roger Harlan suggested that there be some landscaping next year and Ms. Kerr recommended a Mother's Day project. Council supported the project.

Chuck Klingenstein commented on a Board of Regents meeting where the difficulty of universities finding affordable rental space in Park City was discussed. The County Transportation Committee is continuing to make progress.

2. **Parking committee recommendations.** Hope Bleecker pointed out that the wrong staff report was printed in the packet, and explained the omission that there is no intention of changing the policy with regard to residential or lodging properties and staff will be working with them to determine what works best. She introduced Ron Mortimor from Fehr and Peers, Robbie Beck of the Main Street Main Street Alliance, and Clark Johnson from the parking committee. Meter revenues are up about $5,000 for the first month which indicates that the compliance rate is

better. She referred to work to date, including the scofflaw ordinance which is scheduled for adoption. It is the committee's intent to develop a program which can fulfill the original Council's goals to manage employee parking throughout the season and one that has more consistency than the current program.

The committee is recommending that the employee rate be increased, but vary it seasonally. There would be a discount employee permit limited to the China Bridge Garage, an unlimited number sold, and does not guarantee a space. It would sell in the winter for $125, in the summer $75, and annually at a one-time rate limited throughout certain months of the season for $150. There was feed-back from an open house held that it may be preferable to offer a more expensive type of permit which would act like the hand-clock. This would allow employees to park in Swede Alley, and although the hand-clock is convenient a one-time permit could be purchased for $500.

Ron Mortimor, Fehr and Peers, referred to an attachment regarding fiscal information and pointed out that ticket, permit and in-car meters, etc. remain constant through different "free" scenarios. He explained how turn-over rates are determined and occupancy rates are separate and different. His analysis is based on specific numbers based on historical data in the field. Seasonal rate changes are also considered and Mr. Mortimor explained in detail how meter revenue at each location is determined on the model. Paul Sincock asked how free lots affect the calculations. Mr. Mortimor acknowledged that free lots affect occupancy and turn-over rates which will fluctuate throughout seasons.

Hope Bleecker explained that the free Main Street scenario, other locations are paid throughout the year, and the free lots are retained. This does not work financially unless the rate is raised and the committee did not want to raise the parking rates. There was concern about too much congestion with parking on both sides of the street. The free Swede Alley is less problematic but not supported by the committee. Free China Bridge was second favorite at the open house and among committee members. The meters would be removed and the parking would be time limited and everything else would be paid year-round. She discussed the current program including four geographic zones with varying rates which seems to be problematic with people, dealing with paid parking on a daily basis, who commented at the open house. She continued that there is a high sensitivity to the surpluses in the shoulder and summer seasons; a feeling that paid parking is inappropriate during those times, and that the City should retain some additional free parking components. And although this achieves a break-even operating revenue, it seems to be problematic among merchants and committee members. The recommendation of the committee is $1 on Main Street; $1 on Swede Alley and in the garage during the winter months; it retains the free parking areas during the winter. The winter is identified as December 15 to April 15. Main Street and the Brewpub lot would be paid parking year-round; Swede Alley would be free from April 15 to December 15 but would be regulated by time limits. Permits would be sold to allow employees to park in these areas and beyond the time limits. This is the favorite among the committee members and open house attendees.

Robbie Beck referred to the committee's mission statement, "Provide a parking system which ensures easy, convenient and user-friendly parking to downtown customers and ensures that the parking system enhances the competitiveness of the downtown area". She acknowledged that as Park City grows, the parking demands will change, and the committee would like to continue its work on a bi-annual basis. Park City is a resort town and there are only two prime seasons, but during the shoulder months and summer, records indicate that there is a surplus of parking. Consistency became a huge issue for the committee but as the seasons were examined a year-round paid parking program was not feasible, realistic, or fair for residents and guests visiting the downtown area. Mr. Sincock asked that she elaborate that paid parking is "unfair". Ms. Beck pointed out that the numbers indicate a surplus of parking during certain seasons, except for Main Street, which is retained as paid-parking. While there is a surplus of parking, she questioned continuing to try to sell the parking. The Main Street Business Alliance feels this could be an incredible marketing tool to encourage people to visit the downtown corridor.

Committee member Clark Johnson expressed that the committee moved through issues quickly and formed consensus easily which lead him to believe that there were some obvious "no-brainers". He supports the recommendation of the group because it has been developed through a lengthy process and the make-up of the group was representative. As a long-time Main Street business owner, he acknowledged two separate markets. The tourist, and the local and Wasatch Front markets work independently and the scenario address this better than any of the other options. Businesses need to find a system that will invigorate activity not discourage it and some of the other scenarios may make sense financially, but may alienate visitors. The parking system is dynamic and will change over time and in the future, Park City may become a full season resort destination that will require a more intensive parking system. The system can be analyzed annually, and the parking system should evolve over time instead of forcing something that the community is not ready for. Rick Anderson, committee member, agreed with Mr. Clark's comments and emphasized that most visitors in the summer are local and Wasatch Front customers. Until there are more destination visitors, businesses rely on the local and Wasatch Front patrons who object to paid parking. The free parking component provided in the off season in the China Bridge and Swede Alley areas is the key to turn the negative attitude around. Committee member John Sutton commented on the agreement of the group on this option. The Mayor congratulated the committee and understood that this will be again reviewed after the winter season. Hope Bleecker explained that there will be a public hearing held on this proposal the beginning of September and it is recommended that it not start immediately so there is opportunity for an education element. Year-round paid parking will begin in December.

In response to a question from Paul Sincock about revenue remaining constant through different scenarios, Ron Mortimor felt that revenue may vary slightly but it is difficult to speculate. Mr. Sincock questioned if people would pay for a pass when they can park free in Swede Alley and move their cars every three hours. Mr. Mortimor agreed that some people will do this, but it will be a small number. Paul Sincock stated that there is nothing in the proposal which amortizes the $410,000 cost of the Sandridge lots, which provide free public parking. Ms. Bleecker felt that the occupancy of the lot is improving. Mr. Sincock explained that his concern is that parking in the downtown core should be first for customers and secondly for the workers. When parking became paid there was an obvious exodus of employees who parked in Sandridge. He doesn't care if there is paid parking or meters, but that the parking be available to customers, and he is not sure this recommendation accomplishes that concern. Clark Johnson stated that this was discussed and felt that enforcement will help. Rick Anderson pointed out that the committee's recommendation will keep employees off of Main Street and it is not likely that employees will want to move their cars every three hours, and it would make more sense to make one long trip to Sandridge. In response to a question from Chuck Klingenstein, Mr. Anderson felt that four hours is the ideal number but staff didn't feel it was feasible to enforce. This is one of the issues that needs to be examined by the committee after the winter season. Ms. Beck added that this was discussed extensively by the committee. In response to a question from Roger Harlan about Factory Outlet store patrons shopping Main Street, Ms. Beck stated that she doesn't have any information on that but Main Street is very unique. Mr. Sincock asked about incentives for employees to park in the Sandridge lot, since there will be free parking in Swede Alley. Mary Black, committee member and Main Street merchant, believed that before the improvements to Sandridge, she was uncomfortable using it. There may be as many as 50% Main Street employees who are unaware of the lot. She believes that people need to be informed where the lot is and that it is paved and lit. Clark Johnson added that there is a suggestion for an information packet for new hires.

The Mayor asked if there is Council consensus. Paul Sincock emphasized that he has reservations about it and would like an employee information program in place to promote the use of the Sandridge lots. He feared that those lots will remain empty while Swede Alley will be filled with employees who want to be close to their businesses. Additionally, the City spent $10,000 per meter which will be bagged for eight months of the year. Chuck Klingenstein agreed with committee members that the parking system will be adjusted as the community matures and grows. Shauna Kerr thanked the committee for its commitment and the willingness to continue to serve and review parking every six months. She stated that she will support the committee recommendations. Hugh Daniels agreed. The Mayor expressed that the City has come a long way since the beginning of paid parking and thanked Ms. Bleecker.

Arts Council grant award recommendations for FY 1999-2000. See staff report. Tom Bakaly explained that the Arts Council is the granting umbrella for art projects. The grant subcommittee reviewed this and forwarded some questions regarding its recommendations which are included in the packet. Mark Harrington explained a court case, Salt Lake County v. Doug Short. A small portion of the conflict was over grants, but the real battle was Mr. Short's representation of the County Commissioners as an entity versus the citizens at large. An ancillary matter dealt with the validity of "free" grants to non-profit organizations by a governmental agency. The court decided that grants are only valid if there is consideration received by the government; public funds cannot be expended without consideration. The City's grant program has always been operated under this premise with contract agreements. There may be additional language added to these agreements. Mr. Harrington added that art groups have an additional advantage in that municipalities have specific legislative authority to give financial support to art groups and may be arguably in a separate category and exempt from the ruling. He added that the City is more than comfortable moving forward.

Hugh Daniels reported that he and Roger Harlan met with Tom Bakaly as the grants subcommittee and had some questions that were answered. He has an additional question, but other than that would support the recommendations presented. His concern deals with the Utah Music Festival. This organization performs in restaurants, which are free to patrons but any funds from the City should be used for public concerts. Joanna Charnes of the Park City Arts Council, expressed that the committee shared similar concerns. This year the Utah Music Festival will be performing free concerts on Friday nights at St. Lukes Episcopal Church; they are excellent and the committee wanted to make a contribution. The Council thanked the Arts Council for its work. Deb Corrigan from the Arts Council encouraged support of the Utah Music Festival. Paul Sincock acknowledged a good job well done.

Prepared by Janet M. Scott

Attachment

7/20/99

Park City Parking Model

SUMMARY		1998 Actual	1999 Projected	1999 Model	Free Main Street	Free Swede Alley	Free China Bridge	Geographic Zones	4 On/8 Off
Revenue		*$138,577*	*$144,628*	*$144,000*	*$124,000*	*$124,000*	*$124,000*	*$124,000*	*$124,000*
	Park. Tickets			$80,000	$80,000	$80,000	$80,000	$80,000	$80,000
	Park. Permits			$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
	In-Car Meters			$40,000	$20,000	$20,000	$20,000	$20,000	$20,000
	Quick Cards			$5,500	$5,500	$5,500	$5,500	$5,500	$5,500
	Tokens			$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
Meter Revenue		*$121,426*	*$279,381*	*$280,224*	*$338,745*	*$369,515*	*$433,110*	*$423,699*	*$432,974*
	Main Street		$148,600	$148,622	$0	$205,448	$216,376	$236,046	$212,005
	Swede Alley		$58,723	$57,671	$142,482	$0	$130,609	$74,634	$84,811
	Gateway		$14,258	$13,944	$37,463	$33,716	$34,965	$18,939	$22,061
	Flagpole Lot		$10,279	$10,350	$26,910	$0	$26,023	$13,899	$15,673
	Brew Pub Lot		$5,314	$9,491	$25,907	$24,368	$25,137	$27,189	$26,163
	China Bridge		$40,238	$40,145	$105,984	$105,984	$0	$52,992	$72,262
Total Revenue			***$424,009***	***$424,224***	***$462,745***	***$493,515***	***$557,110***	***$547,699***	***$556,974***
Op. Expenses		*$357,981*	*$426,820*	*$431,000*	*$515,000*	*$515,000*	*$515,000*	*$515,000*	*$515,000*
	Personnel			$170,000	$225,000	$225,000	$225,000	$225,000	$225,000
	Serv./Sup.			$53,000	$82,000	$82,000	$82,000	$82,000	$82,000
	Street Signs			$28,000	$28,000	$28,000	$28,000	$28,000	$28,000
	Ampco			$180,000	$180,000	$180,000	$180,000	$180,000	$180,000
Cap. Expenses		*$32,364*	*$32,364*	*$32,364*	*$32,364*	*$32,364*	*$32,364*	*$32,364*	*$32,364*
	Meter Amort			*$32,364*	*$32,364*	*$32,364*	*$32,364*	*$32,364*	*$32,364*
Net w/o Cap. Exp.		**-$97,978**	**-$2,811**	**-$6,776**	**-$52,255**	**-$21,485**	**$42,110**	**$32,699**	**$41,974**
Gross		***-$130,342***	***-$35,175***	***-$39,140***	***-$84,619***	***-$53,849***	***$9,746***	***$335***	***$9,610***

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Parking Open House Comments

Scenario Rankings

4 month	19 Points
Free China	10Points
Free Swede	9 Points
Free Main	4 Points
Geo Zones	3 Points

Sunday Enforcement

Yes	9 Votes
No	8 Votes

Holiday Enforcement

Yes	9 Votes
No	8 Votes

Are 30 Minute Zones Effective?

Yes	12 Votes
No	4 votes
no opinion	1 vote

Other Comments:

Change technology
Change direction of 5th Street
Pay Parking Only from 2-6
Build a Garage
Get UTA to run regional transit support to SLC
Stop the program at 6 p.m.
Run from noon - midnight
Create Ped Mall
Increase Rate on Main to $2:00 per hour and it would break even
Use traditional meters
Use traditional meters
Add tow away zone signs to the 30 minute meters
Get merchants 5 minute delivery passes
Add 30 minute delivery spaces on lower Main
Treat the Brew Pub as part of Swede Alley and don't raise the price to $1

Premium
Permit
$500

Type	Date Purchased	Cost
Annual Pass	*November 1- January 31*	$ 500.00

Assumptions:
1) Valid from December 15 for one year in Swede Alley only
2) Daily equivalent =$1.98 per working day to park all year
3) Pass is only sold November 1- January 31
4) Not pro-rated, good for a full year
5) There are no limits regarding how many per business
6) Sold only to holders of valid Main Street business licenses
7) Passes are Hang Tags which are transferrable
8) Applies to all scenarios
9) Pro-rating and other conditions to be adjusted by staff/committee as needed

China Bridge Garage Discounted Employee Permit Schedule

Type	Date Purchased	Cost
Annual Pass	*November - April*	$ 150.00
Winter Pass	*November - April*	$ 125.00
Pass Rate after Feb 15	*Feb 16-April 15*	$ 75.00
Off-Season Pass	*April-December*	$ 75.00
Pass Rate after July 15	*July 16-December 14*	$ 50.00

Assumptions

1) There are three types of Permits available
2) Passes are good only in China Bridge Garage.
3) Average Annual Rate per day= 59 cents per day
4) Average Winter Rate per day = 1.48
5) Average Off-Season Rate = 44 cents per day
7) Permit does not guarantee a space
8) Off-Season Permit is required in order to park beyond posted time limits

MEMORANDUM

September 7, 1999

To: **Honorable Mayor/Members of City Council**

From: **Jan Scott**

Subject: **TZO Ordinance**

As of Tuesday, the TZO Ordinance and staff report are not available to be included in the packet. This will be delivered to you on Wednesday.

PARK CITY 1884

CITY COUNCIL REPORT

DATE: September 9, 1999
DEPARTMENT: Community Development
AUTHOR: Richard E. Lewis, Director of Community Development
TITLE: Consideration for Extension of Temporary Closure of Heber Avenue
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: The City Council should conduct a public hearing to consider extending the closure of Heber Avenue and consider the various alternatives listed for action.

DESCRIPTION:

A. Topic

The temporary closure of Heber Avenue expires September 10, 1999. There has been a request to extend this date until September 20, 1999 in order to allow use of the closed street for events in conjunction with Motorcycle Week.

B. Background:

Earlier this spring the City Council determined that a temporary closure of Heber Avenue would provide additional space for events and pedestrian activity. The temporary closure of the street and the enhancements have been well received by the public and adjacent shop owners; however, this closure has created some adverse neighborhood impacts due to increased traffic on Park Avenue.

C. Analysis:

Extending the temporary closure of Heber Avenue for ten (10) more days is likely to continue to have some impact on the residents of Park Avenue; however, it is not anticipated that the impact would increase in any way.

ALTERNATIVES:

Following the public hearing, the City Council may wish to consider the following alternatives:

1. Extend the temporary closure of Heber Avenue until September 20.
2. Open Heber Avenue on or before September 10.

RECOMMENDATION:

Staff recommends that the City Council conduct the public hearing and after public input, make a determination on one of the two alternatives suggested.