PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 21, 1997

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, August 21, 1997.

AGENDA

Work Session - To be held in Work Session Room - Main Level

4:30 p.m. Council questions and comments
5:00 p.m. Review of regular meeting

Regular Meeting - To be held in Work Session Room - Main Level

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 31, 1997

V PUBLIC HEARINGS

1. Ordinance approving the plat amendment at 528 Woodside Avenue, combining Lot 39 and the north half of Lot 40 of the Park City Survey, located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Utah

2. Ordinance approving the 949 Park Avenue replat, a plat amendment to the Park City Survey Lots 13 and the north half of Lot 12, Block 3, Snyders Addition, located at 949 Park Avenue, Park City, Utah

3. Ordinance approving the 363 Park Avenue replat, a plat amendment to the Park City Survey Lots 16, 15 and a portion of Lot 14, Block 3, located at 363 Park Avenue, Park City, Utah

4. Amendments to Title 12, Sign Code, of the Park City Municipal Code to clarify existing standards and format and introduce new standards with regard to size, type and lighting **(motion to continue to a date uncertain)**

5. Application for federal funding under Section 5311, Programs of the Federal Transportation Administration

6. Amendments to Chapter 9 and Chapter 13 of the Land Management Code to strengthen and clarify existing lighting standards

7. Resolution amending the FY 1997-98 Operating Budget and adopting a certified tax rate for FY 1997-98

VI CONSENT AGENDA

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2. Ordinance approving the 949 Park Avenue replat, a plat amendment to the Park City Survey Lots 13 and the north half of Lot 12, Block 3, Snyders Addition, located at 949 Park Avenue, Park City, Utah

3. Ordinance approving the 363 Park Avenue replat, a plat amendment to the Park City Survey Lots 16, 15 and a portion of Lot 14, Block 3, located at 363 Park Avenue, Park City, Utah

4. Lease with Historical Society for space at 528 Main Street

5. Lease with Massage Express for space at Racquet Club

6. Authorization to staff to apply for $112,000 in FTA Section 5311

VII NEW BUSINESS

Resolution amending the FY 1997-98 Operating Budget and adopting a certified tax rate for FY 1997-98

VIII OLD BUSINESS

Consideration of height variation for Park City Mountain Resort Large Scale Master Plan

IX ADJOURNMENT

Posted: 8/18/97

PARK CITY
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PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 21, 1997

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

Jodi Hoffman; City Attorney; Eric DeHaan, City Engineer; Jerry Gibbs, Public Works Director; Tom Bakaly, Finance Manager; Meg Ryan, Planner; Kathy Kelly, Program Coordinator; Nora Seltenrich, Special Projects Manager

Doug Clyde, Powdr Mountain (aka Park City Mountain Resort)

Absent: Toby Ross, City Manager

1. **Council questions and comments.** Hugh Daniels reported a commercial illegal sign on 14th Street. He questioned the landscaping and patio poured in the right-of-way by 266 Woodside Avenue; Mr. DeHaan stated that he will check into this. He appreciated the information on the open space conference in Jackson in September which Chuck Klingenstein distributed. There was discussion about parade entries. Ms. Kerr referred to the City's publicity campaign on the radio about conserving water and asked if there has been overuse. Mr. Gibbs responded that there hasn't been a change in usage which averages seven to seven and a half million gallons a day which is still on the high side for a town of Park City's size. She suggested that perhaps the focus should be that even though the summer has been somewhat rainy that people still need to conserve because the usage hasn't changed. Ms. Kerr added that Congressman Chris Cannon will be in town and asked if there are any issues; transportation, Olympics, and private property legislation were identified. She continued that there have been news reports and discussions by the state legislature and Salt Lake Council about Tom Welch's $2 million compensation package. Next Tuesday, the Olympic board will be meeting and a decision will be final, and she felt that the City Council should take a position on this issue. Chuck Klingenstein felt it important that a private Olympics does not become an undue burden on communities and there should be some revenue sharing. Ms. Kerr suggested sending a letter to the Salt Lake Olympic Committee about the compensation package because ultimately it is money from the pot that will diminish money to support the Olympic effort at venues. Gordon Strachan, SLOC members, explained that it was important that Mr. Welch resign quickly and the question was his severance. He didn't agree with the Salt Lake Council's position as he believed that some members' motives are politically motivated by internal issues. He has not read Mel Brown's comments and in terms of what is fair for Tom Welch, it is hard to say. Mr. Strachan stated that the recommendation from the Executive Committee to the Board is unknown and felt it unfortunate that resolution has taken so long. Mr. Strachan felt it is appropriate for Park City to comment as we are all in this together and agreed to present a letter from Park City to the Board. Mr. Sincock was reluctant to take a position without all of the facts and felt it more appropriate to express general concerns. Ms. Kerr asked if there isn't Olympic money to handle impacts in Park

City, then how can there be money to handle this; our residents will want this expressed. There was discussion about the residents of Park City contributing to the Olympic effort as taxpayers of the state of Utah. Mr. Harlan expressed his surprise at the lack of knowledge on the part of the Salt Lake Council regarding the operations of an Olympics and that the Park City Council didn't necessarily need to support its actions. He believed SLOC's greatest responsibility is to find a competent person for the job, and he is hesitant to take a strong position on the severance package issue. The Mayor believed the letter should express Council's concerns, encourage the Board to make the right decision, and get this matter behind us. Mr. Harlan discussed the lack of financial support for police services in Georgia where ACOG was ultimately forced to cooperate in funding. The Mayor informed Ms. Kerr that Jan Wilking will be running unopposed as the City's representative on the Sewer Board. It was determined that Jodi Hoffman will write the letter to SLOC and he and Shauna Kerr will review it.

In response to a question from Chuck Klingenstein regarding Council's efforts to car pool, Jodi Hoffman advised that not more than two should car pool at a time in consideration of the open meetings law. Mr. Klingenstein felt it important that Council and staff look into alternate forms of transportation in the spirit of its parking and circulation plan. There was discussion about the closure of Ontario Avenue, and Eric DeHaan advised that paving is scheduled on Monday. Chuck Klingenstein continued that the Historical Society would like to pursue a celebration of the great fire of 1898. He received a thank-you from the Rocky Mountain Land Institute for Council's contribution. In response to a question from Mr. Klingenstein about the status of the transportation study, Jerry Gibbs reported that there will be a preliminary report which Council will review before anything is finalized, but at this point, the information is not ready. Councilman Klingenstein added that a transportation plan would be useful. The Kimball Junction Journal criticized Park City for approving paid parking without a transportation solution in the Basin. He will be visiting the County Commission where he will recommend its participation in the final stages of the plan and wished that the study was available. Mr. Gibbs assured Mr. Klingenstein that he would be happy to discuss the report with him.

Paul Sincock reported that he and Mr. Klingenstein were on the radio Tuesday evening and received a few calls from Old Town residents who indicated that their property tax bills increased substantially. He stated that the County has a number of tax abatement/credit opportunities for senior citizens which are mandated by state law. There is also an indigent property tax credit program. Applicants must be 65 years of age or older, full-time residents with a maximum income of $19,950. Credits may range from $50 to $525 a year. There is also a disabled veterans tax credit available if a person is 25% or more disabled, a veterans exemption for unremarried widows, and an exemption for the legally blind. He added that information can be obtained at the County Auditor's Office and the County will be mailing the Senior Citizens Center information. Ms. Kerr suggested a presentation at the Center. Mr. Sincock continued that he has received concerns from golfers about the temporary facility relating to the Island Outpost construction and there was discussion about this being addressed in the development agreement approved by Council. The

Mayor advised that Dave Johnson, staff of SLOC, is scheduled for a work session presentation on September 18. The City Engineer discussed the U S West fiber optic trench. Roger Harlan understood that with the revision of the certified tax rate that the City will have $73,489 available and suggested commissioning sculptures within the City and/or earmarking monies for presentations on the Olympics for children. The Finance Manager explained that the budget was adopted based on projections, but final numbers were not yet available from the County. He explained that the action tonight adopts an increased General Fund by approximately $70,000 on the revenue side but on the expense side, the ending balance has been increased to compensate for this. He suggested appropriating the money for a specific purpose or program when the budget is adjusted at mid-year. The Mayor supported discussing public art programs in the future and advised that the Arts Council will be reviewing the Sante Fe public arts master plan with staff.

2. Review of regular meeting.

Plat amendments. Hugh Daniels pointed out discrepancies in the staff report for 528 Woodside Avenue; there are references and exhibits for 283 Norfolk and 105 Norfolk. Meg Ryan noted the corrections that should be made.

Section 5311, Programs for Federal Transportation Administration/$112,000 application. Hugh Daniels asked if the vehicle purchases are currently in the budget this year. Tom Bakaly explained that because they are replacement vehicles there is a depreciation fund to cover expenses and funds will be moved from the fund when the budget is adjusted.

Lighting standards amendments. Roger Harlan suggested that language requiring seasonal lighting to be set on timers be eliminated or specify times as there is no relevance to the reader as written. Planner Meg Ryan noted that this was drafted to offer suggestions to new subdivisions and other residential projects, but would be happy to clarify this. The Mayor suggested a "Santa Clause" on Christmas Eve when the lights can be left on all night. Ms. Ryan referred to a letter from Mr. Barry regarding enforcement of residential lighting on a complaint basis. She emphasized that this doesn't make it less time-consuming for residential enforcement. There was discussion about how staff handles light complaints now and Ms. Ryan suggested that residential lighting could be part of a phase two amendment. She reiterated the suggestions Mr. Sincock has made regarding staff providing information to new subdivisions, etc. Hugh Daniels believed the City needs to start somewhere, but that standards need to go beyond suggestions. Chuck Klingenstein stated that he would like the City to start strongly with the development coming on line and initiating a public education program about losing the night sky. In response to a question from Paul Sincock, Ms. Ryan indicted that high pressure sodium light sources are recommended for exterior residential applications and this is the standard other cities have adopted. Incandescent is the worst light source to use not only from an energy efficient standpoint, but from a glare standpoint, but it is typically used. Paul Sincock advised that there are a number of energy efficient options, high pressure sodium creates an enormous amount of light and low voltage would seem more appropriate. Ms. Ryan discussed landscape lighting and that she will clarify that language, and pointed out that this is the first draft. She discussed the involvement of experts in the review of the ordinance which has been helpful.

Lease with Historical Society. Hugh Daniels referred to the $16,800 contribution for leased space and asked if it has changed from last year. Mark Harrington intended it to be stricken and will do that or indicate an updated amount.

Lease with Massage Express. Mr. Daniels pointed out the confusion with the base monthly rental provision. Kathy Kelly explained that the prior massage company requested an option to pay $200 per month or 20% of gross sales. There is a minimum amount Massage Express pays a year, and that is in the agreement; $3,600 a year or 20%. Hugh Daniels and Paul Sincock felt it was not clearly written; the base rent should be indicated at $300 per month with a 20% gross option as a lease payment is made every month. The minimum can not be less than $3,600 per year. Hugh Daniels stated that his preference is a minimum of $300 per month for the space and pointed out that it is not the Massage Express' only place of business. The Council clarified that the monthly rent should be $300 a month or 20%, whichever is greater. Mr. Daniels emphasized that there are no exhibits with the lease, which need to be included; it is helpful for Council to have that information available.

Consideration of height variation for Park City Mountain Resort Large Scale Master Plan. Chuck Klingenstein disclosed that he was contacted by Dick Weber of Three Kings, who is planning on commenting at the regular meeting. He disclosed that he was a former employee of the Park City Ski Area, and hasn't worked there for eight or nine years. He emphasized that he has no financial stake or personal interest in this project. The revised video was shown, depicting specific perspectives requested by certain members of the Council at the public hearing held on August 14.

In response to a question from Shauna Kerr regarding the indication of a loading dock on a building in the exhibits prepared by Powdr Corporation, Doug Clyde explained that the drawings have not been redone, but the orientation of the loading dock is a condition of the Planning Commission. Ms. Kerr explained her concern that if Council is approving a package with drawings, that no assumptions be made that in fact a loading dock can be built there. Mr. Clyde added that it would be simple to revise the plans. Chuck Klingenstein agreed with Ms. Kerr that he would like the plan to be well understood. The Mayor explained that the video will be replayed at 6 p.m. when there will be an opportunity for the public to comment.

Ms. Hoffman stated that she has distributed a draft set of findings, conditions, and conclusions. The only conditions included refer to all of the revisions which have occurred from the Planning Commission approval until now. She urged Council to review the draft for any changes. Paul Sincock stated that he wants to make sure that the design constraints are "tight" and that there will be compliance in the future. Nora Seltenrich explained that the majority of the Planning Commission's discussion revolved around this and that is why the exhibits are so detailed. This was to make sure that the Planning Commission's vision is clearly communicated. She added that this is certainly the most detailed visual representation of a project she has ever seen. Jodi Hoffman stated that she is confident that the volumetrics and articulation of structures will be guaranteed throughout the master plan. She clarified that they probably won't be the exact buildings depicted but there is a benefit to some flexibility for the Council's as well. Ms. Hoffman explained that each building will come back for a conditional use permit and believed that between now and 2002, the structures will be close to this because of time constraints.

Ms. Kerr stated that in discussions with Doug Clyde about the Resort's goals, it is clear that the City's goals are not dissimilar as this project includes bed base, not residential. The project can't be sold off, PCMR wants to control the master plan development, and the MPD can not be transferred to some one else, unless the ski area is sold with the MPD. She believes there are some objectives and goals that could be enumerated upon in the recitals of the findings. She added that there could be language that the buildings resemble the exhibits as closely as possible, specifically that the definition of the buildings need to be maintained if the building is smaller. Ms. Kerr asked at what point the City can get involved in the details of a closing. Ms. Seltenrich responded that in the Commission's MPD approval, there are a number of findings including goals in use, etc. She emphasized that Council's approval doesn't eliminate the Commission's MPD approval, and basically ratifies the findings and conclusions. One of the conditions is that the City and the applicant enter into a development agreement, which is recorded and would be part of the closing. Jodi Hoffman explained that she has spoken with Powdr Corporation recently about whether or not the City could become a third-party beneficiary to the deed restrictions that Powdr Corporation will insist upon on each sale. Doug Clyde interjected that he isn't sure what they are and why they would do them. He could conceive of a deed restriction that would be specific to the financial relationship between the developer and Powdr Corporation; it's something that wouldn't warrant City control. Jodi Hoffman explained that the only restriction that is appropriate is the design of the building, nothing relating to financing. This would place the City in a contract level with the purchaser which she felt would be beneficial and has not been done before. Ms. Kerr stated this is a process which hasn't been done before, i.e., volumetrics and she doesn't want anyone to redesign the buildings and bicker down the road. If there is a meeting of the minds now, it will be easier for everyone to perform and live by the agreement. Chuck Klingenstein added that there will be different architects with different styles. Roger Harlan understood that the renderings are generally what will be built. Chuck Klingenstein explained there are two levels of review; Powdr Corporation has a review committee and then there is a small scale MPD review by the Planning Commission. Paul Sincock explained that the constructed buildings will have the look and feel of the renderings but the use may change small architectural details. Chuck Klingenstein added that there is flexibility within the volumetrics of a building, but there can't be massive changes. Doug Clyde continued that the offsets and articulations are all stated at the minimum in the volumetrics.

Nora Seltenrich emphasized the number of detailed conditions that are a part of the Planning Commission's MPD approval, but this is still a conceptual master plan. There are many details that Powdr and the City have to work out, including protection of open space, and a proposed agreement with the County. Ms. Kerr asked when affordable housing will be addressed and if Powdr is asking for a special exception, it may be appropriate to discuss it with the height variation. Ms. Seltenrich explained that the Planning Commission was very concerned about affordable housing but didn't feel it was within its purview. She emphasized that the MPD approval was not called up by Council or appealed and whether or not this relates to the height exception is at the discretion of Council with the advice of the City Attorney. Ms. Kerr commented that the reason the Resort is building bed base is to increase skier counts which generate more employees and there is a connection. Doug Clyde responded that there are rights existing within the City, and if they were not requesting a height variation, there would be no requirement for employee housing. The only guide available was the now expired annexation policy on affordable housing, and Powdr Corporation used that as a benchmark. He stressed that $3 million for affordable housing is substantial and everyone else "skates" on this issue. There was discussion about the Snow Country project. Chuck Klingenstein stated that he would like to see more employee housing, but Powdr offered what it felt comfortable with and the Planning Commission worked hard on this. Council is looking at a height exception and it is up to Powdr to volunteer housing. Ms. Kerr felt the Council is avoiding the issue. Hugh Daniels concurred that it is a big issue, but reiterated that they weren't required to build any units. Mr. Daniels added that they have committed to building some and would be foolish not to do more to retain employees, and at some point, the employers of this community will have to provide housing. Chuck Klingenstein reiterated that before any small scale MPD is approved, the applicant has to satisfy many conditions before the project moves forward and the incentive is get employee housing built as soon as possible.

Ms. Kerr referred to the monument sign on the golf course, which should be omitted from the drawings. Nora Seltenrich explained that there is a Planning Commission approval that once this review process is completed, that details be cleaned up and there is other language that can be changed in the design guidelines. Ms. Kerr insisted that everyone have the same set of drawings. Ms. Seltenrich asked if she wants the authority to review the final document. Ms. Kerr believed the Council needs to see the final document so that everything is incorporated. The Mayor explained that if there is an approval tonight, it will be contingent upon the final review. There should be a thorough list of what needs to be changed or modified in the drawings. Ms. Seltenrich believed she could arrive at a check list, which could be reviewed by the Council. Doug Clyde interjected that he wasn't sure if that is productive because what has been approved are volumetrics, square footages, unit equivalents, and height. The other things are just architectural design features or guidelines which are under the full discretion of the Planning Commission when for conditional use approvals are considered. He emphasized there is noting "vested" about that sign. Ms. Kerr believed that the monument sign on the golf course will become problematic and Doug Clyde argued that it would require a CUP. Ms. Seltenrich suggested adding language that the signage is not approved; the renderings are not final architecture and are conceptual. Ms. Seltenrich agreed with Mr. Clyde in the difficulty in catching all of the little things, but the glaring ones make sense to mention. Ms. Kerr stressed that the sign on City property and the loading dock are significant. Jodi Hoffman suggested approving in substantially the same form and delegating the details to staff, which is typically done. However, it may be that this project is too detailed or important to do that. Paul Sincock stated that he is not as concerned about the conformance of every drawing with every condition, because these are conceptual and preliminary. There was more discussion on this issue and the Mayor explained to the public that this issue will be revisited at the regular meeting.

See regular meeting minutes.

Prepared by Janet M. Scott

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PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 21, 1997

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6:10 p.m. at the Marsac Municipal Building on Thursday, August 21, 1997. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Jodi Hoffman, City Attorney; Meg Ryan, Planner; Alison Kuhlow, Planner; Hope Bleecker, Transportation Director; and Nora Seltenrich, Special Projects Manager. City Manager Toby Ross was excused.

II PUBLIC INPUT

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

Kate Dordan, Park Meadows resident, stated that she received information from Transportation Director Hope Bleecker about the paid parking plan and congratulated Council on its decision. With no further comments, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Eric DeHaan, City Engineer, reported that Staker Paving is working on Kearns Blvd. and Deer Valley Drive to be followed by the asphalt overlay which will cover the sewer trench and restriping. The school cross-walk on Kearns Blvd. will be also be done. Ontario Avenue will be paved on Monday. Summit Watch has completed the paving of Main Street and Deer Valley Drive and the street will be open September 19. The new signal at Bonanza and Deer Valley Drive will be in operation next week. There was discussion about the retaining wall at the Town Lift Project..

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 31, 1997

Hearing no omissions or corrections, the Mayor requested a motion to approve. Paul Sincock, "I so move". Shauna Kerr seconded. Motion carried unanimously.

V PUBLIC HEARINGS

1. Ordinance approving the plat amendment at 528 Woodside Avenue, combining Lot 39 and the north half of Lot 40 of the Park City Survey, located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Utah - See staff report. Planner Meg Ryan stated that corrections to the Ordinance and the exhibit will be made as discussed in work session. With no comments or questions from the public or the Council, the public hearing was closed.

2. Ordinance approving the 949 Park Avenue replat, a plat amendment to the Park City Survey Lots 13 and the north half of Lot 12, Block 3, Snyders Addition, located at 949 Park Avenue, Park City, Utah - See staff report. Alison Kuhlow explained that this application will combine one and a half lots into one lot. The Planning Commission has forwarded a positive recommendation. There was no input at the public hearing held before the Commission. Hearing no questions or comments from the Council or the public, the public hearing was closed.

3. Ordinance approving the 363 Park Avenue replat, a plat amendment to the Park City Survey Lots 16, 15 and a portion of Lot 14, Block 3, located at 363 Park Avenue, Park City, Utah - See staff report. Planner Alison Kuhlow explained that the Planning Commission is forwarding a positive recommendation. Hearing no comments or questions from the Council or the public, the public hearing was closed.

4. Amendments to Title 12, Sign Code, of the Park City Municipal Code to clarify existing standards and format and introduce new standards with regard to size, type and lighting **(motion to continue to a date uncertain)** - Hugh Daniels, "I move to continue the public hearing on amendments to Title 12, Sign Code, to a date uncertain". Chuck Klingenstein seconded. Motion unanimously carried.

5. Application for federal funding under Section 5311, Programs of the Federal Transportation Administration - See staff report. Transportation Director Hope Bleecker explained that this application requests $112,000 toward the purchase of two paratransit replacement vehicles and one supervisor vehicle to replace existing equipment. In response to a question from Roger Harlan, Ms. Bleecker explained that the existing supervisor vehicle will be auctioned. With no comments or questions from the public or the Council, the public hearing was closed.

6. Amendments to Chapter 9 and Chapter 13 of the Land Management Code to strengthen and clarify existing lighting standards - Planner Meg Ryan stated that there have been two public hearings before the Planning Commission, and the City Council has held work sessions on this matter. The purpose of the amendments is to clarify standards and to provide for energy efficient control on residential multi-family structures as well as commercial. Residential lighting is not being considered at this time. She referred to a letter from Mr. Barry requesting that residential lighting standards be incorporated in the ordinance. Shauna Kerr disclosed that she also had a call from Mr. Barry whose concern is that there is light pollution in many residential neighborhoods from exterior

flood lights or lighting architectural details and trees. Mr. Barry is particularly worried about the hillsides and the Aerie. He suggested that this be handled on a complaint basis like enforcement of the noise ordinance and is concerned that this doesn't continue in new subdivisions. Hugh Daniels stated that he has a similar feeling with residential and believes that the City needs to move forward setting standards so the problems aren't continued. He recognized that there are architectural and safety components with lighting, but believed lighting should be controlled. Mr. Daniels understood that the Planning Commission elected not to tackle residential, but reiterated that now is the time to start to take a stronger stand. There was discussion about sending this back to the Planning Commission, and the Mayor expressed his concern about the constraints of staff's and Planning Commission's time. Ms. Ryan added that the Planning Commission recommended residential standards earlier and this may not have to be remanded to the Commission. Action is not scheduled this evening and the public hearing can be continued. Hugh Daniels appreciated the additional language on historic fixtures, however, by requiring refractors, changes their historic character. Meg Ryan inventoried the District and didn't believe this would affect existing historic fixtures. Hugh Daniels noted that before this is finalized he will meet with staff.

Kevin Damin, property owner in the Aerie, stated that he has talked with Mr. Barry. Not only is residential lighting an issue of concern with residents in this area, but also the lighting of sports courts. Their CC&Rs did not contemplate this and wondered if the City has anticipated sports courts. Mr. Damin stated that the home owners association would like to see residential lighting standards, not just commercial, and understood it will require additional staff time. He discussed a problem situation of outdoor lighting in the neighborhood where the owner argues that the CC&Rs require some kind of outdoor lighting because there are no street lights. The home owners would greatly appreciate it if the City would consider exterior lighting on homes and sports courts. Mr. Damin informed Council that they are amending their CC&Rs but it is a long process; the home owners group has recently been revived.

Kate Dordan pointed out that in some areas, the street lighting is inadequate, which should be considered if residential lighting is monitored.

Hugh Daniels, "<u>I move to continue the public hearing to September 18 on the amendments to Chapter 9 and Chapter 13</u>". Chuck Klingenstein seconded. <u>Motion carried unanimously</u>.

7. <u>Resolution amending the FY 1997-98 Operating Budget and adopting a certified tax rate for FY 1997-98</u> - See staff report. Finance Manager Tom Bakaly explained when Council adopted the budget on June 19, it tentatively adopted a certified tax rate as all of the information needed to calculate the tax rate was not available from the County; it has subsequently been received. This causes an increase in the budget, however, it is a "no tax increase" budget. With no comments from the public or the Council, the public hearing was closed.

VI CONSENT AGENDA

Shauna Kerr, "I move approval of the Consent Agenda Items 1 through 6. In the Massage Express lease, there would be clarifying language to be the minimum of the monthly rent or 20% and on Item 1, there needs to be corrections to the Ordinance and Exhibit A, and with those corrections, I move approval of the Consent Agenda". Paul Sincock seconded. Motion carried unanimously

1. Ordinance approving the plat amendment at 528 Woodside Avenue, combining Lot 39 and the north half of Lot 40 of the Park City Survey, located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Utah - See staff report work session notes, and public hearing.

2. Ordinance approving the 949 Park Avenue replat, a plat amendment to the Park City Survey Lots 13 and the north half of Lot 12, Block 3, Snyders Addition, located at 949 Park Avenue, Park City, Utah - See staff report and public hearing.

3. Ordinance approving the 363 Park Avenue replat, a plat amendment to the Park City Survey Lots 16, 15 and a portion of Lot 14, Block 3, located at 363 Park Avenue, Park City, Utah - See staff report and public hearing.

4. Lease with Historical Society for space at 528 Main Street - See staff report.

5. Lease with Massage Express for space at Racquet Club - See staff report and work session notes.

6. Authorization to staff to apply for $112,000 in FTA Section 5311 - See staff report and public hearing.

VII NEW BUSINESS

Resolution amending the FY 1997-98 Operating Budget and adopting a certified tax rate for FY 1997-98 - The Mayor requested a motion for approval. Hugh Daniels, "I so move". Chuck Klingenstein seconded. Roger Harlan commented that projects such as funding public art and Olympic presentations for children be considered when the budget is adjusted. Mr. Daniels thanked the Finance Director in bringing the final figures back to Council. Motion unanimously carried.

VIII OLD BUSINESS

Consideration of height variation for Park City Mountain Resort Large Scale Master Plan - The Mayor suggested that the video be shown again and stated that there will be an opportunity to comment for those who were unable to speak at last week's meeting. He reminded the public that this is not a public hearing, but public input is invited. Nora Seltenrich commented that last week, the Council requested additional visual information and the revised video shows portions of the project from eye level and additional photo montages were provided. She indicated that the Council reviewed the video during work session. The video was then shown to the public in attendance.

The Mayor asked that Ms. Seltenrich comment on the loading dock and the signage discussed in work session. Ms. Seltenrich explained that Park City Mountain Resort prepared extensive drawings, some of which are only representative in nature. There are volumetrics, sections, and elevations, which are much more detailed, but the renderings are conceptual. She emphasized that the Planning Commission approved a conceptual large scale master plan approval but all of the details must be reviewed, including agreements dealing with maintaining open space, traffic, parking, and construction mitigation plans. These must be finalized before any construction occurs on the site. The nature of the Planning Commission approval is broad but enables the applicant to proceed with details. Ms. Seltenrich explained that Council's charge is to review the height variation, which is a process is outlined in the Land Management Code. She pointed out a condition which prohibits loading docks facing existing residential areas but the renderings still illustrate that location. There is signage shown which is not approved and should be removed from the renderings. She continued that if the City Council takes an action, the staff will check the documents so that they reflect the conditions of approval, as approved by the Planning Commission and City Council. The Mayor invited the public to comment.

Sue Gariak, 2804 Four Lakes Drive, stated that the development of the Resort mightily impacts Three Kings Condominiums. There are concerns about the height and loss of views, but her main concern is the traffic. She felt that over 1,000 cars will come out on Three Kings Drive. She questioned the success of the Resort in forcing traffic right when this route would be more convenient. This is a residential area with children on the streets and in the winter, there are snow banks, buses, and pedestrians. Three Kings Drive is private and no one anticipated that a parking lot would dump out on this street. She encouraged the Council to consider the safety of the citizens, and asked if there are other ways to exit the garage. Doug Clyde explained that there are three exists; 600 cars per hour are estimated. Ms. Kerr stated that she shares the same concerns, but felt that those who will cut through Three Kings Drive will probably be locals as most tourists will follow the signage. There will be signage in the garage that indicate that the exit is the right turn. Ms. Kerr added that she spoke with Doug Clyde about having an employee of the Resort directing traffic and encouraged any kind of barricades to deter left turns. Chuck Klingenstein added that the exits are also being designed for right-turns only; there will be a parking mitigation plan, and if this becomes a major problem, there will be people directing traffic. Ms. Gariak wanted to go on record regarding the dangerous traffic situation.

Richard Weber, Three Kings Condominium owner and board representative for the Association, stated that the Association is totally against this project. The mass and density will have a tremendous negative effect on aesthetics and public safety. He continued that the existing Code allows a 25% increase in heights in the RC zone, but the request from the applicant is unreasonable and not proper. Regulation represents a public purpose and the General Plan includes a goal to preserve the mountain resort and historic character of Park City. Future development should compliment the existing historic and resort qualities of our mountain community. New development, both commercial and residential, should be modest in scale and utilize historic and natural building materials. New structures should blend in with the landscape. All structures near the Park City Resort should also be restricted to a specific contour elevation. Resort area building heights should be examined in the context of surrounding properties. The use of the ski area from primary streets. Mr. Weber then read from the LMC. The master plan development's relationship to its surrounding shall be considered in order to avoid adverse impacts caused by traffic circulation, building height, and bulk, lack of screening, ridge line, and view corridor intrusions or intrusions on privacy. Specific density requirements for the RC zone that more closely match what can actually be built on parcels. He continued at last week's meeting, Council was provided with summary recommendations and referred to a comment, relating to the burden of establishing the needs and benefits of a height increase is on the developer and in the absence of a satisfactory showing that the additional height will result in a superior plan and project, the zone height shall be applied. The majority of the existing surrounding buildings are substantially higher than the base zoning; the proposed buildings are in scale with the existing buildings. No buildings break the sky line, no buildings cause loss of air circulation, no buildings are approximate to the ridge line. He challenged these statements and stated that the existing properties were developed by the applicant. Snow Flower, Three Kings Condominiums and other projects are built to zone standards. Paul Sincock asked about Shadow Ridge which is higher than 35 feet. Mr. Weber commented that this was a project that was built by the Resort; parcels were sold out of their 31.9 acres. He reiterated that everything that the Resort has built has exceeded the zone height. Chuck Klingenstein explained the Resort sold the parcels after subdivision and the buyer developed the project. Richard Weber stated that it is a bad situation that is going to get worse, because most of the building heights exceed the existing zone by 85%. Roger Harlan asked how many units would be affected. Mr. Weber responded Buildings 1, 2, and 3. There was discussion about the number of units in the buildings. Mr. Weber noted that the Council was told that there are over 31 acres of RC zoning, but in 1981 when this was started, 6.27 acres were developed which accommodated 170 units, which reduces the parcel to 24.92 acres. He questioned the 60% open space requirement and how it is applied. Jodi Hoffman stated that it applies to 24.92, because there was no open space requirement in 1981. Mr. Weber estimated this would leave 14.95 acres to develop; the project has a footprint less than seven acres and asked why it is being stacked. Ms. Kerr emphasized that this is the real issue here as Council is making a determination if it is better to cover more topography or better to have height variations and more open space. She added that Council will make the call on whether it is better to cluster density and go higher so that there are better architectural features and open space. She continued that the setbacks are substantially better on this plan. Ms. Kerr stated in her opinion that it is better to go higher, not take up as much topography, and not have the buildings closer to Three Kings. Mr. Weber argued that others have to follow the letter of the law. He added that it is hard being an absentee landlord and being able to address and discuss issues. He stated that the Council's decision tonight will fall on the shoulders of everyone that has taken a financial interest in the town, residents, and visitors in the future. The Board doesn't feel that Park City needs 65, 75, 85, or 100 foot structures to sell skiing.

Terry Whitney, Manager of Snow Flower Condominiums, concurred with Ms. Kerr in that a smaller footprint, more open space, and more access to the ski area is better. She stated that Doug Clyde has worked with the Association over the last two to three years and she feels their concerns have been met. Ms. Whitney added that she doesn't want to see a six story building, but she also does not prefer to see three stories sprawled in the mountains and poor access. There was discussion about saving the trees adjacent to Snow Flower Condominiums.

In response to a question from Chuck Klingenstein, Jodi Hoffman explained there will be a development agreement which incorporates all of the conditions of approval that would be recorded on the property. The next step is to rezone the property to RC-MPD so that the zoning actually reflects the master plan. If the master plan goes away, the property reverts to RC zoning. Ms. Hoffman pointed out the merit in some flexibility in design. She explained that Council has a limited task before them and staff would like direction on getting to a point so that Council can make a decision. Chuck Klingenstein stated that all of the conditions need to be met before parcels are developed. Ms. Hoffman added that in the development agreement there will be annexation agreement for some other similar development agreement which pertains to a neighbor of the ski area, including hundreds of acres, known as the Park City Mountain. There will also be a constructive staging plan, phasing plan, and a traffic mitigation plan, and each building will come back as a small scale master plan, after conditions are met. Mr. Klingenstein believed there is incentive for the Resort to meet the conditions.

Hugh Daniels referred to the number of hours the applicant, staff and Planning Commission have spent on this project. It is a conceptual plan but has more detail than he has seen before, which will hopefully get the final plan to coincide with the original approvals. He congratulated everyone involved as he has learned from previous approvals that mistakes can be made, and has appreciated the efforts in this particular plan. He believed the decision before Council is height versus sprawl and there are benefits, which the Commission recognized, in going higher with clustering while having some good size plazas and not building up the hill, which would be much more visible. Mr. Daniels felt that spreading the development out would not result in as nice a project and would cut into the skiing and beginning terrain. He believes there is some benefit to the community overall in the height exception rather in consideration of sprawling, and it blends in better against the mountain than a flat area. There may be some improvement in blocking out existing buildings there that are less than spectacular. He continued that this has involved compromising and PCMR has worked hard with its many neighbors and it generally has been successful. This is private land and there are associated rights. He feels confident that there is enough "teeth" in the approval that there will be a good traffic mitigation plan that provides for good transportation. There were some high historic structures in this town over the years, which people came to love over time and maybe that will happen in the future. "Tall" is not necessarily new. He continued that while not meeting all of the parties' wishes, the plan does accomplish clustering, open space, and the bed base the General Plan calls for. Although there may not be enough employee housing, there is more than required by the Code and the LMC should be revised so that there is provision for employees in the community. He stated that he generally supports the height variation.

Ms. Kerr stated that she will support the height variation as well. She appreciated the revised video at a perspective where she could better understand the Three Kings situation, although she did spend some time walking the area. She felt the changes to Building E are a substantial improvement for Snow Flower and Three Kings and believes it is better to build the buildings closer to the mountain, than covering the mountain with three story buildings. Ms. Kerr added that she felt it was a mistake not to have taken this same approach with the Town Lift Project, which has resulted in "boxes". She felt that the entry statement from the golf course area and other view points in town will be enhanced. Ms. Kerr's concern is that all live by the agreement and the deals made today in this room are agreed to and performed so the result is what has been represented. She believed that the goals of the Resort and the City are similar in getting more bed base on line and the Resort is not interested in selling the parcels off to a developer or land bank. She hoped any negative impacts have been mitigated, but in the long run, this is a good project.

Chuck Klingenstein stated that he will also support the height variation and thank Mr. Clyde for the additional work and meeting with the home owner associations over issues. He agreed with Ms. Kerr that we are all buying into a common theme and design. There has been an incredible level of detail in the plan, including design guidelines, which provides tools for the review process. He hopes that there is a continued effort to enhance pedestrian circulation as there is room for improvement, although it may not be in his purview. He believes traffic is a concern for everyone and whether the project goes up or out, the density is there and it is in the best interest of the Resort to be a good neighbor. He believes that with regard to Richard Weber's comment about the applicant's responsibility to demonstrate the merits of this project, they have been working on this for the past two or three years with the Planning Commission and now the Council, which are evidenced in the findings of fact and conclusions of law. After five years on the Planning Commission and two years on the Council, Mr. Klingenstein felt this is the best reviewed designed project this town has seen. These are going to be big buildings, but it is better to cut the footprint, maximize the setbacks, and articulate the structures. He pointed out that Mr. Weber read through the General Plan, but this project is vested under the 1984 LMC which was guided by the old Comprehensive Plan. He thanked the applicants for their hard work.

Paul Sincock commented that he spent a lot of time reviewing the plans and questioned every assumption made. He is concerned about the overall density, not just the height, and the traffic and parking impacts. There will be over two million square feet of construction that will take place including about 800,000 to 900,000 square feet of parking structure. It is a huge project that may extend over six to eight years, however, the applicant is entitled to the density units as proposed and that will be built. The question is what is in the public's best interest, going vertically or horizontally. Mr. Sincock stated that he personally would like to see less density, but they have a right. He added that if all the buildings were reduced by one story, the viewer probably couldn't decipher the ten foot decrease, but another building would result about the size of Building E to recover the density. This would add another building in the middle of a footprint, adding more parking structure and more circuitous routes for traffic in the area. If two floors were omitted, there would be two additional buildings at 111% of Building E. If Building E was reduced by 20 feet, it would add another building two-thirds the size of Building D. Mr. Sincock stated that he looked at different options and couldn't arrive at a better solution. He believed that reducing the heights won't accomplish anything, as the density and traffic will still result; he commended the Ski Area for its work. The parking and traffic is not before Council, but the Resort is proposing increasing the skier parking from 1,700 to 2,200. Another 500 cars per day will be going through the Deer Valley intersection to the Resort than today, assuming that people staying at the Resort have parked their cars, but still, it is a lot of cars. Mr. Sincock estimated about eleven cars a minute, one car every four seconds, during the peak season; he doesn't feel confident with the traffic study and continues to be concerned about it. Paul Sincock suggested the Resort building less parking and building satellite parking with shuttle service as an alternative. He discussed the transportation study which will be completed next month and may offer some insights on the regional transportation thinking. Aside from that caveat, Mr. Sincock stated that he doesn't have any better alternative and will support the height variation.

Roger Harlan noted his surprise at the lack of opposition which is a reflection of quality work by the applicant, Planning Commission and staff. There may be little opposition because the plan makes sense; the community needs more bed base. He complimented the architectural style and the thoroughness of the plan. He believed that the articulation of the buildings breaks up the height and discussed the height of the Coalition Building, which people loved. Mr. Harlan believed the applicant has much to lose if somehow this plan is squandered. He will support the height variation.

Mayor Olch stated that like Mr. Klingenstein, he spent five years on the Planning Commission and agreed that this is one of the best designed projects he has ever seen and would challenge architects, designers, and developers to use this as a standard for future applications. It is a great project for the community; no project is perfect, but this is a good solution and if he were voting, he would be voting for the height variation. The Mayor requested a motion. Shauna Kerr, "I move approval of the findings of fact, and conclusions of law, granting the Park City Mountain Resort height variation with a correction on the conditions of approval on the second page which states that the height, massing, stepping, volumetrics, articulation, and design guidelines of the proposed structures, as defined by the April 23, 1997 Concept Master Plan, and revised by the

August 21, 1997 Concept Master Plan which shall include the deletion of the signage at the intersection at the 8th tee box, elimination of the loading dock, which is across Three Kings Drive, on Building E; the amendment of the design guidelines which Nora indicated, and I won't enumerate on those, but those will be the inclusions, and I think the rest of the changes have been manifested here except for the elimination of the loading dock. The bridges are conceptual only" Chuck Klingenstein seconded. Jodi Hoffman interjected that design guidelines should be included (already in motion). Motion carried unanimously.

IX ADJOURNMENT

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

* * * * * * * * * * * *

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

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder

PARK CITY, SUMMIT COUNTY, UTAH
CORPORATE
Seal
MARCH 1,
1884

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: August 11, 1997 (August 21 meeting)
DEPARTMENT: Planning Department
AUTHOR: Kurt von Puttkammer, AIA KP
TITLE: 528 Woodside Avenue-Plat amendment
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS:

Adopt the ordinance approving a plat amendment as conditioned to combine lot 39 and the north half of lot 40 in Block 5 of the Park City Survey as the applicant has requested.

DESCRIPTION:

A. TOPIC

PROJECT STATISTICS

Applicant:	Deffebach Limited Partnership
Location:	528 Woodside Avenue
Proposal:	Plat amendment
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential
Project Planner:	Kurt von Puttkammer, AIA

B. Background

The proposed project is located on the downhill side of Woodside Avenue with the Interline Condominiums on the south and vacant lots to the north. The project consists one 25'-0" wide by 75'-0" deep lot and one 12'-6" wide by 75'-0" deep fragment lot. Currently, the lots are vacant.

Originally, the applicant applied for an Administrative Lot Combination combining two lots into one. However, the applicant was not able to obtain all the signatures of all the adjoining property owners.

C. Analysis

Staff has evaluated the overall project against the Land Management Code, Section 7.1, Historic Residential, HR-1 and determined the proposed lot combination complies as presented with all requisite City codes. The combined lot will be consistent with the lot size in this area. In addition, the 12'-6" x 75'-0" remnant lot is not buildable as a stand alone lot.

Combining the lots will produce a 37'-6" wide lot, therefore, a 5' side yard setback will be required versus a 3' side yard setback required for a 25' wide lot. Not approving the lot combination would likely produce a 19' wide building with a 3' side yard on the north and a 15'-6" side on the south.

D. Department Review

This project was noticed to property owners within 300' of the affected property and all property owners within the affected subdivision plat on April 30, 1997. No comments were received at the time of this report.

ALTERNATIVES:

A. Forward a positive recommendation to the City Council, thereby, allowing the two lots to be combined into one lot.

B. Forward a negative recommendation to the City Council, thereby retaining the original parcel configuration.

C. Continue the item for further discussion and input.

SIGNIFICANT IMPACTS:

This proposed amendment will allow a larger structure to be constructed on the site than would be allowed on lot 39. Lot 39 would allow a 1,687 square foot structure to be constructed and the combined lot would allow a 1,968 square foot structure to be constructed.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the plat amendment is not approved as proposed, the owner will only be able to construct a single family structure on the 25'-0" x 75'-0" lot, leaving the 12'-6" wide lot vacant.

RECOMMENDATION:

The Staff recommends that the City Council approve the proposed plat amendment of lot 39 and the northerly half of lot 40, Block 5, based on the following:

Findings of Fact

1. The plat amendment combines two lots into one 2,812 SF lot.

2. The proposed lot size, 2,812 square feet, is consistent with the existing ownership patterns in the surrounding area.

3. The project is located on Woodside Avenue with high intensity residential uses and with minimal construction staging area.

4. Dedication of a ten foot (10'-0") non-exclusive snow storage easement, along Woodside Avenue, is necessary to provide adequate snow removal services.

5. There is a portion of the building on the remanent portion of Lot 40.

<u>Conclusions of Law:</u>

1. There is good cause for the amendment in that the parcel combination will result in one lot, which complies with the LMC, replacing lot legal lot and one non-conforming lot.

2. Neither the public nor any person will be materially injured by the proposed plat amendment.

<u>Conditions of Approval:</u>

1. City Attorney and City Engineer review and approval of the plat amendment, for compliance with the Land Management Code and these conditions of approval, is a condition precedent to plat recordation.

2. All Standard Project Conditions and Land Management Codes shall apply.

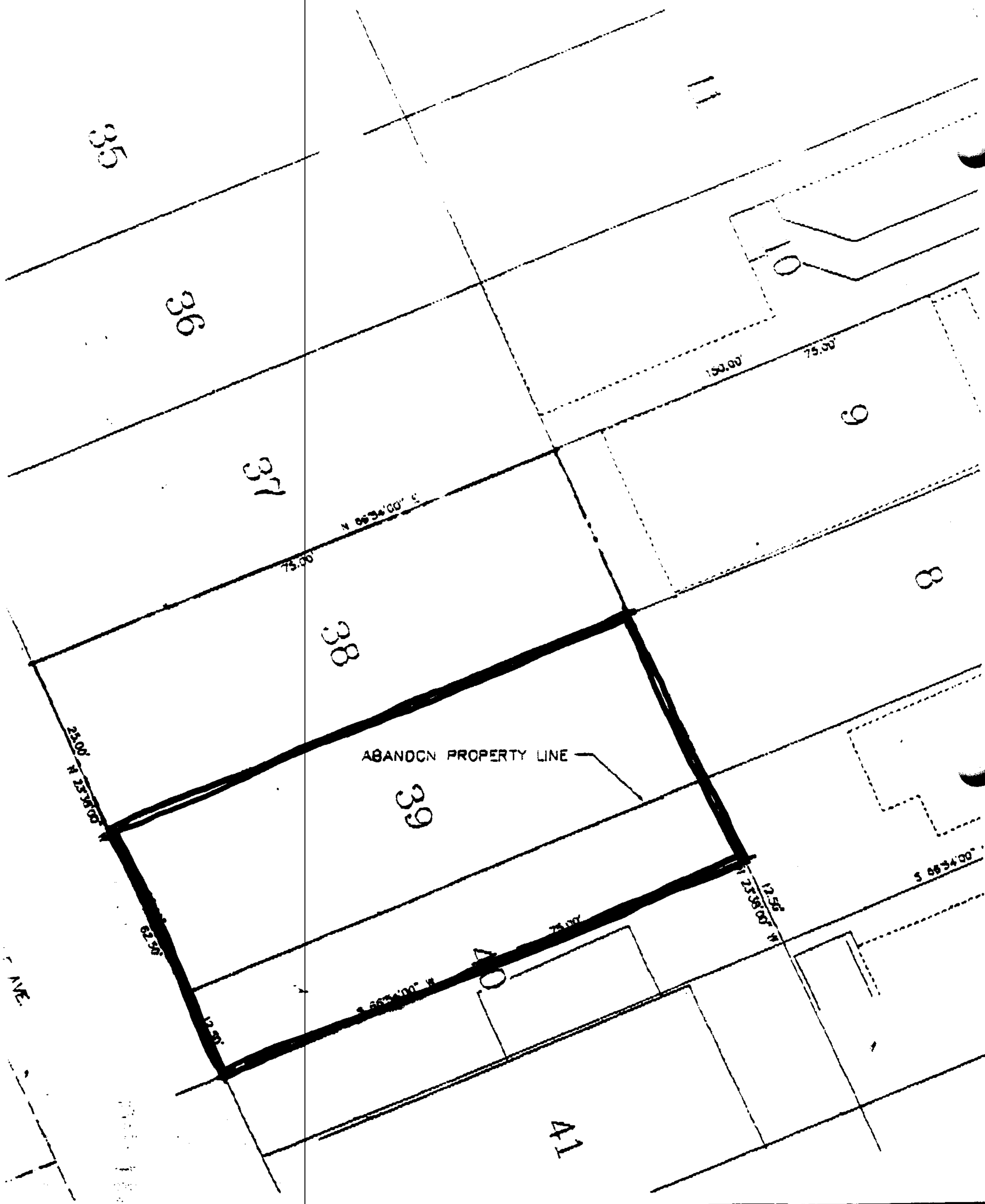
3. The final plat shall be recorded at Summit County within one year from the date of City Council approval. If recordation has not occurred within the one year time frame, this approval and the plat shall be considered null and void.

4. A Construction Mitigation Plan will be required from the applicant prior to any construction on the newly created parcels.

5. A ten foot (10'-0") non-exclusive snow storage easement along Woodside Avenue shall be dedicated to the City on the amended plat.

6. The remnant half of Lot 40 created by this combination is not separately developable.

EXHIBITS:
Exhibit A- Proposed plat map
Exhibit B- Location map



283 NORFOLK AVENUE

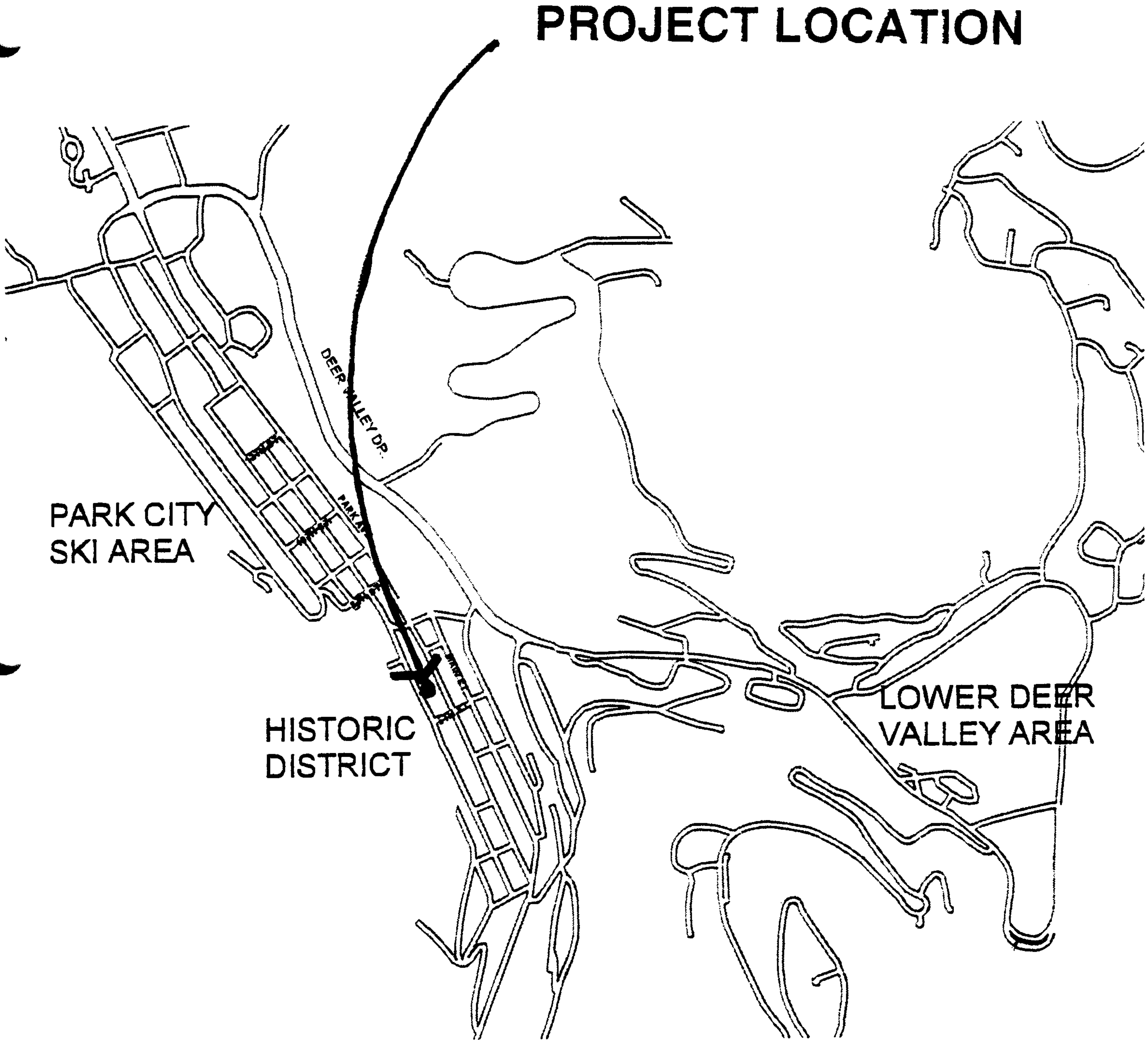
RECORD OF SURVEY & TOPOGRAPHIC MAP

—ALL OF LOTS 7, 8, 9, 38, 39 AND THE NORTH 1/2 OF LOT 40
LYING WITHIN BLOCK 5 OF THE PARK CITY SURVEY
SUMMIT COUNTY, UTAH

RECEIVED
PARK CITY
PLANNING DEPT.

EXHIBIT "A"

30



283 NORFOLK AVENUE

EXHIBIT "B"

Ordinance No. 97-

AN ORDINANCE APPROVING THE PLAT AMENDMENT AT 528 WOODSIDE AVENUE, COMBINING LOT 39 AND THE NORTH HALF OF LOT 40 OF THE PARK CITY SURVEY, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, UTAH

WHEREAS, the owners, Deffenbach Limited Partnership, of the property at 528 Woodside Avenue, located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Park City, Utah, have petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on August 21, 1997 the City Council reviewed the proposed plat amendment and held a public hearing; and

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

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

SECTION 1. FINDINGS OF FACT.

1. The plat amendment combines two lots into one 2,812 SF lot.

2. The proposed lot size, 2,812 square feet, is consistent with the existing ownership patterns in the surrounding area.

3. The project is located on Woodside Avenue with high intensity residential uses and with minimal construction staging area.

4. Dedication of a ten foot (10'-0") non-exclusive snow storage easement, along Woodside Avenue, is necessary to provide adequate snow removal services.

5. There is a portion of the building on the remanent portion of Lot 40.

SECTION 2. CONCLUSIONS OF LAW.

The City Council hereby concludes that there is good cause for the above-mentioned plat amendment and that neither the public nor any person will be materially injured by the proposed plat. The plat is consistent with the Park City Land Management Code and applicable State law.

SECTION 3. PLAT APPROVAL.

The plat amendment located at 105 Norfolk Avenue, is hereby approved as shown on Exhibit A, with the following conditions:

1. Prior to plat recordation, the City Attorney and City Engineer shall review and approve the final plat for compliance with the Land Management Code and conditions of approval.

2. All Standard Project Conditions and Land Management Codes shall apply.

3. The final plat shall be recorded at Summit County within one year from the date of City Council approval. If recordation has not occurred within the one year time frame, this approval and the plat shall be considered null and void.

4. A Construction Mitigation Plan will be required from the applicant prior to any construction on the newly created parcels.

5. A ten foot (10'-0") non-exclusive snow storage easement along Woodside Avenue shall be dedicated to the City on the amended plat.

6. The remnant half of Lot 40 created by this combination is not separately developable.

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

PASSED AND ADOPTED this 21 th day of August, 1997.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, Deputy City Recorder

Approved as to form:

____
Mark D. Harrington, Assistant City Attorney

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PARK CITY
1884

CITY COUNCIL REPORT

DATE: **August 21, 1997**
DEPARTMENT: **Planning Department**
AUTHOR: **Alison Kuhlow** AK
TITLE: **949 Park Avenue Plat Amendment**
TYPE OF ITEM: **Legislative**

SUMMARY RECOMMENDATIONS: Adopt the attached Ordinance approving the 949 Park Avenue Replat which combines Lots 13 and the north half of Lot 12, Block 3, Snyders Addition to the Park City Survey, into one (1) single family lot, to accommodate the existing single family structure.

DESCRIPTION:

A. Topic.

PROJECT STATISTICS

Project Name:	949 Park Avenue - Plat Amendment
Owners:	Louis Morizzo and Kimberly Stevens
Location:	949 Park Avenue
Zoning:	Historic Residential District - HR-1
Adjacent Land Uses:	Residential
Project Planner:	Alison Kuhlow

B. Background.

The owner's representative, Form Fifteen Architects, submitted an application to combine Lot 13 and the north half of Lot 12, Block 3, Snyders Addition to the Park City Survey into one (1) single family lot. The applicant's home sits across the lot line between Lot 12 and 13.

An HDC Design Review Application has also been submitted to the Planning Department for an addition to the existing historic single family structure located at 949 Park Avenue. Staff is currently reviewing the application, and has scheduled the proposed addition for the August 18, 1997 Historic District Commission Meeting.

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On July 23, 1997, the Planning Commission voted to forward to City Council a positive recommendation to approve the proposed Plat Amendment.

C. Analysis

This request is to formally combine one and a half (1½) existing lots to create a new lot for an addition to a historic single family residence. The size of the structure located on the parcel will be limited by the current setback, and height requirements of the Land Management Code for the HR-1 District.

Lot combinations which result in larger than standard lots have been allowed in the past, in areas where the ownership pattern is one of several lots and surrounding houses are larger than typical old town houses. In the surrounding area, the lot ownership pattern is typically one and a half contiguous lots or more. Lots, in the area, range in size from approximately 1,875 square feet to 3,750 square feet.

D. Notice

Notice of the public hearing, at the Planning Commission, was sent to property owners within 300' on June 23, 1997. Staff did not receive comment at the time of the public hearing.

E. Department Review.

The Community Development Department has reviewed this request. The City Attorney's Office will review the Final Plat, prior to recordation. The request was discussed at a Staff Review Meeting on May 6, 1997, where representatives from local utilities and City Staff were in attendance and found it to be in conformance with all requisite City development codes.

ALTERNATIVES

A. Approval of the proposed subdivision plat amendment by combining Lots 13 and the north half of Lot 12, Block 3, Snyders Addition to the Park City Survey and thereby removing the common lot line between the lots.

B. Deny the subdivision plat amendment and retain the original Record of Survey.

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

SIGNIFICANT IMPACTS:

The proposed amendment will result in one (1) lot which is larger than a standard "Old Town" lot measuring 25' x 75'. The plat amendment will allow for an addition to the existing historic residence. Given the required setbacks, the historic district height restrictions, and the predominant ownership pattern and house size in the area, the lot combination results in proposed structures which are compatible in mass and scale with the immediate neighborhood.

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CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the plat amendment is not approved as proposed, the existing single family residence would remain non-conforming (as it is currently constructed across common lot lines in violation of the UBC), which would prohibit any additions and rehabilitations to the existing structure.

RECOMMENDATION:

Staff recommends that the City Council approve the 949 Park Avenue Replat based on the following findings with the following conditions;

Findings of Fact:

1. The proposed Plat Amendment will combine one and a half (1½) lots into one (1) lot in order to allow for an addition to an historic structure.

2. The proposed plat amendment rectifies the existing non-conforming condition of a structure that crosses property lines.

3. The Plat Amendment will allow for an addition and renovation to an historic home.

4. Dedication of a ten (10) foot non-exclusive snow storage easement along Park Avenue is necessary to provide adequate snow removal services.

5. The property is located in the HR-1 District.

6. The applicant stipulates to all conditions of approval

Conclusions of Law:

1. There is good cause for the amendment.

2. Neither the public nor any person will be materially injured by the proposed plat amendment.

3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and State subdivision requirements.

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the plat amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.

2. A ten (10) foot non-exclusive snow storage easement along Park Avenue shall be dedicated to the City on the plat.

3. All Standard Project Conditions shall apply (Please see Exhibit B - Standard Project

Conditions).

4. This approval shall expire one year from the date of City Council approval, August 21, 1998, unless this plat amendment is recorded prior to that date.

5. A note shall be added to the Plat stating that no remanent lot created hereby is separately developable.

6. A Building Permit for 949 Park Avenue may not be issued until the Plat Amendment is recorded.

EXHIBITS:
Location Map
Ordinance
Exhibit A - Proposed Plat
Exhibit B - Standard Project Conditions

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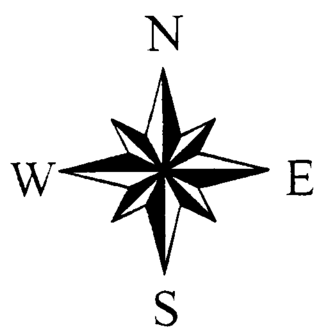
949 Park Ave.



PARK CITY
1884

Location Map

Ordinance No. 97-

AN ORDINANCE APPROVING THE 949 PARK AVENUE REPLAT, A PLAT AMENDMENT THE PARK CITY SURVEY LOTS 13 AND THE NORTH HALF OF LOT 12, BLOCK 3, SNYDERS ADDITION LOCATED AT 949 PARK AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property known as Lots 13 and the north half of Lot 12, Block 3, Snyders Addition to the Park City Survey, have petitioned the City Council for approval of a revision to the final 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 July 23, 1997, to receive input on the proposed condominium plat;

WHEREAS, the Planning Commission, on July 23, 1997, forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 21, 1997, The City Council held a public hearing to receive input on the proposed plat amendment; and

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

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

SECTION 1. FINDINGS. The following findings are hereby adopted.

1. The proposed Plat Amendment will combine one and a half (1½) lots into one (1) lot in order to allow for an addition to an historic structure.

2. The proposed plat amendment rectifies the existing non-conforming condition of a structure that crosses property lines.

3. The Plat Amendment will allow for an addition and renovation to an historic home.

4. Dedication of a ten (10) foot non-exclusive snow storage easement along Park Avenue is necessary to provide adequate snow removal services.

5. The property is located in the HR-1 District.

6. The applicant agrees with the conditions of approval.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned plat amendment, that neither the public nor any person will be materially injured by the proposed amendment and that the proposal is consistent with both the Park City Land Management Code and State subdivision requirements.

SECTION 3. PLAT APPROVAL. The amendment to the Park City Survey for Lots 13 and the north half of Lot 12, Block 3, Snyders Addition to the Park City Survey, to be known as the 949 Park Avenue Replat, is approved as shown on Exhibit A, with the following conditions:

1. City Attorney and City Engineer review and approval of the plat amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.

2. A ten (10) foot non-exclusive snow storage easement along Park Avenue shall be dedicated to the City on the plat.

3. All Standard Project Conditions shall apply (Please see Exhibit B - Standard Project Conditions).

4. This approval shall expire one year from the date of City Council approval, unless this plat amendment is recorded prior to that date.

5. A note shall be added to the Plat stating that no remanent lot created hereby is separately developable.

6. A Building Permit for 949 Park Avenue may not be issued until the Plat Amendment is recorded.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.
PASSED AND ADOPTED this 21st day of August, 1997 .

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, Deputy City Attorney

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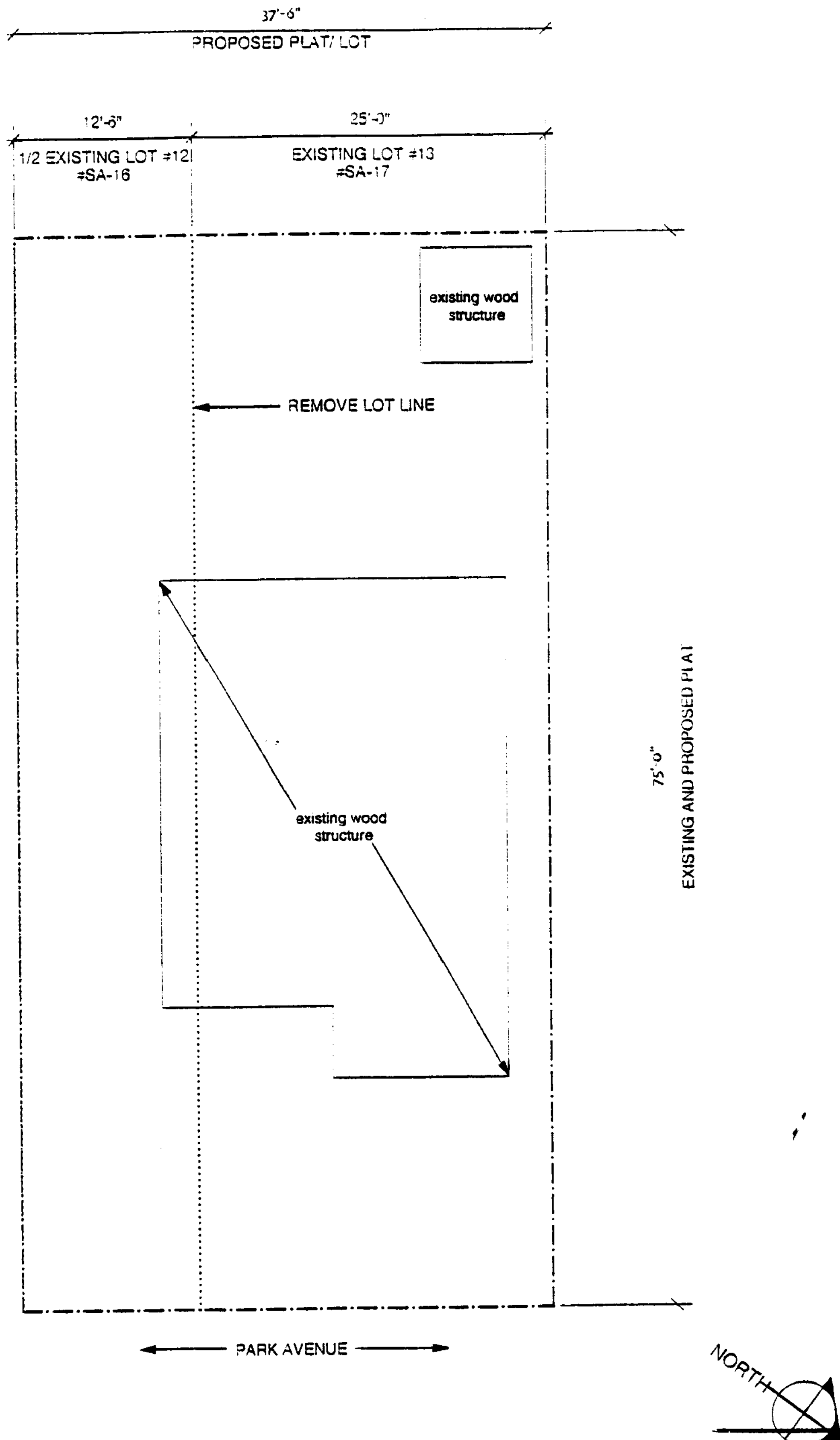

PROPOSED PLAT AMENDMENT
@ 949 Park Avenue, Park City, Utah

RECEIVED
PARK CITY PLANNING DEPT.

E oposed Plat

Exhibit A - Proposed Plat

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 9, Architectural Review); Uniform Building, Fire and related Codes; the Park City Design Standards, Construction Specifications, and Standard Drawings; and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
2. All modifications to plans as specified by conditions, and all final design details, such as material and color samples, shall be submitted to and approved by the Community Development Department prior to issuance of any building permits.
3. The applicant is responsible for compliance with all conditions of project approval.
4. A Line Extension Agreement with the Snyderville Basin Sewer Improvement District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
5. Final landscape plans, when required, shall be reviewed and approved by the Community Development Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof.
6. Construction staging areas shall also be clearly defined and approved by the Community Development Department, and shall be placed so as to minimize site disturbance. The landscape plans shall include plans for revegetation of all areas disturbed during construction.
7. Final grading, drainage, utility, erosion control and revegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Community Development Department. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
8. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the Community Development Department, posted prior to occupancy.
9. All construction shall be completed according to the approved plans on which building permits are issued. The approved plans include all site improvements shown on the site plan. "Site improvements" shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grades, walls, landscaping, lighting, planting, paving, paths, and trails, and similar improvements, as shown on the set of plans on which final approval and building permits are based.
10. Any desired modifications to approved plans, after the issuance of a building permit, must be specifically requested and approved in writing prior to execution.
11. Plans shall conform to all design standards for persons with disabilities as required by any applicable federal, state and local laws.
12. Access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
13. The required utility easements along street frontages shall include language to allow for these areas to be used for snow storage. Typically, a 10-foot snow storage easement is required above Deer Valley Drive (approximate elevation of 7,200 feet). A five feet easement is necessary below this elevation.
14. Lockout units are not permitted unless specifically approved.
15. The infrastructure review and approval is transferrable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or termination of the permit as specifically conditioned.

Exhibit B - Standard Project Conditions

PARK CITY

1884

CITY COUNCIL REPORT

DATE: August 21, 1997
DEPARTMENT: Planning Department
AUTHOR: Alison Kuhlow AK
TITLE: 363 Park Avenue Plat Amendment
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Adopt the attached Ordinance approving the 363 Park Avenue Replat which combines Lots 16, 15 and a portion of Lot 14 of Block 3, Park City Survey, into one (1) single family lot, to accommodate the existing single family structure.

DESCRIPTION:

A. Topic.

PROJECT STATISTICS

Project Name:	363 Park Avenue - Plat Amendment
Owners:	Frank and Kay Wright
Location:	363 Park Avenue
Zoning:	Historic Residential District - HR-1
Adjacent Land Uses:	Residential
Project Planner:	Alison Kuhlow

B. Background.

The owner's representative, Form Fifteen Architects, submitted an application to combine Lots 16, 15, and a portion of Lot 14 of Block 3 of the Park City Survey into one (1) single family lot. The applicant's historic house sits on Lots 16 and 15 and a portion of the structure encroaches into the 4th Street platted right-of-way. The existing garage which sits on Lot 15 and a portion of Lot 14 has been issued a demolition permit with the consent of the Historic District Commission at their May 19, 1997 Meeting.

An HDC Design Review Application has also been submitted to the Planning Department for an addition to the existing historic single family structure located at 363 Park Avenue. Staff is currently reviewing the application, and has scheduled the proposed addition for the

August 18, 1997 Historic District Commission Meeting.

On July 23, 1997, the Planning Commission voted to forward to City Council a positive recommendation to approve the proposed Plat Amendment.

C. Analysis

This request is to formally combine two (2) existing lots and a portion of another lot to create a parcel for a single family residence. The size of the structure located on the parcel will be limited by the current setback, and height requirements of the Land Management Code for the HR-1 District.

The encroachment of the home into the 4th Street right-of-way will be issued an encroachment permit by the City Engineer. The 4th Street right-of-way is not scheduled to be improved with a road, and any future staircase repairs will occur on the alignment of the existing staircase. The issuance of encroachment permits is the standard process used to resolve historic encroachments.

Lot combinations which result in larger than standard lots have been allowed in the past, in areas where the ownership pattern is one of several lots and surrounding houses are larger than typical old town houses. In the surrounding area, the lot ownership pattern is typically one and a half contiguous lots or more. Lots, in the area, range in size from approximately 1,875 square feet to 3,750 square feet.

D. Notice

Notice of the Planning Commission's public hearing was sent to property owners within 300' on June 23, 1997. One comment was made regarding the encroachment of parking spaces, required for the structure, encroaching into the City's right-of-way. The comment was addressed by the Planning Commission and attached to the review of the addition to the historic structure.

E. Department Review.

The Community Development Department has reviewed this request. The City Attorney's Office will review the plat prior to recordation. The request was discussed at a Staff Review Meeting on April 8, 1997, where representatives from local utilities and City Staff were in attendance. No issues were presented that would make a request.

ALTERNATIVES

A. Recommend approval of the proposed subdivision plat amendment by combining Lots 16, 15, and a portion of Lot 14 of Block 3 and thereby removing the common lot line between the lots.

B. Deny the subdivision plat amendment and retain the original Record of Survey.

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

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SIGNIFICANT IMPACTS:
The proposed amendment will result in one (1) lot which is larger than the standard "Old Town" lot measuring 25' x 75'. The plat amendment will allow for an addition to the existing historic residence. Given the required setbacks, the historic district height restrictions, and the predominant ownership pattern and house size in the area, the lot combination results in proposed structures which are compatible in mass and scale with the immediate neighborhood.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
If the plat amendment is not approved as proposed, the existing single family residence would remain non-conforming (as it is currently constructed across common lot lines in violation of the UBC), which would limit any additions to the existing structure. The owner could propose to construct a home on Lot 15. This home, constructed on lot 15, would be slightly smaller than the house under the proposed lot combination.

RECOMMENDATION:
Staff recommends that the City Council approve the 363 Park Avenue Replat based on the following findings with the following conditions:

Findings of Fact:
1. The proposed Plat Amendment will combine two (2) lots and a portion of another into one (1) lot in order to allow for an addition to an historic structure.

2. The proposed plat amendment rectifies the existing non-conforming condition of a structure that crosses property lines.

3. The existing historic structure encroaches into the 4th Street right-of-way.

4. Dedication of a ten (10) foot non-exclusive snow storage easement along Park Avenue is necessary to provide adequate snow removal services.

5. The property is located in the HR-1 District.

6. The Plat Amendment will allow for an addition and renovation to an historic home.

7. The applicant stipulates to all conditions of approval

Conclusions of Law:
1. There is good cause for the amendment.

2. Neither the public nor any person will be materially injured by the proposed plat amendment.

3. The proposal is consistent with both the Park City Land Management Code Chapter 7

and Chapter 15 and State subdivision requirements.

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the plat amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.

2. A ten (10) foot non-exclusive snow storage easement along Park Avenue shall be dedicated to the City on the plat.

3. All Standard Project Conditions shall apply (Please see Exhibit B - Standard Project Conditions).

4. This approval shall expire one year from the date of City Council approval, unless this plat amendment is recorded prior to that date.

5. A Building Permit may not be issued for 363 Park Avenue until the Plat Amendment is recorded.

6. The owner will execute an Encroachment Permit, for the encroachment onto 4th Street, on a form approved by the City Engineer prior to Plat Recordation.

EXHIBITS:

Location Map
Ordinance
Exhibit A - Proposed Plat
Exhibit B - Standard Project Conditions

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363 Park Ave.

PARK CITY
1884

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Location Map

Ordinance No. 97-

AN ORDINANCE APPROVING THE 363 PARK AVENUE REPLAT, A PLAT AMENDMENT THE PARK CITY SURVEY LOTS 16, 15 AND A PORTION OF LOT 14, BLOCK 3 LOCATED AT 363 PARK AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property known as Lots 16, 15 and a portion of Lot 14 of Block 3, Park City Survey, have petitioned the City Council for approval of a revision to the final 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 July 23, 1997, to receive input on the proposed condominium plat;

WHEREAS, the Planning Commission, on July 23, 1997, forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 21, 1997, The City Council held a public hearing to receive input on the proposed plat amendment; and

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

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

SECTION 1. FINDINGS. The following findings are hereby adopted.

1. The proposed Plat Amendment will combine two (2) lots and a portion of another into one (1) lot in order to allow for an addition to an historic structure.

2. The proposed plat amendment rectifies the existing non-conforming condition of a structure that crosses property lines.

3. Dedication of a ten (10) foot non-exclusive snow storage easement along Park Avenue is necessary to provide adequate snow removal services.

4. The property is located in the HR-1 District.

5. The Plat Amendment will allow for an addition and renovation to an historic home.

6. The applicant agrees with the conditions of approval.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned plat amendment, that neither the public nor any person will be materially injured by the proposed amendment and that the proposal is consistent with both the Park City Land Management Code and State subdivision requirements.

SECTION 3. PLAT APPROVAL. The amendment to the Park City Survey for Lots 16, 15 and a portion of Lot 14 of Block 3, Park City Survey, to be known as the 363 Park Avenue Replat, is approved as shown on Exhibit A, with the following conditions:

1. City Attorney and City Engineer review and approval of the plat amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.

2. A ten (10) foot non-exclusive snow storage easement along Park Avenue shall be dedicated to the City on the plat.

3. All Standard Project Conditions shall apply (Please see Exhibit B - Standard Project Conditions).

4. This approval shall expire one year from the date of City Council approval, unless this plat amendment is recorded prior to that date.

5. A Building Permit may not be issued for 363 Park Avenue until the Plat Amendment is recorded.

6. The owner will execute an Encroachment Permit, for the encroachment onto 4th Street, on a form approved by the City Engineer prior to Plat Recordation.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.
PASSED AND ADOPTED this 21st day of August, 1997 .

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

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Mark Harrington, Deputy City Attorney

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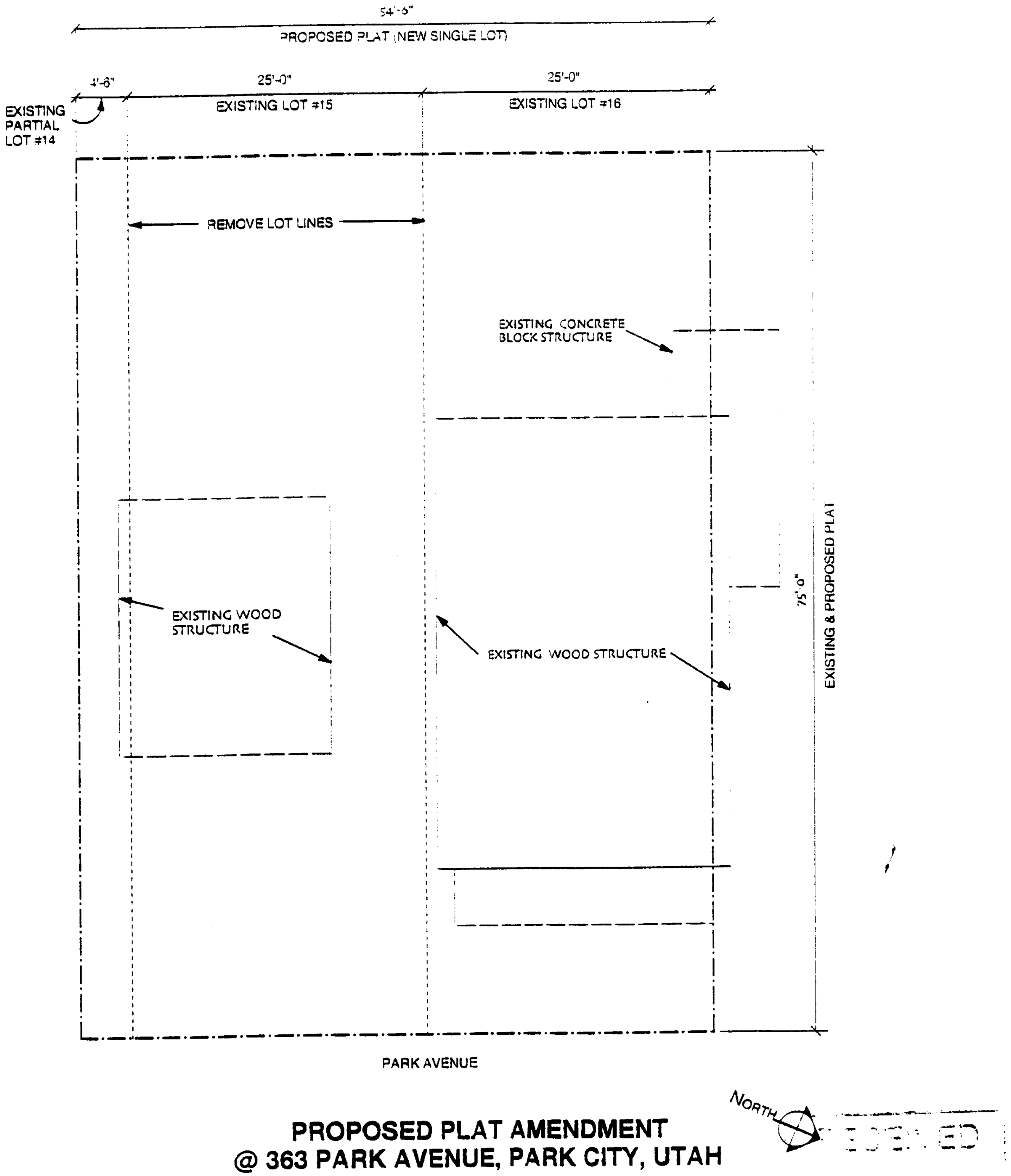

PROPOSED PLAT AMENDMENT
@ 363 PARK AVENUE, PARK CITY, UTAH

Ex **Exhibit A - Proposed Plat** t

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 9, Architectural Review); Uniform Building, Fire and related Codes; the Park City Design Standards, Construction Specifications, and Standard Drawings; and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
2. All modifications to plans as specified by conditions, and all final design details, such as material and color samples, shall be submitted to and approved by the Community Development Department prior to issuance of any building permits.
3. The applicant is responsible for compliance with all conditions of project approval.
4. A Line Extension Agreement with the Snyderville Basin Sewer Improvement District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
5. Final landscape plans, when required, shall be reviewed and approved by the Community Development Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof.
6. Construction staging areas shall also be clearly defined and approved by the Community Development Department, and shall be placed so as to minimize site disturbance. The landscape plans shall include plans for revegetation of all areas disturbed during construction.
7. Final grading, drainage, utility, erosion control and revegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Community Development Department. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
8. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the Community Development Department, posted prior to occupancy.
9. All construction shall be completed according to the approved plans on which building permits are issued. The approved plans include all site improvements shown on the site plan. "Site improvements" shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grades, walls, landscaping, lighting, planting, paving, paths, and trails, and similar improvements, as shown on the set of plans on which final approval and building permits are based.
10. Any desired modifications to approved plans, after the issuance of a building permit, must be specifically requested and approved in writing prior to execution.
11. Plans shall conform to all design standards for persons with disabilities as required by any applicable federal, state and local laws.
12. Access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
13. The required utility easements along street frontages shall include language to allow for these areas to be used for snow storage. Typically, a 10-foot snow storage easement is required above Deer Valley Drive (approximate elevation of 7,200 feet). A five feet easement is necessary below this elevation.
14. Lockout units are not permitted unless specifically approved.
15. The infrastructure review and approval is transferrable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or termination of the permit as specifically conditioned.

Exhibit B - Standard Project Conditions

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: August 21, 1997
DEPARTMENT: Planning Department
AUTHOR: Alison Kuhlow AK
TITLE: Revisions to Title 12, Signs, of the Park City Municipal Code
TYPE OF ITEM: Work Session and Public Hearing

<u>SUMMARY RECOMMENDATIONS</u>:
The staff requests City Council continue discussion on this item to allow staff adequate time to address the concerns expressed during the July 31, 1997 City Council Meeting.

PARK CITY

COUNCIL AGENDA REPORT

DATE: August 21, 1997
DEPARTMENT: Public Works
AUTHOR: Hope Bleecker, Transportation Director Hope 8/18/97
TITLE: Replacement Vehicle Grant Proposal
TYPE OF ITEM: Public Hearing

SUMMARY RECOMMENDATIONS: Authorize staff to apply for $112,000 in FTA Section 5311 grant funds toward the purchase of two paratransit replacement vehicles and one supervisor vehicle to replace existing equipment.

DESCRIPTION:

A. Topic.

Proposal to apply for FY 97 funding under Section 5311, Federal Transit Act of 1992, as amended.

B. Background.

The Public Works Department applies for annual transportation grant appropriations under Section 5311 of the Federal Transportation Act each year. This year the department is submitting an application for replacement of three vehicles which are integral to the operation of transit service in Park City. The proposed FY 98 application specifies the purchase of two 20-foot diesel powered vans for replacement of current equipment within the City's paratransit fleet. Also included in the application is a request for a supervisor vehicle which will be used for operational tasks related to management of the bus system.

C. Analysis.

The total purchase price of the two paratransit vans is estimated at approximately $120,000. The grant application specifies a reimbursement request of $96,000 (80%) for the two vehicles. The required local match for the two paratransit vehicles is $24,000. The proposed acquisition is for (2) 12-passenger vehicles, normally referred to as "cutaways". They are similar in appearance to the Ford Eldorados which are used for Silver Lake service. The vehicles would be used exclusively in demand response service operated in Park City. The proposed vehicles are replacements to 1) a 1987 four wheel drive senior van and 2) a used 1986 Ford minibus which was acquired in 1993. Paratransit service requires traversal of extremely steep grades in icy treacherous conditions with constant starts and stops. The specifications require adequate air and heating systems, wheelchair lifts, and special snow tires. The 1987 "orange senior bus" carries 7 persons. The department is specifying a greater passenger capacity on the new purchase to ensure that the vehicles can be operated for expanded Dial- A- Ride services if they are approved as part of the City's long-range plan. Bidding will commence following the notification of funding award by the Utah Department of Transportation. The department goal is to take delivery on the purchase no later than March 1998.

Also specified within the application are monies for a new supervisor vehicle. This vehicle will replace the existing 1987 jeep which is typically operated by transit supervisors during transit operations hours for transit service inspection and other related business. The amount programmed for the purchase of the new vehicle is $20,000. The local match required is $4,000.

D. Department Review.
This proposal has been reviewed by the Director of Public Works and the Finance Director.

ALTERNATIVES:

A. Approve Submittal of the Grant Application
Through authorization of the grant application, Council would commit to receiving federal dollars in order to supplement local expenditure. This action authorizes a 20% match on all funding received. Staff will be required to submit recommendations for purchase following the bid process.

B. Disapprove Submittal of the Grant Applications
If Council does not approve the submittal, no federal dollars will be received, which means that the City will pay the full purchase price of the replacement vehicles.

C. Delay Submittal of the Grant Proposal
If this application is not approved, the vehicles will not be purchased. The existing equipment has the potential to fail within the next winter season.

SIGNIFICANT IMPACTS:
The City is eligible to receive up to 80% of the total cost for this acquisition. The amount of Section 5311 funds appropriated by Congress varies annually. The state has additional discretion regarding the award amounts. Therefore, the exact award to be received by Park City is unknown. Historically, the Department has received 75-80% reimbursement on recent capital grant applications, which in this case equals a maximum of $112,000. The local share of the project is anticipated to be $28,000. By authorizing this grant proposal, City Council will need to revise the Transportation Fund Budget during the budget review process. It is anticipated that dollars from the fund balance will be used for these vehicles.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
The net result of not approving submittal of these applications may be the unnecessary expenditure of approximately $112,000 from the vehicle replacement fund in a subsequent year. If the Council does not authorize this proposal, there is a potential of losing federal dollars which may be limited or unavailable in the future.

RECOMMENDATION:
Authorize staff to submit the FY 98 application for vehicle replacement funding in the amount of $112,000 for two paratransit vehicles and one replacement supervisor automobile. Total cost of the purchase will not exceed $140,000. The local share needed for this project is $28,000.

PARK CITY MUNICIPAL CORPORATION

PARK CITY TRANSIT

APPLICATION

for

FEDERAL FUNDING

under

SECTION 5311

of the

FEDERAL TRANSPORTATION ACT

of 1992

August 15, 1997

PARK CITY TRANSIT

CAPITAL IMPROVEMENT PROJECT

TABLE OF CONTENTS

INTRODUCTION

This application requests capital funding for two paratransit vans and one supervisor vehicle. The vehicles scheduled for replacement have exceeded the useful life and mileage criteria set forth by the Federal Transit Administration. The project is further described in Section 1.

SECTION I

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PROJECT DESCRIPTION

1. TWO (2) 20', FOUR WHEEL DRIVE, LIFT EQUIPPED, BODY-ON-CHASSIS VANS AND ONE (1) FOUR WHEEL DRIVE, SUPERVISORY STAFF CAR.

* Previous history of vehicles of proposed replacement.

Senior Van
In 1986 Park City Municipal Corporation received a Section 18 grant for (1) one 20' accessible, four wheel drive, high top van. The current mileage is 109,579.

Senior Bus 20-passenger
In 1993 the City received a grant to replace a 1978 van used primarily as a dinner shuttle for local senior citizens. The van was replaced with a used 1986 Ford mini-bus. The current mileage is 133,912.

Supervisor Jeep
In 1988 the City received a grant to purchase (1) one new supervisory staff car for daily transit operations, statewide conferences, supervisory duties, etc. The current mileage is 71,390.

The proposed vans are necessary as one primary and one spare to adequately supply the paratransit service. Park City's senior/paratransit service is a door-to-door service that operates within the City limits. The majority of trips are made along steep and narrow streets and during periods of inclement weather and they therefore require four wheel drive specification.

The supervisory staff car is necessary for staff to perform activities related to oversight of the system.

PROJECT COORDINATION

1. Public and private transportation companies in the Park City area include:

   a. Park City Transportation - A Park City based company that provides rental cars, taxi and limousine service between the Salt Lake City International Airport and Park City, Park City and Wasatch Front Ski Areas, Heber-Midway area to Park City, as well as, taxi service within Park City.

   b. Yellow Cab Company - Salt Lake based company that provides transportation between Salt Lake City and Park City. They do not provide regularly scheduled services within the Park City area.

   c. All Resort Express - A Park City based company that provides taxi service between the Salt Lake City International Airport and Park City, and within the Park City area.

   d. Daytrips Transportation - A Park City based company that provides taxi service between Salt Lake City and Park City, to other ski areas and within the Park City area.

   e. Avis Rent A Car - A national car rental company that has an office in Park City during ski season only.

   f. Hertz Rent A Car - A national car rental company that has an office in Park City and at the Salt Lake City International Airport.

   g. Budget Rent A Car - A national car rental company that has an office in Park City and at the Salt Lake City International Airport.

   h. National Car Rental - A national car rental company that has an office at the Salt Lake City International Airport.

   I. Lewis Brothers Stages - A Salt Lake based company that provides transit services to and from Park City, Salt Lake City International Airport and other Wasatch Front Ski Areas.

   j. Le Bus - A Salt Lake based company that provides service from the Salt Lake City International Airport and Park City and to other Wasatch Front Ski Areas.

   k. Old Miner Park City Taxi & Tours - A Park City based company that provides taxi and tour service to mining areas, Deer Valley and in Park City proper.

   l. Snowcab - A Park City based company that provides taxi service between Salt Lake City and Park City, to other ski areas and within the Park City area.

These transportation providers were contacted by mail and invited to comment on how the project would affect their operation. No comments have been received.

PROJECT COORDINATION cont.

2. The Park City Senior Citizen Center is a non-profit organization operated by Summit County. Through City funding and management, they are provided a no-fare door to door shuttle service exclusively for senior citizens and the disabled according to ADA guidelines. This Transportation Division operates a dial-a-ride service which utilizes one wheelchair lift equipped van and one-24 passenger cutaway van. No other social service agencies exist in Park City that have a need to purchase transportation services.

3. The total dollar amount in the vehicle replacement fund at the end of FY97, including contributions from previous years, is $2,039,876. The amounts and sources of funds used to operate and purchase vehicles are as follows:

FISCAL YEAR 1995

Expenditures:		
Operational Costs		$ 1,241,093
Vehicle Replacement Fund		420,384
Capital Improvements		19,322
	Total	$ 1,661,477
Revenues:		
City Tax Revenues		$ 1,403,203
Business License Fees		436,175
Miscellaneous Revenues		212,613
DOT Contributions		8,400
	Total	$ 2,060,391

FISCAL YEAR 1996

Expenditures:		
Operational Costs		$ 1,346,704
Capital Improvements		275,063
	Total	$ 1,621,767
Revenues:		
City Tax Revenues		$ 1,591,107
Business License Fees		479,879
Miscellaneous Revenues		224,873
	Total	$ 2,295,859

Note: Surplus funds are placed annually in reserve for future vehicle replacement and capital enhancements.

PROJECT COORDINATION Cont.

4. PUBLIC INVOLVEMENT

Businesses in the Park City area, as well as concerned citizens and special interest groups (the elderly and disabled), have voiced support for the project. They desire continuation of a viable transit system within Park City.

A public hearing will be held on August 21, 1997 at 6:00 p.m. in the Yarrow Hotel located at 1800 Park Avenue in Park City. The purpose of the hearing is to solicit comments and/or receive input on this proposal for Federal Funding.

5. PARTICIPATION OF PRIVATE ENTERPRISE

Local transportation companies have been notified of the City's intent to apply for federal funds. They have been asked to direct their concerns and input on the project to the Director of Transportation, Park City Municipal Corporation.

6. ENVIRONMENTAL ASSESSMENT

In accordance with 23 CFR Part 771, the procurement of capital in this grant application qualifies as a Class II Categorical Exclusion based on past experience with similar actions that do not involve significant environmental impacts. They are actions which do not induce significant impacts to planned growth or land use for the area; do not require the relocation of people; do not have significant impact on any natural, cultural, recreational, historic or other resources; do not involve significant air, noise or water quality impacts; do not have significant impacts on travel patterns; or do not otherwise, either individually or cumulatively, have any environmental impacts.

7. PROPOSED BUDGET

FISCAL YEAR ENDING 1997

		Total Cost
Capital Improvements:		
	(2) 20' 4x4 Mini-Buses	$ 120,000
	(1) Supervisor Staff Car	20,000
	Total:	$ 140,000
Funds:		
	Federal Funds (80%)	$ 112,000
	City Funds (20%)	28,000
	Total:	$ 140,000

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PROJECT COORDINATION Cont.

8. PROVISIONS FOR ELDERLY AND DISABLED

Park City Municipal Corporation provides funding and management to operate a no-fare shuttle bus service exclusively for the elderly and disabled of the community, including visitors. This service operates on a dial-a-ride concept which utilizes one, 4x4 wheelchair lift equipped van and one-24 passenger cut-away van. These vans are capable of traversing the streets which are not accessible to the larger buses due to street width, grade and winter snow conditions.

The service is made available to the public between the hours of 8:00 a.m. and 10:30 p.m. the same hours as normal fixed route service. Scheduling occurs from 8:00 a.m. to 5:00 p.m. during normal business hours, Monday through Friday. After normal business hours, service requests can be made by using "next day reservation" in accordance with ADA Regulations.

In addition to this service, Park City Municipal Corporation has made a special effort to provide accessible transportation to all disabled persons, including wheelchair users and semi-ambulatory individuals. Currently 100 percent of the fixed-route fleet is wheelchair accessible. Through this procurement the City will be able to provide 100 percent accessibility in senior and paratransit service by the end of 1997.

SECTION II

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LINE ITEM
COST ESTIMATES

1.	Two (2) 20' 4x4 Mini-buses - 12 passenger ($60,000 per coach)		$ 120,000
	One (1) Supervisor Staff Car		20,000
		Total:	$ 140,000

Total Requested from Section 5311 Funds		$ 112,000
Matching Funds By Park City		28,000
	Total:	$ 140,000

SECTION III

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

Park City Municipal Corporation

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the U.S. Department of Transportation to the end that, in accordance with Title VI of the Act, no person in the United States shall, on the grounds of color, race, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department under Federal Transit Administration programs; and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient by the Department under Federal Transit Administration programs, the assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided this assurance shall obligate the Recipient for the period during which it retains ownership or possession of property. In all other cases, this assurance shall obligate the Recipient for the period during which the Federal financial assistance is extended to it by the Department under Federal Transit Administration programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department under Federal Transit Administration programs. The Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Recipient, its successors, transferees, and assignees. The persons whose signature appears below are authorized to sign this assurance on the behalf of the Recipient.

Signed By: Hope C. Bleecker
Hope Bleecker

Title: **Director of Transportation**

Date: **August 15, 1997**

STANDARD ASSURANCE WITH REGARD TO NONDISCRIMINATION ON THE BASIS OF DISABILITY AS REQUIRED BY 49 CFR PART 27

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Park City Municipal Corporation, desiring to avail itself to Federal financial assistance from the United States Department of Transportation, hereby gives assurance that no qualified disabled person shall, solely by reason of his or her disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from Federal financial assistance provided by the U.S. Department of Transportation.

The Applicant/Recipient further assures that its programs will be conducted, and its facilities operated in compliance with all the requirements imposed by or pursuant to 49 CFR Part 27.

Park City Municipal Corporation
Legal Name of Applicant/Recipient

Hope E. Bleecker

Hope Bleecker , Director of Transportation

August 15, 1997
Date

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CHARTER AND SCHOOL BUS PROVISION

Park City Municipal Corporation

HEREBY AGREES, as a condition to the approval of any Federal financial assistance from the United States Department of Transportation, to comply with Title 49, Code of Federal Regulations 604 and 605, "Charter Bus and School Bus Provision". Local Buses may not provide charter or sightseeing services outside their service area. Within the service area, charter and sightseeing services can only be provided on an incidental basis. "Incidental" is defined as those operations which do not interfere with regular service as proposed in the project application. The following uses are presumed not to be incidental:

1. Weekday charters which occur during peak morning rush hours.
2. Weekday charters which require vehicles to travel more than 50 miles beyond the service area.
3. Weekday charters which require the use of a particular vehicle for more than a total of 6 hours in any 1 day.

Local projects may not engage in school bus operations, exclusively or the transportation of students and school personnel in competition with private school bus operators. Vehicles must remain open to the public at all times and be clearly marked for public use.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants and loans extended after the date hereof to the Recipient by the Department under Federal rural mass transportation programs. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Park City Municipal Corporation
Legal Name of Applicant

Hope E Bleech

Hope Bleecker, **Director of Transportation**

August 15, 1997
Date

RECIPIENT CERTIFICATION OF AGREEMENT
TO COMPLY WITH THE SPECIAL SECTION 13© WARRANTY
FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM

WHEREAS, the Special Section 13© Warranty for the FTA Section 5311 program for non-urbanized areas, when complied with and agreed to by any designated Recipient, allows Section 5311 funds to flow, and

WHEREAS, the terms and conditions of the Warranty shall apply for the protection of the transportation related employees of any Recipient and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

NOW, THEREFORE, the **PARK CITY MUNICIPAL CORPORATION**.

located at Park City, Summit County, Utah 84060, telephone 801-645-5120 hereby agrees in writing to accept the terms and conditions of the Warranty, in the absence of a finding of non-compliance; and hereby agrees to be bound by certain specified terms and conditions of the National (model) agreement executed July 23, 1975, which are incorporated into the Warranty by reference.

Hope E. Bleecker

Hope Bleecker, Director of Transportation

WITNESS:

Pamela U. Evans

Notary Public

NOTARY PUBLIC
PAMELA U. EVANS
1680 West Spring Meadows
Kamas, Utah 84036
My Commission Expires
July 13, 1998
STATE OF UTAH

August 15, 1997

Date

PROJECT COORDINATION

Park City Municipal Corporation hereby certifies that: As of August 15, 1997, Park City Municipal Corporation has received no responses to letters mailed to the other transportation providers located in this service area.

The letters were mailed on July 25, 1997, which has provided the required time period for responses.

Signed: Hope C. Bleecker

Hope Bleecker

Title: **Director of Transportation, Park City Municipal Corporation**

Date: **August 15, 1997**

PROCEDURE FOR RESOLUTIONS OF CONFLICT

Any resolutions of conflict between Park City Municipal Corporation and private enterprise will be dealt with within the following procedure:

1. Meeting with Park City Director of Transportation;
   If no resolution, refer to City Attorney.
2. Meeting with City Attorney;
   If no resolution, refer to City Council.
3. Hearing with City Council;
   If no resolution, refer to Courts.

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Park City Municipal Corporation satisfies the transit needs of any minorities within its service area. The Transportation Department's bus routing is based on the concentration of potential riders from local residents and visitor population, with no exceptions due to color, race, sex or national origin.

Signed: ______________________________

Hope Bleecker

Title: **Director of Transportation, Park City Municipal Corporation**

Date: **August 15, 1997**

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Park City Municipal Corporation will strive to obtain the goals set forth by the U.S. Department of Transportation in Title VI of the Civil Rights Act of 1964 (P.L. 88-352), by soliciting bids from the Minority Business Enterprises. Park City will award 10 percent of it's federal funding to WMBE's women and minority owned businesses.

Signed: Hope E. Bleecker
Hope Bleecker

Title: **Director of Transportation, Park City Municipal Corporation**

Date: **August 15, 1997**

ENVIRONMENTAL ASSESSMENT

Prosped improvements to the Park City Bus System are typical of Section 5311 Projects. Based on Park City's Environmental Assessment, the Project should be considered as a "Categorical Exclusion".

Signed: Hope E Bleecker
Hope Bleecker

Title: **Director of Transportation, Park City Municipal Corporation**

Date: **August 15, 1997**

BIDDER CERTIFICATION

Certification of Compliance With Section 165 (a)

The bidder hereby certifies that it will comply with the requirements of Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Signed: Hope Edmond Bleecker
Hope Bleecker

Title: **Director of Transportation**

Park City Municipal Corporation

Date: **August 15, 1997**

Certificate of Non-Compliance With Section 165 (a)

The bidder hereby certifies that it cannot comply with the requirements of Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to Section 165 (b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations of 49 CFR 661.7.

Signed: ______________________
Hope Bleecker

Title: **Director of Transportation**

Park City Municipal Corporation

Date: **August 15, 1997**

BIDDER CERTIFICATION

Certificate of Compliance With section 165(b)(3)

The bidder hereby certifies that it will comply with the requirements of Section 165(b)(3), of the Surface Transportation Assistance act of 1982, as amended, and the regulations of 49 CFR 661.11.

Signed: Hope E. Bleecker
Hope Bleecker

Title: **Director of Transportation**

Park City Municipal Corporation

Date: **August 15, 1997**

Certificate for Non-Compliance With Section 165(b)(3)

The bidder hereby certifies that it cannot comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Act, as, amended, and regulations in 49 CFR 661.7.

Signed: ______________________
Hope Bleecker

Title: **Director of Transportation**

Park City Municipal Corporation

Date: **August 15, 1997**

PARK CITY
1884

CITY COUNCIL
STAFF REPORT

DATE: **August 14, 1997**
DEPARTMENT: **Planning Department**
AUTHOR: **Megan B. Ryan**
TITLE: **Amendment to Lighting Standards in Chapter 9.5. (g) and (i) and Chapter 13.2 (c) of the Land Management Code**
TYPE OF ITEM: **Legislative**

SUMMARY RECOMMENDATIONS: Discuss staff's response to the items raised at the July 21st Work Session and conduct a public hearing on the proposed amendments to the standards for commercial and parking lot lighting in Park City.

DESCRIPTION:

A. Topic.

The following are proposed amendments to Chapter 9 and Chapter 13 of the Land Management Code in regards to lighting standards. The objective of these amendments is to provide for uniform, low glare, controlled, energy efficient light sources in our mountain community. These amendments will meet one of the City Council's 1996 top priorities.

B. Background.

Process to date:

The proposed amendments were discussed with at the Planning Commission level on the following dates:

1. Work Session - meeting of April 23.
2. A public hearing was held on May 14, 1997. No public testimony was given.
3. A second public hearing was held on June 25, 1997. No public testimony was given.

The Planning Commission voted on June 25, 1997 to forward a positive recommendation to the City Council on this item.

C. Analysis.

On July 21st the City Council reviewed the proposed amendments to Chapter 9 and Chapter 13. The following comments were made:

1. Include lighting standards in new residential subdivisions. Provide an information sheet to projects for insertions in the CC&R's.

Staff Response: Staff will request that new subdivisions use the standards. An information sheet has been completed, See Exhibit D.

2. Maintain Historic Fixtures in Old Town.

Staff Response: Provisions were added to Section 6.1, Exhibit B.

3. Technical clarifications and wording.

Staff Response: The corrections were made.

What are the Changes?

The proposed changes apply to Sections 9.1, and 9.5 (g) and (i) and 13.2 (c) of the Land Management Code. Staff has significantly altered the format and order of Section (i) and has provided the **existing code first** as Exhibit A and the **proposed rewrite second** as Exhibit B. Amendments to Section 13.2 (c) is provided as Exhibit C.

D. Department Review

The Community Development Department, Legal Department and Public Works Department have reviewed these proposed changes.

PUBLIC INPUT

Two public hearings have been held at the Planning Commission. No input was given at either of the Planning Commission meetings. The notice for both hearings for these proposed amendments was noticed in the Park Record 14 days prior to the public hearing. Two phone calls have been received from residents, one from Kevin Daimen and one from David Berry. Both were interested in learning about the proposed amendments and Berry, an Aerie lot owner, specifically wanted the Commission to consider regulating obtrusive lights on hillside residences. The proposed amendments were noticed for the City Council hearing on August 6, 1997. Staff also broadcast the proposed changes on the local KPCW radio Station program on August 11, 2997. No input has been received at this time.

SIGNIFICANT IMPACTS:

The proposed amendments will hopefully clarify the existing confusion in the current application of the lighting standards and:

- The enforcement time will not be increased through neither these changes nor the building permit review process.
- Property owners will incur additional expense by having to retrofit any unshielded light sources or fixtures that do not accommodate high pressure sodium bulbs.

- New developments will not incur any additional costs and will actually recoup costs over the long run by using energy efficient, low maintenance light sources.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

Without taking the recommended action as the buildout of the city occurs the ability of visitors and residents to see the night sky will diminish. With the recommended action we may be able to preserve at least one element of the mountain community in which we live.

ALTERNATIVES

A. Leave the amendments as currently drafted.
B. Modify the proposed changes.
C. Rethink the ordinance entirely.

RECOMMENDATION:

Conduct a public hearing and direct staff as to any changes modifications or redirection of the proposed changes. This item is scheduled again for Council review and possible action on September 18, 1997.

EXHIBITS

Exhibit A – Chapter 9.1 and 9.5, (g) and (i) - Current
Exhibit B – Chapter 9.1 and 9.5, (g) and (i) - Proposed
Exhibit C – Chapter 13.2 (c) - Current and proposed
Exhibit D – Information sheet for new subdivisions – First Draft

EXHIBIT A

Existing Code Chapter 9:

9.1. **POLICY AND PURPOSE**. As a community dependent upon the tourism industry, the atmosphere and aesthetic features of the community take on an economic value for the residents and property owners of Park City. It is in the best interests of the general welfare of the community to protect the aesthetic values of the community through the elimination of those architectural styles, and those building materials which, by their nature, are foreign to this area, and this climate, and therefore tend to detract from the appearance of the community. Park City's older neighborhoods are a National Register Historic District, which is a point of considerable importance to the tourism industry. New development, while distinct from the Historic District, should not detract from it. Park City is densely developed due to the shortage of level, buildable land. The effects of one development are felt on the community as a whole. It is the policy of the City to foster good design within the constraints imposed by climate, land ownership patterns, and a unified architectural theme.

9.5. **ARCHITECTURAL DESIGN GUIDELINES**

(i) Lighting. With the exception of Americans with Disabilities Act lighting requirements and street lighting (regulated separately under Section 540 of the following design standards shall apply when exterior lighting is proposed and/or required:

1. Shielding. Exterior lighting shall be shielded and directed downward so that the light source (the actual bulb) is not visible from beyond the property line on which the structure is located. Exterior lighting shall not project above the horizontal plane of the building.

2. Color. Warm lighting colors are required. The blue-white colors of florescent and mercury vapor lamps are prohibited. Lamps emitting a color temperature in excess of 5,000 degrees Kelvin are prohibited.

3. Parking Area Lighting. In parking lots, a minimum foot candle of 1.0 at the perimeter and between light sources, and a maximum of 5.0 foot candles under light fixtures are required. The height of light fixtures shall be in proportion to the building mass and no more than 14 feet high. When all businesses are closed, only a minimum of security lighting shall be maintained. Shielded spotlights may be used when highlighting trees, artwork or other special landscape features. Lighting fixtures affixed to structures for the purposes of lighting parking areas shall be prohibited.

4. Advertising. The operation of searchlights or similar sources for advertising, display or any other commercial purpose is prohibited.

EXHIBIT B

CHAPTER 9 – Proposed Changes

9.1. <u>**POLICY AND PURPOSE**</u>. As a community dependent upon the tourism industry, the atmosphere and aesthetic features of the community take on an economic value for the residents and property owners of Park City. It is in the best interests of the general welfare of the community to protect the aesthetic values of the community through the elimination of those architectural styles, and those building materials which, by their nature, are foreign to this area, and this climate, and therefore tend to detract from the appearance of the community. Park City's older neighborhoods are a National Register Historic District, which is a point of considerable importance to the tourism industry. New development, while distinct from the Historic District, should not detract from it. Park City is densely developed due to the shortage of level, buildable land. The effects of one development are felt on the community as a whole. It is the policy of the City to foster good design within the constraints imposed by climate, land ownership patterns, and a unified architectural theme.

Proposed Addition:

It is also the intent of this section to encourage lighting practices and systems which will minimize light pollution, glare, and light trespass; conserve energy and resources while maintaining night time safety, utility, and security; and curtail the degradation of the night time visual environment. It is recognized that the topography, atmospheric conditions and resort nature of Park City are unique and valuable to the community. The enjoyment of a starry night is an experience the community desires to preserve. The City of Park City, through the provisions herein contained, promotes the reduction of light pollution that interferes with enjoyment of the night sky.

9.5

(g) <u>Skylights and Solar Panels</u>. Skylights and solar panels must be designed to fit flush with the roof surface, or up to a maximum of two feet above the roof's surface. No reflective materials may be used unless thoroughly shielded to prevent reflection into adjoining or nearby properties.

Proposed Addition:

Lighting directed upwards, or resulting in direct illumination of skylights is prohibited.

(i) <u>**Lighting.**</u>

<u>**Section 1. Purpose**</u>. The functional objectives in providing exterior area lighting are to illuminate areas necessary for safe, comfortable and energy efficient use.

Lighting standards generally applied and recommended by the Illuminating Engineer's Society of North America may not necessarily be in accord with preserving the dark quality of the night sky in Park City.

Section 2. Conformance with applicable codes. All outdoor electrically powered illuminating devices shall be installed in conformance with the provisions of this Code, the Building Code, the Electrical Code, and the Sign Code under the appropriate permit and inspection.

Section 3. Definitions. As used in this Code, unless the context clearly indicates, certain word and phrases used in this chapter shall mean the following:

3.1. " Installed" means the attachment, or assembly fixed in place, whether or not connected to a power source, of any outdoor light fixture.

3.2. "Light Source" means a single artificial point source of luminescence that emits measurable radiant energy in or near the visible spectrum.

3.3. "Lumen" means a measurement of light output. One lumen output equals one foot candle.

3.4 "Luminaire" means a complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

3.5. "Footcandle" means a unit for measuring the amount of illumination on a surface. The measurement is candlepower divided by distance.

3.6. "Horizontal Footcandle (hfc)" means a unit of illumination produced on a surface, all points of which are one (1) foot from a uniform point source of one (1) candle.

3.7. "Average Footcandle (afc)" means the level of light measured at an average point of illumination between the brightest and darkest areas. The measurement can be made at the ground surface or at four to five feet above the walkway surface.

3.8. "Cutoff-type Luminaire" means a luminiare with elements such as shields, reflectors, or refractor panels that direct and cut off the light at a cutoff angle that is less than ninety (90) degrees.

3.9 "Partially Shielded" means luminaries that are constructed so that no more than ten percent of the light rays are emitted by the installed fixtures at angles above the horizontal plane as certified by a photometric test report.

3.10 "Fully Shielded" means outdoor light fixtures shielded or constructed so that no light rays are emitted by the installed fixtures at angles above the horizontal plane as certified by a photometric test report.

3.11. "Filtered" means any outdoor light fixture which has a glass, acrylic, or translucent enclosure of the light source. Quartz glass does not meet this requirement.

3.12. "Outdoor Light Fixture" means electrically powered illuminated devices, outdoor lighting or reflective surfaces, lamps and similar devices, permanently installed or portable, used for illumination or advertisement. Such devices shall include but are not limited to exterior lights for:

1. multifamily buildings over four units
2. hotel, commercial and light industrial structures;
3. recreational areas;
4. parking lot lighting;
5. landscape lighting for commercial, hotel, multi-family over four units and light industrial developments;
6. billboards and other signs (advertising or others)
7. street lighting;
8. outdoor product display area lighting;
9. building overhangs and open canopies (including gas stations);
10. underground parking garage entryways and:
11. public and private pedestrian thoroughfares.

Section 4. Approved Materials and Methods of Construction or Installation/Operation. The provisions of this code are not intended to prevent the use of any design, material or method of installation or operation not specifically prescribed by this Code, provided any such alternate has been approved. The building official may approve any such proposed alternate providing that he/she finds that it:

A. provides at least approximate equivalence to that applicable specific requirement of this Code
B. is otherwise satisfactory and complies with the intent of this Code; or has been designed
C. or approved by a registered professional engineer and content and function promotes the intent of this Code.

Section 5. Submissions of Plans and Evidence of Compliance with Code.

Sec. 5.1. Submission Contents. The applicant for any permit required by any provisions of the laws of this jurisdiction in connection with proposed work involving outdoor lighting fixtures shall submit (as part of the application for permit) evidence that the proposed lighting fixtures and light source will comply with this Code. The submission shall contain but shall not necessarily be limited to the following, all or part of which may part or in addition to the information required elsewhere in the laws of this jurisdiction upon application for the required permit:

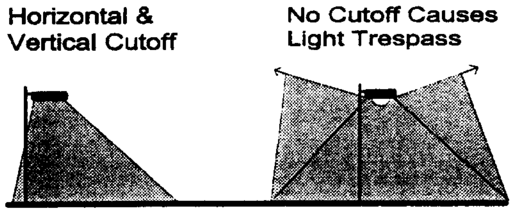
A. plans indicating the location on the premises, and the type of illumination devices, fixtures, lamps, supports, reflectors, installation and electrical details;
B. description of illuminating devices, fixtures, lamps, supports, reflectors, and other devices and the description may include, but is not limited to, catalog cuts by manufacturers, and drawings, (including section where required);
C. photometric data, such as that furnished by manufacturers or similar showing the angle of the cut off or light emission. The staff may also request a point by point light plan if necessary.

Section 5.2. **Lamp or Fixture Substitution**. Should any outdoor light fixture or the type of light source therein be changed after the permit has been issued, a change request must be submitted to the Community Development Department for approval, together with adequate information to assure compliance with this Code, which must be received prior to substitution.

Section 6. Shielding. All non-exempt outdoor lighting fixtures shall have shielding as required by Table 6 of this Code.

6.1 Historic District Shielding and Fixture Exemption. Fixtures in the HR1, HR-2, HTO, HCB, and HRC Zoning Districts that replicate a historic fixture shall be permitted to be installed without partial shields with the approval of the Community Development Director. Refractors that direct the light downward shall be installed if the bulb is exposed. Historic Fixtures that are fifty years or older and contribute to the architectural and cultural character of the Historic District may be retained. Wattage and light source requirements as outlined below apply to all zones throughout the City.

Pole Lights



Shielded Spot

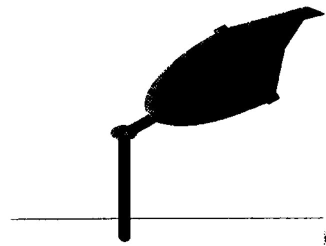


Table 6. Permitted Light Sources, Shielding and Maximum Wattage requirements.

Light Source	Fully Shielded	Partially Shielded	Wattage (Maximum per fixture)
Amber High Pressure Sodium[1] (Color Corrected)		X	75
Metal Halide[2]	X		1000
Low Voltage/Halogen[3]		X	50
Fluorescent[4]		X	75
Other Sources	* As approved by the Community Development Director		

X denotes the required standard.

[1] This is the standard light source for Park City and Summit County unless otherwise noted in a specific section. Fully shielded fixtures are preferred but not required with this light source. Other sources are only permitted as noted. Wattages outlined are the maximum and can be decreased under the building permit review process depending on the number and location of the fixture on each project. In no case shall the levels be reduced to levels below the Illuminating Engineering Society (IES) minimum standards.

[2]Metal Halide sources shall be permitted only for recreational sport field or ski area uses and installed only in fully enclosed luminaries. Metal Halide lights shall also be filtered.
[3]Low voltage/Halogen sources are permitted in landscaping lighting only
[4]Fluorescent sources shall only be used for exterior lighting upon approval of the Community Development Director in specific cases where safety or hardship issues are demonstrated.

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Section 7. Gas Station Canopies. Gas station canopies may not exceed an average light level of thirty (30) foot candles and the maximum point should not exceed sixty (60) foot candles within the area directly underneath the canopy.

Section 8. Area Lighting - Building Canopy and Soffit, Wall Mounted. Area, stand alone or wall mounted fixtures shall not be mounted above eighteen feet (18) as measured from the top of the fixture to the adjacent grade or horizontal plane being lit by the fixture.

Section 9. Landscape Lighting. The primary function of landscape lighting is to provide illumination for pathways, steps, and entrances to buildings.

9.1 Pathway lighting. Two types of lights can be selected: Three-foot bollards with louvers and ten-foot, pole mounted, down-directed luminaries. Bollard lights may be low voltage or up to 50-watt incandescent bulbs. The intent of pathway lights is to provide pools of light to help direct pedestrians along the path, not to fully illuminate the path. Steps and path intersections should be illuminated for safety. A maximum foot candle permitted on the ground is 2 horizontal foot candles or less.

9.2 Highlighting, backlighting. Only low voltage systems are permitted. Lights must be partially shielded and light must not be directed off the property. A maximum foot candle permitted at 10' is 0.6 horizontal foot candles. Up-lighting is prohibited.

9.3 Moonlighting. Low voltage systems may be placed in trees or on buildings to give the effect of moonlight. Lights must be down-directed and partially shielded. A maximum foot candle permitted at 10' is 0.25 horizontal foot candles. Up-lighting is prohibited.

Section 10. Recreational Lighting. Because of their unique requirements for night time visibility and their limited hours of operation, baseball diamonds, playing fields, tennis courts and ski area runs may use the light source permitted under Table 6 of this Section of the Code with the following conditions and exceptions:

10.1. The height of outdoor recreational posts shall not exceed seventy (70) feet above natural grade.

10.2. All fixtures used for event lighting shall be fully shielded as defined in Section 3 of this Code, or be designed or provided with sharp, cutoff capability, so as to minimize up-light, spill light and glare.

10.3. Recreational lighting shall be turned off within 30 minutes of the completion of the last game or event. In no case shall recreational lighting occur after 11:30 p.m.

Section 11. Outdoor Display Lots. Any light source permitted by this Code may be used for lighting of outdoor display lots such as but not limited to, automobile sales or rental, recreational vehicle sales, building material sales, and seasonal goods, provided all the following conditions are met:

11.1. All fixtures shall be fully shielded as defined in Section 3 of this Code.

11.2. Display lighting shall be turned off within 30 minutes of closing of the business. Any lighting used after 11 p.m. shall be used as security lighting. Security lighting shall be required to be motion sensitive not permanently illuminated.

Section 12. Prohibitions. The following light fixtures and light sources are prohibited: Mercury Vapor Lamps, Laser Light sources, Unshielded Floodlights or Spotlights, and Searchlights.

Section 13. Other Exemptions.

13.1. Nonconformance. All other outdoor light fixtures lawfully installed prior to and operable on the effective date of the ordinance codified in this chapter are exempt from all requirements of this Code. There shall be no change in use or lamp type, or any replacement or structural alteration made, without conforming to all applicable requirements of this code.

13.2. Fossil Fuel Light. All outdoor light fixtures producing light directly by the combustion of natural gas or other fossil fuels are exempt from the requirements of this Code.

Section 14. Temporary Exemption.

14.1 Requests. Any person may submit a written request to the Community Development Director for a temporary exemption request. A temporary exemption request shall contain the following information:

A. Specific exemption or exemption request;
B. Type and use of outdoor light fixture involved;
C. Duration of time for requested exemption;
D. Total wattage;
E. Proposed location on site;
F. Description of event or reason for need of exemption;
G. The Community Development Department staff may require such other data as deemed necessary.

14.2. Approval; Duration. The Community Development Department shall have ten business days from the date of a complete submission of the temporary request to act, in writing, on the request. The Community Development Department shall approve the request if it finds that the exemption is necessary for public safety, security or other public necessity and the exemption does not materially subvert the purpose of this Chapter. If approved, the exemption shall be valid for not more than thirty days from the date of approval. The approval shall be renewable by the Community Development Director upon consideration of all the circumstances and provided a finding of public safety/necessity is made, and no intent to circumvent the intent of this chapter is present. Each such renewed exemption shall be valid for not more than thirty days.

14.3. Denial/Appeal. If the request for a temporary exemption is denied, the person making the request, in writing, may appeal the decision to the Planning Commission within ten (10) days of the denial as provided for in Chapter 3 of this Code.

EXHIBIT C

Chapter 13, Off- Street Parking, Section 13.2 (c)

EXISTING:

Lighting. Lots shall be illuminated with standards arranged so as to reflect light away from any adjoining residential buildings.

PROPOSED:

Parking Lot Lighting.

Amber colored high pressure sodium or amber colored low pressure sodium color corrected light sources are the light sources permitted for this use. Lighting fixtures affixed to structures for the purposes of lighting parking areas shall be prohibited. Light levels should be designed with minimum trespass off-site by using a cut-off luminaire that is fully shielded with no light distributed above the horizontal plane of the luminaire.

1. Maximum Light Distribution. For uniformity in lighting and prevention of shadows, an average horizontal foot candle (hfc) of four, (4), over the site is the maximum allowed.

2. Pole Height/Wattage/Design. Lighting pole height, or luminaire mounting height, should be related to the size of the parking lot, building mass, location of the site with respect to other lighting sources, and surrounding land uses. Luminaire mounting height shall be in the range of 14', 16', 18' or 20' as determined by the Community Development Department. The maximum height shall only be permitted at the review and approval of the Community Development Department with specific findings. In general, higher poles would be considered appropriate for large parking lots exceeding 200 stalls that are not in close proximity to residential areas. Topography or other site features may also warrant the use of taller poles.

The luminaire for 14 and 16 foot poles shall not exceed 100 watts. The lamp for 18 and 20 foot poles shall not exceed 200 watts. Wood fixtures and fixtures mounted on wooden poles are encouraged. They should be naturally stained or painted in earth tones. If metal poles are used they should be black, dark brown or earth tone. Landscape planting at the base of poles is encouraged.

4. Underground Parking Garage Entryways. Light sources within the first thirty feet of an open garage entryway shall be amber colored high pressure sodium color corrected light sources with partially shielded fixtures.

5. Submission requirements. The submission shall contain but shall not necessarily be limited to the following, all or part of which may part or in addition to the information required elsewhere in the laws of this jurisdiction upon application for the required permit:

A. plans indicating the location on the premises, and the type of illumination devices, fixtures, lamps, supports, reflectors, installation and electrical details;

B. description of illuminating devices, fixtures, lamps, supports, reflectors, and other devices and the description may include, but is not limited to, catalog cuts by manufacturers, and drawings, (including section where required);

C. photometric data, such as that furnished by manufacturers or similar showing the angle of the cut off or light emission. The staff may also request a point by point light plan if necessary.

EXHIBIT D

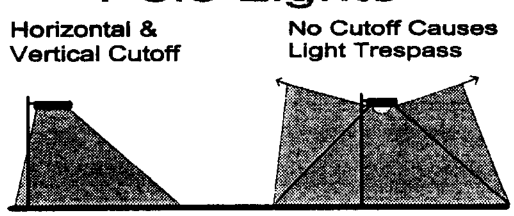
INFORMATION ON RESIDENTIAL LIGHTING STANDARDS

It is the intent of Park City to encourage lighting practices and systems which will minimize light pollution, glare, and light trespass; conserve energy and resources while maintaining night time safety, utility, and security; and curtail the degradation of the night time visual environment. It is recognized that the topography, atmospheric conditions and resort nature of Park City are unique and valuable to the community. The enjoyment of a starry night is an experience the community desires to preserve.

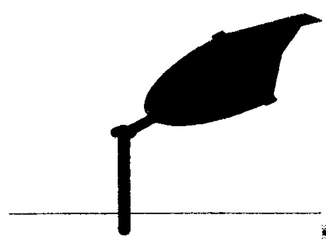
The City of Park City promotes the reduction of light pollution that interferes with enjoyment of the night sky and provides for your consideration the following standards for exterior residential subdivision lighting:

1. All exterior lights should be shielded and down directed.
2. High pressure sodium light sources should be encouraged in all exterior lighting applications.
3. Security lighting should shielded and down directed and should be installed with motion detectors. The light source should be amber high pressure sodium.
4. Seasonal lights that outline buildings or architectural features should be restricted to certain time periods such as November to March and should be set on timers when in use.
5. Landscape lighting should encourage down directed light features rather than "uplighting". Low voltage systems should be encouraged.

Pole Lights



Shielded Spot



PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: August 21, 1997
DEPARTMENT: Administrative Services
AUTHOR: Tom Bakaly, Finance Manager
TITLE: FY 1997-98 Budget Amendment and Property Tax Rate Certification
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATION:

- Hold and close the Public Hearing on the amendment of the FY 1997-98 Budget
- Adopt a resolution (attached) that does the following:

  Amends the FY 1997-98 budget by changing the property tax budget to reflect information recently received from Wasatch and Summit Counties

  Adopts a certified "no increase" property tax rate of .002286 for FY 1997-98

DESCRIPTION:

A. Topic: In accordance with Utah State Code, the City Council must adopt a budget for each fiscal year. The attached resolution amends the FY 1997-98 budget to reflect a change in the "no increase" property tax rate.

B. Background: On June 19, 1997 the City Council adopted the FY 1997-98 budget. At that time, the City had not received the final certified property tax information that was needed to calculate the certified property tax rate. Using information from the Wasatch and Summit County auditors, staff estimated the certified "no tax increase rate" to be .002267 for FY 1997-98. City Council approved the estimated property tax rate of .002267, and authorized the Finance Manager to file the certified property tax rate with the State when the final information became available. Along with adopting the budget, City Council appropriated $3,940,800 in General Fund property tax revenues for FY 1997-98. Council member Daniels requested that staff return to City Council with the final property tax rate.

C. Analysis:

In mid-July, staff received the final property tax information from the Counties and calculated the certified property tax rate. This rate was included in the property tax notices that were recently sent out to property taxpayers. The certified property tax rate is .002286, and the revised General Fund property tax revenue estimate for FY 1997-98 is $4,014,289. The rate and revenues went up slightly from what was originally estimated due to changes in information received from the County auditors. Specific information that changed related to Collection rates, Adjustment information, and New growth figures. It is important to point out that the new tax rate is still calculated at the "no increase rate" and did not increase compared to last year's rate.

Even though City Council authorized staff to file the certified rate once the information became available, staff decided to have council take formal action through the public hearing process to guarantee adherence to State laws and insure that citizens are properly informed about changes regarding their taxes. In addition, by adopting the attached resolution, the City Council will be appropriating an additional $73,489 in property tax revenue for FY 1997-98.

D. Department Review: - Departmental review was provided by the City Manager's Office.

ALTERNATIVES:

A. Approve the Request - Adopt the certified property tax rate and amend the FY 1997-98 Budget as recommended.

B. Deny the Recommended Action - By denying the recommended action, City Council would be keeping a property tax rate that was not certified or accurate. In addition, that rate would be different from the one that was sent out in the property tax notice. The impact of such denial would need to be elaborated upon at the August 21, 1997 City Council meeting.

C. Continue the Item - The item could be continued, but staff recommends addressing this issue as promptly as possible.

D. Do Nothing - Same outcome as option B.

SIGNIFICANT IMPACTS:

Establishes the City's certified "no tax increase" property tax rate.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The City would have a property tax rate that was incorrect and not certified. That rate would be different from the rate provided to the Counties and the City would forgo $73,489.

RECOMMENDATION:

On August 21, 1997 the City Council should amend the FY 1997-98 budget by resolution (attached) to reflect changes in projected property tax revenues. The City Council should also adopt a certified property tax rate for FY 1997-98 at a "no tax increase rate" of .002286.

Resolution No. _____-97

A RESOLUTION AMENDING THE FY 1997-98 OPERATING BUDGET AND ADOPTING A CERTIFIED TAX RATE FOR FY 1997-98

WHEREAS, the Utah State law requires that city budgets be adopted by resolution: and;

WHEREAS, a public hearing was held on June 5, June 12, June 19, and August 21, 1997 at the City Council's regularly scheduled meetings, complying with State law;

WHEREAS, the FY 1997-98 Operating Budget was adopted by City Council on June 19, 1997

WHEREAS, the Certified property tax rate information was received from the Counties on July 28, 1997

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

SECTION 1. THE FY 1997-98 BUDGET AMENDED. The budget for FY 1997-98 is hereby amended to reflect the following property tax revenue budget as determined by the Certified Property Tax rate information recently received from Wasatch and Summit Counties: General Fund Property Tax Revenue = $4,014,289

SECTION 2. CERTIFIED TAX RATE. The City hereby adopts the Certified Property Tax rate for FY 1997-98 at a "no tax increase rate" of .002286.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect July 1, 1997 for the FY 1997-98 budget.

PASSED AND ADOPTED this 21st day of August, 1997

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

PARK CITY
1884

DATE: 8/21/97
DEPARTMENT: Legal
AUTHOR: Mark Harrington, Deputy City Attorney
TITLE: Lease Extension- Historic Society
TYPE OF ITEM: Administrative- Consent Agenda

SUMMARY RECOMMENDATIONS: **Authorize the Mayor to execute a new sub-lease with the Historic Society for space at 528 Main for two years.**

DESCRIPTION:

A. Topic: The sub-lease of a portion of the Old City Hall building to the Historic Society.

B. Background: In 1992, the City sub-leased the downstairs of the Old City Hall building to the Historic Society for a five year term. (The building is leased to the City from the MBA.) The sub-lease gave the Historic Society an option of first refusal for an additional two-year term. This summer, the Legal Department received notice that the Historic Society wished to renew.

C. Analysis: The Sub-Lease formalizes the annual grant contribution of office space to the Historic Society. The Sub-Lease contains another right of first refusal for another two-year term. All other terms remain the same.

D. Department Review: The Legal and Finance Departments reviewed this matter.

ALTERNATIVES:

A. Approve the Request: Authorize the Mayor to execute the Sub-Lease attached as Exhibit A, granting a new two year term to the Historic Society at 528 Main.

B. Change the Rental Terms: The Council may decide to alter the terms of the proposed lease, in which case it should incorporate such changes into the motion to approve the lease or remove the Lease from the consent agenda and direct staff to prepare the changes for the next meeting.

C. Continue the Item: If the Council wants more information, it should request such additional data and continue the item.

D. Do Nothing: This is not recommended since the Council needs to make a decision The current lease requires a six month notice to terminate.

SIGNIFICANT IMPACTS: The leased area represents approximately 455 square feet of office space and 555 square feet of storage.

RECOMMENDATION: **Authorize the Mayor to execute a new lease with the Historic Society for space at 528 Main for two years.**

EXHIBIT "A"

SUBLEASE AGREEMENT
PARK CITY MUNICIPAL CORPORATION AND
THE PARK CITY HISTORICAL SOCIETY

PURSUANT to Section 6 "SUBLEASE' of that Lease Agreement dated July 1, 1983, by and between the MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH (Landlord), and PARK CITY MUNICIPAL CORPORATION (Tenant) wherein landlord did authorize Tenant to sublease the premises described below, this sublease agreement is made by and between PARK CITY MUNICIPAL CORPORATION ("CITY") and the PARK CITY HISTORICAL SOCIETY, ("Historical Society") to set forth the terms and conditions under which City will lease to Historical Society certain surplus City space as described below.

ALTHOUGH it is not the intent of the City Council to bind future councils, the Historical Society and the Park City Museum have been supported throughout the years by the City, and the City's patronage will be endorsed by entering into a five year lease for the Old City Hall Building space which the Historical Society and Museum has historically occupied.

THE PARTIES AGREE AS FOLLOWS:

1. Property. The property covered by this lease is located in the Old City Hall Building having a street address of 528 Main Street. The leased premises consist of the basement, first floor and one office area on the upper floor.

2. Term. The term of the lease is for two (2) years beginning September 1, 1997, and continuing until August 31, 1999, unless sooner terminated under the provisions of this Agreement, or by the joint agreement of the parties. In the event City determines that the leased space is surplus to its needs, Historical Society shall have the right of first refusal to renew this Lease for additional terms of two (2) years before City offers the space to any other party.

3. Rent. The rental for the space shall be one dollar ($1.00) per year for the space, together with the observance of the other covenants and conditions of the lease and the annual grant agreement between the parties.

4. Tenant Improvements. The Historical Society agrees to install, at its own expense, all specialized equipment and displays needed for the operation of its museum and future exhibitions, offices and other facilities it may require. This includes any additional partitioning, specialized or additional electrical and mechanical equipment, air conditioning, internal heating, and any other tenant improvements that are necessary for the Historical Society's intended use of the space. Any tenant improvement items that can be removed at the end of the lease without causing substantial damage to the remaining walls, ceilings, or other finishes may be removed by the Historical Society at the termination or expiration of the lease. All work done by the Historical Society must comply with the applicable building codes, and more particularly with the Historic

District Guidelines for this structure.

5. Utilities. City agrees to pay the utility bills for light and heating of the space, as those services are tied into the central mechanical system of the building. City will also provide water and sewer service. The Historical Society is connected to the City's telephone system and the City will continue to cover the cost of this service, including the long distance charges

6. Janitorial Services. The City will provide janitorial service for the space occupied by the Historical Society Office on the upper level and for the Museum areas. The Historical Society shall be responsible for cleaning and maintaining the exhibits and exhibits areas.

7. Insurance. City will carry insurance on the structure for casualty loss, and public liability that provide insurance against claims of persons injured in or about the building in amounts in excess of those required by state law. The City policies will only extend to contents of Historical Society's space which is owned by the Historical Society and/or the museum and not to "loaned" exhibits of property, unless prior specific approval in writing is obtained from the City and the property is itemized on the City's policies. The Historical Society shall require fully executed Release of Liability and Waivers or written acknowledgments by the owners that the City and the museum do not insure the loaned property prior to including any borrowed or loaned property in the museum displays. In the event that it is determined by the museum and the City that a display is of such value to the citizens of Park City that the loaned display should be insured by the City's contents policy, then the museum must obtain an accurate appraisal of the property value prior to the City obtaining any coverage. The Historical Society will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage.

8. Contribution. In making this lease, the City is recognizing the unique community contribution of Historical Society to Park City. This lease is a form of grant in aid to Historical Society, in lieu of cash donations from the City. The Parties acknowledge and agree that the City has made a contribution to the Historical Society in the estimated sum of $16,800 of leased space in this current year. It is the desire of this Council to continue to support the Historical Society with such contributions of space, utilities and insurance.

9. Force Majeure. This lease agreement shall automatically terminate upon any holding, interpretation, or determination by a Court, legislative, or administrative body, that bonds issued by Park City Corporation or the Municipal Building Authority will not qualify as tax exempt if the property is leased to a private entity or monies are received for so leasing, or that the MBA may not lease to a private entity, either under existing state and federal law regulation or future state and federal law regulation. In the event of termination pursuant to this paragraph, tenant shall have six (6) months to vacate the premises, and the City may, at its option, either eliminate or reduce rent from the date of termination until the date of vacation of the premises so as to not endanger its tax exempt status.

10. Tax Exempt Status. Historical Society is a non-profit corporation under the Internal Revenue Code, and the subsidy by the City is made only as long as the non-profit, tax exempt status remains. In the event Historical Society loses it tax-exempt status, the City shall have the option of

terminating the lease, or increasing the rental to the fair market value of the space occupied by Historical Society on the date that the tax exemption was revoked. Historical Society will provide its annual report and audit to the City each year.

11. Assignment/Sublease. Historical Society has no right to sublet or assign all or any portion of the leased space for any purpose whatsoever, including subleases or assignments to other non-profit organizations, or assignments for the benefit of creditors. Any attempt to sublet or assign shall cause this lease to immediately terminate.

12. Notice. In recognition of the time it takes to move the museum and exhibits, the City will give the six (6) months notice of its intention to renew or not renew the lease at the expiration of its term. There is no option for renewal created by this lease, but as soon as the City is reasonably able to determine that the Historical Society space is no longer surplus to City needs, it will give notice to Historical Society that no future extension will be granted or offered, or that the terms of any future agreement will be substantially changed.

13. Default/Termination. If the City determines that Historical Society is in default of the observance of any of the covenants of this Agreement, it shall give Historical Society notice of the alleged default, and a reasonable period of time, not less than thirty (30) days nor more than sixty (60) days, in which to cure the default. If Historical Society fails to cure the default, this lease shall terminate. Historical Society will immediately become a tenant at will of the City, and the City may demand possession of the space upon ten (10) days written notice, or, at the City's option, the City may increase the rental to the fair market value of the space until Historical Society has vacated it, and state a date certain by which the space must be vacated.

14. Indemnity. Historical Society covenants and agrees to indemnify and hold City harmless from all claims, loss damage, injury or liability (hereafter "liability") resulting from Historical Society's use and occupancy of the leased premises to the full extent provided in the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any liability resulting from acts or omissions of City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. § 63-30-1, et seq.). The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act.

City will indemnify and hold Historical Society and its employees harmless to the full extent provided in the Utah Governmental Immunity Act, and limited by Paragraph 15 of this lease, from claims, loss, damage, injury, or liability resulting from City's use and occupancy of the leased premises or from the conduct of City's operations; including, but not limited to, City's negligence or intentional acts. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. § 63-30-1, et seq.)

15. City Liable only for Negligence. Except where caused by City's negligence, City 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 light.

16. Municipal Building Authority Consent. The City's position in the Old City Hall is one of a lessee of the Municipal Building Authority of Park City, with the full right to sublet all or portions of the building. The Municipal Building Authority has signed this lease to indicate its consent to the sublease to Historical Society in order to comply with the provisions of its financing arrangements on the building.

17. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein contained.

18. Entire Agreement. This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

DATED THIS _____ day of August, 1997.

HISTORICAL SOCIETY

by:___________________________
(print name)______________________

MUNICIPAL BUILDING AUTHORITY

by:___________________________
Bradley A. Olch
Chairman

PARK CITY MUNICIPAL CORPORATION

by:___________________________
Bradley A. Olch
Mayor

Approved as to form:

____
Mark D. Harrington, Deputy City Attorney

Attest:

____
Jan Scott, City Recorder

PARK CITY
1884

Council Agenda Report

DATE: August 14, 1997
DEPARTMENT: Recreation
AUTHOR: Kathy Kelly, Recreation Services Manager
TITLE: **Massage Express**
TYPE OF ITEM: Lease

SUMMARY RECOMMENDATIONS:

Approve two year lease for Massage Express.

DESCRIPTION:

A. Topic:

Approval of lease for space within the Racquet Club for Massage Express.

B. Background:

Massage Express has been operating a massage service within the Racquet Club since 1993. They occupy a space which contains 3 small massage rooms. They have been an excellent tenant, providing an upscale product, submitting rent in a timely manner, and staying connected with our staff. Our relationshiop is cordial.

C. Analysis:

The current lease calls for a 20% share of revenues, with a cap of $8,000 per year. We have received the following revenues for the past three years:

1997	$6,235
1996	$5,565.
1995	$5,685

The current lease also says that at the end of the current lease period, a base rent and a percentage of revenues will be negotiated. However, both Massage Express and staff are pleased with the current arrangement, as we have an interest in each other's success. We would like to continue with the 20% arrangement, and drop the base rent provision from the lease.

D. Review:

This lease has been reviewed and approved by the Legal and Finance Departments.

ALTERNATIVES:

A. Establish a base rent each month. This would not allow the City to share in their increasing revenues.

B. Discontinue the lease: The space is not currently needed for another purpose.

C. Put out an RFP for another masssage company.

SIGNIFICANT IMPACTS:

The current relationship with Massage Express is working very well, and there is no need to change it. The space is currently not needed for other programming, and their customers are pleased with the product.

LEASE AGREEMENT FOR
MASSAGE EXPRESS AT THE RACQUET CLUB

THIS AGREEMENT is made by and between the PARK CITY MUNICIPAL CORPORATION ("Landlord") and MASSAGE EXPRESS, a Utah corporation ("Tenant") 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 affected by this Lease is made up of four rooms on the east end of the Park City Racquet Club building (**See Exhibit 1 attached hereto**), having a street address of 1200 Little Kate Road, Park City, Utah.

2. **Term**. The Lease shall consist of one two-year terms. The term is to begin on September 1, 1997, and terminate on August 31, 1999, unless terminated earlier as provided herein. The property being leased is currently surplus municipal space, but may be required for municipal or other purposes by Landlord. Landlord may terminate this lease upon three months prior written notice to Tenant if the space is required for municipal or other purposes. Landlord shall give Tenant one (1) month written notice prior to the expiration of the lease term if Landlord does **not** intend to continue the lease for the additional term. After expiration of the term, Landlord agrees to offer to lease the property to Tenant before offering to lease the property to any other private entity, if tenant has satisfactorily fulfilled all terms and conditions of this agreement.

3. **Rent**. The parties agree that rental shall be 20% of gross receipts from Massage Express at the Racquet Club for the 12 month term with an $8,000 yearly cap. Gross receipts shall include revenues from massage, massage classes and the sale of related retail products. Receipts shall be collected by individual massage therapists but the Racquet Club shall collect all payments made by credit card. At the end of this term, should the parties agree to renew the lease the rent will be renegotiated to include a base rental fee plus a percentage of gross revenues. Tenant agrees that each client will sign in at the Racquet Club front desk before receiving massage therapy services. Tenant will provide Landlord with a weekly tally of number of clients served and revenues received.

(a) Minimum Guaranteed Monthly Rental. The minimum guaranteed rental for the space shall be Three Thousand Six Hundred Dollars ($3,600.00) per year.

(b) Percentage rental. For each and every month during the lease term, Tenant shall pay 20% of gross sales per month as rental. Gross sales shall be calculated by the parties on a monthly basis and payment remitted within 30 days at the end of each month.

(c) "Gross Sales" as used herein is hereby defined to mean the total amount in dollars of all sales, whether for cash or on credit, or services and all other receipts of whatever nature from business conducted in or from the Leased Premises, whether by Tenant or others including all orders taken or received whether delivery is to be at another location or at the Leased Premises and whether such sales be made by means of merchandise or other vending devices in the Leased Premises. Gross sales shall include vending machines but shall not include any sums collected for any sales, use, or gross receipts tax imposed by any federal, state, municipal or other governmental authority directly on sales to customers and paid by Tenant to such governmental authorities.

(d) Financial Statements Within fifteen days of the close of each quarter, Tenant shall furnish landlord with quarterly sales tax returns.

4. **Signage**. Exterior signage shall be permitted for this use at the Racquet Club and must be approved by the Planning Department. Tenant shall also be entitled to install interior signage with the prior written consent of the Landlord as to size, colors, content, locations, method of installation and materials. Tenant is responsible for all costs of signage and installation. Signage shall be removed at the termination of the lease, and the premises restored to their original condition at Tenant's sole expense.

5. **Substituted Premises**. The Landlord reserves the rights, without Tenant's consent, on thirty (30) days' written notice to Tenant to substitute other premises within the Racquet Club complex, as it now exists or as it may be added to or remodeled in the future, provided that the substituted premises contains at least the same square footage as the present premises, contains comparable improvements and is made available to Tenant at the then current rental rate for such space.

6. **Utility Services**. Landlord shall be responsible to pay for utilities, including natural gas, electricity, sewer and water for the leased space. Tenant shall be responsible for its own outside telephone line. Telephone extension and Racquet Club main line shall be provided by Landlord. Janitorial and security service, if used, shall be provided by Tenant.

7. **Use of the Premises and Advertising**. The premises shall be used only for the purpose of professional massage therapy, massage-related training and classes, and the sale of massage-related products. Tenant shall not pursue operations other than those sanctioned by the Utah Board of Professional Licensing. Landlord, by and through the Leisure Services Director shall review and approve all advertisements prior to publication or broadcast.

8. **Rent Commencement Date**. This Lease shall commence on September 1, 1997, and the term of the Lease shall begin on that date.

9. **Tenant Improvements**. The space is being leased to Tenant in a completely finished state. Electrical work is complete and complies with local and state codes and ordinances. The space is heated and plumbed. Any additional interior finish is the responsibility of the Tenant, with no allowance made for the costs of Tenant improvements unless agreed to by Landlord in writing. At the termination of the Lease, all Tenant improvements become the property of the Landlord except for trade fixtures commonly used and removed in the retail business, such trade fixtures are set forth in ***Exhibit 2***, attached hereto.

10. **Liens**. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord receives notice of any such lien against the property, Tenant shall promptly discharge the lien at Landlord's request 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. Tenant agrees to pay all reasonable costs incurred by Landlord in the defense or discharge of any liens on the property.

11. **Insurance**. Landlord 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 persons on the leased premises, as defined in paragraph 1. Tenant shall, at Tenant's expense, carry a policy of general liability insurance, including professional liability, in an amount of at least One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000.00) per incident or occurrence. Landlord shall be named as an additional insured on each policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Landlord on or before the lease commencement date, and maintained continuously during the term of the lease. In addition to the liability insurance set forth above, Tenant will procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value of the same and will furnish the Landlord with evidence that such coverage has been procured and is maintained in full force and effect during the term of this lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Landlord.

12. **Assignment/Sublease**. This lease may not be assigned or the premises sublet without the advance written consent of Landlord. Landlord's consent will not be unreasonably withheld.

13. **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 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 ten (10) days, or quit the premises within an additional five (5) days;

(b) Landlord may permit 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 re-letting shall be done in good faith under the circumstances.

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

Unless the 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 the lease until Landlord releases Tenant in writing.

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. 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.

14. **Notice Provision**. Any and all notices required by this Lease Agreement 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:

If to Landlord: City Manager Park City Municipal Corp. 445 Marsac Avenue P. O. Box 1480 Park City, Utah 84060	If to Tenant: Massage Express c/o Pam Anderson or Aldena Brown P.O. Box 680013 Park City, Utah 84068

15. **Covenant of Quiet Possession**. Landlord covenants with Tenant that Landlord is the owner of the premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this lease.

16. **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, light fixtures, janitorial service resulting from tenant's use, and glass maintenance (both cleaning and replacement in the event of damage) which is within the leased premises or solely serves the leased 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. Exterior maintenance and snow removal shall be Landlord's responsibility.

17. **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 during the Tenant's normal business hours, at a time which is mutually agreeable to both parties.

18. **Force Majeure**. This lease agreement 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.

19. **Increased Insurance Risk**. Tenant will not permit said leased premises to be used for any purpose which would render the fire insurance on the building on the premise void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this lease. Tenant will

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not keep, use or sell, or allow to be kept, used or sold in or about the leased 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 Agreement.

20. **Care and Repair of Premises by Tenant**. Tenant has inspected the premises and accepts it as is as acceptable for the purposes of this agreement. The Tenant will not commit any waste on leased 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 its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the portion of the Park City Racquet Club Building as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements or weakening the structure on the leased premises. Any permanent alterations or improvements to the leased premises shall become the property of the Landlord upon expiration or termination of this lease.

21. **Payment of Taxes and Other Assessments**. Tenant shall pay all business fees or sales or other taxes assessed on the operation of its retail sales business.

22. **Damage or Destruction**. If the leased 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 leased premises, within a reasonable amount of time, 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 thirty (30) days after occurrence of such damage or destruction.

23. **Surrender of Premises**. Tenant agrees to surrender the leased premises at the expiration or sooner termination of this agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted.

24. **Holdover**. Should Tenant holdover the leased 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 and/or percentage of gross sales as provided for herein.

25. **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 including attorney's fees and nature by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of its business hereunder and is solely responsible and answerable in damages for any and all accidents or injuries to person or property.

Tenant agrees to indemnify, save harmless and defend Landlord, its agents and employees, from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions hereunder, or the operation of Tenant's business.

26. **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 light.

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

28. **Waiver of Covenants**. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein contained.

29. **Days and Hours of Operation**. Tenant will have the leased premises open for business at least five days per week. Tenant shall be open for business a minimum of eight (8) hours per day. The hours of operation shall be coordinated and agreed to in writing by Tenant and the Leisure Services Director as Landlord's agent. Tenant may close at its discretion during slow periods for remodeling or vacations. Closure by Tenant shall not result in any waiver or reduction in rent due.

30. **Type of Operation**. Tenant will maintain and operate the massage therapy in a professional manner and will keep the leased premises in a safe, clean, orderly and inviting condition at all times. The business is to be operated in conformance with all federal, state and local laws, ordinances and regulations.

31. **Tenant's Independent Massage Contractors**. Tenant will agree to retain active, qualified, competent, experienced and licensed independent contractor at the store to supervise the operations. All independent contractors are the authorized agents of the Tenant and represent and act in behalf of the Tenant in complying with or violating the terms of this Lease. Tenant's independent contractors will be professional, courteous, efficient and neat in appearance.

32. **Rights of Successors and Assigns**. The covenants and agreements contained within the lease shall apply to the benefit of and be binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

33. **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 recovery of the premises herein, the prevailing party shall be entitled to all costs of suit, including reasonable attorney's fees.

34. **Entire Agreement**. This agreement constitutes the entire and only agreement between parties and it cannot be altered except by written instrument, signed by both parties.

DATED this 1st day of September, 1997.

MASSAGE EXPRESS

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PAM ANDERSON, OWNER

____

ALDENA BROWN, OWNER

STATE OF UTAH)
SS
COUNTY OF)

The foregoing Lease Agreement was acknowledged before me this ___ day of January, 1997 by ______________________, the ______________ and ______________________, the ______________________ of Massage Express, a Utah corporation, who executed the same on behalf of said corporation.

____

Notary

PARK CITY MUNICIPAL CORPORATION

____

BRADLEY A. OLCH, MAYOR

ATTEST:

____

CITY RECORDER

Approved as to form:

____

MARK HARRINGTON, CITY ATTORNEY

Exhibits that must be provided:

Exhibit 1 - Map of leased premises.

Exhibit 2 - List of trade fixtures described on Paragraph 9.