



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 6, 2000**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah, for the purposes and at the times as described below on Thursday, July 6, 2000.

2:30 p.m. Park Avenue Utah Power site - reception

Closed Session

4:00 p.m. Litigation/property acquisition

Work Session

4:30 p.m. Core value of the quarter awards
4:50 p.m. Council questions and comments
5:20 p.m. Review of regular meeting

- SLOC lease agreement
- Round Valley trails

Regular Meeting

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

**IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF JUNE 1, 2000
AND JUNE 15, 2000**

V CONSENT AGENDA PUBLIC HEARING

Ordinance approving the adjustment to the lot lines for Lots 24 and 27 of the Park Meadows #6A Subdivision, 2447 Silver Cloud Drive, Park City, Utah

VI CONSENT AGENDA

1. Ordinance approving the adjustment to the lot lines for Lots 24 and 27 of the Park Meadows #6A Subdivision, 2447 Silver Cloud Drive, Park City, Utah
2. Award of contract to Geneva Construction in the amount of \$54,265 for construction and installation of a pressure reducing vault and valve at 703 Park Avenue

VII PUBLIC HEARINGS

1. Land Management Code amendments Phase 1 - Chapter 7 Districts: ROS, POS, HR-2, HRM, HRC, HCB, RCO, SF, E, E-40, R-1, RM, RD, and RDM
2. Rezone of lower Park Avenue to HRM; rezone of east side of upper Park Avenue to HR-2; and rezone of platted lots south and east of Ontario and Marsac from HR-1 to HRL

VIII NEW BUSINESS

1. Ordinance approving a comprehensive and substantive re-write of the Land Management Code of Park City, Utah, specifically for the following sections HCB, HRC, HTO, RD, RDM, R-1, RM, ROS, E, SF, SF-N, HR-2, and RCO; creation of zoning districts, including POS, E-40, and HRM; and renumbering of the Land Management Code for codification in the Municipal Code of Park City, Utah
2. Ordinance amending the Official Zoning Map to rezone lower Park Avenue to HRM; rezone the east side of upper Park Avenue to HR-2; and rezone the platted lots south and east of Ontario and Marsac from HR-1 to HRL (**motion to continue to a date uncertain**)
3. Lease Agreement with Salt Lake Organizing Committee for use of the north end of City Park and Miners Hospital for the 2002 Olympic Winter Games
 - (a) Public input
 - (b) Action
4. Action required to reopen Round Valley trails

IX ADJOURNMENT

PARK CITY COUNCIL MEETING SUMMIT COUNTY, UTAH JULY 13, 2000

PUBLIC NOTICE IS HEREBY GIVEN that the Park City Council will not hold its regularly scheduled meeting on Thursday, July 13, 2000.

Posted: 07/03/00
See: parkcity2002.org



**PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JULY 6, 2000**

Present: Mayor Brad Olch; Council members Peg Bodell, Candace Erickson, Roger Harlan; Fred Jones; and Shauna Kerr

Lloyd Evans, Chief of Police; Melissa Caffey, Special Events Manager; Frank Bell, Olympic Planning Director; Mark Harrington, City Attorney; Pat Putt, Planning and Zoning Administrator; and John Lind, Water and Streets Superintendent

Jerry Anderson and Lisa Friedman, SLOC

Absent: Toby Ross, City Manager

1. Core value of the quarter awards. Shauna Kerr explained that the core value last quarter was fun and humor and recognized the nominating departments and award-winners:

Administrative Services nominee - Ben Ling
Executive nominee - Karen Robinson
Community Development nominee - Pat Putt
Leisure Services nominee - Pace Erickson
Legal nominee - Tom Daley
Police nominee - Sherm Farnsworth
Public Works nominee - John Pearce
Public Affairs nominee - Eric DeHaan
OCMB nominee - Christine Gault
Olympic Services nominee - Anita Sheldon

Employees then recognized Council member Kerr by performing an original song in appreciation of the humor she brings to the workplace.

2. Council questions and comments. Ms. Erickson stated that she received complaints from office workers about the four hour parking time limit to be implemented in Swede Alley and the parking garages on July 15; the retailers support it, but don't like the parking meters. Roger Harlan commented on the success of the helmet program at the skateboard park.

Ms. Kerr stated that she understands that BFI is charging a *roll-out* fee for bins stored in covered areas, although she couldn't find that charge outlined in the contract. Additionally, as far as she can ascertain, recycled materials are placed in the same garbage truck and then dumped at the

landfill with trash. Households are being charged for recycle services. She thanked city staff for transporting our Courchevel visitors to Lagoon. In response to a question from Ms. Kerr about an accident which occurred during the 4th of July parade, Chief Evans noted that the Department is still investigating the incident. Apparently, one of the floats was handing out water bottles, and in the excitement, a six year old boy ran into the street, fell and was hit by the float. Aside from that unfortunate incident, Peg Bodell felt that the 4th of July celebration was very well done and thanked everyone involved. She commented on the dedication of the Park Avenue parcel this afternoon hosted Utah Power and felt that this open space acquisition can be something very special. She attended outdoor music performances over the weekend which may require a little effort to promote better attendance. Ms. Bodell reported that she has had many conversations on the parking time limits and appreciates the efforts of the parking advisory committee. The helmets are being used and the program is working well. She encouraged the media to remind readers of the extreme fire danger this summer. Melissa Caffey, Special Events Manager, distributed a report to Council about the outdoor music performances and noise monitoring. There was one complainant from the residence at 819 Park Avenue and Ms. Caffey relayed the upcoming schedule for the stages.

3. Review of regular meeting:

SLOC lease agreement. In response to a question from Fred Jones, Mark Harrington explained that there is a section on time limits on hospitality activities. Midnight to 6 a.m. will be reserved for clean-up and preparation for the next day. Frank Bell believed that most of the hospitality activities would occur during the day. SLOC staff member, Jerry Anderson, explained that sponsors will be holding tickets for guests and would like the opportunity to entertain in Park City. Mr. Jones expressed concern about loud parties after 10 p.m. and the impacts on the neighborhood. Mr. Bell suggested that the City be notified of the entertainment schedule so that details can be worked out. Peg Bodell interjected that lighting may also be an issue and agreed with Mr. Jones' comments. With regard to controlling lighting, Mr. Anderson felt there won't be a problem as their focus is safety and decoration. He suggested that SLOC's sponsor services talk with sponsors about specifics and supported Mr. Bell's recommendation. Frank Bell emphasized that the City has noise ordinances in place that are not waived by this agreement.

Jerry Anderson explained that lighting will be needed around the bus area and inside the village which could be antique street lights intended for illuminating paths. Lighting can be addressed for height, glare and the noise from generators. He believed the language in the agreement can be enhanced. Peg Bodell appreciated SLOC's attention to snow removal. Roger Harlan expressed that 60 days for dismantling structures seemed like a long time and Mr. Bell explained that there is no way to know what the weather will be and hauling heavy equipment in certain conditions may cause damage. SLOC is renting the equipment and it would be to its benefit to return it as soon as possible. There was discussion about signs meeting the Sign Code as language refers to signs subject to *approval* rather than *review*; Mark Harrington felt this could easily be clarified. Pat Putt explained that staff would make sure that signs would not adversely affect the character of the

historic Miners Hospital Building. The size of the signs will not have to meet the guidelines of the LMC as there will be a special master festival license. Ms. Kerr envisioned a comprehensive sign plan for the village. Mark Harrington clarified that there will be a sign plan submitted in conjunction with the master festival license which will supercede this agreement in the services agreement. The master sign plan will have to be approved by the planning staff. Mr. Anderson emphasized that SLOC wants to fall within the process. Melissa Caffey explained that with regard to special events, the MFL application allows for exceptions to the Sign Code. Special signs and banners are critical to events, which are funded by sponsors, and the Planning Department will look at things that may be unsafe or unsightly. Mr. Harlan reiterated that 60 days doesn't allow much time to change the sign plan. Frank Bell explained that the City is not asking SLOC to submit a plan on the 60th day, and it would be to SLOC's advantage to provide a plan tomorrow. The wording on the closure and access to residents of Sullivan Road was discussed. In response to another comment from Roger Harlan, Mr. Bell explained that he will be the City's venue representative and site managers will be assigned to leased facilities on a 24 hour a day on-call basis. With regard to City Park, Ms. Caffey's office will remain on the premises and available to the City for general management services. Mr. Harlan suggested that SLOC host a social event for the impacted neighborhood. Mr. Anderson stated that SLOC is working on a mitigation plan. The sponsors buy the right to the Olympic Village and it doesn't seem likely that SLOC or the City could host anything in the City Park site. There was discussion about all of the public pay phones being replaced during the Olympics by a sponsor. Mr. Jones asked if the City really wants SLOC to develop a security/safety plan. Mark Harrington noted that the language is there so that SLOC is permitted to do this but all plans must be submitted to the Building Department for review like fire access. Jerry Anderson explained that the Public Safety Command plan is unclear at this point and SLOC wants the ability to implement those plans and work not only with the Building Department, but the Police Department. This language is common to all of the venue agreements to make sure that SLOC has some control over access and flow within the venue sites. In response to another comment from Councilman Jones regarding the letter of credit standard language not being appropriate, the City Attorney discussed a cash escrow account. The amount will be established by the City Engineer and Parks Department. The Mayor emphasized that this matter is scheduled at the regular meeting where public input is invited.

With regard to the agenda item recommending approval of a pressure reducing valve on Park Avenue, Mr. Jones felt it would be better to delay this project to next as every other road in Park City seems to be under construction. The Mayor pointed out that Park Avenue will be ground down in any event after this project. Mr. Jones asked the status of the City services agreement with SLOC and Frank Bell indicated that staff is still working on finalizing this and the lease agreement took precedence. The services agreement will come back to the City Council this summer.

John Lind, Water and Streets Superintendent, advised the imminently dangerous ratio of water consumption and production. There will be public service announcements on water conservation. If the trend continues, the water conservation ordinance will be implemented designating every other day watering limitations.

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City Council Work Session
July 6, 2000

The Mayor asked for clarification on the action on the SLOC lease agreement. Frank Bell responded that he has detailed notes, and believed nothing that has transpired during work session would be considered by SLOC as a *deal-breaker*. He recommended that an option would be to approve the agreement with the modified agreement returned to Council for final approval. There has to be an amendment section on the escrow for repair and restoration. Mr. Anderson stated that SLOC is looking for a conceptual approval tonight, as the agreement needs to be fine-tuned. Mark Harrington agreed that the final document could be brought back to the City Council for ratification. Ms. Kerr relayed that she received a call from Cornelia deBruin of the *Mountain Times* about the lack of public process on this issue and pointed out the editorial in the *Park Record* criticizing the City for privately negotiating this agreement. The Mayor emphasized that the agenda includes a public input session on this item. See regular meeting minutes.

Prepared by Janet M. Scott



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 6, 2000**

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, July 6, 2000. Members in attendance were Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Shauna Kerr. Staff present were Mark Harrington, City Attorney; Kent Cashell, Transportation Director; Brooks Robinson, Planner; Kirsten Whetstone, Senior Planner; Pat Putt, Planning and Zoning Administrator; and Frank Bell, Olympic Planning Director.

II PUBLIC INPUT

1. Fourth of July celebration - Paul Sincock, resident, stated that he has always enjoyed the water balloons and *water delivery devices* as they are an integral part of the parade. People were having fun at the parade, until the police interceded, but this is not a tradition that will not go away. He suggested monitoring water play with various regulations and again described the police hassling people. Water guns are fun and the City could exercise some leadership on this issue.

2. Paid parking program - Phyllis Robinson, resident and Main Street business owner, relayed her concern on the information distributed on the upcoming parking regulations which provides for a \$50 employee parking pass and \$500 corporate parking pass. She understands there will be a seasonal winter corporate pass, although the price has not been determined yet. It may be helpful to get a clearer notice distributed to area occupants. Additionally, the steps from Sandridge lot could be better cleared in the winter for users. Kent Cashell relayed that the notice has been clarified and will be distributed to all of the business owners in the area. It is the City's intent to implement these restrictions on July 15.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Peg Bodell thanked the City departments who have appeared on Park City TV, *That's how Public Works* which has highlighted various City services and departments. Myles Rademan announced that Leadership 2000 applications are available; the deadline is the 15th of August.

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF JUNE 1, 2000 AND JUNE 15, 2000

Peg Bodell noted a correction to the work session notes. The Mayor requested a motion to approve the minutes, as corrected. Peg Bodell, "I so move". Shauna Kerr seconded. Motion carried unanimously.

V CONSENT AGENDA PUBLIC HEARING

Ordinance approving the adjustment to the lot lines for Lots 24 and 27 of the Park Meadows #6A Subdivision, 2447 Silver Cloud Drive, Park City, Utah - Brooks Robinson stated that the Planning Commission held a public hearing on June 14 and on June 28 forwarded a positive recommendation to the City Council with findings of fact, conclusions of law, and conditions. With no comments or questions from the City Council or the public, the public hearing was closed.

VI CONSENT AGENDA

The Mayor requested a motion to approve. Roger Harlan, "I so move". Fred Jones seconded. Motion unanimously carried

1. Ordinance approving the adjustment to the lot lines for Lots 24 and 27 of the Park Meadows #6A Subdivision, 2447 Silver Cloud Drive, Park City, Utah - See staff report and public hearing.

2. Award of contract to Geneva Construction in the amount of \$54,265 for construction and installation of a pressure reducing vault and valve at 703 Park Avenue - See staff report and work session notes.

VII PUBLIC HEARINGS

1. Land Management Code amendments Phase 1 - Chapter 7 Districts: ROS, POS, HR-2, HRM, HRC, HCB, RCO, SF, E, E-40, R-1, RM, RD, and RDM - and

2. Rezone of lower Park Avenue to HRM; rezone of east side of upper Park Avenue to HR-2; and rezone of platted lots south and east of Ontario and Marsac from HR-1 to HRL - Pat Putt explained that these two public hearings can be held concurrently. Through illustration of a map, Mr. Putt identified the Ontario area which contains several existing HR-1 zoned lots proposed to be rezoned to HRL. HR-2 and HTO areas will be combined into one zoning district which will be known as HR-2. The lower Park Avenue rezone is proposed for the new HRM zone. The draft includes all changes to date. He continued that there has been a request from the Solamere Home Owners to prohibit nightly rentals in the subdivision. The Planning Commission suggested that a footnote be added to the land use table for RD, indicating that nightly rentals can not include separate commercial uses. The Planning Commission also stated that it would be willing to entertain rezoning the subdivision from RD to SF, if initiated by the home owners. Language for conditional use permit criteria for vehicular access control gates is being fine-tuned. He continued that there may be comments from merchants in the HRC zone regarding outdoor display of merchandise, applicable to all commercially zoned areas. Four years ago, regulations were prompted by concerns of the outdoor storage of salt and other retail items, while recognizing that there are services and goods that are consistent with the community's outdoor recreation industry. Therefore, up to 15

bicycles, canoes, or kayaks are allowed to be displayed outdoors. There has been a considerable growth in the industry and staff has been contacted by various bike shops in town who are requesting an increase in the number of allowable bikes. Issues include bikes stored in a way that resulted in damaging or eliminating landscaping, created a problem for pedestrians on sidewalks, or displayed on buildings that may compromise the historic character. However, staff feels that the shops have done a good job in regulating themselves to make sure that those problems don't exist. Mr. Putt continued that the upper Park Avenue rezone to HR-2 has gone through the scrutiny of staff and the Planning Commission and there were modifications prompted by public input.

Through illustration of a map, Ms. Whetstone pointed out areas along the lower Park Avenue area and discussed existing and proposed zoning. Basically, lower Park Avenue will be zoned to HRM, with the exception of the west side from 10th Street and 12th Street which would remain in HR-1. The south portion of City Park is currently in the Estate Zone and it is recommended that it be zoned ROS, consistent with the rest of the park. Additionally, platted lots south and east of Marsac and Ontario Avenues should be zoned from HR-1 to HRL, primarily in consideration of the steepness of the slopes which require a two lot minimum for a single family dwelling. It also has more restrictions on nightly rental use and prohibits duplexes. The east side of upper Park Avenue, south of Heber Avenue, is currently zoned HR-1 with overlay zones HTO and HR-2. This location is now described as HR-2 and eliminates the additional 25 foot subterranean area allowed for commercial uses. Ms. Whetstone discussed Subzone B, including Swede Alley and Grant Avenue which allows commercial uses in historic structures with a facade agreement and full restoration of the building. Pat Putt recommended that Council not take action tonight, but open the public hearings. The final legal descriptions for the zoning map have not been provided and once those are available, staff is recommending adoption of the ordinances. Ms. Erickson asked about businesses on Park Avenue being rezoned to HRM and Ms. Whetstone clarified that if a business is currently licensed, the business can continue until there is a lapse for a year. Mark Harrington interjected that staff is investigating the Cattle Company Restaurant to determine if that use has been abandoned. Fred Jones understood the subterranean commercial use in the HR-2 has been eliminated and Ms. Whetstone clarified that there will be an exception if a plat amendment was made in good faith with an expectation of renovating an historic building and taking advantage of the 25 foot allowance. The exception would apply to the Meyer Gallery and Lido Gallery. She continued that the Planning Commission felt that there has not been much pressure from Main Street property owners for more intensive use, and given the parking problems, decided that at some point if there is interest, this could be revisited.

Peg Bodell asked if the regional commercial overlay is consistent with the County's code. Mr. Putt explained that this zone allows the City to explore another retail commercial center in the future should the need present itself. This overlay was created to accommodate the Snow Creek Subdivision and there was discussion to eliminate it. Ms. Bodell urged staff to clarify our intent with Summit County and Mr. Putt stated that RC requires a site specific MPD. Ms. Whetstone commented that she will contact the Summit County Planning Department before the ordinances

return to the City Council to make sure that compatibility concerns are met. The Mayor invited public input.

Howard Kadwit, Solamere resident, stated that because Solamere has large homes, there are Sundance, NBS and rave parties with 300 to 900 people. There are about 112 lots with about 75 homes and only about two homes are built per year. Because Solamere is in the RD zone, nightly rentals have been allowed and the CC&Rs only allow for seven night minimums, which have become very rare over the last few years. Rental companies have ignored the CC&Rs and there are three to five night rentals which is more typical of the industry. The CC&Rs also mean nothing to the out-of-state home owners who put their properties in rental pools. He continued that Solamere has become a magnet for large scale commercial operations and parties over the last several years. The home owners were surprised to learn that million dollar homes are being placed in rental pools and grossing \$80,000 per year. Many homes are being sold as an investment and marketed as quasi-hotels. Parties begin at 1 a.m. and people arrive in caravans. Mr. Kadwit requested that the City abate the commercial uses and change the zone to single family. The Mayor advised the home owners to petition for a zone change; he believed it would be favorably considered. Pat Putt explained that the City, a property owner, or neighborhood could initiate a zone change. The Planning Commission recommended that a property owner or home owners association initiate the zone change in Solamere. Because there are so many out-of-state property owners, the Commission was concerned about adequate notice. Mr. Kadwit added that when Mr. Putt met with the Board, he indicated that a zone change may be accomplished with the amendments to the Land Management Code. Another option could be adding a footnote in the land use table, banning commercial uses in nightly rentals in Solamere, but keeping it RD. Mr. Putt agreed that a number of options were discussed, but ultimately the Planning Commission felt that changing the zoning to SF was the most appropriate way to handle concerns. The Mayor agreed and encouraged Mr. Kadwit to proceed as he supports what the neighborhood is attempting to accomplish. Mr. Putt reiterated that the Planning Commission preferred the neighborhood initiating the zone change, and Ms. Kerr expressed her support of that recommendation. Mr. Kadwit again discussed a zone change occurring with LMC amendments, and pointed out that the application is confusing. The Mayor suggested that Mr. Kadwit work with staff. Fred Jones emphasized that it should go through a public process and the zone change can occur at any time, not necessarily concurrent with the amendments. Mr. Kadwit believed that bookings are already being made for Sundance and time is of the essence and the process may be cumbersome. He asked if there was support for a zone change from the City Council who indicated its support. Fred Jones added that there may be opposition among home owners who desire to rent their homes. Peg Bodell felt that a public process ultimately makes better neighbors. Mr. Kadwit thanked Council for its direction. Mr. Jones suggested that the Association may want to amend its CC&Rs.

Kathy Sturgis, White Pine Touring, addressed the section of the LMC regarding outdoor display of merchandise. Since 1996, recreation has boomed but the current ordinance limits the number of bikes displayed outdoors to 15. She believed that there are bike rack systems that

would not interfere with landscaping or pedestrians. More people are renting bikes or riding bikes as general transportation. Mr. Putt felt there are a couple of options, including increasing the cap or to have it performance-based and administratively reviewed. The Mayor believed that the industry has outgrown the number, and the bike shops have been displaying bikes in an acceptable manner. He didn't feel that a hard number is necessary but rather using criteria like maintaining the historic character of a building and landscaping. Ms. Kerr recalled the review of outdoor display of merchandise which was prompted by bags of salt, etc. and agreed with the Mayor that reviews should be site specific as bike racks add to the community. Fred Jones made a distinction between displayed bikes for rent or sale and those simply parked in a rack. Ms. Bodell felt that the number of outdoor racks should be in scale with the building and there may be a formula similar to the Sign Code. The Mayor felt that the bike shops have been doing an excellent job in displaying bikes and the City shouldn't over-regulate businesses. Mr. Putt clarified that staff will draft amendments to be reviewed by the Planning Commission and interested persons.

John Plunkett, UPAPA, expressed his appreciation of the hard work of the planning staff and Planning Commission. Mr. Putt and Ms. Whetstone have been very responsive to their zoning concerns in the neighborhood. He urged Council to pass the ordinance tonight with the exception of outdoor display and the zoning in Solamere, rather than holding up the rest of the zoning dealing with the other eleven zones. Ms. Kerr pointed out that the zoning map is still being produced and it would be premature to enact an ordinance without a zoning map. Fred Jones explained that the Solamere request will not hold up the passing of this ordinance and is really a separate matter.

With no further comments or questions, the Mayor requested a motion to continue the public hearings. Shauna Kerr, "I so move". Roger Harlan seconded. Motion carried unanimously.

VIII NEW BUSINESS

The Mayor requested a motion to continue Items 1 and 2. Roger Harlan, "I so move". Shauna Kerr seconded. Motion unanimously carried.

1. Ordinance approving a comprehensive and substantive re-write of the Land Management Code of Park City, Utah, specifically for the following sections HCB, HRC, HTO, RD, RDM, R-1, RM, ROS, E, SF, SF-N, HR-2, and RCO; creation of zoning districts, including POS, E-40, and HRM; and renumbering of the Land Management Code for codification in the Municipal Code of Park City, Utah - and

2. Ordinance amending the Official Zoning Map to rezone lower Park Avenue to HRM; rezone the east side of upper Park Avenue to HR-2; and rezone the platted lots south and east of Ontario and Marsac from HR-1 to HRL (motion to continue to a date uncertain)

3. Lease Agreement with Salt Lake Organizing Committee for use of the north end of City Park and Miners Hospital for the 2002 Olympic Winter Games - See staff report and work session notes. Frank Bell stated that the proposed agreement establishes a landlord and tenant relationship between the Salt Lake Olympic Committee and the City with respect to the north end of City Park, Miners Hospital and the Parks and Recreation Building. The terms and conditions of the agreement are outlined in the packet and were discussed earlier in work session. The components of the agreement deal with a rental fee of \$300,000, payable in three installments. The use period section outlines exclusive use and shared durations for set-up and dismantling and there are standard terms and conditions. There are minor language changes suggested by Council, which were discussed in work session, and an amendment to establish an escrow account as opposed to a bond or a letter of credit. In response to a question from Roger Harlan, Mark Harrington explained that Council can approve *in a form approved by the City Attorney* which allows him to make minor adjustments, not substantive changes. However, there have been a series of requested changes and it may be more appropriate for Council to render conceptual approval of the document which could be later ratified before signed. Peg Bodell stated she felt uncomfortable with the lack of public input on this matter from the neighborhood, understanding that the City has been negotiating terms of the agreement. Mr. Bell responded that he understood the neighborhoods would be involved in the mitigation plan which is a different issue. In his opinion, there has been a lot of publicity on the use of the property for the Olympics; the terms and conditions have been private because of negotiations. The Mayor emphasized that contrary to the editorial in the *Park Record*, there has been a lot of discussion on use of the properties and didn't believe that plans for a hospitality village in City Park is a surprise to the community. The previous Council identified and publicly discussed Olympic sites on numerous occasions. The Mayor asked if anyone in the audience is interested in making a comment on this matter. There was no response. Shauna Kerr added that the concept was discussed at Council's retreat in February and the staff report shared with the media. As a liaison to the Parks and Recreation Board and the Library Board, Mr. Harlan indicated that this issue has been discussed extensively by both boards. Ms. Bodell stated that she is concerned that there has been no public feedback and fears that residents aren't getting information. Shauna Kerr noted that she has not received any calls except from reporter Cornelia deBruin from *The Mountain Times* who couldn't be at the meeting. Frank Bell explained that he has tried to keep boards advised and maintain a dialog with the media. Surveying the neighborhood was never a direction from this or the former Council, because he believed there was consensus that City Park is a resource not only for enhancing our own Olympic celebration but for generating revenues. He expressed that he completely understands Councilmember's Bodell's comments as the City and SLOC are also concerned about impacts on the residential neighborhood. There are similar impacts to residents adjacent to Park City Mountain Resort and Deer Valley. To believe that everyone will be pleased with this arrangement is probably over-optimistic and his approach has been to fix problems, not abandon the project. Ms. Kerr stated that she feels Mr. Bell has followed Council's direction.

(a) Public input: The Mayor again invited public input. Hearing none, the public input session was closed.

(b) Action: Ms. Erickson disclosed that she has had conversations with citizens about leasing public facilities and it seemed not only to be common knowledge, but many people are excited about the Games. However, there were comments about residents probably not being able to participate in activities at City Park and not having the library available to the public. Mr. Bell clarified the intent to provide public access to the first floor of the Park City Library and Education Center. In fact, through the negotiation process, a strong partnership with the NOC and the Library has been established, prompting discussions on public programs and cultural exchanges. Shauna Kerr, "I move conceptual approval of this (agreement), subject to Mark (Harrington) working out the conditions discussed tonight." Candace Erickson seconded. Fred Jones understood that the agreement would come back to Council for final approval. Motion unanimously carried. Frank Bell understood that by virtue of this vote, the Council agrees to the basic terms and conditions including the rental fee and use periods, the language modifications discussed in work session, and an amendment to the guarantee section for damage.

4. Action required to reopen Round Valley trails - Dee Riley, Valderonde representative, stated that the City Attorney met with representatives of Valderonde and PRI and arrived at a good faith agreement to proceed with an easement. Mark Harrington explained that the City will be allowed to remove the barb wire so the trail can be used. The actual location of the easement has not yet been determined, but there is agreement on reopening the trail and access to the public will be restored as quickly as possible. Ms. Riley and the Mayor recognized the efforts of Mark Harrington.

IX ADJOURNMENT

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

* * * * *

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4 p.m. Members in attendance were Mayor Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Shauna Kerr. City Attorney Mark Harrington was also in attendance. Fred Jones, "I move to close the meeting to discuss litigation and property acquisition". Peg Bodell seconded. Motion carried unanimously.

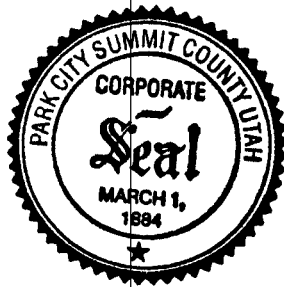
The meeting opened at approximately 4:30 p.m.

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City Council Meeting
July 6, 2000

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

Prepared by Janet M. Scott



Janet M. Scott
Janet M. Scott, City Recorder

CITY COUNCIL STAFF REPORT

DATE: July 6, 2000
DEPARTMENT: Planning
AUTHOR: Brooks T. Robinson
TITLE: Weekes replat
TYPE OF ITEM: Plat amendment to transfer part of lot 27 to lot 24, Park Meadows 6A subdivision

SUMMARY RECOMMENDATIONS: Conduct a public hearing, consider any public input and consider staff's recommendation for approval as conditioned or amended.

DESCRIPTION

Owner	Bryan Weekes
Location	2447 Silver Cloud Dr
Zoning	Single Family - SF
Adjacent Land Uses	Residential
Reason for Review	Plat amendments require Planning Commission review and City Council approval

BACKGROUND

The Planning Commission held and closed the public hearing at the regular meeting of June 14, 2000. On June 28, 2000, the Commission reviewed the findings of fact, conclusions of law and conditions of approval and forwarded a positive recommendation to the City Council.

The property is legally described as lot 27 of the Park Meadows 6A subdivision. It is rectangular in shape and 29,592 square feet in size. The property is improved with a single family house.

The applicant proposes to sell 9556 square feet of lot 27 to the adjacent owner of lot 24 and to memorialize this transaction by changing the location of the rear lot line. Lot 27 (new 27A) would be reduced in size to 20,036 square feet and lot 24 (new 24A) would increase in size to 43,543 square feet. Setbacks would be not become non-conforming.

The existing utility easements would remain and are not proposed to be relocated.

Analysis

The proposed lot sizes are in keeping with those in the neighborhood and comply with the minimum lot size requirement of the SF zone. Adjacent and near to lot 27, lots 28 through 31, along Meadows Drive, range in size from 17,528 s.f. to 23,323 s.f. Lots on Sunny Knoll Ct, where lot 24 is located, range in size from 22,323 s.f. to 48,401 s.f.

Lot 24A would be under a one acre in size. A concern raised by neighbors has been the ability to build a guest house on, or further subdivide lot, 24A. A guest house is a permitted use in the SF zone only on lots greater than one acre. Lot 24A would not meet this criteria.

Staff has been verbally informed that the owner of lot 24 wishes the area to remain as open space to best keep his view. By purchasing the land, the adjacent property owner can control the use of the property. Staff would recommend, as a condition of approval, that a note be placed on the plat that lot 24A cannot be further subdivided.

Department Review

This project has gone through an interdepartmental review. There were no issues brought up at that time. At such time as a final plat is required, the City Engineer and City Attorney will review the plat as to form and compliance with the Land Management Code prior to recordation.

Notice

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

Public Input

Staff received several phone calls about this project prior to the Planning Commission hearing. No public comments were entered at the hearing. Questions regarding use, potential for additional buildings (e.g. a guest house) and further subdivision were raised.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing, consider any public input and consider staff's recommendation for approval as conditioned or amended of the Weekes re-plat based on the following:

Findings of Fact:

1. The lot is located at 2447 Silver Cloud Drive, also known as lot 27 of the Park Meadows 6A subdivision, and is zoned Single Family - SF. Lot 24 is located at 2467 Sunny Knoll Court.
2. The proposed Weekes re-plat changes the rear lot line of existing lot 27 and adds 9556 square feet to the adjoining lot 24.
3. New lot 24A will be under one acre in size.
4. New lots 24A and 27A are compatible in size with neighboring lots.
5. The existing utility easements will remain.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. All other conditions of approval of the Park Meadows 6A subdivision continue to apply.
4. A plat note stating that lot 24A can not be further subdivided is required.
5. The utility easements on lot 24A will not be relocated.

EXHIBITS

Exhibit A - Location Map

Exhibit B - Proposed Weekes plat amendment

M:\CDD\BTR\COUNCIL\CC2000\Silver Cloud 2447 Staff.wpd

2447 Silver Cloud Dr.

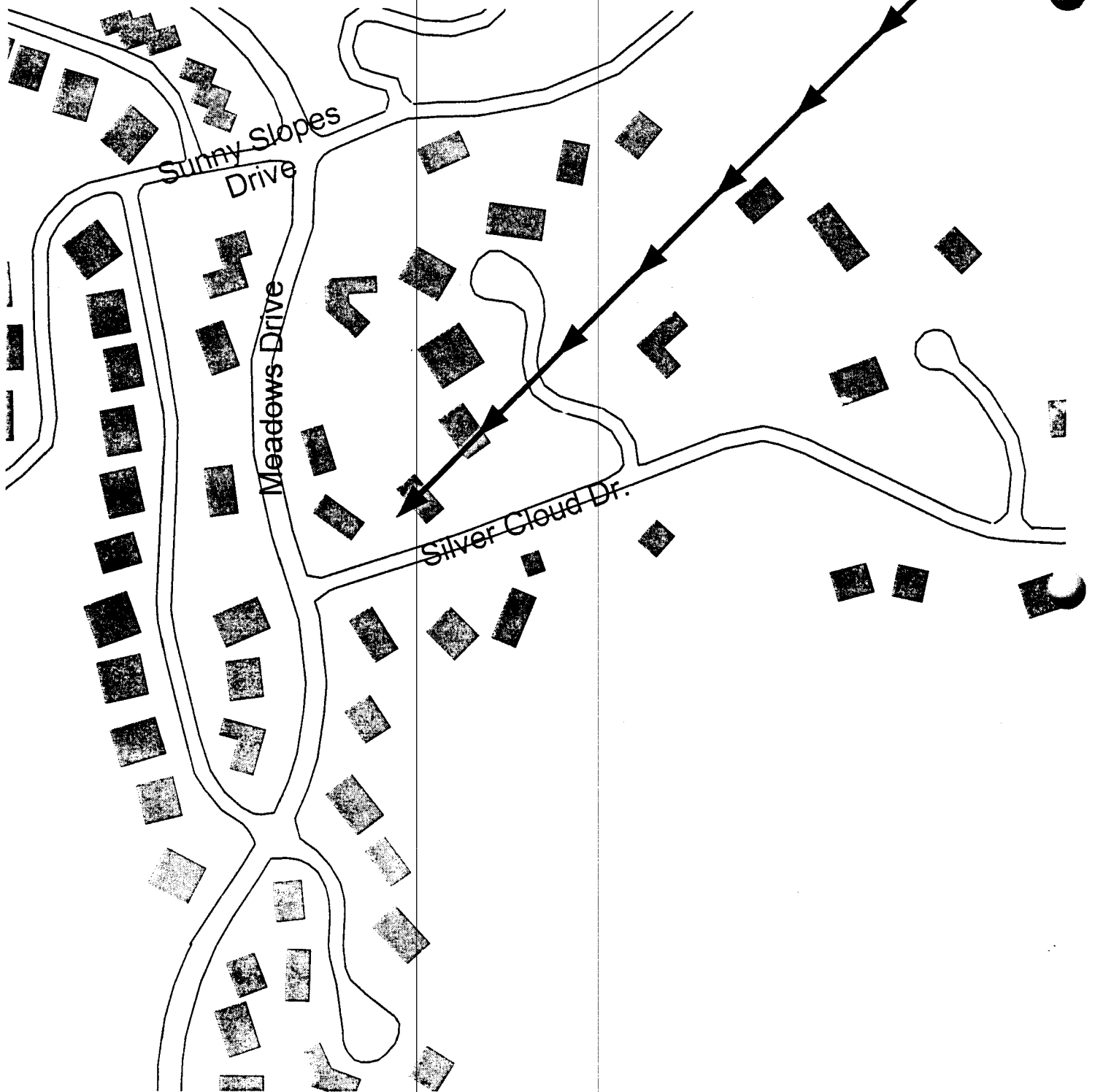


Exhibit A Vicinity Map



Lot 31

Lot 23

ATTENTION: REVISED SURVEY

Lot 30

Lot 29

Lot 28

Lot 25

Lot 26

LOT 24A
±43543 sq ft
±0.99 acres

Proposed
Lot 27
Lot Line
Adjustment

LOT 27A
±20036 sq ft
±0.46 acres

9556 sq. ft.

S 13°00'00" W
80.00'

N 09°00' W
107.88'

N 00°00' E
00.051'

S 52°35'23" W
222.34'

Line to be removed
95.00'
N 75°18'01" E

Line to be added
S 60°30' W
115.39'

S 13°30' E
11.965'

N 15°30' E
134.27'

70.00'
N 75°18'01" E

Arc L=61.26'
Radius=50.00'
Delta=70°12'00"

Arc L=77.95'
Radius=75.00'
Delta=121°36'34"

Delta=34°42'00"
Radius=125.00'
Arc L=75.70'

Arc L=85.94'
Radius=1553.53'
Delta=03°10'10"

S 85°25' W
85.75'

C/L SILVER CREEK

EXHIBIT B
RECEIVED
JAN 11 1990
PLANNING DEPT.

Ordinance No. 20-

AN ORDINANCE APPROVING THE ADJUSTMENT TO THE LOT LINES FOR LOTS 24 AND 27 OF PARK MEADOWS #6A SUBDIVISION, PARK CITY, UTAH.

WHEREAS, the owner of lot 24 of the Park Meadows #6A subdivision located at 2447 Silver Cloud Drive, have petitioned the City Council for approval of a lot line adjustment; 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 June 14, 2000, to receive input on the proposed lot line adjustment;

WHEREAS, the Planning Commission, on June 28, 2000, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 6, 2000, the City Council held a public hearing to receive input on the proposed lot line adjustment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the lot line adjustment.

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

SECTION 1. APPROVAL. The Weekes re-plat is hereby approved as shown in Exhibit A subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The lot is located at 2447 Silver Cloud Drive, also known as lot 27 of the Park Meadows 6A subdivision, and is zoned Single Family - SF. Lot 24 is located at 2467 Sunny Knoll Court.
2. The proposed Weekes re-plat changes the rear lot line of existing lot 27 and adds 9556 square feet to the adjoining lot 24.
3. New lot 24A will be under one acre in size.
4. New lots 24A and 27A are compatible in size with neighboring lots.
5. The existing utility easements will remain.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. All other conditions of approval of the Park Meadows 6A subdivision continue to apply.
4. A plat note stating that lot 24A can not be further subdivided is required.
5. The utility easements on lot 24A will not be relocated.

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

PASSED AND ADOPTED this 6th day of July, 2000 .

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Lot 31

Lot 23

ATTENTION: REVISED SURVEY

Lot 30

Lot 29

Lot 28

Lot 2

Lot 26

S 52°35'23" W
222.34

S 13°00'00" W
80.08

Line to be removed
95.00
N 75°18'01" E

9556 sq. ft.

S 19°30' E
71.965

Line to be added
S 60°10' W
116.39

N 09°00' W
107.88

N 00°00' W
150.00

LOT 27A
±20036 sq. ft.
±0.46 acres

LOT 24A
±43343 sq. ft.
±0.99 acres

Proposed
Lot 27
Lot Line
Adjustment

N 75°18'01" E
134.27

N 75°18'01" E
70.00

Arc L=61.26'
Radius=50.00'
Delta=70°12'00"

Arc L=77.95'
Radius=50.00'
Delta=72°17'36"

Delta=34°42'00"
Radius=175.00'
Arc L=75.70'

Arc L=85.94'
Radius=1553.53'
Delta=203°10'10"

SILVER CLOUD

EXHIBIT B
RECEIVED

PARK CITY
PLANNING DEPT



DATE: July 6, 2000
DEPARTMENT: Public Works
AUTHOR: John Lind
TITLE: Park Avenue Pressure Reducing Station Construction
TYPE OF ITEM: Contract Authorization

SUMMARY RECOMMENDATIONS: Authorize staff to enter into contract with Geneva Construction for construction of underground vault and pressure reducing components in the amount of \$ 54,265.

DESCRIPTION:

A. Topic. Construction of underground vault and water pressure reducing valve and components (PRV) on City property located by north front property edge at 703 Park Avenue.

B. Background. The existing pressure reducing vault that requires replacement is located in the center of the Park Avenue roadway between the Kimball Arts Center and Bad Ass Coffee. The existing vault is undersized, too shallow and this creates possible freezing conditions and, since it is the traffic lane, exposes water workers to significant safety hazards while working on this PRV. The PRVs throughout the system keep the operating pressures in check. The pressure coming into the vault at this location is 115 pounds with the pressure reduced to 45 pounds. This PRV works in conjunction with the PRV at lower Woodside and Norfolk PRV. There are 35 different PRVs in this system.

C. Analysis. The advertisement for bids was placed in the Park Record and Intermountain Contractor magazine. The ads were placed for the required two week time period. A required pre-bid meeting was also held and it was conducted on June 23, 2000. Each bidder was required to submit a 5% bid bond along with their bid. Bid closing and public bid opening was held Thursday, June 29, 2000.

The table below shows the bids:

Contractor	Engineer's Estimate	Hill's Construction	Byer Excavating	Geneva	Weyher
Amount	\$66,000	\$67,836	\$67,300	\$54,265	\$75,000

The low bidder is Geneva Construction. They are currently doing the City project on Woodbine and their bid reflects the deduction they made since they would not be required to do re-mobilization and available manpower and equipment is already on site. They would be able to begin the project on July 10, 2000.

The estimated time of completion is 45 days upon receipt of a "Notice to Proceed." They would be able to complete the required street cuts and be out of the way during Arts Festival. The project would be completed in advance of the lower Park Avenue overlay scheduled for the second week in September.

The construction of this project is in accord with the Capital Improvement Budget Program, Project number 705, Water Source Storage and Delivery. The engineers estimate is in accord with the budgeted amount and the bid amount reflects the reduction Geneva saw as required for mobilization.

D. Department Review.

This has been reviewed by Public Works, City Attorney's office for content, Finance, and Office of Capital Management and Budget.

ALTERNATIVES:

A. Authorize staff to enter into an agreements with the lowest qualified bidder with Geneva Construction in the amount of \$54,265.

B. Reject the low bid and authorize staff to enter into agreements with the second lowest qualified bidder Byer Construction in the amount of \$67,300.

C. Reject all bids and rebid:

D. Postpone a decision until last meeting in July: Bids are good for 60 days from date of bid opening.

E. Postpone the project indefinitely:

SIGNIFICANT IMPACTS:

Ready access to the PRVs and controls is of utmost importance to ensure that system pressures are maintained within an acceptable range. The system PRVs require monitoring and maintenance throughout the year.

The location and design of the existing PRV located in the travel way exposes water department personnel to possible mishap and the PRV could freeze. Should the PRV fail to operate properly water pressure would exceed 100 pounds per square inch and cause serious property damage due to broken residential water heaters, internal plumbing, and sprinkler systems.

Geneva Construction is already performing work in the area and they have the technical expertise to complete this project within the required time period. Any delay in authorizing a contract will provide a compression of the schedule for Park Avenue overlay which is scheduled to immediately follow completion of this project.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

Delaying the decision to construct and equip the PRV outside of the traffic area will continue to create a unsafe work area for water department personnel. The new vault will move the personnel out of the traffic area and provide the required burial depth for freeze protection. In addition, it will provide the additional room required to perform the maintenance activities.

RECOMMENDATION:

Authorize staff to enter into agreement with Geneva Construction in the amount of \$54,265 for the construction of the Park Avenue PRV and components.

PARK CITY

1884

CITY COUNCIL STAFF REPORT

DATE: July 6, 2000
DEPARTMENT: Planning Department
AUTHOR: Kirsten Whetstone, AICP *KAW*
TITLE: LMC Re-write- Phase I Zoning District revisions (ROS, HR-2, HRM, HRC, HCB, SF, RCO, E, R-1, RM, RD, and RDM), creation of a new Protected Open Space (POS) District, creation of a new E-40 District, and several rezone proposals (as described below).
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: 1) Conduct a public hearing, advise staff of any specific modifications to the Land Management Code Phase I for the ROS, POS, HR-2, HRM, HRC, HCB, RCO, SF, E, E-40, R-1, RM, RD, and RDM Zoning Districts, and adopt an ordinance to amend the Land Management Code to incorporate these revised zoning districts.

2) Conduct a public hearing and advise staff of any specific modifications to the proposed re-zones, as described below. Continue hearing on re-zones to a date uncertain to allow time to have all legal descriptions prepared and verified.

Attached as a separate document are updated draft zoning district revisions.

BACKGROUND:

The Planning Staff has been working on a comprehensive and substantive re-write of the City's Land Management Code for the past two years. On March 2, 2000 the City Council adopted the HR-1 (Historic Residential) and HRL (Historic Residential Low Density) zoning district revisions. On March 30, 2000 Council adopted the revised Chapters 1, 2, 12, and 13 (General Provisions, Definitions, Non-conforming Uses, and Off-street Parking).

On June 6, 2000 Council conducted a public hearing on the proposed re-zoning of lower Park Avenue, the east side of upper Park Avenue, and the platted HR-1 lots south and

east of Marsac and Ontario Avenues. At this hearing the Council discussed the re-zoning proposal of Lower Park Avenue in much detail. There was no specific direction to change the proposal as recommended by the Planning Commission. On June 8, 2000 staff received a letter from a property owner with several concerns regarding the rezone to HRL (Historic Residential Low Density) of platted lots south and east of Marsac and Ontario. Staff responded to the property owners concerns in writing and offered to meet to discuss these concerns.

Staff noticed this agenda item as a public hearing and recommends that Council conduct a hearing, consider input, and adopt the attached ordinance amending the Land Management Code (for the ROS, POS, HR-2, HTO, HRM, HRC, HCB, RCO, SF, SF-N, E, E-40, R-1, RM, RD, and RDM districts) as described below.

Staff has scheduled the remaining sections of Chapter 7 for public hearing before the Planning Commission in July and before City Council on August 3, with final public hearing and adoption of all remaining zoning districts scheduled for August 24th. This will complete Phase I of the LMC re-write. Staff is currently preparing drafts of Chapters 3, 4, 5, 6, 10 and 11 (as part of Phase II) for work session and public hearings before the Planning Commission in July and August. These Chapters will be forwarded to the Council in August and September for public hearing.

On March 22, 2000 the Planning Commission held a public hearing and forwarded to the City Council a positive recommendation on the HRC, HRM, RCO and SF Districts. The Planning Commission also forwarded a positive recommendation on the proposed re-zones (described below). On May 10, 2000 the Planning Commission discussed the HCB, HR-2, ROS, and POS (formerly the proposed COS) zoning district revisions, held a public hearing, and forwarded a positive recommendation to the City Council. On June 14, the Commission reviewed and forwarded to Council a positive recommendation on the R-1, RM, E, and E-40 zoning district revisions. On June 28 the Planning Commission forwarded to the City Council a positive recommendation on the RD and RDM zoning district revisions.

SUMMARY OF REVISIONS BY DISTRICT

ROS (Recreation Open Space) District and proposed POS (Protected Open Space) District

Several changes were made to the ROS District regarding land uses that are permitted as either a Conditional Use with Planning Commission review and approval, or as an Administrative Conditional Use with Community Development Department review and approval. These uses are highlighted in the list of land uses. Agriculture uses were re-instated as an Allowed Use, as they were in the previous Code. Criteria for raising and grazing of horses, etc. were added.

A definition of Agriculture will be added to Chapter 15 to clarify the meaning of Agriculture as in: Crop production; orchards; flower production; and raising and grazing of horses, cows,

sheep, goats and bees. No retail sales are permitted.

No changes were made to the Building Height and Setback requirements. Language was added regarding protection of Significant Vegetation. Review criteria for vehicle access control gates were added for those Districts where they are permitted with a Conditional Use Permit.

As previously discussed with the Planning Commission, staff drafted a zoning district intended for the sole purpose of maintaining undeveloped open space, wildlife, trail corridors, and other passive uses apart from the ROS zone. A draft of this POS (Protected Open Space) District, reflecting the Planning Commission's discussion and input, is included as an attachment.

HR-2 (Historic Residential 2) District

Staff and the Commission reviewed a graphic analysis of upper Park Avenue at the April 12 meeting. The analysis showed the area (east side of Park Avenue, backing to Main Street businesses) as it exists today and from an historical perspective. Historically the area was transitional in nature comprised of out buildings, support residential to shops, and other accessory uses to the commercial district. In recent times more residential uses have been added, often backing right up to the HCB property line with no adequate buffer area, but the area is not distinctly residential.

The resulting HR-2 district recognizes this transition area between Park City's core commercial/tourist destination area and Park Avenue residential uses and considers the following:

- *Mitigate impacts of commercial uses on the Park Avenue residences- including parking, noise, odors, service and delivery, mechanical, aesthetics, etc.
- *Protect viability of commercial district and consider ways to buffer commercial from complaints of the residential.
- *Provide flexibility for "zoning/land locked" property on the HR-2 side of the zoning line that is currently owned by Main Street business or property owners. (There are 5 such properties that extend 25' into the HR-2 district, not including those properties where common ownership extends from Main Street to Park Avenue.)
- *Fire & Emergency access to the rear of Main Street businesses.
- *Maintain pedestrian access between Park Avenue and Main Street.

The Commission agreed to remove the language regarding subterranean commercial uses crossing into the HR-2 district from the HCB zoning district. The Commission agreed to consider permitting those uses in the few instances where existing ownership on Main Street includes 25' back into the HR-2 in cases where a plat amendment has been approved with a specific intent to restore the existing historic structure as well as expand the business on the main floor and provide housing on the upper floor. Language regarding mechanical equipment, service and delivery, and commercial parking has been strengthened to further protect the adjacent residential neighborhood from commercial impacts.

The HR-2 district is a combination of the HR-1 zone and two previously existing overlay zones (HR-2 and HTO). The HTO is eliminated. Conflicting language and inconsistencies have been removed and the new HR-1 Site and Lot requirements and Steep Slope Conditional Use process have been added.

HRM (Historic Residential Medium Density) District

The HRM District is a new zoning district proposed to create a better transition between the HR-1 and HRC districts, as well as between the HR-1 and RC districts, along lower Park Avenue. There are many small historic structures on lower Park Avenue, north of Tenth Street. The Commission found the existing RM, Residential Medium Density, designation not very effective in preserving the existing historic residential character of this neighborhood. This new district is a combination of the HR-1 and RM districts with the following specific changes:

1. Reduces overall height from 33' (28' plus 5' for a pitched roof) to 27' (to the peak).
2. Architectural review against the Historic District Design Guidelines is required.
3. Allows 3' Side Yards for existing 25' by 75' lots.
4. Requires front facing garage doors to be setback 20' from the front Property Line; allows the main facade to be setback 15'.
5. Specific Conditional Use Review Criteria for development on Sullivan Road were added.
6. Requires review of limits of disturbance and language regarding Significant Vegetation was added.
7. Allows as a Conditional Use, in Historic Structures, limited commercial and office uses as an incentive to preserve and restore historic structures in the area. Residential type commercial uses, such as Bed and Breakfast Inns, Boarding Houses, and Minor Hotels are a Conditional Use and may occur in either Historic or Historically Compatible structures. Previously Bed and Breakfast Inns were an Allowed Use in the RM District.

These changes are consistent with direction given to Staff by the City Council in February of 1999 when these issues were discussed. At that time the Council generally agreed that limited commercial uses in Historic structures was in keeping with the character of lower Park Avenue, was reflective of the past, and provides additional incentives for restoration of historic structures on Park Avenue.

HRC (Historic Recreation Commercial) District

Previous changes to the HRC District included a Height reduction from 35' to 32', allowance for commercial uses with 2,000 sf of floor area or less to be Allowed Uses instead of Conditional Uses, and elimination of Master Planned Developments. Setbacks and floor area ratios for non-residential projects were not changed. Language was added regarding protection of Significant Vegetation.

No significant changes have been made to this District since last reviewed by the Council in February of 1999 and most recently by the Planning Commission in February of 2000.

HCB (Historic Commercial Business) District

Previous changes to the HCB District included the addition of Swede Alley development criteria, reductions in the facade height and facade stepping requirements for buildings adjacent to Swede Alley and residential districts, elimination of Master Planned Developments, and permitting bars/taverns as an Allowed instead of a Conditional Use.

Based on City Council and public input, staff drafted additional language to address access to commercial businesses, architectural design, parking, delivery to commercial uses from Main Street, trash and mechanical service, etc. to further mitigate impacts of commercial uses in the HCB district on adjacent and neighboring residential uses. Additional language was added to the purpose section to highlight the expectation that HCB uses will mitigate impacts they have on adjacent and neighboring residential uses.

SF (Single Family) District

Previous changes to the SF District included modified Front Setbacks to set front facing garage doors 5' behind the front facade of the house, allowed Bed and Breakfast Inns as a Conditional Use, eliminated cemeteries and riding academies from the list of Allowed and Conditional Uses, and added language regarding protection of Significant Vegetation. Recent changes include a restriction of Detached accessory apartments, guest houses, and secondary living quarters in the Holiday Ranchettes Subdivision. Neighborhood Markets have been deleted as a conditional use at the recommendation of the Planning Commission. The previous SF-N district is incorporated into the SF District and is eliminated as a separate district.

RCO (Regional Commercial Overlay) District

Previous changes to the RCO District included addition of Bed and Breakfast Inns, boarding houses and hostels, heliports, and transportation services as Conditional Uses. Recent changes include addition of specific review criteria for drive-up windows and language regarding Significant Vegetation.

E-40 (Estate 40 Acre) District

This is a proposed new zoning district created to preserve open space, enhance the natural environment and resources of Park City, and to provide a zone for rural and agricultural uses that require large lot sizes. The zone is similar to the E, Estate zone, but the minimum lot size is 40 acres, as opposed to 3 acres. There are currently no properties with this zoning designation. In cases of annexation where the use of the property has not been previously identified the zone could serve as a "holding zone" until the use is determined. The Planning Commission deleted setback exceptions, added specific criteria for raising and grazing of horses, and added language regarding protection of existing vegetation.

E (Estate) District

The primary revision to the Estate district was the addition of specific review criteria for Vehicle Access Control Gates as a conditional use. Bed and Breakfast Inns and garden nurseries were added as conditional uses. Multi-dwelling units were eliminated. Language

was added to address vegetation protection, architectural review, sensitive lands review, raising and grazing of horses, and outdoor events and music. No changes were made to Building Height, Lot size, or Setbacks.

R-1 (Residential) District

No changes were made to the Building Height and Setback requirements, with the exception of an increased front setback, by 5', for front facing garages. A vegetation protection section was added. Tri-plexes now require a conditional use permit and continue to include a requirement that all parking be within an enclosed structure and that at least 50% of the parking structure be located below Natural Grade. Architectural review for compliance with the Historic District Design Guidelines was added due to the proximity of existing historic structures and the HR-1 District.

RM (Residential Medium Density) District

The front setback for front facing garages was increased by 5'. The rear setback for tri-plexes and multi-dwelling units was increased to fifteen feet (15') from ten feet. Tri-plexes and multi-dwelling units require a conditional use permit. Neighborhood Markets were deleted as a conditional use at the recommendation of the Planning Commission. Language regarding protection of existing vegetation was added.

RD (Residential Development) and RDM (Residential Development Medium Density) District

Revisions to the RD and RDM districts are minor and consist primarily of editing for accuracy and consistency with other sections. Staff has also incorporated comments from the City Council, staff, and the public from past public hearings. Neighborhood Markets have been eliminated as a conditional (and allowed) use in these districts. Ski lifts, tows, and runs are a conditional use when considered to be part of an approved Ski Area Master Plan.

PROPOSED RE-ZONES

The Planning Commission held public hearings and forwarded a positive recommendation to the City Council on the following re-zoning proposals:

Lower Park Avenue

1. Re-zone to **HRM** zone, all **RM** (Medium Density Residential) and **HCB** (Historic Commercial Business) properties on Park Avenue, north of 10th Street and south of 15th Street.
2. Re-zone to **HRM** zone, the **HR-1** (Historic Residential) properties on the east side of Park Avenue between 10th and 12th Streets.
3. Re-zone **GC** (General Commercial) zoned property on the west side of Park Avenue, south of 15th Street, to **RC** (Resort Commercial).
4. Re-zone **RM** properties north of 15th Street to **RC**.
5. Re-zone to **ROS** (Recreation Open Space) all **E** (Estate) zoned City Park property on lower Park Avenue.

6. Re-zone to **HRM** (Historic Residential Medium Density) all E (Estate) zoned private property adjacent to 1102-1114 Park Avenue.

The purpose of these re-zones is to create a better transition between the HR-1 and HRC zoning districts, as well as between the HR-1 and RC districts, in the lower Park Avenue neighborhood. There are many small historic structures in this area and the existing RM designation has not been effective in preserving the existing and historic character of this neighborhood.

Marsac-Ontario area

1. Re-zone to **HRL**, all **HR-1** platted lots, located south and east of Ontario and Marsac Avenue.

The purpose of this re-zone is to address community concerns regarding development of steep lots that have difficult access, utility, design, and construction mitigation issues associated with them. The HRL designation is consistent with the zoning of similar lots in this area. Staff has prepared a matrix comparing the two zoning districts. The primary difference between these districts is the minimum lot size and minimum lot width requirements. Additionally, duplexes are not permitted in the HRL and are a Conditional Use in the HR-1. (See Exhibit A)

Upper Park Avenue, Upper Main Street, Swede Alley, Grant Avenue

1. Re-zone to the **HR-2** zone, all **HTO/HR-2** properties located east and west of Main Street, with the exception of City property along Marsac and Swede Alley which shall remain **HR-1** without the **HTO/HR-2** overlay.

The purpose of this re-zone is to consolidate and eliminate existing, confusing and inconsistent, overlay districts to create a new district that better addresses the interface of residential and commercial uses in the upper Park Avenue and Main Street Business areas of Park City. The proposed HR-2 District provides incentives for restoration and rehabilitation of historic structures on upper Main Street, Swede Alley, and Grant Avenue by allowing small scale commercial uses as a Conditional Use.

RECOMMENDATION: Staff requests the City Council conduct a public hearing on these zoning district revisions and the proposed re-zones. All Planning Commission and Council-directed modifications from previous work sessions and public hearings have been included in the draft revisions. Staff recommends the City Council adopt the attached ordinance to amend the Land Management Code and to continue the public hearing on the re-zones to a date uncertain.

EXHIBITS:

- A. HR-1/HRL matrix

**AN ORDINANCE APPROVING A COMPREHENSIVE AND SUBSTANTIVE
RE-WRITE OF THE LAND MANAGEMENT CODE
OF PARK CITY, UTAH, SPECIFICALLY FOR THE FOLLOWING
SECTIONS:**

**SECTION 7.2 -HISTORIC COMMERCIAL BUSINESS (HCB),
SECTION 7.3- HISTORIC RECREATION COMMERCIAL (HRC),
SECTION 7.4- HISTORIC TRANSITIONAL OVERLAY (HTO).
SECTION 7.5- RESIDENTIAL DEVELOPMENT (RD)
SECTION 7.6- RESIDENTIAL DEVELOPMENT MEDIUM DENSITY (RDM)
SECTION 7.7- RESIDENTIAL (R-1)
SECTION 7.8- RESIDENTIAL MEDIUM DENSITY (RM)
SECTION 7.12- RECREATION OPEN SPACE (ROS)
SECTION 7.13- ESTATE (E)
SECTION 7.15- SINGLE FAMILY (SF)
SECTION 7.16- SINGLE FAMILY NIGHTLY RENTAL (SF-N)
SECTION 7.17- HISTORIC RESIDENTIAL LOW INTENSITY COMMERCIAL
OVERLAY (HR-2)
SECTION 7.18- REGIONAL COMMERCIAL OVERLAY ZONE (RCO)**

**TO ADDRESS DEVELOPMENT ON STEEP SLOPES IN THE HISTORIC DISTRICT,
LOT AND SITE REQUIREMENTS FOR NEW CONSTRUCTION
AND ADDITIONS, BUILDING HEIGHT MEASUREMENTS,
PERMITTED AND CONDITIONAL LAND USES, AND
VEGETATION PROTECTION. AS PART OF THE COMPREHENSIVE
REWRITE OF THE LAND MANAGEMENT CODE
THESE SECTIONS ARE RENUMBERED AND INCLUDED IN THE
BODY OF THE MUNICIPAL CODE AS FOLLOWS:**

THE HCB SECTION BECOMES TITLE 15, CHAPTER 2.6.

THE HRC SECTION BECOMES TITLE 15, CHAPTER 2.5.

THE HTO SECTION HAS BEEN DELETED.

THE RD SECTION BECOMES TITLE 15, CHAPTER 2.13.

THE RDM SECTION BECOMES TITLE 15, CHAPTER 2.14.

THE R-1 SECTION BECOMES TITLE 15, CHAPTER 2.12.

THE RM SECTION BECOMES TITLE 15, CHAPTER 2.15.

THE ROS SECTION BECOMES TITLE 15, CHAPTER 2.7.

THE E SECTION BECOMES TITLE 15, CHAPTER 2.10.

THE SF SECTION BECOMES TITLE 15, CHAPTER 2.11.

THE SF-N SECTION HAS BEEN DELETED.

THE HR-2 SECTION BECOMES TITLE 15, CHAPTER 2.3.

THE RCO SECTION BECOMES TITLE 15, CHAPTER 2.17.

**IN ADDITION, THE FOLLOWING NEW ZONING DISTRICTS
HAVE BEEN CREATED TO ADDRESS OPEN SPACE,
AGRICULTURE AND RURAL SCALE USES, DEVELOPMENT ALONG
LOWER PARK AVENUE, AND COMPATIBILITY WITH THE HISTORIC DISTRICT:
THE POS (PROTECTED OPEN SPACE ZONE) AS TITLE 15, CHAPTER 2.8.
THE E-40 (ESTATE 40) AS TITLE 15, CHAPTER 2.9.
THE HRM (HISTORIC RESIDENTIAL MEDIUM DENSITY) AS
TITLE 15, CHAPTER 2.4.**

WHEREAS, protecting the health and safety of the residents and visitors to Park City and preserving the historic integrity of the Historic District are values of the community and identified goals of the City Council; and

WHEREAS, the City Council enacted amendments to the Land Management Code dealing with height and floor area ratios in December 1995, but further directed staff, the Historic District Commission, and Planning Commission to explore solutions to mitigate the mass and scale of new development in the Historic District and to develop regulations to ensure compatibility with existing historic structures; and

WHEREAS, the City is in the process of a comprehensive rewrite of the entire Land Management Code (LMC) to clarify and resolve existing inconsistencies; update regulations to be consistent with the General Plan; add graphics and illustrations; render the LMC document more user friendly; address development on steep slopes in the Historic District, review lot and site requirements for new construction and additions, review building height measurements, review permitted and conditional land uses, and add regulations related to protection of significant vegetation; and

WHEREAS, the Planning Commission duly published, noticed and conducted several public hearings at its regularly scheduled meetings, including September 22, 1999 and February 23, March 22, April 12, May 10, May 24, June 14, and June 28 of 2000; and

WHEREAS, the Planning Commission forwarded a positive recommendation to the City Council on the HR-2, HRM, HRC, HCB, ROS, POS, E-40, E, R-1, SF, RD, RDM, RM, and RCO Zoning District revisions; and

WHEREAS, the City Council duly published, noticed and conducted public hearings at its regularly scheduled meetings on June 8 and July 6 of 2000 and finds it in the best interest of the residents of Park City, Utah to amend the Land Management Code with regulations that maintain and preserve community values while safeguarding quality of life for its residents; and

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

SECTION 1. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.2 (HCB) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.6 attached hereto as Exhibit A. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.2 shall be resolved by the Community Development Director.

SECTION 2. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.3 (HRC) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.5 attached hereto as Exhibit B. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.3 shall be resolved by the Community Development Director.

SECTION 3. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.4 (HTO) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.3 (HR-2) attached hereto as Exhibit J. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.4 shall be resolved by the Community Development Director.

SECTION 4. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.5 (RD) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.13 attached hereto as Exhibit C. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.5 shall be resolved by the Community Development Director.

SECTION 5. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.6 (RDM) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.14 attached hereto as Exhibit D. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.6 shall be resolved by the Community Development Director.

SECTION 6. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.7 (R-1) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.12 attached hereto as Exhibit E. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.7 shall be resolved by the Community Development Director.

SECTION 7. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.8 (RM) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.15 attached hereto as Exhibit F. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.8 shall be resolved by the Community Development Director.

SECTION 8. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.12 (ROS) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.7 attached hereto as Exhibit G. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.12 shall be resolved by the Community Development Director.

SECTION 9. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.13 (E) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.10 attached hereto as Exhibit H. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.13 shall be resolved by the Community Development Director.

SECTION 10. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.15 (SF) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.11 attached hereto as Exhibit I. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.15 shall be resolved by the Community Development Director.

SECTION 11. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.16 (SF-N) is hereby deleted and incorporated into LMC Title 15, Chapter 2.11 (SF) attached hereto as Exhibit I. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.16 shall be resolved by the Community Development Director.

SECTION 12. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.17 (HR-2) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.3 attached hereto as Exhibit J. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.17 shall be resolved by the Community Development Director.

SECTION 13. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.18 (RCO) is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.17 attached hereto as Exhibit K. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.18 shall be resolved by the Community Development Director.

SECTION 14. ADDITION TO MUNICIPAL CODE-TITLE 15, CHAPTER 2. Park City Municipal Code Title 15, Chapter 2 is hereby modified to include Chapter 2.8 (POS) attached hereto as Exhibit L.

SECTION 15. ADDITION TO MUNICIPAL CODE- TITLE 15, CHAPTER 2. Park City Municipal Code Title 15, Chapter 2 is hereby modified to include Chapter 2.9 (E-40) attached hereto as Exhibit M.

SECTION 16. ADDITION TO MUNICIPAL CODE- TITL E 15, CHAPTER 2 Park City Municipal Code Title 15, Chapter 2 is hereby modified to include Chapter 2.4 (HRM) attached hereto as Exhibit N.

SECTION 17. EFFECTIVE DATE. This Ordinance shall be effective upon adoption.

PASSED AND ADOPTED this 6th day of July, 2000

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Jan Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

	Code Requirements	
	HR-1	HRL
Lot Size for single family residence	1,875 sf	3,750 sf
Lot Size for duplex	3,750 sf	not permitted use
Minimum Lot Width	25'	35'
Setbacks for stnd lot		
• Front	10 feet	10 feet
• Rear	10 feet	10 feet
• Sides	3 feet	3 feet
Parking	2 per dwelling unit	2 per dwelling unit
Height	27 feet.	27 feet
Maximum Footprint	844 sf	1,201 sf
Open Space Req	none	none

1. Development on slopes of 30% or more requires compliance with the Conditional Use Permit criteria for both the HR-1 and HRL Districts.
2. Nightly rental is an Allowed Use in the HR-1 and a Conditional Use in the HRL.
3. Lockout units are an Allowed Use in the HR-1 and a Conditional Use in the HRL.
4. Bed and Breakfast Inns, Boarding Houses, and Minor Hotels are a Conditional Use in the HR-1 in Historic Structures only. These uses are not permitted in the HRL.

EXHIBIT A.



DATE: July 1, 2000
DEPARTMENT: Olympics Services
AUTHOR: Frank Bell
TITLE: Lease Agreement for a Portion of City Park by the Salt Lake
Organizing Committee for the 2002 Olympic Winter Games.
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Discuss and approve a lease agreement with the Salt Lake Olympic Organizing Committee (SLOC) for the north end of City Park from, and including, the Miners Hospital/Recreation Building to Deer Valley Drive, and including a portion of Sullivan Road, for use as a Sponsor Hospitality Village in connection with the 2002 Winter Games.

DESCRIPTION:

A. Topic: A proposed lease agreement (Agreement) with SLOC for north end of City Park, including the Miners Hospital Community Center and the Recreation Building.

B. Background: In response to a number of Olympic sponsors wishing to have a presence in Park City during the 2002 Winter Olympics, SLOC has been searching for a suitable site for a "sponsor hospitality village" consisting of a number of temporary tents, trailers, and support equipment. The site needs to be a relatively large, flat, open area, reasonably close to the local competition venues, with good transportation and pedestrian access. It also needs to be affordable in the context of SLOC's budget, attractive for sponsor participation, and cost and time efficient to construct, tear down, and restore or repair as necessary upon conclusion of use. The concept has been discussed previously with the City Council and generally with the Olympic Celebrations Task Force. The Parks, Recreation and Beautification Board and the Planning Commission have been advised. The Agreement has been scheduled for public input under New Business.

C. Analysis: Over the last year, several sites have been examined including, the City Golf Course and the Racquet Club. The north end of City Park meets SLOC's requirements and, though not without impacts, seems to create the fewest and most easily mitigated public impacts.

Four general components are proposed in the Agreement.

1. **Use Areas** (see Agreement Exhibits 1 and 2) - The areas of proposed use (and uses) by SLOC and referred to in this report as "the north end of the park" include the Miners Hospital Community Center and Recreation Building (administration and facility support), the grass and

landscaped areas commonly used for rugby, soccer, and softball, and the tennis courts and sand volleyball areas (tents, trailers, and support equipment). Also included is the east side of Sullivan Road from the Park Avenue entrance to the park, north to Deer Valley Drive (transportation staging area), a portion of the circle drive around Miners Hospital (parking and access), and a small portion of park land north of Sullivan Road near the Snow Country Condos. The bike path along the east side of the park is unaffected.

2. Use Periods (See Paragraph 2 of Agreement and Exhibit 1) - The complexities of construction, marketing and use, and restoration require a multi-faceted approach to SLOC's use of the property. The agreement provides exclusive use of all use areas to SLOC from January 29, 2002 through February 28, 2002. There is also an exclusive use provision for the landscaped area (excluding buildings and building plaza areas)) of the park from December 1, 2001 through March 31, 2002 to allow for construction and installation of temporary facilities and removal and restoration upon conclusion of the uses. Finally, there will be times where SLOC will need short term, non-obtrusive access to, and use of, some park facilities for the purpose of planning and marketing the village. This non-exclusive use period extends from May 15, 2001 through November 30, 2001. The terms of the Agreement insure that normal operations of the park including summer recreational programs, the park group rental program, Christmas in the Park, and use of Miners Hospital by the Sundance Film Festival will not be disrupted.

3. Rental (See Paragraph 3 of the Agreement) - SLOC has agreed to pay the City \$300,000 cash in three equal installments due December 1, 2001, February 1, 2002, and April 15, 2002. SLOC also agrees, and will post appropriate security, to repair and restore damage to buildings, landscaping, equipment, or utilities caused by their use. There are several other somewhat more subjective terms and benefits described in the Agreement and this report.

4. Terms and Conditions - The remainder of the Agreement outlines terms and conditions of use, some of which are generated by the somewhat unique requirements of the Olympics, and some of which are standard conditions applied to leases for public property and facilities.

The Agreement is related to a broader Services Agreement which addresses principally what services the City will provide to SLOC; what services will be SLOC's responsibility; and how Park City will be compensated for the services it provides to SLOC. Some City services associated with the Agreement are actually addressed in the Services Agreement which will be presented to the Council later this year. Those services and payments as they are related to this Agreement are expected to be small when compared to the \$300,000 rent. Sections of the Services Agreement could amend and supercede this Agreement. Certain details are covered in the "Use Exhibits" which are just now receiving their final touches.

D. Department Review: The Olympic Services Department, Legal Department, Office of Capital Projects and Budget, and the City Manager have been involved in the preparation of this Agreement. The Leisure Services/Parks Department, Community Development Department, and Public Works Department have acted as consultants. The Parks/ Recreation and Beautification Board and the Planning Commission have been advised.

ALTERNATIVES:

A. Approve the Lease Agreement: Approval of the Agreement as proposed will set the terms and conditions set forth in the document in motion.

B. Deny the Approval: Denial will essentially kill the Agreement and the associated sponsor hospitality village. The community lacks other suitable sites, and the major terms and conditions (times of use, areas of use, and rental fees) have little room for further negotiation.

C. Continue the Approval Subject to Further Negotiations: Through our negotiations with SLOC, staff has attempted to design a lease agreement that fits the needs of SLOC and protects a wide variety of public interests with respect to the park and its buildings. As with any agreement, some terms are "deal breakers", while other conditions might be changed to more appropriately address specific issues. This Agreement could be continued pending further negotiations. It should be noted, however, that in order to properly market the village to sponsors, SLOC needs to know whether or not they can count on having the property in the very near future.

D. Approve the Agreement Contingent on Certain Modifications: If there are terms and conditions troublesome to Council which do not adversely impact overall approval of the Agreement, minor modifications could be made and incorporated into the final document.

SIGNIFICANT IMPACTS:

If approved, this lease agreement triggers several significant impacts, most of which, in the opinion of staff, are beneficial to Park City.

1. The City will benefit financially. The \$300,000 rental fee coincides with projected Olympic revenues as outlined in the City's Olympic Financial Plan adopted by the Council in 1999. The rental income will be used to offset other costs associated with events and activities during the Olympic Games.
2. The sponsor hospitality village will attract several thousand Olympic sponsors to Park City during the course of the Olympics. Sponsors will presumably patronize our businesses, stay in our lodging, and otherwise invest their time and resources into our community.
3. The village will help create a community-wide Olympic environment and provide a link between the competition venues and our business and cultural community. The use should be compatible with and support plans for a Community Olympic Celebration currently being developed by the Olympic Celebration Task Force for the south end of City Park and Main Street.
4. The negotiations for this Agreement represent a positive turn in the general discussions with SLOC which could be associated with other benefits from the Games.
5. The sponsor hospitality village may result in damage or over-use of park facilities and landscaping. Though provisions have been made for repair and restoration, mitigating impacts

can be time consuming and difficult to manage.

6. The village may create unsatisfactory neighborhood impacts and inconveniences, including noise, lighting, bus traffic, and short term access problems. Many of these problems are attributable to the Olympics in general and may not be particularly unique to this property during the Games. At the direction of the Council and staff, plans are either in place or are being developed to mitigate such impacts. Both SLOC and the City will have site managers on hand to resolve issues as they come up during use periods.

7. Closure of the Miners Hospital Community center during its exclusive use period will displace community functions including regular meeting of civic and service groups and some city employees. Many of the functions would probably not occur, or occur someplace else during the Olympics. The City will assist those displaced in finding alternative sites if necessary. Displaced City employees (Parks Department Administration) will have to be temporarily relocated. The Recreation Building is not as widely used during the winter and displacement of programs is not viewed to be a problem.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the approval is denied, it is doubtful that this project could be resurrected in another location, at another time, or under significantly different circumstances. It is likely that the proposal would die and no sponsor village be constructed. The City will not receive the expected rental income.

RECOMMENDATION:

Discuss and approve the Lease Agreement with the Salt Lake Olympic Organizing Committee (SLOC) for the north end of City Park from, and including, the Miners Hospital/Recreation Building to Deer Valley Drive, and including a portion of Sullivan Road, for use as a Sponsor Hospitality Village in connection with the 2002 Winter Games substantially as written in a form approved by the City Attorney. Staff continues to fine tune the language of the Agreement.



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DEPARTMENT: Olympics Services
AUTHOR: Frank Bell
TITLE: Lease Agreement for a Portion of City Park by the Salt Lake Organizing Committee for the 2002 Olympic Winter Games.
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Discuss and approve a lease agreement, in a form approved by the City Attorney, with the Salt Lake Olympic Organizing Committee (SLOC) for the north end of City Park from, and including, the Miners Hospital/Recreation Building to Deer Valley Drive, and including a portion of Sullivan Road, for use as a Sponsor Hospitality Village in connection with the 2002 Winter Games.

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made as of June ____, 2000 by and between PARK CITY MUNICIPAL CORPORATION ("Park City") and SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES OF 2002, a Utah nonprofit corporation ("SLOC") to set forth the terms and conditions under which SLOC will lease certain property in Park City, Utah. The parties agree as follows:

1. Use Areas. The property affected by this Agreement is the North End of City Park ("City Park") and Miner's Hospital ("Miner's Hospital") (See **Exhibit 1** attached hereto), having a street address of 1354 Park Avenue, Park City, Utah (collectively, "the Property" or the "Use Areas").

2. Use Periods. The Use Periods applicable to each of the Use Areas are set forth on Exhibit 1.

2.1 Exclusive Use Periods. Park City hereby leases to SLOC and grants to SLOC and/or its licensees or assigns the sole and exclusive use and control of, and the right to control all access to, the Use Areas during the Exclusive Use Periods designated in Exhibit 1. Each Exclusive Use Period shall include the period of time between 12:00 a.m. local time on the first date of the Exclusive Use Period and 11:59 p.m. local time on the last date of the Exclusive Use Period, inclusive, unless other hours are expressly provided herein.

2.2 Access at Other Times. Park City hereby grants to SLOC the nonexclusive right to have access to, conduct tours, and to do work and install SLOC Facilities in the Use Areas in preparation for the Olympic Winter Games of 2002 ("Games") provided that the schedules for such activities shall be provided to and approved by Park City, which approval shall not be unreasonably withheld or delayed. SLOC, subject to normal daily rental rates and first-come scheduling, may also engage in other hospitality activities during times other than the Exclusive Use Periods. The times and work schedule in Exhibit 1 are hereby approved by Park City. SLOC may designate times reasonably required for such installation and other work subject to the consent of Park City, which consent shall not be unreasonably withheld or delayed. SLOC shall coordinate the performance of such work with Park City, having due regard for other concurrent uses of and activities in the Use Areas, and nothing herein shall authorize SLOC

to interfere with or otherwise use the Use Areas in a manner which conflicts with the City's Christmas in the Park celebration, or other regularly scheduled activities at City Park as listed in the draft schedule attached as Exhibit ___, said Exhibit to be finalized and delivered to SLOC by May 15, 2001. Without limiting the foregoing, SLOC shall have the right of access to and use of the Use Areas on a nonexclusive basis preceding the first day of the Exclusive Use Periods in order to permit installation of temporary equipment and SLOC Facilities, and for up to 60 days after the end of the Exclusive Use Periods to permit removal of such temporary equipment and SLOC Facilities and restoration of the Property in accordance with Section 12. Any additional time due to inclement weather must be approved by the City, such approval shall not to be unreasonably withheld.

2.3 Concurrent Park City Operations in Use Areas. Notwithstanding SLOC's right to Exclusive Use of the Use Areas during the Exclusive Use Periods, upon Park City's request, SLOC shall approve concurrent use of an office for the Park City Venue Representative, in Miner's and up to six (6) parking places in close proximity to Miner's, by Park City for its normal operations if and to the extent such operations may continue without interference with SLOC's needs or operations hereunder, which approval shall not be unreasonably withheld or delayed. Any such concurrent use by Park City of the Use Areas shall subject to security requirements established by public safety authorities and SLOC, access and accreditation requirements established by SLOC.

3. Rent. SLOC shall pay to Park City rent for the Use Areas for the Use Periods in the amount of Three Hundred Thousand Dollars (\$300,000.00) (the "Rent"), to be paid in three equal installments of One Hundred Thousand Dollars (\$100,000.00). The first installment shall be due on December 1, 2001, the second installment shall be due on February 1, 2002, and the third installment shall be due on April 15, 2002.

4. Signage. Exterior signage shall be permitted for use at the Use Areas, subject to the following provisions: (a) SLOC shall submit a written plan for any such exterior signage at least sixty (60) days prior to the beginning of the Exclusive Use Period to the Park City Municipal

Corporation Planning Department for approval, which shall not be unreasonably withheld or delayed; and (b) any such approved signage shall not be constructed or installed in such a manner as to damage, impair or compromise the historic fabric and integrity of the Use Areas.

5. Utility Services. Park City shall be responsible to pay for existing utilities, including natural gas, electricity, sewer and water for the Use Areas. SLOC shall be responsible for any temporary utilities and all related costs during the Exclusive Use Periods. Janitorial and security service shall be provided by SLOC.

6. Permitted Uses. SLOC may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during the Exclusive Use Periods for the following (collectively "Permitted Uses"): (a) hospitality and sponsor-related activities; (b) management activities of SLOC; and (c) other uses incidental to any event or other activity constituting a Permitted Use, such as food and beverage service to sponsors and media events. SLOC shall install such SLOC Facilities in the Property as SLOC, in its discretion, determines are reasonably necessary in connection with the Games. The SLOC Facilities shall include those facilities which are required to conduct the Games in addition to Park City's, and may include without limitation tents, trailers, walking paths, service roads, generators, utilities, communications and broadcast lines and facilities, fencing and sanitation facilities. SLOC shall install the SLOC Facilities in a good and workmanlike manner and in compliance with applicable laws and ordinances. SLOC represents and warrants that the SLOC Facilities will be constructed, maintained and operated in compliance with applicable laws and ordinances, including without limitation the Americans with Disabilities Act and environmental laws and regulations such as Park City's Landscaping Ordinance attached as Exhibit __, for the normal uses of such facilities. SLOC shall have the further right, at its sole risk and expense, and using personnel, contractors and vendors of its choosing unless use of City personnel is required as otherwise stated in the Use Exhibit or City Service Agreement, in the Property during the Nonexclusive Use Periods and Exclusive Use Periods, to (a) supplement lighting, including without limitation the construction of lighting towers, (b) supplement heating, ventilation and air

conditioning systems, (c) construct or erect office space, fixtures, displays, video displays, staging areas, interview areas, hospitality areas, storage areas, fencing, temporary seating and other equipment, fixtures, systems and facilities necessary or appropriate for the staging of the Games and other Permitted Uses, (d) control all aspects of the decor of the Property and construct, install or erect such decorations in, on or above the Property, including but not limited to, graphics, flags, signs, pennants, banners, fliers and balloons, as approved by the Planning Department pursuant to paragraph 4, (e) install and/or supplement fencing, security systems, electrical power (including utility power, technical power, backup power, uninterrupted power, redundant mains, and redundant emergency generators), cabling, conduit, telephone, facsimile and other telecommunications and utility services, (f) install temporary machines, equipment and facilities, including without limitation, kiosks and pay telephones, automated teller machines, tents and trailers, (g) install and/or supplement existing radio communications equipment and systems, (h) install or supplement facilities for the sale or distribution of food, beverages and novelties, and (i) otherwise supplement or make any alterations and improvements to the Property in connection with practice for the Games or other Permitted Uses of the Property, including without limitation, the maintenance of security and crowd controls and any other alteration or improvement deemed necessary by SLOC. SLOC may perform such supplementation during the Exclusive Use Periods and Non-Exclusive Use Periods, as well as at other times as contemplated by Section 2 and Exhibit A, provided, however, that SLOC's construction activities during times other than Exclusive Use Periods shall be coordinated with the Park City's so that such activities do not interfere with the Park City's normal activities and operations.

7. Safety, Security and Access Control. SLOC may develop and implement comprehensive written instructions, procedures and operating guidelines for the Use Areas during the Exclusive Use Periods covering security, fire, safety, evacuation and emergencies subject to and in accordance with applicable laws and regulations. SLOC shall have the right to require that all individuals, including the Venue Representative and any employees, agents, representatives or contractors of the Park City, seeking access to the Property during the Exclusive Use Periods for any purpose submit to SLOC security background search required for

any type of accreditation or access permit. Notwithstanding anything to the contrary herein, SLOC shall have the right during the Exclusive Use Periods to deny access to or exclude or eject from the Property any person who fails to meet the criteria established for access to the Property, who fails to wear and display at all times while in the Property the appropriate SLOC accreditation card, access permit or uniform, or who otherwise fails to meet or comply with all security, accreditation and confidentiality procedures, policies and requirements imposed by SLOC.

8. Sullivan Road and Other Roads Within Use Areas. During the Exclusive Use Periods, SLOC shall have Exclusive Use of at least one lane and all associated parking (including the right to close to any use whatsoever not expressly authorized by SLOC) of Sullivan Road that lies within the Use Areas. SLOC shall coordinate non-exclusive access and control of all intersections of other roads that connect to Sullivan Road within the Use Areas, and any other roads which provide access to the Use Areas or other areas immediately contiguous to the Use Areas, to the extent such roads are owned or controlled by Park City.

9. Methods of Control of Exclusive Use Areas. The Use Areas and roads in the Property that are subject to SLOC's control during the Exclusive Use Periods may be controlled by any lawful means, in SLOC's sole discretion. Without limiting the generality of the foregoing, SLOC may erect temporary fencing, employ access control staff, patrol perimeters of the Use Areas, conduct searches of guests for illegal objects or objects that are prohibited by SLOC policies, and conduct searches of any individual, vehicle, package, container or equipment entering into a Use Area or using an included or contiguous road (as described above) during the Exclusive Use Periods. SLOC shall, to the extent permitted by law, at all times during the Exclusive Use Periods have the right to refuse admission to or cause to be removed any Person from the Use Areas.

10. Cooperation in Road Closures; Power Lines; Air Space Protection. Park City agrees to support and cooperate with SLOC in its effort to close Sullivan Drive (to the extent owned or controlled by or subject to the jurisdiction of state or municipal agencies) and any other

roads in and around the Property as required, in SLOC's opinion, for SLOC's use or other Games-related purposes during Exclusive Use Periods. Park City further agrees to cooperate with and to assist SLOC in notifying surrounding neighbors of road closures, if any, in the area and in public relations with affected Persons.

11. Limitations on Signage in or Visible from Property. Park City acknowledges that the IOC Charter, and the Host City Contract require that all commercial signage and commercial displays of every kind in or visible from the Use Areas be removed or covered during the Exclusive Use Periods. Without limiting the foregoing, Park City specifically agrees to comply with the requirements of Rule 61 of the IOC Charter (as amended), a copy of which is attached hereto as Exhibit 3 and made a part hereof. During the Exclusive Use Periods, Park City shall cooperate, and shall cause its contractors, agents and licensees in and around the Use Areas to cooperate, with SLOC in complying with the IOC Charter, and the Host City Contract. The Use Areas shall be delivered by Park City to SLOC free of any signage including without limitation names, logos and other signage or identifying material on telephones, food and beverage dispensing equipment and other equipment, products and supplies, as well as signage on buildings, equipment and fencing, in all parking and concession areas, and in or on any ground surface. Signage covering shall be in compliance with SLOC's specifications as to color, appearance and other characteristics, which shall generally be temporary, opaque fabrics installed, hung or applied in a manner that is visually appealing and acceptable.

12. Right to License. Without limiting the generality of any other provisions of this Agreement and notwithstanding anything to the contrary herein, SLOC shall, during the Exclusive Use Periods, have the express, sole and exclusive right (a) to license, sublicense or lease all or part of the Property to any Person for any purpose related to Permitted Uses, subject to rights of approval expressly reserved to the Park City above; (b) to assign, transfer or license its rights hereunder to any Person, subject to rights of approval expressly reserved to the Park City above; (c) to determine the pricing, terms and conditions for all such licenses, sales, grants and rights; and (d) to receive and retain all proceeds derived from any use, sale, license, grant,

promotion or other use of the Property or any activities, sales, services, or events occurring on the Property. Notwithstanding any license, sublicense, lease, assignment or transfer of its rights hereunder, SLOC shall not be released from its obligations hereunder. SLOC shall consult with the Park City and keep the Park City informed as to prospective licensees and assignees, and shall maintain Park City's usual operating standards in activities conducted in the Property by SLOC and its licensees.

13. Venue Representative. Park City shall designate a "Venue Representative" who shall be the operational liaison between Park City and SLOC and who shall be authorized by Park City to (a) ensure that the Property is maintained in good working order, (b) ensure that, at SLOC's request, access to and lock-down of the Property is provided to SLOC upon commencement of the Exclusive Use Periods, (c) serve as the representative of Park City for the services of any Park City personnel provided pursuant to this Agreement, (d) cooperate with SLOC planning, and (e) give or obtain any necessary consents, approvals or authorizations on behalf of Park City. The Venue Representative shall be a person experienced in managing the maintenance and operation of the Property and shall be approved in advance by SLOC, which approval shall not be unreasonably withheld. Unless otherwise provided for in the Services Agreement, the costs of providing the Venue Representative and any assistants to the Venue Representative to provide services under this Agreement shall be borne solely by Park City. Communications between the Venue Representative and SLOC shall be through the SLOC Site Manager.

The Venue Representative shall be available to SLOC on a 24-hour on-call basis during the Exclusive Use Periods, and shall respond to all requests and inquiries of SLOC promptly. The Venue Representative shall be based on-site at the Property during normal operating hours during Exclusive Use Periods whenever so requested by SLOC. As used herein, "Venue Representative" shall also include any such assistants or agents of the Venue Representative who, when the Venue Representative is unavailable, shall be fully authorized to act with all authority of the Venue Representative. From the date of this Agreement until the beginning of the Exclusive Use Periods, the Venue Representative shall coordinate with SLOC to be available

at such times as are necessary or appropriate for him or her to fulfill his or her obligations hereunder upon reasonable notice from SLOC.

14. Liens. SLOC shall not permit any liens to attach to the property for work done at SLOC's request or for SLOC's benefit. If Park City receives notice of any such lien against the property, SLOC shall promptly discharge the lien at Park City's request or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by SLOC. In the event Park City feels its title to the property is in jeopardy because of any lien SLOC has elected to attach to the property, Park City may discharge the lien and collect the amount paid from the SLOC. SLOC agrees to pay all reasonable costs incurred by Park City in the defense or discharge of any liens on the property.

15. Insurance.

15.1 Park City's Liability and Property Insurance. Park City shall, at its 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 and Two Million Dollars (\$2,000,000.00) in the aggregate. SLOC 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 SLOC prior to the commencement of any activity in the Use Areas under this Agreement, and shall be maintained continuously during the term of this Agreement. In addition to the liability insurance set forth above, Park City will procure and keep in force, fire and extended coverage insurance upon the Use Areas, covering the full insurable value of any real or personal property, owned, leased, licensed or otherwise controlled by or for the use of Park City in the Use Areas. Park City will furnish SLOC with evidence that such coverage has been procured and is maintained in full force and effect during the term of this Agreement.

15.2 SLOC's Liability and Property Insurance. SLOC shall, at its 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 and Two Million Dollars (\$2,000,000.00) in the aggregate. Park City 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 Park City prior to the commencement of any activity in the Use Areas under this Agreement, and shall be maintained continuously during the term of this Agreement. In addition to the liability insurance set forth above, SLOC will procure and keep in force, fire and extended coverage insurance upon the Use Areas, covering the full insurable value of any real or personal property, owned, leased, licensed or otherwise controlled by or for the use of SLOC in the Use Areas. SLOC will furnish Park City with evidence that such coverage has been procured and is maintained in full force and effect during the term of this Agreement.

15.3 Increased Insurance Risk. SLOC 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. SLOC will 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, or which may be reasonably be considered a fire hazard, a risk or unsafe so as to compromise the safety of the property or its inhabitants.

16. Right to Cure. In the event Park City fails to meet its obligations hereunder within a reasonable time under the circumstances after receipt of written notice to the Venue Representative from the SLOC Event Manager of such failure, SLOC shall have the right, but not the obligation, to complete any construction, make any payments, provide any services (either through its own employees or a third party), obtain equipment and/or take any other actions SLOC deems appropriate or desirable to obtain the benefits described herein, and Park City shall promptly reimburse SLOC for all actual and reasonable costs associated therewith, or, at SLOC's option, SLOC may offset such amounts against amounts otherwise payable to Park City as Rent. This remedy shall not be exclusive but shall be cumulative and in addition to all other remedies available to SLOC, whether in equity or at law. Park City and SLOC agree that thirty (30) days will normally be deemed to be a "reasonable time" within which Park City shall have a right to correct any such failure after notice from the SLOC Event Manager (or to

commence and thereafter to prosecute diligent corrective action where corrective action may require more than 30 days), but the parties also agree that, if action is required in a shorter period of time in order to meet the needs of the Games, then SLOC shall have the right to step in and cure any such failure under this Section in a timely manner in order to avoid jeopardizing the needs of the Games. The determination of whether and to what extent Park City has failed to meet its obligations hereunder shall be determined in consultation with the Venue Representative by the SLOC Event Manager or his or her designee.

17. Remedies.

17.1 Informal Dispute Resolution. The parties agree that any dispute arising in connection with the interpretation of this Agreement or the performance of any party under this Agreement or otherwise relating hereto shall be treated in accordance with the procedures set forth in this Section prior to the resort by any party to litigation in connection with such dispute. The dispute shall be referred for resolution to SLOC's Managing Director of Venue Development and Park City's City Manager or other persons designated in writing by the parties for the purpose of resolving disputes. Either party may invoke such procedures by presenting to the other party a "Dispute Resolution Notice" that identifies the issue in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within thirty-six (36) hours after delivery of the Dispute Resolution Notice. If informal procedures do not resolve the dispute, then the parties may proceed to exercise other remedies in accordance with law.

17.2 Equitable Remedies. In the event of a breach by either party of any of the material provisions of this Agreement, the non-breaching party, in addition to all other rights and remedies it may have, shall be entitled to preliminary and permanent injunctive relief, including specific performance, it being acknowledged and agreed by the parties that a breach of this Agreement by either party will cause irreparable injury to the other party for which money damages alone will not provide an adequate remedy. Nothing contained in this Section shall be construed as a waiver by either party of its right to defend against such a claim for equitable relief except as expressly stated in this section.

18. **Notice.** All notices, requests, consents and demands shall be given to or made upon the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other party. Unless otherwise agreed in this Agreement, all notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("fax") (with a copy to follow by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party addressed as aforesaid. If sent by confirmed air courier, such notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such notice shall be deemed to be given upon the date of a confirmed transmission, provided that a copy of such notice is also sent that day by first class mail.

If to Park City:

with a copy to:

City Manager
Park City Municipal Corp.
Post Office Box 1480
Park City, Utah 84060
Telephone: (435) 615-5006
Facsimile: (435) 615-4901

Mark D. Harrington, City Attorney
Park City Municipal Corp.
Post Office Box 1480
Park City, Utah 84060
Telephone: (435) 615-5029
Facsimile: (435) 615-4901

If to SLOC:

Salt Lake Organizing Committee for the Olympic Winter Games of 2002
200 South 257 East, Suite 600
Salt Lake City, Utah 84111
Attn.: General Counsel
Telephone: (801)212-2002
Facsimile: (801)364-7644

19. **Care, Repair and Restoration of Premises by SLOC.** SLOC will not commit any waste on the Use Areas nor shall it use or permit the use of the Use Areas in violation of any state

law or county or municipal ordinance or regulation applicable thereto. SLOC may, at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the portion of the Use Areas as SLOC may require for the conduct of its business without, however, materially altering the basic character of the building or improvements or weakening any permanent structures in the Use Areas. Upon expiration of the Use Periods, SLOC shall remove any temporary equipment and SLOC Facilities from the Use Areas, restore the Use Areas following the Games to a condition comparable to their condition prior to the commencement of SLOC's activities hereunder, subject to normal and reasonable wear and tear, and surrender the Use Areas to Park City. SLOC shall coordinate its removal and restoration activities with the Use Areas in order to give priority to areas required for resumption of Park City's normal operations following the Games.

20. Alterations by Park City. The Use Areas and the Park City Facilities shall not be modified by Park City, and no new construction shall be commenced by Park City in the Use Areas that would delay or interfere with the use of the Use Areas in connection with or support of the Games. Park City agrees to submit any plans (including long-term master plans) which contemplate any alteration of or new construction in the Use Areas prior to the end of the Exclusive Use Periods to SLOC for SLOC's review and approval. SLOC shall review such plans promptly, and shall not unreasonably withhold approval. If construction planned by Park City would otherwise interfere with Games preparation or operations, SLOC and Park City agree to develop mutually acceptable alternate plans, to be implemented at the expense of Park City.

21. Public Phones; Automated Teller Machines. All signage on existing permanent public phones and automated teller or cash machines within the Property shall conform to SLOC's signage requirements during the Exclusive Use Periods. SLOC shall have the exclusive right to cover and/or remove from service existing public phones and automated teller or cash machines, and to add temporary public pay phones, charge-a-call phones and automated teller or cash machines within the Property during the Exclusive Use Periods under Section 4, and all such phones or automated teller machines shall be controlled by SLOC. All

concession revenues for these temporary phones and automated teller machines shall belong solely to SLOC. SLOC shall uncover and restore existing public phones and automated teller or cash machines following the Exclusive Use Periods.

22. Landscaping Guarantee. Prior to commencing Exclusive Use of the Facilities, SLOC shall execute and provide a Landscaping Guarantee in form substantially the same as Exhibit ___, in an amount established by the Park City Community Development Department.

23. Payment of Taxes and Other Assessments. SLOC or its designees (directly or through authorized agents or licensees) shall pay any applicable business fees or licenses assessed by Park City on business conducted in the Use Areas under this Agreement. Park City shall not impose or charge any additional fee or surcharge on SLOC's activities in the Use Areas during the Use Periods, including without limitation, on (a) the sale or use of tickets marketed and sold by SLOC to activities in the Use Areas, (b) the parking of cars or buses by patrons or others using the Use Areas, (c) the license, use or grant of rights to any Person to advertise, sell or promote any product, goods or services in the Use Areas, (d) catering or the sale of any food, beverages, novelties, souvenirs or other merchandise in the Use Areas, or (e) any other sale or events or other uses of or activities in, on or above the Use Areas during Exclusive Use Periods.

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24. Indemnification.

24.1 By SLOC. SLOC shall indemnify, defend and hold harmless Park City and its officers, employees and agents from and against any and all costs, losses, liabilities, damages, lawsuits, claims and expenses arising out of third-party claims, including without limitation court costs, reasonable attorneys' fees and disbursements, and all amounts paid in investigation, defense or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from the intentional or negligent acts or omissions of SLOC, its officers, trustees, employees, volunteers, agents and representatives in connection with this Agreement. SLOC's obligation under this section shall survive the termination or expiration of this Agreement.

24.2 By Park City. Park City shall indemnify, save and hold harmless SLOC, Salt Lake City, the USOC and the IOC and their respective directors, trustees, officers, agents, representatives, and employees from and against any and all costs, losses, liabilities, damages, lawsuits, claims, and expenses arising out of third-party claims, including without limitation court costs, reasonable attorneys' fees and disbursements and all amounts paid in investigation, defense or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from the intentional or negligent acts or omissions of Park City, its officers, trustees, employees, volunteers, agents and representatives in connection with this Agreement. The indemnification obligations of Park City under this section shall survive the termination of this Agreement. Nothing herein shall waive any immunity nor defense of the Utah Government Immunity Act.

25. Unrelated Parties. It is expressly understood and agreed by Park City that:

(a) None of Salt Lake City, the State of Utah, the IOC, the USOC or any officer, director, trustee, member, employee, agent, volunteer or representative of Salt Lake City, the State of Utah, the Utah Sports Authority, the IOC or the USOC, or any officer, director, trustee, member, employee, agent, volunteer or representative of SLOC (each, for purposes of this section an "Unrelated Party"), shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the parties relating to the subject matter hereof;

(b) Without limiting the foregoing, SLOC shall not be deemed to be an agency, instrumentality, partner, joint venturer or agent of any Unrelated Party; and

© Park City, for itself and its successors and assigns, hereby irrevocably waives and releases, and hereby agrees and covenants to refrain from bringing or causing to be brought, any claims that Park City has, claims to have or may have against any Unrelated Party, to the extent any such cause of action arises from this Agreement or services or payments arising from this Agreement.

(d) This Section is intended to implement Utah Code Ann. §63A-7-107(5) insofar as it pertains to Salt Lake City, the Utah Sports Authority and the State of Utah, and shall be construed consistently therewith.

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

27. **Waiver.** It is agreed that the waiver of any of the covenants of this 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.

28. **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.

29. **Costs and Attorneys' Fees.** Park City and SLOC each agree that in the event of any dispute or litigation involving this Agreement, the prevailing party shall be entitled to all costs of suit, including reasonable attorney's fees.

30. **Entire Agreement; Amendment.** This Agreement constitutes the entire and only agreement between parties as to the subject matter hereof, and it cannot be altered except by written instrument signed by both parties.

31. **Right to Terminate in Certain Events.** SLOC reserves the right to terminate this Agreement upon written notice to Park City, if the International Olympic Committee ("IOC") withdraws the right of SLOC to host the Games in Salt Lake City or the Games are cancelled for any reason.

32. **Relation to City Services Agreement.** The parties intend to enter a City Services Agreement and said Agreement shall amend and modify the terms of this Lease as provided for in the Agreement. If the parties fail to execute the City Services Agreement by May 15, 2001, the parties shall in good faith amend this Lease to incorporate additional provisions as necessary.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the date first set forth above.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, Mayor

Attest:

Janet Scott, City Recorder

**SALT LAKE ORGANIZING COMMITTEE FOR THE
OLYMPIC WINTER GAMES OF 2002**

Mitt Romney, President and Chief Executive Officer

Approved as to form:

Mark D. Harrington, City Attorney

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DRAFT

EXHIBIT 1 USE AREAS

Owner: Park City

Use Areas: City Park: Includes the area delineated on Exhibit "2" as "City Park," including all playing fields; recreation building, restrooms, tennis, basketball, volleyball courts and the lot across Deer Valley Drive, but excluding Miners Hospital (which is a separate Use Area). All parking from the area around Miner's Hospital north on Sullivan Drive owned or controlled by Park City Municipal Corporation. One lane of Sullivan Drive from the entrance off Park Avenue to the exit on Park Avenue shall remain open to permit access to residents, designated guests and designated businesses. Access will be permitted at all times according to access passes issued by Park City Municipal Corporation.

Miners' Hospital: Miner's Hospital and the roads and parking from Miners' Hospital north. SLOC shall approve use of the first office on the right through the main entrance for the Park City Venue Representative.

Use Periods

And Type: City Park: Exclusive Use from December 1, 2001 through March 31, 2002

Miners' Hospital: Exclusive Use from January 29 through February 28, 2002

City Park and Miners' Hospital: Pre Game Access/Non-Exclusive Use from May 15, 2001 through November 30, 2001

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Permitted Uses Hospitality, office space, parking, meeting and conference space.

Time Limits No Hospitality nor bus service shall be provided at City Park from 12:00 midnight to 6 a.m. – that time may only be used for service, preparation and clean-up.

Basic City Services.

Park City is responsible for utilities at the permanent buildings, playing fields lights and parking area lights in the Use Areas.

Park City is responsible for sight line protection in the Use Areas.

Services provided by SLOC

Cleaning Services: SLOC shall provide Cleaning Services within the Use Areas during the Exclusive Use Periods.

Snow removal: SLOC shall provide snow removal services within the Use Areas during the Exclusive Use Periods, as well as the traffic lane of Sullivan Road for use by designated residents, guests and businesses.

Waste removal: SLOC shall provide waste removal services within the Use Areas during the Exclusive Use Periods.

Access Control: SLOC shall provide access control within the Use Areas during the Exclusive Use Periods.

Traffic Control: SLOC shall coordinate with Park City on traffic control into City Park on Sullivan Road and at all intersections of other roads that connect to Sullivan Road within the Use Areas, and any other roads which provide access to the Use Areas or other areas immediately contiguous to the Use Areas, to the extent such roads are owned or controlled by Park City. SLOC shall coordinate with Park City to allow residents and guests access to their homes.

Utilities: SLOC shall provide utilities to the temporary improvements within the Use Areas during the Exclusive Use Periods.

Temporary Improvements: SLOC shall provide all temporary improvements within the Use Areas during the Exclusive Use Periods.

Merchandise/Food Concessions: SLOC is responsible for all merchandise and food sales and Services within the Use Areas during the Exclusive Use Periods.

Restoration: SLOC is responsible for the restoration.

Notice: SLOC will cooperate with the City to give notice of SLOC's activities in the Use Area to properties within 300 feet of the Use Areas by giving public presentation(s) or information packets for meeting or mailings coordinated by the City. SLOC shall also use good faith efforts to give notice to its sponsors of the City programming opportunities at the south end of City Park.

EXHIBIT 2
MAP OF USE AREAS

DRAFT

PROJECT NAME: _____
DATE OF AGREEMENT: _____ EXPIRATION OF SECURITY: _____
FINANCIAL INSTITUTION: _____ PHONE: _____
LANDSCAPE: \$ _____ IMPROVEMENTS: \$ _____

**AGREEMENT FOR REPAIR OF PUBLIC IMPROVEMENTS AND LANDSCAPING
IRREVOCABLE LETTER OF CREDIT**

This Agreement is made by and between Salt Lake Organizing Committee for the Olympic Winter Games of 2002 (hereinafter "Developer") and Park City Municipal Corporation (hereinafter "City"). Developer has proposed or constructed a temporary project consisting of hospitality tents and related structures, at City Park and Miners Hospital located within Park City. The project has a street address or approximate location of 1354 Park Avenue, Park City, Utah.

Developer has entered into a Lease Agreement with the City to allow for the construction of such structures on the condition that the property is restored and completion landscaping (referred to as "Improvements" below). Pursuant to the Lease Agreement, the Developer agreed to guarantee securing the satisfactory construction and installation of the required Improvements within a period of 60 days from the end of the Use Period. Developer shall also warrant that the Improvements constructed or installed shall remain in good repair for a period of one year following installation. Developer desires to provide such security and warranties.

Now therefore, in consideration of the mutual promises, terms, and conditions hereof, the parties agree as follows:

1. The Developer shall construct, install and pay for the required Improvements within the above-described project. The Improvements shall be constructed to City standard specifications. The Improvements required are set forth in the attached Exhibit A which has been prepared or approved by the City Engineer and is a part of this Agreement, and also the approved site and landscape plans on file with the Community Development Department which are also made a part of this Agreement.
2. Developer covenants and agrees to construct and install the required Improvements as described in Exhibit A within a period of 60 days from the end of the Use Period. Developer covenants and agrees to pay the full and total cost of the construction and installation of Improvements called for by this Agreement, the amount of which is agreed to be \$ _____ for physical improvements, and \$ _____ for landscaping. In the event of a default or noncompliance, the Developer agrees that the City shall have the right and be entitled to a degree of specific performance of all covenants and promises contained in this Agreement and such other remedies as are available by law or specified in this Agreement.

**Agreement for Repair of Public Improvements
and Landscaping - Letter of Credit**

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3. Additionally, Developer warrants and guarantees that the Improvements required under this Agreement shall be constructed in a workmanlike manner and shall be free of defects in materials and workmanship for a period of one year after the date the Improvements are accepted by the City Engineer, which acceptance shall not be unreasonably withheld. Landscaping shall be watered and maintained for one year by the City, and plants that do not survive through that year shall be replaced by Developer.
4. In addition to making the foregoing covenants, Developer herewith files an irrevocable Letter of Credit with the City for the performance of Developer's obligation to construct the Improvements, including landscaping, described in Exhibit A to this Agreement. The Letter of Credit is attached hereto as Exhibit B. The principal amount is one hundred and twenty-five percent (125%) of the City Engineer's estimated construction and installation costs.
5. So long as the Developer is making diligent progress on completion of the Improvements, the City agrees that it will not make demand or collect upon the proceeds of the Letter of Credit, provided, however, that the City may draw upon the security at any time during the thirty (30) days immediately prior to the Letter of Credit's expiration, regardless of when that occurs, in order to preserve the security for the construction of any then incomplete Improvements or renewal of the security to guarantee the Improvements for one year following completion. Prior to making a demand or draw on the Letter of Credit, the City shall give written notice to the Developer of its intent to make a draw, and state the nature of the default of the Developer giving rise to the draw.
6. As construction progresses on the Improvements, Developer may request a reduction in the amount of the Letter of Credit then on deposit to reflect the percentage or work acceptably performed. Such requests shall be directed to the City Engineer, and upon inspection and approval of the work done and the percentage of the total Improvements completed, the Letter of Credit may be reduced. The security may be reduced by that percentage of its total (exclusive of the twenty-five percent (25%) guarantee amount) that corresponds to the percentage of the total Improvements then completed.
7. When drawing against the Letter of Credit funds for the completion of the Improvements, the City Engineer shall estimate the actual construction or installation costs of the incomplete Improvements, plus the City's cost for administrative time in supervising the completion, and draw so much of the proceeds of the security as necessary to complete the Improvements. The City may draw all funds necessary in a single draw, but shall have the right to make successive draws of lesser amounts if it deems that appropriate. Any surplus funds drawn shall be repaid to Developer. All funds drawn by the City will be used to complete the Improvements and for no other purpose.

**Agreement for Repair of Public Improvements
and Landscaping - Letter of Credit**

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8. Upon completion of the required Improvements, whether by Developer or by the City, the amount of the Letter of Credit shall be reduced to twenty-five percent (25%) of the construction costs of the Improvements, and the security shall be held for a period of one year to guarantee the adequacy of materials and workmanship of the Improvements. If the Letter of Credit has an expiration date that will occur sooner than the end of the one-year guarantee period, the City shall have the right to require Developer to post an additional or renewal security, or, if Developer fails to provide the additional security, the City may draw on the existing Letter of Credit during the last thirty (30) days of its term, and hold the funds as security for the guarantee period. The amount of this draw shall not exceed twenty-five percent (25%) of the construction and installation costs. Any funds drawn but not expended on repairs or corrective work on the Improvements during the guarantee period will be refunded to Developer without interest at the end of the guarantee period.
9. It is the intent of the parties to this Agreement that Developer will complete the project Improvements as described on Exhibit A, and that the obligation to complete those Improvements is the Developer's. In the event the City is required to complete the Improvements upon the default of the Developer, Developer agrees to pay the reasonable value of the City's services in administering the construction and installation of those Improvements, and also all costs and fees including attorney's fees incurred by the City in the enforcement of this Agreement. In the event the proceeds of the Letter of Credit are not sufficient to pay the construction and administrative costs of the required Improvements, Developer agrees to promptly pay any deficiency that might occur or provide the proper increase in the required security. Developer, for himself or itself, and for its successors and assigns, grants the City and its contractors, a right of entry on the project for purposes of inspecting and, if necessary, constructing and installing the Improvements.
10. This Agreement is made for the benefit of the City. Subsequent purchasers of interest in the project, or lien holders and other third parties shall have no interest of any kind in the proceeds of the Letter of Credit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this
_____ day of _____, 2000.

DEVELOPER

By: _____
Print Name: _____
Title: _____

Mailing Address:

**Agreement for Repair of Public Improvements
and Landscaping - Letter of Credit**

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CORPORATE ACKNOWLEDGMENT

STATE OF _____)

: ss.

COUNTY OF _____)

On this ____ day of _____, 199_, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of _____, and acknowledged to me that the preceding Agreement was signed on behalf of said company, by their authority and he/she acknowledged that the company did execute the same for its stated purpose.

NOTARY PUBLIC

PARK CITY MUNICIPAL CORPORATION

Print Name: _____

Title: _____

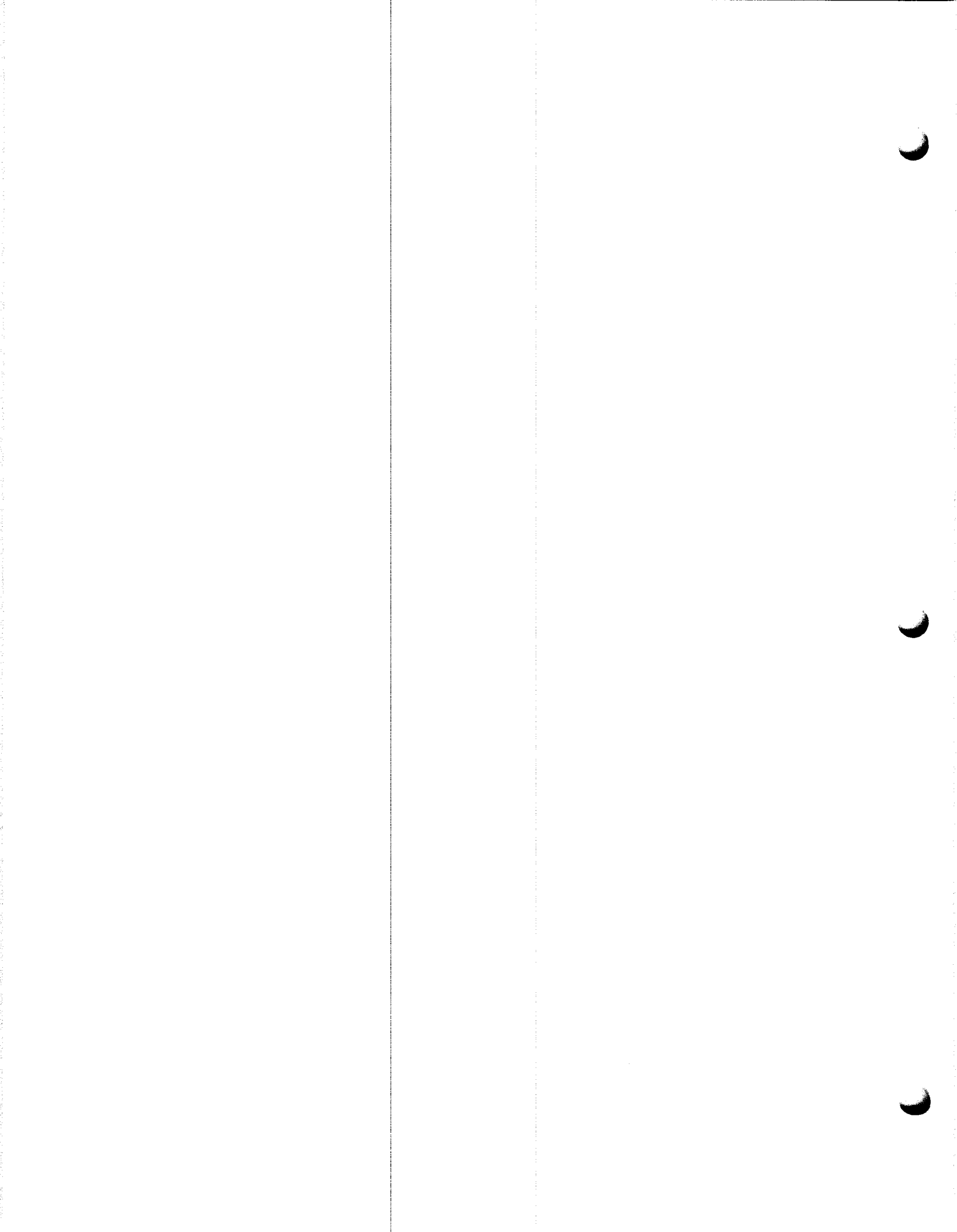
ATTEST:

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney's Office



MEMORANDUM

July 3, 2000

To: Honorable Mayor/Members of City Council

From: Jan Scott, City Recorder

Subject: Round Valley Trails

Staff will be meeting with representatives of Valderonde and Property Reserve, Inc. on Thursday and will discuss trail access with Council during work session and the regular meeting.

