PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 12, 1996

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, December 12, 1996.

AGENDA

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

4:00 p.m.	Council questions and comments
4:20 p.m.	General Plan
5:20 p.m.	LMC amendments relating to parking
5:40 p.m.	Review of regular meeting

Regular Meeting - To be held in Council Chambers - Lower Level

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF NOVEMBER 14, 1996

V CONSENT AGENDA

1. An Ordinance approving a final plat for the Foxglove Master Planned Development, located at 690 Deer Valley Drive, Park City, Utah

2. An Ordinance approving a condominium plat for the 2179 Sunrise Circle Condominiums located at 2179 Sunrise Circle, Park City, Utah

3. Lease with White Pine Touring

VI PUBLIC HEARING

An Ordinance amending the Park City Land Management Code as replacement legislation for Ordinance No. 96-27, the Park Temporary Zoning Ordinance, including amendments regarding off-street parking requirements to Chapter 7.2 (HCB Zoning Regulations) and Chapter 13 (Off-Street Parking)

VII NEW BUSINESS

1. Consideration of adoption of Ordinance amending the Park City Land Management Code as replacement legislation for Ordinance No. 96-27, the Park Temporary Zoning Ordinance,

including amendments regarding off-street parking requirements to Chapter 7.2 (HCB Zoning Regulations) and Chapter 13 (Off-Street Parking)

2. Direction from Council on the affordable housing agreement with Oak Financial on the North Horse Affordable Housing Project and its affect on its financing

VIII ADJOURNMENT

Note: It should be noted that Item 2 under New Business occurred at the meeting and was not posted. It appears here on the agenda for reference purposes.

Posted: 12/9/96

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 12, 1996

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

Toby Ross, City Manager; Jodi Hoffman, City Attorney; Pat Putt, Planning and Zoning Administrator; Frank Bell, Chief of Police; Melissa Call, Facilities Manager; Hope Bleecker, Transportation Director; Eric DeHaan, City Engineer; Bob Stephens, Administrative Services Director; Myles Rademan, Public Affairs Director; Rick Lewis, Community Development Director; Nora Seltenrich; Special Projects Manager; Eric DeHaan, Engineer; Mark Harrington, Assistant City Attorney

1. **Council questions/comments.** Hugh Daniels reported on the National League of Cities Conference in San Antonio. The discussions validated a lot of things that the Council is already doing like visioning and community involvement. Mr. Daniels pointed out that Park City is one of the smallest towns; there was a large contingent from Utah in attendance. In response to a question from Shauna Kerr, Pat Putt explained that staff developed an outline of goals for the upcoming year tieing into the implementation of the General Plan. Ms. Kerr reported that the Senior Citizen luncheon will be held on Monday, December 16 and about 30 people will be attending. Ms. Kerr discussed Try Transit Week. In response to a question from Shauna Kerr regarding the Mine Road "closed" sign, Frank Bell explained that the City doesn't maintain it. He discussed improved snow removal on the road and added that it isn't closed very often because the Mine Company is willing to assist in maintenance. Ms. Kerr expressed her concern that the sign is not always accurate, and people may take chances when they shouldn't; Chief Bell pointed out that when it is officially closed the gates are closed. Chuck Klingenstein was pleased with the installation of the traffic calming island on Park Avenue. He reported that he, Rick Lewis, and Planning Commission Chairman Fred Jones had dinner with Commissioner Jacobson and Planning Director Bob Mathis about relations with Wasatch County. They indicated that an annexation application was submitted for Bonanza Flats and they had some comments with regard to the General Plan. In response to a question from Paul Sincock, Melissa Call explained that Summit County passed a resolution recommending that the City take over the Senior Citizen Center, but there are still on-going discussions. Mr. Sincock pointed out that with regard to Try Transit Week, there are many employees who commute from outside areas, and some employees who didn't hear about the program. The tourists are the main users of the bus system. In response to a question from Paul Sincock regarding valet parking, Hope Bleecker explained that the details have been worked out. Roger Harlan asked the status of arranging a meeting with property owners on platted rights-of-way discussed at previous meetings. Eric DeHaan expected that this could be accomplished in February or March 1997. The Mayor suggested getting beyond the Sandridge Heights appeal first. Mr. Harlan suggested that the wreath on the barn be displayed again this year. Roger Harlan reported that the School Board received a check in the amount of $864,000 as partial payment from the Snyderville Recreation Board as a contribution to the fields. The Board chose to postpone decisions on the Internet and field trips for elementary children. He complimented staff on Try Transit Week. Bob

Stephens announced thr dates of the City Council retreat on January 13 and 14 at Little America. Lyle Sumak will is the facilitator and Mr. Stephens will attempt to arrange interviews with the Council prior to the retreat. Myles Rademan discussed the Day at the Legislature which is part of the Leadership Program and presented the Mayor with a Leadership certificate for the City's sponsorship over the year.

2. **General Plan.** Rick Lewis suggested that Council make individual comments on the draft. He believed that most of the comments Council will hear at the next public hearing will be on annexation and growth management. Council decided to review the draft page by page. Chuck Klingenstein suggested that there should be redevelopment language in consideration of the aging housing stock in the community, and pointed out the deterioration of the bed base at the Ski Area and lower Deer Valley. The City Manager suggested that if this relates to housing it could be addressed in the housing/tourism section as opposed to being a separate element. Shauna Kerr added that the word "redevelopment" could be associated with the Park City Redevelopment Agency and be misleading. Nora Seltenrich stated that in the land use plan, language has been added about the resort areas but there could be additional policies on the aging bed base. Chuck Klingenstein recalled that as a Planning Commissioner, there was discussion about economic development in the Plan; he questioned if skiing will always be the main focus. The City Manager responded that it is a problematic issue because efforts to develop other industries often come at the expense of the primary industry and this could be appropriately addressed in the resort/tourism element. Mr. Klingenstein continued that there are words about rate but if there isn't going to be a rate system, he felt that using the word "rate" may be inappropriate. Mr. Ross asked if he considered staging and phasing as rate controls. Mr. Klingenstein felt those should be better described as "process control"; he stressed that Council should be honest about it. Mr. Ross added that staging and phasing isn't the same issue; it doesn't really address making the process harder but establishes controls within a project which stages development. Mr. Klingenstein believed that there is no pure rate system. Hugh Daniels felt that whether the City implements a rate system or not, the General Plan indicates that there is concern about how fast and how much development. Mr. Klingenstein stressed that unless there is a mechanism that affects the rate, he didn't feel it honest to use the word "rate" in the document. Ms. Kerr stated that she has the same concern. Paul Sincock suggested footnoting it and better describing its meaning.

On Page ii, Roger Harlan felt that language could be stronger to not just acknowledge the importance of meeting with outside agencies but to commit to meet with Summit and Wasatch Counties annually or semi-annually. Mr. Sincock asked if the meetings would be specific to an annexation application; Mr. Harlan felt that is one illustration but they could be very open-ended. He reiterated that the timing of the meetings should be articulated. Rick Lewis added that there is reference to entering into an interlocal agreement. Mr. Harlan suggested language of meeting no less than one year. Shauna Kerr interjected that the success of the meetings will depend on Wasatch and Summit Counties wanting to meet with the City. Rick Lewis pointed out Goal 4 on Page 7 which states "Work effectively with other governmental agencies to achieve the goals of the General Plan".

Hugh Daniels also suggested language in the Introduction and Roger Harlan agreed that would be sufficient.

On Page 2, second paragraph, last sentence Chuck Klingenstein asked that the language "year round" be added to trails. Mayor Olch agreed that this is appropriate in consideration of the transportation element but expressed concerns about expectations for snow plowing. He suggested designating primary and secondary trails. Shauna Kerr suggested an intention to develop a year round system. Chuck Klingenstein felt that projects should be planned so that the roads don't dominate. Ms. Kerr pointed out that the Park Meadows Golf Course has a lot of land with cart paths which sits vacant six months out of the year. She suggested an interlocal agreement for a trail system through the course so that the Park Meadows residents could get from one side to the other during the off-season months. She felt that the golf course has not been a very good neighbor to the adjacent property owners and plowing the cart paths might assist the kids in getting to school. Brad Olch asked if there is a cart path plan in progress because it doesn't exist today; the paths are around the greens and the tees. Ms. Kerr pointed out that there is one path from Fairway Village all the way over to East Meadows Drive. Paul Sincock mentioned that there is a City easement from Estates Drive and Meadows Drive. There was discussion about the Park Meadows Golf Club membership meeting and planned improvements.

Hugh Daniels referred to Page 3, Community Character, last sentence and suggested that "About 50 percent. . ." be changed to "Over 50 percent. . .". Chuck Klingenstein asked about the blanks on Page 4 and Ms. Seltenrich indicated that she is still working on obtaining the information. Hugh Daniels questioned the significance of comments made under the second bullet under Population Growth on Pages 3 and 4. The Mayor responded that the current rate is probably indicated as it is recommended that the document be updated annually and Chuck Klingenstein felt it could also act as a benchmark. Paul Sincock added that although the City cannot set a population quota system, general parameters can be set given the size of the community now and asked if other communities do that. Mr. Klingenstein felt that Aspen did in the 1970s and are grandfathered some way. Mr. Sincock asked the effectiveness of these systems. Toby Ross responded that they affect the pace of growth but there are also negative impacts. With regard to the rate mechanism, the Mayor asked if that would be going in an elitist direction in consideration of driving prices upward. Chuck Klingenstein didn't believe it is any more elitist than the General Plan as it sets a goal of no more than 12,000 people. The Mayor argued that that is based on the amount of land. Mr. Klingenstein added that he was talking to someone suggesting that the City should take over the entire Jordanelle Project. Chuck Klingenstein didn't think a rate mechanism would be elitist in Park City because there is a viable housing program and his argument deals with a quality of life issue. Mr. Ross pointed out that this policy is outlined in the Growth Management section. Roger Harlan brought up the possibility of a separate Snyderville Basin School District; the difficulty of consolidating and creating school districts was pointed out. He asked if the General Plan is intended to address schools and the tax base and the specific impacts of Star Pointe. Ms. Seltenrich added there is quite a bit of discussion on schools in the Growth Management section. This is more specific language with regard to concurrency and making sure that public facilities are adequate before growth occurs. Mr. Harlan feared that the School Districts are not adequately planning for Star Pointe. Rick Lewis added that if a development is single family and full time residents, staff can predict school populations which can affect the phasing or timing of a project. Mr. Klingenstein pointed out that Summit County has implemented a concurrency plan and felt that there needs to be a cooperative plan with the School District to enforce it. Jodi Hoffman added that the School District has a capital facilities plan and determinations on concurrency is at the discretion of the relevant governing jurisdiction.

Chuck Klingenstein suggested that a sentence be added on Page 5 under Open Space acknowledging the fact that most of the lands around us are privately owned. Under Goals on Page 5, second bullet, Mr. Klingenstein questioned if establishing a maximum size is legal. Paul Sincock felt it should be stated because it is our desire although it can't be enforced. It was decided not to delete the paragraph.

Mr. Klingenstein pointed out that Goal 6 uses the word "rate" which should be considered. Ms. Kerr suggested using the word "staging". Ms. Seltenrich indicated that she would flag it. He continued that Goal 7, second bullet, should read, "The City should encourage and require private sector participation in providing a portion of housing for employees". Inclusionary zoning was discussed. He further explained that not everyone can live and work in Park City but a significant portion would be an ideal goal and it is possible with political and community will.

Under Goal 8, first bullet, Hugh Daniels suggested that the word "leaders" be deleted. Under Goal 9, first bullet, he suggested that it read, "The City should consider, address, and deal with the impacts. . .". There was discussion of using the verbs shall or will and the City Manager clarified that there should be consistency and policy documents generally use the word should. Hugh Daniels continued that under Goal 9, there should be a paragraph about planning for the Olympics. Under Goal 10, regarding transportation, fourth bullet, Mr. Klingenstein recommended that skiing be included as a transit alternative. Under Goal 10, fifth bullet, he continued that he would like coordinated parking addressed. Many locations have parking for the same car and satellite parking and mass transit strategies need to be addressed. Under bullet two, under Goal 11, Hugh Daniels recommended that the "benchmark factors" be expanded upon. Chuck Klingenstein didn't feel that the word "sustainable" was meaningful in the title of Goal 12, and there was consensus to delete it. Mr. Daniels discussed the population formula on Page 10 and noted that there is no variable for the transient guests and the impacts on growth of the service population. There was discussion regarding conversion of bed base units to full-time residences. In response to a question from Paul Sincock regarding the 12,000 population figure, Mr. Lewis indicated that the corporate boundaries can accommodate 10,000, and the proposed annexation area would add about 2,000 people. If a project has enough merit to increase densities and/or if the ratio increases for full-time residents, the population will shift. It was clarified that Mr. Daniels' earlier comment focused on the day population factor.

On Page 12, first sentence under Issue Statement, Mr. Klingenstein suggested that the words "new residents" be added. Hugh Daniels suggested "employee" be added to affordable housing language in bullet six under Discussion, as employee housing is different than affordable housing. Nora Seltenrich suggested distributing a copy of corrections to Council as many are just a word here or there. Mr. Klingenstein indicated that he wanted to make sure that Council felt comfortable with them as well. Although this is tedious, he didn't feel there was any other way to edit the Plan. Under Developing Area Policies on Page 14, first bullet, last sentence Mr. Klingenstein suggested striking the language about echoing key features of old Park City in other areas of the community as it is not an accurate statement. He continued that one of the goals of the Planning Commission is developing roads to tie into SR224/248 and not through neighborhoods so that Park Meadows or Solamere don't become thoroughfares for developing areas. It was pointed out that this is addressed under the Land Use Section and he suggested that it be in the Developing Area Policies Section as well. Mr. Klingenstein continued that under Annexation Area Policies, on Page 14, first sentence, the word "rural" is not factual; he felt that language like natural, character, open, or low density would work better. On Page 15 under Actions and Tools, Historic Core, bullet four regarding drive-up windows in the historic core, Mr. Klingenstein suggested this paragraph be eliminated. On Page 16, sixth bullet regarding promoting walkways along Swede Alley, Mr. Klingenstein stated he would like to see Swede Alley enhanced before it becomes a "real alley". He clarified that he would like Swede Alley to be a more viable urban area and that is why a parking structure is so critical as it will change the character of Swede Alley. Ms. Kerr felt that the Council needs to be realistic and there is a need for an alley as there are commercial structures, loading areas, dumpsters, parking, and other functions that belong in an alley. If there are more commercial uses there, then Swede Alley's function is limited. She encouraged Council to be practical and unless there is a vision there is a danger of people's expectations of another block of Main Street. The Mayor believed that the reality is that Swede Alley will not change very much but felt that the architectural finishes are very important, which wasn't happening for several years. Mr. Klingenstein agreed with the Mayor and didn't feel it will become another commercial core area. Toby Ross suggested amenities on Swede Alley, recognizing its service functions. The Mayor reminded Council of the alley in Breckenridge with a building for dumpsters and recycling and felt this is something that should be pursued at some point.

The Mayor encouraged members who didn't bring their comments to this meeting to contact Nora Seltenrich so they can be incorporated in the meantime. It was the consensus of Council to schedule time for review of the General Plan draft next week. Chuck Klingenstein suggested that the Mayor remind the Council to keep in mind that the Sandridge Heights Subdivision matter is an appeal and Council is acting in a quasi-judicial manner and should not be taking input from the appellants or the public. Shauna Kerr requested a list of the property owners involved in the project.

3. Review of regular meeting:

LMC amendments relating to parking. Eric DeHaan stated that this amendment appears on the agenda for public hearing and action. This is replacement legislation for Ordinance No. 96-27, which was the Parking Temporary Zoning Ordinance including amendments regarding off-street parking requirements to HCB zoning regulations, which is primarily Main Street, and Chapter 13. He relayed that he has spent a lot of time speaking with property owners who in general, feel informed on this process. This will affect remodels of existing buildings as well as construction, but it is the new construction on vacant parcels on Main Street that will be highly affected. There are already two applications for building which leaves two parcels. All of these owners and/or their attorneys have been involved in the meetings. The Powells, who own the Utah Coal & Lumber Building which is zoned HRC, would have liked to be included because three and four story buildings abut them on several sides, including Silver Queen and the Summit Watch buildings. He explained that their concerns deal with traffic and use. Staff suggested that he could apply for a rezone for his property. Mr. DeHaan emphasized that this amendment will not solve all of the parking problems which are multi-faceted. There was also the intention of not artificially lowering the parking exemption in an effort to lower the heights on Main Street and there was general agreement that the in-lieu parking fee should be raised from $10,000 up to $14,000. The Mayor pointed out that parking could theoretically cost $20,000. Mr. DeHaan responded that although parking could theoretically cost $20,000 or more, that is not really known yet. Paul Sincock disagreed; the City Manager stated that the aggregate of the parking recommendation specifies that the average price is $14,000. Shauna Kerr didn't believe that the average is not going to be built; the City Manager agreed and the first phases are the less expensive ones. He added that higher fees are probably not justified yet and the Council can chose any number as long as it is not arbitrary. The Mayor strongly felt that the Council should chose a higher number based on the City's history of collection and knowing that building a parking space will cost more than $14,000 a space. His other issue was the purchase of parking spaces for $10,000 many years ago,. As properties changed hands and the use changed, property owners should be paying the difference with what is being charged today. Eric DeHaan pointed out that the fee resolution is not before Council tonight. Paul Sincock agreed that the fee should be supported by information and that there be an escalator every year reflecting actual construction costs. Shauna Kerr pointed out the different range of costs of building parking and believed that development should be charged the higher rate. The City Manger felt that the fee resolution could come back to Council some time in January and staff can analyze a variety of costs. Roger Harlan asked what the Gaddis Project would produce in parking revenues. It was indicated that his application has been grandfathered. Mr. Harlan then question if Council is wasting its time in considering this legislation. Mr. DeHaan responded that Gary Cole, owner of the building at Heber and Main Street is specifically designing his building around this and there may be only three or four spaces resulting. But if the fee is elevated too high, designs may result in providing parking with garage doors facing Main Street.

The Mayor asked for comments on the FAR feature of the ordinance. Paul Sincock pointed out that there is on-going review of the HR-1 and there are good ideas with regard to elimination of FARs. He emphasized that the LMC needs to be rewritten next year which will spill into many areas, including the parking amendment. With regard to Finding No. 2 in the ordinance, Ms. Kerr felt that there needs to be a additional language that restaurants and other high occupancy businesses generate the need for more vehicular parking. She believed that Council is still avoiding the real issue at hand which is Main Street is converting from retail uses to bars and restaurants, which is causing additional parking demands. She stated that she is comfortable with adopting the amendment, but realistically Council has accomplished nothing as the rate of conversion to high uses has been avoided. Paul Sincock believed that this ordinance covered a conversion. Jodi Hoffman explained that the TZO covered this situation but this ordinance does not. The City Manager explained that this legislation averages the uses and is triggered by an addition or new construction, not change in use. Jodi Hoffman reiterated that the TZO addressed change in use and additions, but the public felt it was too draconian.

In response to a question from Roger Harlan, Eric DeHaan explained that the property owners felt that there should be a street-wide approach to the problem and that they pay restaurant taxes, property taxes, and sales taxes. They also feel that they are sharing patrons and that it should be a shared burden. Mr. DeHaan also pointed out the problems that arise when the use changes and subleases are involved; it is obtrusive to owners to have the City regulate changes in use to that level if it doesn't trigger a building permit. Ms. Kerr stated that this only works if Finding No. 1, "A mixed use business district is necessary for desirable commercial activity in the Historic Commercial Business District". If the uses continued to be mixed then the parking premise works, but if in fact, the majority of the uses are converting to restaurant and night uses, then the formula doesn't work anymore. She reiterated that the Council is still avoiding the issue of conversion of retail spaces to restaurants and there is an additional 500 and now closer to 750 seats on Main Street. Paul Sincock asked how she would change it. Ms. Kerr suggested that all restaurant conversions and expansions need to be realistically dealt with. The existing restaurants have already contributed to the tax base and in a sense have paid, but those coming on should buy into parking. She discussed a t-shirt shop that intends to convert to become a restaurant. There are additional parking demands that aren't being addressed and if this ordinance is enacted, the Council is still avoiding the real issue. Hugh Daniels pointed out the situation of a restaurant becoming something else. Would they be penalized by not getting their fees back? A transferrable right was suggested. Mr. Daniels added that although restaurants are parking space users at prime times, they are not open all of the time. He understood the problem, but believed in the mixed use and warned against targeting one specific successful industry that provides a lot of funding to this town through restaurant and sales tax and setting them apart. He added that if Main Street becomes all restaurants, then there is not a viable downtown mix and it won't be successful. Hugh Daniels also felt that action could be continued as the deadline is not pending tonight. The Mayor agreed and felt that Council should take public input and make a motion to continue action. Mr. Sincock pointed out that the demands of restaurants are cyclical and vary and if a larger valet parking system was implemented, the extra parking demands of conversions, additions, and new construction could be handled.

White Pine lease. The Mayor stated that he has received several complaints over the past years with regard to grooming and would like to see a provision in the lease requiring grooming on a regular basis. He heard comments that often the barn area goes for several days without maintenance and this is important because the amenity should be a top quality product. Mark Harrington added that this issue was raised during negotiations. Last year was particularly unsatisfactory because of the bad snow year and equipment problems. There has been a verbal commitment to do a better job, and an industry-wide standard could be added in Paragraph 31. The Mayor agreed that the snow arrived late last year, but it was an overall good year. Because the lease term is longer, Chuck Klingenstein felt that White Pine could make some long term commitments to acquire equipment. Hugh Daniels noted that there is no increase as the lease specifies the same 6% of gross sales and a base rent. Mark Harrington indicated that over the years, they have paid between $5,000 to $6,000 a season; the base rent would be increased from $2,00 to $2,000. Mr. Harrington explained that with the Island Outpost facility coming on line, there will be an adjustment for renegotiation. Hugh Daniels asked checks are sent to Golf Pro Greg Cunningham; Mr. Harrington will change that language. Roger Harlan brought up the importance of protecting the City's interests during the Olympics and the City Manager assured him that staff is considering this with all upcoming leases. Mark Harrington explained that the City retains the ability to utilize the building and the Osguthorpe area as long as there is a minimum cross county concession consisting of 5K. Staging on the golf course area during the Games was discussed and Mark Harrington believed he could insert more flexible language regarding the City's needs during the Olympics, while making sure that White Pine would be operational during the years 2001 and 2002. It was decided to continue this item for action to December 19.

North Horse apartments. City Attorney Hoffman explained that representatives from North Horse will appear at the regular meeting. There was discussion about holding a closed session. The Mayor recommended that there should be a public overview at the regular meeting and then the Council can decide whether a closed session is appropriate.

Prepared Janet M. Scott

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 12, 1996

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, December 12, 1996. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; and Jodi Hoffman, City Attorney.

II PUBLIC INPUT

None.

III COMMUNICATIONS FROM COUNCIL AND STAFF

None.

IV WORK SESSION NOTES AND MINUTES OF NOVEMBER 14, 1996

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

V CONSENT AGENDA

Shauna Kerr, "I move to remove the White Pine lease from Consent Agenda and continue the lease until next week". Roger Harlan seconded. Motion unanimously carried. Chuck Klingenstein, "I move approval of the Consent Agenda, Items 1 and 2, and noting that Item 3 has been pulled". Paul Sincock seconded. Motion carried unanimously.

1. An Ordinance approving a final plat for the Foxglove Master Planned Development, located at 690 Deer Valley Drive, Park City, Utah - See staff report.

2. An Ordinance approving a condominium plat for the 2179 Sunrise Circle Condominiums located at 2179 Sunrise Circle, Park City, Utah - See staff report.

3. Lease with White Pine Touring - See staff report. Continued to December 19, 1996.

VI PUBLIC HEARING

An Ordinance amending the Park City Land Management Code as replacement legislation for Ordinance No. 96-27, the Park Temporary Zoning Ordinance, including amendments regarding off-street parking requirements to Chapter 7.2 (HCB Zoning Regulations) and Chapter 13 (Off-Street Parking) - Ron Whaley, resident, discussed the FAR at 1.5 proposed in the LMC parking amendment. He felt that omitting the parking in-lieu fee for the third floor makes sense as there is no place to provide parking. He felt that reducing the FARs to 1.5 for the remaining three or four owners is punitive. He didn't believe that the City could ever regulate the exact parking uses and mixed use has always been the endorsement. He wasn't sure what to recommend as a fee amount.

Tom Clyde, counsel for six owners of vacant lots on Main Street, thanked Mr. DeHaan for his work on this matter including meetings with land owners. While a FAR of 1.5 is not quite as attractive as 2.0, his clients are pretty satisfied. The FAR approach, rather than stories, has solved some problems for people and he used Gary Cole's building on the corner of Main Street and Heber Avenue as an example of where there is more deisgn flexibility. He pointed out that buildings change uses frequently. He stated that there needs to be more parking in the downtown area, and his clients have expressed a willingness to participate in that in the form of special improvement disticts or other mechanisms in conjunction with a neighborhood-wide parking solution.

Mr. DeHaan explained that the definition for FAR is in Chapter 2 of the Code and how it is calculated for the benefit of Paul Sinock.

Steve Hooker, representing potential lessees, stated that his future tenants are thrilled with the proposed legislation while the TZO scared some tenants. He felt that the TZO didn't handle mixed use buildings and this ordinance addresses this situation. He endorsed the ordinance wholeheatedly.

In response to a question from Roger Harlan, Mr. Whaley indicated that the $14,000 figure is too low. Mr. Whaley suggested that parking spaces be based on the calcuation for a parking structure. Tom Clyde stated that a parking space probably could not be built for less than $14,000 and he suggested that $14,000 be raised as soon as the Council knows the scope of a parking project, and the figure could be raised based on those costs. Mr. Whaley added that he could not support a special improvement district as property owners are already being significantly taxed. Hugh Daniels added that he shares some concerns with Mr. Whaley about the 1.5 FAR in fairness to the final few property owners on Main Street. He felt that they should not be penalized but in an effort to move forward, would probably support the 1.5. Mayor Olch stressed this his whole issue for him has not been the FARs but two story buildings on Main Street.

With no further comments or questions, the public hearing was closed.

VII NEW BUSINESS

1. <u>Consideration of adoption of Ordinance amending the Park City Land Management Code as replacement legislation for Ordinance No. 96-27, the Park Temporary Zoning Ordinance, including amendments regarding off-street parking requirements to Chapter 7.2 (HCB Zoning Regulations) and Chapter 13 (Off-Street Parking)</u> - Hugh Daniels, "<u>I move that we continue the consideration of the adoption of this ordinance to a future date convenient for the agenda</u>". Paul Sincock seconded. <u>Motion carried unanimously</u>.

2. <u>Direction from Council on the affordable housing agreement with Oak Financial on the North Horse Affordable Housing Project and its affect on its financing</u> - Gordon Strachan, stated that he has been working with the Oak Financial people over the years and pointed out that the North Horse site was about to go on the EPA Superfund site, and now there are 94 affordable housing units. He stated it is a priority of the Council to have the units rented to locals and the units are filled with people on the City's list. Mr. Strachan explained that Oak Financial is in the midst of a closing and everyone involved has signed off except the City. He introduced Steve Rees of Oak Financial, Lynn Croft, President of Oak Financial, and legal counsel Steve Preston and Gary Hansen.

Lynn Croft explained that he is the managing member of Iron Horse Park, L.C., reviewed the history of the six year project, and noted that they were invited to Park City because there was a desperate need for this type of housing. He explained that a three bedroom, 1,000 square foot unit rents for $500 to $700. Mr. Croft added that Oak Financial has received assistance from the state, the City, and Snyderville Basin SID and have received financing from Fannie Mae. He emphasized that there has to be a non-recourse situation for low income housing financing in order to obtain the tax credit. The state and Snyderville Basin have signed off their subordination and he is requesting the same of Park City. The incentive for Snyderville Basin was a payment of $35,000 which was principal paid on the amount owing them of $296,000; Oak Financial owes the City about $218,000. Mr. Sincock pointed out that the only reason the City accommodated this project was to have a local option for affordable housing and asked why Oak Financial will not sign the option agreement. Lynn Croft answered that it is a tax issue and it was determined by both parties that the City wasn't getting what it had hoped for out of the agreement and neither was Oak Financial. Paul Sincock indicated that he didn't know what he was talking about. Mr. Croft explained that the arrangement was that the City would provide a list, Oak Financial had 24 hours, and the City would respond. The project has been occupied according to those provisions.

Steve Rees stated that they were willing to sign the agreement but Valley Mental Health's legal counsel felt that it placed the tax credit in jeopardy. He added that it was their intent all along and have only advertised locally in the Park Record. Mr. Sincock asked about other affordable housing projects. The City Manager stated that there is another affordable housing project with local preference and tax credits who received an opinion from an attorney from Missouri. Mr. Ross added that the opinion was presented to Gary Hansen, Esq. who didn't agree and advised Valley Mental Health not to proceed.

The Mayor stated that it bothers him that Oak Financial is under pressure to close and is here, not scheduled on the agenda, with a last minute request and putting a lot of pressure on the City Council to make a decision. This has been going on for a long time and the Mayor stressed that he takes offense at coming in at the twelfth hour asking for some sort of response when they had an opportunity to come before Council long before this evening. He continued that this puts the Council in a very uncomfortable situation. The Council should have more time to study the issue as opposed to hearing about it today so the right decision can be made. Shauna Kerr emphasized the fiduciary responsibility of the City Council and it disturbs her that a quarter of a million dollars of taxpayers' money is in jeopardy. Toby Ross added that they thought they had an arrangement until about 9 a.m. this morning which was a personal guarantee, however, it changes the loan to a recourse loan which then jeopardizes the tax credits.

Mr. Klingenstein felt that this is more than money; he appreciated everyone's effort in the project and the local preference option has always been important to him and his constituency. He has made that promise to his constituents, one of which has built a lot of housing in the community and has committed to this local option preference. Steve Rees reiterated their surprise that the personal guarantee would not work. He added that 100% of the profit will be tied up in a note which will be behind the City's note and felt that that would be reassuring to the Council. The other guarantee is that Key Bank and Valley Mental Health are partners who have the resources to cover the loan to the City. Mr. Rees emphasized all of the help on the project and that Utah Housing provided half of its allotment for one year. He hoped that Park City will subordinate. This is different than originally requested which was a waiver of $5,000 per unit which would be deferred but the water portion would have to be paid for. Because the deed restriction for the local option is not being signed, the waivers will be paid back and there will be a note on the water related fees. Mr. Rees reiterated that the investment is secure because of the parties involved; Mr. Klingenstein indicated that that does not help him with the local preference option. He continued that the County built an apartment complex on I-80 which was intended for local residents, but Salt Lake residents moved there and the locals were unable to afford the rents. Although Oak Financial has stated that they will live up to the renting arrangement, Mr. Klingenstein felt that there was no long term assurance and that is his biggest concern. Lynn Croft responded that because the project is physically one mile from City Hall should give Council assurance. Paul Sincock countered that there is no assurance two years from now that Oak Financial will be renting to locals, and may rent to anyone with a check in hand. That is exactly why Council waived $276,000 of fees in order to procure affordable housing. Paul Sincock felt that that is the critical issue. Mr. Croft stated that Oak Financial has always agreed with the local preference, but have struggled with the methodology. They have spent $50,000 in attorneys' fees trying to find a way to work it out with their partners.

Roger Harlan pointed out that their legal advice might be wrong. Steve Preston, Esq.. stated that as a general rule that debt has to be non-recourse for Section 42 projects but Oak Financial asked to find a way to guarantee the debt to Snyderville Basin SID and the City. Mr. Preston spoke to the personal guarantee approach but Fannie Mae, whose debt is $3.3 million, demanded that if other debt is guaranteed, its debt must be guaranteed as well. If Fannie Mae demanded a guarantee, it would take the tax credits away from Key Bank. Paul Sincock still didn't understand their problem with the local preference requirement. Steve Rees indicated that they didn't want to solicit an opinion from the IRS because they didn't want to jeopardize any of the affordable housing projects as they felt some projects were questionable. The Mayor asked what other options are available to Oak Financial to satisfy the local preference and some security on the $218,000. Mr. Rees responded that there cannot be any security on that. Currently Park City is behind a $7 million loan and tomorrow the City will be behind a $3.3 million loan if it subordinates and will be reimbursed $276,000. Lynn Croft stated that the local preference is "dead" and the $276,000 is the amount of the fee waivers for the local preference option. Mr. Croft added there will be nothing in writing, but they have a moral commitment to the local option and have used the City's list and newspaper. There was a debate about people from Salt Lake moving into the apartments. The Mayor asked what would happen if the Council turns down Oak Financial's request. Steve Rees stated that Oak Financial would have to come up with the $218,000 at the closing or find some other financing. Lynn Croft hoped that Council would recognize that since the local option has been used, that as men of their word, they would continue to implement it and the Council would agree to subordinate. He continued that if the Council is concerned about security, Oak Financial will offer a principal pay-down. The Mayor explained that the money isn't the issue but the whole motivation for support of the project is the local preference. Lynn Croft argued that the City has not given them the fee waivers as they will be paid at the closing. Chuck Klingenstein emphasized that the City made a zone change for the project and the City's goal in the housing business is the local option and if the option goes away, it is difficult for him to face the taxpayers of Park City. The project would have never happened in the first place under the previous Council if it didn't have that assurance. Lynn Croft stated that the project exists and as signed with the state, this project will remain as low income housing for the next 99 years. Shauna Kerr asked how Oak Financial can guarantee that it is not importing tenants, because local preference is the representation Council made to its citizens at the time North Horse was approved. Ms. Kerr added that Park City is growing so rapidly that it doesn't need to import citizens but needs housing for people that are already here. Lynn Croft responded that he could give the assurance of his word.

Toby Ross interjected that Oak Financial is not in the position to execute a deed restriction as it has financial partners who are unwilling to do that and Council basically has two options. Oak Financial is willing to give the City the money back for the fee waivers and promise to follow the same procedures outlined in the deed restrictions (local preference option) and give the City $35,000 principal pay-down on the $218,000 (water related fees). In sum, Mr. Ross explained that the City will receive $310,000 tomorrow at closing and Oak Financial's promise to follow the local option regulation. If the Council declines, Oak Financial will obtain $218,000, won't promise the local option, procure other financing, and instead of being behind $7 million of financing be behind $3.3 million. He continued that there isn't a mechanism at this point to get the deed restrictions recorded. This was a conclusion months ago, although the subordination issue was recent; staff didn't see the language until late last week.

Hugh Daniels agreed with the importance of the issue of the local preference option, but if the $276,000 is paid back, they are released from the local option. His main problem is with the security. In a response to a question from Shauna Kerr, Toby Ross explained that repayment of the $218,000 is over 15 years. Jodi Hoffman explained that the $35,000 buy-down is a principal payment so that the payments remain the same but the loan is amortized more quickly. The interest is 6%. Toby Ross felt that ultimately the City will be paid because Oak Financial wants to be paid and the City is ahead of them. The $35,000 adds flexibility in the event that it fails to make a payment. Roger Harlan expressed that it is too attractive to live in Park City to deter a Salt Lake couple from renting. Steve Rees explained the procedure and if a couple found employment in Park City, they would automatically qualify under the City's deed restrictions. If after 24 hours there isn't a qualified Park City renter, Oak Financial can rent to anyone. Jodi Hoffman asked if Oak Financial would be willing to sign an agreement that it will follow the deed restrictions, but not have it recorded. The Mayor requested a personal letter of acknowledgment; it would be non-binding and there would be no legal recourse. Tax attorney Gary Hansen didn't feel this was a problem from a tax point of view. There was discussion about the local option process and Oak Financial following the spirit of the agreement.

The Mayor summarized that the issue revolves around the local option and there has been a new recommendation regarding a letter of intent which Oak Financial's legal council has supported. He felt the local option agreement will not exist as originally proposed and the City Council is better off to accept the fee waiver money, to request the letter of personal integrity to honor the local preference requirement, and move on. Shauna Kerr stated that currently the City has a secured position, but as soon as the City signs, its security interest changes. Lynn Croft argued that the City's position is improved. Jodi Hoffman explained that it is a subordination agreement that puts the City behind a smaller amount of money, however, it requires the City to obtain the consent from the senior lender of our foreclosure rights. Not only is it a subordination to the senior debt, it is a restriction of the City's remedies for foreclosure. In exchange for the City changing its position, Ms. Kerr asked what type of additional compensation is available. Ms. Hoffman understood that Oak Financial will offer an additional $35,000 payment on the principal amount of the $218,000 loan to bring the amount down to $183,000 and a letter evincing its moral obligation to comply with the spirit of the deed restrictions. This not only requires Oak Financial to obtain tenants from the City's list, but to submit approvals for any tenants to determine whether or not they are complying. Ms.

Kerr felt it important that if the City is giving something up that Oak Financial should be willing to compensate the City for the consideration and perhaps $35,000 is significant enough to explain this to citizens. Paul Sincock reiterated the terms before the Council. Hugh Daniels suggested that the pay-down be $38,000 which would bring the balance to $180,000 or something higher as options. Lynn Croft stated that he has somewhat of a problem with the written commitment as it relates to the tax issue. In response to a question from Gary Hansen regarding requiring City approval for qualifying tenants, Ms. Hoffman explained that Oak Financial sometimes has a problem determining if an applicant lives or works in the City limits and there could be difficulties if an unqualified tenant occupies a unit and then has to be removed. Ms. Kerr stated that it is on the record that Oak Financial intends to continue the placement process.

Paul Sincock stated that as much as he hates this issue to surface at the last minute, he could support the proposal as presented. He emphasized that he wants a letter of intent for compliance with the spirit of the local option and didn't care about the extra $3,000 pay-down of the loan suggested by Mr. Daniels. Roger Harlan felt that a document could be crafted that would put Oak Financial morally on the line and that they go further than their spoken word on record. He added that this issue is awkward for the City Council and in no other situation that he can think of would a Board of Directors be asked to verbally approve something so significant. Affordable housing has been a campaign issue for him and he is still concerned about Salt Lake people moving in the units as the occupancy rate in Salt Lake is very high. Roger Harlan agreed with Mr. Sincock that $3,000 is not important. Shauna Kerr preferred $38,000 but could support $35,000 and the letter would be helpful to manifest Oak Financial's intent. Chuck Klingenstein stated that as a liaison to the Mountainlands Community Housing Trust, the letter is a "must" and he would support $38,000. Lynn Croft asked if they are unable to provide a letter, if that is why Council is asking for additional money. Chuck Klingenstein didn't feel it difficult to provide a letter by tomorrow morning. Steve Preston indicated that the letter would have to be shown to the lender and it would have to be drafted this evening. Hugh Daniels noted that part of his concern about the additional buy-down is that the City is being put in a different position and $35,000 is about 16% of the principal, $38,000 is 17.5% and 20% represents $43,600. He is trying to protect the Water Fund and the City's interests; the letter is important and solidifies what has been stated personally. Mr. Daniels felt that the buy-down should be at least $38,000. The Council supported the $38,000 buy-down and a letter.

VIII ADJOURNMENT

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

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

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

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder

MEMORANDUM

TO: Mayor and City Council
FROM: Richard E. Lewis, Community Development Director
DATE: December 9, 1996
RE: General Plan Review

The pubic hearing on Phase I of the General Plan will be re-scheduled for early January. Rather than wait until after the public hearing to begin discussing your concerns. I thought that perhaps we could begin reviewing the Plan at each of your

If conditions change dramatically, such as fewer second homes or a higher ratio of conversions from rental units to permanently occupied units, the population could exceed the projections. Expected annexations also play an important part in the projections. Therefore, the population projections should not be thought of as a target or population cap. Careful monitoring of growth trends and housing mix over the next ten years will be necessary to check how closely the actual population is to the estimate. The annual review of the General Plan will be helpful in this monitoring process.

There seems to be a lot of emphasis on open space in all of the elements, why is that? The concern for open space along with a concern about growth in general were the two issues most often mentioned in the Community Vision exercise as well as in numerous surveys conducted during the past three years. Our citizens want existing public open space protected and want the loss of private open space to slow down. The quality of life in Park City is linked very closely to the amount, quality, and location of open space. Early in the planning process, a concept of an open space buffer to surround the community was identified as a very high priority. The General Plan elements all emphasize this concept and suggest numerous methods of achieving this goal.

Why didn't the Planning Commission suggest maximum densities for

densities for each Planning Area. Some of the problem with this concept, as

Since transportation and traffic issues are so important to our citizens why doesn't the Plan address transportation in more detail? Several transit related studies have been completed during the past year, including a parking study and traffic calming study for Park Avenue. In addition, traffic issues are being reviewed as part of the Flagstaff Annexation petition. Due to the timing of these studies, a decision was made early in the work program for the General Plan to include transportation in Phase II of the update. This work will begin in January 1997 along with several other elements such as Parks and Recreation, Housing, and Economy.

What happened to the seven growth management programs that were presented earlier in the process? There now appears to be only three programs and no program to control the number of permits issued annually? The Growth Management Element of the Plan generated the most concern at the public meetings and at the Planning Commission's public hearing. Most of the concerns voiced about the program centered around the problems with a permit allocation system. The Citizens Advisory Committee and the Planning Commission felt that certain types of permits, such as affordable housing, multi-family, resort related and commercial construction as well as second homes should probably be exempt from such a permit allocation system since this type of construction was consistent with meeting many of the other community goals identified in the plan. That left the permit allocation program to essentially control the construction of homes for permanent occupants of which only about 50 or 60 are built annually. Further study revealed that most of the concerns voiced about growth related as much to the impact of construction as it did to the amount of construction. These issues, combined with the problems associated with administering such a system convinced the Planning Commission to concentrate on construction mitigation strategies rather than on a permit allocation system. Several of the other original seven programs were combined into the recommended three programs.

Why did it take so long to complete Phase I of the Plan and how long will it take to complete Phase II? The process of developing a General Plan usually takes 12 to 18 months. Our process took longer due to the the work program which included a growth management program and the public participation process we chose. We expect Phase II to take about one year depending on the complexity of the Transportation Element.

PARK CITY
1884

CITY COUNCIL REPORT

DATE: **December 12, 1996**
DEPARTMENT: **Planning Department**
AUTHOR: **Kirsten A. Whetstone**
TITLE: **690 Deer Valley Drive, Foxglove Cottages Final Plat**
TYPE OF ITEM: **Legislative**

SUMMARY RECOMMENDATIONS: Adopt the attached Ordinance approving the final plat for the 15 unit Foxglove Cottages MPD, located at 690 Deer Valley Drive.

DESCRIPTION:

A. Topic

PROJECT STATISTICS

Applicant:	Foxglove Ventures, LLC (Marian Crosby)
Location:	690 Deer Valley Drive
Zoning:	RM
Adjacent Land Uses:	Residential, single family and condominiums
Date of Application:	August 2, 1996
Project Planner:	Kirsten A. Whetstone

B. Background

On December 14, 1995 the Planning Commission approved a Master Planned Development for 15 residential units located at 690 Deer Valley Drive (Exhibit A). This request is for approval of the final Planned Unit Development subdivision plat for the Foxglove Cottages MPD. A final plat must be recorded with the County in order for the current owner to sell ownership interests to other parties. The Foxglove Cottages are currently under construction according to the approved building plans on file at the City's building department. The project is being constructed in two phases, with the buildings on the west side nearing completion. Construction of the east two buildings is scheduled to start this winter or spring.

On December 4, 1996 the Planning Commission held a public hearing to receive input on the Final Plat.

On December 4, 1996 the Planning Commission voted to forward to City Council a positive recommendation to approve the proposed Final Plat.

C. Analysis

The proposed plat is consistent with the Land Management Code and the approved Foxglove Cottages MPD plans. Staff is recommending a condition of approval that a financial guarantee for completion of all public improvements and landscaping associated with this project, be posted prior to plat recordation. The plat changes the type of ownership of this parcel to individual ownership of the units and homeowner's association ownership of the common areas and open space. The open space/wetlands area is designated on the plat as permanent no-build area which may not be sold separately from the units and may not be further subdivided.

D. Department Review

The City Engineer reviewed the plat and recommended some minor changes which will be made prior to plat recordation. The City Attorney's office will review and approve the plat and CC&R's for final form prior to recordation.

E. Notice

The project was noticed to everyone within the affected plat and within 300 feet of the property boundary, on November 25, 1996. No formal comments have been filed at the time of this report.

RECOMMENDATION:

Staff recommends approval of the Planned Unit Development subdivision plat for the Foxglove Cottages at 690 Deer Valley Drive based upon the following:

Findings of Fact

1. The plat is consistent with the Park City Land Management Code and Comprehensive Plan.

2. The plat is consistent with the Planning Commission approval of the 15 unit Foxglove Master Planned Development.

3. A financial guarantee for all public improvements and landscaping is necessary to

ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

4. The proposed plat changes the type of ownership of this property to individual ownership of the units and Homeowner's Association ownership of the common areas and open space.

Conclusions of Law

1. There is good cause for this condominium plat.
2. Neither the public nor any person will be materially injured by the proposed PUD subdivision plat.
3. Approval of the plat, subject to the conditions of approval, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer's review and approval of the final form and content of the plat and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recording the plat.
2. All conditions of approval for the Foxglove MPD shall apply, including all restrictions placed on the open space and wetlands areas.
3. All standard project conditions shall apply.
4. A financial guarantee, for the value of all public improvements and landscaping to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.
5. The final PUD subdivision plat shall be recorded at the County within one year from the date of City Council approval. If recordation has not occurred within the one year time frame, this approval and the plat shall be considered null and void.

EXHIBITS:

Exhibit A- Proposed Final Plat
Exhibit B- Location map

Ordinance No. 96-

AN ORDINANCE APPROVING A FINAL PLAT FOR THE FOXGLOVE MASTER PLANNED DEVELOPMENT, LOCATED AT 690 DEER VALLEY DRIVE, PARK CITY, UTAH

WHEREAS, the owners, Foxglove Ventures, L.L.C., of the property located 690 Deer Valley Drive have petitioned the City Council for approval of a final PUD subdivision plat; and

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

WHEREAS, the proposal is consistent with both the Park City Land Management Code requirements for the RM District and the Comprehensive Plan;

WHEREAS, the property was posted and legal notice published according to the requirements of the Land Management Code and proper notice was sent to all property owners within 300 feet of the property in question;

WHEREAS, on December 4, 1996, the Planning Commission held a public hearing to receive input on the proposed plat;

WHEREAS, the Planning Commission, on December 4, 1996, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the final PUD subdivision plat, known as the Foxglove Cottages, a Planned Unit Development;

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

SECTION 1. FINDINGS The following findings are hereby adopted.

1. The plat is consistent with the Park City Land Management Code.

2. The plat is consistent with the Planning Commission approval of the 15 unit Foxglove Master Planned Development.

3. A financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

4. The proposed plat changes the type of ownership of this property to individual ownership of the units and Homeowner's Association ownership of the common areas and open space.

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

SECTION 3. PLAT APPROVAL. The plat, known as the Foxglove Cottages Planned Unit Development, Park City, Utah, is approved as shown on the attached Exhibit A with the following conditions:

1. The City Attorney and City Engineer's review and approval of the final form and content of the plat and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recording the plat.

2. All conditions of approval for the Foxglove MPD shall apply, including restrictions placed on the open space, stream, and wetland areas.

3. All standard project conditions shall apply.

4. A financial guarantee, for the value of all public improvements and landscaping to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.

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

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

PASSED AND ADOPTED this 12th day of December, 1996

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, Deputy City Recorder

Approved as to form:

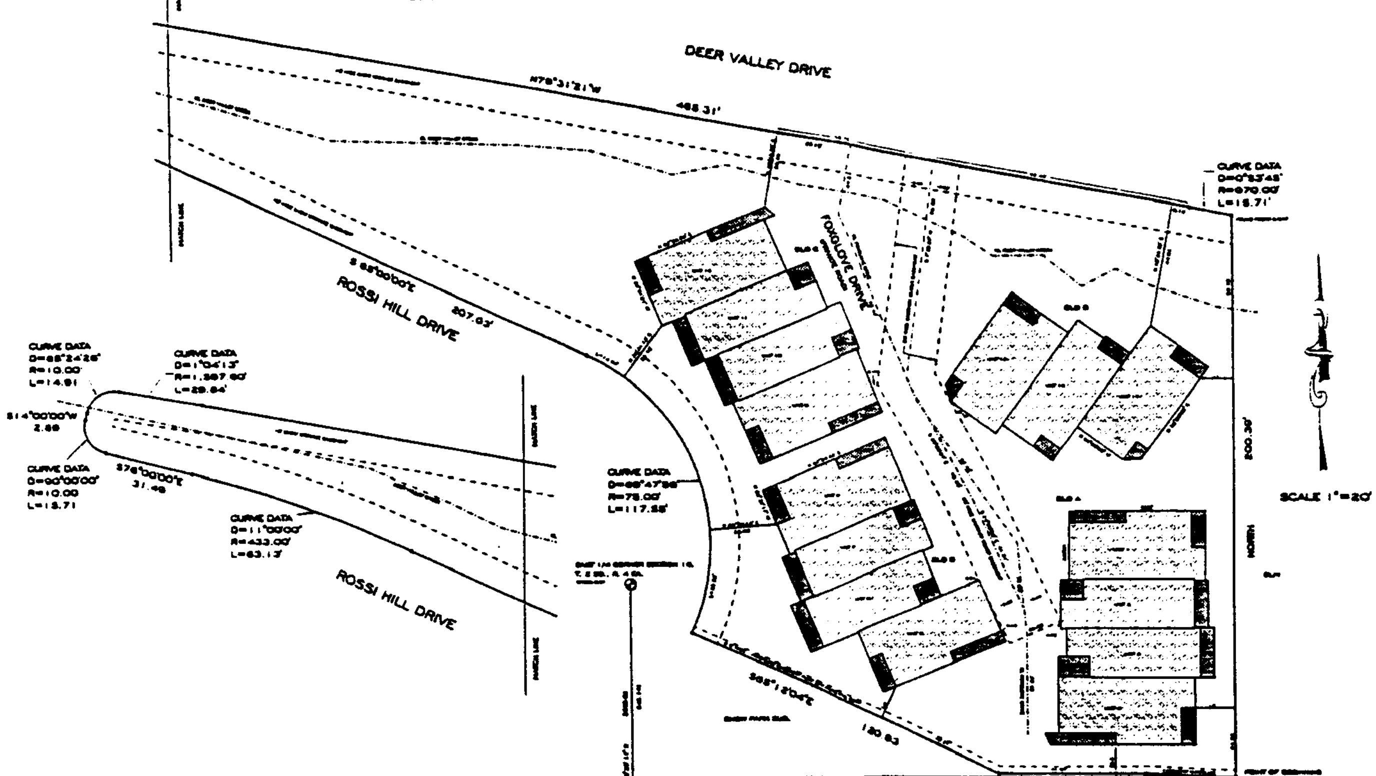
____

Mark D. Harrington, Assistant City Attorney

FOXGLOVE COTTAGES

A PLANNED UNIT DEVELOPMENT SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN



LEGEND

- PRIVATE OWNERSHIP
- RESTRICTED COMMON OWNERSHIP
- COMMON OWNERSHIP

LINE TABLE

LINE	BEARING	DISTANCE
L1	WEST	11.68'
L2	WEST	14.00'
L3	NORTH	10.00'
L4	N 24°47'56" E	18.42'

RECEIVED
AUG 02 1996
PARK CITY
PLANNING DEPT.

SURVEYOR'S CERTIFICATE

BOUNDARY DESCRIPTION

OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGEMENT

GENERAL NOTES:

SHEET 1 OF 2

CURTIS & ASSOCIATES	SNYDERVILLE BASIN SEWERAGE IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
LAND SURVEYORS LAND PLANNING	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS ____ DAY OF ______, 1996 A.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ______, 1996 A.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ______, 1996 A.D.	APPROVED AS TO FORM THIS ____ DAY OF ______, 1996 A.D.	I CERTIFY THAT THIS RECORD OF SURVEY WAS APPROVED BY THE PARK CITY COUNCIL THIS ____ DAY OF ______, 1996 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ______, 1996 A.D.	ENTRY # ______ STATE OF UTAH, COUNTY OF SUMMIT RECORDED AND FILED AT THE REQUEST OF ______ DATE ______ TIME ______ BOOK ______ PAGE ______ FEE ______
	BY ______	BY ______ CHAIRMAN	BY ______ PARK CITY ENGINEER	BY ______ PARK CITY ATTORNEY	BY ______ PARK CITY RECORDER	BY ______ MAYOR	BY ______ SUMMIT COUNTY RECORDER

EXHIBIT A.

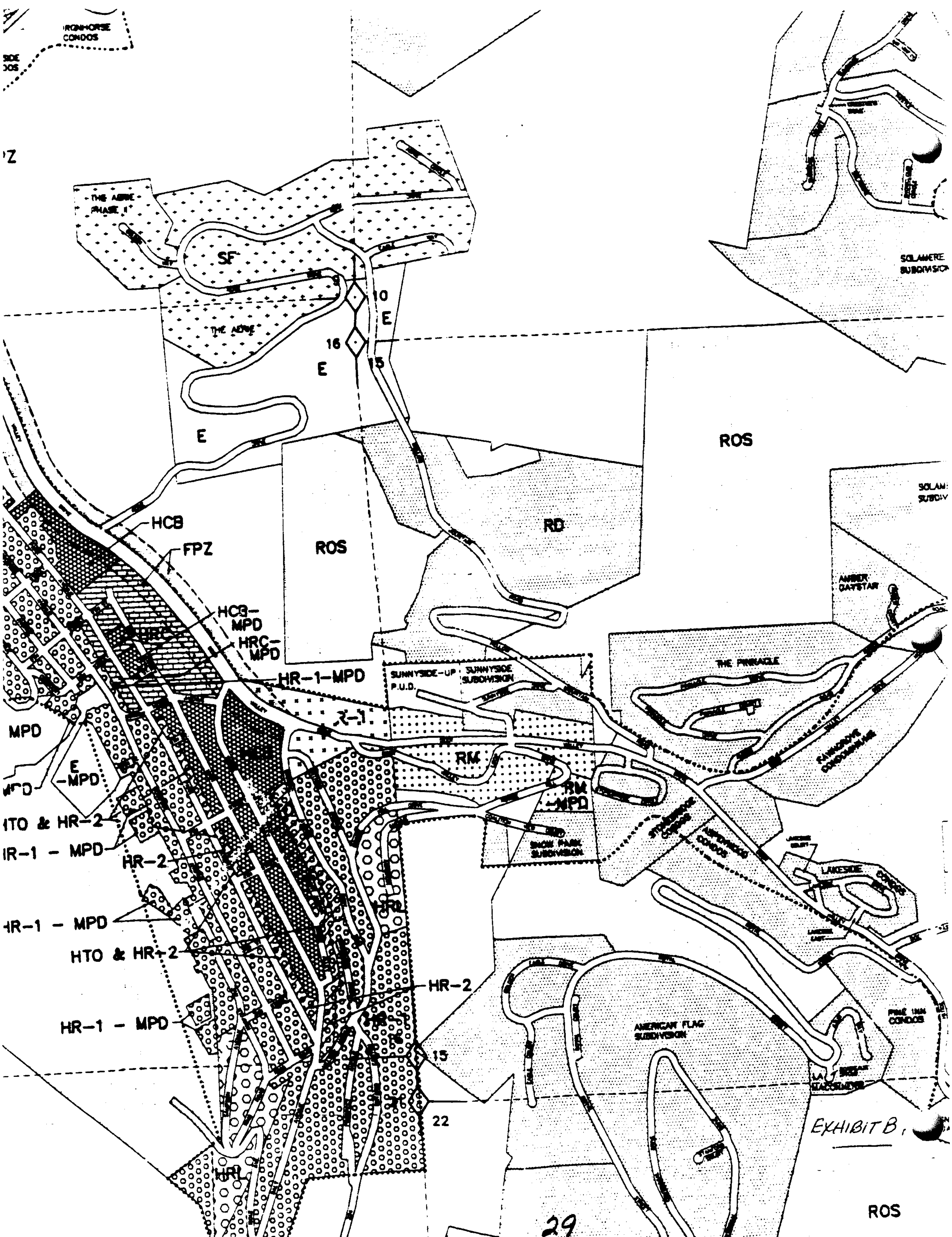

IRONHORSE CONDOS
PZ
THE AERIE PHASE I
SF
THE AERIE
10
E
16
15
E
E
ROS
ROS
RD
SOLAMERE SUBDIVISION
AMBER DAYSTAR
HCB
FPZ
HCB-MPD
HRC-MPD
HR-1-MPD
SUNNYSIDE-UP P.U.D.
SUNNYSIDE SUBDIVISION
THE PINNACLE
R-1
RM
RM-MPD
MPD
E-MPD
HTO & HR-2
HR-1 - MPD
HR-2
HR-1 - MPD
HTO & HR-2
HR-2
HR-1 - MPD
SNOW PARK SUBDIVISION
STONEBRIDGE CONDOS
ASPENWOOD CONDOS
LAKESIDE CONDOS
AMERICAN FLAG SUBDIVISION
PINE INN CONDOS
15
22
HR1
ROS

EXHIBIT B.

PARK CITY 1884

CITY COUNCIL REPORT

DATE: December 12, 1996
DEPARTMENT: Planning Department
AUTHOR: Kirsten Whetstone
TITLE: Condominium Conversion at 2179 Sunrise Circle
TYPE OF ITEM: Recommendation to Council
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Adopt the attached Ordinance approving the record of survey of plat for the condominium conversion of a duplex located at 2179 Sunrise Circle.

DESCRIPTION:

A. Topic

PROJECT STATISTICS

Project Name:	2179 Sunrise Circle Condominiums
Applicant:	Jerry W. Peterson and Brent Gold
Location:	2179 Sunrise Circle, Lot 69 Prospector Village
Proposal:	Condominium conversion and plat
Zoning:	SF-N, Single Family Nightly Rental
Adjacent Land Uses:	Residential
Project Planer:	Kirsten Whetstone

B. Background

The applicants, Jerry Peterson and Brent Gold, own the existing duplex located on Lot 69 of the Prospector Village subdivision. Lot 69 is an approved duplex lot according to the Prospector Village Subdivision plat. This request is to formally condominiumize the duplex which will enable the property owner to sell the units separately.

On November 20, 1996 the Planning Commission held a public hearing to receive input on the condominium plat.

On November 20, 1996 the Planning Commission voted to forward to City Council a positive recommendation to approve the proposed condominium plat.

C. Analysis

The condominium plat is reasonably straightforward and the staff has no outstanding concerns about the request. Staff inspected the site to verify that there are only two units on the lot and we are satisfied that each side of the duplex is one living unit. The applicant does not intend to do a time share ownership arrangement. Staff reviewed the CC&R's and by-laws and will verify that these documents are recorded with the condominium plat.

The applicant reviewed with the owners, the ownership patterns shown on the plat. Each side will have more or less exclusive use of the associated front and back yard areas. The use and restrictions of these areas are spelled out in the CC&R's. The applicant is aware that any external or internal changes which cross common area, will require a plat amendment and support of both owners.

In order to insure compliance with the Prospector Soils Ordinance, staff is recommending a condition that prior to plat recordation the owner provide the City with proof of compliance with the Ordinance, in the form of a Certificate of Occupancy and Certificate of Compliance from the building department.

D. Department Review

The Community Development Department and City Attorney's Office have reviewed this application. This request was discussed at a Staff Review meeting on September 17, 1996 where the City Engineer, Chief Building Official, and representatives from local utilities were in attendance. Their concerns have been addressed by the applicant..

E. Notice

The project was noticed to everyone within the affected plat and within 300 feet of the property boundary, on November 13, 1996. On November 20, 1996 the Planning Commission held a public hearing to receive input on the condo conversion. The Planning Commission did receive one concern from a citizen about a change in the zoning of the property. The Planning Commission clarified that the proposed condominium plat will change the form of ownership, but not the zoning.

ALTERNATIVES

A. Approve the proposed amendment thereby allowing individual ownership of each unit.

B. Deny the condominimization and retain the current form of ownership.

C. Continue the item and request additional evaluation from the staff.

SIGNIFICANT IMPACTS:

The proposal results in a record of survey plat which allows individual ownership of each unit. Approval of this application will not result in any significant impacts to the neighborhood. No external or internal changes to the structure are proposed. Because one half of this structure is more affordable to buy than the entire structure, it is possible to have two owner occupied units at this location, rather than one owner and one tenant, or two tenants.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the Commission denies the condominium conversion as proposed, the property will remain under single ownership.

RECOMMENDATION:

The staff recommends approval of the proposed condominium conversion for the 2179 Sunrise Circle Condominiums based upon the following:

Findings of Fact:

1. The proposed record of survey plat changes the type of ownership to condominium.

2. The proposal is consistent with both the Park City Land Management Code and the Comprehensive Plan in that the SF-N zoning district allows duplex structures on approved lots, such as Lot 69, when all minimum setbacks, heights, parking, and lot width requirements are met.

3. A financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

4. The lot is located in the area subject to the Prospector Landscaping/Soils Ordinance.

Conclusions of Law:

1. There is good cause for the condominium plat.

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

3. The proposal is consistent with both the Park City Land Management Code and State condominium requirements.

Conditions:

1. The City Engineer and City Attorney's review and approval of the condominium plat, for compliance with the Land Management Code and conditions of approval, is a condition precedent to recording the plat.

2. All Standard Project Conditions shall apply.

3. To ensure compliance with the Prospector Landscaping/Soils Ordinance proof of a certificate of occupancy and a certificate of compliance are conditions precedent to execution and recording of the plat

4. A financial guarantee, for the value of all public improvements to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.

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

EXHIBITS:

Exhibit A - Proposed Condominium Plat
Exhibit B - Location Map

Ordinance No. 96-

AN ORDINANCE APPROVING A CONDOMINIUM PLAT FOR THE 2179 SUNRISE CIRCLE CONDOMINIUMS LOCATED AT 2179 SUNRISE CIRCLE, PARK CITY, UTAH

WHEREAS, the owners of the property located 2179 Sunrise Circle have petitioned the City Council for approval of a condominium plat for a condominium conversion of an existing duplex to be known as the 2179 Sunrise Circle Condominiums; and

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

WHEREAS, the proposed condominium plat will allow the applicant to separately sell the individual units in the duplex located at 2179 Sunrise Circle;

WHEREAS, the proposal is consistent with both the Park City Land Management Code requirements for the SF-N District and the Comprehensive Plan;

WHEREAS, the property was posted and legal notice published according to the requirements of the Land Management Code and proper notice was sent to all property owners within 300 feet of the property in question;

WHEREAS, the Planning Commission held a public hearing on November 20, 1996, to receive input on the proposed condominium plat;

WHEREAS, the Planning Commission, on November 20, 1996, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the condominium plat, known as the 2179 Sunrise Circle Condominiums;

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

SECTION 1. FINDINGS The following findings are hereby adopted.

1. The proposed record of survey plat changes the type of ownership to condominium.

2. The proposal is consistent with both the Park City Land Management Code and the Comprehensive Plan in that the SF-N zoning district allows duplex structures on approved lots, such as Lot 69, when all minimum setbacks, heights, parking, and lot width requirements are met.

3. A financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

4. The lot is located in the area subject to the Prospector Landscaping/Soils Ordinance.

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

SECTION 3. PLAT APPROVAL. The condominium plat, known as the 2179 Sunrise Circle Condominiums, Park City, Utah, is approved as shown on the attached Exhibit A with the following conditions:

1. The City Engineer and City Attorney's review and approval of the condominium plat, for compliance with the Land Management Code and conditions of approval, is a condition precedent to recording the plat.

2. All Standard Project Conditions shall apply.

3. To ensure compliance with the Prospector Landscaping/Soils Ordinance proof of a certificate of occupancy and a certificate of compliance are conditions precedent to execution and recording of the plat

4. A financial guarantee, for the value of all public improvements to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.

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

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

PASSED AND ADOPTED this 12th day of December, 1996

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, Deputy City Recorder

Approved as to form:

____
Mark D. Harrington, Assistant City Attorney

2179 SUNRISE CIRCLE CONDOMINIUMS RECORD OF SURVEY MAP

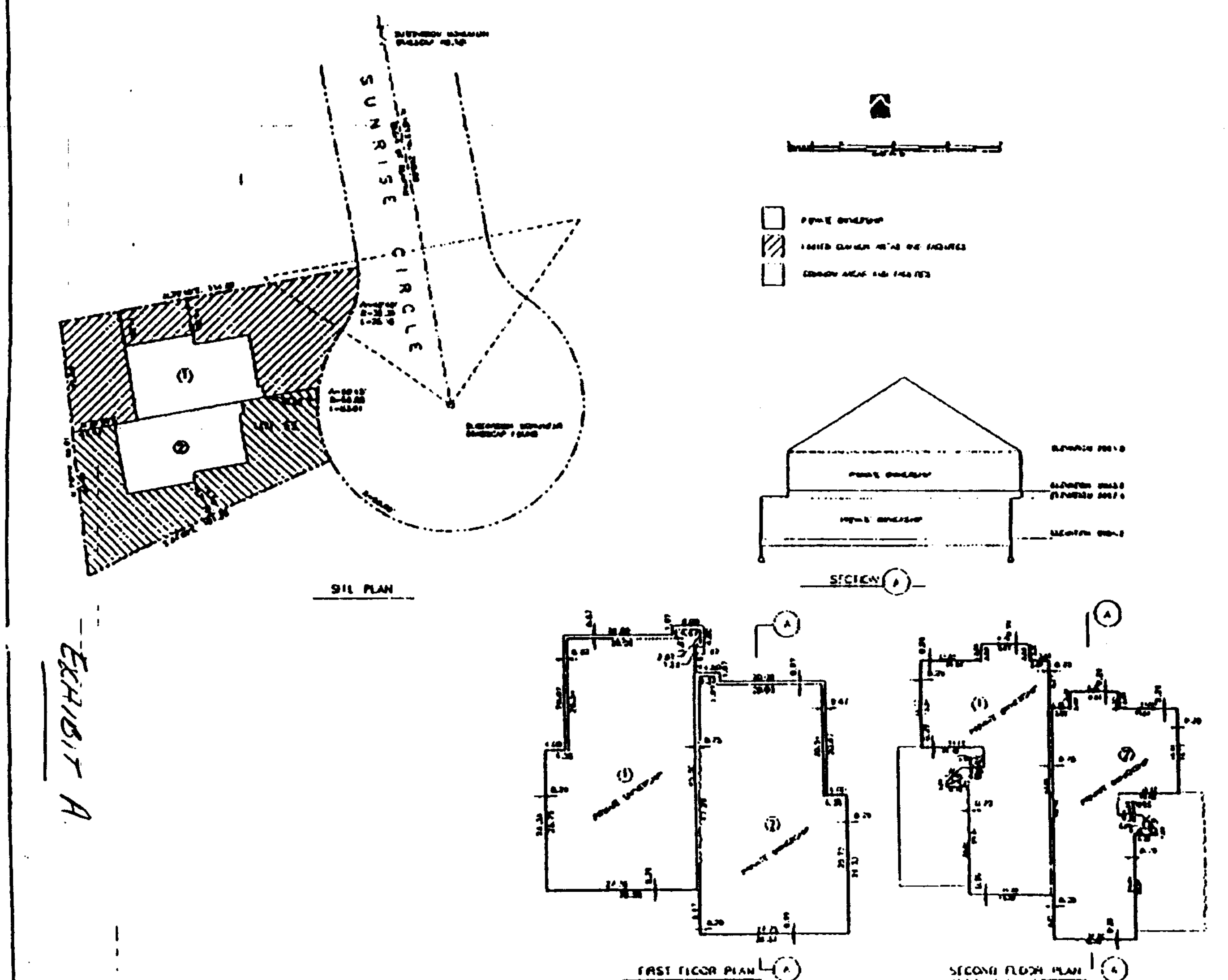


EXHIBIT A

SURVEYOR'S CERTIFICATE

I, Patrick C. Alsup, do hereby certify that I am a Registered Civil Engineer and Land Surveyor, and that I hold Certificate No. 4808 as prescribed under the Laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and that the [illegible] correctly describes the land surface upon which there has been constructed HANSEN CONDOMINIUMS. I further certify that this Record of Survey Map is accurate and has been prepared in compliance with the provisions of the Utah Condominium Ownership Act, and that the same has been surveyed and staked on the ground as shown on this map, and that the building dimensions are or will be as shown on this map.

BOUNDARY DESCRIPTION

[illegible]

DATE ______ PATRICK C. ALSUP, P.E., R.L.S.

CERTIFICATE OF CONSENT TO RECORD

Know all men by these presents that we the undersigned Owners of the above described tract of land have caused a survey to be made and this Record of Survey Map to be prepared, and do hereby consent to the recordation of this Map.

In witness whereof we have hereunto set our hands this ______ day of ______, 19__ A.D.

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE

On the ____ day of ______ A.D. ____ personally appeared before ...

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE

On the ____ day of ______ A.D. ____ personally appeared before ...

RECEIVED
AUG 3 0 1996
PARK CITY PLANNING DEPT.

RECORD OF SURVEY MAP
2179 SUNRISE CIRCLE CONDOMINIUMS

PREPARED BY	CITY COUNCIL APPROVAL	SEWER DISTRICT APPROVAL	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CITY PLANNING COMMISSION	RECORDED
VANHOOREN AND ASSOCIATES, INC. ... SOUTH WEST TEMPLE ... CITY, UTAH						

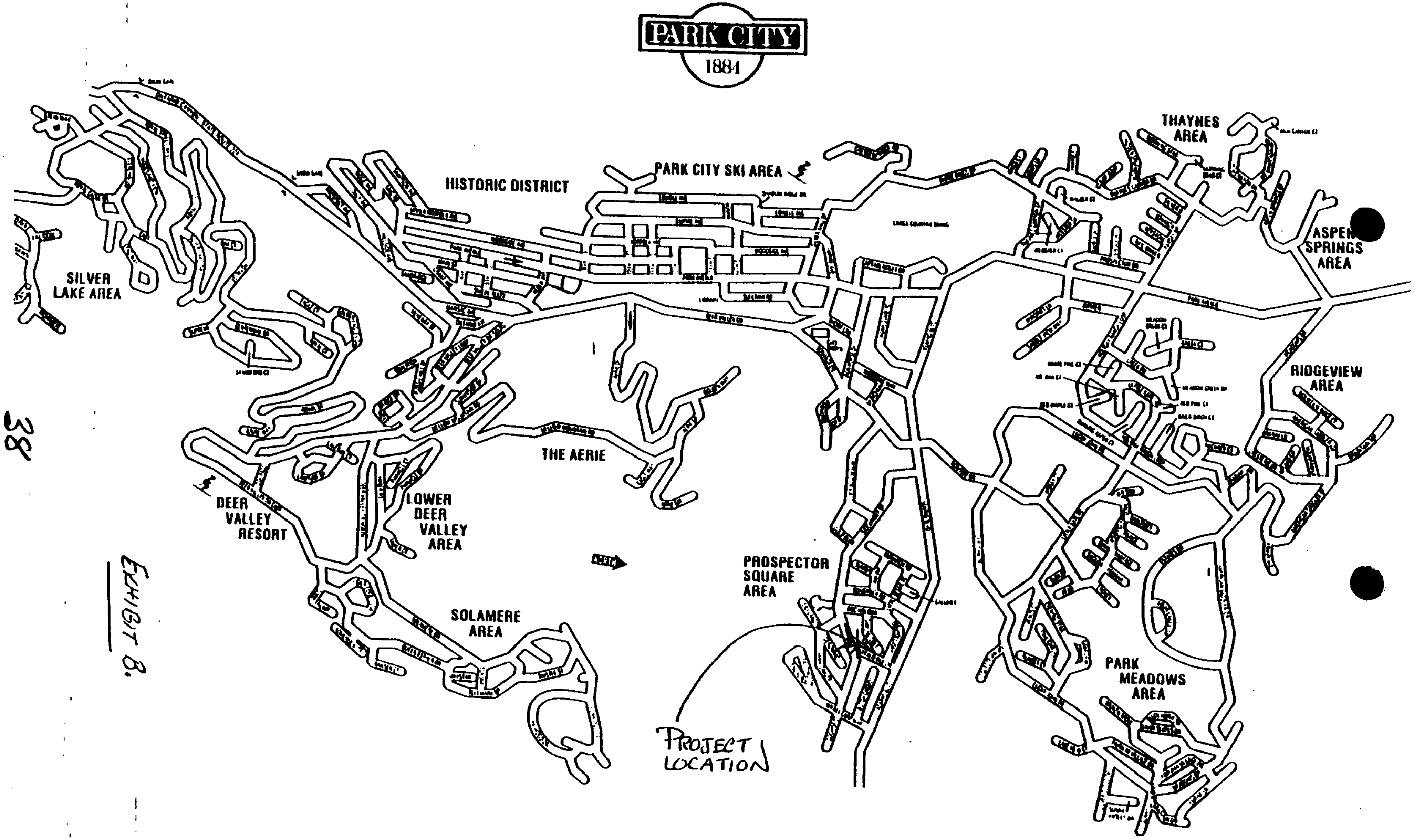

PARK CITY
1884
HISTORIC DISTRICT
PARK CITY SKI AREA
THAYNES AREA
ASPEN SPRINGS AREA
RIDGEVIEW AREA
SILVER LAKE AREA
THE AERIE
DEER VALLEY RESORT
LOWER DEER VALLEY AREA
SOLAMERE AREA
PROSPECTOR SQUARE AREA
PARK MEADOWS AREA
PROJECT LOCATION

EXHIBIT B.

38

PARK CITY
1884

DATE: 12/9/96
DEPARTMENT: Legal
AUTHOR: Mark Harrington, Asst. City Attorney
TITLE: Lease - White Pine Cross Country Ski Concession
TYPE OF ITEM: Administrative- Consent Agenda

SUMMARY RECOMMENDATIONS: **Authorize the Mayor to execute a new lease with Outdoor Endeavors Unlimited, d.b.a. White Pine Touring, for use of the golf course for a ski concession.**

DESCRIPTION:

A. **Topic:** The lease of the golf course during the winter ski season.

B. **Background:** Last spring the Recreation Department issued a RFP for use of the golf course for a cross country ski concession. Outdoor Endeavors Unlimited, d.b.a. White Pine Touring ("White Pine"), submitted the only proposal received by the City. White Pine has been operating the concession since 1980.

C. **Analysis:** The new lease (attached as Exhibit A) includes a five-year term expiring in 2001 with an option to renew. The term is basically from November 15 to April 5 each year, depending on snow. If the City does not need the facilities in 2002, the renewal option is for three years. If the City needs the facilities in 2002, there is a one year break in the lease and the renewal is effective for 2003 and 2004. Base Rent has been increased from $400 per month to $500 (does not include utilities). The real revenue is generated by the Percentage Rental- the City receives 6% of all Gross Track Sales. This method of rent is comparable with other retail operations in City space. Other than the increase in Base Rent, the terms are essentially the same as past leases. Rent may be adjusted as track area is increased or decreased in the future.

There is a lot of flexibility built into the paragraphs 2 and 3 of the lease (term and rent) to accommodate the anticipated changes with the development of the Island Outpost hotel. There is also a requirement for White Pine to participate with the Parks, Recreation and Beautification Advisory Board as the City further develops long term plans for the Osguthorpe parcel. It is anticipated that White Pine will contribute to capital improvements that increase their revenue potential.

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

ALTERNATIVES:

A. **Approve the Request**: Authorize the Mayor to execute the Lease as attached as Exhibit A, granting a new five year term to White Pine for use of the golf course as a ski concession.

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

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

D. **Do Nothing**: This is not recommended since this season has already begun.

SIGNIFICANT IMPACTS: The leased area represents the winter use of the golf course and Osguthorpe parcels. White Pine has operated the concession since 1980.

RECOMMENDATION: **Authorize the Mayor to execute the Lease as attached as Exhibit A, granting a new five year term to White Pine for use of the golf course as a ski concession.**

WHITE PINE TOURING,
PARK CITY GOLF COURSE AND PRO-SHOP
SUBLEASE AGREEMENT

THIS AGREEMENT is made and entered into as of the ___ day of ______________, 1996, by and between **PARK CITY MUNICIPAL CORPORATION** (hereinafter "City"), and **OUTDOOR ENDEAVORS UNLIMITED**, a Utah corporation d.b.a. **WHITE PINE TOURING** (hereinafter "Tenant").

WITNESSETH:

WHEREAS, Chris Blackwell (Island Trading, hereinafter "Owner") did purchase from Frederick W. Pelan, a parcel of land adjacent to the Park City Municipal Golf Course, commonly referred to as "the Hotel Parcel"; and

WHEREAS, City owns an area of land comprising the Park City Municipal Golf Course and desires to grant a concession to Tenant to provide certain services and products for public use; and

WHEREAS, a certain area of Park City Municipal Golf Course is set apart for cross country skiing concession, as described in Exhibit "A", for the benefit of City residents and others; and

WHEREAS, City also owns an area of land referred to as the Osguthorpe Dairy parcel, described in Exhibit B, which also is available for an additional cross-country ski concession to Tenant; and

WHEREAS, City also owns an area of land referred to as the Peterson parcel, as described in Exhibit C, which is also available for tenant to connect the cross-country tracks; and

WHEREAS, pursuant to the terms of the 1987 Golf Course Hotel Agreement, which has been assigned to the Owner, City was granted the right to occupy the existing pro-shop located in the building on the Owner's hotel parcel; and

WHEREAS, said Agreement also provided that City could sublease this space subject to the approval of Owner as to the use and tenant; and

WHEREAS, City desires to sublease to a tenant the Golf Course pro-shop for use as a ski shop and to be used for the purpose of servicing the public needs with respect solely to the conduct of a cross-country skiing concession base; and

WHEREAS, Tenant agrees to conduct said business on the premise in a professional manner subject to the terms and conditions herein set forth, THEREFORE, IN CONSIDERATION of the covenants and agreements of the respective parties herein contained, the parties hereto do hereby agree as follows:

1. **Demised Premises**. City hereby demises and sub-leases to Tenant the Pro-Shop located at 1541 Thaynes Canyon Drive, and leases those parts of the City's Municipal Golf Course designated on Exhibit "A" and to include the Dairy parcel which is described on Exhibit "B" and the Peterson property which is described on Exhibit "C" attached hereto and incorporated herein by this reference.

2. **Term**. The term of this Agreement shall be for five annual rental periods, consisting of the ski season. The first period shall commence ~~commencing~~ approximately November 15, 1996 and run~~ning~~ through March 15, 1997, or later if the snow cover is adequate to set and maintain ski tracks for touring, but in no event later than April 5, 1997. The same rental period shall apply for the subsequent four years, with the Lease term expiring no later than April 5, 2001. The property being leased is surplus municipal space at the present time, but may be required for municipal purposes by Landlord during the 2002 Winter Olympics. Landlord will notify Tenant in writing by January 1, 2001 whether or not the space is still surplus to Landlord's needs and whether the space will be available for lease in 2002. If the space is still surplus to the Landlord's needs at the conclusion of the Lease term, this Lease shall automatically renew for an additional term of three years ending no later than April 5, 2004. If the space is required for municipal purposes by Landlord during the 2002 Winter Olympics, no renewal shall occur for the 2002 rental period, however, Tenant may at its option renew the Lease for a two year term consisting of the 2003 and 2004 ski seasons, ending no later than April 5, 2004. Landlord convenants to use its best efforts to include Tenant in the planning process for the 2002 Winter Olympics.

The Tenant accepts said premises as is on the date ~~the lease term~~ each annual rental period commences. The premise shall be clean, and ready to occupy including carpets and windows cleaned and shall be left in the same manner when vacated by Tenant at the expiration of ~~the term of this lease~~ each annual rental period. Tenant shall vacate the premises and remove all equipment and property by 5:00 p.m. on the date of expiration of each annual rental period to facilitate the set-up of the Park City Municipal Golf Course pro-shop. Tenant shall pay to City the sum of $100.00 per day for each and every day they occupy the premises after April 5~~, 1997~~ of each annual rental period as an agreed upon estimate of liquidated damages and not as a penalty.

Tenant understands that, pursuant to the 1987 Golf Course Hotel Agreement between then-owner Greater Park City Company and Park City Municipal Corporation, the current owner (Island Trading) may obtain development approvals to raze the building and build a hotel on the parcel that is the subject of this sublease. If the approvals are given and the owner wishes to start its development before the term of this sublease has expired, Tenant acknowledges that the Pro Shop will be relocated to a temporary facility and then eventually a new permanent facility. In the event a temporary or new facility is not installed for some portion or all of any rental period herein, Tenant and the City shall be released of any and all obligations herein until such facility is installed. The City shall use its best efforts, including involving the Tenant in discussions with the Owner, to require Island Trading or their successors to install the temporary and new facility in such a manner so as not to interfere with the rental periods specified herein. The City shall give the Tenant notice of the Owner's intent to raze the building within thirty days of the City receiving such notice from the Owner. Upon relocation of the Pro Shop, the rent may be adjusted pursuant to paragraph 3(e) below.

3. **Rent**. The parties agree that rental shall be ~~FOUR~~ FIVE HUNDRED DOLLARS ($~~4~~500.00) per month (hereinafter "Base Rent") and 6% (SIX Percent) of all track passes INCLUDING season passes each month. All checks shall be sent to Greg Cunningham, c/o Park City Municipal Corporation, P. O. Box 1480, Park City, Utah 84060.

(a) Minimum Guaranteed Monthly Rental. The minimum guaranteed monthly rental for the space shall be TWO-THOUSAND FIVE HUNDRED DOLLARS ($25~~0~~00.00) per year. Base Rent shall be paid in monthly installments of ~~Four~~ Five-Hundred Dollars ($~~4~~500.00) due by the first day of each month during the term of the lease.

(b) Percentage rental. For each and every month during the lease term, Tenant shall pay 6% of gross track sales per month as additional rental. Gross track sales shall be calculated by the parties and payment remitted by May 15~~, 1997~~ of each annual rental period. Pre-season track pass sales, including season passes shall be included in the calculation of percentage rental and shall be remitted to the City with the Gross Track Sales records and financial statements.

(c) "Gross Track Sales" as used herein is hereby defined to mean the total amount in dollars of all track passes and season pass sales, whether for cash, credit, or services. Gross track sales shall not include any sum collected for any sales, use, or gross receipts tax imposed by any federal, state, municipal or other governmental authority directly on sales to customers and paid by Tenant to such governmental authorities.

(d) Financial Statements No later than May 15~~, 1997~~ of each annual rental period, Tenant shall also furnish landlord with quarterly sales tax returns and a written statement certified by the tenant's CPA on quarterly gross receipts.

(e) Rent Adjustment. Upon relocation of the track or the Pro Shop to either a temporary or a new permanent location, the City may adjust the Base Rent (minimum monthly rental). The adjustment shall be based upon the increased or decreased value of the temporary or new space, or attributed to a loss or an increase in track area because of construction or track relocation. If the Tenant chooses not to accept the new rent amount, it shall give the City 30 days written notice of termination of this lease agreement. The Tenant shall retain a right of first refusal on any subsequent agreement between the City and a third party wishing to assume Tenant's lease term.

(f) Contribution to Capital Improvements. The Tenant and City agree that several capital improvements would improve the overall quality of the premises leased herein and the operation of the ski concession. Tenant has agreed in its proposal to contribute to the capital improvements which increase its revenue potential. Accordingly, Tenant hereby agrees to participate in good faith with the Parks, Recreation and Beautification Advisory Board and the Recreation Department of the City in identifying those capital improvements that would be of benefit to the ski concession and the community. Tenant further agrees to negotiate in good faith with the City regarding the amount of contribution or rent increase the Tenant will pay towards the costs of the improvements. The contribution calculation shall reasonably consider the overall cost of the improvements, the increase in revenue potential created by the improvements, the remaining lease term, and the overall community benefits attributed to the improvements.

4. **Accounting**. Tenant shall provide City with an accurate accounting of its operation by May 15~~, 1997~~ of each annual rental period, to include the following information:

(a) The actual number of skier days during the lease term, including receipts for all track passes.

(b) The number and prices of track passes issued during the lease term, to include an accurate accounting of all receipts from track passes.

(c) The number and prices of family and individual season passes, to include an accurate accounting of all receipts from season passes.

(d) Total revenue received from lessons, LRP, special programs, tours, and races.

(e) Total gross receipts from retail sales.

(f) A profit or loss statement.

5. **Punch Pass or Coupon Books and Season Passes Available at the City**. The City shall require tenant to make available to the City a minimum of 50 locals punch pass cards or coupon books and 50 season passes, which the City will use its best efforts to sell to holders of locals cards through the Racquet Club. The books and passes shall be sold at a mutually agreed upon discount rate. ~~This punch pass or coupon book will entitle the holder to ski at the track for a reduced rate of $5.00 per day. The season pass shall be available at the preseason rate of $90.00 per single and $140 per family. These discount passes and season passes are available in a limited number and will only be available until sold out.~~ The City shall remit all revenues received on Tenant's behalf to Tenant within 30 days of receipt of an invoice from Tenant. Said invoice shall be sent at the end of the lease term. Tenant may make punch passes, coupon books and season passes available at higher rates and at other locations as they deem necessary or desirable.

6. **Authorized Use**. Tenant shall use the leased premises for the operation of a cross-country skiing concession as stated below, and for no other purpose whatsoever without the prior written consent of the City and Owner, which consent shall not be unreasonably withheld.

The purpose of the Touring Center will be to provide and set a cross-country ski track, teach cross-country ski lessons, provide ski rentals and sell necessary cross-country equipment and supplies. All services will be available to the public without discrimination.

The Leisure Services Director or his designee must give prior approval for the equipment, location, and methods to be used to set the ski tracks. Tenant shall not store ski equipment nor inventory outdoors overnight. Large equipment and machines, including the track setting machines, shall be stored at the City's water treatment plant adjacent to the golf course, or at a location approved by the Parks and Golf Course Superintendent.

7. **Increased Insurance Risk**. Tenant will not permit said leased premises to be used for any purpose which would render the fire insurance on the buildings or the premises void or cause cancellation thereof or make the insurance risk more hazardous or increase the insurance premium in effect at the time of this lease. Tenant 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 premises of the same general type as those covered by this Agreement.

8. **Care and Repair of Premises by Tenant**. Tenant will not commit any waste on leased premises nor shall it use or permit the use of the premises in violation of any state or federal law or contrary to municipal ordinance or regulation applicable thereto. Tenant may, with prior consent of City but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the building as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements or weakening the structure on the leased premises. Any permanent alterations or improvements to the leased premises shall become the property of the City upon expiration or termination of this lease.

Tenant shall be responsible to patrol and maintain the Dairy parcel and Peterson property. Tenant shall, at the end of each day of operation, ski-sweep through the Dairy parcel and Peterson property to assures that all skiers are off the lands before dark. Tenant shall police and patrol the ski tracks to assure compliance with the terms of this agreement.

9. **Maintenance of the Building**. Tenant shall keep the path to the pro-shop and sidewalks reasonably free from ice and snow. It is understood and agreed that GPCC shall be responsible for snow removal in the parking areas for the leased premises and not the City. Tenant agrees to maintain the leased premises in a neat, clean and safe manner, including light tube replacement, all janitorial services, and maintenance of the premises at Tenant's sole expense.

10. **Erection of Partitions, Fixtures or Other Appurtenances**. Tenant shall, only with the prior written approval of the City, have the right and privilege to erect, at Tenant's sole cost and expense, such temporary partitions including office partitions, dressing rooms, or to alter existing partitions as may be necessary to facilitate the handling of Tenant's business and to erect shelves, bins, bulletin boards, machinery, electrical fixtures, additional lights and wiring. Any such partitions, fixtures or equipment installed by Tenant shall remain the property of Tenant and may be removed by Tenant at any time, prior to termination thereof, provided however, that all sums due

hereunder to the City shall have been paid and, provided further, that Tenant shall repair any damage done to the leased premises and restore the premises to its prior condition. Tenant shall not exercise the right and the privilege granted hereunder in such a manner as to damage or affect the structure or structural qualities of the building.

Tenant desires to use for the display of their merchandise the existing wall fixtures and covenants and agrees to replace any fixtures which are damaged or lost during their tenancy. Other existing fixtures on the property such as the free standing rounders shall be removed from the premises prior to tenant's occupancy.

11. **Erection and Removal of Signs**. Tenant may place suitable signs on the leased premises for the purpose of indicating the nature of the business carried on by Tenant in said premises, provided however, that the City Planning Department must first approve said signs. The general appearance of all new signs shall be consistent with other signs located in the district where the leased premises are located and the installation of such signs shall not unnecessarily damage the leased premises. Any signs erected by the Tenants shall comply with the Park City sign code.

12. **Glass**. During the term of this Lease, Tenant agrees to replace all glass broken or damaged with glass of the same quality as that broken or damaged on the premises.

13. **Right of Entry by City**. Tenant, at any time during the term of this Lease, shall permit inspection of the leased premises during reasonable business hours by City or City's agents or representatives for the purposes of ascertaining the condition of the leased premises and in order that City may make such repairs as may be required by City under the terms of this Lease.

14. **Payment of Taxes and Other Assessments**. Tenant shall pay all taxes and other assessments on the premises during the term of this lease, except real property tax.

15. **Assignment and Subletting**. Neither this Agreement nor any interest herein may be assigned by Tenant voluntarily or involuntarily by the operation of law, and neither all nor any part of the leased premises shall be sublet by Tenant without the prior written consent of City, which consent shall not be reasonably withheld.

16. **Damage or Destruction**. City does not own the leased premise building referred to as the Pro-Shop. If the leased building is ~~shall be~~ damaged or destroyed by fire or other casualty, other than new development pursuant to Paragraph 2, the City shall have no duty to repair any such damage and restore the leased premises. If such damage or destruction shall render the premises untenantable in whole or in part, the rent shall be abated wholly or proportionately until the damage is repaired and the premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding, the effect of which may require removal of Tenant's operations from the premises, the lease of said building shall immediately terminate and the City shall have no duty to provide another location to Tenant.

17. **Surrender of Premises**. Tenant agrees to surrender the leased premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition

or as altered pursuant to the provisions of this Agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted. Tenant agrees to have all carpets cleaned at the end of the lease term and to replace or restore any racks or shelves that may have been removed to accommodate their use, and clean the windows.

18. **Quiet Enjoyment**. If, and so long as, the Tenant pays the rent reserved by the lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the demised premises subject, however, to the terms of this lease and City will warrant and defend Tenant in the enjoyment and peaceful possession of the demised premises throughout the term of this lease.

19. **Insurance and Indemnity**. City does not have, and is not obligated to provide, insurance on the contents of Tenant's space, nor insurance that would protect Tenant against public liability from injuries to patrons on the premise. Tenant shall provide insurance on its own property, equipment, merchandise and employees, and carry comprehensive general liability insurance with the City and Owner named as additional insured, in the minimum amount of $2,000,000 for aggregate, $1,000,000 for each accident or occurrence and $250,000 for property damage. The policy must provide that coverage thereunder will not be canceled or reduced without at least thirty (30) days prior written notice to City and Owner. Tenant's coverage is primary and the City's liability is secondary and shall be so designated on the certificate. Prior to term commencement, Tenant will furnish a certificate of insurance verifying the foregoing to both City and Owner.

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

Tenant's sole remedy in the event of business interruption from any cause shall be its own insurance and Tenant shall have no action against the City.

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

21. **Nondiscrimination**. Tenant agrees not to discriminate against anyone on the basis of race, color, religion, national origin, age, sex or disability in its hiring practices or operation of its business or use of leased premises.

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

23. **Default**. If Tenant or City shall make any default in the fulfillment of any of the covenants and conditions hereof except default in payment of rent, the non-defaulting party may, at its option, after 30 days prior notice to the other, make performance for the other and for the purposes advance such amount as may be necessary. Any amount so advanced or expenses incurred or sum of money paid by Tenant or City by reason of the failure of the other party to comply with any covenant, agreement, obligation or provision of this lease, or in defending any action to which Tenant or City may be subjected by reason of any failure to comply with the terms of this lease shall be deemed to be additional rent for the leased premises or deducted therefrom as the case may be. The receipt by City of any installment of the fixed rent or any additional rent hereunder shall not be a waiver of any rent then due.

If Tenant or City shall make default in fulfillment of any of the covenants or conditions of this lease (other than the covenants for the payment of rent or other amounts), and such defaults shall continue for a period thirty (30) days after notice, then the party sending such notice may, at its option, terminate this lease by giving the other party notice of such termination in writing and thereupon this lease shall expire as fully and completely as if that were the date definitely fixed for the expiration of the term of this lease and the Tenant shall then quit and surrender the leased premises. If such default cannot be reasonably remedied within the period of thirty (30) days by the use of reasonable diligence, then such additional time may be granted as may be necessary, provided the notified party takes immediate action upon receipt of the note and proceeds diligently to remedy the default.

24. **Default in Rent**. If Tenant shall make default in the payment of the rent reserved hereunder, except under conditions stated herein or any part thereof or in making any other payment herein provided for, or if the leased premises or any part thereof shall be abandoned or vacated other than as otherwise provided herein, the City may, at its option, terminate this lease and City or City's agents and servants may immediately or at any time thereafter re-enter the leased premises and pursue its rights under law.

25. **Party at Fault**. In the event either party shall enforce the terms of this lease by suit or otherwise, the party found to be at fault by a court of competent jurisdiction shall pay all costs and expenses, including reasonable attorney's fees.

26. **Failure to Perform Covenant**. Any failure on the part of either party to this lease to perform any obligation hereunder and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or act of God, or any similar cause beyond the control of the parties so failing to perform. To the extent and for the period that such cause continues, save and except under the provisions of this paragraph, shall not excuse a non-payment of rent hereunder on its due date.

27. **Rights of Successors and Assigns**. The covenants and agreements contained within this 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.

28. **Time**. Time is of the essence of this lease and every term, covenant, and condition contained herein.

29. **Paragraph Headings**. The paragraph headings as to the contents of particular paragraphs herein are inset only for convenience and are in no way to be construed as part of such paragraphs or as a limitation in the scope of the particular paragraph to which they refer.

30. **Notices**. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, deposited in the United States mail, postage prepaid and registered, and addressed to the below listed address of the party or to such other address as the parties may from time to time designate in writing:

CITY: Park City Municipal Corporation
Attn: City Attorney
P.O. Box 1480
Park City, Utah 84060

TENANT: Charlie Sturgis
Outdoor Endeavors Unlimited
d.b.a. White Pine Touring
P. O. Box 680068
Park City, Utah 84068

OWNER: Chris Blackwell
Island Trading
825 8th Avenue, 24th floor
New York, New York, 10019

31. **Conditions Precedent to Setting Track**. There must be 12 inches of snow or more to set or use the cross-country ski track. If there is less than 12 inches of snow, Tenant will not set the cross-country ski track until sufficient snow is on the golf course unless Tenant has the prior written consent of ~~Pace Erickson,~~ the Parks and Golf Course Superintendent or another qualified representative of the City in the event ~~Pace Erickson~~ the Parks and Golf Course Superintendent is unavailable to provide consent. Tenant will initially set the track only in the presence of the Leisure Services Director, or his designee, who is hereby empowered to require adherence to the following guidelines:

(a) The track shall be at least 25 feet from any green or tee areas;

(b) The track shall be placed in the rough areas except where the track must cross the fairway to avoid any greens or tee areas.

32. **Damages**. Tenant is responsible to rectify or pay for any damages incurred at or upon the City's property from use of the leased premises by Tenant or Tenant's guests, clients, patrons, invitees, employees or licensees. Specifically tenant shall pay for all repairs to the golf course occasioned by their use of the premises for their operation.

33. **Track Location**. Tenants must mark the track with stakes or poles prior to track setting and require Tenant's employees, guests, clients, invitees, licensees and patrons to stay on the set track. The fencing/staking off of all greens and tee areas is to be done at the sole expense of the Tenant. Tenants will not pack snow on any areas of the Golf Course except the driving range, to conduct lessons or for any other purpose unless written approval from the City authorizes it. The

Leisure Services Director, or designee, has the power to approve or deny the initial set of the cross-country ski track and the Tenants will not set or re-set the track without the City's prior permission.

Prior to opening the track for cross-country skiing on the Dairy parcel or through the Peterson property, Tenant shall present to the City for approval, a drawing showing the proposed track location and written proof of authorization to enter and access the Dairy and Peterson property from the necessary adjoining property owners.

34. **Trash Removal and Receptacles**. All trash is to be removed by the Tenant from the Golf Course, parking lots, the Dairy property and/or all other City property used by Tenant for the operation of cross-country skiing, in the spring after the snow melts and before the Tenant quits the premises. Tenant shall provide trash receptacles on the Dairy and Peterson property and shall provide daily trash removal on these parcels.

35. **Portable Toilet Facilities**. If tenant elects to use portable toilets on these parcels, tenant shall be responsible for the installation, all charges and maintenance of the portable toilet facilities. City must approve the site and screening of the portable toilets prior to installation. Tenant shall remove all portable toilets within one week of cessation of the cross-country skiing operation on the City's parcels.

36. **Parking**. No parking of vehicles of any type shall be permitted on the Dairy parcel, Peterson parcel, information kiosk, or adjoining parcels or rights-of-way. All access to these parcels shall be limited to skier access via the track set from the city Golf Course. Signage on the track shall clearly identify that **NO** skier access is available from Highway 224. If parking becomes a problem at the Dairy site or adjacent properties or sites, City may immediately rescind the approval to use these additional parcels with a 24-hour written notice.

37. **Security and Fencing**. Prior to opening the Dairy parcel and/or Peterson parcel for cross country skiing, Tenant shall secure the parcels and shall fence or rope off and sign, to the satisfaction of the City, all known hazards on the parcels, to include, but not be limited to, the barn, and adjoining structures, and existing machinery, pipes, equipment and refuse, etc.

38. **Utilities**. Tenant acknowledges that the City did enter into an Agreement Respecting Maintenance, Utilities and Food Service at the Blackwell Park City Golf Course Property and a Memorandum of Understanding which shall be ~~designated as **Exhibit 1** and **Exhibit 2**, respectively, and shall be attached hereto and~~ incorporated herein by this reference. The utility charges to tenant shall reflect the terms of the abovesaid agreements as follows:

(a) Electric. Tenant shall pay a fixed $100.00 per month for the electric bills associated with the pro-shop.

(b) Telephone charges. All telephone charges shall be paid by Tenant during the term of the lease. Tenant will be billed monthly by the City with copies of all bills to accompany the billing statement.

(c) Water and Sewer. City is responsible to supply and pay for water and sewer in the premises covered by this contract.

(d) Natural gas. Tenant shall pay for their own gas bill. In that the premises are not separately metered, it is the agreement of the parties that tenant shall pay a maximum monthly gas charge to Adolph calculated as 20% of Adolph's total natural gas bill for that month.

39. **Additional Restrictions**. Tenant agrees that in the event that the City determines that additional conditions or restrictions are needed to regulate the use of the Dairy and Peterson parcels the City shall notify Tenant in writing of said restrictions or conditions and Tenant shall comply to the satisfaction of the City.

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

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch, Mayor

Attest:

____
Anita Sheldon, City Recorder

Approved as to form:

____
Mark Harrington, Ass. City Attorney

OUTDOOR ENDEAVORS UNLIMITED, a Utah corporation, d.b.a WHITE PINE TOURING

BY: ______________________________
Kathy Sturgis, Secretary/Treas.
General Manager

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this ___ day of ______________, 199_, personally appeared before me **Kathy Sturgis**, who being duly sworn, did say that she is the Secretary/Treas. of **OUTDOOR ENDEAVORS UNLIMITED, a Utah corporation, d.b.a WHITE PINE TOURING**, and acknowledged to me that the preceding lease was signed on behalf of said company, by their authority and she acknowledged that the company did execute the same for its stated purpose.

____
NOTARY PUBLIC

EXHIBIT "A"

The eighteen (18) hole golf course known as the Park City Municipal Golf Course located in Park City, Summit County, Utah, and generally bounded by State Highway 224, Payday Drive, Thaynes Canyon Drive, Three Kings Drive, Silver King Drive, Empire Avenue, and Park Avenue. Together with the pro-shop located at 1541 Thaynes Canyon Drive located in the building commonly known as Adolph's Restaurant.

MEMORANDUM

To: Toby Ross
Jodi Hoffman
Rick Lewis
Jan Scott

From: Eric DeHaan Eric DeHaan

December 5, 1996

Subject: **Proposed Amendments to the Land Management Code as replacement legislation for Ordinance 96-27, the parking Temporary Zoning Ordinance**

Attached for your review and corrections is the staff report containing the ordinance replacing the parking TZO. The changes to the LMC, as you can see, are underwhelming. After meeting with several property owners, I feel this is as far as we can go without causing a firestorm of complaints. As I have discussed with a couple of Council members, there are relatively few properties which will have large buildings or additions, so the impact of the amendments is small.

The Planning Commission held a public hearing on November 6, and forwarded a positive recommendation to the City Council on November 20.

We also need to amend Resolution 29-92, the Fee Resolution, to increase the in-lieu fee for parking from $10,000 to a more realistic figure, at least $14,000.00. Please decide who you want to work on that resolution.

Please let me know if you have any comments.

PARK CITY
1884

CITY COUNCIL REPORT

DATE: December 12, 1996
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, City Engineer
TITLE: Public Hearing on Land Management Code Amendments as replacement legislation for Ordinance 96-27, the parking temporary zoning ordinance; approval of Land Management Code amendments

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SUMMARY RECOMMENDATIONS: Hold a public hearing on the attached Ordinance amending the Land Management Code as replacement legislation for Ordinance 96-27, the parking temporary zoning ordinance, including amendments regarding off-street parking requirements to Chapter 7.2 (HCB zoning regulations) and Chapter 13 (off-street parking). Approve the attached Ordinance.

DESCRIPTION:

A. Topic: The proposed ordinance will replace the "parking TZO" by making minor changes to the Land Management Code. A public hearing was held on November 6 in front of the Planning Commission.

B. Background: The November 6 staff report is attached as background material.

C. Analysis: At the November 6 public hearing at the Planning Commission, several items of concern were raised by the public. Those issues are as follows:

1. Can we prevent in absolute terms any driveway crossing the Main Street sidewalk? Can we prevent garage doors on Main Street?
2. By making Main Street buildings non-conforming because they exist at a size greater than would now be allowed without a parking exaction, are we placing an undue burden on building owners?
3. Does a change of use require an additional parking exaction?
4. Are our definitions clear as to the measurement of space?
5. Is our transit system being upgraded to mitigate the lack of parking and the congestion on streets in Old Town? What is the overall parking plan?
6. Is the Heber Avenue sub-zone of the HRC zone over-regulated?

Staff response to each of these remaining issues is as follows:

1. We cannot totally prohibit the ability of a property owner to provide on-site parking, provided their design conforms to the LMC and is approved by the HDC. Attempting to do so would invalidate the entire in-lieu parking fee arrangement. Fortunately, few property owners will use up their most valuable space (their Main Street frontage) as a driveway.
2. Many buildings in Park City are non-conforming with regard to setbacks or design elements, yet in general our real estate values are very strong. Our LMC section on non-conforming buildings adequately protects property owners in the event of fires or acts of God. The use within a non-conforming building, for example, a two-story building with an F.A.R. greater than 1.500, may change innumerable times without a requirement for upgrading the building to make it conform in all respects. The building can be rebuilt innumerable times if it is destroyed by fire, earthquake, etc. Only if the non-conforming building is demolished by the owner does the replacement buildng need to meet all Code requirements.
3. If the new ordinance is adopted, a change of use would not trigger an additional parking exaction. If the TZO lapses with no Code amendments in place, then a change of use within any two-level exemption would not trigger parking but any other change of use would.
4. The definitions of terms throughout the LMC probably need clarification. The Staff feels that the terms in the proposed amendments are clear for the purpose of these amendments and staff interpretations of these amendments, like all LMC interpretations, and can be administratively appealed if necessary.
5. Transit alternatives are part of our approach to managing traffic and parking. Several improvements are being discussed, including enhanced evening service between hotels and downtown specifically to address parking issues. This is part of a more comprehensive parking plan that has been reviewed by City Council. Please speak directly with Transportation Director Hope Bleecker or review her attached memo to the City Council dated November 7, 1996.
6. The Planning Staff intends to examine the HRC zone designation in a separate process and bring that discussion to the Planning Commission. The parking TZO did not affect the HRC zone. Please review the attached letter from Nick Powell dated November 7, 1996.

The Planning Commission forwarded a positive recommendation to the Council on November 20, 1996.

D. Department Review: The draft ordinance has been reviewed by the Legal Department and the Community Development Department.

ALTERNATIVES: The City Council should review the draft ordinance and hold the noticed Public Hearing on December 12. It would be appropriate to adopt the ordinance. However, the item can be continued to December 19, 1996 or January 9, 1997, if more information is needed.

SIGNIFICANT IMPACTS:

The proposed ordinance will increase the amount of parking required for some future new buildings and additions to buildings on Main Street. The amount of the increase will vary according to the proposed Floor Area Ratio of the new construction and whether the proposed use is residential or non-residential. (Parking for buildings less than 1.5 FAR will not change from pre-TZO levels).

The City Council needs to act on replacement legislation for the parking TZO prior to January 18 or the pre-TZO Code language will again be in force.

RECOMMENDATION:

Hold a public hearing on the proposed ordinance amending the Land Management Code as replacement legislation for Ordinance 96-27, the parking temporary zoning ordinance, including amendments regarding off-street parking requirements of Chapter 7.2 (HCB zoning regulations) and Chapter 13 (off-street parking). Adopt the ordinance.

PARK CITY
1884

PLANNING COMMISSION REPORT

DATE: November 6, 1996
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, City Engineer
TITLE: Public Hearing and Recommendation to City Council on Land Management Code Amendments as replacement legislation for Ordinance 96-27, the parking temporary zoning ordinance.

SUMMARY RECOMMENDATIONS: Hold a public hearing on the proposed ordinance amending the Land Management Code as replacement legislation for Ordinance 96-27, the parking temporary zoning ordinance, including amendments regarding off-street parking requirements to Chapter 7.2 (HCB zoning regulations) and Chapter 13 (off-street parking), and forward a positive recommendation to the City Council.

DESCRIPTION:

A. Topic: The proposed ordinance will replace the "parking TZO" and act to increase the parking exaction for some new construction in the HCB zone and minor additional changes to two sections in the Land Management Code.

B. Background: On July 18, 1996, the City Council adopted the "parking TZO". Since that time the Council has discussed an array of proposed actions concerning parking in the Old Town area. One of many possible or proposed actions is the construction of a major parking structure in or near Swede Alley, as well as the construction of a surface parking lot near Sand Ridge Avenue and the construction of a fifth level of parking on China Bridge.

This proposed construction will act as an outlet for parking demands created by new construction in the Main Street area, thus continuing to rationalize Park City's policy of allowing new construction to pay a fee in-lieu of providing parking on-site.

Several meetings have been held with interested property owners and knowledgeable local experts regarding the HCB zone description. The exemption provided as a function of the HCB zone for two levels of parking is proposed to be slightly reduced to an FAR of 1.5 as a means of minimizing the increase in Park City's shortfall of parking while not being unfair to property owners.

C. **Analysis:** The analysis and reasoning of the proposed ordinance amending the Land Management Code is contained in the attached memorandum dated October 29, 1996.

D. **Department Review:** This report and the draft ordinance have been reviewed by the Community Development staff, the Executive Department and the Legal Department.

ALTERNATIVES:

The Planning Commission should review the ordinance amending the Land Management Code and listen to public comments. At the close of the public hearing there are two alternatives:

1. Continue the consideration of the proposed ordinance to a future meeting with specific direction to the staff for any desired changes; or

2. Forward a positive recommendation on the proposed ordinance to the City Council.

SIGNIFICANT IMPACTS:

The proposed ordinance will increase the amount of parking required for some future new buildings and additions to buildings on Main Street. The amount of the increase will vary according to the proposed Floor Area Ratio of the new construction and whether the proposed use is residential or non-residential. (Parking for buildings less than 1.5 FAR will not change from pre-TZO levels).

The City Council needs to act on replacement legislation for the parking TZO prior to January 18 or the pre-TZO Code language will again be in force. Therefore Planning Commission action will be necessary by early December if not at the November 6 meeting.

RECOMMENDATION:

Hold a public hearing on the proposed ordinance amending the Land Management Code as replacement legislation for Ordinance 96-27, the parking temporary zoning ordinance, including amendments regarding off-street parking requirements to Chapter 7.2 (HCB zoning regulations) and Chapter 13 (off-street parking), and forward a positive recommendation to the City Council.

Ordinance No. 96-__________

AN ORDINANCE AMENDING THE PARK CITY LAND MANAGEMENT CODE AS REPLACEMENT LEGISLATION FOR ORDINANCE 96-27, THE PARKING TEMPORARY ZONING ORDINANCE, INCLUDING AMENDMENTS REGARDING OFF-STREET PARKING REQUIREMENTS TO CHAPTER 7.2 (HCB ZONING REGULATIONS) AND CHAPTER 13 (OFF-STREET PARKING)

WHEREAS the City is in the process of reviewing all aspects of parking and traffic in the Main Street area; and

WHEREAS the City intends to implement a paid-parking system in certain City-owned parking areas; and

WHEREAS the City intends to utilize attendant parking in certain City-owned parking areas; and

WHEREAS the City Council has expressed a desire to mitigate the parking issues created by the development of building in the Historic Commercial Business District; and

WHEREAS a public hearing concerning these proposed Amendments has been held before the Park City Planning Commission;

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

SECTION 1. FINDINGS: The Council finds that:

1. A mixed use business district is necessary for desirable commercial activity in the Historic Commercial Business District;

2. Large buildings or building additions create a need for vehicular parking for employees and customers;

3. Property owners have a right to the reasonable economic enjoyment of their property;

4. There is compelling public interest in protecting the HCB district from creation of excessive unmitigated parking demand.

SECTION 2. AMENDMENTS TO CHAPTER 7.2 OF THE LAND MANAGEMENT CODE. Chapter 7.2 of the Land Management Code is hereby amended as shown in the following complete copy of the referenced section:

7.2. HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT

7.2.1. PURPOSE. To allow the use of land for retail, service, commercial, recreational, and institutional purposes with customary accessory uses to enhance and foster the continuation of the visual character, scale, and vitality of the original Park City central business district, and to encourage the preservation of historic structures within the district.

7.2.2. PERMITTED USES. In the Historic Commercial Business District, no building or structure shall be erected which is arranged, intended, or designed to be used for other than one or more of the uses designated on the Use Table as a permitted use (shown by the letter "A" or a conditional use (shown by the letter "C").

7.2.3. PROHIBITED USES. Any use not designated on the Use Table as permitted or conditional is a prohibited use.

7.2.4. LOT SITE REGULATIONS. Subject to the Uniform Building Code and the following:

(a) Sidewalk Provision. Buildings shall be located so as to provide an unobstructed sidewalk at least 9 feet wide, such width being measured from the front face of curb to the front of the building. However, the alignment of new building fronts with adjacent historic fronts is encouraged and therefore where a narrower sidewalk may result from the alignment of building fronts, an exception to the minimum sidewalk width may be granted by the Planning Department. In no case may facade alignment or column placement be such as to create an unobstructed sidewalk of less than 7 feet in width.

(b) Canopies and Balconies. Canopies and balconies attached to a building may extend into public right-of-way over the sidewalks and pedestrian ways only. Supports for canopies may not exceed 18 inches square and are permitted only within 36 inches of the front face of the curb. Canopies are allowed only on the second floor level. Canopies and balconies shall provide clearance of not less than 10 feet from the sidewalk. A canopy or balcony may not be enclosed. With reasonable notice, the City may require that canopies be removed from City property without compensating the building owner. No canopy shall be erected, enlarged, or altered over the Main Street sidewalk without the advance approval by the City Council.

1. Insurance Required. No canopy or balcony projecting over City property shall be erected, re-erected, located or relocated, or enlarged or modified structurally or changed in ownership, without first receiving approval of the City Council, and submitting a certificate of insurance or a continuous bond protecting owner and City against all claims for personal injuries and/or property damage in the standard amount determined by City Council. Park City Municipal Corporation must be named in the Certificate of Insurance as an Additional Insured. A 30 day written notice to Park City Municipal Corporation of cancellation or expiration must be included in the Insurance Certificate. The name of the owner of the

canopy or balcony must be clearly identified on the application for a permit as an official corporation, partnership, or sole proprietorship with appropriate names of individuals involved.

7.2.5. GOODS AND USES TO BE WITHIN ENCLOSED BUILDING. Unless expressly allowed in this district as a permitted or conditional use, all display of goods, including food, beverage and cigarette vending machines, shall be within a completely enclosed building. This section does not preclude temporary sales in conjunction with a master festival, sidewalk sales, or seasonal plant sales as permitted under Title 4 of the Municipal Code.

Unless expressly allowed in this district as a permitted or conditional use, all uses shall be within a completely enclosed building. The following outdoor uses may be permitted by the Community Development Department upon the issuance of an administrative permit:

(a) Outdoor Dining: Outdoor Dining may be permitted in the Historic Commercial Business District subject to all requirements of this code, including:

1. The area of the proposed seating is located on private property and not on public rights-of-way, nor in areas of required parking.

2. The proposed seating area does not impede pedestrian circulation.

3. The proposed furniture is compatible with the streetscape.

4. No additional signage is installed.

5. No outdoor speakers are installed.

6. Outdoor dining areas shall not be used after 10:00 p.m.

7. Outdoor dining capacity shall not increase the total seating capacity of the restaurant without adequate mitigation of the increased parking demand.

8. Outdoor grills and/or beverage service stations may be permitted subject to the following criteria:

(1) The use is located on private property

(2) The use is for no service other than the sale of food or beverages in a form suited for immediate consumption.

(3) The use is compatible with the aesthetics, site design, and architectural character of the neighborhood.

(4) The use complies with all applicable Uniform Building Code and Health Code regulations.

(b) Outdoor Storage of Bicycles, Kayaks and Canoes: The outdoor storage of bicycles, kayaks and canoes may be permitted in the Historic Commercial Business District subject to all requirements of this code, including:

1. The area of the proposed bicycle storage is located on private property and not on public rights-of-way, areas of required parking or landscaped planting beds.

2. Bicycles may be hung on historic buildings if sufficient site area is not available, provided the such display does not destroy or alter the historic fabric of the structure.

3. No additional signage is installed.

4. No more than a total of 15 pieces of equipment may be displayed; no more than three of which may be kayaks or canoes.

7.2.6. FLOOR AREA RATIO. To encourage variety in building height, a floor area to ground area ratio shall be used to calculate maximum buildable area. The maximum floor area ratio (FAR) shall be 4.0 measured as: Floor area divided by total lot area equals 4.0. Note that this is the potential maximum, and is not to be considered the minimum buildable area. Buildings of lesser square footage are encouraged.

7.2.7. HEIGHT AND BULK PLANE. A maximum building envelope shall be defined by a plane that rises vertically at the front lot line to a height of 30 feet measured above the natural grade and then proceeds at a 45 degree angle toward the rear of the property until it intersects with a point 45 feet above the natural grade. No part of a building shall be erected to a height greater than 45 feet, measured from natural grade at the building site. Similarly, the rear portion of the bulk plane shall be defined by a plane that rises vertically at the rear lot line to a height of 30 feet measured above the average natural grade and then proceeds at a 45 degree angle toward the front of the property until it intersects with a point 45 feet above the natural grade of the building site. This provision shall not be construed to encourage solid roofing to follow the 45 degree set back plane.

7.2.8. LOADING AREAS. Each new structure shall include an off-street loading and trash storage area, with the exception of structures on the west side of Main Street.

~~7.2.9. MAIN STREET ACCESS. Vehicular access across Main Street sidewalks is prohibited in this zone.~~

~~7.2.10. OFF-STREET PARKING. Each new structure shall provide off-street parking spaces, as provided in Chapter 13, with these exceptions:~~

~~(a) Structures designated as historic buildings by the Historic District Commission and~~

~~renovations of those structures are exempt from off-street parking requirements.~~

~~(b) In new construction, not including remodels to existing historic buildings, no off-street parking is required for two floor levels. Any additional floor area shall provide off street parking as provided in Chapter 13 according to the intended uses of the space. The space will be presumed to be commercial, unless from the building plans and specifications it is clear that residential or transient lodging purposes are intended. Parking is only required for that space in excess of two levels and not for the entire structure. Parking may be provided on site, provided however, that entrances and exits for vehicles shall not cross the Main Street sidewalks (except at existing public streets). Parking may be provided off site by paying a sum equal to the estimated construction cost of parking spaces in a public parking facility to the City. This fee shall be established by the Developer Fee Schedule Ordinance, and adjusted annually to reflect the approximate actual construction costs of the structure.~~

~~This exception from the regular Land Management Code required off-street parking requirement only applies to those structures or properties which paid the assessment to the Main Street Parking Special Improvement District in full prior to January 1, 1984. All other properties must provide parking in full compliance with Chapter 13. It is the obligation of the property owner to establish that payment was made. All other property within the HCB zone must provide parking for all space in compliance with the provisions of Chapter 13 of this Code.~~

7.2.9 OFF-STREET PARKING. Structures or properties which paid in full their assessment to the Main Street Parking Special Improvement District prior to January 1, 1984, are granted by this zone an exemption from parking requirements for a floor area ratio (FAR) of 1.500. Buildings which exist at a size larger than an FAR of 1.500 are to be regarded by Park City as non-conforming buildings and treated as such in conformance with this Code. Additions to buildings and construction of new buildings which result in a total FAR greater than 1.500 shall provide parking as necessary to meet the excess requirement. The parking shall be provided on-site in accordance with this Code or provided off-site by paying a sum (the "in-lieu fee") equal to the estimated construction cost of parking spaces in a public parking facility to the City, or as a combination of these two methods of providing parking. The in-lieu fee shall be established by a fee schedule adopted or amended from time to time by the City Council by resolution. The calculation of parking spaces shall be determined within the HCB district according to whether the use is residential or non-residential, in the following manner:

(a) Residential uses. Residential uses shall have their parking calculated based on the rates shown in Chapter 13 of this Code.

(b) Non-residential uses. Non-residential uses shall provide parking at the rate of six (6) spaces per 1,000 square feet of building area, not including true mechanical and storage spaces. Mechanical and storage spaces must be compartmentalized in accordance with UBC requirements in order to be subtracted from the building area; it is the intent of this Code that closets, shelves in occupied spaces, and other incidental storage spaces be included in the measured area for the parking requirement.

It is the obligation of the property owner to establish that payment was made to the Main Street Parking Special Improvement District in full prior to January 1, 1984, in order to claim the parking exemption for the 1.500 FAR building area. Otherwise parking shall be provided for all construction and additions. Nothing in this Code shall require a parking calculation higher than the minimum calculated amount for any space, but the exempt area shall be agglomerated rather than unreasonably scattered throughout a building or addition.

Property owners who elect to provide parking on-site in accordance with this Code shall avoid installing a driveway across the Main Street sidewalk unless there is no reasonable option, and only after approval of the Historic District Commission for the design of the building and the site. The HDC may attach reasonable conditions to its approval requiring reconstruction of adjacent portions of the Main Street sidewalk in an effort to render the driveway crossing as convenient to pedestrians and wheelchairs as possible. The reconstruction shall include lighting and landscaping.

Appeals from the City staff's measurements of square footage and parking demand shall be made to the Board of Adjustment in accordance with Chapter 5 of this Code after the applicant has exhausted his administrative appeals.

~~(c)~~

The Community Development Department may recommend to the Board of Adjustment that new additions to historic structures be exempt from a portion of all parking requirements where the preservation of the historic structure has been guaranteed through covenant or easement donation to a responsible public or private non-profit agency engaged in promoting historic preservation.

~~(d)~~

Fully enclosed parking spaces and associated maneuvering space required to satisfy ordinance requirements for the structure in which the spaces are located shall not count as floor area in this zone.

7.2.1~~10~~. <u>MECHANICAL SERVICE</u>. All mechanical equipment to be installed on the roofs or walls of buildings must be shown on the plans prepared for architectural review by the Historic District Commission, and the HDC must approve the location, screening or painting of such equipment as part of the architectural review process. Screening and mechanical equipment shall not exceed the maximum height limitation for the zone, except as allowed by this Code for architectural details such as chimneys, steeples and cornices. All structures in the HCB zone must provide a means of storing refuse generated by the structure's occupants and such refuse service area shall be on the site and accessible from Main Street for structures on the west side of Main Street, or from either Main Street or Swede Alley for structures on the east side of Main Street. Other areas of the HCB zone shall provide service access from the rear of the structure where alleys and service yards exist. Refuse service areas shall be fully enclosed and properly ventilated so that the enclosed trash does not become a nuisance due to odor or unsanitary conditions.

7.2.121. ARCHITECTURAL REVIEW. Prior to the issuance of building permits for any conditional or permitted use within this zone, the Community Development Department shall review the proposed plans for compliance with the architectural design guidelines prepared by the Historic District Commission and adopted by resolution of the Council as a supplement to this Ordinance. Appeals of departmental actions on architectural compliance are heard by the Historic District Commission, and then may be appealed to the Council as set forth in Chapter 1 of this Code. Property within this zone may be subject to subdivision regulations and covenants that regulate design, materials, yard and height more strictly than this Code. This Code does not supersede more restrictive provisions in private covenants. In addition, no structure within the zone may be painted or repainted without review and approval of the exterior color scheme by the Community Development Department.

SECTION 3. AMENDMENT TO CHAPTER 13 OF THE LAND MANAGEMENT CODE. Chapter 13 of the Land Management Code is hereby amended as shown in the following complete copy of the referenced section:

13. OFF STREET PARKING

13.1. REQUIREMENT. Except as may be provided elsewhere in this Code, there shall be provided at the time of erection of any building or at the time any main building is enlarged or increased in capacity, minimum off-street parking space with adequate provisions for independent ingress and egress by standard size automobiles. If any land, structure, or use is changed from one use to another which requires more off-street parking spaces, there shall be provided such additional off-street parking for the new use as is required by this chapter. Required parking must be provided on the same lot as the main building.

13.2. PARKING LOT CHARACTERISTICS. Each parcel of land developed for off-street parking in response to the requirements of this section shall provide the following characteristics:

(a) Surfacing. Each lot shall be hard surfaced and be maintained in good condition and kept clear and in an unobstructed and usable condition at all times. Responsibility for maintenance of the lot shall rest with the property owner. The lot shall provide adequate access to a street or alley.

(b) Grading. Parking lots shall be graded for proper drainage with surface water diverted in such a way as to keep the parking area free of accumulated water or ice. Adequate control curbs shall be installed to control drainage and direct vehicle movement. Parking lot drainage shall be controlled on site and channeled to storm drain or gutter as approved by the City.

Maximum driveway access grades shall not exceed 10% in slope, and if serving more than a single family residence, and shall provide a minimum 20 foot staging or transition area at no greater than 2% slope beginning at the back of the curb where existing, or as otherwise approved by the City Engineer in anticipation of future street improvements.

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

(d) Size of Spaces. Structured parking: Parking within a fully enclosed parking structure where the weather does not affect the availability of spaces~~;~~, shall require the following:

(1) 9 feet x 18 feet minimum parking space dimensions;

(2) 24 foot minimum aisle width (for 90° layout);

(3) any reduction proposed in stall length (no width reductions allowed) ~~require~~ requires conditional use approval; and

(4) in addition to the specification of minimum stall dimensions, all parking structures shall be reviewed for provision of adequate circulation and to ensure that each required space is readily accessible as well as usable. Column and wall locations shall be specifically addressed in terms of maneuvering and where automobile doors will swing open.

Outside Parking: Each parking space not within a fully enclosed parking structure shall measure at least nine feet wide by eighteen feet long.

Outside Parking Lots: Where parking availability will be affected by weather conditions and snow removal is of concern, the above design criteria shall apply in addition to the following:

(1) adequate, non-hard surfaced and landscaped snow storage areas shall be provided adjacent to each surface lot in a usable, readily accessible location.

(2) said snow storage areas shall be on-site and the equivalent of 15% of the total hard surfaced area; including, parking spaces, aisles, driveways, curbing, gutters, and sidewalks. Reductions below the 15% requirement outlined shall be treated as conditional uses and reviewed on a case-by-case basis.

(3) required landscaping shall be designed so as to accommodate snow removal and storage on-site.

Single Garages: In single family homes, single car garages shall have a minimum interior dimension of 11 feet x 20 feet to ensure their usability. Double car garages shall be at least 20 feet wide by 20 feet deep. Garage doors may be of reduced widths as approved by the Community Development Department.

(e) Design of Parking Areas for Use by More than Four Automobiles. The design of parking areas for use by five or more standard sized automobiles shall provide adequate ingress and egress. The design of parking facilities shall not necessitate backing cars onto adjoining public sidewalks, parking strips, or roadways in conducting parking and unparking operations. The spaces shall be independently accessible so that the access of any required space may not be obstructed by any other required space. All parking lots shall maintain the required front yard and side yard setback as would be required for a structure on the property. Wherever a parking lot or driveway to a parking lot abuts a residential use, a substantial light-tight fence constructed of natural materials not less than four or more than six feet high shall be constructed and maintained along the property line up to the building setback line. An earth berm may be substituted for the fence where adequate area exists. Driveways must not exceed 30 feet in width ~~were~~ where they cross a sidewalk, adjacent driveways must be separated by an island of the following widths: single-family residential- minimum width 10 feet, residential, multi-family - minimum width 18 feet, commercial - minimum width 24 feet; and driveways must be at least ten feet from the property line of any intersecting street.

(f) Street Access. Off-street parking areas shall have unobstructed access to a street or alley.

(1) Driveways: The following width dimensions are required. Please also note additional driveway standards for the Historic District as outlined in the Land Management Code Section 7.1.4~~(d)~~.

Use	Width/Feet Minimum	Recommended	Maximum
Single Family, Residential	10	15	27
Residential, Multi Family	18	25	30
Commercial	24	~~30~~27	30

Spacing is defined as the distance between the closer edges of adjoining driveways or driveways and right-of-way lines of intersecting streets. Access drives shall be spaced according to the following:

Street Type	Minimum Spacing	Minimum Distance From Intersection
Local	15 feet	25 feet
Collector	50 feet	75 feet
Arterial	75 feet	150 feet

A minimum of 75 feet spacing between major commercial driveways is recommended. Joint use of commercial drives is strongly recommended. The center line of intersections of the driveways of major traffic generators entering from opposite sides of roadway shall be either perfectly aligned or offset by a minimum of 150 feet.

(g) Tandem Spaces. Parking designs which necessitate parking one vehicle behind another are only permitted for single family and duplex dwellings within the Historic District.

(h) Clear View of Intersecting Streets. In all zones, no obstruction will be permitted to the view of drivers and pedestrians ingressing and egressing in excess of two feet in height above road grade on any corner lot within ~~a~~ the largest triangular area formed by the ~~streets at~~ property lines and a line connecting them at points twenty-five feet from the intersection of the property lines ~~street right-of-way lines~~ , except a reasonable number of trees pruned high enough to permit automobile drivers and pedestrians an unobstructed view.

13.3. SPECIFIC REQUIREMENT FOR EACH LAND USE.

(a) Except as may be provided elsewhere in this Code, ~~O~~off-street parking shall be provided for each land use as listed in this section. Multi-family structure uses are shown on the Multi-Family Parking Requirement Table. When applying the table, the parking requirements stated for each use, or combination of uses applies to each dwelling unit within the structure within the zone as shown. In some zones, the parking requirement may vary depending on the size of the project and its proximity to major destinations within the City, where experience has shown a greater or lesser demand for parking. Other specific uses, and the parking requirement that applies are shown below:

Accessory apartments	One space per bedroom (see Chapter 8.19)
Lock-out unit (HR-1 and HRL Zones)	One space per bedroom
Single family dwelling:	Two spaces
Duplex:	Two spaces per unit (4)
Triplex:	Two spaces per unit (6)
Multi-Family structures larger than triplex structures	See table
Dormitory:	One space per 200 square feet of area devoted to accommodations

(b) Any time the required parking for a residential use is greater than six parking spaces, the parking must be provided in an enclosed structure with internal vehicle circulation. Special requirements for parking structures in the HR-l and HTO Zones are described in Chapter 7.

(c) Non-Residential Requirements. In projects which are non-residential in nature, or for non-residential space associated with primarily residential structures, the following parking requirements shall apply to the non-residential space:

Golf course, tennis court and similar recreation	Determined by specific review by Community Development

areas:	Department based on hourly capacity and the location of the facility with respect to the anticipated users' living accommodations.
Hotel, motel, lodge, boarding house and similar uses:	In addition to the parking required under the Multi-Family Parking Requirement Table, one space per 200 square feet of restaurant, banquet, assembly, meeting or similar space, subject to specific review by the Community Development Department for reduction based on site specific mitigating factors.
Intensive retail, commercial shops selling directly to public:	Three spaces for each 1,000 square feet of shop space.
Less intensive retail or commercial such as furniture, appliance, lumber and hardware stores:	One space for each 1,000 square feet of commercial space
Offices, personal services, medical and dental clinics:	One space for each 500 square feet of space plus one space per employee per shift, or one space per 200 feet of net usable office space, whichever is greater.
Restaurants, bars, dining rooms:	One space for every 100 square feet, including kitchen areas.
Churches, auditoriums, assembly halls:	One space for every five seats.
Industrial and wholesale establishments:	One space for every two employees in the largest shift plus one space for each vehicle used in conducting the

	business
Hospitals, schools, civic buildings:	Determined by the Community Development Department on a site specific review, based on numbers of employees, numbers of patrons, and or visitors that can be reasonably anticipated.
Shopping centers or complexes of multi-tenant retail spaces:	At least 3.5 parking spaces per 1,000 square feet of rentable floor area, excluding corridors.
Child day care:	Specific parking requirements for various types of child day care are specified in Chapter 14 - Child Care Regulations

(d) Parking in Master Planned Developments. In Master Planned Developments, the initial parking requirement is determined by referring to the requirements for the use and the underlying zone as stated in this section. This initial parking requirement may be adjusted or reduced within the project based upon a demonstration that parking uses may overlap, commercial spaces within the project will serve those residing within the project rather than the general public, or other factors that support the conclusion that the occupants of the project are likely to require and have fewer cars within the project than would normally be the case. **Developments requiring eight or fewer parking spaces shall not be granted any reduction in parking required.**

(e) Bicycles. Additions to existing, and construction of new commercial, multi-family and industrial developments may be required to provide bicycle racks or bicycle parking facilities for the temporary storage of bicycles. Exemption: These standards shall not apply to existing structures that have been built with zero setbacks or when such facilities would negatively impact access, circulation, or snow removal efforts.

MULTI-FAMILY PARKING REQUIREMENT TABLE

Square Feet	Hotel Room/SuiteApt. 650	Studio Apt. 1,000	One Bedroom 1,000	Two Bedroom Apt. Or Other Not To Exceed 1,500	Apt. 2,000	Apt. 2,500	Apt. in Excess of 2,500
HR-1	1	1	2	2	2	3	3
HRL	1	1	2	2	2	3	3
R-1	1	1	2	2	2	3	3
Estate	1	1	2	2	2	3	3
RD	1	1	2	2	2	3	3
RDM	1	1	2	2	2	3	3
GC	1	1	2	2	2	3	3
HCB	.66	1	2	2	2	3	3
RC[1]	1	1	2	2	2	3	3
RC[2]	1	1	1	1.5	2	2	2
RC[3]	.66	.66	.66	1	1.5	2	2
RM[4]	1	1	2	2	2	3	3
RM[5]	1	1	1	1.5	1.5	2	2
RM[6]	.66	.66	.66	1	1	2	2
LI	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ROS	N/A	N/A	N/A	N/A	N/A	N/A	N/A

[1]Projects having 1 through 17 development credits.
[2]Projects having more than 17 development credits and less than 24.
[3]Projects having 24 or more development credits.
[4]Projects located south of 12th Street, or those projects north of 12th Street having fewer than 5 units.
[5]Projects north of 12th Street having more than 4 but fewer than 16 units.
[6]Projects north of 12th Street having ~~more than~~ 16 or more units.

13.4. CALCULATION OF SPACES. When calculating the number of parking spaces required for a given project, and a dwelling unit or commercial space could be classified as more than one kind of use, the classification resulting in the higher number of parking spaces shall be applied, so that, for example, a two bedroom apartment of 800 square feet would be required to provide two parking spaces, while a studio apartment of the same size would be required to provide only one parking space in most zones. A two dwelling unit structure consisting of a large unit of 2,000 square feet, and a small studio unit of 800 square feet is treated as a duplex, and must provide four parking spaces, rather than as independent apartments which would provide two and one space respectively. Whenever the calculation results in a fractional number, the number of spaces required shall be rounded up to the next whole number.

~~13.5. PARKING IN MASTER PLANNED DEVELOPMENTS. Parking in Master Planned Developments shall be provided according to the table and formulas provided above. Commercial spaces within the Master Planned Development shall provide parking as required by this chapter. The Planning Commission may, in the approval of the Master Plan, upon good showing that these formulas result in a surplus of parking, reduce the overall parking requirement. Evidence that the parking demand from various uses within the development can be satisfied by overlapping use shall be required. Developments requiring eight or fewer parking spaces shall not be granted any reduction in parking required.~~

13.~~6.~~5. PARKING REQUIREMENT VARIANCE. If the developer believes the requirements listed above to be unreasonable, he may seek a variance by ~~meeting with~~ **applying to** the Board of Adjustment. The Board will consider the request and all of its ramifications granting a variance only if they have determined that by doing so the public will be protected and better served **and that a hardship exists**.

13.~~7~~6. OFF-STREET LOADING SPACE. On the same premises with every building or structure which is erected or increased in capacity which is to be used for any purpose which involves the receipt or distribution of materials or merchandise by vehicle, there shall be provided and maintained adequate space for standing, loading, or unloading services off the street. All such loading areas or berths shall be so located that no vehicle loading or unloading merchandise or other material shall be parked in any required front yard or in any street or alley or other public way. When any required or permitted loading dock or area is constructed adjoining a residentially zoned district, said loading dock or area shall be screened from the adjoining property by completely landscaping the required side yard area and the construction of a substantial light-tight fence or wall constructed of natural materials not over six feet or under four feet in height on the common boundary line. This regulation shall not apply to structures within the Historic Commercial Business (HCB) District located to the south of Heber Avenue.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon adoption.

PASSED AND ADOPTED THIS _______ DAY OF ____________, 1996.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, Mayor

ATTEST:

Janet M. Scott, Deputy City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

MEMORANDUM

To: Those interested in the Land Management Code provisions affecting parking in the HCB zone

From: Eric W. DeHaan, P.E., City Engineer

Date: October 29, 1996

Subject: LMC amendments as replacement legislation for Ordinance 96-27, the parking temporary zoning ordinance, including amendments regarding off-street parking requirements to Chapter 7.2 (HCB zoning regulations) and Chapter 13 (off-street parking)

This memorandum will summarize the intent of proposed Land Management Code (LMC) amendments affecting parking in the HCB zone. The intent of the amendments has emerged as a consensus developed through meetings with many of the stakeholders in HCB properties as well as elected and appointed Park City officials and private-sector designers and planners.

Many HCB property owners wanted to convey a strong message that the construction of a major parking structure is inevitable and should be accelerated, rather than waiting for paid parking, attendant parking, and enhanced transit to be implemented and evaluated. Many property owners and businesspeople feel that mere LMC changes should not be regarded as solving the problem. Construction of a parking structure may be financed through a combination of parking revenues, general fund transfers, in-lieu payments, RDA funds, and restaurant tax revenues. Although discouraged by Staff because of its time-consuming procedures, a parking Special Improvement District might also be utilized by the City Council to finance the parking structure. Those financing decisions must be a separate discussion from the LMC amendments, both because of the time constraints on the TZO and because the in-lieu payments will at best make up only a fraction of the funding for a major structure.

Many stakeholders also requested that the parking regulations remain as pure in purpose as possible. Specifically, parking should not be used as a club to require historic preservation, smaller buildings, or non-restaurant uses. Those goals, if the City desires to pursue them, should be brought about through grants, zoning, or other techniques, and not as a byproduct, intentionally or not, of the parking regulations.

There was general agreement that the in-lieu parking fee should be raised immediately from $10,000 up to $14,000.00. When better cost information on a new structure is available, the figure could again be adjusted.

Although there is some sentiment that development within the HRC zone should also be able to pay an in-lieu fee instead of providing parking on site, the consensus as I heard it was to limit both parking exemptions and the ability to pay in-lieu fees for construction in excess of the exempt space to those properties within the HCB zone which paid into the old Special Improvement District. This policy would also mean that the "islands" of HCB on Park Avenue would need to provide parking (or pay the in-lieu fee) for all development; none of these parcels paid into the old SID.

The major amendment to the HCB zone therefore would replace the two-level exemption for properties which had paid their old SID assessment with an exemption for a Floor Area Ratio of 1.500. In addition to the FAR 1.500 exemption, all true mechanical and storage spaces would be exempt, including elevators, mechanical rooms, mechanical chases, and storage spaces which have no potential use separate from the main use of the building. Existing buildings with a FAR greater than 1.500 would become non-conforming uses under the LMC, and additions to existing buildings smaller than FAR 1.500 would be exempt from parking up to the FAR 1.500 level, at which point a parking exaction would be triggered.

The appeal process for FAR determinations and mechanical/storage calculations would be first to the Community Development Director and then to the Board of Adjustment. Square footage would be measured using UBC methods, or interior area measurement rather than exterior wall measurement. The plat amendment process, which will be necessary on most of the few remaining vacant lots on Main Street, will give Park City an opportunity to have discussions with property owners to determine the FAR and building areas early in the building process.

The second important amendment to the LMC would "blend" the parking calculation for commercial non-exempt areas. The blended rate would be 6 spaces per 1,000 net square feet for all non-residential uses. Square footages for non-residential uses would be measured on the net basis described above. This is a change to the parking calculations from LMC Chapter 13 which would otherwise apply and reflects the frustrations of property owners and leasing agents who have a hard time determining how Park City will interpret their individual cases. Because history reveals that relatively few buildings with a FAR greater than 1.500 will be built, in part because of the low marginal return on third and fourth-floor spaces, the impact on our overall in-lieu fee revenues from blending the parking demand will be minor. Further, anyone proposing a high-parking-demand use such as a restaurant is already on notice of the relative scarcity of parking.

Last, the Planning Commission felt quite strongly that we should continue to prohibit the construction of driveways in the HCB zone that cross the Main Street sidewalk. There could again be an appeal process to the CDD Director and then the Board of Adjustment for a property owner who felt that her benefit from an in-lieu fee was inadequate and the owner therefore demands the right to construct on-site parking accessed from Main Street. The plat amendment process again will be helpful; no Code parking spaces will presumably ever be proposed or built on a single 25-foot-wide lot.

The attached draft ordinance attempts to follow faithfully the intent of the amendments to the LMC as described above. Some minor "housekeeping" amendments are also included. These amendments are not regarded as a policy change and are typically corrections of typographical errors or internal procedural matters.

DATE:	November 7, 1996
DEPARTMENT:	Public Works
AUTHOR:	Hope E. Bleecker, Transportation Director
TITLE:	Parking Improvements to the Main Street Core
TYPE OF ITEM:	Public Hearing

SUMMARY RECOMMENDATIONS: Conduct a public hearing on proposed staff recommendations presented in this memorandum as a follow-up to the Wilbur Smith Associates recommendations described in The Park City Historic Main Street Core Transportation and Parking Analysis.

DESCRIPTION:

A. Topic. Main Street Parking Plan Recommendations

B. Background. Staff presented the Wilbur Smith Associates parking improvement recommendations in a Council work session on September 19. Council accepted the plan in general form with the following comments.

- Revise Project Time Line - The 10-year time line proposed by Wilbur Smith exceeds the time available to complete projects in time for the 2002 Olympics. The phasing has been shortened to 6 years.

- Develop Transit Program - Transit options which satisfy specific trip demands cited in the parking study should be developed. It is appropriate to develop a 20-year transportation development plan focusing on regional commuter needs and local service options which can augment various trip demands and address employee transportation issues. Adoption of a 20-year regional transit development plan has been added to the Phase I project list.

- Garage site north of City Hall - The site north of City Hall was not recommended by the consultant as feasible for construction. Pursuant to Council and public comment, it has been added to the list for further development and will be further evaluated on an individual project basis.

Other comments relative to development and operational issues were rendered, all of which are being addressed on an individual project level.

Wilbur Smith Parking Study Objectives:
Three main objectives of the Wilbur Smith Parking Study were established by staff before the project began.

- To identify parking and circulation improvements or related alternative concepts for early implementation during the 95/96 ski season;
- To provide general recommendations for improvement of parking and circulation conditions in the study area;
- To provide a framework for development of a long-term transportation plan focusing on automobile management in the study area.

Data Collection:
Data collected included an inventory of public and private parking spaces, land use (including developments under construction), city zoning code and policies, traffic volumes (including turning movement counts at selected intersections), accident data for the prior three years, flood plain data, and deliveries to businesses. Transit service to and from the downtown core was also investigated. Intersection analyses occurred at significant locations which helped to determine Main Street's seasonal parking shortages and to further define the recommendations for additional construction and phasing.

The consultant focused on traffic data, general field observations at peak and off-peak hours, and many discussions with the public before developing the program. Council and the public are encouraged to consult the final report on file at the Council work desk for specific details of Wilbur Smith's methodology in determining parking needs. In summary, a parking deficit was contrasted to the ability of the street network to accommodate additional traffic and as well as the limited amount of available space within the downtown core. The final recommendations focused on a comprehensive parking management program which included phased construction over a 10-year period.

C. Analysis.

Present Conditions: The highlights of the Wilbur Smith findings are summarized as follows:

- ***Parking Deficit-*** The report describes summer conditions as "in balance with a slight off-peak surplus". Winter conditions have a peak-period deficit of 300 spaces for average daytime use and as much as a 900-space deficit during peak-season evening hours. The numbers are based on observation of seasonal traffic and parking conditions. The data collected was fitted to The Urban Land Use Institute's model for shared parking conditions similar to those found throughout the study area. The peak period 900-space parking deficit was defined as "latent demand" for travel to Main Street; i.e. the number of auto users who would find it more convenient to drive to Main Street and have either used other travel modes to get into the Historic District or have foregone the trip entirely.

- ***Significant Generators-*** The most significant generators of parking are restaurants. This is particularly true during weekday and weekend evenings during the peak season, the periods during which the shortages are experienced.

- ***Too Many Long-Term Spaces-*** Over one-half of all parking spaces allow parking for four hours or more. The need for long-term parking is only one-half of the current supply.

- ***Patrons Prefer to Drive and Park Near their Destinations-*** Parking spots with high proximity are extremely well-utilized. (The fourth level of China Bridge and the upper lots adjacent to City Hall are not well-utilized.) Many patrons park in illegal locations close to their destinations instead of parking in legal spots in remote locations which evidences the need for a parking management program.

- ***Time Limit Abuse-*** Abuse of parking time limits is not significant, but does occur in some of the more convenient locations. One third of all violations observed were committed by those who chose to park for an entire day on Main Street even though parking is limited to two hours. Enforcement efforts are currently limited and need to be increased.

Options and Alternatives:
Wilbur Smith proposed a comprehensive plan for mitigating circulation and parking issues which has been formatted by staff into a 6-year time schedule. The plan includes paid parking, increased transit, identification or construction of remote parking lots, and construction of additional parking supplies within the core area.

The two most significant reasons to build additional parking include: 1) Present demand significantly exceeds supply; and 2) land use trends on Main Street warrant construction of more parking.

Wilbur Smith recommends two less costly options in Phase II to target employee needs: 1) Construct an additional level on the China Bridge garage and 2) Construct the Sandridge lot. Also recommended for Phase II are options for new garage construction of at least 300 spaces. The most cost effective option is an extension of the China Bridge garage which could exceed a net gain of 490 spaces over the next six years. The other option would result in fewer spaces at a higher cost and could displace part of the hill on the north side of City Hall. It requires additional development before it can be recommended as an acceptable alternative.

Phase I recommendations encompass a less than 2-year period and include increased evening transit, continuation of attended parking, paid parking, and increased enforcement activity on a city-wide basis. Staff proposes two additional overlapping phases, Phase II (5-year), and Phase III (2-year) strategies. The latter phases include the identification evaluation, and construction of additional parking supplies (with associated intersection and roadway improvements) within and outside of the Main Street core.

Construction within the Main Street core:
Construction within the Main Street core is recommended because of the necessity for additional auto access to the core based on land use and demand.

- ***Adding a Fifth Level to the China Bridge Garage***
  (Net gain of 77 spaces; net cost of $847,000)
  Given the relatively low cost of construction, the addition of a fifth level is an option that warrants consideration by Park City as part of the overall solution in the Historic District. It would function well if accompanied by paid parking throughout Main Street. The estimated cost to add the level, including design work, is $11,000 per space, or $847,000 total. The design process would include an evaluation of connecting the fourth and fifth levels to Swede Alley in order to avoid excess traffic generation at State Route 224 and Deer Valley Drive. The disadvantage is that additional construction presents a potential visual impediment to residents on Marsac Avenue near the parking garage and City Hall. Thus, there is the possibility of neighborhood opposition.

- ***Structure on Swede Alley North of China Bridge Garage***
  (Total net gain of 494 spaces; total net cost of $9,671,000)
  This option was developed by the consultant because of the potential to develop the maximum amount of available parking. The most positive aspect of this site is its proximity to high demand areas. Variations of the design could serve to connect all levels of the China Bridge garage. Given its excellent attributes, a couple of functional layouts could be developed and phased according to demand and available funding. It is anticipated that there will be recommendations from the Historic District Commission for significantly less mass and reduced scale, the result of which will be fewer spaces. Wilbur Smith's recommendation includes a net gain of 330 spaces in the initial phase at a cost of $5.9M. If more parking is needed, a 164 additional spaces could be built at a later date.

- ***Paving the Sandridge Lot***
  (Net gain of 50 spaces; net cost of $300,000)
  This site has great potential as an overflow and employee lot. Several design elements should be considered, including a light-tight fence or special berming to satisfy code requirements. Attention should be given to overall landscaping so

that the structure blends in well with future residential development along Marsac Avenue. The neighborhood has expressed an interest in developing a small park adjacent to the site. It is expected that residents will follow the proposal closely.

- ***Structure North of City Hall***
  (Net gain of 300 spaces; net cost $9,000,000)
  This site poses the potential for many effective options, and as a result it is recommended by staff for further evaluation. The site is better known as the large hill north of City Hall, and could be developed as a combination of surface lots and an underground structure. It may be desirable for development as a joint commercial/parking facility to augment the cost of construction. One advantage of the site is that it poses the potential for less displacement of existing parking and disruption during construction as compared to the Swede Alley proposal. Its distance from Main Street is less desirable than the China Bridge expansion proposal. From a practical perspective, the net increase in parking supply compared to the cost to build it is assumed to be quite negligible.

Construction and Targeting of Remote Parking & Transit Use
A potential remedy for solving parking shortages in the Main Street core is to provide remote park-and-ride facilities with transit service to Main Street. Successful implementation of remote lot programs must be carefully orchestrated with other measures. In general, the following elements must be present:

1) Parking in the Historic District must remain in constant short supply.
2) Expensive parking charges must be in place in the Historic District in order to detour patrons to remote facilities.
3) Transit head-ways must be short, and service should be express.
4) The remote lot should be adjacent to a major corridor and well-advertised.

Several potential sites were investigated. The recommended alternatives are listed below.

- ***Park City Ski Area Parking Facilities***
  The planned expansion of the Park City Ski Area will add a significant increase in parking which makes this area a prime candidate for a park-and-ride location. Although the site will have limited daytime availability during the winter ski season, it has excellent potential for use during evening and summer hours. Shared parking arrangements will have to be made with the Park City Ski Area. In addition, frequent transit service to this location, coupled with electronic signage, could entice many visitors into not venturing downtown with their cars, so that they develop habits to rely jointly on transit in addition to their automobiles. This option will be pursued for implementation immediately.

- ***Sewer Plant Site next to the Radisson Hotel (60-80 spaces)***

The lot east of the Radisson Hotel has potential for multiple uses. It is on the transit route and is owned by the City. It has fair potential for parking and could be a popular choice among motorists if it does not become the skating park area.

- ***The Park City High School Parking Lot***
  The high school parking lot poses good potential for satellite parking and is currently being explored.

Outline of Staff Recommendations:
Program recommendations are specified in the following order for implementation over a 6-year period:

Phase I **Short-Term Recommendations (1996-1997)**

- Implement year round 12-month enforcement.
- Continue valet parking during winter seasons.
- Adopt a 20-year transit development plan which addresses local and visitor travel needs and regional commuter needs of the region including Kamas, Heber City, Midway, and the Snyderville Basin.
- Implement paid parking; develop a permit /meter system for local users, purchase pay and display meters for Main Street and honor boxes for China Bridge garage and Swede Alley.
- Prepare designs for Sandridge and China Bridge.
- Develop two designs and recommend concept for new garage in the Historic District.

Phase II **Near-Term Recommendations (1997-2001)**

- Construct Sandridge lot.
- Construct fifth level of China Bridge.
- Construct new parking structure in one of two potential sites.
- Begin remote lot use at various sites, where feasible.
- Implement transit expansions, where feasible.

Phase III **Long-Term Recommendations (2001-2002)**

- Develop and implement additional remote lot and transit service as necessary.

Financing Strategy:
Cost estimates for capital program elements were presented to the City Finance Department in August by Wilbur Smith Associates. Short-term operating improvements (additional enforcement, valet parking, and additional evening transit) were included in the transportation fund budget by the City Council as part of the FY 96 budget. These operating costs will be funded on a continuous basis by the transportation fund. A pro-forma for the overall program is now being compiled and will be presented when the major capital elements of the program have

been developed. Information regarding specific cost elements of the plan and recommended sources will become available as the potential for lease revenue, operating costs, and private investment options are defined in conjunction with specific design plans.

- *Cash on Hand*
  There is currently $744,221 in the CIP that will be used for paid parking equipment, design and construction of the Sandridge lot, and enforcement and valet parking operations for the winter.

- *Estimated Revenues and Expenditures*
  Staff anticipates the use of a variety possible revenue sources, including the transportation fund, paid parking revenues, enforcement revenue, RDA contributions, a special improvement district fund, and the existing county restaurant tax. The most recent cost forecast prepared by staff identifies all capital and operating costs of the 6-year program <u>with the exception of operating and capital costs of significant transit expansions.</u> Currently the forecasted annual total project debt service averages $1.2M annually for 20 years. Private funding options which could significantly augment the identified funding sources are now being examined.

Summary of Public Review:
Two advertised meetings were held and public comment was received in October 1995 during the beginning stages of development. When the consultant's recommendations were received in May 1996, community organizations were informed of the plan through a series of stakeholder meetings.

- ***The Main Street Merchants Association***: (8:00 a.m., July 9 & August 13, Kimball Art Center)
  No formal written position has been rendered by this association with respect to the general concept. However, the merchants verbally support paid parking, valet service, increased transit, and believe garage construction should occur immediately. They have actively followed the progress of the parking plan and have suggested several operational ideas that we intend to implement throughout the course of Phase I.

- ***The Lodging Association Board*** (3:00 p.m., July 17, Radisson Hotel)
  The board members specified that increased transit should be a key focus in accordance with paid parking and made several helpful suggestions concerning signage and user-friendliness of the transit system. They wish to be active in the overall marketing of the program. They are interested in the Council decision and are expected to remain involved in the process.

- ***The Lodging Association*** (12:00 p.m., September 4, The Homestead in Midway)
  The Lodging Association supports additional transit service and all enhancements to the bus system. They are interested in remaining informed on capital and

operating aspects of the program. They have neither endorsed nor raised objection to the program.

- ***The Chamber Board*** (4:00 p.m., July 16, at the Utah Winter Sports Park)
  The Chamber Board was generally pleased to be informed on the process. No official position was rendered with respect to support of, or opposition to the program.

- ***The Main Street Restaurants*** (11:00 a.m., July 15, Kimball Art Center)
  <u>All</u> Main Street restaurants were notified of a meeting two weeks in advance. Only five restaurants were represented. The issue of development on lower Main Street affecting parking demand was discussed. Representatives were concerned that availability of additional shopping and dining on lower Main Street is affecting the parking demand. They support immediate construction to remedy the parking deficit. The results of last year's valet program were provided, and representatives were promised they would be kept up to speed on happenings for this year. They were also asked to participate in the design of the valet service for this December.
- ***Advertised Public Meeting*** (5:30 p.m., September 18, The Yarrow Hotel)
  There was a general consensus that more parking is needed and that the original 10-year time frame proposed by Wilbur Smith Associates was too long a time line. Most of the participants agreed that a combination of transit and more parking supply as proposed by Wilbur Smith was a good way of addressing the issue. The concern regarding regional bus service was identified, and attendees stressed implementation of broad-scale transit options to address employee and other commuter needs.

- ***The Park City Restaurant Association*** (9:00 a.m., September 18, Wasatch Brew Pub)
  The Restaurant Association is currently preparing a statement to the Council regarding the proposed plan and various concerns regarding operational issues. They support construction of additional parking in the Main Street core as well as creative transit solutions to address regional and employee needs.

D. <u>Department Review</u>.
The Main Street parking study, as well as this staff report have been reviewed by the City Manager, the Planning Director and staff, the Public Affairs Director, the Finance Director, and the Director of Public Works.

<u>ALTERNATIVES:</u>

A) <u>Conduct a public hearing of the proposed outline of parking improvements for the Historic District</u>. <u>Provide additional comment to staff following public input session</u>.
Staff acknowledges this alternative as the most prudent course of action given existing

conditions. This is a final opportunity for public comment before the individual elements of the project are brought forward.

B) **Reprioritize and investigate other strategies for mitigation of parking issues.**
Selection of this alternative would result in time delays and would require additional planning and consultant fees. Main Street businesses will interpret endorsement of this alternative as a delay in resolution of the problem.

C) **Do Nothing.**
Staff does not recommend this approach. Main Street businesses may render opposition if this alternative is chosen.

SIGNIFICANT IMPACTS:
The plan's Phase I impacts include enforcement and paid parking, which will have positive effects on circulation and space availability. Adverse impacts will be experienced by motorists who have been able to access the downtown area without the consequences of paid parking and parking restrictions. Construction will pose environmental impacts which include disruption of traffic and possible loss of parking for 1-2 years. Long-term positive impacts will result which include improvement of traffic circulation, better transit options, and improved automobile management.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
It is important to take public comment in an organized forum in order for each of the projects to proceed. Whereas the public has had sufficient opportunity to comment in staff sessions, a number of individuals have requested the opportunity to come before Council to comment on the proposed plan. Avoiding this step in the public process results in delay of additional project development.

RECOMMENDATION:
Conduct a public hearing on the proposed program of parking improvements for the Historic District. Pursuant to receiving comments from the public, advise staff on any additional directives as needed.

November 7, 1996

Eric DeHaan
City Engineer
Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060

Dear Eric:

With regard to last nights public hearing on the proposed off-street parking amendments to the LMC, I, on behalf of the Utah Coal & Lumber, Inc., would like to emphasize and add objections for you and the city staff to consider.

Firstly, the Parking TZO was a hasty and uncalled for measure, based on a presumption that a glut of new development and construction was imminent in the HCB zone (possibly four projects) thus adding to the already difficult parking demands in the Main Street area. In effect, I believe the TZO itself precipitated more of a rush to development than the prevailing market forces would have justified. Even so, if each proposed or imagined project were to provide all required parking on site, forced to pay outrageous in-lieu fees, or was simply not built because of market pressure, the parking problem in the Main Street area would not have been addressed or mitigated in any way because the City has not formulated any kind of a long range solution to the problem. In effect, the City is proposing to penalize those properties that have not contributed to the parking problem by treating them in a less equitable fashion than those that have been developed.

Secondly, the Parking Problem is an Old Town Problem and should be addressed as such. As you are aware, the size of Old Town lots and the density of construction, practically mandated by the LMC, does not provide for the construction of efficient parking lots that would not compound the equally bad traffic congestion problems created by motorists searching these smaller lots for a parking space.

Thirdly, the proposed amendments do not address the inequities imposed on the properties located in the HRC Heber

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Avenue Sub-Zone which paid into the Main Street SID at the same rate as many of the HCB properties, but are being denied the same rights and benefits unfairly.

In conclusion, although the proposed amendments may be well crafted, I respectfully believe them to be a politically expedient effort to seemingly address the parking problem without actually doing so. Park City needs to build a major new parking inventory and address the traffic and delivery problems now, before the Main Street area becomes an undesirable destination for residents and tourists alike. There are many funding sources, another SID along with proposals such as those suggested by Tom Clyde, that would treat all stakeholders more equitably and allow us all to save Main Street and its character.

I respectfully request the recommendation for denial of approval of the proposed amendments.

Sincerely,

Nick Powell

Nick Powell
President
Utah Coal & Lumber, Inc.