PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 14, 1999

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, January 14, 1999.

AGENDA

Closed Session - City Council Chambers - Lower Level

3:15 p.m. Personnel

Work Session - City Council Chambers - Lower Level

4:00 p.m. Council questions and comments
4:20 p.m. Paid parking program: first citation policy
4:40 p.m. Use of City property
5:30 p.m. Review of regular meeting

Regular Meeting - City 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 MEETINGS OF DECEMBER 10, 1998 AND DECEMBER 17, 1998

V CONSENT AGENDA

1. 1266 & 1274 Park Avenue, one year extension of plat amendment approval

2. 1503 Park Avenue, one-year extension of final subdivision approval

3. Authorization to staff to enter into a contract with Alan Fransden for nine parking spaces at an annual rate of $1,500 in Swede Alley

4. Authorization to staff t enter into a Cooperative Agreement with the Utah Department of Transportation for the Phase 1 entryway trail

VI RESIGNATIONS AND APPOINTMENTS

Appointment to Historic District Commission for a term expiring February 2000

VII OLD BUSINESS

1. An Ordinance approving a plat amendment, amending portions of Lots 12 & 13 of Block 22 and Lots 13, 14, & 15 of Block 69 of the Park City Survey at 350 ½ Main Street, Park City, Utah

2. Resolution authorizing the Mayor and Chairman of the Redevelopment Agency to execute the offer to sell with the United States Postal Service for the sale of a portion of Lot 9, Snow Creek Crossing, Park City, Utah

VIII ADJOURNMENT

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JANUARY 14, 1999

PUBLIC NOTICE IS HEREBY GIVEN that the Redevelopment Agency of Park City, Utah will hold a public meeting, at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes described below on Thursday, December 17, 1998 immediately following the adjournment of the City Council Meeting.

A G E N D A

I ROLL CALL

II PUBLIC INPUT

III OLD BUSINESS

Resolution authorizing the Mayor and Chairman of the Redevelopment Agency to execute an offer to sell with the United States Postal Service for the sale of a portion of Lot 9 Snow Creek Crossing, Park City, Utah

IV ADJOURNMENT

PARK CITY WATER SERVICE DISTRICT
SUMMIT COUNTY, UTAH
JANUARY 14, 1999

PUBLIC NOTICE IS HEREBY GIVEN that the Park City Water Service District of Park City, Utah will hold a public meeting, at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes described below on Thursday, January 14, 1999 immediately following the adjournment of the Redevelopment Agency.

AGENDA

I ROLL CALL

II PUBLIC INPUT

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 1999 meetings and appointing officers of the Administrative Control Board of the Park City Water Service District

V ADJOURNMENT

PARK CITY COUNCIL RETREAT
JANUARY 20 AND JANUARY 21, 1999

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah **will not hold** its regularly scheduled meeting on Thursday, January 21, 1999. The City Council will be conducting is annual retreat at the Doubletree Hotel, 255 South West Temple, Salt Lake City, Utah on January 20 through January 21, 1999. No formal action will be taken.

Posted: 1/11/99
See parkcity2002.org

PARK CITY
1884

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JANUARY 14, 1999

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

Toby Ross, City Manager; Frank Bell, Olympic Planning Director; Pat Putt, Planning and Zoning Administrator; Mark Harrington, Deputy City Attorney, Melissa Caffey, Special Events Manager; Hope Bleecker, Transportation Director; Kevin LoPiccolo, Planner; Mark Harrington, Deputy City Attorney

Bruce King, Soaring Wings Montessori School

1. **Council questions and comments.** The Mayor reported that information is available on the funds contributed to the Salt Lake Bid Committee by Park City. The City is still investigating this issue and will be releasing this information today. Some entries may raise questions and staff is still looking into expenditures that may have occurred as long as ten years ago. He emphasized that personnel and the accounting system has changed since then, but the City is committed to a quick and open resolution to this concern.

Chuck Klingenstein disclosed that he received a call about the motorcycle race, and clarified that he is of the opinion that the racing component is more of an experiment than a permanent reality. He hoped that the organizers don't invest a lot in infrastructure and then find that the race doesn't fit Park City, and that they be well aware that the intention is an experiment. Frank Bell expressed that the organizers understand this, but on the other side, this is a very expensive event. The organizers need to evaluate carefully their ability to financially support this on the theory that it may only be a one-year event. If the event doesn't go well, there probably won't be reconsideration, and Mr. Bell believed this message has been conveyed but will relay it again. Mr. Klingenstein acknowledged the letter sent by the Secret Service complimenting the Police Department on its cooperation when Vice President Gore visited Park City.

Shauna Kerr added that she attended the Envision Utah meeting which seemed successful and reported that Devin Simms is the new Senior Citizens Representative from Mountainlands Association of Governments. She reported he is interested in expanding the City's transportation opportunities for the elderly. Last night, the Planning Commission approved a conditional use permit for Harry-O's (formerly Z Place), and Ms. Kerr asked if there is any interest in calling this up in consideration of noise and parking demands. Chuck Klingenstein asked for more information. Pat Putt reported that there were probably six to eight individuals at the meeting, some for and some against. The Blue Church Lodge was represented by Attorney Robert Felton who expressed concerns about some of the activities that had occurred in the past. The Planning

Commission formulated several conditions of approval which have to be met prior to a certificate of occupancy. He explained that the applicant must conduct a sound and vibration study to be reviewed by Ron Ivie to monitor impacts at the property line. A parking management plan will also be submitted, but as of last night, there wasn't a detailed enough interior building plan for staff to determine occupancy for the building. Mr. Putt explained that the Planning Commission placed two automatic six month reviews, and if there are complaints received during that time, there will be another hearing before the Planning Commission. The vote was unanimous to approve although some Commissioners expressed concerns about the parking. Large events were anticipated to attract 500 to 800 patrons, but this would not be typical. Ms. Kerr felt that large events should be scheduled in the off-seasons, and not in the winter. Paul Sincock stated that he would like to look at the minutes from last night's Planning Commission meeting, and there was discussion about the time line for a call-up as there is no meeting scheduled next week. Roger Harlan also felt that parking could be a problem. Mr. Putt added that another condition is a master festival plan for the larger events. Mark Harrington explained that the Community Development Department will develop a master festival plan that is more restrictive than the existing Code requirement that would normally trigger a master festival license application for a special event. He felt that there are adequate controls at this point; there may be one or two neighbors that may be frustrated, but they seemed to be happy with the conditions of approval. Ms. Kerr felt that with that in mind, the Council doesn't need to call it up but the six month review should be publicly noticed so that if traffic and noise problems exist, people will have an opportunity to voice concerns in six months. The Deputy City Attorney added that Council could call-up the Planning Commission review if additional issues are not addressed in the opinion of the City Council. Melissa Caffey continued that a party is scheduled to be held at Harry-O's for 700 to 800 people on January 22 for Film Festival and discussed the transportation plan. There was discussion about the applicant meeting the conditions of approval of the conditional use permit by next week so that a certificate of occupancy is issued on time.

Roger Harlan discussed a Board of Education meeting where Mike Barnes and Jim Doilney were recognized for their generous contributions in lieu of school impact fees. He complimented Public Works on sweeping the streets.

2. **Paid parking program: first citation policy.** Hope Bleecker explained that the proposal replaces the current "green card" system, which has been in place during 1998. During a year, the City gave away approximately 12,000 green cards, which forgives a $15 ticket for first citations. The alternative proposal to the green card for first offenders is the "parking due" card which would be issued with tickets, stating that a $3 fee is due within five days, or the $15 fine is reinstated. Council suggested that the return envelope be postmarked within five days, rather than returned. Roger Harlan discussed removing language on the parking due card regarding the first ticket. Hugh Daniels felt that a parking committee should be integrated with the Historic Main Street Business Alliance, as opposed to appointing a completely separate group. Ms. Bleecker noted that since the last discussion regarding the committee concept, staff has been researching what other cities do which usually involves input on more technical and less policy oriented issues and staff will

be coming back to Council on this matter. Hugh Daniels appreciated that and added that he supports the $3 proposal. Shauna Kerr believes that the first ticket explanation needs to remain, and expanded that if someone has not responded within five days, please include the $15 and post it to PCMC. Paul Sincock suggested that "If this is your first ticket. . ." be replaced with "Since this is your first ticket. . .". In response to a question from Paul Sincock, Ms. Bleecker indicated that the cost of a booting device is $500. Council supported implementation of the due card.

3. Use of City property. Melissa Caffey explained that Utah Valley State College (UVSC) has moved out of the Park City Library and Education Center and will be released from its contract, involving 3,925 square feet of space at $16.75 per square foot. The Park City Jewish Center is currently subleasing one classroom and Sunday classrooms from UVSC and has requested to remain through June. The Park City Library Board has requested Room 209 and although there will be lost revenues, there are benefits. The University of Utah Department of Continuing Education (DCE) has requested all of the space that becomes available and are willing to pay fair market rate. It has offered to share computer lab space with the City, which will be lost in the Marsac Building. DCE's lease expires in 2008. She continued that in order for Soaring Wings Montessori School to house its entire school, it requires more space and believes it has rights over and above the University because of a clause in its lease, but it is the opinion of the Legal Department that Soaring Wings has the same option as other tenants. There are local non-profits that have been asking for space for years, and staff believes that tenants have first right of refusal and there isn't space available for non-tenants at this time.

Frank Bell, Olympic Planning Director, explained that the corollary discussion to the Library and Education Center involves the buildings across the street. The City commissioned a structural analysis of the Mike Hale Chevrolet dealership and the Office Building. The report indicates that the dealership is not in very good shape and razing the building is recommended. The Office Building is in somewhat better condition and if the building were brought up to Code for office space, it would require about $300,000. The Offret house north of the Office Building is also empty and is less than 1,000 square feet. It is a residential dwelling unit and zoned in a residential area and using it for office space would require a rezone. The Code violations are not particularly serious and can be corrected with minimal cost. He warned that absent significant structural rebuilding, this is a relatively short-term solution. The Office Building has slightly under 4,000 usable square feet; it appears to have a useful life of about five to seven years with infusion of cash to bring it up to Code. Mr. Bell added that the Parks Master Plan assumes these three buildings will be gone with the idea of creating a public plaza which would connect the Library and Education Center across the street. He discussed structural concerns of the Office Building, but the consultants are worried that other construction problems will be discovered once it is being remodeled. The $300,000 "fix" would bring the building up to Code for office space uses and would not require much more maintenance for a few years. Although it is in much better shape than the Mike Hale Building, it will require a lot of work over the long term.

Paul Sincock suggested that the dealership be torn down, and the Office Building and house be used for non-profits, so the Library and Education Center can be apportioned among the current tenants. Ms. Kerr asked if the study addressed moving the house to another site. Mr. Bell indicated that there was no structural analysis on the house; it was handled through the Building Department. If it is converted to office space, ADA requirements must be met; it is probably useable for five to seven years. There doesn't appear to be an historic significance issue with regard to the dealership, but this is being investigated. Ms. Kerr emphasized that she is not interested in having more commercial creep in the residential area and is more willing to explore locating the house at a different site so the property could be used as park land. If the house remains, it should remain a residence. She is not interested in pursuing a rezone to allow commercial closer to residential. Ms. Kerr added she has little or no interest in saving the Mike Hale Building based on the numbers. There are good options with the existing tenants in the Library and Education Center.

Hugh Daniels added that the Library should get the room it requested to expand its basic service. Although there may be some lost revenue, it is a service for residents and the Library should receive first priority. He suggested that staff negotiate with the two existing tenants for the balance of the space. The dealership, barring any historic significance, probably needs to go away and may fit with the parks plan. The Office Building should be kept and he agreed with Mr. Sincock about using it for non-profits, although there won't be enough room for everyone. Mr. Daniels expressed interest in learning the costs to provide a longer life for the facility and in the long-run it may make more sense to raze it or build another structure. The house should be affordable housing and he did not support it as office space. Shauna Kerr expressed that the City should become a better neighbor, because the properties have declined. Mr. Sincock added that non-profits should pay something like 80% of the full market rent. Mr. Daniels agreed that there will have to be a policy for who obtains space and the rent. Roger Harlan pointed out that the Library brings a stream of revenue into the City, and the argument could be made that lease revenue will not be lost. Chuck Klingenstein disclosed that he is an employee of the University of Utah, but tendered his resignation yesterday. He encouraged Mr. Bell to include the Planning Department in discussions regarding Park Avenue structures. He did not support office space in the house and is not opposed to tearing it down as it could be a major connection to the park and the Education Center. There should be a non-profit center and Mr. Klingenstein felt this would fit well with the Parks Master Plan. Non-profits will have to pay their way and criteria will have to be established. If the dealership is found to have historic significance, it can't be razed as the City should live by its rules. He continued that if it is not an issue, it should be removed. The Library should get the extra room, and Mr. Klingenstein concurred that existing tenants be offered the surplus space at the Education Center. He felt that there can be agreeable resolution to the space that meets the objectives of DCE and Soaring Wings. Paul Sincock added that he felt the Library should have first priority for the room.

The Mayor asked Ms. Caffey what alternative provides the City the most flexibility with regard to tenants in the Education Center. She responded that Olympic considerations will be a part of all leases and pointed out again that DCE is willing to share computer lab space with the City, and it regularly trades classroom space with the City. Mr. Sincock emphasized that the Education Center was historically a school and he would like to see children at the facility. Leasing space to both DCE and Soaring Wings can be accomplished. In response to a question from Shauna Kerr, Ms. Caffey explained that DCE will take whatever space is available, and Soaring Wings has had to secure other space to operate the school, and was uncertain of its needs flexibility. Bruce King of Soaring Wings, stated that the space requested is the same area as that rented from the church. However, the space at the Education Center is much more expensive which is a problem for them. It is their feeling that they could get by with Room 313 and the office at the end of the hall, which could become available to DCE. Mr. Bell felt leases could be negotiated by staff. Melissa Caffey asked if the Jewish Center could remain until June 30, although they have no rights as a sublessee. The Mayor stated that the Center should talk to potential tenants.

The Mayor indicated that he supports the extension of the Library, and supported providing flexibility for expansion in the future because that is important. Ms. Kerr felt it should be understood by tenants that the Library has priority in the building and at some time in the future, it may all be needed for Library space. The City Manager suggested an extended notice of termination from the City, like one year. Chuck Klingenstein asked if the Library has performed any strategic planning for growth. Toby Ross explained that when the Library and Education Center was designed, expansion of the Library is anticipated as a second story over the children's library. Using room across the hall would require a full reconfiguration of the space and may not be less expensive than building a second story. The Mayor continued that the dealership should be razed unless there is some sort of historical significance. The house would be better served if it was razed as well in taking into consideration what has been master planned for the park. He supports providing a place for the non-profits but has grave concerns about spending $300,000 to bring the Office Building up to Code and that may not be enough. The City may be better off tearing it down, which may be more compatible with the long term plan for the park. Chuck Klingenstein pointed out that an Olympic benefactor may be interested in building a facility prior to the Olympics. The Mayor felt that since the building was not built to Code, it may be more prudent not to remodel and to look at other options. Paul Sincock agreed as it may be better to build a new building.

Frank Bell stated that he understood there is no Council consensus in saving the dealership building unless there is some sort of historic significance, which will be researched by staff. If there is no conflict, removing the building will be identified as a project in the upcoming budget. With regard to the Offret House, there appears to be no support of converting it into an office complex, and there are split opinions on removing it or maintaining it as a residence. Mr. Bell emphasized that Council doesn't need to make a decision on this tonight and there is no urgency. The City Manager pointed out that improvements to the house may be less than $10,000 if, for example, if the basement is not made accessible and habitable. Mr. Bell continued that with regard to the Offret Office Building, there seems to be no consensus and this will affect the upcoming budget. Hugh Daniels stated that he would like to have information on replacing the building so that the building has a longer life and meets Code. Ms. Kerr agreed. Mr. Bell suggested coming back to Council on the Office Building. Chuck Klingenstein requested information on rents so that costs can be recovered.

4. Review of regular meeting.

Plat amendment extensions. In response to a concern expressed by Hugh Daniels, Pat Putt explained that staff has been working with the applicant on several good alternatives. The LMC amendments will come into play which affect this property. The applicant is concerned about what will happen with the zone changes and would like to hold off on a decision at this point.

350 ½ Main Street plat amendment. Hugh Daniels pointed out that this version has changed and he is concerned that the tunnel not become building. He referred to No. 6 of the ordinance, "The owner/applicant shall be entitled to maintain lawful business uses within the subject walkway area". Kevin LoPiccolo explained that the applicant is requesting is that the existing walkway be utilized for business use. Mark Harrington pointed out that the applicant is unwilling to grant the City a dedicated pedestrian easement through the area, but have arrived at a compromise position that retains pedestrian access through the walkway, but retains his ability to put a gallery there. It will never be a separate business area or building and it cannot be subdivided further. Shauna Kerr added that if there is a business operation, it may require doors to be locked and pedestrian access is lost.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 14, 1999

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, January 14, 1999. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; Kevin LoPiccolo, Planner; and Mark Harrington, Deputy City Attorney.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda. Hearing none, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

None.

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF DECEMBER 10, 1998 AND DECEMBER 17, 1998

Chuck Klingenstein disclosed that he was not in attendance at the December 17 meeting. Shauna Kerr indicated that she was absent from the work session on December 10 but present for the regular meeting. Hearing no corrections or omissions, the Mayor requested a motion for approval. Roger Harlan, "I so move". Chuck Klingenstein seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye, Abstention December 10, 1998 work notes
Chuck Klingenstein	Aye, Abstention December 17, 1998
Paul Sincock	Aye

V CONSENT AGENDA

The Mayor requested a motion to approve. Hugh Daniels, "I so move". Paul Sincock seconded. Motion carried unanimously.

1. 1266 & 1274 Park Avenue, one year extension of plat amendment approval - See work session notes and staff report.

2. 1503 Park Avenue, one-year extension of final subdivision approval - See staff report.

3. Authorization to staff to enter into a contract with Alan Fransden for nine parking spaces at an annual rate of $1,500 in Swede Alley - See staff report.

4. Authorization to staff to enter into a Cooperative Agreement with the Utah Department of Transportation for the Phase 1 entryway trail - See staff report.

VI RESIGNATIONS AND APPOINTMENTS

Appointment to Historic District Commission for a term expiring February 2000 - The Mayor requested a motion to appoint Todd Mather to serve on the HDC. Chuck Klingenstein, "I so move". Roger Harlan seconded. Motion carried unanimously.

VII OLD BUSINESS

1. An Ordinance approving a plat amendment, amending portions of Lots 12 & 13 of Block 22 and Lots 13, 14, & 15 of Block 69 of the Park City Survey at 350 ½ Main Street, Park City, Utah - Planner Kevin LoPiccolo explained that at the last meeting, Councilman Daniels expressed concern about converting the walkway area into a business, precluding access between Main Street and Swede Alley. The applicant is proposing language that would provide controlled access, i.e., 8 a.m. to 10 p.m. He clarified that the issue with Mr. Wong involved the tunnels and not the access. Mr. Daniels emphasized that his concern continues to be that this walkway may potentially become a six foot wide business which is not in the best interest of the community and to approve a plat amendment that would allow this to occur is not good cause. He has no problem with businesses being accessed by the walkway or controlled access, although it should be consistent, but continues to be uncomfortable with the draft language in No. 6, "The owner/applicant shall be entitled to maintain lawful business uses within the subject walkway area".

Brent Gold, attorney for owner Aaron Hoffman, explained that his client owns the restaurant next door and he wants that access. Business uses discussed include a gallery and uses are limited because of the walkway's nature. There is an economic use associated with the property and access will be accommodated. Hugh Daniels feared that a gallery would turn into an office. Mr. Gold explained that the size of the walkway cannot be minimized with office equipment. Hugh Daniels pointed out that the intent of the conditions may not be met in the future, and there needs to be language that prohibits the walkway from becoming a separate office use. In response to a question from Roger Harlan, Mr. Gold explained that the walkway is currently shown on the plat map as a separate lot. This application joins the strip of property as a part of the plat amendment. Mark Harrington interjected that this application corrects that problem which exists today as it creates one lot as opposed to the fragment that exists now. Mr. Daniels reiterated that he is not comfortable with the language to approve the plat amendment and the City Manager felt that the language maintaining the six and a half foot access is inadequate. Brent Gold explained that if there is a business use, there will be an alcove with a cash register, and the walkway will be a gallery of some sort. It's not going to be an office. There was discussion about the north wall not being owned by the applicant. Deputy City Attorney Mark Harrington expressed that the language could be changed, "The owner/applicant shall be entitled to maintain lawful business uses, excluding office uses, within the subject walkway area, so long as the business use does not impede a minimum six foot by six foot pedestrian access. Chuck Klingenstein suggested including any business use that would hinder any flow of pedestrian traffic through the walkway. Mark Harrington noted that he can add UBC language, addressing access that would prevent any sort of encroachment, and there could be language, "The hours open to the public shall be reasonable business hours". Brent Gold felt that tieing this to the UBC is a good idea. Chuck Klingenstein expressed interest in moving this matter forward and authorizing the legal staff to draft language as directed. Mark Harrington felt confident that he can craft a condition that maintains pedestrian access, without encroachment of a business use. Roger Harlan pointed out that if there is a gallery reception, pedestrians may not view the walkway as public access. Mr. Harrington believed that people will become aware of its availability.

Planner LoPiccolo asked for clarification if the space above the existing walkway could be used for the gallery. Hugh Daniels expressed that a second floor is not a problem for him, because it doesn't restrict pedestrian access, and the mitigating factor of the plat amendment is to maintain some reasonable access to Main Street. Chuck Klingenstein, "I move approval of the 350 ½ Main Street plat amendment to the Park City Survey with all of the conditions of approval, noting that the staff will work on language to Item No. 6 so that it is quite clear that the access will be maintained in perpetuity using the tools of the UBC and pedestrian flow requirements, and final approval will be approved and okayed by our City Attorney". Mark Harrington added that he will review the amendment with Councilman Daniels. Shauna Kerr seconded. Hugh Daniels clarified that if there is a problem with staff and the applicant, that it comes backs to Council for resolution. Motion carried unanimously carried.

2. Resolution authorizing the Mayor and Chairman of the Redevelopment Agency to execute the offer to sell with the United States Postal Service for the sale of a portion of Lot 9, Snow Creek Crossing, Park City, Utah - The City Manager explained that he has distributed a revised copy to Council and these changes are not significant. With respect to the addendum discussed at the last meeting, which is the bulk of the policy, a price has been modified. Formerly it was $2 million and now the $2 million is tied to the size of the site plan. Rather than paying a proportional share for the trail, the agreement now specifies that the Postal Service will pay an amount not to exceed $20,000 for the trail; it is estimated that the trail will cost between $15,000 and $18,000. He continued that the Postal Service agreed to the concept to discourage semi-truck traffic. There is additional language that a remodel of the facility would require compliance with the Land Management Code and design guidelines. Shauna Kerr requested that landscaping review be included if there is a remodel. Mr. Ross continued that a previous draft indicated that the Postal Service would pay a proportional share of the traffic signal, which is estimated at $150,000, not to exceed $75,000 or 25%. There was a time line that if the City did not follow-through within two years, the money

would be refunded. The Postal Service has agreed to pay the City $75,000 up-front. In the event the Postal Service notifies the City that it needs more parking, the City would have 180 days to provide it or it could be built west of the drive. If the City no longer owns the property, this obligation would be passed on to the new owner. The City Manager explained that this was a provision the City was prepared to deal with earlier on to arrive at a better landscaped site plan. He referred to a letter from the Postal Service assuring the City that it is its intention to service Park City zip codes within the City limits. In the event there is growth in the County, because that is a different zip code, a facility would have to be built in the County. There was also an issue of maintaining the Main Street facility, which has always been the Postal Service's intent. With regard of having a first right of refusal suggested by Paul Sincock, the congressional policy with respect to disposal of Post Office property provides first right to governmental entities in a hierarchy, i.e., federal, state, county, then city. Ms. Kerr noted that she entertained the notion that if the Post Office on Main Street were closed, that there be a provision that the property be given to the City, which would have been an incentive to maintain service on Main Street. Postal Service Representative Wayne Christensen believed that it will remain there forever; it's a "money-maker". Ed Bavouset from the Postal Service added that the reality is they are subject to federal law with respect to federal properties. If the Postal Service ever declared that property as excess, there would be an inter-governmental notification process alerting agencies that the property is available. If there is no interest by any other governmental agency, it is offered to the public.

In response to a question from Mayor Olch, Mr. Bavouset explained that the facility will be owned by the Postal Service. Chuck Klingenstein asked their definition of "Park City". Postmaster Sandra Trout explained that it is the "84060" and "84068" zip code areas which are currently serviced by the Main Street and Emporium Stations. This is basically the City boundaries. Chuck Klingenstein expressed that one of his biggest concerns is traffic and he doesn't want to see this facility as the post office for the Snyderville Basin. He asked if the Snyderville Basin Annex is dependent on the Park City Post Office in some way. Ms. Trout explained it is not dependent on the Main Street Post Office, and the reverse is probably true. Mr. Klingenstein asked if the Annex will be dependent on the new facility for distribution, and expressed concerns about semi-truck traffic. Ed Bavouset explained that distribution facilities range from about 100,000 square feet to over one million square feet. The distribution of mail for Park City office and Snyderville takes place in Salt Lake City at what is called a plant. No associated office performs distribution for other facilities with rare exceptions, and nothing will change here. Postmaster Trout explained that the new facility will replace the Emporium Station. There was discussion about box holders desiring to use the new Post Office as opposed to Main Street and the new Post Office having both zip codes. Ed Bavouset explained the remodel of the Main Street Post Office to a postal store. Roger Harlan felt that the Main Street Post Office is an historic gathering place for locals and would like to see that activity encouraged. Mayor Olch indicated that happened with the opening of the Emporium Station. Mr. Bavouset explained that the Postal Service will not encourage anyone to change facilities and closing the Main Street Post Office was never an option. It is an economic and viable money-making post office for the operations here and closing it would go over like a "bomb". He emphasized that operations are mandated by Congress, but relayed that they have no intent of closing the Main Street Post Office. Post offices are not closed down when there is resistance and as long as Park City wants that post office there because it is an integral part of the community, it would not be closed. He stressed that economically, it makes sense for them to keep that post office open. The Mayor requested a motion to approve the offer to sell the Snow Creek parcel to the United States Postal Service. Hugh Daniels, "I so move". Paul Sincock seconded, and commended the Post Office for the responsiveness exhibited to the community. Ms. Kerr relayed to the Postmaster that the letter carrier in Park Meadows does a great job. Chuck Klingenstein noted that the plan has come a long way and appreciated assurances that the Main Street Post Office will be maintained. Motion carried unanimously.

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned and a Redevelopment Agency and Water District meeting convened.

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MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:15 p.m. Members in attendance were Mayor Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; Mark Harrington, Deputy City Attorney; and Jodi Hoffman, City Attorney. Shauna Kerr, "I move to close the meeting to discuss personnel". Paul Sincock seconded. Motion carried unanimously.

The meeting opened at approximately 4:40 p.m.

STATE OF UTAH)
ss.
COUNTY OF SUMMIT)

CERTIFICATE OF CLOSED SESSION
CITY COUNCIL OF PARK CITY, UTAH

As presiding officer of the City Council of Park City, Utah, I hereby certify that the closed session meeting held by the City Council on January 14, 1999, was held pursuant to Section 52-4-5(1)(a)(I) to discuss the character, professional competence, or physical or mental health of an individual.

DATED this 4th day of February, 1999.

Mayor Bradley A. Olch

Subscribed and sworn before me this 4th day of February, 1999.

NOTARY PUBLIC
JANET M. SCOTT
445 Marsac Ave. P.O. Box 1480
Park City, Utah 84060
My Commission Expires
March 11, 2000
STATE OF UTAH

Janet M. Scott, Notary Public

* * * * * * * *

The meeting for which these minutes were prepared as 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, City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

PARK CITY

1884

COUNCIL AGENDA REPORT

DATE: January 14, 1999
DEPARTMENT: Public Works
AUTHOR: Hope E. Bleecker, Transportation Director Hope 1/14/99
TITLE: Establishment of Parking Due Courtesy Card
TYPE OF ITEM: Legislative: Parking Policy

SUMMARY RECOMMENDATIONS: Implement a Parking Due Courtesy Card for all first time meter violators.

DESCRIPTION:

A. Topic.

Establishment of Parking Due Card program

B. Background.

One full year of the paid parking program is now completed. Throughout the first year of operation a first time free policy has been in effect for meter-nonpayment and receipt unreadable violations. The policy was targeted at allowing a grace period to educate users of the system. The policy was referred to as a "soft start".

The first time free warning system is still in place. However, it has evolved into a more engaging process of education under which the recipient is required to return a signed statement indicating an understanding of the system in order to forego the $15 fine. The current notification is a green card which was adopted in July when the summer paid parking went into effect.

C. Analysis.

Approximately 12,330 first-time meter violations have been recorded between January 3, 1998 and December 31, 1998. The total represents all warnings and green cards issued to ***first time*** violators who failed to display parking receipts properly or who failed to purchase them at all.

Following the question of whether parking should be free on Sunday, a survey of twelve towns was conducted. The purpose of the survey was to record the profiles of other parking systems with respect to rates, number of enforced parking days, fees and fines, as well as program subsidies. The profiles are now being analyzed and will be included in the Parking Division's annual report.

However, with respect to the question of first-time warning or waiver, three of the twelve respondents offered a first time waiver: Aspen is the best peer group example of a town offering a first time free card. Helena and Boise offer them. However these are areas which currently do not have paid parking.

There are two basic issues associated the existing green card system:

1) Local users feel they are entitled to a first time free ticket even when they are already educated, which undermines the purpose of the policy.

2) The *annual* 1998 foregone paid parking ticket revenue from the soft-start program approximates $83,228. This figure is reached by calculating *(The number of actual green cards and warnings issued) x ($15 violation) x (45% anticipated 1998 annual collection rate for green cards)*. The breakdown of warnings and green cards issued to date approximated $44,044 from Jan 3-April 15, $21,256 for July 1-August 31, and $17,928 for the first 45 days of the current winter season. A financial report which includes this information is attached as Exhibit A.

It should be noted that the minutes of the paid parking review session of October 22 reflect staff's desire to review this issue following citizen input. Results of the above referenced survey of 12 peers indicate that approximately 75% of those twelve municipal parking systems surveyed receive regular technical and/or policy input from an active business alliance. A committee charter for the Park City Parking Program is not in place and the parking due card issue has not received input through such a forum. There was no consensus or formal opinion rendered by the Council that they wished to follow such a plan pursuant to limited discussion on October 22.

As additional program data become available, it would be beneficial to receive input from an established advisory committee charged with achieving the goals of the Council. Broader policy issues for committee input would include, but would not be limited to, an annual operating plan including equipment and signage recommendations, rates and fees, program stop/start dates, and revised collection policies. With the endorsement of the Council, the committee could be put into place and recommendations could be returned by March 25, three weeks before the end of the winter season.

This parking due card proposal appears before the Council at this time because ninety days remain in the winter season to test the result of such a policy. The parking due card is one of the mechanisms which helps to satisfy the goal of achieving a break-even revenue scenario. It should be tested prior to the end of the winter season.

Proposed Parking Due Card System

The card would stipulate that the user should enclose a $3 payment and mail the ticket to Public Works using a pre-paid envelope. The due card allows the user five days to mail the payment. If the payment is not received within the designated 5 day period the standard $15 fine would be instated. An example of the parking due card is attached as Exhibit B.

D. Department Review.
This proposal has been reviewed by the City Manager, the Finance Manager, and the Public Works Director. The Finance Manager (Tom Bakaly) recommends Alternative B.

ALTERNATIVES:

A. Implement $3 Parking Due Card Policy. This Public Works staff recommendation is the best way to balance the impact on revenues and the uniqueness of the paid system: pay stations and signs are infrequent, non-standard, and are therefore difficult to recognize. The $3 parking due card represents the average user payment which is determined by average duration on Main and Swede multiplied by the corresponding parking rate. A pre-paid envelope could be included in order to maximize convenience and return rate.

B. Discontinue Soft Start Program. This alternative would simply set a policy of fining first time violators with the existing $15 fine or some other amount which could be established by the Council. This alternative is recommended by the Finance Department because of the current deficits associated with the program and the fact that the pay parking program is a year old and has had a successful "soft start" as intended by City Council.

C. Do Nothing. This is the same as maintaining the existing green card program. The existing program has adverse ramifications on the program budget and on user compliance.

SIGNIFICANT IMPACTS:

The significant impacts of the Parking Due Card program are that increased revenues will be realized (roughly $16,645 over an annual period as compared to the existing green card program) and an overall rate of increased compliance will result.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The consequence of not implementing this policy is lost revenue. As the program continues, the parking due card is recommended as the first of several mechanisms needed to increase program compliance and decrease the existing deficit.

RECOMMENDATION:

Staff recommends that the parking due policy should be implemented immediately with the goal of raising revenues and achieving better compliance among parking motorists. The program is currently ready to be implemented and could be placed into effect as early as Friday, January 15.

Pay Parking Revenues and Expenses
July 1, 1997 - Dec 31, 1998

Exhibit A

Type	FY 98 Total	FY 1999 Summer (July - Aug 98)	FY 1999 Fall (Sept 1 - Nov. 15)	FY 1999 Winter (Nov 16 - Dec 31)	FY 1999 FY 99 To Date	Program To Date
Parking Tickets*	$88,824	$10,102	$7,157	$8,434	$25,693	$114,517
Parking Permits	$8,806	$2,735	$7,300	$3,600	$13,635	$22,441
Sale of In-Car Meters	$34,661	$8,632	$2,200	$9,896	$20,728	$55,389
Sale of Quick Cards	$3,505	$1,870	$125	$1,125	$3,120	$6,625
Sale of Tokens	$11,333	$1,337	$59	$653	$2,049	$13,382
Parking Meter Revenue	$128,747	$79,212	$0	$42,948	$122,160	$250,907
Total Revenue	**$275,876**	**$103,888**	**$16,841**	**$66,656**	**$187,385**	**$463,261**

Expenses:

Type	FY 98 Total	Summer	Fall	Winter	FY 99 To Date	Program To Date
Personnel	$85,492	$32,413	$30,201	$18,374	$80,988	$166,480
Services and Supplies	$149,468	$5,662	$6,322	$6,058	$18,042	$167,510
Street Signs	$55,120	$8,268	$1,870	$3,331	$13,468	$68,588
Ampco Contract**	$100,002	$33,334	$41,668	$23,543	$98,545	$198,547
Parking Meters***	$32,364	$10,788	$13,485	$8,091	$32,364	$64,728
Total Expenses	**$422,446**	**$90,465**	**$93,545**	**$59,397**	**$243,407**	**$665,854**
Gain or Loss	**($146,570)**	**$13,423**	**($76,704)**	**$7,258**	**($56,023)**	**($202,593)**

8

Possible Forgone Revenue:

Promotions	$16,385	$10 Quick Cards, Rideshare Incentive, Main Street Tokens, etc.
Changes in Permitted Areas	$32,000	Decision to Permit China Bridge (all of 3rd & part of 2nd)
Parking Ticket Warnings (Soft Start)	$44,044	6,525 warnings issued during winter of 98 at $15 each (45% collection rate)
	$21,256	3,149 courtesy cards issued during Summer 98 at $15 each (45% collection rate)
	$17,928	2,656 courtesy cards issued during Fall \Winter 98 at $15 each (45% collection rate)
Total Possible Forgone Revenue	**$131,613**	

* $40,614 collected between July -Dec 1998 (Paid Parking Program Not in Operation)
** Amortization of Annual Contract Cost (1998 $200,000, 1999 $180,499)
*** Amortization of $323,640 Parking Meter Cost over 60 months

Exhibit B

You are parked in a *pay and display* metered parking zone. If this is your first ticket, we'll accept your $3 payment and waive the $15 fine.

Park City recently installed pay-and-display parking meters in the Historic Main Street area. If this ticket is your first meter violation under the new system, simply complete the section below, enclose your $3 payment, and mail using the prepaid yellow envelope **no later than five days after the ticket issue date**; or the original $15 fine will be reinstated.

The goal of our parking program is to increase parking availability for visitors while preserving the historic beauty and charm of Main Street.

Please take a moment to review the parking information and meter payment instructions listed on the reverse. If you have any parking or transportation questions, please call us at 615-PARK.

ENJOY YOUR VISIT!

✂ Cut on the dotted line and send in the portion below.

Enclose $3 and fill in all applicable information, certifying this is your first Park City meter violation.

Name ______________________________

Mailing Address ______________________

City______________ State____ Zip______

Daytime Phone ______________________

Ticket No. __________________________

If a rental car:

Rental Car Co.________________________

Rental Contract No. ___________________

PARK CITY
1884

DATE: January 11, 1999
DEPARTMENT: Olympics and Special Events
AUTHOR: Frank Bell
TITLE: Use and Disposition of City Owned Buildings (1220, 1240, &1260 Park Avenue
TYPE OF ITEM: Policy Direction on City Property

SUMMARY RECOMMENDATIONS: The City owns the buildings commonly known as Mike Hale Chevrolet at 1220 Park Ave, the old Century 21 Office Building at 1240 Park Avenue, and the old Offret house located at 1260 Park Avenue. Structural evaluations have been completed on 1220 and 1240. We received a strong recommendation to raze 1220 (dealership), and a recommendation to consider rehabilitation of 1240 (office bldg). No formal analysis was done on the house at 1260, but staff recommends either razing or modification to other than residential uses.

Staff requests policy guidance from council on their desired uses for these properties. This report is closely tied to the staff report on use of space at the Library and Education Center. Assuming the City Council holds to the Library and Education Center policy of granting requests for additional space first to existing tenants, some of the alternatives outlined in this report could help alleviate problems arising from Education center policy decisions.

DESCRIPTION: This report addresses each property individually as to recommended structural disposition, present use, potential uses and associated costs, and other contingencies.

A. Topic: Mike Hale Dealership Building, 1220 Park Avenue (Mawhinney Parcel)

B. Background: The City acquired this building and associated property, .47 acres, in November, 1996 for about $800,000. It had been used as a car dealership for many years prior. The building is a conglomeration of wood framed and unreinforced block structures forming one building with variety of elevations and dimensions. It is being used by the city for storage.

C. Analysis: Dean L. Webb and Associates strongly recommends razing the building for an estimated cost of $70,000. Costs of rehabilitation for minimal occupancies would likely exceed $250,000.

D. Department Review: This building is also located within the design boundaries of the City Park Master Plan. The plan proposes a park design and uses which presume this structure to be razed. The plan envisions a plaza or corridor extending from the south end of City Park across Park Avenue to the Library and Education Center. The Park Master Plan aside, staff concurs with the professional recommendation for razing.

E. **Alternatives:** Modifications (repair leaks and water damage) could be made to the building for short term uses such as storage or warehousing for about $45,000, and razing could be postponed. Without significant rehabilitation, erosion of the building will continue. Failure to take action on this structure could lead to liability, security problems, an increasing neighborhood eyesore, and the creation of an attractive nuisance for vandals.

A. **Topic:** Old Century 21 Building, 1240 Park Avenue (Offret Office Parcel)

B. **Background:** The City acquired this building and associated property (approximately 17,900 sq. ft., including the property occupied by the adjacent house - see below) in March of 1998 for about one million dollars. The building has been used as office or retail space since the 1960's. It has two stories, a full basement, and an attic totaling about 5,500 sq ft. There is some evidence that a gasoline station occupied the property until the 1940's. While there are no known environmental hazards on the property, there could be some old soil contamination on this and the Mawhinney Parcel from automobile products. The building is presently empty.

C. **Analysis:** Webb & Associates performed a structural evaluation on the building (attached) with mixed reviews. In its current condition, it does not meet code requirements for "Group B" occupancy which includes offices. However, the building is in far better condition than the dealership, and therefore one can make a better argument for rehabilitation. Webb has provided an extensive list of structural concerns and repair costs totaling $303,000 which would bring the building into code compliance. **NOTE:** This estimate does not include the cost of tenant improvements if provided by the City.

The rehabilitation described by Webb is a relatively short term product which could provide 5-7 years of useful life before additional improvements would be necessary. Occupancy would be a maximum of 30.

D. **Department Review:** This building has considerable promise (albeit with a $300,000 price tag) for useable office space either for city purposes or as rental property. For example, the main and second floors comprise about 3,123 sq.ft., which, if rented over a period of 5 years @ $15/sq.ft., could generate $234,000 in revenue. The building is also located directly across the street from the Library and Education Center and is thus particularly attractive to non-profit organizations having ties to the Ed Center.

Staff has determined that with the full utilization of the Public Works Building, and some restructuring with the Marsac Building, this building is not a high priority for city offices, but remains an acceptable option.

Staff recommends rehabilitation of this building to give it a 5-7 year lifespan as office space.

E. **Alternatives:** The City Park Master Plan presumes this building to be razed. Demolition costs would be similar to those of the dealership next door.

A. Topic: Residence @1260 Park Avenue (old Offret House)

B. Background: This is a single family, residential dwelling of less than 1,000 sq ft., adjacent and north of the Offret Office Building. It was acquired in the purchase of the office building in early 1998. It has been used as rental property for several years, though more sporadically recently. The building has one ground floor and an unfinished basement. It is presently empty.

C. Analysis: The city did not retain Webb & Associates to examine this building, relying instead on our Building Department. While the building needs work, the usefulness of the building after limited rehabilitation probably outweighs the argument to raze, at least as a practical matter. Assuming a decision to rehabilitate, it then becomes a question of the best use. The two best options are to retain the building as a residential unit (presumably affordable housing or housing for a city employee), or convert it to office uses.

The Building department found no serious defects in the house, and felt it could be rehabilitated into residential or office uses for about $10,000. Code compliance would not be burdensome. The primary problems would be ADA compliance (ramps and restrooms) for commercial uses, and bringing the basement stairs up to current standards for any occupancy.

D. Department Review: Assuming use either as a residence or an office, each option has its contingencies. While affordable housing is in high demand, and the city would be providing a benefit in this area with this house, it is only one unit. Further, as a home, the building is not particularly modern, it has no garage, is quite small, and will not bring much rental income. In the event the City decides at some point to raze the building, we would then be faced with the political consequences of removing affordable housing from the inventory. As a residence, it might be better used as transitional housing.

As office space, it would likely bring higher rents, could be shared by two small groups, lends itself well to uses without heavy in and out traffic, and is fairly easily brought into ADA compliance. It has some off street parking in the driveway and is accessible from City Park to the rear. There is some precedent for this type of conversion with the little pink house adjacent to the Park Avenue Fire Station which was formerly a fire department residence and now serves as office space.

Staff has determined that this building is not a high priority for city office space, but it is certainly an option.

The building department supports the conversion of the house to residential or office uses.

E. Alternatives: As with the other two buildings, the City Park Master Plan does not reflect the presence of this house. It could be razed in conjunction with one or more of the other buildings for little additional cost, or on its own for more cost, though much less than the other two much more substantial buildings.

ALTERNATIVES: The staff has been approached by a number of existing city tenants (mostly

Library and Education Center) and non-profit organizations seeking space or additional space. The three buildings on Park Avenue stand essentially empty and are the targets of longing eyes of local non-profits. While none of these buildings answer long term space concerns, some of the alternatives may provide short term or temporary fixes.

A. **<u>Action on the Request</u>:** The approval is for policy direction related to each of these three buildings. You may consider each building independently, or all three as a combined project. While there is no urgency to do anything with these properties, given the upcoming budget process, the continuing requests from community groups for space, and the deterioration of the buildings without maintenance, some policy direction seems appropriate given the concurrent policy questions at the Library and Education Center.

<u>SIGNIFICANT IMPACTS</u>: There will be future budgetary implications for policy decisions.

<u>CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION</u>: You have several options with respect to each building that have varying consequences. Doing nothing has the most serious consequences as public nuisances will eventually be created.

<u>RECOMMENDATION</u>:

1. Provide policy direction to raze the dealership building (1220 Park Avenue).

2. Provide policy direction as to either the process for, or the actual rehabilitation of the Offret Office Building (1240 Park Avenue) into rental office space.

3. Provide policy direction to rehabilitate the Offret house (1260 Park Avenue) and convert its use to rental office space.

PARK CITY
1884

DATE: JANUARY 8, 1999
DEPARTMENT: FACILITIES AND SPECIAL EVENTS
AUTHOR: MELISSA CAFFEY
TITLE: ALLOCATION OF AVAILABLE SPACE AT THE LIBRARY AND EDUCATION CENTER
TYPE OF ITEM: ADMINISTRATIVE

SUMMARY RECOMMENDATIONS: The City Council should establish the process for determining which tenants will receive the space becoming available at the Library and Education Center as of February 1, 1999, due to early termination of the lease and vacation of the premises by the current tenant, UVSC.

DESCRIPTION:

A. Topic: The allocation of space now available at the Library and Education Center due to the early termination of the Utah Valley State College lease.

B. Background: Utah Valley State College (UVSC) notified us that they will exercise their option to terminate their lease with the City as of January 31, 1999, six months earlier than the term of the lease. The terms of all of the Library and Education Center tenant leases are attached as Exhibit A and diagrams of this information are attached as Exhibit B.

UVSC is vacating approximately 3925 sq. ft. at the current rental rate of $65,743.75 or $16.75 per sq. ft. annually. The space includes five classroom and three smaller offices. The Park City Jewish Center is currently subleasing office space from UVSC as well as classrooms on Sunday, and has not yet secured other space to occupy as of January 31, 1999. The City has no contract with the Jewish Center, and they are not considered an Education Center tenant in terms of having a City lease and associated rights.

Our leases and the policies historically stated to each of the Education Center's existing tenants stipulate that the City has the "first" right to the use of any space in the Education Center for its own purposes. The next right belongs to the existing tenants, and then to the general public. Several local non-profits desiring space in the facility have been on a waiting list for at least five years. One of the existing tenants, Soaring Wings Montessori, believes it has first priority after the City because of a clause in its lease that is not in the U of U lease. However, it is the opinion of the Legal Department that the Soaring Wings lease states only that they have first right to the space over non-tenants.

Since the City is facing a substantial revenue shortfall as a result of the early lease termination by UVSC, several decisions, both philosophical and financial, regarding which organizations will occupy the available space should be made as soon as possible. Also, the future status of the Jewish Center currently subleasing space from UVSC should be determined.

C. Analysis: Currently, the requests for the space to be vacated by UVSC as of January 31, 1999 are as follows (attached as Exhibit C are the corresponding space request letters from the existing Education Center tenants--those of interested non-profits were excluded due to space limitations but are on file):

1) The Park City Library Board and Library staff have requested a classroom, room 209, to use as a conference room. They receive many requests for larger meeting space as their services and program offerings to the public have greatly increased. The Library staff would like a room large enough to offer activities such as book discussion groups, political discussion series, slide and video screenings. Their Board has submitted a written request for this space, and believes that this space is critical to the expansion of programs available to the public. The loss of revenue to the City if the Library occupies the requested space is approximately $15,000 or more per year based on the current rental rates for the space.

2) The University of Utah Department of Continuing Education (DCE) has requested all of the additional available space in order to meet short and long-term programming goals and to accommodate currently planned projects or programs. DCE subleases some of its space to the Park City Cooperative Preschool, which is allowed in its lease. DCE provides Community Education, "Lifelong Learning", programs for Park City residents of all ages. Our understanding is that DCE is willing to enter into a lease immediately and is willing to pay fair market rates, which will be higher than its existing rental rates. Additionally, DCE administration is attempting to add a complete computer lab immediately and may be willing to share the lab with the City's Technical Services Department. of PCMC is in need of a computer lab as well since it is losing its current lab. DCE's lease expires in 2008, and DCE is a non-profit organization.

3) Soaring Wings Montessori has requested two classrooms, rooms 310 and 313, and the adjacent office and storage rooms, but not all of the available space. This tenant has offered to meet and discuss alternatives with the City and the U of U. However, in order to meet the needs of its existing programs, Soaring Wings is currently leasing additional space at the Lutheran Church on Highway 224. It has stated that it requires at least the amount of space requested to adequately house its current programs in one location. We believe that this tenant is willing to pay fair market rates, as well. The Soaring Wings lease expires in 2002. The Soaring Wings Montessori School is a for-profit organization.

4) The Park City Jewish Center is currently leasing an office full-time, in addition to several classrooms for Sunday school, from UVSC. They were advised to seek other space immediately in order to not be in a bind as of January 31, 1999--even before UVSC made its official notification to the City. Since their lease is with UVSC, and since they were always advised that their tenancy would expire in conjunction with the expiration or termination of the UVSC lease, they are aware they have no right to the space they are subleasing. However, like

many other non-profits, they submitted a request for future space in the facility prior to UVSC's announcement of early termination. They have been advised that we would not require them to vacate until such time as Council decides how it would like to use the additional space, and new contracts have been negotiated. If they desire, they can then attempt to negotiate with other tenants for a longer term lease. It is our understanding they have begun this process. The Jewish Center Board has requested that they at be allowed to remain in their current space through June 31, 1999, since they were originally led (by UVSC) to believe that UVSC would remain through its term. They are, however, aware they have no legal right to do so. Their hope is that City Council will encourage other tenants to accommodate the request if feasible.

5) Several local non-profits have approached staff regarding any available space in the Ed Center. The organizations that have been on a waiting list for several years, some of whom may not still be interested, are: The Park City Arts Council (still interested and first on the list), Mountain Trails Foundation, PC Recycling, Utah Open Lands, The International Music Festival and, more recently, the Jewish Center.

Since existing tenants have collectively requested more space than is available, and under the assumption that they have first rights to the space, it would be prudent to simply eliminate consideration of long-term leases for the local non-profits. Surplus space in the Library and Education Center for non-tenants simply does not exist at this time. Removing them from consideration at this point would reduce the alternatives to a more manageable level. Although staff acknowledges the need for space for these important organizations, they do not have the same priority consideration for space as existing tenants..

Staff also believes that making an immediate decision regarding the Library's request for space would also lessen the complexity of the process. Although a revenue shortfall would be inherent in granting the Library the additional space, philosophical concerns and public benefit might outweigh these financial concerns.

The criteria for deciding among existing tenants could include: price; willingness to share space; community benefits; and, length of lease.

D. <u>Department Review</u>: Facilities and Special Events, Legal, and Administration

<u>ALTERNATIVES</u>:

Issue #1: Library Use.

Alternative 1): Grant the request for space.

Alternative 2): Deny the request for space.

Alternative 3): Deny the request for space, but reduce rights for limited use of the space in lease to another tenant(s).

Alternative 4): Continue the decision pending additional information

Issue #2: Allocation Among Existing Tenants.

Alternative 1): Council could establish criteria for allocation of space and following the same decision making options outlined in Issue #1.

Alternative 2): Council could direct staff to request sealed bids for the remaining space, then make decisions based solely on price/revenues.

Alternative 3): Direct staff to include (or not) the Jewish Center's request to occupy some of the old UVSC space until June 30, 1999 irrespective of other decisions.

Alternative 4): Continue decision making process pending further information.

Issue #3: Potential Olympic Uses.

In accordance with Council prior direction, any new leases would entitle the city access to publicly owned space during the 2002 Winter Olympics.

<u>SIGNIFICANT IMPACTS</u>: Significant impacts to consider include: honoring necessary commitments; revenue generation; community benefit; efficient use of finite space; and timeliness of decisions.

<u>CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION</u>: The longer these decisions are postponed, the revenue shortfall. Delay prevents those requesting space to plan for their organizations.

<u>RECOMMENDATION</u>: Staff recommends that Council direct staff on the following issues:

1) Council affirm or deny the assumption that staff and Council should base its decision on the existing policies of first right of refusal.

2) Council should decide about the Library's request for space.

3) Council should decide how it would like to proceed with consideration of the requests from Soaring Wings Montessori School and U of U DCE.

4) Council should establish criteria for allocating space.

5) Council should decide what to do about the Park City Jewish Center currently occupying the UVSC space.

EXHIBIT A
Library and Education Center
Tenant Lease Information:
Utah Valley State College
University of Utah, DCE
Soaring Wings Montessori

UVSC:

Square Feet: 3925 Total @ $16.75 per square foot annually
Initial Annual Rent: $65,743.75 (from the two-year renewal beginning July 1, 1997)
Payments: 12 monthly payments of $5478.64

Rooms: Multi Purpose Room	877sf	2nd floor
Kitchen/Teaching Lab	587 sf	2nd floor
Vending Corridor	162 sf	2nd floor
Multi Media Center	877 sf	3rd floor
Computer Lab	587 sf	3rd floor
Office Space	124 sf	3rd floor
Office Space	124 sf	3rd floor
Computer Lab	587 sf	3rd floor
	3925 total square feet	

Terms of Lease: Two (2) years commencing on July 1, 1997 and ending June 30, 1999 unless early termination occurs. In this case, UVSC chose to terminate the lease early and will be vacating the building no later than January 31, 1999.
Total Rent Paid to Date for FY98-99: $38,350.48
Shortfall Revenues: For FY 1998-99 approximately $27,393.27

University of Utah:

Square Feet: 5440 total @ $11.75 per square foot annually
Initial Annual Rent: $63,920.00
Payments: 12 monthly payments of $5327.00
Terms of Lease: One term of five (5) years beginning Feb.1, 1993 and running through Jan, 1998 and five (5) terms of two (2) years each at the tenants option. The lease shall automatically renew for each successive two (2) year term unless tenant notifies the landlord 180 days prior to the expiration of any lease term of its intention not to renew. Unless tenant does not renew, lease expires Jan. 31, 2008.
Rental Adjustment: Rent will increase at the beginning of each new term by one (1) dollar per square foot.

Soaring Wings Montessori:

Square Feet: 2000 total

Initial Annual Rent: $25,500.00

Payments: 12 monthly payments of $2125.00

Rental Adjustment: The rent shall increase by 8% at the beginning of each new term

Commencing January 1, 1993	$2125.00/month
Commencing January 1, 1997	$2292.00/month
Commencing January 1, 1999	$2458.00/month
Commencing January 1, 2001	$2625.00/month

Terms of Lease: One term of four (4) years beginning January 1, 1993 running through December 31, 1996 and three (3) terms of two (2)years each at the tenants option. The lease shall automatically renew for each successive two year term unless the tenant notifies the landlord 180 days prior to the expiration of any lease of its intention not to renew. Unless tenant does not renew, lease expires December 31, 2002.

EXHIBIT B

FLOOR PLANS, SIZE AND TENANT INFORMATION, 2ND AND 3RD FLOORS
PARK CITY LIBRARY AND EDUCATION CENTER

EXHIBIT C

LETTERS OF REQUEST FOR AVAILABLE SPACE FROM EXISTING LIBRARY AND EDUCATION CENTER TENANTS

Exhibit B
Library and Education Center
3rd Floor

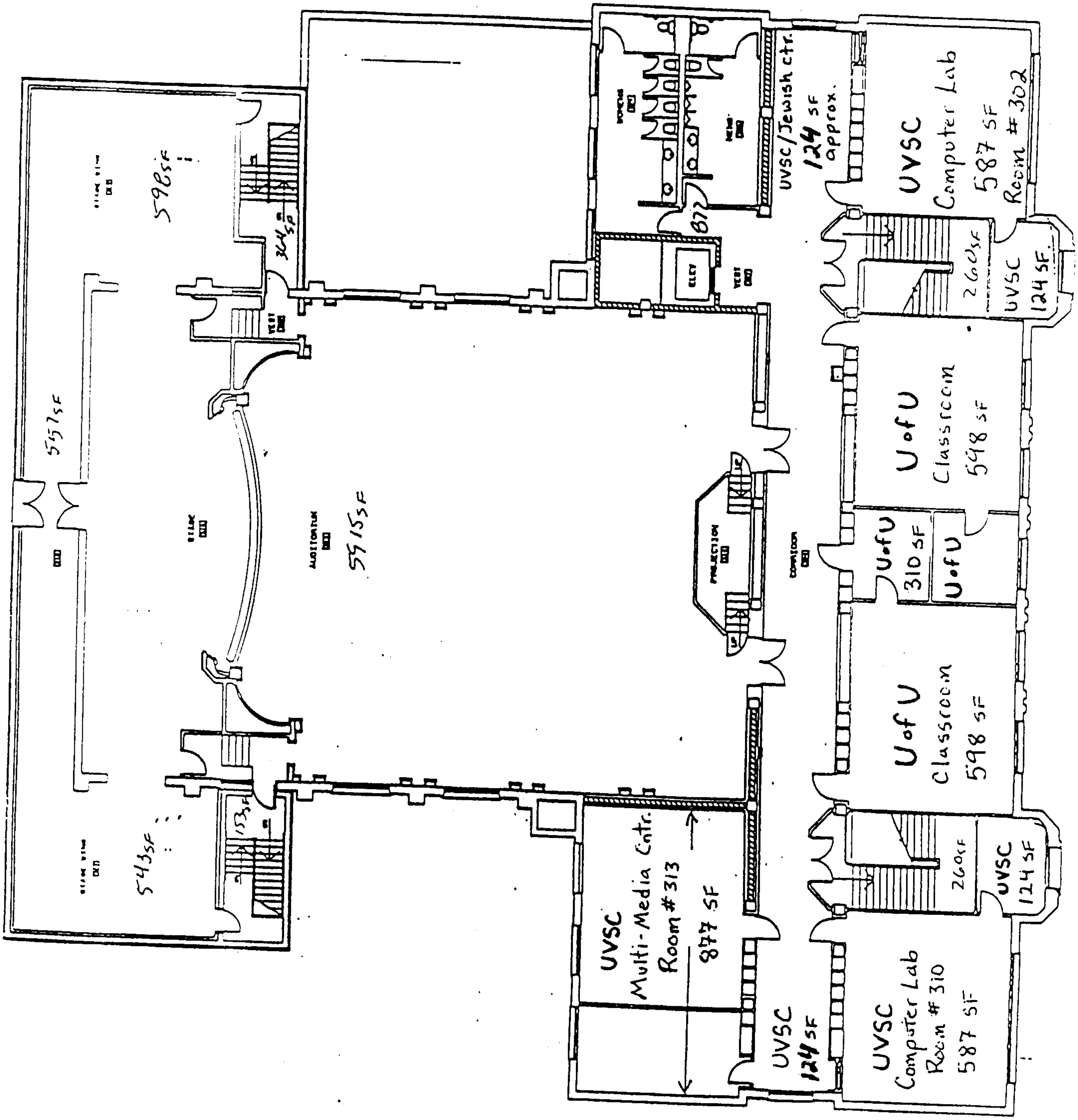
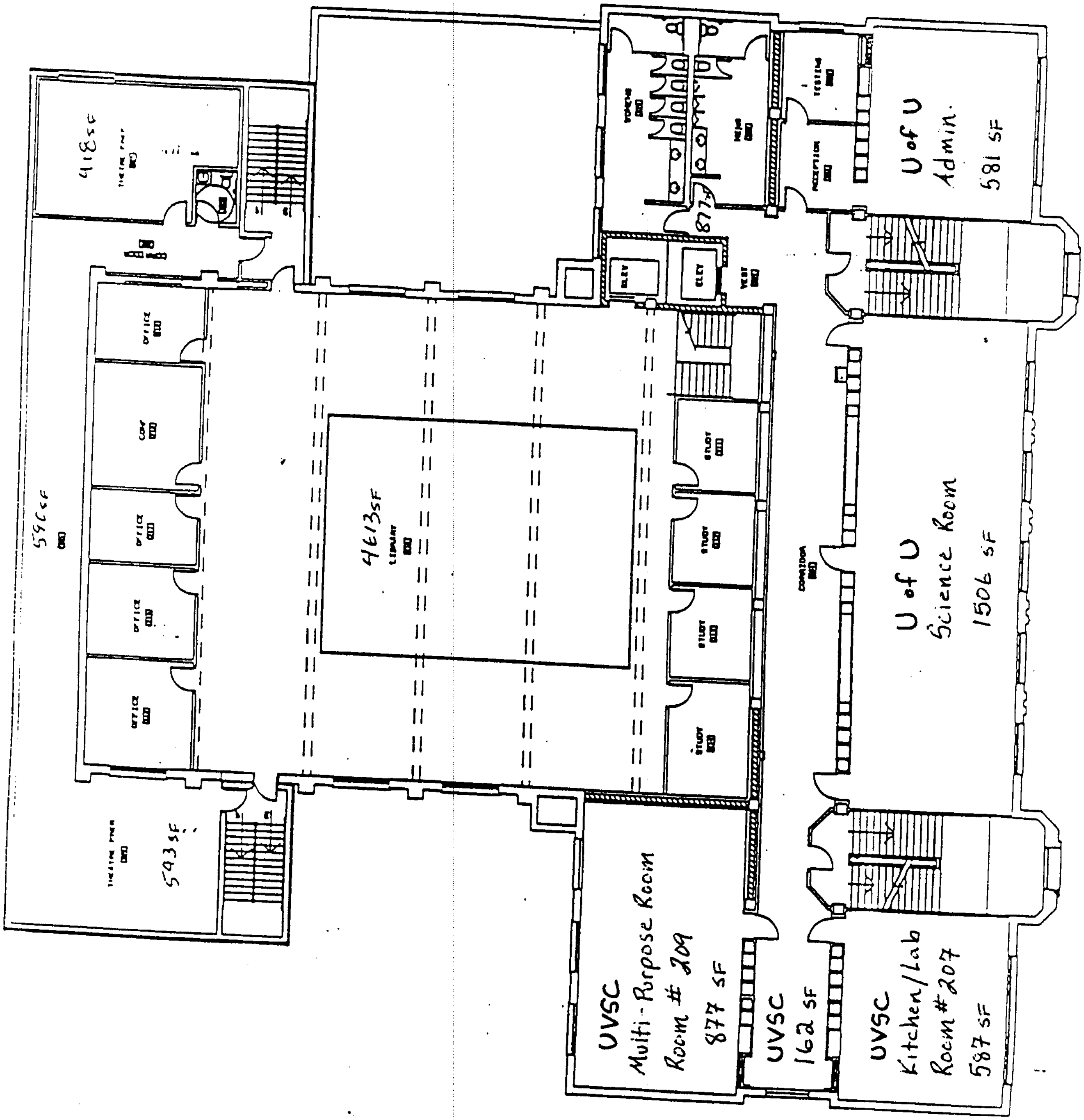


Exhibit B
Library and Education Center
2nd Floor



PARK
CITY
LIBRARY
1255 Park Avenue
P.O. Box 668
Park City, Utah 84060
435-615-5600
435-615-4903 Fax

Exhibit C

November 12, 1998

Toby Ross, City Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

Dear Toby,

The Park City Library Board requests that room 209 in the Library and Education Center be made part of the Library space as soon as Utah State Valley College vacates their lease in January of 1999. The Board feels strongly that the Library needs a large conference or meeting room to accommodate their growing programs and activities.

Increasing the Library's presence in the Library and Education building is an idea that has been contemplated since the building was renovated in 1993. As a result of the continued and ever-increasing financial support from our Friends of the Library as well as individual donors, the Library has greatly expanded its service offerings over the past few years. Given this strong public financial support, it makes sense to increase the Library's space in the building. The fact that the Library is staffed 4 evenings a week as well as weekends is an asset. The Library also has overhead and slide projectors and screens which would be available for use in a larger conference/meeting room.

Thank you for your consideration of our request, and we look forward to hearing from you.

Sincerely,

Carolyn B. Meyer

Carolyn Meyer, Library Board Chair

Barbara J. Fontaine
Barbara Fontaine

Lani Furr
Lani Furr

Carol Larson
Carol Larson

Mark Maziarz
Mark Maziarz

Frank Normile

Marydee Ojala
Marydee Ojala

Exhibit C

THE UNIVERSITY OF UTAH

December 8, 1998

Mayor Brad Olch
P.O. Box 1480
Park City, Utah 84060

Dear Brad:

On behalf of the University of Utah, I am formally requesting that our Outreach and Continuing Education unit be given an opportunity to lease any additional space resulting from UVSC terminating their lease or any other space which becomes available in the Park City Education Center as a result of tenants leaving.

When we collectively envisioned, years ago, what the Park City Education Center might become, we all valued and supported a unique partnership between the city, the library, the university, and other "educational" enterprises such as UVSC. With the departure of UVSC, we have an opportunity to reaffirm our common commitment to a community center anchored in educational programs.

The University of Utah has enjoyed an uninterrupted period of growth and excellent relations with the library, the city, its residents, and the many constituencies. The U of U/Park City connection is over 25 years old. This fall semester had over 300 students registered in 24 credit classes and more than 350 students registered in 30 noncredit classes. Seventy percent of our U of U courses are offered in the evening to accommodate the busy schedules of the population being served. We have also increased the number of morning and daytime classes as Park City's traditional college age population has grown in recent years. Some of the more successful programs unique to Park City include those courses that take advantage of Park City's historical, recreational, and geographical environment.

The Park City/U of U needs additional space to continue to grow and expand credit programs including a new emphasis on lower division and general education requirements for undergraduates. We anticipate that this will be very attractive to both the Park City and Summit County undergraduates now driving down to the main campus each day. We intend to offer summer educational institutes for teachers and administrators. Our Lifelong Learning courses have enjoyed enormous success with over 70 not-for-credit classes offered this semester. We have a major expansion underway in this area for the coming year.

Division of Continuing Education
Office of the Dean
1202 Annex Building
Salt Lake City, Utah 84112
(801) 581-7838

We have submitted a grant to the National Science Foundation for the creation of a Theoretical Chemistry Institute to be located in our expanded space in the Park City Education Center. This institute has the potential of bringing scientists from around the U.S. (and the world) to Park City to do their research and teaching. We will need approximately 3000 square feet for this entity alone. By the end of the year, we will have a fully functional computer lab available to students. In early 1999, we are initiating an electronic reserve reading service for U of U students in Park City. The list goes on and on................

As I understand it, with UVSC moving out, there is somewhere in the neighborhood of 6000 square feet available. My intention when we created our partnership years ago was to establish the Park City/U of U, along with the Park City Library, as the anchor tenant for the Park City Education Center. We now have the opportune combination of program plans, customer demands, and the space becoming available.

We, at the U of U, would like the opportunity to acquire all of this space. We need to continue to grow and expand our undergraduate credit offerings, our general education classes, specialty minors and majors (i.e., recreation, tourism, leisure studies, etc.), noncredit classes of all varieties, special workshops, institutes, and conferences, and potentially, a unique research and teaching unit in the Theoretical Chemistry Institute. At present we are functionally out of space.

I encourage the Park City decision-makers to continue to invest in the Park City/U of U connection in this modest way.

If I can be of any further help as an advocate for the Park City/U of U space needs, please let me know. I will give you a call shortly to follow up. Perhaps we can get together for lunch. It has been far too long since we've talked, and, at least for me, life continues to be both interesting and complicated on all fronts. Take care and I look forward to visiting with you.

Rick Rick

Exhibit C

Soaring Wings Montessori School

education for peace since 1987

Melissa Call
Park City Municipal Corporation
POB 1480
Park City, Utah 84060-1480

August 14, 1998

Dear Melissa,

I am writing this letter as a follow up to our telephone conversation yesterday. As I mentioned, Barbara von Diether has informed us that UVSC will be vacating their space in the Park City Library and Education Center building when their lease expires June, 99.

Our lease contains the following clause:

> 24. Available Space. If additional space becomes available in the CW Building, Tenant shall be offered that space in the CW Building before making it available to non-tenants. The Landlord reserves the right to use space that becomes available...

The U of U lease does not contain this clause.

We interpret this to mean that after PCMC takes the space it needs, SWMS has first option on the remaining space.

We are particularly interested in rooms #310, #313, the office in between and the storage room attached to room #310. Please keep us informed of the steps and timing necessary to complete this negotiation.

Sincerely,

Bruce

Bruce W. King, MEd
Director

xc: Toby Ross/Jodi Hoffman/Frank Bell

P.O. Box 682384
Park City, Utah 84068
435/ 649-3626

P.O. Box 1197
Moab, Utah 84532
435/ 259-4803

Soaring Wings Montessori School

education for peace since 1987

Park City Municipal Corporation
POB 1480
Park City, Utah 84060

January 10, 1999

Dear City Council & staff,

Re: Surplus space in the Park City Library & Education Center building

Several years ago when the restoration of this beautiful building began, we requested five classrooms and an office to accommodate the growth of our school up to our maximum size of 100 students; we were allowed three classrooms. After the building opened it soon became apparent that UVSC was not very successful in Park City so when we really needed the additional space, we made temporary arrangements with Shepherd of the Mountains Lutheran Church and have been waiting patiently for the inevitable departure of UVSC. Now that they have gone, we would like to formally request additional space in the building so that we can move our elementary program and offices back into town.

UVSC has vacated four offices and five classrooms; we understand that the library would like room #209 and that we and the UofU are contenders for the remaining space. Soaring Wings would like rooms #310, 313, the office in between and the storage room attached to room #310; this space is equivalent to what we are currently using at the church. This would leave three offices and two classrooms for the UofU. They could move their offices out of room #201 and end up with three additional classrooms. This seems like an equitable arrangement; however, we would like to share some additional thoughts and information to aid in your decision.

Technical Considerations

Our lease contains a clause which gives us first right to surplus space ahead of non-tenants. The UofU lease does not contain this clause; therefore from strictly a legal standpoint, it would seem that the UofU does not have any more right to surplus space than a non-tenant; whereas, Soaring Wings clearly does have this priority right.

The UofU can and does use Park City School District space; this option is not available to Soaring Wings.

We understand that the Park City School District is restarting their adult continuing education program; in light of this, will the UofU space needs really be that great?

The UofU sub-leases a portion of their space. All tenants have this right; however, is it appropriate to give a tenant additional space when they are sub-leasing or not utilizing what they already have? Our classrooms are fully utilized by Soaring Wings students every school day.

The Human Side

It has been mentioned that you may consider accepting sealed bids for the surplus space. Soaring Wings is a just small school of 100 students and cannot possibly outbid the University of Utah.

Soaring Wings is not a huge, faceless institution; Duna and Bruce are Soaring Wings. Most of you know us or of us, we know you and many of us live in the same neighborhood. We hope that the fact we are locals with a twelve year history of positive contributions to the community will play a role in your wise decisions.

If you would like additional information on Soaring Wings Montessori School, please visit our website at www.soaringwings.org.

Sincerely,

Duna Strachan
Directress/Owner

Bruce W. King, MEd
Director/Owner

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: **January 7, 1999 (January 14, 1999 meeting)**
DEPARTMENT: **Planning Department**
TITLE: **1266-1274 Park Avenue Plat Amendment extension request**
TYPE OF ITEM: **Administrative**

SUMMARY RECOMMENDATIONS: Approve as conditioned.

DESCRIPTION:

A. Topic

PROJECT STATISTICS

Applicant:	Sue and Gary Boyle
Location:	1266 and 1274 Park Avenue
Proposal:	Plat amendment approval extension
Zoning:	RM, Residential Medium Density
Adjacent Land Uses:	City Park, single family houses
Project Planner:	Kirsten A. Whetstone, AICP

B. Background

On December 18, 1997, the City Council approved with conditions a plat amendment request to combine twelve whole lots and two half lots in Block 57 of the Snyder's Addition into a single development parcel. There are two historic structures on the property, at 1266 and 1274 Park Avenue. These two structures are owned by the Boyles and Fisher families. The families also own the associated 12 contiguous lots plus 2 partial lots with frontage on both Park Avenue and Sullivan Road. The families propose to retain the two historic structures and construct two new cottages (one duplex and a detached single family house) behind the existing houses. The property is to be held in common ownership to function as a family operated "bed and breakfast inn" of small cottages.

The property is located in the RM, Medium Density, zoning district. On December 2, 1998 the Planning Commission forwarded a recommendation to the City Council to rezone this property to HRM, Historic Medium Density. The City Council has not acted on this rezoning recommendation at this time.

Conditions of Council's December 18, 1997 approval included, among other items, a requirement that facade easement agreements for the historic structures be recorded at the time of plat recordation.

Council's approval also included a one year expiration date of the approval and plat. The original approval expired on December 18, 1998. Due to uncertainty with the proposed re-zoning and Land Management Code amendments, the applicant is requesting a one year extension to December 18, 1999. The applicant is working with an architect on plans for both additions to the historic structures and the new structures. Before signing the facade easement agreement the applicant requested of the Planning Commission and staff that a description of allowed modifications to the structures be included in the agreement. Until the applicants know with more certainty what the zoning and design parameters will be they are unable to finalize details of the facade agreement or a site plan for this property.

C. Analysis

Staff reviewed the proposed extension request for compliance with the Land Management Code, Sections 7.8 (RM Zoning District), Section 15 (Subdivision regulations), and Section 1.22 (Plat approval). There have been no amendments to applicable chapters of the Land Management Code since the December 18, 1997 approval date which would render the previous approval invalid. The extensive conditions of approval are consistent with the proposed Land Management Code amendments (December 2, 1998). Staff believes the extension request is reasonable and recordation of the 1266 and 1274 Park Avenue plat amendment is in the best interest of the City, for two primary reasons.

1. The approved plat includes facade easement agreements for the historic structures. The structures are historically significant and additions to them require careful review to ensure that the historic value of the existing houses are not diminished. The applicant needs additional time to perfect the design of proposed additions and to incorporate the Historic District Commission's input, prior to finalizing the facade easement agreements.

2. The plat results in an overall reduction in allowable density for this property.

D. Noticing

Notice of the petition for an extension was advertised in the **Park Record** on January 13, 1999 as a consent agenda item. Notice of the extension request was posted on January 11, 1999.

ALTERNATIVES:

A. Approve the extension request, thereby extending the expiration date for twelve additional months, to December 18, 1999.

B. Deny the extension request, thereby, causing the 1266 and 1274 Park Avenue plat amendment of December 18, 1997 to expire.

SIGNIFICANT IMPACTS:

The extension allows the applicant time to incorporate provisions of the proposed re-zoning into the site plan. It allows City Staff additional time to work with the applicant on acceptable designs for an addition to the historic structures and to incorporate those design parameters into the written facade easement agreements.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the extension is not granted, development under the requirements of the strictest of the current RM zoning district and the proposed HRM zoning district may be proposed for this site as individual lots. Historic District design review is not required for new structures in the RM unless specifically conditioned as part of a CUP, MPD, or plat as was the case with this approved plat. In the proposed HRM zone, projects will be reviewed for compliance with the Historic District Design Guidelines with approval by the Historic District Commission.

RECOMMENDATION:

Staff recommends the City Council approve this extension request based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. The proposed extension request was reviewed for compliance with the current Land Management Code, Sections 7.8 (RM Zoning District), Section 15 (Subdivision regulations), and Section 1.22 (Plat approval). The request was also reviewed for compliance with the proposed Land Management Code revisions (December 2, 1998).
2. The original approval expired on December 18, 1998. The applicant submitted an extension request on November 20, 1998 to extend approval to December 18, 1999.
3. The applicant stipulates to all conditions of approval.
4. There have been no amendments to applicable Chapters of the Land Management Code since the December 18, 1997 approval date which render the previous plat amendment approval invalid.
5. The structures at 1266 and 1274 Park Avenue are historically significant and additions to the structures require careful review to ensure that the historic value of the existing houses is not diminished.
6. The approved plat amendment results in a reduction in the underlying density of the property.

Conclusions of Law:

1. The plat as submitted and reviewed by the City Council on December 18, 1997 complies with the Land Management Code, Sections 1.22- Plat Approval, Section 7.8- RM, Residential Medium Density District, and Section 15- Subdivision Regulations.
2. The plat as submitted and reviewed by the Council complies with the revised Land Management Code, Sections 1.11c Plat Amendments/Subdivisions and Section 7.4 HRM, Historic Residential Medium Density.
3. The extension request is reasonable.
4. It is in the best interest of the City to approve the extension request to facilitate recordation of a plat which includes provisions for preservation of historic structures and a reduction in the overall density of the site.

Conditions of Approval:

1. The City Council conditions of approval for the 1266 and 1274 Park Avenue plat amendment, dated December 18, 1997, are in full force and effect.
2. All Standard Project Conditions shall apply.
3. Receipt and approval of a Construction Mitigation Plan (CMP) by the Community Development Department is a condition precedent to the issuance of a building permit. The

plan shall address staging, material storage, construction time lines, special signs, parking, fencing, temporary lighting, and any other construction-related details to the satisfaction of the Community Development Department.

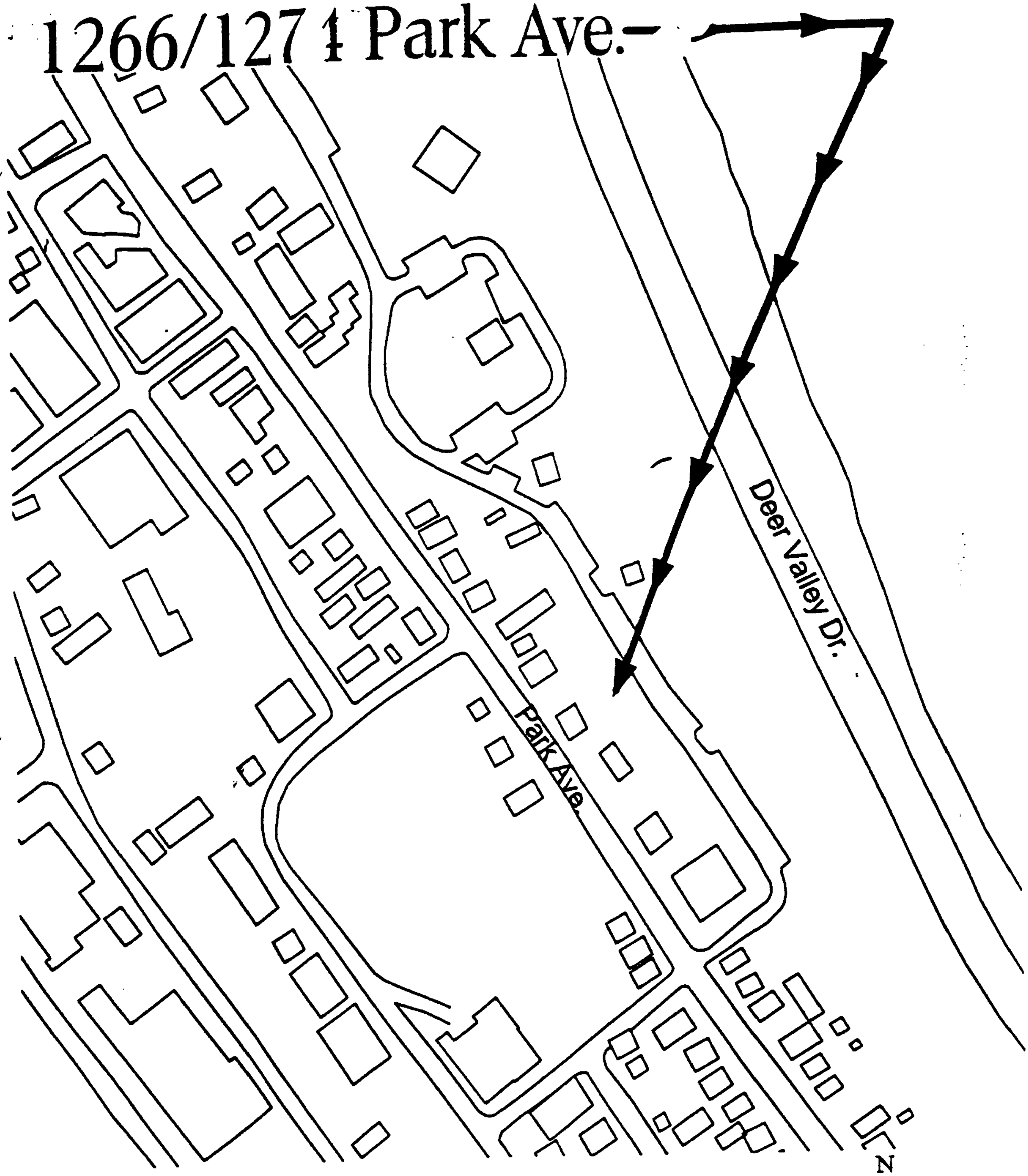
4. Any changes or modifications affecting the original plat approval shall require Planning Commission review and approval with final approval by the City Council.
5. The new expiration date for the 1266 and 1274 Park Avenue plat amendment is December 18, 1999.

EXHIBITS:

Exhibit A - Location map
Exhibit B - Subdivision Plat
Exhibit C - Conditions of City Council's December 18, 1997 approval.

M:\CDD\KAW\CC\CC99\PRK1266.EXT

1266/1274 Park Ave.



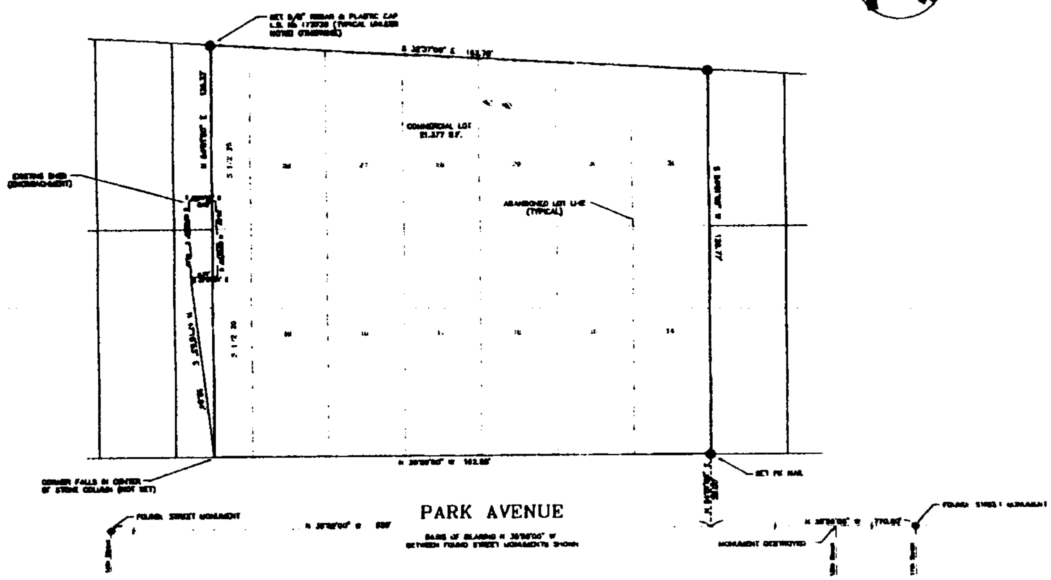
PARK CITY
1884

Vicinity Map
Exhibit "A"

EXHIBIT B

BOYLE PROPERTY PLAT AMENDMENT

LOTS 14 THRU 19, 26 THRU 31 AND THE SOUTH HALF OF LOTS 20 & 25,
BLOCK 57, SNYDERS ADDITION TO PARK CITY
LYING WITHIN THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN.
SUMMIT COUNTY, UTAH



LEGAL DESCRIPTION

OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGMENT

NOTE:

RECEIVED
DEC 15
PARK CITY
PLANNING DEPT.

SCALE: 1"=20'

0 20 40 60 80

53

CITY COUNCIL APPROVAL	CITY ENGINEER	CITY PLANNING COMMISSION	SEWER DISTRICT APPROVAL	APPROVAL AS TO FORM	RECORDED
PRESENTED TO THE BOARD OF ______ CITY COUNCIL THIS ____ DAY OF ____ A.D. 19__ AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED. MAYOR ______ CITY RECORDER	APPROVED AND ACCEPTED BY THE ______ CITY ENGINEERING DEPARTMENT ON THIS ____ DAY OF ______ A.D. 19__ ______ CITY ENGINEER	APPROVED AND ACCEPTED BY THE ______ CITY PLANNING COMMISSION ON THIS DAY OF ______ A.D. 19__ ______ CHAIRMAN	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS ____ DAY OF ______ A.D. ______ S.B.S.I.D.	APPROVED AS TO FORM ON THIS DAY OF ______ A.D. 19__ ______ CITY ATTORNEY	Nº ______ STATE OF ______ COUNTY OF ______ RECORDED AND FILED AT THE REQUEST OF: ______ COUNTY RECORDER

THE JACK JOHNSON COMPANY
1777 Sun Peak Dr. • Park City, Utah 84098
(801) 649-9000 • fax (801) 649-1620

Ordinance No. 97-

AN ORDINANCE APPROVING A PLAT AMENDMENT TO THE SNYDER'S ADDITION TO THE PARK CITY SURVEY TO COMBINE LOTS 14-19, 26-31, AND THE SOUTH HALF OF LOTS 20 AND 25 OF BLOCK 57, LOCATED AT 1266 AND 1274 PARK AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property known as 1266 and 1274 Park Avenue petitioned the City Council for approval of a revision to the Snyder's Addition to the Park City Survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on October 8, 1997, to receive input on the proposed plat amendment; and

WHEREAS, the Planning Commission, on November 12, 1997, forwarded a positive recommendation to the City Council; and

WHEREAS, on December 18, 1997, the City Council held a public hearing to receive input on the proposed plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed plat amendment as conditioned.

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 property is located in the RM, Residential Medium Density, zoning district.

2. There are two existing structures on this property. The two structures at 1266 Park Avenue and 1274 Park Avenue were determined historically significant by the Historic District Commission on October 14, 1996. The two historic structures contribute to the historic street scape along Park Avenue, which is the entry corridor to the Park City Historic District.

3. Historic structures are a valuable asset which contribute to the distinct character of the Park City community. It is desirable for new construction in the vicinity of historic homes to be compatible with the mass, scale, and architecture of the Park City Historic District.

EXHIBIT C

4. There are several significant trees on the property. There is a well vegetated open yard area between the two historic structures which contributes positively to the historic residential character of the Park Avenue street scape.

5. The proposed plat amendment will combine twelve platted lots and two platted half lots into one parcel for the purposes of construction of one additional single family structure and one duplex structure to be commonly owned with the existing structures under one family, entity, or corporation. A condominium plat would be required in the future if individual ownership of the structures is desired. The property subject to this plat amendment consists of approximately 0.49 acres.

6. An existing shed encroaches by approximately one foot on the far north property line behind the existing structure at 1274 Park Avenue.

7. The proposed plat amendment and associated development plans reduce the potential density on Park Avenue by creating one lot for five units instead of allowing potential development of the nine vacant lots, or the potential development of a total of 14 multi-family units under the RM District requirements.

8. This plat amendment is associated with specific development plans submitted for approval by the Planning Commission on November 12, 1997, including a site plan for unit layout, access and circulation; a utility plan for location of utilities; a construction mitigation plan for mitigation of construction disturbance and protection of existing vegetation during construction; and a preliminary landscape plan.

9. 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.

10. This property has frontage on platted Eastern Avenue, which is currently overlapped by Sullivan Road. Sullivan Road is an access driveway for the use of City Park. This property fronts onto Sullivan Road at the south end of City Park where daily recreational use is less intensive than the daily use of the central and north sections of City Park. The area of Sullivan Road adjacent to this property is paved with a sidewalk on the east side and striped for overflow parking for City Park and Park City Education Center activities.

11. The existing house at 1274 Park Avenue does not have a driveway to Park Avenue and has been allowed to use a driveway off of Sullivan Road for access.

12. The existing house at 1266 Park Avenue has used a driveway off of Park Avenue for historical access.

13. A paved public pedestrian connection between Sullivan Road and Park Avenue exists along the south property line of the property immediately adjacent to the south property line of subject property.

14. There is an existing 5' concrete paved sidewalk along the Park Avenue frontage which connects to 5' concrete paved sidewalks along the adjacent properties to the north and south.

15. Construction activity on this property will have impacts on Park Avenue, Sullivan Road, City Park, and the adjacent properties.

16. The applicant agrees to comply with the conditions of approval.

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

SECTION 3. PLAT APPROVAL. The plat amendment to combine Lots 14-19, 26-31, and the south half of Lots 20 and 25, Block 57, Snyder's Addition to the Park City Survey, known as 1266 and 1274 Park Avenue Replat, is approved as shown on Exhibit A, with the following conditions:

1. City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval is a condition precedent to plat recordation.

2. All standard project conditions shall apply.

3. 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.

4. All associated development plans, including the site plan, utility plan, and construction mitigation plan as submitted to and reviewed by the Planning Commission on November 12, 1997, shall be referred to, by note on the plat, as the development plans approved in association with the subject plat approval.

5. There shall be a note on the plat, and a Grant of Easement, in a form approved by the City Attorney and Community Development Department, granting facade easements for both 1266 and 1274 Park Avenue as a condition precedent to plat recordation.

6. Any future additions to the existing historic structures shall be consistent with requirements stated in the recorded facade easement and shall be reviewed and approved by the Historic

District Commission prior to issuance of any building permits. A note shall be added to the plat indicating the following: 1) All new construction shall be reviewed and approved by the Historic District Commission prior to issuance of any building permits. 2) All new construction shall be compatible with the design and character of the existing structures and the historic rhythm and scale of Park Avenue. 3) Porch elements facing Sullivan Road shall be incorporated into the designs to be reviewed by the Historic District Commission.

7. The shed encroachment behind the 1274 Park Avenue house shall be resolved by the applicant prior to recording of the plat, either by dedication of an easement, relocation of the shed, or by other means acceptable to the City Attorney.

8. Any significant changes to the development plans associated with this plat amendment, as determined by the Community Development Director, including the site plan, utility plan, and construction mitigation plan, shall be reviewed and approved by the Planning Commission. The construction mitigation plan must outline specific measures to be undertaken during construction to preserve all existing vegetation identified on the site plan.

9. The final 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.

10. A building permit for construction of new buildings, including excavation permits, or major renovations of the existing buildings on the subject property may not be issued until this plat amendment is recorded.

11. Prior to issuance of any building permits for the new buildings or major renovations of the existing buildings, the applicant shall submit to the City for review and approval a final landscape plan, consistent with the construction mitigation plan and utility plan, showing how the site will be re-vegetated and landscaped. A landscape guarantee will be collected at the time of building permit issuance in conformance with standard City requirements.

12. Prior to issuance of any building permits the applicant shall comply with all requirements of the UBC and Fire Codes in effect at the time of building permit application. A note shall be added to the plat indicating that modified 13-D residential fire sprinkler systems are required.

13. The City Engineer shall review and approve appropriate grading, utility, public improvements, and drainage plans for compliance with City Standards as a condition precedent to permit issuance.

ACTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.
PASSED AND ADOPTED this 18th day of December, 1997.

PARK CITY MUNICIPAL CORPORATION

____

Bradley A. Olch, MAYOR

ATTEST:

____

Jan Scott, City Recorder

APPROVED AS TO FORM:

____

Mark Harrington, Deputy City Attorney

M:\CDD\KAW\CC97\1266PRK.ORD

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: **January 7, 1999 (January 14, 1999 meeting)**
DEPARTMENT: **Planning Department**
TITLE: **1503 Park Avenue Hulbert-Holler Subdivision extension request**
TYPE OF ITEM: **Administrative**

SUMMARY RECOMMENDATIONS: Approve as conditioned.

DESCRIPTION:

A. Topic

PROJECT STATISTICS

Applicant:	Dennis Hulbert
Location:	1503 Park Avenue
Proposal:	Subdivision approval extension
Zoning:	RM, Residential Medium Density
Adjacent Land Uses:	Condominiums, Texaco service station, 7-11
Project Planner:	Kirsten A. Whetstone, AICP

B. Background

On January 9, 1997, the City Council approved with conditions a request for a two lot subdivision of a 16,074 sq. ft. parcel located at 1503 Park Avenue. Part of this parcel (6,010 sq. ft.) is unplatted, paved 15th Street. The approved subdivision plat dedicates to the City that portion of 15th Street. The applicant intends to construct an addition to the historic structure and a duplex on the second lot. The property is located in the RM, Medium Density, zoning district. On December 2, 1998 the Planning Commission forwarded a recommendation to the City Council to rezone this property to RC, Recreation Commercial. The City Council has not acted on this rezoning recommendation at this time.

Conditions of Council's January 9, 1997 approval included, among other items, a requirement for a facade easement agreement for the historic structure to be recorded at the time of plat recordation. Council's approval also included a one year expiration date of the approval and plat. The original approval expired on January 6, 1998. On February 26, 1998 the City Council granted an extension to January 6, 1999. Due to uncertainty with the proposed re-zoning and Land Management Code amendments, the applicant is requesting a second one year extension to January 6, 2000. The applicant is working with a designer on plans for both an addition to the historic structure and the proposed duplex. Before signing the facade easement agreement the applicant requested of the

Planning Commission and staff that a description of allowed modifications to the structure be included in the agreement. Until the applicant knows what the zoning and design parameters will be he is unable to finalize details of the facade agreement or a site plan for this property.

C. Analysis

Staff reviewed the proposed extension request for compliance with the Land Management Code, Sections 7.8 (RM Zoning District), Section 15 (Subdivision regulations), and Section 1.22 (Plat approval). There have been no amendments to applicable chapters of the Land Management Code since the January 6, 1997 approval date which would render the previous approval invalid. The extensive conditions of approval are consistent with the proposed Land Management Code amendments (December 2, 1998). Staff believes the extension request is reasonable and recordation of the 1503 Park Avenue Subdivision plat is in the best interest of the City, for two primary reasons.

1. The structure at 1503 Park Avenue is historically significant and additions to the structure require careful review to ensure that the historic value of the existing house is not diminished. The applicant needs additional time to perfect the design of proposed additions and to incorporate the Historic District Commission's input, prior to finalizing the facade easement agreement.

2. The approved plat includes dedication of 15th Street to the City.

D. Noticing

Notice of the petition for an extension was advertised in the **Park Record** on January 13, 1999 as a consent agenda item. Notice of the extension request was posted on January 11, 1999.

ALTERNATIVES:

A. Approve the extension request, thereby extending the expiration date for twelve additional months, to January 6, 2000.

B. Deny the extension request, thereby, causing the Hulbert-Holler Subdivision plat of January 6, 1997 to expire.

SIGNIFICANT IMPACTS:

The extension allows the applicant time to incorporate provisions of the proposed re-zoning into the site plan. It allows City Staff additional time to work with the applicant on acceptable designs for an addition to the historic structure at 1503 Park Avenue and to incorporate those design parameters into a written facade easement agreement. Working out an acceptable facade easement agreement is in the City's best interest in that the design and extent of additions to 1503 can be clearly articulated and recorded. It is also of interest to the City to record this subdivision plat due to the dedication of 15th Street and the provision for Historic District Design review of the new structure.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the extension is not granted, development under the requirements of the strictest of the current RM zoning district and the proposed RC zoning district may be proposed for this site as a single parcel:

Historic District design review is not required for new structures in the RM unless specifically conditioned as part of a CUP, MPD, or plat as was the case with this approved subdivision plat. In the proposed RC zone, single family or duplex dwellings near sensitive historic areas projects shall be reviewed for compatibility with the Historic District Design Guidelines.

RECOMMENDATION:

Staff recommends the City Council approve this extension request based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The proposed extension request was reviewed for compliance with the current Land Management Code, Sections 7.8 (RM Zoning District), Section 15 (Subdivision regulations), and Section 1.22 (Plat approval). The request was also reviewed for compliance with the proposed Land Management Code revisions (December 2, 1998).
2. The original approval expired on January 6, 1998 and a prior extension was granted to January 6, 1999. The applicant submitted an extension request on December 21, 1998 to extend approval to January 6, 2000.
3. The applicant stipulates to all conditions of approval.
4. There have been no amendments to applicable Chapters of the Land Management Code since the January 6, 1997 approval date which render the previous subdivision approval invalid.
5. The structure at 1503 Park Avenue is historically significant and additions to the structure require careful review to ensure that the historic value of the existing house is not diminished.
6. The approved plat includes dedication of 15th Street to the City.

Conclusions of Law:

1. The plat as submitted and reviewed by the Planning Commission on November 20, 1996 comply with the Land Management Code, Sections 1.22- Plat Approval, Section 7.8- RM, Residential Medium Density District, and Section 15- Subdivision Regulations.
2. The plat as submitted and reviewed by the Planning Commission comply with the revised Land Management Code, Sections 1.11c Plat Amendments/Subdivisions and Section 7.15 RC, Recreation Commercial District.
3. The extension request is reasonable.
4. It is in the best interest of the City to approve the extension request to facilitate recordation of a plat which includes beneficial dedication of right-of-way and provisions for preservation of an historic structure.

Conditions of Approval:

1. The City Council conditions of approval for the 1503 Park Avenue, Hulbert-Holler Subdivision, dated January 6, 1997, are in full force and effect.
2. All Standard Project Conditions shall apply.
3. Receipt and approval of a Construction Mitigation Plan (CMP) by the Community Development Department is a condition precedent to the issuance of a building permit. The plan shall address staging, material storage, construction time lines, special signs, parking, fencing, temporary lighting, and any other construction-related details to the satisfaction of the Community Development Department.
4. Any changes or modifications affecting the original plat approval shall require Planning Commission review and approval and final approval by the City Council.

5. The new expiration date for the 1503 Park Avenue Hulbert-Holler Subdivision is January 6, 2000.

EXHIBITS:

Exhibit A - Location map
Exhibit B - Subdivision Plat
Exhibit C - Conditions of City Council's January 6, 1997 approval.
M:\CDD\KAW\CC\CC99\PRK1503.EXT

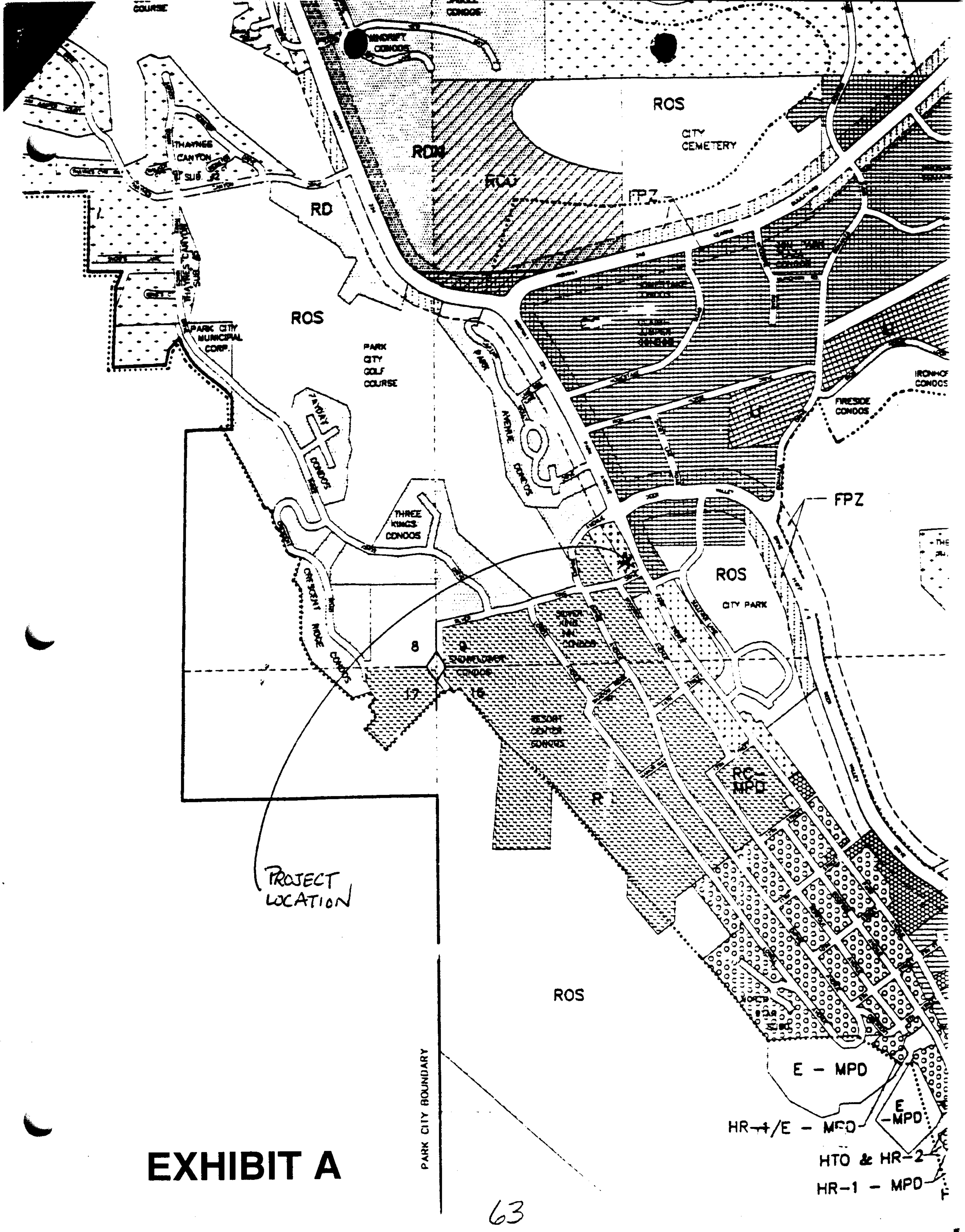

ROS
CITY CEMETERY
RD
ROS
PARK CITY MUNICIPAL CORP.
PARK CITY GOLF COURSE
THAYNES CANYON SUB. #2
FPZ
THREE KINGS CONDOS
ROS
CITY PARK
IRONHOF CONDOS
FIRESIDE CONDOS
RC-MPD
R
ROS
PROJECT LOCATION
E - MPD
E -MPD
HR-1/E - MPD
HTO & HR-2
HR-1 - MPD
PARK CITY BOUNDARY

EXHIBIT A

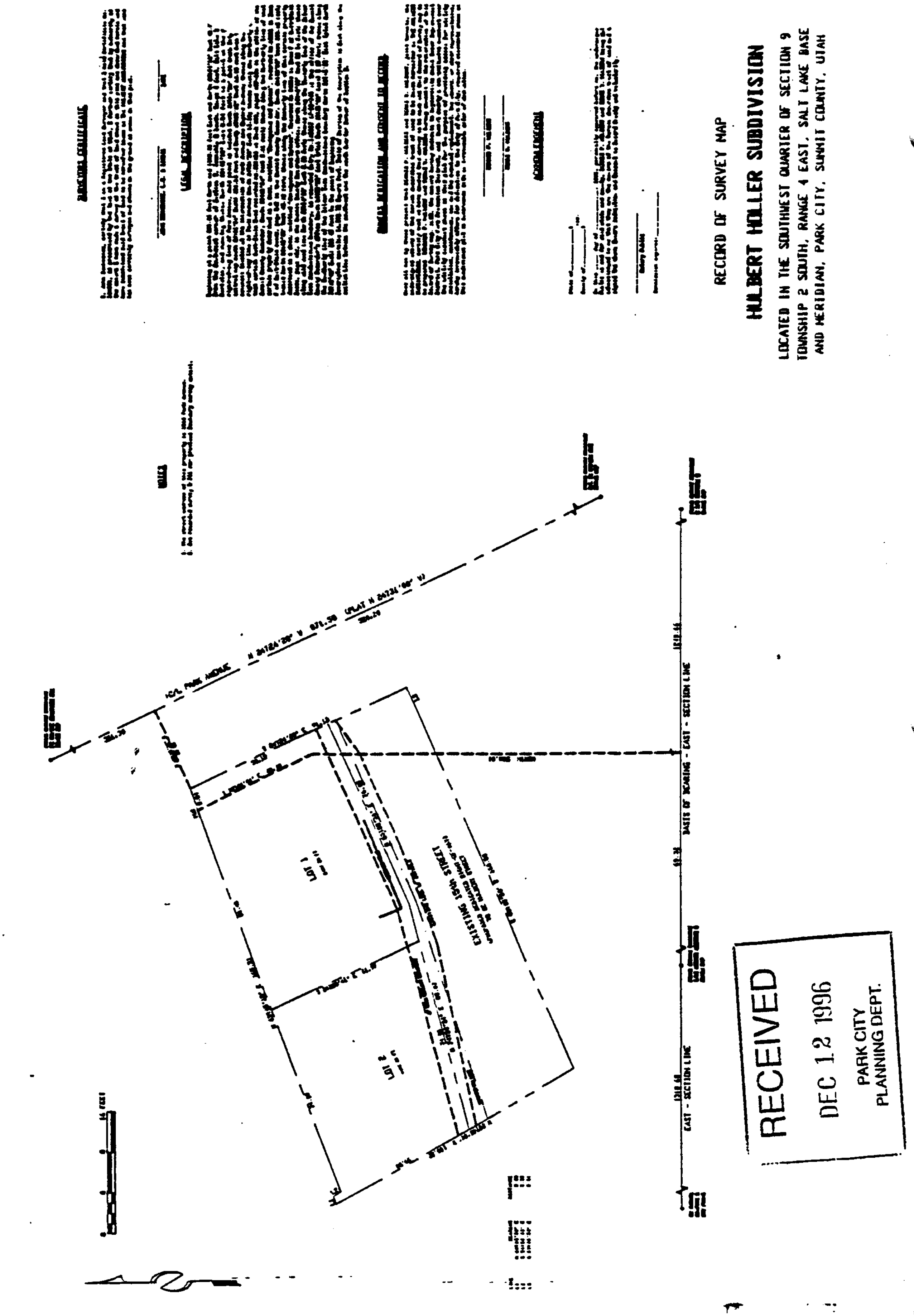

RECORD OF SURVEY MAP
HULBERT HOLLER SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
C/L PARK AVENUE
LOT 1
LOT 2
EAST - SECTION LINE
RECEIVED
DEC 12 1996
PARK CITY
PLANNING DEPT.

EXHIBIT B

Ordinance No. 97-2

AN ORDINANCE APPROVING THE SUBDIVISION PLAT FOR THE HULBERT HOLLER SUBDIVISION LOCATED AT 1503 PARK AVENUE IN THE SOUTHWEST QUARTER OF SECTION 9 TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN PARK CITY, UTAH

WHEREAS, the owners of property at 1503 Park Avenue, known as the Hulbert Holler Subdivision, have petitioned the City Council for approval of a subdivision plat for two lots;

WHEREAS, the property was properly noticed and posted according to requirements of the State Law and Park City's Land Management Code; and

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

WHEREAS, on December 18, 1996 the Planning Commission held a public hearing to receive public input on the subdivision plat; and

WHEREAS, on December 18, 1996 the Planning Commission forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on January 9, 1997 the City Council reviewed the proposed plat; and

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

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

SECTION 1. FINDINGS OF FACT.

1. The above recitals are hereby incorporated as findings of fact.
2. In order to serve the site and surrounding lots with adequate utilities, a 5' non-exclusive utility easement is required along the 15th Street frontage.
3. The location of this proposal is in an area of heavy winter snow fall. In order to provide adequate and efficient snow removal from public streets, a 10' non-exclusive snow storage easement is required along the Park Avenue and 15th Street frontages.

EXHIBIT C

4. 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.

6. The 15th Street roadway has historically been used and enjoyed by vehicles and pedestrians for many decades. Without dedication of this roadway as a public right-of-way Lot 2 does not have required frontage on a public street.

7. The eastern portion of this property is located within the Park City Frontage Protection Zone and is subject to all conditions and restrictions stated in the Frontage Protection Ordinance and LMC, Section 8.8.

8. The existing structure at 1503 Park Avenue is an historically significant house which contributes to the historic street scape along Park Avenue.

9. Historic buildings are a valuable asset which contribute to the distinct character of the community. It is therefore desirable to encourage new construction of residential structures which are compatible with the mass and scale of the historic context.

10. The Hulbert Holler Subdivision is a two lot subdivision of a 16,074 square foot parcel located at the northwest corner of Park Avenue and unplatted 15th Street. The property is in the RM, Medium Density Residential, zoning district.

11. Lot one is 5,505 square feet and Lot two is 4,559 square feet in area. The remainder of the parcel (6,010 square feet) is dedicated as public right-of-way for 15th Street.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned Hulbert Holler Subdivision and that neither the public nor any person will be materially injured by the proposed plat. Approval of the plat does not adversely affect the health, safety, and welfare of the citizens of Park City. The plat is consistent with Utah state subdivision law, the Park City Land Management Code, and the Park City Comprehensive Plan. No non-conforming uses or lots are created with this subdivision plat.

SECTION 3. PLAT APPROVAL. The Hulbert Holler subdivision plat is hereby approved as shown on Exhibit A , with the following conditions:

1. The City Attorney and City Engineer shall review and approve the final form and content of the plat and the dedication language for 15th Street, for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. All standard project conditions shall apply.

3. 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 Enginee

4. There shall be a note on the plat, and nt, and a Grant of Easemer
Attorney, granting a facade easement for nent for the Park Avenue an
structure at 1503 Park Avenue. The facade easement agreem
to propose an historically sensitive and compatible addition t
in the existing roof to utilize the attic area.

5. Any construction within the Frontage Protection Zone shall
Frontage Protection Ordinance and Section 8.8 of the LMC

6. Any future addition to the existing historic structure, and
shall be reviewed and approved by the Historic District Comr
compatible with the design and character of the existing str

7. A 10' snow storage and a 5' non-exclusive utility easement,
and 15th Street, shall be dedicated to the City and indicatec

8. The final subdivision plat shall be recorded at the County wi
Council approval. If recordation has not occurred within the
and the plat shall be considered null and void.

SECTION 4. EFFECTIVE DATE. This Ordinanc

PASSED AND ADOPTED this 9th day of January,

PARK CITY MUNIC

Mayor Bradley A. Ol

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

67

PARK CITY
1884

DATE: January 8, 1999
DEPARTMENT: Executive
AUTHOR: Mark Christensen
TITLE: Frandsen Parking Contract
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Staff recommends that council authorize staff to enter a lease of land for nine partially improved parking spaces at the annual rate of $1,500.

DESCRIPTION:

A. Topic: In December of 1996, the City entered a lease with Alan Frandsen for land off of Swede Alley for parking. The City paid $1,400 annually for use of this property for the first two years. As part of the agreement the City was authorized to make improvements that were to be left in place when the City vacated the property. The City created nine parking spaces on the property. The original contract expired in December of 1998 and Mr. Frandsen wishes to renew the agreement with, one change to the original contract with a small increase in the annual rate.

B. Background: The spaces are conveniently located and have been well used. Mr. Frandsen has requested a $100 annual rent increase due to an increase in real property taxes and the cost of living.

C. Analysis: Staff feels that the increase in rent is justified and should pose no problem for the continued use of this property.

D. Department Review: The parking spaces have been examined by the Public Works Department and the City Engineer. They recommend that we continue the lease.

ALTERNATIVES:

A. Approve the Request: Council could approve the annual rent increase and authorize staff to enter another contract with Mr. Frandsen for nine parking spaces along Swede Alley.

B. Deny the Request: Council could deny the request and direct staff to vacate the property in accordance with the contract.

C. Continue the Item: Council could direct staff to enter rent negotiations and try to get the property at a reduced price or with different terms.

SIGNIFICANT IMPACTS: Parking in Swede Alley has long been an issue addressed by council. The loss of nine parking spaces may create additional burdens on parking in this area during peak times.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: The City will lose nine parking spaces in Swede Alley.

RECOMMENDATION: Staff recommends that council authorize staff to enter another contract with Mr. Frandsen at the annual rate of $1,500.

PARK CITY
1884

DATE: January 11, 1999
DEPARTMENT: Executive
AUTHOR: Linda Cook
TITLE: Cooperative Agreement with Utah Department of Transportation to Complete and Close Phase I of the Entryway Trail Project
TYPE OF ITEM: Authorization of Cooperative Agreement

SUMMARY RECOMMENDATIONS: Authorize staff to enter into a cooperative agreement with Utah Department of Transportation (UDOT) for the purpose of completing or rectifying work by the original contractor for Phase I of the Entryway Trail contract.

A. **Background:** At the end of the 1998 construction season, staff accepted the work to date on Phase I of the Entryway Trail from the golf course to Payday Dr. and Holiday Ranch Loop. The project was constructed with ISTEA Enhancement Funds administered by UDOT. Both Park City Municipal and the contractor disputed the final contract amount based on funds withheld due to incomplete or deficient work. UDOT has settled the dispute independently with the contractor and, in conjunction, has agreed to provide up to $65,000 to correct deficiencies and arrange for landscaping replacements through the normal plant establishment period. This results in no additional cost to Park City Municipal and relieves a contentious relationship with the contractor. Park City staff is free to arrange work with other contractors on a reimbursement basis approved by UDOT. (See Draft Cooperative Agreement attached)

B. **Analysis:** The agreement amount is based on projected estimates of specific work outlined in the agreement necessary to complete the project per the original scope of contract. Itemized costs include irrigation repairs, fertilizing, mowing, weeding, plant replacement, and reimbursement for directly related staff administration costs. Park City Municipal can elect to perform the work or contract with other parties. The original contractor will not be involved.

C. **Department Review:** Executive
Public Affairs
Legal
Administrative Services

ALTERNATIVES:

Option 1: Authorize staff to enter into the cooperative agreement. Staff finds the agreement to be a preferred compromise to complete the project without the original contractor.

Option 2: Reject the cooperative agreement, which would allow for an earlier administrative close-out date, however deficient work would not be brought to standard without the use of City funds.

Option 3: Continue the item - Time is of the essence to allow UDOT to formally enter the agreement and relieve the contractor of any further involvement with the project or the possibility of future counter-claims by the contractor.

SIGNIFICANT IMPACTS: The agreement amount of $65,000 is sufficient to correct deficiencies according to the original scope of work. UDOT is providing a source of funds which acknowledges several years worth of difficulty with the contractor as well as the probability that the contract can be closed in a shorter period of time with this compromise.

RECOMMENDATION: Staff recommends entering into the Cooperative Agreement with UDOT to finish the project. The agreement does not represent a penalty and has no bearing on an application for use of similar funds. Though more staff time will be involved to arrange contractors and oversee the work, staff believes that the additional burden is worth the flexibility to complete the project according to our own standards.

Project #STP-LC43(8)
Park City, Utah
Park City Olympic Parkway
81R54091

Draft

Cooperative Agreement Modification [illegible]

Highway Enhancement Pr[illegible]

CONSTRUCTION & RE[illegible]BURSE[illegible]NT

THIS MODIFICATION of Cooperative Agreeme[illegible]3138, made and entered into this __________ Day of ___________, 19_______, by [illegible] the Utah Department of Transportation hereinafter referred to as "UDOT", and Park Cit[illegible] Utah, acting through its Mayor, hereinafter referred to as "LOCAL AU[illegible]TY", wit[illegible]:

WHEREAS, the parties hereto did e[illegible] into [illegible]tion to Cooperative Agreement No. 94-3148, dated March 7, 1996, to de[illegible] the te[illegible] for the construction of the highway enhancement project, financed [illegible] part fro[illegible] Federa[illegible]ds, said project identified as Park City Olympic Parkway along S[illegible]4 and [illegible] project n[illegible]ber STP-LC43(8); and

WHEREAS, subsequent [illegible] the exec[illegible] of sa[illegible] original cooperative agreement modification, it has been de[illegible]d by the [illegible]to to be in the best interest of the traveling public to [illegible] the lands[illegible]s from [illegible]ruction contract and reimburse the LOCAL AUTHO[illegible] perform[illegible]rk items; and

WHER[illegible]OCAL [illegible]RITY agrees to comply with the applicable UDOT and Federal High[illegible]tion (F[illegible]A) Federal-aid Program Procedures and Standards for the project; a[illegible]

NOW, THEREF[illegible] said original Cooperative Agreement and Modification No. 1 the[illegible]o shall be modified as follows:

[illegible] U[illegible]T shall reimburse the LOCAL AUTHORITY for actual costs incurred for i[illegible] listed below. It may be necessary for the LOCAL AUTHORITY to adjust spe[illegible]ntities as necessary to allow for actual costs. UDOT shall monitor the work items performed by the LOCAL AUTHORITY under this cooperative agreement modification and prepare progress reports and pay requests. Said work items are as follows:

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Project #STP-LC43(8)
Park City, Utah
Park City Olympic Parkway
81R54091

Item No.	Description	Not [illegible] Exceed
1	Fertilizer Applications Area C During 1998	600.00
2	Chemical Weed Spraying Area C During 1[illegible]	400.00
3	Mowing Area C During 1998	[illegible]
4	Hand Weeding Area C During 1998	[illegible]
5	Planting, Including Materials, of Replacem[illegible]ials During 1998	12,000.00
6	Irrigation Repairs Area C and Inspec[illegible] During 1[illegible]	1,800.00
7	Utilities Costs Area C During [illegible]	900.00
8	Clean Up Area C During [illegible]98	2,100.00
9	Reseeding Area C D[illegible] During [illegible]99	1,500.00
10	Plant Replacemen[illegible]st Adju[illegible]ent to b[illegible] Done in 1999	31,600.00
11	Fencing Re[illegible] be Don[illegible]	2,000.00
12	[illegible]ff Adm[illegible] - Plant [illegible]erial Purchase, Vendor [illegible]dination[illegible]illings, Communication - for 1999	7,500.00
	T[illegible]	$65,000.00

(2). Upon execu[illegible] of this Cooperative Agreement Modification No. 2 by the parties he[illegible], the LOCAL AU[illegible]HORITY will bill UDOT for work items completed in 1998. The [illegible]L AUTHORIT[illegible] shall submit periodic billings thereafter as work items are completed. [illegible]llings shall b[illegible]ent to UDOT's Region Two Project Engineer, Rick Campagna, 2060 South [illegible]ke City, Utah 84104-4295, telephone number (801) 975-4871.

[illegible]). The duration period of the LOCAL AUTHORITY's maintenance for the work covered by this Cooperative Agreement Modification No. 2 shall terminate on September 30, 1999.

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Project #STP-LC43(8)
Park City, Utah
Park City Olympic Parkway
81R54091

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

____

____

Title ______________________________
Date: ______________________________

(IMPRESS SEAL)

PARK CITY CORPORATION:
LOCAL AUTHORITY

By ______________________________

____

Title ______________________________
Date: ______________________________

****

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By ______________________________
Region Construction Engineer

Date: ______________________________

By ______________________________
Region Director

Date: ______________________________

APPROVED AS TO FORM:

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By ______________________________
"UDOT Comptroller Office
Contract Administrator"

Date: ______________________________

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PARK CITY
1884

CITY COUNCIL STAFF REPORT

Date: **January 14, 1999**
Department: **Community Development Department**
Title: **350 ½ Main Street Plat Amendment to the Park City Survey, partially lots 12 & 13 of Block 22 and Lots 13, 14 & 15, Block 69**
Type of Item: **Legislative**

Summary Recommendations
Conduct a public hearing and consider adopting the attached Ordinance approving a plat amendment as conditioned to combine partially lots 12 & 13 of Block 22 and Lots 13, 14 & 15 of Block 69 of the Park City Survey.

A. Topic:

Applicant:	Aaron Hoffman
Location:	350 ½ Main Street
Proposal:	Replat portions of lots 12 & 13 of Block 22 and lots 13, 14 & 15 of Block 69.
Zoning:	Historic Commercial Business (HCB)
Adjacent Land Uses:	Commercial/Public Right-of-Way
Project Planner:	Kevin LoPiccolo
Date of Application:	August 5, 1997

B. Background:

On November 5, 1998, the City Council reviewed this application, but elected to continue the meeting to allow the owners of 350 ½ Main Street and the Main Street Mall to settle their differences on the language of an easement for the tunnel that runs under the subject property that connects to the mall, and also to allow the owner a chance to review the conditions of approval since he was out of town and not able to make the November 5, 1998 meeting. The City Attorney's Department has issued a memorandum to Council which will further explain the issues surrounding the easement (Exhibit D-Easement Agreement). Mr. Wong and Mr. Hoffman have had several discussions regarding changes to the easement, but have not agreed to the easement.

Concerns over the existing walkway being converted to business floor area, thus restricting access from Main Street to Swede Alley was brought up by Council as well.

The applicant has offered compromise language which preserves pedestrian access, and the applicant's use of the area.

The existing covered walkway allows access to Swede Alley and to Main Street, and will be maintained consistent with the property owner/applicant's need for the walkway to be controlled considering the potential of the walkway area to be utilized for lawful business purposes, and for access to property owner/applicant' adjoining property.

The property consists of portions of lots 12 and 13, of Block 22, and Lots 13,14 & 15, Block 69 of the Park City Survey. The site is currently vacant and is adjacent to the Seafood & Oyster Company. The lots front Swede Alley and connect to Main Street with a walkway between the Seafood & Oyster Company and Sgt.Leisure.

The purpose of the plat amendment is to combine portions of lots 12 & 13 of Block 22 and Lots 13, 14 & 15, of Block 69 into one parcel of record.

The applicant's objective is to construct a building along Swede Alley and cover the existing walkway from Swede Alley to Main Street. The walkway is currently covered under a temporary permit. The Uniform Building Code does not permit any structure to cross property lines. This request will remedy the existing situation and allow the applicant to eventually construct a new building along Swede Alley. The applicant at some point will present an HDC Design Review application for the proposed addition.

C. Analysis:

The proposed plat amendment is consistent with all requisite Land Management Code requirements. The request will combine two partial lots in Block 22 and lots 13, 14 & 15 of Block 69. Although the intent of the lot combination is to construct a new building, it will also achieve a legal conforming lot in that will enable the property owner to construct a building that will not cross over property lines.

Compliance:

Land Management Code: The proposed plat amendment is consistent with all requisite Land Management Code requirements. The HCB Zone requires no setbacks off of property lines and has maximum height of 45 feet. Parking is required for new construction.

Parking: The applicant's property located next to Swede Alley (Lots 13, 14 and 15 of Block 69) was not part of the 1986 restrictive parking covenant that required the property owner to maintain the lot for parking purposes unless an in-lieu fee is paid to Park City. The applicant understands that all parking requirements will have to comply with the Land Management Code as a result of new construction. Any fees will be calculated and submitted at time of building permit issuance.

Sidewalk: Along Swede Alley, by prior agreement with the city, the applicant is required to construct a five foot sidewalk from Fourth Street south to 350 Main Street Seafood and Oyster Company. The sidewalk shall be installed prior to the building's Certificate of Occupancy. The owner/applicant shall be entitled to construct decks and walkways above for use associated with the building to be constructed adjacent to the walkway.

Utilities: The newly created parcel will abut Trouts which is under separate ownership. Access to utilities and fire exiting is under review by the Engineering & Building Departments. An easement and utility relocation will be a condition of approval to address this issue. The project will get its gas and water from Main Street, because Swede Alley has no gas lines or water mains at this location, because it is an alley.

D. Department Review:

The City's Staff Review Team and City Attorney's Office have reviewed this application and found the request to be in compliance with the Land Management Code.

Public Input:

All owners within the affected plat were noticed when it was first heard by the Planning Commission at a public hearing. Russ Wong, owner of the Main Street Mall has had concerns regarding the easement for the underground tunnel that allows delivery access from Swede Alley to the Main Street Mall.

Alternatives:

A. Approve the proposed plat amendment allowing four lots to be combined into one lot of record as conditioned.

B. Deny the proposed plat amendment and retain the original form of the property.

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

Significant Impacts:

Approval of the plat amendment will allow four lots to be combined into one lot of record and will allow the construction of a new building along Swede Alley (pending HDC approval) and will eliminate the interior lot lines, allowing for new construction.

Consequence Of Not Taking The Recommended Action:

Denial of this application will preclude the applicant from constructing a building that would otherwise cross property lines in violation the Uniform Building Code. The property owner would be able to construct two individual buildings on lots 13 & 14 if this plat was denied.

Recommendation:

The Community Development Department recommends approval of the proposed plat amendment subject to the following Findings of Fact, Conclusion of Law, and Conditions of Approval:

Findings of Fact:

1. The project is located in the HCB zoning district.

2. The proposed plat amendment is required to allow construction of a new building at 350 ½ Main Street. Currently the rear lots along Swede Alley are used for parking.

3. The property owner is applying for a plat amendment to combine three partial and two full lots into a single lot of record.

4. The parcel abuts existing commercial buildings and will need to accommodate existing utility, drainage and snow release issues.

5. The applicant will provide or pay for parking as necessary for any building square footage over the 1.5 FAR allowed in the zone.

6. Overhead power lines exist on the property.

7. An underground tunnel exists from the applicant's property to the Main Street Mall.

8. The applicant agrees to install a sidewalk along Swede Alley per the 364 Main Street Plat Amendment City Council approval on November 13, 1997.

9. The applicant stipulates to all conditions of approval.

Conclusions of Law

1. There is good cause for the amendment.

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

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

Conditions of Approval

1. The applicant shall dedicate an easement, subject to the approval of the Community Development Department staff, for reasonably required storm drains lines, for relocation of power lines and for sanitary sewer lines for the use and convenience of adjoining properties, including the Sgt. Leisure building and the Trouts building. The easement shall be shown on the recorded plat for 350 ½ Main Street.

2. Prior to issuance of a full building permit for the building at 350 ½ Main Street, the property owner/applicant shall submit a plan for relocation of the existing overhead power and telephone lines. Such plan shall be subject to the reasonable review and approval of the Community Development Department Such plan has presently been submitted, and work to implement that plan is underway.

3. The applicant shall provide that the contractor constructing the building at 350 ½ Main Street shall, as reasonably necessary, relocate and reconnect the sanitary sewer laterals for Trouts, including obtaining the necessary permit to work in the Swede Alley right-of-way as determined necessary by the City Engineer. Consistent with Condition No. 1 above, the applicant shall also provide an easement for the relocation of power lines and storm drain lines for Sgt. Leisure and Trouts, and the sanitary sewer line for Sgt. Leisure, as such relocations may be necessary and required. All work shall be in accordance with the UBC and the Park City Construction Standards.

4. The City Attorney and City Engineer's review and approval of the final form and content of the amended plat is a condition precedent to recording the plat.

5. The owner/applicant shall construct a five-foot sidewalk to City standards along Swede Alley from Fourth Street south to 350 Main Street prior to Certificate of Occupancy of any building constructed on the 350 ½ Main Street property. An easement shall be shown on the Plat providing for public use of the sidewalk. The owner/applicant shall be entitled to construct decks and walkways above the five-foot easement property and shall be entitled to uses on said decks normally incident to such decks. Said decks may also be covered and enclosed.

6. The existing covered walkway between 350 Main Street Seafood and Oyster Company and the Sgt. Leisure building shall be maintained to provide controlled, non-exclusive, pedestrian access from Swede Alley to Main Street. The owner/applicant shall be entitled to provide ingress/egress to adjacent buildings through said walkway area, as well as to the building to be constructed on the 350 ½ Main Street property. The owner/applicant shall further be entitled to utilize the property above and below the walkway corridors consistent with the requirements of the Uniform Building Code. The owner/applicant shall be entitled to maintain lawful business uses within the subject walkway area.

7. All Standard Project Conditions shall apply.

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

9. A financial security for all public and private improvements required by this approval shall be placed with Park City in an amount and form satisfactory to the City.

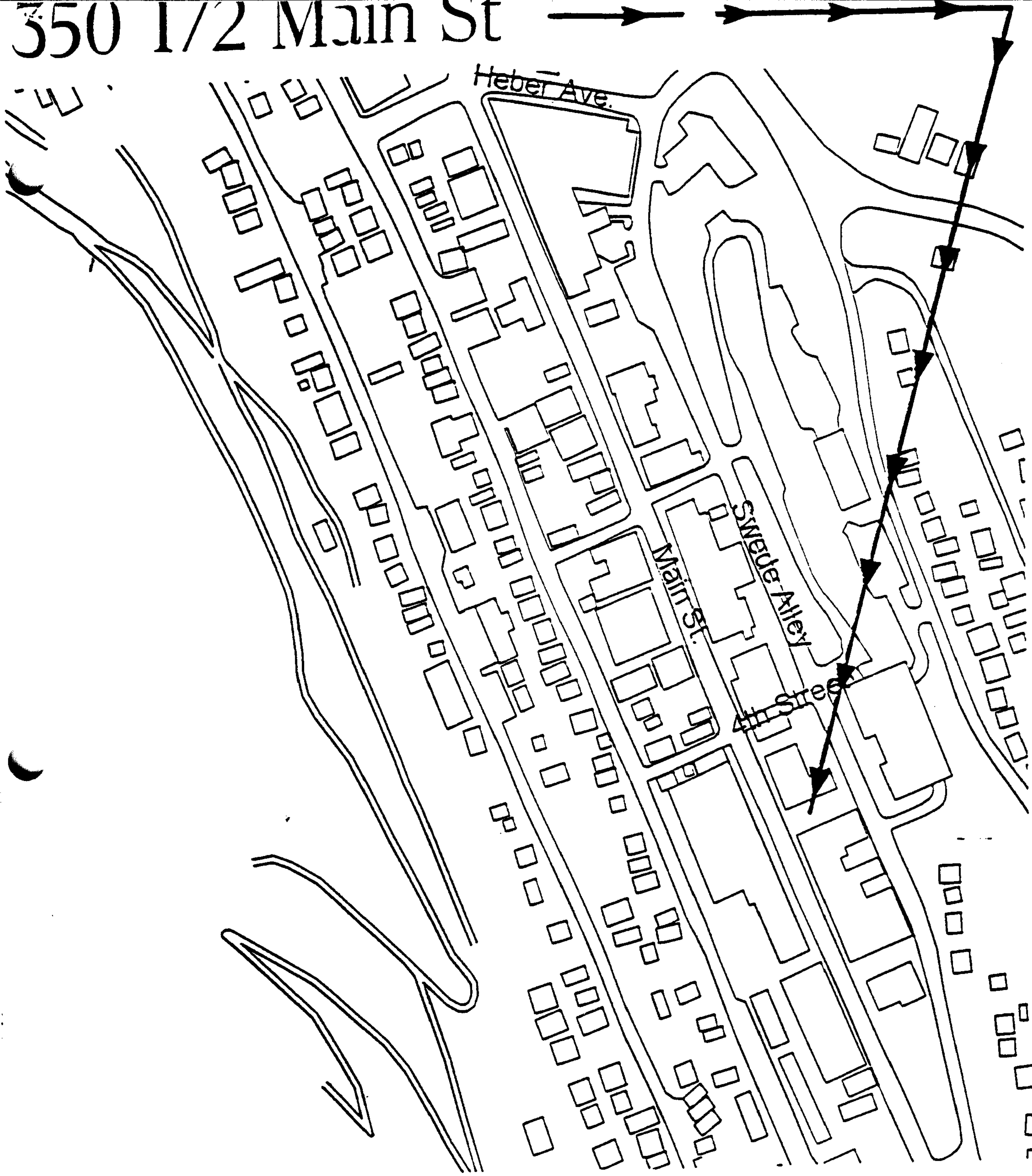
10. Pedestrian and delivery (non-vehicular) access shall be provided for the Main Street Mall north tunnel entrance to Swede Alley. The current easement, dated January 26, 1994, and recorded at Book 783, pages 283-299, Summit County Recorder, and any relocation pursuant, the terms thereof to fulfill this requirement.

Exhibits:

Exhibit A -Vicinity Map
Exhibit B - Proposed Plat
Exhibit C - Proposed Ordinance
Exhibit D - Easement Agreement

M:\CDD\KL\CC98\PLAT\3505.PH3

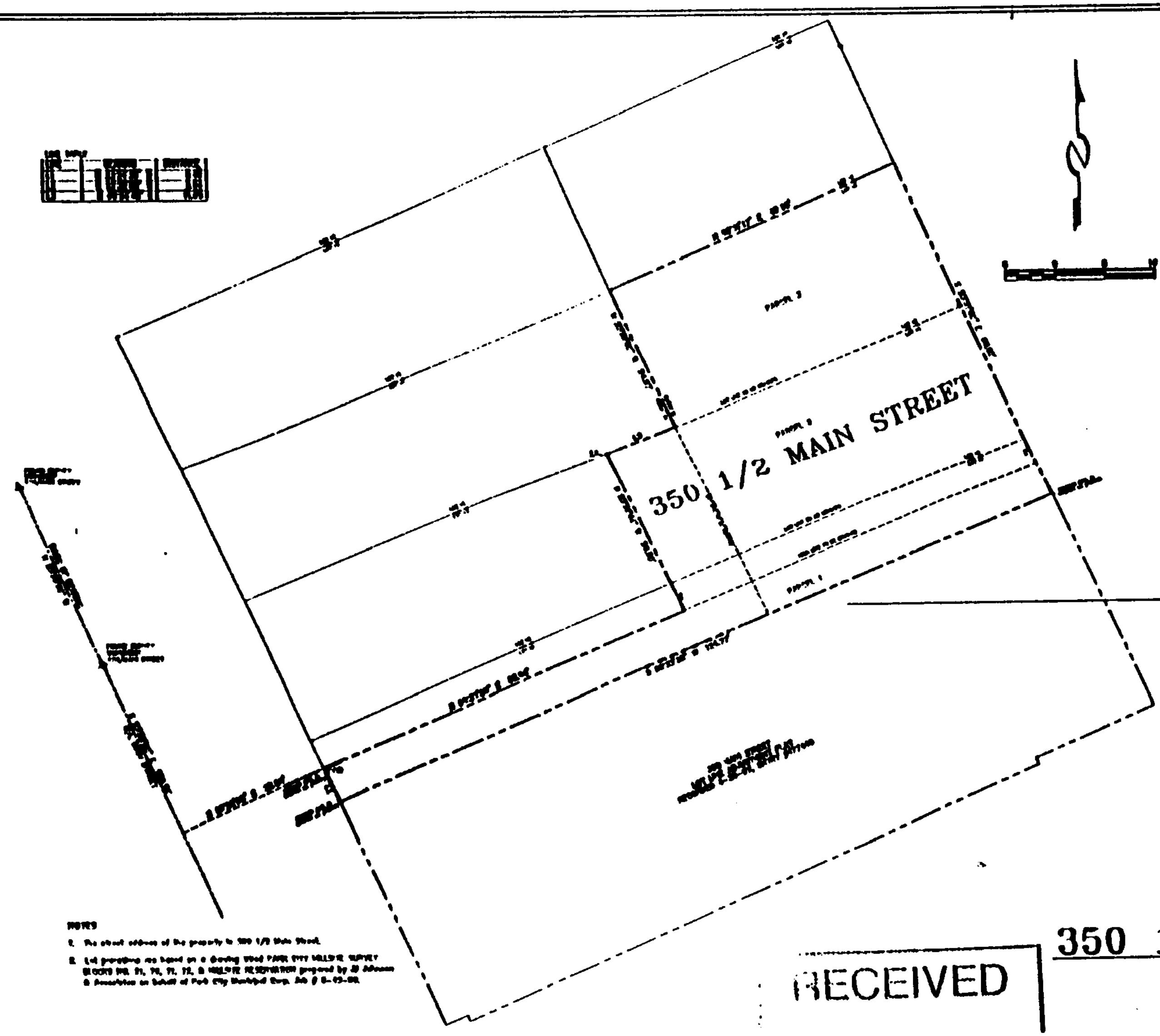
350 1/2 Main St



PARK CITY 1884

Exhibit A
Vicinity Map

N



SURVEYOR'S CERTIFICATE

DEED DESCRIPTIONS

PLAT BOUNDARY DESCRIPTION

OWNER'S DEDICATION

ACKNOWLEDGMENT

NOTES

RECEIVED

LOT LINE ADJUSTMENT PLAT

350 1/2 MAIN STREET

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 1

RECORDED

ALLIANCE ENGINEERING INC.

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT

EXHIBIT B - PROPOSED PLAT AMENDMENT

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Ordinance No. 98-

AN ORDINANCE APPROVING A PLAT AMENDMENT, AMENDING PORTIONS OF LOTS 12 & 13 OF BLOCK 22 AND LOTS 13, 14, & 15 OF BLOCK 69 OF THE PARK CITY SURVEY AT 350 ½ MAIN STREET, PARK CITY, UTAH

WHEREAS, the owner, Aaron Hoffman, of the property known as 350 ½ Main Street, have petitioned the City Council for approval of an amendment to the Park City Survey Plat; and

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

WHEREAS, on May 27, 1998 the Planning Commission held a public hearing to receive public input on the proposed final plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, 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.

WHEREAS, on January 14, 1999, the City Council held a public hearing to receive input on the proposed plat amendment; and

WHEREAS, the proposed plat amendment combines lots 12 & 13 of Block 22 and Lots 13, 14, 15 of Block 69 of the Park City Survey (350 ½ Main Street) into one parcel.

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

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The project is located in the HCB zoning district.
2. The proposed plat amendment is required to allow construction of a new building at 350 ½ Main Street. Currently the rear lots along Swede Alley are used for parking.

3. The property owner is applying for a plat amendment to combine three partial and two full lots into a single lot of record.

4. The parcel abuts existing commercial buildings and will need to accommodate existing utility, drainage and snow release issues.

5. The applicant will provide or pay for parking as necessary for any building square footage over the 1.5 FAR allowed in the zone.

6. Overhead power lines exist on the property.

7. An underground tunnel exists from the applicant's property to the Main Street Mall.

8. The applicant agrees to install a sidewalk along Swede Alley per the 364 Main Street Plat Amendment City Council approval on November 13, 1997.

9. The applicant stipulates to all conditions of approval.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for the amendment.

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

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

SECTION 3. CONDITIONS OF APPROVAL. The proposed plat amendment attached as Exhibit A is hereby adopted with the following Conditions of Approval:

1. The applicant shall dedicate an easement, subject to the approval of the Community Development Department staff, for reasonably required storm drains lines, for relocation of power lines and for sanitary sewer lines for the use and convenience of adjoining properties, including the Sgt. Leisure building and the Trouts building. The easement shall be shown on the recorded plat for 350 ½ Main Street.

2. Prior to issuance of a full building permit for the building at 350 ½ Main Street, the property owner/applicant shall submit a plan for relocation of the existing overhead power and telephone lines. Such plan shall be subject to the reasonable review and approval of the Community Development Department Such plan has presently been submitted, and work to implement that plan is underway.

3. The applicant shall provide that the contractor constructing the building at 350 ½ Main Street shall, as reasonably necessary, relocate and reconnect the sanitary sewer laterals for Trouts, including obtaining the necessary permit to work in the SwedeAlley right-of-way as determined necessary by the City Engineer. Consistent with Condition No. 1 above, the applicant shall also provide an easement for the relocation of power lines and storm drain lines for Sgt. Leisure and Trouts, and the sanitary sewer line for Sgt. Leisure, as such relocations may be necessary and required. All work shall be in accordance with the UBC and the Park City Construction Standards.

4. The City Attorney and City Engineer's review and approval of the final form and content of the amended plat is a condition precedent to recording the plat.

5. The owner/applicant shall construct a five-foot sidewalk to City standards along Swede Alley from Fourth Street south to 350 Main Street prior to Certificate of Occupancy of any building constructed on the 350 ½ Main Street property. An easement shall be shown on the Plat providing for public use of the sidewalk. The owner/applicant shall be entitled to construct decks and walkways above the five-foot easement property and shall be entitled to uses on said decks normally incident to such decks. Said decks may also be covered and enclosed.

6. The existing covered walkway between 350 Main Street Seafood and Oyster Company and the Sgt. Leisure building shall be maintained to provide controlled, non-exclusive, pedestrian access from Swede Alley to Main Street. The owner/applicant shall be entitled to provide ingress/egress to adjacent buildings through said walkway area, as well as to the building to be constructed on the 350 ½ Main Street property. The owner/applicant shall further be entitled to utilize the property above and below the walkway corridors consistent with the requirements of the Uniform Building Code. The owner/applicant shall be entitled to maintain lawful business uses within the subject walkway area.

7. All Standard Project Conditions shall apply.

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

9. A financial security for all public and private improvements required by this approval shall be placed with Park City in an amount and form satisfactory to the City.

10. Pedestrian and delivery (non-vehicular) access shall be provided for the Main Street Mall north tunnel entrance to Swede Alley. The current easement, dated January 26, 1994, and recorded at Book 783, pages 283-299, Summit County Recorder, and any relocation pursuant to the terms thereof, fulfills this requirement.

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

PASSED AND ADOPTED this 14th day of January, 1999.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, Deputy City Attorney

(15)

00396886 Bk00783 Pg00283-00299

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 JAN 28 16:56 PM FEE $67.00 BY DMG
REQUEST: FIRST AMERICAN TITLE CO UTAH

When Recorded Return to:
Brent A. Gold, Esq.
P.O. Box 1994
Park City, Utah 84060

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made this 26th day of January, 1994, by and between SWEDE ALLEY PROPERTIES, INC., a Utah Corporation, of Park City, Utah ("Grantor") and the PARK CITY MAIN STREET MALL, L.C., a Utah Limited Liability Company, of Park City, Utah ("Grantee").

WHEREAS, Grantor is the owner of certain real property located in Park City, Summit County, Utah, which is described more fully in Exhibit "A" attached hereto and incorporated herein ("Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property located in Park City, Summit County, Utah, known as the Main Street Mall and which is described more fully in Exhibit "B" attached hereto and incorporated herein (the "Mall Property"); and

WHEREAS, an underground tunnel (the "North Tunnel") connects the Mall Property and Grantor's Property; and

WHEREAS, the North Tunnel has two (2) entrances/exits, one located on the Mall Property and one located on Grantor's Property; and

WHEREAS, Grantee desires to obtain two (2) easements across Grantor's Property for the purposes set forth in this Agreement; and

WHEREAS, Grantor is willing to grant the easements to Grantee strictly in accord with the covenants, conditions and limitations set forth in this Agreement;

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00), the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF EASEMENT**. Grantor hereby grants to Grantee, without warranty or representation of any type or kind except as otherwise specifically set forth herein, the following described limited and non-exclusive easements over Grantor's Property, for the benefit of the Mall Property, subject to all of the terms, covenants, conditions and restrictions hereinafter set forth:

a. Storm Sewer Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive underground easement for storm

EXHIBIT D - EASEMENT AGREEMENT

sewer purposes (the "Storm Sewer Easement") under Grantor's Property, as described and depicted on Exhibit "C," attached hereto, for the benefit of the Mall Property, subject to all of the terms, covenants, conditions and restrictions hereinafter set forth.

(1) <u>Scope of Storm Sewer Easement</u>. The Storm Sewer Easement shall be limited to providing underground storm sewer access across Grantor's Property in an existing storm sewer pipe connecting the Mall Property to an existing storm sewer system in Swede Alley (a Park City road which adjoins Grantor's Property on the easterly side of said Property). The storm sewer located upon Grantor's Property shall be used and operated by Grantee, its successors and assigns, in compliance with all federal, state and local ordinances and requirements related thereto. Grantee, its successors and assigns, shall be responsible to fully maintain, repair and replace said storm sewer system, and shall be fully responsible for all costs and expenses related to such maintenance, repair and replacement as is necessary to comply with all applicable ordinances and regulations whether performed on Grantor's Property or the Mall Property.

(2) <u>Relocation</u>. The Grantee has been fully notified and is aware that the Grantor intends to improve and build upon Grantor's Property. Such building and improvement shall be performed in accord with the requirements, regulations, and restrictions of Park City Municipal Corporation and other appropriate and required federal, state and local governmental entities and regulatory agencies. At the time of commencement of construction and development upon Grantor's Property, and following the giving of not less than thirty (30) days written notice to Grantee, or its successors and assigns, the Grantee agrees to relocate, expand or limit the storm sewer system and the Storm Sewer Easement as may be necessary to comply with all requirements of the appropriate governmental entities and agencies in order to accommodate and facilitate the construction upon Grantor's Property. The Grantor agrees to make good faith and reasonable efforts to see that relocation is not required or is minimized. No warranty is made or given by Grantor that relocation, expansion or revision of the existing storm sewer system will not be required by the governmental entities responsible for said storm sewer system.

The Grantor and Grantee specifically agree that the Grantor is reserved the right, at time of construction upon Grantor's property, to make connection to the storm sewer system running across Grantor's Property for purpose of providing necessary and required storm sewer drainage systems for the building and development to occur upon Grantor's Property. The cost and expense necessary to relocate, expand or limit the Storm Sewer System and the Storm Sewer Easement shall be borne by Grantor and Grantee as follows:

(a) the costs and expense of any required expansion, relocation or revision of the Storm Sewer System which is directly attributable to the requirements and use by the Grantee and the Mall Property shall be borne by the Grantee and its successors and assigns;

(b) the cost and expense necessary to make the connection to the Storm Sewer System from the building to be constructed upon Grantor's Property shall be borne by the Grantor, or his successors and assigns;

(c) the cost and expense necessary to expand the Storm Sewer System which is directly attributable to the increased use necessitated by the building and development upon Grantor's Property shall be borne by the Grantor, his successors and assigns;

(d) Upon commencement of construction and the placing of the footings and foundation necessary for the building to be constructed upon Grantor's Property, it is anticipated that the Storm Sewer System will be uncovered, disconnected, relocated, reconnected and the required trenching then backfilled. All costs and expense related to such matters shall be borne by the Grantor.

Grantee, its successors and assigns, specifically agree to cooperate in good faith with Grantor to modify the easement rights granted herein, and to facilitate the construction, building and development which is to occur upon Grantor's Property.

b. <u>Ingress and Egress Easement</u>. Grantor further grants to Grantee a non-exclusive Ingress and Egress Easement (the "Ingress and Egress Easement") over Grantor's Property, as described and depicted in Exhibit "D" attached hereto. The Ingress and Egress Easement shall be for the benefit of the Mall Property, subject to all terms, covenants, conditions, restrictions and limitations set forth herein, and shall provide access across Grantor's Property to the entrance/exit of the North Tunnel for the purposes set forth herein.

(1) <u>Scope and Purpose of Ingress and Egress Easement</u>. The Ingress and Egress Easement shall be limited to the right of Grantee, its invitees, licensees, agents and employees to access the Mall Property through the North Tunnel for the limited purpose of providing delivery services and trash removal to and from the Mall Property across Grantor's Property. The Grantee shall also have limited general Ingress and Egress over the easement for Grantee's tenants on the basement level of the Mall Property. The limited general Ingress and Egress is not intended to serve the general public or other of Grantee's tenants in the Mall Property. Grantee shall take all reasonable steps to assure that Ingress and Egress is limited to the restricted purpose set forth herein. Grantee shall also have the right to locate and use

trash bins upon the Ingress and Egress Easement area, provided that such trash bins are in compliance with all applicable regulations and requirements of all proper and authorized governmental entities and agencies. All trash bins shall be located within the Ingress and Egress Easement area, and shall be restricted to that area immediately adjacent to the entrance/exit of the North Tunnel, and shall not be located any further than twenty-five (25) feet in an easterly direction from the entrance/exit of the North Tunnel adjacent to the westerly boundary to Grantor's Property. The Grantee shall strictly maintain and keep the trash bin area in a clean and sanitary condition, in accord with the maintenance and repair conditions as more particularly set forth hereafter.

The Grantee has been informed and advised that there may exist the potential for flood hazards and damage related thereto by reason of Grantee's use of the Ingress and Egress Easement. Grantee, its successors and assigns, promises and agrees to indemnify and hold the Grantor, and his successors and assigns, harmless from any and all claims, causes of action, damage and liability, of any type or kind, including costs and attorney fees, related to or arising from the permitted access across Grantor's Property, which claims, causes of action, damage and liability specifically includes those matters related to flooding and water damage and liability. The Grantee may at its sole and exclusive cost and expense construct improvements upon the Ingress and Egress Easement to avoid the potential for flood hazards. Any such improvements shall be constructed pursuant to plans approved by the Grantor and by proper and required governmental authority, which plans shall not interfere with the intended building and development upon Grantor's Property. Grantee shall accept all responsibility and liability related to the placement of such improvements, and shall specifically indemnify and hold the Grantor harmless from any and all flood and water damage which may occur in, on or about the Ingress and Egress Easement, the Mall Property, and in the North Tunnel, from any cause whatever, excepting only those matters which arise from the negligent or willful misconduct of the Grantor. Grantee expressly agrees that Grantor's allowing the present conditions to continue, and Grantor's allowing Grantee to make improvements as above said, shall not under any circumstance constitute negligent or willful misconduct on the part of Grantor.

(2) Relocation. The Grantee has been fully notified and is aware that Grantor intends to improve and build upon Grantor's Property. Such building and improvements shall be performed in accord with the requirements, regulations and restrictions of the Park City Municipal Corporation and other appropriate and required federal, state and local governmental entities and regulatory agencies. At the time of commencement of construction and development upon Grantor's Property, and following the giving of not less than thirty (30) days written notice to Grantee, its successors and assigns, the Grantee agrees, at its

sole and exclusive cost and expense, to relocate, expand or limit the Ingress and Egress Easement as reasonably required by Grantor, and as may be necessary to comply with all requirements of the appropriate governmental entities and agencies in order to accommodate and facilitate the construction upon Grantor's Property.

(3) Snow Removal, Maintenance and Repair. The Grantee acknowledges and agrees that it is the responsibility of the Grantee, its successors and assigns in interest to the Mall Property, to provide all necessary snow and ice removal, maintenance, repair and replacement, over, upon and about the Ingress and Egress Easement. Grantee specifically agrees that it will maintain the trash bin area in a clean and sanitary fashion, and will take all necessary action to insure that garbage does not overflow from the trash bin receptacles and spill upon the Ingress and Egress Easement and Grantor's Property. Any and all reasonable expenses that Grantor may incur in enforcing Grantee's obligation to maintain the Ingress and Egress Easement and Grantor's Property in clean and sanitary fashion and to fully and completely remove snow and ice shall be the responsibility and liability of Grantee and may be enforced against the Grantee under this agreement. Grantor shall give Grantee ten (10) days prior written notice, and the right to cure any unsatisfactory maintenance and repair matters. Snow removal matters shall be handled and cured within three (3) days of written notice made and given.

(4) Temporary Easement for Existing Driveway and Ramp. There presently exists upon Grantor's Property a driveway and ramp. Grantor herewith grants to Grantee a Temporary Easement over, upon and across said driveway and ramp for purpose of Ingress and Egress to the North Tunnel and for delivery service and garbage removal service for the Mall Property. Said Temporary Easement shall be strictly limited to said purposes and shall continue from the date of this agreement until April 1, 1994 at which time this Temporary Easement shall be terminated and extinguished unless the Temporary Easement has been extended in writing by the Grantor. The Grantor agrees that the Temporary Easement shall be extended from month-to-month beyond the above said termination date in the event that construction has not commenced, or is not scheduled to immediately commence upon Grantor's Property.

During the period of time that the Temporary Easement is in force and effect, the Grantee accepts and acknowledges full responsibility for any and all snow and ice removal upon Grantor's Property as may be necessary to accommodate access to the Mall Property through the North Tunnel for the easement purposes as set forth herein. Grantee further accepts responsibility for all maintenance, repair and replacement that may be necessary to accomplish the Temporary Easement services upon Grantor's Property.

During the Temporary Easement period the Grantee further promises and agrees to fully indemnify and hold the Grantor harmless from any and all damage and liability of any type or kind, including costs and attorney's fees, arising from any use of the access across Grantor's Property, whether or not permissible under this agreement, or from the permitted access across Grantor's Property by the Grantee, its tenants (including employees, agents, invitees and licensees of tenants), and Grantee's employees, agents, invitees, licensees, contractors, sub-contractors, or any other person thereon found, excepting only those matters which arise from the grossly negligent and willful misconduct of Grantor. The Grantee will take all steps necessary to insure that to the fullest extent possible, access to Grantor's Property is limited to those persons, parties and entities who are entitled to use the Temporary Easement for the strictly limited purposes as set forth herein. The Grantee will further take all action necessary to insure that Grantor's Property is not used for parking purposes except by persons and parties expressly authorized in writing by Grantor.

All costs and expense that may be reasonably incurred by Grantor to assure compliance with the requirements of the Temporary Easement as above specified shall be the responsibility of Grantee and may be enforced under this agreement by the Grantor as against the Grantee, its successors and assigns. All costs and expense related to the relocation to the permanent Ingress and Egress Easement location as specified in Exhibit "D" hereto shall be borne by the Grantee. Any costs and expense related to the relocation shall be paid immediately by the Grantee, and Grantee shall prevent any liens from being filed as against Grantor's Property by reason of work, labor and materials necessary to complete such improvements. In the event that the Grantor incurs costs and expense related to the relocation to the Ingress and Egress Easement as part of Grantor's construction and development upon Grantor's Property, then Grantee shall promptly pay and reimburse Grantor that portion of Grantor's costs and expense that is fairly and reasonably related to the relocation and related improvements necessary to accommodate Grantee's easement purposes as specified herein. The total costs and expense which Grantee shall be responsible to pay under the provisions of this Paragraph, related to the relocation from the Temporary Easement to the permanent Ingress and Egress Easement, shall not exceed $4,500.00.

2. <u>TERM</u>. The Easement Agreement granted herein and the rights and obligations of the respective parties shall run with the Land and shall constitute obligations appurtenant to the respective properties as set forth and described in Exhibit "A" and Exhibit "B" attached hereto. This Agreement shall be effective and binding on the parties upon execution of this agreement. Either of the Easements granted herein, or both of them, as the case may be, shall cease, become null and void, and shall revert again to Grantor, or his successors and assigns forever, if and when, the North Tunnel is no longer used for purpose of access to and from the Mall Property, or when the storm sewer to the Mall Property is no longer used and abandoned. Upon extinguishment, the Grantee shall promptly execute and deliver to Grantor such documents, and

shall do all other acts necessary to terminate, release and reconvey said Easements to Grantor, his successors and assigns.

3. **REPRESENTATIONS AND WARRANTIES**. Grantor represents and warrants that, subject to any liens, interests or encumbrances which are of record at the date of this agreement, and such easements and encroachments that are otherwise enforceable in law or in equity, which are not of record, that Grantor is the owner of Grantor's Property described in Exhibit "A" hereto, and has the right and authority to make and enter into this Easement Agreement.

The persons or officers who signed this Easement Agreement on behalf of the Grantee hereby certify that this Easement Agreement, and the rights and obligations of Grantee created hereby, have been duly authorized and approved to make and enter into this agreement for and in behalf of the Grantee by reason of and pursuant to the bylaws, voting procedures, regulations and other applicable provisions of Grantee's business organization, and any legal authority which may regulate Grantee, whereby this Easement Agreement may be authorized and approved.

4. **INDEMNIFICATION AND HOLD HARMLESS**. The Grantee represents, warrants and covenants that Grantee shall fully and completely indemnify and hold the Grantor harmless from any and all damage and liability, including costs and attorney's fees, arising in any way from Grantee's use of Grantor's Property and from the exercise by the Grantee of the easement rights granted herein, including Grantee's easement rights under the Storm Sewer Easement, the Ingress and Egress Easement, and the Temporary Easement. The indemnification and hold harmless obligation created hereby extends to all damage and liability arising from any access across Grantor's Property by the Grantee, its successors and assigns, its tenants (including employees, agents, invitees and licensees of tenants), employees, agents, invitees, licensees, contractors and sub-contractors, or any other person found thereon, and consistent with all other provisions with this agreement, excepting only those matters which arise from the negligent or willful misconduct of Grantor. Paragraphs 1.b.(1) and (4) above, set forth particular instances in which Grantee has specifically agreed to indemnify and hold Grantor harmless in circumstances that may otherwise be deemed negligent or willful. Grantee specifically agrees that it will indemnify and hold Grantor harmless for those matters which may otherwise be deemed negligent or willful under the provisions of paragraph 1.b.(1), related to flood and water damage; and Grantor specifically agrees to protect, defend, indemnify and hold Grantor harmless from all matters which arise under the provisions of paragraph 1.b.(4), excepting only those matters which arise from the grossly negligent and willful misconduct of Grantor.

The Grantee shall at all times during Grantee's use of the easements granted herein take reasonable measures to prevent any trespass upon or other unauthorized use of the easements and facilities upon Grantor's Property, including without limitation, posting of signs and installation of access barriers. The indemnification and hold harmless obligation created hereby shall be an obligation appurtenant to the Mall Property and shall be affective and binding upon the Grantor, its successors and assigns.

5. **COST OF RELOCATION AND IMPROVEMENTS**. Any and all costs related to the relocation of Grantee's easements, except as otherwise expressly provided for herein, which are necessitated by Grantor's construction, building and development upon Grantor's Property shall be at the sole cost and expense of Grantee. The Grantee is informed and advised that Grantor intends to build upon Grantor's Property, and that during said building period the use by Grantee of the easements granted herein may be a limited, restricted, and in some cases suspended during the period of construction. Grantee expressly consents to such reasonable restrictions, limitations, and suspensions of the easement rights granted hereby in order to facilitate construction upon Grantor's Property, and waives any claims or causes of action that may otherwise accrue by reason of such reasonable restrictions, limitations and suspension of easement rights. Grantee further understands and acknowledges that in the event of building upon Grantor's Property, there may be significant height limitations imposed upon Grantee's Ingress and Egress Easement. Grantor agrees that in the event of construction upon Grantor's Property, then the Ingress and Egress Easement corridor shall not be less than six (6) feet, eight (8) inches in height from the floor of said corridor to the lowest hanging required improvement, whether that improvement be the ceiling of the corridor, suspended fire sprinkling system equipment, or any and all other matters which may reduce height. Grantor makes no representation or warranty that such height will be sufficient for any particular purpose or use intended by Grantee hereunder, and Grantor makes no warranty or representation that the Ingress and Egress Easement can be used by vehicular traffic by reason of said height restrictions and limitations. The Grantee expressly accepts the 6'-8" height limitation, and expressly waives any right or claim that such height is not sufficient for purposes intended by this Easement Agreement. The Grantee will accept other reasonable restrictions and limitations as are necessary to allow the building, construction and development of Grantor's Property.

6. **MECHANIC'S LIENS**. The Grantee under the terms of this agreement is permitted to perform certain limited work upon Grantor's Property. Grantee agrees that it will not permit any mechanic's liens, material men's lien, or any other similar lien to be filed against Grantor's Property in the event that Grantee has caused work, labor or material to be furnished for or on behalf of Grantee. In the event that any mechanic's lien is filed against Grantor's Property related to work performed by Grantee, then Grantee will immediately pay and discharge that lien. Any and all costs, attorney fees and expenses that Grantor may incur in defending against said Mechanic's lien shall be the obligation of

the Grantee, and shall be enforceable as against the Grantee under this agreement. The Grantee, by obtaining a bond acceptable to Grantor in amount and as to the bond surety (approval of which shall not be unreasonably withheld), may contest the validity of any mechanic's or similar lien. Upon the entry of Final Judgment as to the validity and the amount of such lien, the Grantee will immediately pay the Judgment rendered, including all costs and attorney fees, and will obtain the immediate release of the mechanic lien or similar such lien at Grantee's expense.

7. **PUBLIC PURPOSE**. No part or portion of this agreement is intended to grant or to be deemed a dedication or gift of any part or portion of Grantor's Property to the general public, for the general public, or for any public purpose. The parties intend hereby that this agreement shall be strictly for the purposes set forth herein, and shall be strictly limited to the express purposes as stated herein.

8. **NOTICES**. Any and all notices, requests, communications, or documents in writing that are required to be made and given by this agreement, will be in writing and addressed to the respective parties at the addresses as provided below. All such notice will either be delivered in person, or mailed by certified mail, return receipt request, with postage prepaid. In the event that any such notices or communication are made and given by mail then such notice will be deemed to have been given three (3) days after the date of mailing as evidenced by the certified mail receipt.

The addresses of the respective parties where notice is to be sent shall be as set forth below until further notice as to a change of address is given:

Grantor: Swede Alley Properties, Inc.
333 Main Street
P.O. Box 1994
Park City, Utah 84060

Grantee: Park City Main Street Mall, L.C.
2960 Arabian Drive
P.O. Box 681719
Park City, Utah 84068

9. **EXTINGUISHMENT OF PRIOR EASEMENTS**. The parties hereto expressly agree that to the fullest extent possible any and all prior easements that affect Grantor's Property, and that were entered into by Grantor or Grantee or their predecessors in interest in either Grantor's Property, or in the Mall Property, shall be merged, extinguished and terminated by this Easement Agreement. It is intended hereby that the easements extinguished include, without limitation that those certain easements and recitals found in the Warranty Deed, Silver Mill of Park City, Grantor, and S. Michael Doilney, Grantee, recorded October 31, 1988 as Entry No. 299455, in Book 499, at Page 92, Summit County

Recorder's Office; and amendment to Warranty Deed Easements recorded March 28, 1989, as Entry No. 306365, in Book 516 at Page 755, Summit County Recorder's Office.

10. **SUPPLEMENTAL DOCUMENTATION**. The parties hereto agree that they shall cooperate with each other in the execution of any and all supplemental and collateral documents as may be necessary to perfect the intent and purposes of this Easement Agreement.

11. **SURVEY MAP EXHIBIT**. Attached hereto as Exhibit "E" and incorporated herein is a surveyor's map, identified as "North Tunnel Easements", said survey map is attached to this Easement Agreement for purposes of reference and clarification of the parties' intent concerning the location of the subject easements granted herein.

12. **SEVERABILITY**. In the event that any clause, sentence, or other portion of the terms, covenants, conditions, and restrictions of this Easement Agreement become illegal, null or void for any reason, or it is held by any Court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

13. **ATTORNEY'S FEES**. In the event of any breach or default hereof, and in the event of any action or proceeding between the parties hereto, whether or not a Court action has been filed or judgement is rendered upon the cause of action, then the breaching and defaulting party shall pay all such costs and reasonable fees that are incurred pursuant to the enforcement of this Easement Agreement. In the event of litigation, the unsuccessful party shall be responsible to pay all costs and attorney's fees incurred by the prevailing party in that litigation.

14. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. This agreement may not be amended except by further agreement in writing executed by all parties hereto or by their respective successors and assigns. There are no other promises, warranties, covenants or undertakings other than those expressly set forth herein.

15. **SUCCESSORS AND ASSIGN**. This Agreement and the easements granted herein and the rights and obligations specified herein shall run with Grantor's Property and the Mall Property and shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, successors and assigns, and all persons claiming by, through, or under them. Any reference made herein to Grantee or Grantor is intended to refer also to any and

all of their respective transferees, successors and assigns, and all persons claiming by, through or under them.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date written above.

GRANTOR:

SWEDE ALLEY PROPERTIES, INC., a Utah Corporation

By: Brent A Gold

Its: President

GRANTEE:

PARK CITY MAIN STREET MALL, L.C., a Utah Limited Liability Company

By: Russell A. Wong

Its: TRUSTEE FOR MEMBER
WONG FAMILY TRUST DATED APRIL 30, 1981

STATE OF UTAH)
: ss.
County of Summit)

On this 26th day of January, 1994, personally appeared before me BRENT A. GOLD, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and who, being by me duly sworn, did say that he is the President of Swede Alley Properties, Inc., a Utah Corporation and that said document was signed by him in behalf of said corporation, and said, Brent A. Gold, acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
ROBERT C RODMAN
1700 PARK AVE. P.O BOX 2033
PARK CITY, UT 84060
My Commission Expires NOV 27 1997
State of Utah

Robert C Rodman
NOTARY PUBLIC
Comm Expires: Nov 27, 1997

STATE OF UTAH)
: ss.
County of Summit)

00396886 Bk00783 Pg00293

On this 25TH day of January, 1994, personally appeared before me Russell A. Wong, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the * ________________ of Park City Main Street Mall, L.C., a Utah Limited Liability Company, and that said document was signed by him in behalf of said Limited Liability Company, and said Russell A. Wong acknowledged to me that said Limited Liability Company executed the same.

*Trustee of the Wong Family Trust dated April 30, 1981 as member

NOTARY PUBLIC

ga31214

NOTARY PUBLIC
CHRISTY HOBBS
First American Title Co. of Utah
P.O. Box 1814
Park City, Utah 84060
My Commission Expires 6/28/97
STATE OF UTAH

00396886 BK00783 PG00294

EXHIBIT "A"

(GRANTOR'S PROPERTY)

(PARCEL 1)

THE EAST 11.95 FEET OF THE NORTH 5 FEET OF LOT 12, AND THE EAST 11.95 FEET OF LOT 13, BLOCK 22, PARK CITY SURVEY.

(PARCEL 2)

THE NORTH 5 FEET OF LOT 13, AND ALL OF LOT 14, BLOCK 69, MILLSITE RESERVATION TO PARK CITY.

EXHIBIT "B"

The Mall Property

ALL OF LOTS 7, 8, 9, 10, 11, 12, 13, 14, AND 15, BLOCK 11, PARK CITY SURVEY OF BUILDING LOTS, COUNTY OF SUMMIT, STATE OF UTAH.

ALSO LOTS 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, AND 28, BLOCK 11, PARK CITY SURVEY OF BUILDING LOTS, COUNTY OF SUMMIT, STATE OF UTAH.

The above described property is also known by the situs address, as assigned by the County Official, is: 333 Main Street, Park City, Utah 84060.

00396886 Bk00783 Pg00296

EXHIBIT
" C "

STORM SEWER EASEMENT

A 6.0 foot wide storm drain easement being 3.0 feet each side of the existing storm drain line whose centerline is described as follows:
Beginning at a point South 23° 31' 00" East 9.90 feet from the Northeast corner of Lot 14, Block 69, Millsite Reservation; and running thence South 60° 08' 28" West 48.63 feet; thence South 66° 15' 37" West 13.44 feet and terminating.

C:WPWIN\DESCRIP\GOLD.DEC

EXHIBIT
"D"

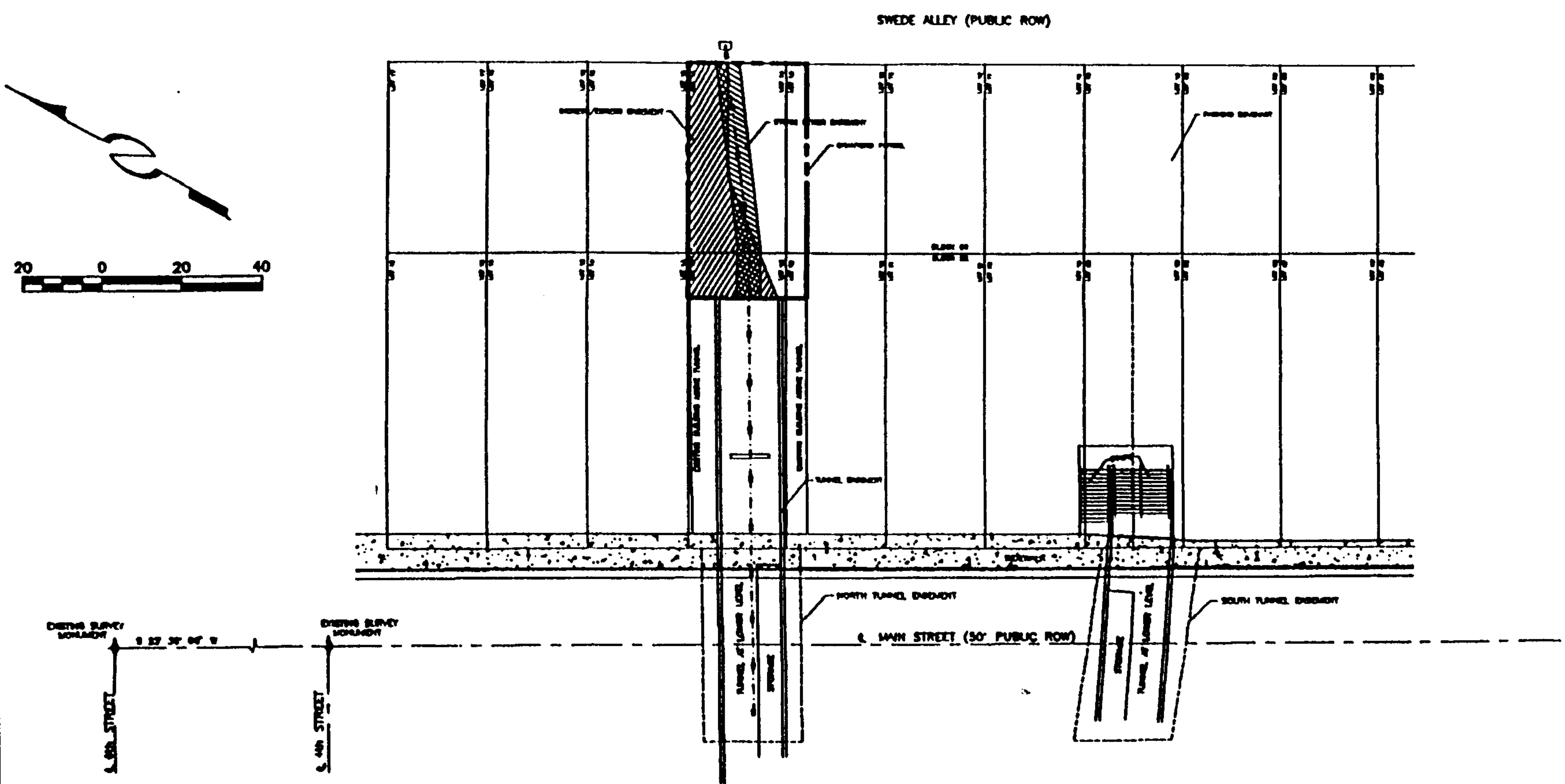
NORTH TUNNEL INGRESS AND EGRESS EASEMENT

Beginning at the Northeast corner of Lot 14, Block 69, Millsite Reservation; and running thence along the East line of Lot 14 South 23° 31' 00" East 10.00 feet; thence South 66° 29' 56" West 30.00 feet; thence South 44° 37' 49" West 34.22 feet; thence North 23° 36' 44" West 22.28 feet; thence North 23° 24' 33" West 0.48 feet; thence along the North line of Lot 13, Block 22, Park City Survey North 66° 34' 45" East 11.95 feet; thence along the North line of Lot 14, Block 69, Millsite Reservation North 66° 29' 56" East 49.85 feet to the point of beginning.

C:WPWIN\DESCRIP\GOLD2.DEC

EXHIBIT
"E"

00396886 Bk00783 Pg00299



Alliance Engineering	REVISED:	STAFF: BRYAN ALSBERG	PAGE 1 OF 1	GRANTOR PARCEL
		DATE: 12-29-03		FOR: SWEDE ALLEY PROPERTIES, INC
				FILE: Y:\PCS\D\SAP JOB NO.:

103

Resolution No. 99-

A RESOLUTION AUTHORIZING THE MAYOR AND CHAIRMAN OF THE REDEVELOPMENT AGENCY TO EXECUTE AN OFFER TO SELL WITH THE UNITED STATES POSTAL SERVICE FOR THE SALE OF A PORTION OF LOT 9 SNOW CREEK CROSSING, PARK CITY, UT

WHEREAS, the United States Postal Service is interested in developing a new Post Office in Park City to accommodate the growing needs of the Community; and

WHEREAS, the Park City Redevelopment Agency purchased Lot 9, Snow Creek Crossing with the knowledge that the Postal Service was interesting in a portion of the parcel to build a new Post Office; and

WHEREAS, the proposed offer to sell specifies conditions of development which are desired by the City; and

WHEREAS, the Postal Service has agreed to maintain the Post Office on Main Street and the construction of a new Post Office allows the Postal Service to remodel the Main Street Post Office to be more convenient and customer service oriented; and

THEREFORE, BE IT RESOLVED that the City Council and Redevelopment Agency of Park City as follows:

SECTION 1. AUTHORIZATION AND FINDINGS. The City Council authorizes the Mayor and Chair of the Redevelopment Agency to enter into an Offer to Sell with the United States Postal Service based upon the following findings:

1. The sale of the property for use as a Post Office is consistent with the Park City General Plan.

2. This offer to sell includes mechanisms sufficient to assure that the Post Office facility is compatible with the community.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 14th day of January, 1999.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, City Recorder

PARK CITY REDEVELOPMENT AGENCY

____
Chairman Bradley A. Olch

Attest:

____
Janet M. Scott, Secretary

Approved as to Form:

____
Jodi F. Hoffman, City Attorney

Offer to Sell Real Property

Facility Name/Location

Park City, UT - Main Office (496800-G03)   Project : E87085

The undersigned, hereinafter called the Seller, in consideration of mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby makes the irrevocable offer to sell and convey to the United States Postal Service (Postal Service) and its assigns, the fee simple title to the following described land, with the buildings and improvements thereon, hereinafter referred to as "Land", and all rights, hereditaments, easements and appurtenances thereunto belonging, and legally described as follows:

Proposed Lot 9 A, Snow Creek Crossing Subdivision, Park City, County of Summit, Utah. Said legal description to be amended at a later date by ALTA/ACSM Land Title Survey, and approved subdivision plat by Park City Council.

Subject to the following rights outstanding in third parties:

Except as shown on attached Exhibit "A" attached hereto and made a part hereof.

Excepting and reserving to the Seller the following rights and interests:

See exceptions (a) through (n).

The terms and conditions of this offer are as follows:

1. Seller agrees that this offer may be accepted by the Postal Service through any duly authorized representative, by delivering, mailing or telefaxing a notice of acceptance to the Seller at the address stated below, at any time within 120 calendar days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

2. The Postal Service agrees to pay the Seller for said Land the sum of $2,000,000.00 ***Two Million and 00/100 Dollars*** payable upon approval by the Postal Service of the Seller's title and execution and delivery by the Seller of a good and sufficient General Warranty Deed with Deed Reservations regarding mineral rights conveying said Land with the hereditaments and appurtenances thereunto belonging to the Postal Service and its assigns, in fee simple, free and clear form all liens and encumbrances, except those specifically excepted or reserved above.

3. The Postal Service will pay to record the deed to the Postal Service and the procurement of the necessary title evidence.

4. The Seller agrees that all taxes, assessments, and encumbrances which are a valid lien against the Land as of the time of conveyance to the Postal Service shall be satisfied of record by the Seller at or before the transfer of title and, the Seller, will, at the request of the Postal Service and without prior payment or tender of the purchase price deliver the General Warranty Deed with

Deed Reservations to the Postal Service and obtain and record such other curative evidence of title as may be required by the Postal Service. If the Seller fails to satisfy any such liens or fails to secure such curative evidence as required within sixty (60) days of acceptance of this offer by the Postal Service, the Postal Service may pay said liens and cure such defects and deduct any cost incurred from the purchase price of the Land. Real estate taxes for the current year, utilities and rents, if applicable, are to be pro-rated as of the date of closing.

5. The Seller agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Seller until the title to the Land and deed to the Postal Service have been accepted by the Postal Service through its duly authorized representative or until the right of occupancy and use of the Land, as herein below provided for, has been exercised by the Postal Service; and, in the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance or title to such property, in which case there shall be an equitable adjustment of the purchase price.

6. The agents, employees or representatives of the Postal Service shall have the right, during the period of the offer, subject to the use made of the premises by the Seller to enter upon the said premises for the sole purpose of inspecting the same and making test borings, plans and topographical surveys in connection with the Postal Services's contemplated use of the premises. The Postal Service, at its expense shall promptly restore the property of the Seller to its original condition in accordance with good engineering practices.

7. Possession of the property shall be delivered to the Postal Service on closing unless a different possession date is herein specified.

8. The Seller agrees not to rent, lease or otherwise increase tenancy on any portion of the property subsequent to execution of this Offer to Sell Real Property.

9. No member of or delegate to Congress may be admitted to any part or share of this option, or to any benefit arising from it. This prohibition does not apply to the extent this option is with a corporation for the corporation's general benefit.

10. Contingent Fees:

a. The Seller warrants that it has not employed or retained any person or selling agency to solicit or obtain this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability, or at its sole discretion, to deduct from the contract price or consideration or otherwise recover from Seller the full amount of the commission. Percentage, brokerage fee, or contingent fee.

11. The terms and conditions aforesaid apply to and bind the Seller's heirs, executors,

administrators, successors, and assigns.

12. Seller authorizes the Post Office to conduct any tests it deems necessary to determine whether contamination exists on said Land. Seller certifies that it is not aware of any contamination, hazardous material or underground tanks or associated piping on the site. Seller warrants that since Seller purchased the Land no contamination or hazardous material has been detected on site.

13. All terms and conditions with respect to this offer are expressly contained herein and the Seller agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this offer not expressly contained herein. Similarly, the Postal Service agrees that no representatives or agent of the Seller has made any representation or promise with respect to this Offer not expressly contained herein.

14. Seller warrants that legal title is held as follows: Park City Redevelopment Agency

Addendum

Facility Name/Location
Park City, UT - Main Office (496800-G03)

1. **Price Adjustment.** The purchase price, as identified in paragraph two of this offer, is $2,000,000. In the event Park City Municipal Corporation (PCMC) modifies said square

footage from the attached site plan, the purchase price shall be adjusted accordingly based on appraised value of $20.20 per square foot.

2. **Conditions**. As further conditions of this agreement, if any of which survive and shall be enforced after closing, the Postal Service agrees as follows:

a) The Postal Service will enter into reciprocal cross easements to the satisfaction of PCMC and Seller for circulation, parking, construction and utilities with the owner of Lot 9.

b) The Postal Service will implement exterior design and landscape plans acceptable to PCMC and Seller.

c) The Postal Service agrees to pay for the realignment, restoration, and dedication of a public trail along the northern boundary of the Land to the reasonable satisfaction of PCMC in an amount not to exceed $20,000.

d) The Postal Service agrees not to request support or use of any new curb cuts onto Highway 224 in the vicinity of the Park City postal project.

e) The Postal Service agrees not to direct or permit, and to design in a manner which discourages any semi truck traffic to enter over the contiguous private access drive along the north property line, all to the reasonable satisfaction of PCMC. Semi truck exiting will be permitted onto SR224.

f) The Postal Service agrees to pay 25% of the cost of a traffic signal to be located at a future time at the intersection of SR224 and Snow Creek Drive. The Postal Service's will not exceed $75,000.

(g) As a condition of this Offer, the Postal Service shall not exercise, nor claim the benefit of sovereign immunity in the areas identified below. The Postal Service will comply with Park City Municipal Land Management Code and Park City Design Guidelines requirements in the following areas to the extent they do not conflict with the United States Postal Inspection security requirements. If the LMC or Park City Design Guidelines conflict with the United States Postal Inspection Security requirements, Postal Service will comply with Park City laws to the maximum extent possible:

1) <u>Site plan</u>. The site plan shall substantially conform to Exhibit B. Postal operations such as dock and truck maneuvering areas and employee parking shall not be affected by these regulations.
2) <u>Landscaping</u>. Landscaping shall comply with provisions in the LMC.
3) <u>Building Design</u>. The Post Office must be granted approval from the Community Development Director or on appeal from the Park City Council for exterior building elevations consistent with the Park City Design Guidelines.
4) <u>Signs</u>. All signs shall conform with the Park City Sign Code. Flag Poles placement shall not be within the first 30 feet of the Frontage Protection Zone.

5) Exterior Lighting. All exterior building lighting and parking lot lighting shall conform with the LMC.

6) Remodeling/Renovation. The Postal Service will generally comply with the LMC and Park City Design Guidelines requirements with respect to the areas covered in Subsection (g) in any major remodeling or renovation of the Park City Postal Project.

(h) . The Postal Service agrees to pay Park City 50%of the cost for an access road, curb, gutter, drainage and waterline extension from Snow Creek Drive to the property line of Lot 9A. The Postal Service may access the dock and employee parking area from the access road. Park City agrees to complete construction of the roadway by August 31, 1999 or within 120 days of the Postal Service commencing site work on Lot 9A, whichever is later. Park City shall not be required to complete any road work between October 15 and May 15. In the alternative, Park City may notify the Postal Service in writing within 30 days of the Postal Service commencing site work on Lot 9A, that it does not intend to construct the road at that time. In which case, the Postal Service may complete said roadway at its own cost. Upon completion of the access road by the Postal Service, said roadway will be exclusively for the benefit of the Postal Service until such time that Park City reimburses the Postal Service its 50% of road costs. In the event that Park City secures other federal funding for the development of said roadway, the Postal Service will be responsible for 50% of the costs not covered by the grant , as long as the Postal Service reinvests any savings in enhancements of the Park City postal project. Enhancements could include items such as public art, trail improvements, improved exterior finishes or architectural detailing, habitat protection or decorative landscaping not already a part of the project, but must meet Park City's reasonable satisfaction in advance of installing enhancements.

(I) . The Postal Service agrees to pay the Park City Water Service District $30,000 for water related issues, excluding its proportionate share of cost of a water line from the connection on the north to Snow Creek Drive referenced in "h" above. As a condition of the Postal Service paying this amount, Park City agrees that it will not impose any water impact fees. The Postal Service will pay customary user fees for water service.

(j) The Postal Service agrees to pay $75000 to cover its proportional cost of a traffic signal and any required intersection improvements, to be located at a future time, at the intersection of SR224 and Snow Creek Drive. The Postal Service will pay these fundsupon closing.

(k) The Postal Service agrees to refrain from constructing any parking west of the driveway in front along SR224 unless the City fails to make at least 12 parking spaces available for use by employees and customersIf the City fails to construct such improved parking for the Postal Service, the Postal Service shall construct no more then 12 spaces west of the driveway adjacent to SR224.

(l) No part of this Agreement shall merge into the deed upon delivery.

Date:_______________

Park City Redevelopment Agency
Chair, Bradley A. Olch

____
Signature

Attest:

____
Janet M. Scott, Secretary

Park City Municipal Corporation
Mayor, Bradley A. Olch

____
Signature

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Jodi Hoffman, City Attorney

Notice of acceptance of this offer to be sent to:

Seller: Address: P.O. Box 1480 Park City, Utah 84060-1480
Telephone No: (435)615-5007
Taxpayer ID:

____
Witness to Seller

____
Witness to Seller

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

On the _____ day of _______________, 1998, personally appeared before me Bradley A. Olch, who by me duly sworn, did say that he is the Mayor of Park City Municipal Corporation and the Chair of the Park City Redevelopment Agency that said document was signed by him in behalf of said corporation and agency by authority of their bylaws and said Bradley A. Olch acknowledged to me that said corporation and agency executed the same.

____

Notary Public

My Commission expires on:___________

Date:________________

The offer to the Seller contained herein is accepted for and on behalf of the United States Postal Service.

Cheryl Hamilton ________________ | ______________________________
Print Name and Title of Contracting Officer | Signature of Contracting Officer

Denver Facilities Service
8055 E Tufts Ave #400, Denver, CO 80237-2881
Print Address of Contracting Officer

STATE OF ____________)
)ss.
COUNTY OF ___________)

On the _____ day of ______________, 1998, personally appeared before me Cheryl Hamilton, who by me duly sworn, did say that she is the Contracting Officer of the United States Postal Service, Denver Facilities Service, and that said document was signed by her in behalf of said corporation by authority of its bylaws and said Cheryl Hamilton acknowledged to me that said corporation executed the same.

____
Notary Public
My Commission expires on:___________

Resolution No. 1-99WSD

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 1999 MEETINGS AND APPOINTING OFFICERS OF THE ADMINISTRATIVE CONTROL BOARD OF THE PARK CITY WATER SERVICE DISTRICT

BE IT RESOLVED by the Water Service District of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Water Service District shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, indicating the specific location of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and same delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Water Service District's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-4 and 52-4-5 of the Utah Code. A closed meeting may be held upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-6, provided a quorum is present. No closed meeting is allowed except as to matters exempted under Section 52-4-5; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting, the roll call, and any dissenting vote to close the meeting, shall be entered in the memorandum of closed session and made a part of the minutes.

SECTION 5. SPECIFIC MEETING DATES. The schedule for the Water Service District meetings in 1999 are as follows:

January 7, 14, 21, 28	July 1, 8, 15, 22, 29
February 4, 11, 18, 25	August 5, 12, 19, 26
March 4, 11, 18, 25	September 2, 9, 16, 23, 30
April 1, 8, 15, 22, 29	October 7, 14, 21, 28
May 6, 13, 20, 27	November 4, 11, 18
June 3, 10, 17, 24	December 2, 9, 16, 23, 30

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Administrative Control Board of the Park City Water Service District shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 14th day of January, 1999.

PARK CITY WATER SERVICE DISTRICT

____
Chairman Bradley A. Olch

Attest:

____
Janet M. Scott, Secretary

Approved as to form:

____
Mark D. Harrington, Deputy City Attorney