PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 9, 1997

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, January 9, 1997.

AGENDA

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

3:00 p.m. Council questions and comments
3:20 p.m. Council chambers remodel
4:20 pm. General Plan draft review
5:20 p.m. Review of regular meeting
- In lieu parking fee
- Plats
- Leases
- Appointments

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

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF DECEMBER 5, 1996, AND DECEMBER 12, 1996

V PUBLIC HEARING

1. Resolution replacing Resolution No. 29-94, Fee Resolution, in its entirety and deleting Section 1.2.11, School Facilities Impact Fees and amending Section 8.1., fee in lieu of providing public parking

2. General Plan - Phase 1

VI CONSENT AGENDA

1. Resolution establishing a regular meeting date, time, and location for meetings of the City Council of Park City, Utah for 1997

2. An Ordinance approving a condominium plat for the Parkview Condominiums at 2260 Jupiter View Drive, being Lot 2 of the Parkview Subdivision, located in the Northeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Utah

3. 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 & Meridian, Park City, Utah

4. Authorization to staff to enter into a training center agreement with U.S. Skiing at the Park City Racquet Club

VII RESIGNATIONS AND APPOINTMENTS

Appointment of Mayor Pro Tem and Alternate Mayor Pro Tem

IX ADJOURNMENT

Redevelopment Agency and Municipal Building Authority meetings will convene to establish meeting dates for 1997

Posted: 1/6/97

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JANUARY 9, 1997

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

Toby Ross, City Manager; Jodi Hoffman, City Attorney; Rick Lewis, Community Development Department; Jerry Gibbs, Public Works Director; Frank Bell, Chief of Police; Kirsten Whetstone, Planner; Tom Bakaly, Finance Director; Jan Scott, City Recorder; Nora Seltenrich, Special Projects Manager; Rick Lewis, Community Development Director; Eric DeHaan, Engineer; Kathy Kelly, Racquet Club Coordinator; Bob Johnston, Leisure Services Director

Holly Adams and Burke Cartwright, Edwards & Daniels Architects (EDA); Joe Nelson, Spectrum Engineering

Bill Gorton, Vice President, Ski Team; interested people in fitness center: Carol Slettom, Stacey Coleman, Chris Johnson

1. **Council questions/comments.** Hugh Daniels asked about the Historic District Reconnaissance Survey, which categorizes historic significant buildings. Rick Lewis stated that it is completed, but has not been distributed to residents. In response to a question from Mr. Daniels about valet parking, Mr. Gibbs stated there has been good utilization the last two weeks. Council member Daniels added that he attended the joint Planning Commission meeting with Summit County and there appears to be cooperation and interest in joint planning; he hoped that this approach would involve Wasatch County as well. He discussed the interagency task force meeting and inviting Wasatch County representatives was suggested. He felt that the task force has the potential of getting a lot accomplished, especially when the new School Superintendent is on board. Mr. Daniels shared a brochure on ice rink bumper cars.

Shauna Kerr complimented the snow plow and transportation crews. As a ski host at Deer Valley, she has received positive comments from guests about the services of the City. Ms. Kerr added that many return visitors are not driving cars and using the transportation system. She suggested that the signage at the ski resort contain time schedules for buses at different locations. Mr. Gibbs believed there is a sign at the Park City Ski Area and Ms. Kerr suggested one be installed at Deer Valley. She added that she has received comments from cab and bus drivers, firemen, and residents about the traffic calming island on Park Avenue. She explained that the cab person actually witnessed people turning left onto Park Avenue from Deer Valley on the wrong side of the divider on two different nights. Ms. Kerr stated that she was in favor of this measure, but would almost favor a no through traffic sign and remove the impediment. Ms. Kerr reiterated that people feel it is creating more problems than it is eliminating. Hugh Daniels added that he has an office at the location and has observed drivers cutting on the inside, but felt that people are still being educated. Jerry Gibbs indicated that staff has been talking with UDOT who has concerns with the eight foot transition of the lane on Park Avenue. The City may be required to move it back and one option discussed is UDOT installing left and right hand turn arrows.

The Mayor suggested that at some point, the Council should meet with the Salt Lake City Council; members agreed it is a good idea in light of the upcoming Olympic negotiations. Chuck Klingenstein recognized the problems with the traffic calming island, but felt that if traffic is to be slowed down, impediments need to be put in the way. He referred to a traffic calming program in a County in Maryland and stated that slowing speeding cars is a country-wide trend. Mr. Klingenstein believed that the total plan needs to be implemented. He added that one citizen pointed out the liability factor and Ms. Kerr felt that the highest liability is a driver on the wrong side of the island. In response to a question from Mr. Klingenstein, Toby Ross explained that the County programmed only the amount of last year's capital cost payment for the Western Youth Program and didn't recognize the additional improvements and increased capital contribution. The solution is that Summit County will pay the City the budgeted $35,000 and will provide a promissory note for the balance which will be paid next year. A year from now, it is hoped that the County will no longer have to pay capital because the County will have provided playing fields.

Mr. Klingenstein continued that the County approved helicopters in Deer Valley and asked for clarification of the flight patterns. Kirsten Whetstone explained that the interim approved landing area is across from the Silver Mine and the other one is the top of Bald Mountain. Ms. Kerr did not feel that the operation will last very long because it has been less than successful. She explained that the business is only conducting sight-seeing tours because it doesn't have an approved ski tour site. People have to take a van to the Uintas to helicopter ski and it costs $600 a day.

Paul Sincock pointed out the confusion with validation for parking in the Marriott parking structure and the City's valet parking program. He observed that the deliveries on Main Street during the holidays created severe traffic problems. Mr. Sincock announced that *Rider Magazine* will sponsor a motorcycle rally and trade show on August 13 through August 16. He relayed that Recycle Utah is looking for used furniture for its new offices on Woodbine. For the benefit of Mr. Sincock, Tom Bakaly explained that the validation coupons are printed and available for sale in the Finance Department. Mr. Sincock suggested that on high volume nights that a traffic officer direct traffic at Heber Avenue and Main Street to improve circulation. Mr. Sincock discussed residents obeying speed limits throughout town and felt that a public relations campaign could be discussed at the retreat.

Mr. Harlan observed that there are more available parking spaces on Main Street which he attributed to the aggressive parking enforcement efforts. He discussed riding with police officers on Saturday and encouraged Council members to do the same as it was very informative. He reported his surprise that only 75 cars used the valet parking service on Saturday evening. City Recorder Jan Scott discussed the upcoming Council schedule and building code training, which may require three hours of work session time. The City Council agreed that February 13 would work and it was explained that insurance rates are lower if elected officials are trained. Paul Sincock informed Council that the Arts Council received a $10,000 grant from Summit County. Features of the upcoming retreat were discussed.

2. **Council Chambers remodel.** Frank Bell reintroduced Holly Adams and Burke Cartwright from EDA, who were asked to bring back lighting and HVAC options. Joe Nelson of Spectrum Engineering referred to the report produced by EDA and pointed out the three audio-visual system descriptions outlined. Mr. Nelson stated that the base system is good but is minimal, the middle system improves the base system and the largest difference between the middle and the third system is that the latter includes video features. The Mayor asked Mr. Nelson to explain why Council should spend an extra $10,000 from the base cost to the improved system. Joe Nelson clarified that the telephone interface is used more by courts than council meetings. It gives the sound system the ability to interject its signals on the telephone system so the meeting can be listened by phone at a distant location and the person on the phone can be heard on the system at the meeting. The Mayor felt that conferencing would be more applicable for large corporations and questioned if it would be applicable to a municipality. Mr. Ross explained a conferencing system he experienced in Roosevelt. It was pointed out that the radio station could benefit from this capability. Ms. Kerr stated that in the event a Council member couldn't physically attend a meeting and a quorum is essential, the Council could legally conduct business through conferencing. Joe Nelson understood that the court may not be in Park City for the long term, but reiterated that this is standard equipment for court rooms. Ms. Adams added that it provides Council with flexibility for things it may not have thought of before and keeps Park City current with other cities' technologies. Mr. Nelson explained the four channel recording system which segregates microphones through a matrix switcher. Another option is a control panel which turns on and off microphones so that private conversations can be conducted. Under the improved system, Mr. Nelson explained that number one describes the pathways to the conduit and number two puts the cable in the pathways so that it is pre-wired. Roger Harlan pointed out that the wiring could be done at a later point. Mr. Nelson felt that Council would want to do the conduit at this stage.

Joe Nelson pointed out that the advanced system contains three more audio items . It includes a translation system, a feature for courts which broadcasts a sound so that bench conferences cannot be heard, and a panel for the benefit of the radio station, for example, which can record or broadcast signals. The video system includes cameras, monitors, projectors and video switchers. He continued that there needs to be resolution on the monitors or video projectors. Video switchers can be tied to the microphone mixing system and aiming cameras are triggered by voice or noise. Installing monitors in various locations in the room was discussed. Ms. Adams added that locations depend on the architectural design selected by Council. Toby Ross reported that most complaints have been the inability to present graphic materials and video could accommodate this option. Ms. Kerr emphasized that her biggest concern is making sure the public can see presentations. Mr. Sincock added that a video system would be helpful if meetings were broadcasted on the local television channel. The City Manager suggested selecting features of the base system and a video system and Mr. Nelson stated that the numbers can be put together if Council can make a determination on the combination of options. Roger Harlan brought up the orientation of public seating for better viewing of presentations and Ms. Adams pointed out that there was an option but its limitations were too compromising.

The Mayor felt that Council needs to look at the individual cost of items so that it can make selections. Mr. Nelson asked for direction on the audio-visual system based on the information provided today. Mr. Sincock relayed that the cost information is important but he is more concerned about the video than the sound system. Ms. Kerr requested information as to what extent the video capabilities are driving the $40,000 difference between the middle and the advanced systems and if there is a less expensive alternative to accomplish the visual presentation goals. There was discussion about accommodating computer graphics and the Mayor felt that presenters could be informed that all information will be presented in this manner, rather than slides, etc. The City Manager clarified that the discussion on the video also involved cameras on people testifying or presenting material, and capturing the presentation material is more important than imaging people. It was clarified that viewing the presentation material was important and that the control switch be located at the Recorder's panel.

Ms. Adams stated that acoustics is an added line item to control the sound emanating from the boiler room. She explained that Concept 1 maintains the dias, and a second option is refinishing the dias. The recording station is switched to the other side of the room, there is a middle partition system, and four foot doors. When it is divided, there can be meetings on both sides. She pointed out the various pricing options depending upon features. She included the higher-end amount for HVAC on everything based on Council's directive last meeting. This provides full temperature control and ventilation on two separate systems. The second concept removes the dias and replaces the platform with a six inch step, rather than the current 11 inch step, which provides more ceiling height; the dias would be pulled away from the wall. There are built-in staff tables and recording station, and room for a jury box. The six inch step would allow a ramp for the dias for accessibility of handicapped members. Ms. Adams pointed out that there was an error in the estimate for lighting and the $12,000 solution discussed at the last meeting now is $20,000. This would include new pendants and other fixtures. She emphasized that lighting will make the most dramatic difference for the space. It was explained that currently juries are seated at a free standing table. Ms. Adams reported that the architectural features in Concept 2 decrease the furnishing costs. Mr. Ross urged Council to make a decision on its preference for Concept 1 or 2 and then finishes can be discussed. In response to moving the dias forward, Burke Cartwright explained it raises the Council slightly for good lines of sight and providing a handicap ramp is appropriate. Paul Sincock commented that furniture could still be built-in in Concept 1 as he would rather spend the money on lighting, audio-visual, and finishes as opposed to moving the dias. Ms. Adams clarified that there would be no loss in public seating in Concept 2. Mr. Cartwright felt that it is beneficial to move the dias forward to be closer to the audience and the ability to accommodate a handicap ramp. There was discussion about using the smaller room as the work session room and the current work session room would probably be turned into office space. Ms. Adams emphasized that moving the dias forward only increases the space by two and a half feet which would provide some corridor space in the event a screen is installed behind the Council panel.

Bob Stephens referred to the discussion about having the switching panel at the recorder station in the smaller room, but when the room is actually divided, the audio-visual use may be greater in the larger room and it may be inconvenient to have to look sideways or to go to the other room to operate it. The Mayor felt that this is a good question and the consultants indicated that they will look into this. The Mayor added that because of the importance of the audio-visual equipment, the dias is inadequate and it makes more sense to commit to Concept 2 to allow better application of the system. Ms. Kerr agreed and felt that it is better to lower the dias, and to provide a ramp as it is required of other builders. This will also add more ceiling space and the cost isn't significant. The Mayor suggested that the ramp be moveable and used when needed.

With regard to providing direction to the consultants, the Mayor summarized that the Council prefers Concept 2 and the high-end HVAC and lighting. Ms. Adams continued that she will provide Council with a break-down of the audio-visual options. Roger Harlan noted that he added up the direction decisions which total $121,000.

3. **General Plan draft review.** There was discussion on the General Plan map. Ms. Seltenrich pointed out that the old plan didn't address the outlying areas. The Mayor directed Council to Page 46 of the General Plan draft. Rick Lewis continued that the area described as Flagstaff Mountain consists of considerable more acreage than the Flagstaff annexation. In response to a question from Paul Sincock, Ms. Seltenrich stated that it is the policy to create a buffer of open space around development but the map doesn't necessarily reflect the proposed application from United Park City Mines. Roger Harlan asked if there was a better word for open space "types". Ms. Seltenrich felt that "types" could simply be deleted or modified. It was pointed out that under the fourth bullet on Page 47, that the word "detention" as opposed to "retention" is probably correct. With regard to the seventh bullet on Page 47, Mr. Sincock suggested describing the examples of things involved with "concurrence" as the term somewhat technical. Shauna Kerr felt that language such as "including, but not limited to" preface examples. With regard to the last bullet on Page 47 dealing with providing wildlife prevention, Roger Harlan expressed that one of the most effective measures is clear-cutting, but that would not be aesthetically desirable. Ms. Seltenrich responded that that is part of the struggle throughout the document with development; she added that there has to be a clear zone around units so there is merit to clustered development, but there needs to be a plan for that and people need to understand the impacts. Mr. Harlan emphasized that this is an important statement and asked if it needs to be expanded. Rick Lewis didn't think so as there are Code requirements dealing with fire protection. On Page 48, under bullet one under Recreation and Amenity Objectives, Ms. Kerr requested that year round trails be indicated. She added that equestrian uses were omitted from this draft. Under Transportation Objectives under bullet one, Ms. Kerr felt that "public" should be replaced by "mass". The Mayor added that it should be understood

that mass transportation include private systems. Under Recreation and Amenity and Transportation Objectives, Chuck Klingenstein pointed out that pedestrians aren't mentioned and should be referred to throughout the Plan. Under the second bullet on Page 48, Mr. Sincock suggested adding "employee" to "affordable" housing components. He continued that under the White Pine section, there is reference to emergency evacuation routes but it is missing from Flagstaff. On Page 50 under Transportation Objectives, Ms. Kerr felt that it should be clarified that there be no net "negative" impact on existing City streets. Ms. Seltenrich explained that this was discussed by the Planning Commission who felt that as the number of vehicle trips increase, corresponding improvements need to occur. Paul Sincock felt that this explanation should be expressed in the statement.

As Council approached the White Pine Canyon section on Page 51, Ms. Seltenrich stated that she has some written comments from Keith Kelly and distributed them to the Council. Mr. Harlan wasn't sure if a quote from Governor Leavitt is appropriate to include in the Plan, but stated that the Governor has said that this is the most beautiful entry corridor in the state of Utah. Ms. Kerr suggested that there be signage defining an entry statement. Mr. Sincock recommended that under the first bullet under Environmental and Open Space Objectives, that the word "facing" follow eastern and northern slopes. Ms. Kerr reiterated that the last bullet dealing with adequate fire protection be added to the Flagstaff section. There was a discussion regarding Mr. Kelly's letter, including the potential for access to Iron Canyon from White Pine which should be minimized, according to the language in the Plan. It was decided to add Mr. Kelly's suggested language to the statement. Mr. Sincock agreed with Mr. Kelly that comments about White Pine should be consistent or tied to the County's General Plan. Ms. Seltenrich agreed but noted that she doesn't have a copy of the County's current draft. On Page 53, it was suggested to add fox and potguts to the third paragraph under Description. With regard to bullet two on Page 54 under Community Design Objectives, Paul Sincock suggested checking with the County about describing Old Ranch Road as an arterial road. The Mayor recommended that under Community Design Objectives, defining the frontage protection zone. Ms. Seltenrich explained that it is intended to be flexible as projects in the Sensitive Lands Ordinance Overlay Zone are reviewed on an individual basis. Toby Ross suggested referencing the Ordinance in the section.

Ms. Seltenrich explained that the Park City Neighborhoods Section was the result of public testimony at the hearings before the Planning Commission. Council member Harlan wasn't sure if reference to replicative architecture in the Historic District should be included in the General Plan but was concerned about its prohibition. Ms. Seltenrich explained that this will be discussed when Council reviews Historic District Design Guidelines. Toby Ross suggested that the second bullet on Page 57 be expanded to include Design Standards. Under the first bullet, Ms. Kerr recommended adding contextual review. Ms. Seltenrich felt that some policy can state that the existing Design Standards shall be evaluated and modifications made to deal with such items as contextual analysis. Mr. Sincock felt that the first bullet indicates that, but that the word "more" be stricken. Hugh Daniels felt that the title Historic District Infill be changed to simply Historic District. On Page 58 regarding the Entrance to Deer Valley, first bullet, the Mayor felt it is almost too late to re-evaluate the zoning. Ms. Seltenrich agreed, but explained that it appears here because of the public input. Mr. Olch felt that perhaps a down-zone could be looked at if there are properties left. Hugh Daniels suggested creating a better name for the Deer Valley neighborhood other than Entrance to Deer Valley.

4. **Review of regular meeting:**

In-lieu parking fee. Hugh Daniels supported $15,000 for the fee. Mr. DeHaan clarified that Council adopted an ordinance replacing the temporary zoning ordinance for parking requirements in the HCB but the fee was not determined if parking was not provided on-site for larger buildings based on the new formula. The Council requested that the fee reflect the real costs of building parking and staff has suggested figures in an attempt to accomplish that, however, since a parking structure isn't designed and bid there isn't an exact figure. The proposed fee amounts are the result of the Wilbur Smith study which indicates a high-end of $21,934 which includes the cost per space for construction and certain financing costs but not land costs. He relayed that some of the merchants presume that land costs have been purchased by the RDA already and should not be paid for again by people paying for in-lieu parking. Throughout the process, $14,000 has been discussed as there are some reasonable parking improvements that could be done like the paving of the Sandridge lot. Mr. Harlan asked that if the $22,000 fee was collected and if the Council elected not to build a parking structure, if the applicant would be entitled to a some sort of refund. Toby Ross emphasized that this is not an impact fee, but if it were an impact fee it would be illegal. He urged Council to select an option that is defensible as the fee is designed as an option to a developer who is required to provide parking. Mr. Ross felt that the number is largely irrelevant; there may be an issue when someone pays the $22,000 representing a structure which has not been authorized. He believed that Council is better protected with a lower number in terms of raising legal opposition. Mr. Ross continued that in the case of the $15,000, the debt service reserve, certain legal and financing costs, and capitalized interest have been omitted. It was again emphasized that this is a development option not a contribution to build a parking garage.

Mr. DeHaan noted that the City has only collected $94,000 in in-lieu fees from Main Street other than the original Main Street Mall Project which paid for much of the China Bridge Parking Structure. He distributed a letter from Tom Clyde who supports the $14,000 figure. Mr. DeHaan added that the higher fee would encourage the development of parking on-site which may result in a driveway across the Main Street sidewalk. Mr. Klingenstein asked how many parking spaces are estimated; Mr. DeHaan felt that no fees will be collected as most property owners will probably prefer the 1.5 FAR standard. Mr. Ross added that the parking spaces on the Park Avenue project average $11,000 per space and Summit Watch is about $15,000.

Appointments\Meetings. The Mayor recommended that Ms. Kerr be appointed Mayor Pro Tem and Chuck Klingenstein alternate Mayor Pro Tem as he received the highest number of votes at the last election. Hugh Daniels pointed out the meeting date errors in the MBA and RDA resolutions.

Fitness equipment. Bob Johnston updated Council on the Racquet Club Pro Shop, which has been quite successful in its first month of operation. He discussed two issues that have come up since Council's last meeting. One has been the Ski Team administrative employee use of the facility and in researching this impact, the Prospector Athletic Club personnel indicated that it was next to nothing. Kathy Kelly relayed that based on the Prospector numbers, 28 used it occasionally and there were nine hard-core users (three to five times a week). This would not involve full use of the Racquet Club but the fitness center, gymnasium and/or pool. Mr. Johnston proposed designing an application, including a waiver and a $25 fee, rather than issuing a card to every Ski Team employee. There is also a clause that states if there is a burden created by Ski Team employees using the facility, solutions can be negotiated. Mr. Harlan felt that it is not good public policy to enter into an agreement and then change the terms. Mr. Johnston didn't feel like the City would ask the Ski Team employees to stop using the facility, but would look at other options. Ms. Kelly explained that after there were public concerns expressed about this, staff proposed this language. She added that part of the goal in the Ski Team's proposal was to create something good for the community who wanted this to work. The intention is not to provide a place for the administrative staff to work out, but to create a joint use facility and Ms. Kelly believes this is a positive sign on the Ski Team's part to work toward its success. Ms. Kerr understood Mr. Harlan's concern as it could result in changing the terms of the contract; she felt it better to specify times now. Chuck Klingenstein stressed that the Racquet Club has too many people using it now. Hugh Daniels stated that he has concerns with the contract in general and could not support it as drafted. He noted that he whole-heartedly supports the Ski Team athletes, but felt that the contract is one-sided. Mr. Daniels felt the concept is possible, but that the agreement needs more work and it may be appropriate to render comments and table action. Mr. Ross explained that there is nothing in the space now and there are regular users anxious to use a facility. Staff has delayed having the equipment delivered until authorization from Council occurs. He suggested that if Council agrees with the notion conceptually, it may want to authorize delivery of the equipment; delays will affect service demands. Kathy Kelly reported that the equipment would be ready on January 17 if delivery was authorized today. Chuck Klingenstein thought that it was the Ski Team's intention to leave the equipment at the end of the lease, but now the lease indicates that the equipment may be purchased at an agreed price. He supported the spirit of the proposal but the contract is one-sided. Donating the equipment is important to him and he believes that the administrative staff should be charged the same as any citizen. Mr. Klingenstein stated that he has received three telephone calls; he again discussed his concerns of providing the facility for free and its current over-crowding situation. Ms. Kelly felt that getting the Racquet Club set up for a fitness center in return for memberships is a good trade-off. She added that staff provided a spread sheet in the first staff report and will redistribute it to Council.

Ms. Kerr initially thought that the Ski Team was transferring ownership to the City for the use of the fitness center and since the City would own it, it would insure it and accept the liability. The lease now indicates that the City will insure it against damage although the Ski Team still owns it. She believed that the Ski Team should carry risk of loss, particularly for its patrons who are not paying. Ms. Kerr added that in the event a class is full, a fee will be charged and there should be no discretion about this in the agreement. Bob Johnston asked if Council would like to limit the use to the fitness center and Council felt it would be the cleanest. Mr. Klingenstein felt that the athletes will not be using the center that often. Roger Harlan pointed out that expanded use was never discussed by the Parks, Recreation & Beautification Board or the City assuming the cost for transporting the equipment. Mr. Daniels pointed out that there is provision that the City will make improvements directed by the United States Olympic Committee or the Ski Team resulting in other potential costs. Winter National Governing Bodies are also provided use, and Mr. Daniels stated that this could result in a significant number of Racquet Club patrons during the World Cup. Ms. Kerr felt that there should be a clear provision that when an athlete is no longer a participating member, that use of the Racquet Club ceases and there should be a way that the front desk person knows that a person is no longer eligible. Kathy Kelly stated that they plan to receive a monthly updated list. For the benefit of Paul Sincock, Ms. Kelly reported that the current drop-in rate is $5.50 and it is proposed to reduce it for locals and increase it for visitors. Monthly memberships may range from $40 to $45. Mr. Sincock discussed leasing the equipment based on projected use and revenues with an option to purchase at the end of the term. Mr. Ross explained that the market lease rate on the equipment exceeds the likely usage and the reason there isn't a provision for an automatic buy-out is because of the expectation that it will be donated. However, the Ski Team cannot commit to this until it has replacement equipment in the new facility. The Mayor invited the public to comment.

Carol Slettom, resident, stated that cardio-vascular equipment is important to a fitness center. Kathy Kelly responded that one treadmill, stairmaster and bicycle will be coming with the equipment and staff is working with Camstar to acquire more pieces. Ms. Slettom also pointed out that the ventilation is poor and the fitness center needs to be staffed with qualified personnel. Ms. Kelly noted that training is one of the key benefits from the Ski Team as its head trainer will be training staff for use on the equipment. Stacey Coleman, resident, questioned if a fitness center will be a profitable business, as the previous one was arrears in rent, and if Council has researched its viability. She felt that the administrative staff of the Ski Team should have to pay as a matter of equity. Chris Jones, County resident, expressed that she has no problem with the athletes using the equipment and suggested punch cards so that there is a way of keeping track of who is using the equipment and who is benefitting. She added that she supports the community link but pointed out the Ski Team's commitment to the IOC. Bill Gorton, Vice President of the Ski Team, stated that it is clear that the contract needs to be reworked, particularly the National Governing Bodies provision. The Ski Team feels that it is providing a benefit to the community and the relationship between the Ski Team and the IOC is a good one. The Mayor closed the work session.

Prepared by Janet M. Scott

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 9, 1997

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 9, 1997. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, and Paul Sincock. Chuck Klingenstein was excused. Staff present were Toby Ross, City Manager; Eric DeHaan, Engineer; Rick Lewis, Community Development Director; Nora Seltenrich, Special Projects Manager; and Jodi Hoffman, City Attorney.

II PUBLIC INPUT

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

Fitness Loft - Martin Alexander - Martin Alexander stated that he was the former operator of the Fitness Loft at the Racquet Club. He referred to a letter sent to the City Manager voicing his concerns about the treatment he has received from the Racquet Club staff over the past four years. Mr. Alexander noted that he hasn't received a response from his September letter to Bob Johnston. He relayed that he has had good conversations with Mr. Ross and is waiting for a response to his letter. Mr. Alexander felt that he has been mistreated by the Racquet Club management and over the last two years has been the subject of threats and harassment. He has asked Mr. Ross and is asking the City Council to resolve that issue. The treatment was bad business, immoral and illegal and he is hopeful to receive help; his other option is to request assistance from national organizations. He cannot afford a lawyer but has rights and he should be treated with respect. Mr. Alexander had concerns about the new arrangement for the fitness center and about the transition. He advised Council that the Fitness Loft would have been happy to be there as long as it needed to make the transition as easy as possible and would have been willing to move out one or two days before the arrival of the new equipment. They were told it was imperative to move out on the first of January and they were out. As of yesterday, there was no weight room and there are a lot of unhappy customers. He had that concern and it happened. Mr. Alexander is not happy about it as there is no place to work out and there are a lot of people in the same situation. He felt that making him move by January 1 was another personal vendetta against him, others are suffering, or there is incompetence in not anticipating that moving equipment will take time. In any case, he has no confidence in the officials making those decisions and they are not fit to represent him in this community.

The City Manager stated that he received the letter, held a meeting with Bob Glaser and Martin Alexander, a number of issues were reviewed and relayed to Kathy Kelly and Bob

Johnston. There is an on-going dialog, but part of the issue is that there are a whole range of perceptions that aren't universally shared or correspond. Toby Ross stated that staff is attempting to negotiate a solution to this because there are issues including back-rent owed and outstanding memberships and as of this date a comprehensive solution has not been reached. There seems to be a lack of communication between Mr. Alexander and his partner, Bob Glaser about the membership list. When the City received it yesterday, it didn't have addresses or phone numbers and staff is spending time on this project. Staff had concerns about the Fitness Center not vacating on the first of January and there still is equipment that has not been removed. In the event they didn't move out, staff wanted to make sure it had enough time if legal remedies were necessary. Mr. Ross regrettably recognized that this has created problems for potential clients, but the problem has been compounded by the fact that people could not be contacted because there was no membership information and memberships were sold as late as October and November beyond the term specified for the Fitness Loft.

Shauna Kerr asked Martin Alexander if Mr. Glaser is aware that he is here tonight, the letters written, and the allegations made. Martin Alexander indicated that Mr. Glaser is aware. Mr. Alexander added that he wasn't in business to make money but was happy to be there longer because it was the right thing to do, but the other point of view is not to serve those people. Ms. Kerr felt that the best effort to serve their interest is for him to get his paperwork in order and get it to the City as soon as possible with the names, addresses and phone numbers so that the staff can deal with this in a prompt, fair and efficient manner for those that have already paid. She emphasized that those are the people that he has entered into a contractual relationship with and that is what is causing a delay, not necessarily the fact that he moved out his equipment on January 1. Martin Alexander argued that the biggest problem is that there is no weight room. Shauna Kerr agreed but stressed that there is not going to be a weight room contract with him and the City; she encouraged him to get past that issue and deal with the people who need the weight room in a fair way by notifying them of the situation that has occurred. The City will continue to work with U.S. Skiing to determine if a weight room can be provided. If not, there will have to be other discussions that he will be involved in with regard to refunding people with memberships. Mr. Alexander stated that he doesn't have a problem with that but wanted to make it as easy as possible for patrons to work out. He reiterated his comments. Ms. Kerr noted that unfortunately there will be an interruption in service because of refurbishing the area and setting up the new equipment and that is something that his clients should be notified of.

With no further comments, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

None.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF DECEMBER 5, 1996, AND DECEMBER 12, 1996

Roger Harlan, "I move approval of the Work Session Notes and Minutes of the meetings of December 5 and December 12". Paul Sincock seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

V PUBLIC HEARING

1. Resolution replacing Resolution No. 29-94, Fee Resolution, in its entirety and deleting Section 1.2.11, School Facilities Impact Fees and amending Section 8.1., fee in lieu of providing public parking - City Engineer Eric DeHaan explained that the elimination of the school impact facilities fee is a housekeeping matter. With regard to the fee in-lieu of parking, he explained that in the HCB zone, the Land Management Code allows a property owner to pay a fee in lieu of providing parking on site. The fee is currently set at $10,000 which has been the amount for many years. He referred to the Wilbur Smith Associates study which indicates that the cost of providing a parking space would be greater than $10,000. The purpose of the hearing is to obtain public input and to provide an opportunity for Council to discuss a variety of alternatives to the $10,000, including $14,000 which is an approximate average cost per space of various parking alternatives including parking structures and surface parking improvements. Another alternative is a cost per space of $15,600, the average cost for construction of a parking structure excluding financing and land costs; and a third option of $21,900 which is the approximate average cost per space within a structure for construction and certain financing costs, but excluding land costs. Mr. DeHaan indicated that Council may hear public opinion that the Redevelopment Agency purchased property for the sole purpose of providing parking and not for any other purpose, and therefore those land costs should not be included now in the calculated cost of structured parking. He *indicated* that staff will explore other alternatives if Council so directs. With no questions or comments from the Council, the Mayor invited public input.

Nick Powell, owner of the Utah Coal & Lumber property, stated that he has concerns about the costing method as there is not a lot of developable property that will pay the in-lieu fee to finance a parking garage. He felt that dancing around the figures is a way of avoiding providing parking in Old Town, which will not be financed by fees in lieu. It will be financed by the City, a bond proposal or another special improvement district. As a property owner he would be leery of paying into it unless there is a commitment from the City for constructing parking places. He pointed out that Powder Corporation at the Resort Center is building a large parking garage and its estimated cost per space is $10,000, which is a discrepancy with the Wilbur Smith study, which should be looked at carefully. The China Bridge Structure was built by the developer at a cost much less than the then $10,000 per stall. He continued that if the City builds a parking garage at less than the estimate, there should be some way to refund the difference to those who paid into the Main Street Parking Improvement District before and who aren't allowed any of the exemptions.

Jim Powell, owner of the Utah Coal & Lumber property, distributed a cost analysis he prepared. He read the last two paragraphs of his report which questioned the few remaining lots in the HCB if additional in-lieu fees would even match the less than the $100,000 which the City has been holding and any decision of the City can have little basis on the so-called in-lieu funding. He continued that the City has been reported in the Park Record of having a $5 million surplus, hence it should be in good shape for low cost bonding to finance the recommended parking if not paying for it outright in a few years. He discussed that Deadwood, South Dakota has prohibited parking on its Main Street and will be building a paid parking garage. It is supported by residents as it frees up residential hillside streets. Vail, Colorado has no free parking in the village but extensive parking structures that are paying their operating and replacement costs through revenues. Successful resorts recognize the importance of accommodating automobiles and visitors are accustomed to paying. He pointed out that valet parking indicates that pay-for-parking is not objectionable. He urged Council to stop dancing around the in-lieu fee amount and commit to a systematic schedule for having parking under control before the 2002 Olympics. The current schedule is evasive and vague and it needs actual commitments with critical dates which will be monitored as "Congressman" Sincock has promised. Mr. Powell continued that after four years of talking about parking, the City should be able to commit money and action.

Paul Sincock stated that he doesn't disagree with Mr. Powell's conclusions about parking structures, but emphasized that the fee in-lieu is an option so that the developer does not have the burden of constructing the required parking.

Gary Cole, Main Street property owner, agreed with Nick and Jim Powell. He noted that what Mr. Sincock has stated has him somewhat concerned. Valet parking is working but it is not the answer. He stated that he has spent a fair amount of time determining if parking can be built on his site and the only way to do it is to tear down the Mercato Building, which is cost prohibitive. This in-lieu fee is a mute point and is frustrating because it is time consuming. It doesn't pencil and when he builds his building, it will not require parking. The only kinds of people who would pay these fees are the kinds of people that the City doesn't want on Main Street like Planet Hollywood (large chains) who can afford to pay the fees.

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

2. <u>General Plan - Phase 1</u> - Rick Lewis reported that the draft is dated October 31, 1996 and has been available since that date along with an executive summary. Four informational

meetings have been conducted and two public hearings before the Planning Commission have been held. In addition to that, there were half a dozen meetings with the Citizen Advisory Committee and there has been excellent citizen involvement to date. Over the past four or five years, there has been a consistent list of issues that have surfaced through CommunityVision meetings and City Council community meetings. People are concerned about the quality of life, population increases in both the City and the County, adequate public facilities, and loss of community identity. He continued that the biggest concerns included open space and affordable housing.

He explained that the City's General Plan is the road map for the future; it consists of the City's vision, goals, policies and actions. The General Plan does little by itself and has to be linked with regulations and guidelines. The Plan needs input from citizens, advisory committees, the Planning Commission, the Parks and Recreation Board and is difficult to accomplish without the help of professional consultants. The General Plan is divided into phases; Phase 1 consists of community direction, community character, future land use, open space, and land management. Phase 2 consists of transportation, recreation, natural resources, housing, and others. The guiding principles include maintaining our historic heritage and resort character, ensuring net community benefits as new development occurs, planning guided by open space, managing the impacts of growth, providing a wide range of housing, and recognizing the economic realities of a resort community. Mr. Lewis continued that from these elements, a direction for the plan was developed and there are key community goals, including preserving the mountain resort and historic character, environmental quality and open space, maintaining a high quality of services and facilities, and working effectively with other governmental agencies. He continued that some type of integrated transit system that meets the needs of visitors and residents is also an important goal. The Planning Commission felt that the Plan should be updated annually; the current Comprehensive Plan was adopted in 1985. This Plan served the City well during that time frame but a new vision is needed for the future. Mr. Lewis stated that a realistic population needs to be determined consistent with the City's vision. Each element of the Plan has a format of the intent of that section and there are policies, objectives and an action plan in each of the five elements.

Mr. Lewis explained that intent of the Community Character Section is to sustain Park City's image, character and quality of life by adopting specific policies and action plans. The section is broken into three geographic areas including the historic core, developing area of the City, and area outside the City limits. The policies deal with a pedestrian friendly environment including trails, residential liveability, attractive downtown, protection of entryways, and acquisition of open space. New development should reflect the mountain resort character of Park City. Alternative modes of transportation is encouraged so that cars don't continue to dominate. He continued that annexations should enhance the community. The action plan includes reviewing ordinances to identify compatible uses for Old Town, restricting auto-oriented uses in Old Town, revise the Historic District Guidelines, encouragement of affordable housing in all development areas, and limiting the size of commercial buildings in the historic core. Developing a system of walkways and trails is a key action plan. There is concern about exterior lighting and ordinances may possibly be revised. The City will continue to purchase or acquire useable and accessible open space as opposed to visual open space. This section also addresses relationships with intergovernmental agencies.

Nora Seltenrich explained there is a lengthy list of policies and actions in both the open space and land use element sections. The open space and land use elements are closely related and the open space has been the driving theme for the entire General Plan process and part of the public dialog over the past few years. Additionally, there was a lot of discussion about open space with the Citizen Advisory Committee and from that, appropriate locations for development were determined. The open space plan emphasizes the desire for large contiguous expanses of open space and a green buffer. The intent is to support the community preference for retaining the uniqueness of Park City by maintaining open space and avoiding urban sprawl. Ms. Seltenrich continued that there are key policies dealing with open space. The open space plan is primarily oriented toward areas around the existing City limits with the goal of creating an open space buffer and maintain Park City's distinctiveness as a community. The land use element is closely related to open space and focuses on areas outside the existing City limits; it is divided into seven planning areas but also addresses some within the existing City limits as well. Throughout the process there has been some frustration with the public that problems in town weren't being addressed. She explained that the directive with the General Plan process began with growth management, controlling where and how growth occurs, annexation areas, and maintaining a distinctness from the development in the Snyderville Basin. Some sections have been added to the land use element dealing with measures within the City limits so that community expectations are better met. In each of the planning areas, the land use map shows pods that might be appropriate for development and a list of policies in the Plan which deal with how the vision is created, community character, environmental recreation, recreation open spaces, desirable urban design principles and transportation considerations. Ms. Seltenrich explained that there are policies which apply to each of the planning areas.

Nora Seltenrich added that the map is a vision of how Park City would develop in the future if and when all of the annexation areas occur. The policies provide a little more guidance about how that vision is to be achieved. She emphasized that by formulating plans and a vision, that the City is not saying that it wants all of this development to occur over the next few years and it doesn't mean that it desires to annex all of the areas, but it is a guide as property owners contact the City and annexation applications are submitted. Summit County is also in the process of developing a General Plan; its planning areas are similar and coincide quite closely with Park City's as are the land use plan policies.

Mr. Lewis, through illustration of a map, discussed the annexation areas; the cross-hatched diagonal lines show the existing annexation area of Park City and the darker shaded areas indicate possible annexation areas. Annexation is the process by which Park City is able to move its corporate boundaries outward. He explained that Utah state law requires the City and the petitioner to enter into an agreement and the City does not have legal authority to initiate annexation at will. Staff feels that there are boundary adjustments that need to be made and the Planning

Commission is recommending that the City look at property based on the County density for development. Mr. Lewis added that currently, the annexation areas shown are in Summit County at a density of about 1:40 acres and it is proposed that additional density could be added based on the merits of a specific application in meeting objectives of the General Plan.

Ms. Seltenrich emphasized that the community's concern about growth management prompted the General Plan process. Growth management can mean a lot of things and it is important to note that Park City already manages growth more aggressively than any other jurisdiction in Utah. Staff attempted to identify the issues related to growth which resulted in a summary of community impacts. Consultants were hired to look at growth management techniques throughout the nation. Originally, a seven part program was suggested to deal with all of the issues expressed. Based on the public input and evaluation, the Planning Commission condensed the recommendations to those techniques which it felt would result in the most beneficial impact for the community with the least intrusiveness into people's lives. She continued that many of the growth management techniques are very bureaucratic and difficult to enforce and apply and the Commission attempted to consider mechanisms that would achieve reducing negative impacts, preserving open space, maintaining levels of service, and influencing positive urban patterns, etc. The Planning Commission arrived at a three-pronged program, including changing the City's existing zoning regulations to better deal with preserving the character of the Historic District, avoiding strip commercial, and establishing standards for impact fees that deal with services which is a concurrency approach. One of the key elements of the Plan is requiring construction mitigation and staging plans for individual projects (i.e., parking, delivery routes, hours of construction, staging areas, etc.). The policies address the frustration with the every day impact of construction and growth. She explained that this may make construction less efficient and there may be a cost to develop in order to benefit the community as whole. There was discussion about phasing projects so that construction can be timed and public facilities can be provided (i.e., schools, recreation programs, trails, water, sewer, etc.). She stressed that the City needs to better define the annexation policy so that citizens, property owners, and developers have realistic expectations of the future development needs. Ms. Seltenrich noted that the growth management elements recommends that a transfer development rights program be set up to target placing density in the appropriate places. She added that the Planning Commission probably spent the majority of its time discussing growth management issues.

Rick Lewis stated that written citizen comments and minutes have been forwarded to the Council. With no comments or questions from the Council, the Mayor opened the floor to the public.

Dan Marrin, representing ValCorp, asked the time frame for adopting Phase 1 and Phase 2 of the General Plan. Ms. Seltenrich explained that Phase 1 will probably be adopted within a 30 to 60 day time frame and Phase 2 within a year. She clarified that Phase 1 doesn't set forth guidelines for actual annexations, but rather addresses annexation as a whole and how annexation would occur. Phase 2 includes other issues like transportation. Mr. Marrin referred to the map and again asked how aggressively the City would pursue annexation of certain properties. Paul Sincock explained that the annexation declaration areas are areas that the City have an interest in whether the property ultimately ends up in or out of the City limits. Ms. Kerr explained that the annexation declaration area is an area in which the City has a perceived interest in what occurs there. The Council will not form any specific intent with regard to any property as annexation is a process which has to happen through a separate process than the General Plan. She continued that the General Plan is a visioning statement and each application will have to be analyzed by whatever Council is seated at that time. Paul Sincock added that if property within an annexation declaration area is being developed in the County, the City still has input on the project.

Hank Rothwell, United Park City Mines, congratulated the Council and staff to bringing this project to a close. He is currently dealing with the 1985 Comprehensive Plan and stressed that people get caught up on words. On Page 35 in the new General Plan, second bullet, he pointed out his concern with the wording of preserving "undeveloped" land as open space. He felt that the City Council needs to determine the priorities of value of open space and the concern about whether it is undeveloped open space or available recreation open space is a question that hasn't been answered and needs to be addressed. He stated that he supports the goals of maintaining large amounts of open space and his only debate is if it is undeveloped, who it is used by and protected for. Mr. Rothwell continued that in each of the seven planning areas, there is a general comment about Summit County's current zoning of 1:40 acres as the underlying base zoning. He didn't know if that is totally accurate today as the County has zoning of 1:40 acres but is working on bonus credit given for open space, recreation amenities, and other uses and this needs to be acknowledged. Mr. Rothwell stated that as a part of the Flagstaff proposal for the last three years, there has been an affordable housing site on the table, on the Highway 40/SR248 in the southwest quadrant, and hoped that that is considered as a possible use there. He added that he has specific concerns about the *Flagstaff* part of the planning area but will submit them in writing. He urged the Council to make sure that the map accurately reflects the Plan or delete it from the Plan, as he didn't think it adds anything but color to the document. Mr. Rothwell added that the map could be footnoted that it is an aesthetic representation of goals and directions of the City.

Stan Christiansen, resident, felt that everyone agrees that open space is a good thing, but an open space use plan is missing from the General Plan and suggested more restrictive uses. The current approach doesn't encourage conservation easements and he is not willing to trust future councils that the open space is not developed. He encouraged conservation easements to ensure permanent open space even if the City's bond rating goes down. He agreed with Mr. Rothwell that there needs to be a clear definition of open space. Mr. Christiansen agreed with the Planning Commission that there needs to be large tracts of undisturbed open space. He continued that the approach to growth management is reactive and that the Council consider allocations, rates of growth and other mechanisms. He suggested construction be prohibited on the weekends. Mr. Christiansen felt that second homes, timeshare properties, and gated communities be discouraged. He recommended that activities like snowmobiling be prohibited in annexation areas and the impacts of helicopters should be regulated. Parking or alternative transportation systems are not addressed in the Flagstaff portion of the Plan. Mr. Christiansen suggested alternate routes for construction such as Wasatch County. He pointed out the violations of the settlement agreement in Deer Crest and requested that Council take a hard look at this. If the General Plan cannot be implemented, it doesn't matter how good it is.

Doug Warren, property owner on Highway 40 and SR248, stated that he has been working with the Community Development Department with a proposed project. He understands that the entryway is important to the City and is focusing on the needs of the community. He welcomed input from anyone so that his project adds to the environment and is high-end development. Mr. Warren added that the Community Development Department is very sophisticated and he appreciates staff's input on the preliminary designs. He felt that it will take a great deal of planning to come up with uses to support the 2002 Olympics which will affect the annexation plan in the General Plan. There are real obstacles in the area. Paul Sincock asked if Mr. Warren desired to submit comment on this specific area of the Plan. Mr. Warren responded not at this time as he would like to spend more time working with staff.

Keith Kelly, representing White Pine Ranch, referred to Page 68, Subsection 3, last sentence, "however, it is not intended that yards, driveways, and private open space be considered in any open space requirement". He requested that the Council not include as a part of its general policy statements an outright prohibition against allowing private open space to be utilized to meet the open space requirements until it is more clearly defined in each and every of its diverse planning areas of the specific goals the community wishes to achieve by the preservation of open space. Mr. Kelly believed there are three issues related to open space. Many of the fundamental issues of the Plan relate to visual quality in terms of community character, development buffers, etc. There is the issue of environmental quality; preservation of wetlands and wildlife, vegetation, etc. The third issue relates to usability of the open space. He continued that there is confusion with regard to definition of open space and how it is intended to be used. The determination of whether land qualifies as open space should not be a matter of ownership but to its function. Mr. Kelly stated that open space is open space regardless of how it may later be decided to be used and in some and many cases, the purpose of promoting open space may be accomplished by solely keeping the land open where the public's use of the land is not an issue. The plan goals and policy may be met solely by achieving visual and environmental limitations, irrespective of who owns the land. He continued that citizens and staff consider the current open space surrounding the City as serving an existing need, even though much of that land is privately owned. Concerns about future development are appropriate, but may not be related solely to the issue of ownership. He emphasized that there is a blurring in the document with regard to a statement on Page 68 and a statement on Page 25. "Do not give open space credit for driveways, backyards, and other land that is not usable open space". The difference in statements is the word "usable" and "private". He urged the Council not to commit to a policy that relies on an inflexible formula before it clearly defines its open space goals for each area and determine whether those goals can be met through private ownership or the issue of the land's public usability. The policy proposed will result in lots that are limited in size by the imposition of the requirement for a minimum percentage of contiguous open space regardless of whether private open space can be made to function appropriately to accomplish the same goal. That policy could work against other goals in the Plan. Mr. Kelly discussed an example development where large lots would not be considered in the open space equation (i.e., 70% open space) and argued that open space functions as an amenity and raise the value of the land. It is very clear that smaller lots typically, bring lower prices and higher densities. He pointed out that working with large lots where the amenity is really the land itself, the formula doesn't work and may not ever work. Mr. Kelly argued that in order to achieve the same return, a land owner will need more lots and the goal of the Plan is to reduce the number of lots. This sets up a conflict between the land owner and the City and may force the City to grant more density than might otherwise be necessary. To avoid this problem in annexations, Mr. Kelly suggested that the City may have to contravene its own open space formulas to exact its goals. He understood the need for trails, parks, etc. but there may be a blend in the formula that includes vast tracts of open contiguous open for public use, but to say that each and every lot be limited by a requirement for a minimum percentage of open space means that the City is driving the value of those lots in an area were a pristine environment and privacy is desired. He felt that tools could be combined so that private open space functions as open space and allows the lots to be larger and allows the land owner to recoup the values without adding costly amenities and without requesting additional densities. Mr. Kelly reiterated his development example for the benefit of Paul Sincock. Mr. Harlan pointed out that he understood Mr. Kelly's point, but asked how the private open space can be guaranteed that it will remain open in the future. Mr. Kelly explained that the marketability of a project depends on reliability on what purchasers will have, and lots can be deed restricted.

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

VI CONSENT AGENDA

The Mayor requested that Item No. 4 be removed and tabled. Shauna Kerr, "I move to remove Item No. 4 from the Consent Agenda and table it". She then asked if her motion should be a date certain. Toby Ross relayed that staff is working on amending the agreement which may be ready tonight. He added that the City is not the only entity interested in the equipment and the Ski Team is not willing to wait until January 23 for a decision, which is information that was not available during work session. There is a possibility is holding a meeting on January 16, which was previously canceled. Shauna Kerr, "<u>I move to amend my motion to continue to a date certain to be established later in the meeting and added to our minutes</u>". Roger Harlan seconded. At the end of the meeting, staff indicated that the training center lease will be scheduled on the January 16, 1997 agenda.

Shauna Kerr, "<u>I move approval of Items 1, 2, and 3 of the Consent Agenda</u>. Hugh Daniels seconded. <u>Motion carried</u>.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

1. Resolution establishing a regular meeting date, time, and location for meetings of the City Council of Park City, Utah for 1997 - See staff report.

2. An Ordinance approving a condominium plat for the Parkview Condominiums at 2260 Jupiter View Drive, being Lot 2 of the Parkview Subdivision, located in the Northeast Quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Utah - See staff report.

3. 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 & Meridian, Park City, Utah - See staff report.

4. Authorization to staff to enter into a training center agreement with U.S. Skiing at the Park City Racquet Club - See staff report. This item was tabled to the meeting of January 16, 1997.

VII RESIGNATIONS AND APPOINTMENTS

Appointment of Mayor Pro Tem and Alternate Mayor Pro Tem - Hugh Daniels, "I move that we appoint Council member Shauna Kerr as the Mayor Pro Tem and Council member Chuck Klingenstein as the Alternate Mayor Pro Tem". Paul Sincock seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

IX ADJOURNMENT

With no further business, the meeting of the City Council was adjourned and a Redevelopment Agency and Municipal Building Authority meeting convened.

* * * * * * * * * * *

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

Prepared by Janet M. Scott

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

Janet M. Scott

Janet M. Scott, City Recorder

PARK CITY
1884

CITY COUNCIL REPORT

DATE: January 9, 1997
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, City Engineer
TITLE: Amendment to Fee Resolution to amend Fee In Lieu of Providing Public Parking
TYPE OF ITEM: Public Hearing; Legislative Adoption of Fee Resolution

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SUMMARY RECOMMENDATIONS: The City Council should hold a public hearing on amending the Fee Resolution to increase the fee in lieu of providing parking.

DESCRIPTION:

A. Topic: The Council has reviewed many aspects of the parking situation in the Main Street district (the HCB and HRC zones). Our Land Management Code allows a property owner to pay a fee in lieu of providing parking on site for buildings within the HCB zone. This resolution would increase the fee.

B. Background: Park City commissioned a study of transportation and parking in the historic Main Street core by Wilbur Smith Associates. The study, together with much work by the City Council and the Public Works Department staff, resulted in short-, medium-, and long-term action plans. One of the longer term actions is to build an additional parking structure in Swede Alley. The Council has not as yet made a firm decision on the timing, location, design, or funding of the structure, but Wilbur Smith created a cost estimate for a possible structure. This amendment to the fee resolution would bring the in-lieu fees in line with the cost estimate so that developers paying a fee in lieu of providing parking would be paying approximately their fair share of a structure, if the Council decides to move ahead.

C. Analysis: Historically, relatively little revenue has come from in-lieu parking payments. Other than the original Fields payments toward the existing China Bridge Parking Structure, there has been less than $100,000 collected. This is only a small fraction of the total estimated development cost of a parking structure of $8.3 million (see Exhibit 8-3 of the Wilbur Smith report, attached). Parking improvements other than a structure can be created at less cost per space, such as the paving of the area between Sand Ridge and Marsac. Including land costs would complicate the calculations further. Please note that Main Street property owners feel that land costs should not be included in the calculations because the RDA acquired the land for parking purposes. Wilbur Smith's $21,934 figure per space does not include land costs but includes certain financing costs. If those costs were excluded the cost per space would be $15,646.

D. Department Review: Parking has been discussed by virtually every department in the City. The Community Development staff is concerned that raising the fee to $21,934 may encourage property owners actually to create small, poorly-functioning parking areas with driveways across the Main Street sidewalk. CDD is also concerned that there is no consensus on the part of affected property owners to raise the fee higher than $14,000.00, the figure that has been presented to the citizens during TZO discussions.

ALTERNATIVES: The Council should hold a public hearing and then evaluate alternative approaches to determining the fee in lieu of providing parking. There is no time deadline for adopting the amended fee resolution.

The fee alternatives include:

A. $14,000 - the average cost per space of various parking alternatives.
B. $15,600 - the average cost per space for construction of a parking structure exclusive of financing and land costs.
C. $21,900 - the average cost per space for construction and certain financing costs but excluding land costs.
D. Including land costs, the Council could justify a slightly higher cost per space.

RECOMMENDATION: The City Council should hold a public hearing on the amended fee resolution and discuss the elements which should enter into the calculation of the fee in lieu of providing parking. The amended fee resolution may be adopted by the Council if it desires.

Exhibit 8-3
ESTIMATED DEVELOPMENT COSTS
INTERIM PLAN - SLOPING FLOOR PARKING GARAGE

ITEM	
Number of Parking Spaces	379
Estimated Construction Cost	$4,920,000
Contingencies (10%)	$492,000
Off-site Landscape Mitigation	$100,000
Architectural and Engineering Fees (6%)	$295,000
Construction Administration and Management (2%)	$98,000
Builders Risk (0.5%)	$25,000
Subtotal	$5,930,000
Capitalized Interest (1)	$1,330,000
Debt Service Reserve (2)	$887,000
Legal and Financial Fees (3)	$166,000
Total Development Cost	$8,313,000
Average Cost per Space	$21,934

(1) Capitalized interest at 8% for 24 months for interest payment during construction period.
(2) Debt service reserve equals one year annual payment at 8% annual interest rate for 18 years.
(3) Legal and financial services fees for bond issue assumed to be 2% of total development cost.

Annual operating costs for the new structure are assumed to be $360 per parking space, or $136,000 for the entire structure. Total annual costs including the annual debt service of $887,000 is $1,023,000, or $2,700 per space. Assuming year-round operation, the daily cost per space is $7.40. As discussed in Chapter 7, it is expected that a new parking garage in the Historic District will generate only $5.00 to $6.00 per parking space per day. Annual revenues from the structure would be approximately $760,000, over $260,000 short of the annual costs. For the new parking structure to be viable, revenue from other sources would be needed.

A major source would be the parking fee program discussed under short-term strategies. It is imperative that a parking fee program be in place in the Historic District prior to opening any new facility for the following reasons:

- it will help the City to obtain the best rate for bonds by demonstrating the City can manage a revenue stream from paid parking facilities;
- it will provide a source that can be pledged to obtain financing for a new facility; and

Resolution No.___-97

A RESOLUTION REPLACING RESOLUTION NO. 29-94, FEE RESOLUTION IN ITS ENTIRETY AND DELETING SECTION 1.2.11, SCHOOL FACILITIES IMPACT FEES AND AMENDING SECTION 8.1., FEE IN LIEU OF PROVIDING PUBLIC PARKING

WHEREAS, it is necessary to update the fee schedule to reflect the changing costs of performing services and providing public benefits; and

WHEREAS, pursuant to authority under State statute, Park City is authorized and desires to enact and amend its fees; and

WHEREAS, the Park City Fee Schedule should reflect Park City's compliance with the May 1, 1996 deadline established by the Utah Legislature for local entities to eliminate school facilities impact fees by ceasing the collection of such fees, as outlined in Ordinance No. 96-12 adopted on April 18, 1996; and

WHEREAS, as outlined in the Park City Municipal Code, Section 11-12-16, the payment for parking spaces in a publicly constructed parking facility, in lieu of providing on-site parking within the HCB and HRC zones is set by resolution and charged per stall; and

WHEREAS, the City Council deems it appropriate to establish a fee in lieu of providing public parking that is directly proportional to the actual development costs of providing parking in a parking facility; and

WHEREAS, Wilbur smith Associates completed a study in 1996 which estimated the cost of constructing new parking;

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

SECTION 1. Section 1.2.11 of the Park City Fee Schedule, Exhibit A, is hereby deleted to reflect the cessation of the collection school facilities impact.

SECTION 2. Section 8.1 of the Park City Fee Schedule, Exhibit A, is hereby amended to reflect an increase in the fee in lieu of providing public parking.

PASSED AND ADOPTED this 16th day of January, 1997.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, Asst. City Attorney

EXHIBIT A

Aircraft Refueling Vehicles	$30.00
Bonfires or Rubbish Fires	10.00
Burning in Public Places	10.00
Candles and Open Flames in Assembly Area	15.00
Excavations Near Flammable or Combustible Liquid Pipelines	15.00
Explosives or Blasting Agents	45.00
Fireworks	30.00
Flammable Liquids	15.00
Flammable or Combustible Liquid Tanks	15.00
Garages	15.00
Liquefied Petroleum Gases	15.00
Places of Assembly	15.00
Tents and Air-supported Structures	20.00
Others not listed	15.00

1.2.9 Grading Plan Review and Permit Fees

See attached appendix of fees as adopted by the Uniform Building Code Table No. 70-A and 70-B, adopted by Park City and incorporated herein by this reference.

1.2.10 Soil Sample Fee $100

~~1.2.11 School Facilities Impact Fee Schedule School Facilities Impact Fees are now located in the Park City Municipal Code, Title 11, Section 13.~~

1.3 **Engineering Fees**

1.3.1 Construction Inspection Fees

Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of $25.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge $25.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

$100 fee plus $1,000 letter of credit or cashier's check plus proof of insurance

SECTION 8. MISCELLANEOUS FEES

8.1 ~~Public Parking Facility: $10,000 per stall~~
Fees for in lieu of providing public parking $_____ per stall

8.2 Returned Check Charge: $15.00

PARK CITY
1884

DATE: January 9, 1997
DEPARTMENT: Executive
AUTHOR: Jan Scott
TITLE: Mayor Pro-Tem Appointments and Meeting Dates
TYPE OF ITEM: Administrative/Legislative

SUMMARY RECOMMENDATIONS: Appointing a Mayor Pro Tem and Alternate Mayor Pro Tem at the regular meeting, and adopting resolutions setting forth meeting dates for the City Council and its related agencies are recommended actions.

DESCRIPTION:

A. Topic: These are both housekeeping matters. Setting regular meeting times, place and dates are a requirement of the state code.

B. Background: Historically, senior members of Council have been nominated to serve as Alternate Mayor Pro Tem and Mayor Pro Tem the following year. Roger Harlan was appointed Mayor Pro Tem and Shauna Kerr as Alternate Mayor Pro Tem in 1996. Typically, the Alternate becomes the Mayor Pro Tem the following year, and an Alternate should be designated for 1997.

The regular meeting time of 6 p.m. has been in place since January 1986 to better accommodate the public. Prior to that, the regular meeting time was scheduled at 5 p.m.

Alternating work sessions was a new tactic in 1996, but proved to be not as beneficial as hoped or anticipated. There was no public reaction to the new schedule and it didn't offer the flexibility for formal actions. Although the meeting date resolution was amended during the year to allow votes during work session, there were weekly issues at hand that were determined to be more appropriately scheduled on a regular meeting agenda. This may be an item of discussion at Council's retreat on January 13 and 14. It should be noted that alternating work sessions do not affect the resolutions recommended for action at the Council, RDA and MBA meetings.

C. Analysis: N/A.

D. Department Review: N/A.

ALTERNATIVES:

A. Approve the request.

B. Deny the Request: The Council certainly has the discretion to change the manner of appointing the Mayor Pro Tem or to change the meeting time, place, or date. However, it is required to adopt meeting dates by resolution.

C. Continue the Item: These items could be continued, but it is recommended that these actions take place at the beginning of the year.

RECOMMENDATION: See summary recommendation.

Resolution No. 1-97

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR MEETINGS OF THE CITY COUNCIL OF PARK CITY, UTAH FOR 1997

BE IT RESOLVED by the City Council of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Park City Council shall be held on Thursdays at 6 p.m. at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah. Regular meetings are open meetings, where agenda items are scheduled for public hearing and/or action. The time may change if it is felt appropriate to schedule issues of general interest at a time that may better accommodate the public. Meetings may be canceled when there is no pending business, no quorum, or the regular meeting date falls on a holiday.

The schedule for City Council meetings in 1997 are as follows:

January 9, 16, 23, 30	July 3, 10, 17, 31
February 6, 13, 20, 27	August 7, 14, 21, 28
March 6, 13, 20, 27	September 4, 11, 18, 25
April 3, 10, 17, 24	October 2, 9, 16, 23, 30
May 1, 8, 15, 22, 29	November 6, 13, 20
June 5, 12, 19, 26	December 4, 11, 18

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, indicating the specific date, time, and 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 City'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. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 9th day of January, 1997.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, Assistant City Attorney

Resolution No. RDA 1-97

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 1997 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Redevelopment Agency 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 Agency'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 Redevelopment Agency meetings in 1997 are as follows:

January 11, 18, 25	July 11, 18, 25
February 1, 8, 15, 22, 29	August 1, 8, 15, 22, 29
March 7, 14, 21, 28	September 5, 12, 19, 26

April 4, 11, 18, 25	October 3, 10, 17, 24, 31
May 2, 9, 16, 23, 30	November 7, 14, 21
June 6, 13, 20, 27	December 5, 12, 19

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah 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 9th day of January, 1997.

PARK CITY REDEVELOPMENT AGENCY

____

Chairman Bradley A. Olch

Attest:

____

Janet M. Scott, Secretary

Approved as to form:

____

Mark D. Harrington, Assistant City Attorney

Resolution No. MBA 1-97

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 1997 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Municipal Building Authority 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 Authority'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 Municipal Building Authority meetings in 1997 are as follows:

January 11, 18, 25	July 11, 18, 25
February 1, 8, 15, 22, 29	August 1, 8, 15, 22, 29
March 7, 14, 21, 28	September 5, 12, 19, 26
April 4, 11, 18, 25	October 3, 10, 17, 24, 31
May 2, 9, 16, 23, 30	November 7, 14, 21
June 6, 13, 20, 27	December 5, 12, 19

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah 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 9th of January, 1997.

PARK CITY MUNICIPAL BUILDING AUTHORITY

____
Chairman Bradley A. Olch

Attest:

____
Janet M. Scott, Secretary

Approved as to form:

____
Mark D. Harrington, Assistant City Attorney

PARK CITY
1884

CITY COUNCIL REPORT

DATE:	**January 3, 1997 (January 9, 1997 meeting)**
DEPARTMENT:	**Planning Department**
AUTHOR:	**Kirsten A. Whetstone**
TITLE:	**2260 Jupiter View Drive, Parkview Condominiums- Final Plat**
TYPE OF ITEM:	**Legislative**

SUMMARY RECOMMENDATIONS: Approve with conditions.

DESCRIPTION:

A. Topic

PROJECT STATISTICS:

Applicant:	Henry Sigg, Parkview LLC
Location:	2260 Jupiter View Drive
Zoning:	RDM-Medium Density Residential
Adjacent Land Uses:	Radisson Inn, Condominiums, Saddleview Office Park, City Open Space and vacant
Date of Application:	October 28, 1996
Project Planner:	Kirsten A. Whetstone
Staff Recommendation:	Approval with conditions

B. Background

The property is legally described as Lot 2 of the Parkview Subdivision plat which was recorded in December of 1984. On October 9, 1996 the Planning Commission approved a Master Planned Development for the 36 townhouse project known as the Parkview Condominium MPD. The property is located at 2260 Jupiter View Drive (Exhibits A and B). A copy of the conditions of MPD approval is attached for your information (Exhibit C).

This request is for approval of the final condominium plat for the Parkview Condominium project. A final plat must be recorded with the County in order for the current owner to sell ownership interests to other parties. The Parkview Condominiums are currently under construction (roadway and utility improvements). The project will be constructed in one phase during the Spring and Summer of 1997, according to the applicant.

C. Analysis

The condominium project consists of 36 townhouse type units in a configuration of twelve tri-plex buildings on the 5.24 acre site. The plat changes the type of ownership of this parcel to condominium ownership for the individual units and open space.

Access to the private driveway is on Jupiter View Drive, a private road which runs between Saddleview Drive and Holiday Ranch Loop Road. Saddleview Drive is also a private drive.

The proposed condominium plat is consistent with the Land Management Code and the approved Parkview MPD. Staff is recommending a condition of approval that a financial guarantee for completion of all public improvements associated with this project, be posted prior to plat recordation. All other conditions of approval of the Parkview MPD apply, including all restrictions placed on the open space areas, wetlands, and stream corridors.

A final landscape plan will be approved by staff prior to building permit issuance. Plans for all lighting, signs, garbage dumpsters and service, building addressing, security devices, stop signs, fire hydrants, trail and sidewalks, and other amenities will be reviewed and approved by the Community Development Department according to regulations and requirements of the LMC.

D. Department Review

The City Engineer reviewed the plat and recommends minor technical changes prior to plat recordation. The City Attorney's office will review and approve the plat and CC&R's for final form and compliance with the LMC and State Law prior to recordation.

E. Planning Commission Action

On December 18, 1996 the Planning Commission held a public hearing on this item. There was no public comment at the hearing. The Planning Commission voted to forward a positive recommendation to the City Council with findings of fact and conditions of approval as outlined in the staff report.

The property was properly posted and proper legal notice was published. Notice was mailed to all property owners within 300'. Planning staff received a phone call from a neighbor in the McLeod Creek subdivision who questioned whether the plat changed any of the original conditions of MPD approval. The applicant is not asking for any changes from the original Planning Commission approval of the Parkview MPD.

RECOMMENDATION:

The Planning Commission and staff recommend approval of the condominium plat for 2260 Jupiter View Drive- Parkview Condominiums based upon the following:

Findings of Fact

1. On October 9, 1996 the Planning Commission approved a Master Planned Development for the 36 townhouse project known as the Parkview MPD.

2. The Parkview MPD is located at 2260 Jupiter View Drive and the property is zoned RDM, Medium Density Residential.

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

4. The proposed plat changes the type of ownership of this property to condominium ownership.

5. On December 18, 1996 the Planning Commission voted to forward a positive recommendation to the City Council to approve the plat with conditions, as stated in the staff report.

Conclusions of Law

1. There is good cause for this condominium plat.

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

3. Approval of the plat, subject to the conditions of approval, does not adversely affect the health, safety and welfare of the citizens of Park City.

4. The plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.

5. The plat is consistent with the Planning Commission approval of the Parkview

Master Planned Development.

Conditions of Approval

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

2. All conditions of approval for the Parkview MPD shall apply.

3. All standard project conditions shall apply.

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

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

EXHIBITS:

Exhibit A- Proposed condominium plat
Exhibit B- Location map
Exhibit C- Conditions of MPD approval

M:\CDD\CDD\KAW\CC97\2260JUP.CCR

Ordinance No. 97-

AN ORDINANCE APPROVING A CONDOMINIUM PLAT FOR THE PARKVIEW CONDOMINIUMS AT 2260 JUPITER VIEW DRIVE, BEING LOT 2 OF THE PARKVIEW SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, UTAH

WHEREAS, the owners, Parkview L.L.C, of the property at 2260 Jupiter View Drive, located in the Northeast Quarter of Section 8, Township 2 South, Range 4 East, Park City, Utah and known as the Parkview Condominiums, have petitioned the City Council for approval of a condominium 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 December 18, 1996 the Planning Commission held a public hearing to receive public input on the proposed condominium plat and forwarded a positive recommendation of approval to the City Council; and

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

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

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

SECTION 1. FINDINGS OF FACT.

1. On October 9, 1996 the Planning Commission approved a Master Planned Development for the 36 townhouse project known as the Parkview MPD.

2. The Parkview MPD is located at 2260 Jupiter View Drive and the property is zoned RDM, Medium Density Residential.

3. A financial guarantee for all public improvements is necessary to ensure completion of these

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

4. The proposed plat changes the type of ownership of this property to condominium ownership.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned condominium plat and that neither the public nor any person will be materially injured by the proposed plat. The plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats. The plat is consistent with the Planning Commission approval of the Parkview Master Planned Development.

SECTION 3. PLAT APPROVAL. The condominium plat, known as the Parkview Condominium plat, at 2260 Jupiter View Drive, 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 Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.

2. All conditions of approval, including amended conditions of approval, for the Parkview MPD shall apply.

3. All standard project conditions shall apply.

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

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

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

PASSED AND ADOPTED this 9 th day of January 9, 1997.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, Deputy City Recorder

Approved as to form:

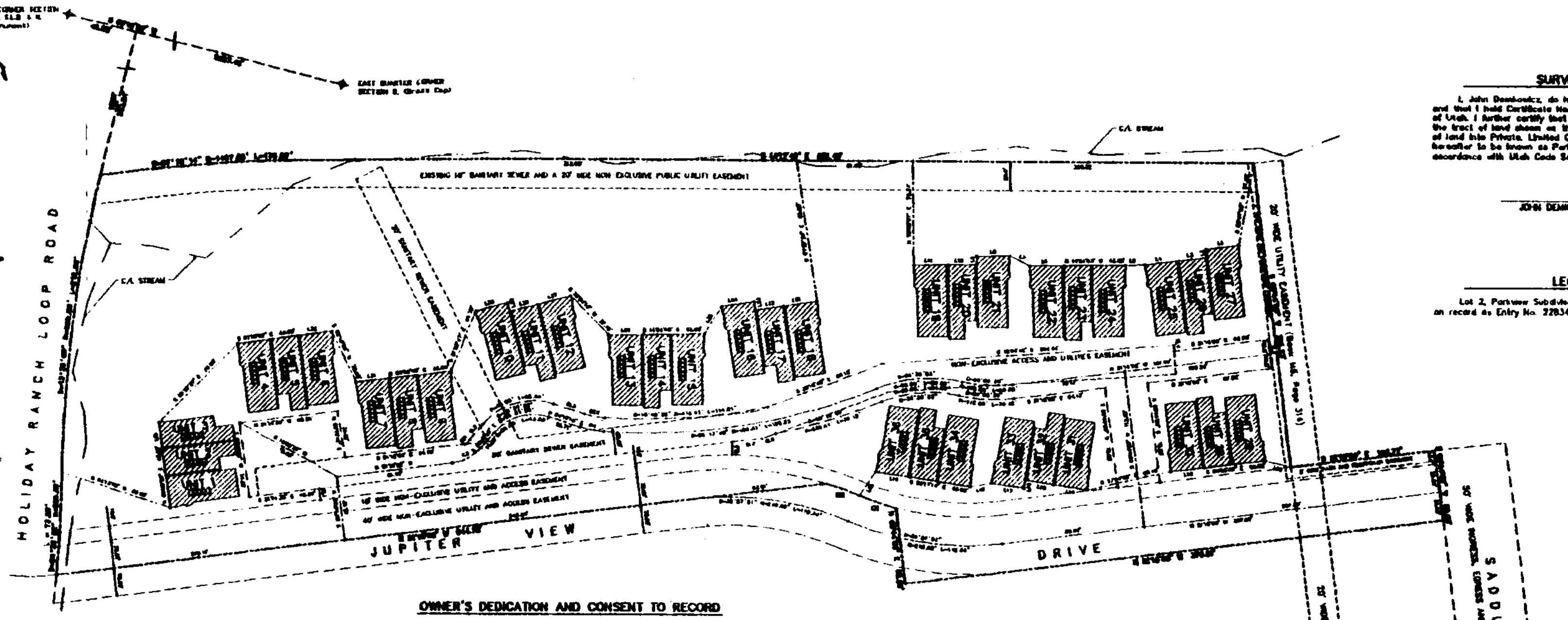
Mark D. Harrington, Assistant City Attorney

M:\CDD\CDD\KAW\CC97\2260JUP.ORD

PLANNING DEPT.

EXHIBIT A

59



SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a registered Land Surveyor and that I hold Certificate No. 163031 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into Private, Limited Common and Common Elements, including private streets, hereafter to be known as Parkview Condominiums, a Condominium Project, in accordance with Utah Code Section 57-8-13.

JOHN DEMKOWICZ DATE:

LEGAL DESCRIPTION

Lot 2, Parkview Subdivision, according the official recorded plat thereof and on record as Entry No. 228344 in the office of the Summit County Recorder

LEGEND

SF REPRESENTS SQUARE FEET

FP REPRESENTS FIREPLACE

NOTES

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY JOHN C SHIRLEY ARCHITECT AND ASSOCIATES.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 OF 2 FOR LOCATION AND ELEVATION.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT that Park View L.C. a Utah limited liability company, as the undersigned owner of the herein described tract of land, to be known hereafter as THE PARK VIEW CONDOMINIUMS, a Utah Condominium Project, hereby certifies that it has caused this survey to be made and this Record of Survey map to be prepared. Park View L.C. hereby consents to the recordation of this Record of Survey map. Also, the undersigned owner, or its representatives, hereby irrevocably offers for dedication to Park City Municipal Corporation, State of Utah all streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with this irrevocable offer of dedication.

IN WITNESS WHEREOF, the undersigned set his hand this ______ day of ______________ 1996.

PARK VIEW, L.C., a Utah limited liability company

By ______________________
Its ______________________

ACKNOWLEDGEMENT

State of ______________)
:ss
County of ______________)

On this ______ day of ______________ 1996, personally appeared before me, the undersigned Notary Public in and for said state and county, ______________ being duly sworn, acknowledged to me that he is the ______________, of the above Park View, L.C. and that the said Park View, L.C. is the owner of the herein described tract of land and that ______________, signed the above Owners Dedication and Consent to Record on behalf of, and at the authorization of, Park View, L.C.

____
Notary Public
Commission expires ______________

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

40 0 40 80 FEET

LINE TABLE

LINE	BEARING	DISTANCE
[illegible]	[illegible]	[illegible]

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
[illegible]	[illegible]	[illegible]

EASEMENT CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
[illegible]	[illegible]	[illegible]	[illegible]

CURVE TABLE

CURVE	RADIUS	LENGTH
[illegible]	[illegible]	[illegible]

PARK VIEW CONDOMINIUMS

A CONDOMINIUM PROJECT

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

JOB NO. 6-4-96 FILE: PVS\P\DG-PLTP1

PAGE 1 OF 2

ALLIANCE ENGINEERING INC.
P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(801) 649-9467

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS ______ DAY OF ______________, 1996 A.D.
BY ______________ S.B.S.I.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ______ DAY OF ______________, 1996 A.D.
BY ______________ CHAIRMAN

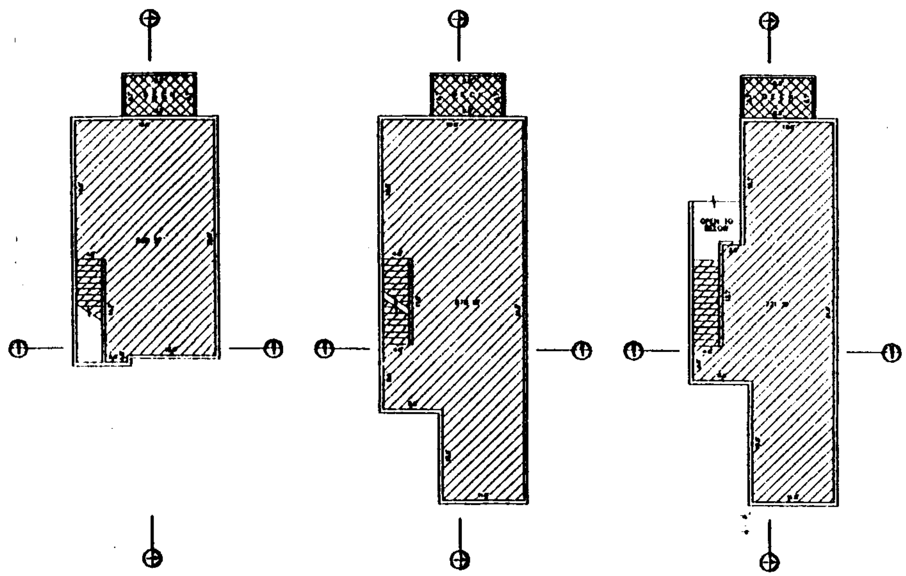
ENGINEERS CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ______________, 1996 A.D.
BY ______________ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ______ DAY OF ______________, 1996 A.D.
BY ______________ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF ______________ 1996 A.D.
BY ______________ PARK CITY RECORDER

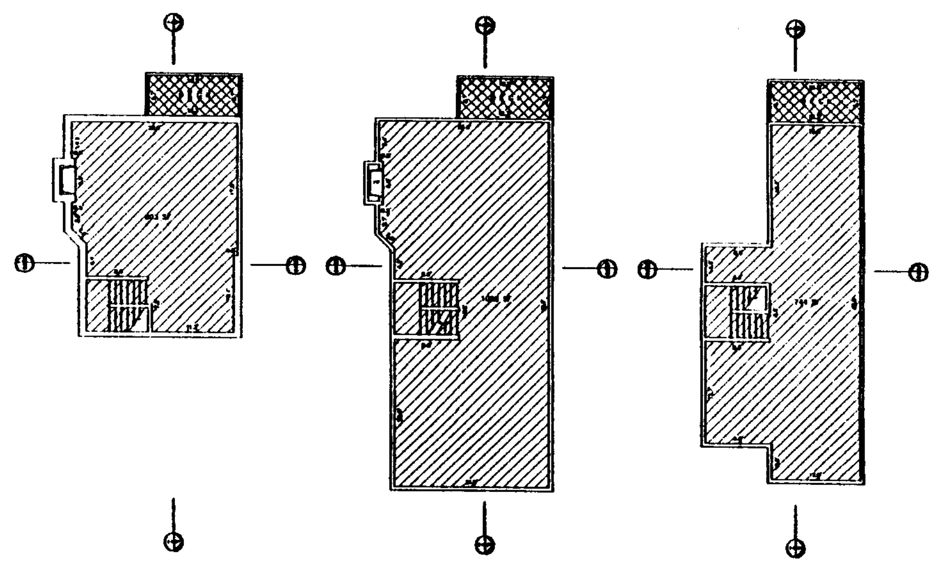
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______ DAY OF ______________, 1996 A.D.
BY ______________ MAYOR

RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______________
DATE ______ TIME ______ BOOK ______ PAGE ______
FEE ______ RECORDER ______



LEVEL 1 LEVEL 2 LEVEL 3

UNITS 2, 5, 11, 17, 29, 35
MIRROR IMAGE FOR UNITS 3, 8, 14, 20, 23, 26, 32

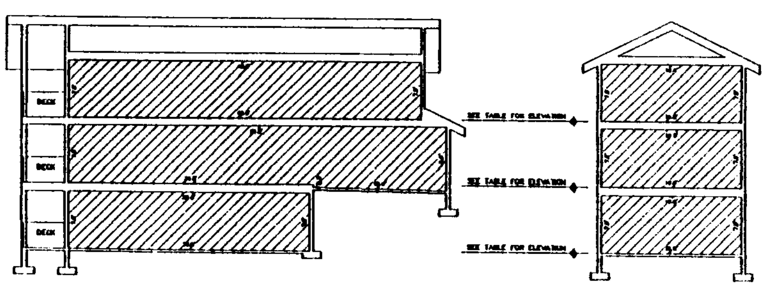


LEVEL 1 LEVEL 2 LEVEL 3

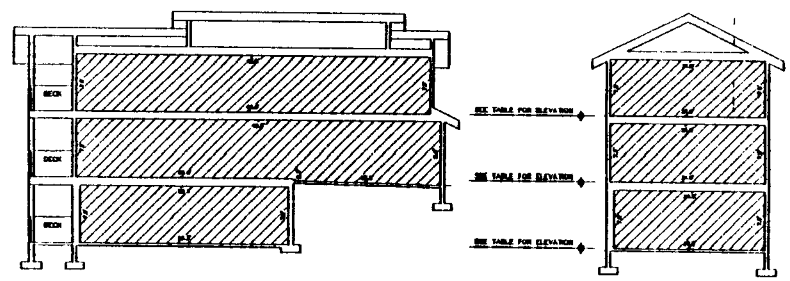
UNITS 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34
MIRROR IMAGE FOR UNITS 6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36

8 0 8 16 FEET

60



SECTION A1 SECTION B1



SECTION A2 SECTION B2

LEGEND

S.F. REPRESENTS SQUARE FEET.
FP REPRESENTS FIREPLACE

NOTES

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY JOHN C. SHIRLEY ARCHITECT AND ASSOCIATES.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP
5. BENCHMARK: SEE SHEET 1 OF 2 FOR LOCATION AND ELEVATION.

COMMON AREA
UNIT (PRIVATE OWNERSHIP)
LIMITED COMMON AREA

RECORD OF SURVEY MAP

PARK VIEW CONDOMINIUMS

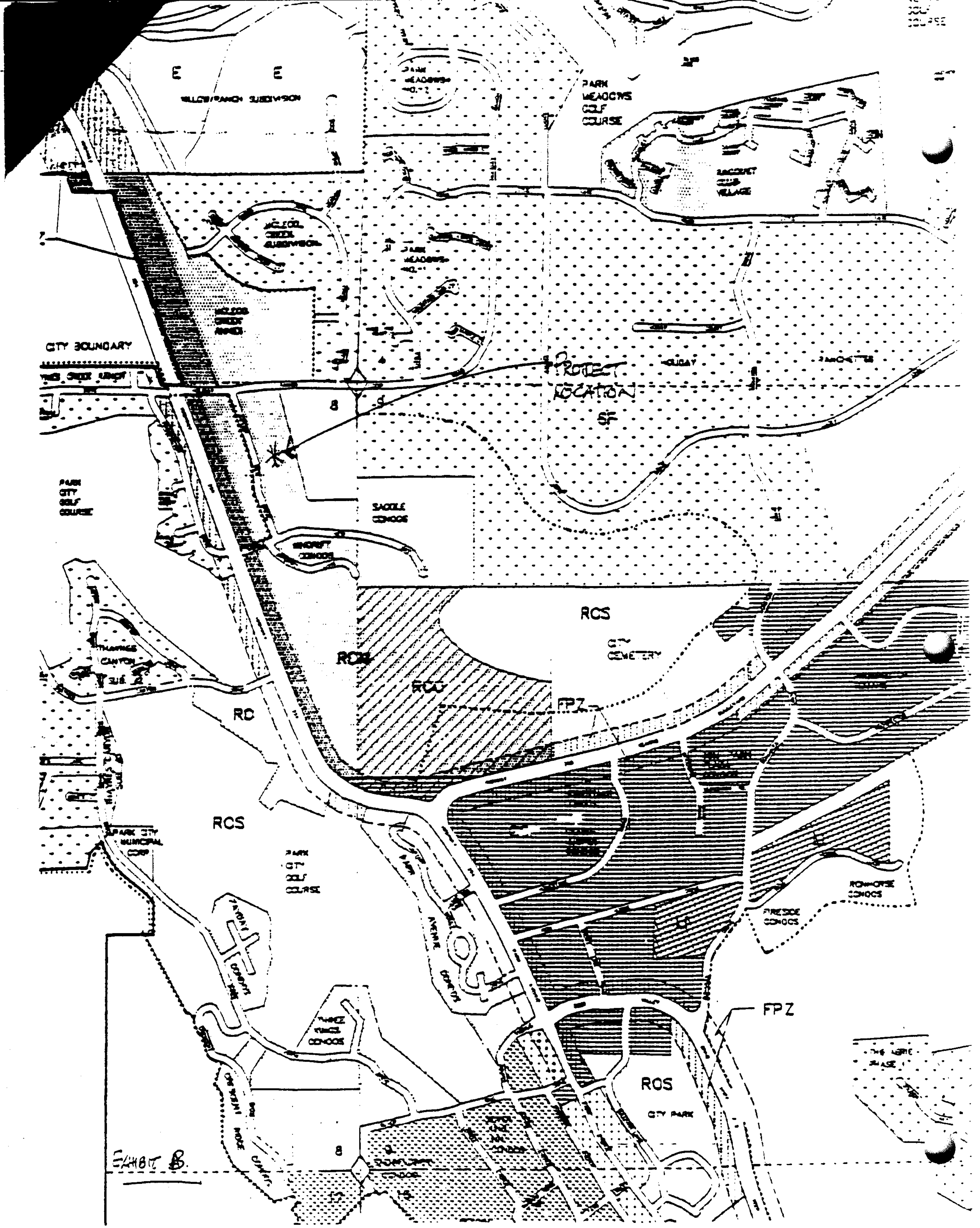
A CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______
DATE ______ TIME ______ BOOK ______ PAGE ______
FEE ______ RECORDER ______

JOB NO. 8-4-96 FILE: PVS\P\00-PLTP2


E
E
PARK MEADOWS GOLF COURSE
RACQUET CLUB VILLAGE
CITY BOUNDARY
PROJECT LOCATION
8
SF
HOLIDAY
PARK CITY GOLF COURSE
SADDLE CONDOS
RCS
CITY CEMETERY
RCO
RCO
RC
FPZ
RCS
PARK CITY MUNICIPAL CORP
PARK CITY GOLF COURSE
PARK AVENUE
FIRESIDE CONDOS
FPZ
ROS
CITY PARK
8
EXHIBIT B.

PARK CITY

1884

October 11, 1996

Department of Community Development
Engineering • Building Inspection • Planning

Henry Sigg
P. O. Box 2040
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Name: 2260 Jupiter Drive-Parkview Master Planned Development

Project Description: MPD for 36 townhouses on 5.24 acres

Date of Meeting: October 9, 1996

Action Taken By Planning Commission: Approved with the following Conditions of Approval

Conditions of Approval:

1. All standard project conditions shall apply.
2. A financial guarantee, for the value of all public improvements, landscaping, and trails 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.
3. A final plat or record of survey shall be submitted to the City for review and approval and shall be recorded at the County prior to issuance of certificate of occupancy for any unit. Conditions, Covenants, and Restrictions for this project shall be submitted to the City Attorney for review and shall be recorded at the time of plat recordation.
4. The Planning Department's review and approval of an overall landscape plan, showing existing and proposed vegetation, and including a detailed limits of disturbance plan, is a condition precedent to issuance of a building permit for any of the units. The landscape plan shall also contain all information regarding project lighting.
5. All significant vegetation and wetlands, as indicated on the landscape plan, shall be protected from construction disturbance with temporary 6' high steel fencing, or other fencing acceptable to the City. Prior to "clean-up" and minor re-grading of the 50' buffer area, the applicant and City shall meet on the site to flag the areas to be regraded and those areas to be left undisturbed. The purpose being to retain the maximum number of significant vegetation, mostly willows and other native plants and shrubs. Revegetation of this area shall be done with native species acceptable to the Community Development Department staff.

EXHIBIT C.

6. The Developer shall provide a detailed Construction Management Plan (CAMP), prior to issuance of any building permits, that addresses at a minimum the following:
   a.) A construction staging, storage, circulation and parking plan.
   b.) The developer shall instruct respective contractors that there is to be no wash out of concrete trucks on-site landscape areas. Further, the developer shall identify any off-site dirt storage sites , obtain written permission by the owner and post a financial surety, to the satisfaction of the City, that will provide for the rehabilitation of the said storage site.
   c.) A landscape plan shall be submitted and approved prior to any construction activity on site.
   d.) Any temporary parking signs, subject to Public Works Director and City Engineer approval, shall be addressed in the CMP.
   e.) The applicant shall comply with Utah Air Quality standards, regarding dust mitigation, and with any applicable Utah Water Quality standards and shall provide any necessary permits or evidence of compliance prior to issuance of building construction. Park City does not guarantee or monitor compliance with these standards.
   f.) An existing conditions survey that identifies and determines existing grade shall be conducted by the applicant and submitted prior to issuance of a footing and foundation permit. This survey shall assist the Community Development Department in determining the grade for measurement of height of this project as defined in the Land Management Code.
7. An agreement, reviewed and approved by the Community Development Department and the City Attorney, regarding the construction of a Greenway Trail and an 8' paved asphalt connector trail shall be signed by the City and applicant as a condition precedent to issuance of a full building permit for any of the units. The applicant agrees to contribute $16,000 towards the Greenway Trail to be constructed by the City on the old railroad grade directly east of this property. The applicant agrees to construct the culvert crossing and the 8' asphalt trail connection from Saddleview Drive to the Greenway Trail.
8. The applicant shall obtain all necessary permits required by the Army Corps of Engineers for all work in the wetland area for the sewer connection and trail crossing.
9. Final architectural design and colors will be reviewed and approved by the Community Development staff.
10. All proposed signs require a sign permit, reviewed and approved by the Community Development Department.
11. 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.
12. The Snyderville Basin Sewer Improvement District shall review and approve the sewer plans.

<u>Date of Expiration</u>: October 9, 1997

Any person who submitted written comment on a proposal, the owner of any property within the subdivision and/or within three hundred (300) feet of the boundary of the subject site, and the owner of the subject property may appeal to the City Council any action pertaining to the approval or denial. The petition must be filed in writing with the City Recorder within ten (10) calendar days of the project's approval or denial.

Sincerely,

Kirsten A. Whetstone

Kirsten A. Whetstone, AICP
Planner III

KAW/rr

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE:	**January 3, 1997 (January 9, 1997 meeting)**
DEPARTMENT:	**Planning Department**
AUTHOR:	**Kirsten A. Whetstone**
TITLE:	**Hulbert Holler Subdivision at 1503 Park Avenue - Final Plat**
TYPE OF ITEM:	**Legislative**

SUMMARY RECOMMENDATIONS: Approval with conditions

DESCRIPTION:

A. Topic

PROJECT STATISTICS:

Applicant:	Dennis Hulbert, owner
Location:	1503 Park Avenue
Zoning:	RM- Medium Density Residential
Adjacent Land Uses:	Condominiums, Texaco gas station, 7-11,
Date of Application:	August 2, 1996
Project Planner:	Kirsten A. Whetstone
Staff Recommendation:	Approval with conditions

B. Background

This is a request for a two lot subdivision of a 16,074 sq. ft. unplatted parcel of land located at 1503 Park Avenue. The parcel is located on the northwest corner of Park Avenue and unplatted, paved 15th Street. There is an existing historic structure on the parcel, which is the applicant's residence. In 1995 a demolition permit was issued to demolish two smaller, dilapidated structures at the rear of the parcel. These structures were demolished.

Paved 15th Street is an unplatted street which is currently part of the subject parcel. The land under the road is claimed by this applicant and the owner of the Texaco property, but has historically been used and enjoyed by vehicles and pedestrians for many decades. There are several existing utilities under the road and along its shoulders.

C. Project Description

The applicant is requesting a two lot subdivision in order to create two legal lots; one for the existing historic structure and one for a proposed duplex. The property in question is a total of 16,074 square feet in area and the applicant proposes to create one lot of 4,559 sq. ft. and one lot of 5,505 sq. ft., with the remainder of the parcel (6,010 sq.ft.) dedicated as right-of-way for 15th Street. At some time in the future the applicant intends to build an addition and add a garage to the existing structure. The property is zoned RM, Medium Density Residential. Duplexes are permitted uses in this zone.

The parcel is located directly across 15th Street from the Texaco service station. The US West buildings and the 7-11 convenience store are located across Park Avenue from this parcel. To the north are the Silvertown Condominiums. The Silvertown Condominiums building encroaches 7' into its required 10' side yard setback adjacent to the subject property. Several larger, high density resort residential condominium complexes are located further to the west, namely Snowcrest, Powder Pointe, and All Seasons Condominiums.

D. Analysis

The proposed plat is consistent with the Land Management Code and the Park City Comprehensive plan. This is an area of commercial and higher density resort oriented residential uses. The dedication of right-of-way for 15th Street is a benefit to the City and adjoining properties. It is also a benefit to the applicant as it allows access to a public right-of-way for Lot 2.

The property is zoned RM, Medium Density Residential. Development on either lot is restricted by specific requirements in the LMC related to use, density, height, setbacks, lot size and width, open space, parking, and access. The encroachment of the Silvertown Condominium building onto its own required side yard does not present a building or fire code issue for the two lot subdivision in that the minimum rear yard for all buildings in the RM zone is 10'. Adequate separation between buildings can occur.

There is an existing historic structure on one of the lots, and therefore, staff is recommending a condition of approval that any future additions to the existing historic structure, and any structure proposed for Lot 2, be reviewed and approved by the Historic District Commission. These structures and additions shall be sensitive to and compatible with the design and character of the existing structure. Staff is also recommending a condition of approval that an historic facade easement be granted to the City for the historic structure at 1503 Park Avenue.

In addition, the eastern portion of this subdivision is located within the Frontage Protection Zone (FPZ) and therefore, staff is recommending a condition of approval that any construction within the FPZ shall be regulated and restricted by the Frontage Protection Ordinance and Section 8.8 of the LMC.

Staff is recommending a condition of approval that a financial guarantee for completion of all public improvements associated with this project be posted prior to plat recordation.

E. Department Review

The City Engineer reviewed the plat and recommended some minor technical changes prior to plat recordation. The City Attorney's office shall review and approve the plat and dedication language prior to recordation.

F. Planning Commission Action

On December 18, 1996 the Planning Commission held a public hearing on this item. There was no public comment at the hearing. The applicant expressed a concern that the facade easement would limit his ability to propose an addition to the existing structure. The Planning Commission modified the condition to allow an historically sensitive and compatible addition to the existing structure, including dormers in the existing roof to allow utilization of the attic space. All proposed additions require review and final design approval by the Historic District Commission.

RECOMMENDATION:

The Planning Commission and staff recommend approval of the Hulbert Holler Subdivision, located at 1503 Park Avenue, based on the following:

Findings of Fact

1. 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.

2. 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.

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

4. The 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.

5. 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.

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

7. 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.

8. Snow storage and utility easements are necessary to ensure adequate utility and snow removal services to this and adjoining properties.

9. Proper legal notice was published and posted, the property was properly posted, and notice was sent to all property owners within 300' of the property. For condominium complexes, the Condominium Homeowner's Associations were notified, as per the LMC, in lieu of notice to each individual owner.

Conclusions of Law

1. There is good cause for this subdivision plat.

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

3. Approval of the plat, subject to the conditions of approval, does not adversely affect the health, safety and welfare of the citizens of Park City.

4. The plat is consistent with the Park City Land Management Code and no non-conforming uses or lots are created.

5. The plat is consistent with the Park City Comprehensive Plan.

Conditions of Approval

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 Engineer prior to release of this guarantee.

4. There shall be a note on the plat, and a Grant of Easement in a form approved by the City Attorney, granting a facade easement for the Park Avenue and 15th Street facades of the historic structure at 1503 Park Avenue. The facade easement agreement shall allow the owner flexibility to propose an historically sensitive and compatible addition to this structure, including dormers in the existing roof to utilize the attic area.

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

6. Any future addition to the existing historic structure, and any structure constructed on Lot 2, shall be reviewed and approved by the Historic District Commission and shall be sensitive to and compatible with the design and character of the existing structure.

7. A 10' snow storage and a 5' non-exclusive utility easement, along the frontage of Park Avenue and 15th Street, shall be dedicated to the City and indicated on the plat.

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

EXHIBITS:

Exhibit A- Proposed plat
Exhibit B- Location map
Exhibit C- Current plat

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Ordinance No. 97-

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.

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.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. 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 Engineer prior to release of this guarantee.

4. There shall be a note on the plat, and a Grant of Easement in a form approved by the City Attorney, granting a facade easement for the Park Avenue and 15th Street facades of the historic structure at 1503 Park Avenue. The facade easement agreement shall allow the owner flexibility to propose an historically sensitive and compatible addition to this structure, including dormers in the existing roof to utilize the attic area.

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

6. Any future addition to the existing historic structure, and any structure constructed on Lot 2, shall be reviewed and approved by the Historic District Commission and shall be sensitive to and compatible with the design and character of the existing structure.

7. A 10' snow storage and a 5' non-exclusive utility easement, along the frontage of Park Avenue and 15th Street, shall be dedicated to the City and indicated on the plat.

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

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

PASSED AND ADOPTED this 9th day of January, 1997.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

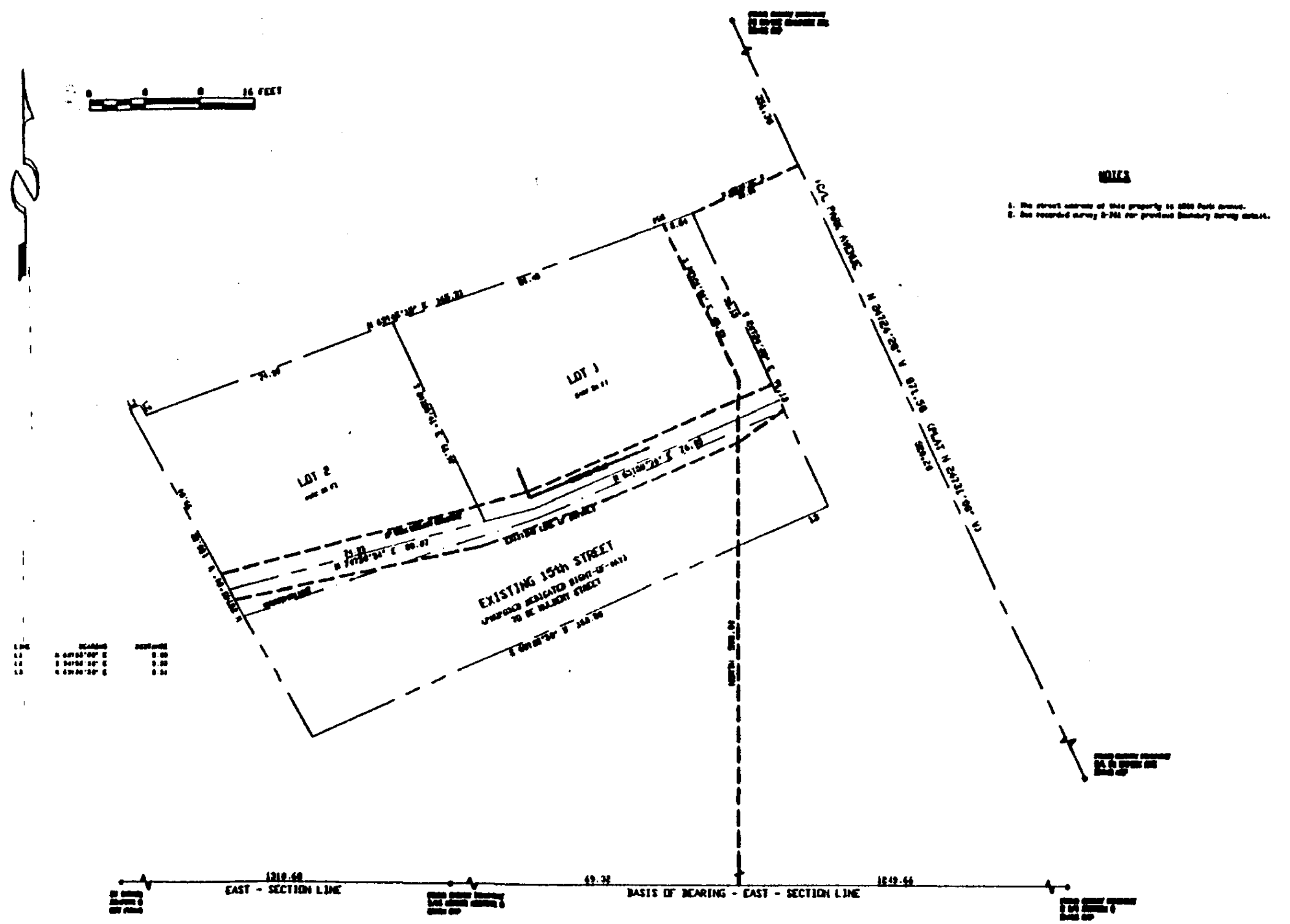
Janet M. Scott, Deputy City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

M:\CDD\CDD\KAW\CC97\1503PARK.ORD

EXHIBIT A.



RECEIVED
DEC 12 1996
PARK CITY
PLANNING DEPT.

NOTES

SURVEYORS CERTIFICATE

LEGAL DESCRIPTION

OWNERS DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGEMENT

State of ____________ }

County of ____________ }

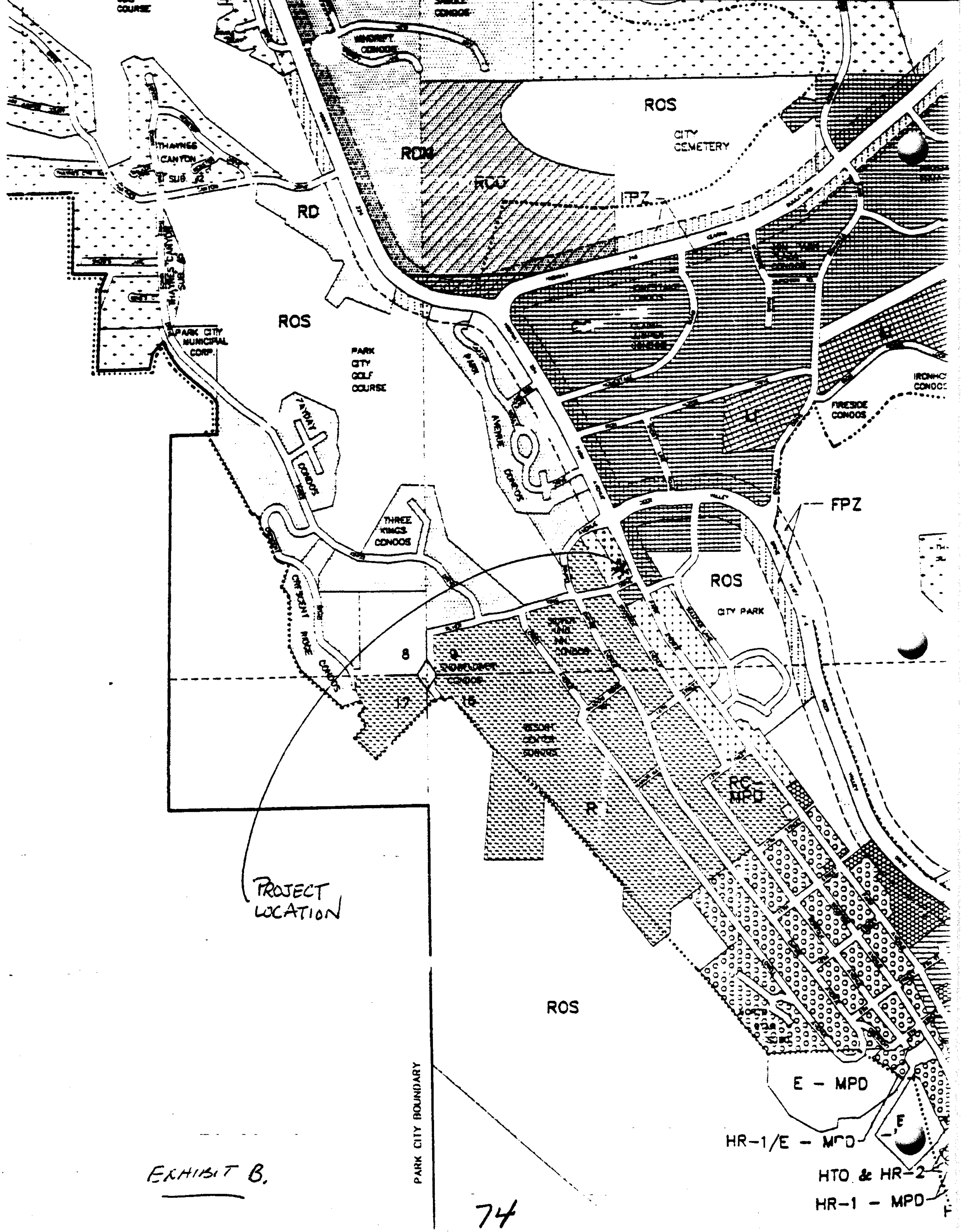
Notary Public

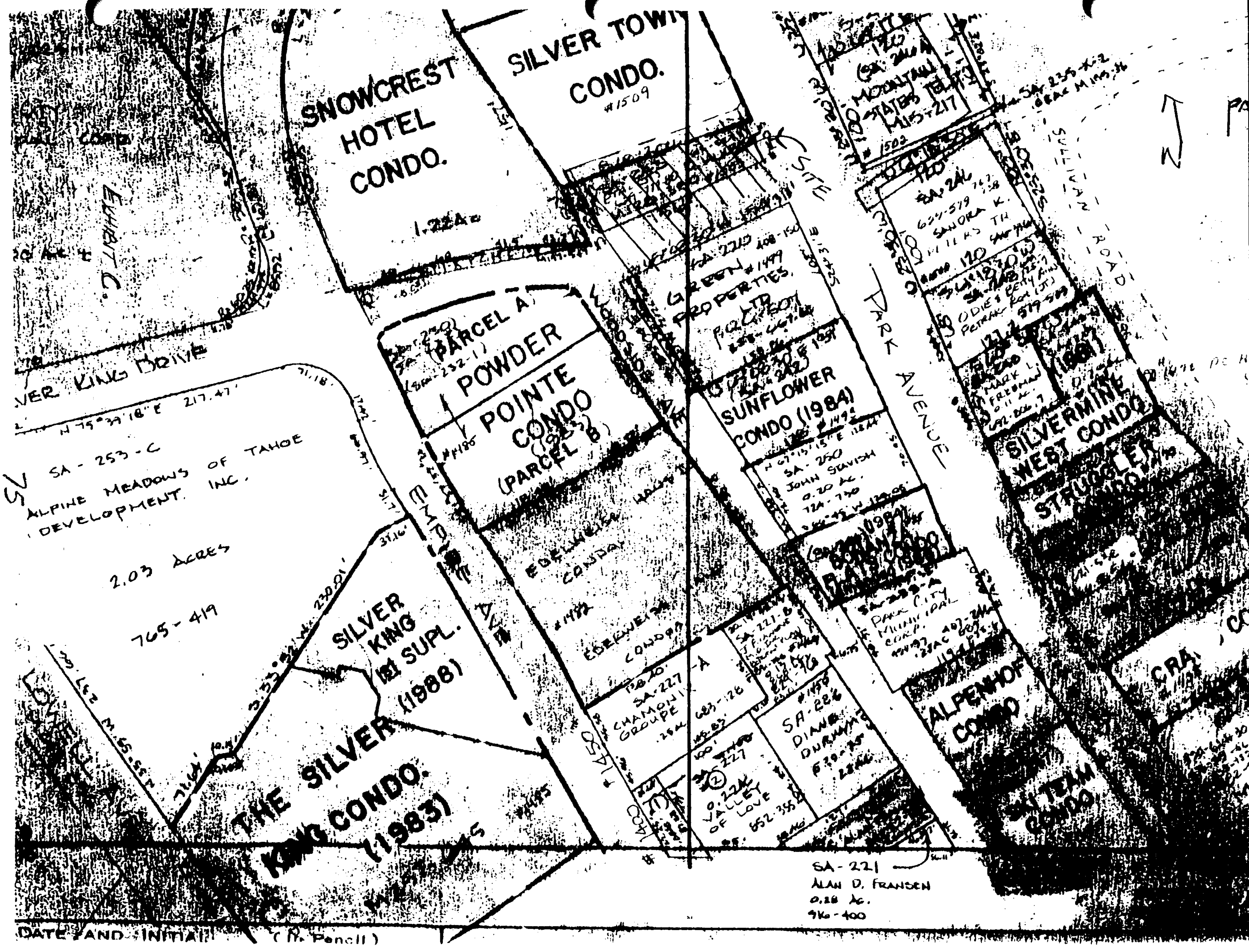
Commission expires: ____________

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


ROS
CITY CEMETERY
RD
ROS
PARK CITY MUNICIPAL CORP.
PARK CITY GOLF COURSE
THAYNES CANYON SUB. #2
FPZ
FIRESIDE CONDOS
THREE KINGS CONDOS
ROS
CITY PARK
8
17
18
RESORT CENTER CONDOS
R
RC-MPD
PROJECT LOCATION
ROS
E - MPD
HR-1/E - MPD
HTO & HR-2
HR-1 - MPD
PARK CITY BOUNDARY
EXHIBIT B.


SNOWCREST HOTEL CONDO.
1.22 Ac
SILVER TOWN CONDO.
#1509
SITE
PARK AVENUE
SULLIVAN ROAD
PARCEL A
POWDER POINTE CONDO
(PARCEL B)
GREEN PROPERTIES LTD
SUNFLOWER CONDO (1984)
SA - 250
JOHN STAVISH
0.20 Ac.
MOUNTAIN STATES TEL
SANDRA K.
MILLKS TR
ODIE'S PETTY ANN
MARK L. FREEMAN
SILVERMINE WEST CONDO
STRUGGLER
EMPIRE AVE
EDELWEISS CONDO
SA-227
CHAMONIX GROUPE
SA-226
DIANE DURHAM
VALLEY OF LOVE
PARK CITY MUNICIPAL CORP.
ALPENHOF CONDO
SA - 221
ALAN D. FRANSEN
0.28 Ac.
916 - 400
SILVER KING SUPL. (1988)
THE SILVER KING CONDO. (1983)
SILVER KING DRIVE
N 75°39'18" E 217.47
SA - 253 - C
ALPINE MEADOWS OF TAHOE DEVELOPMENT, INC.
2.03 ACRES
765 - 419
EXHIBIT C.
SA-236-X-2
DATE AND INITIAL
(R. Pencil)
N

75

PARK CITY
1884

Staff Report

DATE: January 6, 1997
DEPARTMENT: Recreation Services
AUTHOR: Kathy Kelly, Recreation Services Manager
TITLE: **Cross-Training Facility**
TYPE OF ITEM: Request to Enter Into a Formal Agreement with U.S. Skiing

SUMMARY RECOMMENDATIONS:

Authorize the Recreation Services Department to enter into a formal two-year agreement with U.S. Skiing. The Racquet Club would become the Official Training Facility for U.S. Skiing in return for use of fitness equipment.

DESCRIPTION:

A. Topic:

The signing of an Agreement with U.S. Skiing.

B. Background:

In November, the City Council authorized Recreation Services to enter into negotiations with U.S. Skiing. U.S. Skiing will provide the Racquet Club with full use of 38 pieces of fitness equipment for about two years. In return, athletes, coaches and staff of U.S. Skiing would have limited access to the pool, gymnasium, aerobics classes and the fitness center.

Attached is the final Agreement and following are some key points:

1. Provide a cross training center for the public. The Racquet Club would open the center to the public and would offer classes, clinics, cross-training, and drop-in times *to the* public. U.S. Skiing has offered to assist in training staff and designing programs.

2. Provide a training facility for the U.S. Ski Team athletes, coaches, and staff. In return for use of the fitness equipment, the members of the U.S. Ski Team would occasionally (no more than twice a month) require exclusive use of the center and/or the gymnasium. These times would be scheduled with the Racquet Club around other programs. Athletes would be allowed access to the Racquet Club's fitness center, gym, pools and aerobics classes. Coaches and U.S.

Skiing staff would pay a nominal yearly fee [$25] for access to these same activities.

3. Provide a new link between the Park City community and U.S. Skiing. The Fitness Center should provide new opportunities for the public to interact with the Ski Team. Additionally, the relationship with the Ski Team could improve the City's negotiation position for the Olympics.

4. Provide a tie-in with the Winter Sports youth development teams. These young athletes would be provided with an opportunity to use the fitness equipment, and more importantly, mix with the older athletes. Members of these teams would purchase a yearly membership [$175] to the Racquet Club (excluding tennis).

C. Analysis:

Value of the equipment:
If the Racquet Club were to purchase this equipment when new, the cost would be approximately $200,000. The depreciated value of the current equipment is approximately $100,000. A two-year commercial lease of the equipment would cost approximately $25,000-$50,000 per year.

Value of the Fitness Center:
The Fitness Center operation should break-even for Fiscal Year 1997. This will include transportation of the equipment, start-up costs, labor and maintenance contracts. It is conservatively estimated that net operating income for FY 1998 will be approximately $12,000. However, it is anticipated that the positive customer service aspects of having an integrated club, and the ability to advertise as the "Official Training Center of the U. S. Ski Team" will result in higher revenues for the Club.

Value of the training to be provided to the Racquet Club:
Ron Kip, the Director of Athlete Preparation Sport Science for the Ski Team, has offered to donate unlimited hours of his time in training Racquet Club staff. This will include training on the equipment, training on programs already developed by the Ski Team, and ongoing nutritional and sport science information.

Value of the Racquet Club and Fitness Center access to U.S. Skiing staff:
There are currently forty-six (46) staff members at U.S. Skiing. They estimate that approximately half of these staff members will take advantage of Racquet Club facilities. Therefore, the value to the Ski Team would be approximately $13,000 per year. The impact on the Racquet Club should be minimal, but there is flexibility built into the agreement to handle situations in which there is overcrowding. The value of their memberships will depend on the number of employees who actually use them.

Value of the Racquet Club and Fitness Center access to U.S. Skiing athletes:
There are approximately 150 athletes on the alpine, nordic, snowboard, biathlon and combined teams. However, many of these athletes never or rarely come to Park City. According to U.S. Skiing, about 25 of these athletes live in Park City, but are frequently out of town. The value of

their memberships will depend on the number of athletes who actually use them.

D. **Department Review**:

This Staff Report and Agreement have been reviewed by the City Manager, the Leisure Services Director, the Assistant City Attorney and the Finance Manager.

ALTERNATIVES:

A. **Approve the Proposal:** The Racquet Club would enter into the Agreement to become the Official Training Facility for U.S. Skiing in return for use of fitness equipment.

B. **Deny the Request:** The Racquet Club would then need to purchase new equipment to run a fitness center; or seek a new lessee.

C. **Continue the Item:** A timely decision is desirable as there is currently no fitness equipment available at the Racquet Club.

D. **Do Nothing:** Same as B.

SIGNIFICANT IMPACTS:

The City's start up costs are relatively low and our risks are low since the operation can be tailored to the demand. We expect no increase in insurance costs because of our operation of a cross-training center.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

This is a unique opportunity to integrate a key component of fitness programs into the Racquet Club. At the same time, it would help create an opportunity to get the community more connected to our world class athletes, as well to the Olympic development teams. If the recommended action is not taken, this opportunity will be lost.

RECOMMENDATION:

Authorize the Agreement in a form substantially the same as attached as "Attachment A" and as approved by the City Attorney's office. **[Note: The City Attorney's office and U.S. Skiing's attorney were not able to exchange final drafts prior to the packet deadline due to conflicting vacation schedules, so minor changes in the Agreement may be necessary. To the extent those changes are substantive, a new copy will be distributed at the meeting.]**

ATTACHMENT "A"

TRAINING CENTER AGREEMENT

This Agreement is made and entered into this _____ day of January, 1997, by and between United States Skiing whose principle offices are located at 1500 Kearns Blvd., Building F, P.O. Box 100, Park City, Utah 84060, and Park City Municipal Corporation ("PCMC") , located at 445 Marsac Avenue, P.O. Box 1480, Park City, Utah 84060.

Recitals

A. U.S. Skiing is the National Governing Body for the sports of skiing and snowboarding in the United States of America. It is recognized by the United States Olympic Committee ("USOC") and International Ski Federation ("FIS") as the sole sanctioning and governing body for Olympic-eligible and FIS-eligible skiing and snowboarding in the United States.

B. PCMC operates a public racquet club located at 1200 E. Little Kate Road in Park City, Utah ("Racquet Club").

C. U.S. Skiing and PCMC desire to create a high caliber ski and snowboard athletic training facility (hereinafter "the Fitness Center") to be located within the Racquet Club premises for the use, enjoyment and benefit of the general public, U.S. Skiing, its affiliates, employees, coaches and athletes.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Term and Termination.**

1.1 The initial term of this Agreement shall be a period of two (2) years from the effective date hereof.

1.2 Either party shall have the right automatically to extend this Agreement for an additional year by providing written notice of such extension not more than 180 days nor less than 30 days prior to the expiration of the primary term set forth above.

1.3 This Agreement is executed in contemplation of the completion of a new U.S. Skiing facility by sponsor(s) and/or benefactor(s) of U.S. Skiing during the next three (3) years. The parties understand and agree that this Agreement shall automatically terminate at such time as that facility is completed and U.S. Skiing actually moves into that facility. Although the parties desire to maintain a relationship following that move and the resulting termination of this Agreement, the parties understand and agree that the nature and terms of any such relationship shall not be governed in any way by this Agreement, but shall be determined by the parties at that time.

2 **<u>Obligations of U.S. Skiing.</u>**

2.1 U.S. Skiing shall provide on loan to PCMC approximately thirty-eight (38) pieces of strength training equipment (hereinafter "the Equipment") subject to the provisions and restrictions set forth herein. U.S. Skiing shall retain sole ownership of such Equipment. A list of the Equipment is attached as "Exhibit A."

2.2 U.S. Skiing shall cause its Sports Science Department to provide reasonable cooperation and assistance to the Racquet Club staff for the following purposes:

2.2.1 Development of fitness programs (such as the "Ski Fitness Program" already developed by the U.S. Ski Team) for the general public involving the Equipment and the Facility; and

2.2.2 Providing information on fitness, nutrition, ski fitness tips, etc. for publication in the Racquet Club's regular publication, "Play Magazine," and for Racquet Club informational flyers.

2.3 U.S. Skiing shall cooperate with the Racquet Club staff to create opportunities for joint social functions with U.S. Ski Team athletes, staff and the public, including youth opportunities when U.S. Ski Team members are in the Park City area and are available for such functions. U.S. Skiing shall not be obligated to require the attendance of any U.S. Ski Team coaches or athletes, but shall use its best efforts to encourage their attendance at and participation in such functions.

2.4 Upon completion and occupancy of its new building, U.S. Skiing shall either move the Equipment from the Facility to its new building at its cost, or at its option, sell the Equipment to PCMC for a mutually agreeable price.

2.5 U.S. Skiing shall provide to the Racquet Club staff on an annual basis a list identifying all current U.S. Ski Team athletes, coaches and staff eligible for free or special fee memberships pursuant to section 3 below.

2.6 U.S. Skiing shall provide to the Racquet Club a license, substantially in the form of Exhibit B attached hereto, to use the name and marks of the U.S. Ski Team.

2.7 U.S. Skiing and any of its athletes, coaches, staff or other eligible participant or program under paragraphs 3.5, 3.6, 3.7 and 3.8 below shall not interfere with any other patron of the Racquet Club, the access to other spaces within the building or obstruct parking for or the entrances to those other spaces in any way. PCMC shall have the right require U.S. Skiing to take reasonably necessary mitigation measures for any participant, program or activity that interferes with the normal day-to-day operations of the Racquet Club. If such measures are not complied with, PCMC may prohibit any such future programs or individual participation.

2.8 U.S. Skiing agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or disability in its hiring practices, services or operation of its programs hereunder.

3. **Obligations of PCMC.**

3.1 PCMC shall provide a room for the Fitness Center consisting of finished space at the Racquet Club as shown on "Exhibit C" for the placement and use of the Equipment. PCMC shall, at its cost, make any reasonably necessary improvements to the Fitness Center directed by the United States Olympic Committee or U.S. Skiing fitness expert to render the facility reasonably suitable for the purposes contemplated in this Agreement. Improvements shall be limited to cosmetic and other similar improvements such as new paint or wall coverings, flooring, electrical outlets, etc.

3.2 PCMC shall pay or reimburse the cost of moving the Equipment from Colorado Springs, Colorado to the Facility. U.S. Skiing shall secure a moving truck (at such reduced cost as it is able to negotiate) through Hoggan Health Industries.

Approved (initials): U.S. Skiing ______ Racquet Club______

3.3 The Racquet Club staff shall create fitness programs incorporating the Equipment, and offer such programs to the general public at rates to be determined by PCMC.

3.4 PCMC shall cooperate with U.S. Skiing in the scheduling of dryland training camps for U.S. Skiing coaches and athletes, and shall ensure that the Fitness Center and Equipment are reserved to the exclusive use of U.S. Skiing coaches and athletes during such times. The parties understand and agree that such dryland training camps may occasionally necessitate the closure of the Fitness Center to the general public. PCMC shall not levy any charges for use of the Fitness Center against U.S. Skiing or any of its coaches or athletes in connection with such dryland training camps, unless otherwise agreed.

3.5 PCMC will provide free membership to each U.S. Ski Team athlete which shall include access to the Fitness Center, pools, aerobics classes (a fee may be charged if such classes are full but the instructor is willing to accept more participants), racquetball courts, gymnasium, and locker rooms, subject to availability, operational hours and scheduled classes. Tennis courts and programs are not included. PCMC may give priority to regular customers in classes or programs offered to a limited number of participants. PCMC shall provide photo identification membership cards to each such athlete certified as eligible for such privileges by U.S. Skiing. Memberships shall expire with the termination of team membership or this Agreement, whichever occurs first.

3.6 PCMC shall provide free memberships to the Fitness Center and locker rooms (only), subject to availability, operational hours and scheduled classes, to all national team members of Winter National Governing Bodies, as recognized by the United States Olympic Committee. To the extent crowding occurs, as determined by PCMC, PCMC may limit free access of team members to specific hours of operation. PCMC may give priority to regular customers in classes or programs offered to a limited number of participants. Memberships shall expire with the termination of team membership or this Agreement, whichever occurs first.

3.7 PCMC shall offer memberships to all U.S. Skiing coaches and staff certified

Approved (initials): U.S. Skiing ______ Racquet Club______

as eligible by U.S. Skiing for an annual fee of $25.00. Coach and staff memberships shall entitle their holders to use of the Fitness Center, pools, aerobics classes (a fee may be charged if such classes are full but the instructor is willing to accept more participants), racquetball courts, gymnasium and locker rooms, subject to availability, operational hours and scheduled classes. Tennis courts and programs are not included. To the extent crowding occurs, as determined by PCMC, PCMC may limit free access of members to specific hours of operation. PCMC may give priority to regular customers in classes or programs offered to a limited number of participants. Memberships shall expire with the termination of employment or this Agreement, whichever occurs first.

3.8 The Racquet Club staff and U.S. Skiing will create opportunities for the youth developmental programs affiliated with the Winter National Governing Bodies, as recognized by the United States Olympic Committee, to use the Fitness Center, gymnasium, pools and locker rooms at the Racquet Club for an annual fee of $175 per participant. Use must be under the supervision of the participant's coaches. Access times will be negotiated quarterly with the Racquet Club staff. The U.S. Olympic Committee shall provide PCMC an annual list of eligible programs. Memberships shall expire with the termination of team membership or this Agreement, whichever occurs first.

3.9 PCMC shall not make any reference to the United States Olympic Committee or utilize any Olympic marks, symbols or terminology in any of its publicity, promotion, advertising and marketing materials for the Racquet Club, unless otherwise authorized to do so.

3.10 PCMC may, but shall not be obligated to, add additional pieces of exercise equipment to the Equipment located within the Fitness Center, subject to space availability and to any restrictions on availability or use of the facility set forth herein.

3.11 PCMC shall provide staff members to supervise the Fitness Center and the use of the Equipment during its operational hours. If platform equipment is included among the Equipment, the Racquet Club staff shall ensure such is used only by members of the U.S. Ski and Snowboard Teams under the supervision of a U.S. Skiing coach or trainer, and not by members of the general public.

3.12 PCMC shall provide daily janitorial service for the Fitness Center, and regular maintenance service for the Equipment.

4. **Insurance and Indemnity.**

4.1 U.S. Skiing shall indemnify and hold PCMC and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against PCMC arising out of, in connection with, or incident to the use of the Fitness Center by any of its athletes, coaches, staff or other eligible participant or program under paragraphs 3.5, 3.6, 3.7 and 3.8 above and/or U.S. Skiing's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the PCMC, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of U.S. Skiing; and provided further, that nothing herein shall require U.S. Skiing to hold harmless or defend PCMC, its agents, employees and/or officers from any claims arising from an intentional tort or the sole negligence of PCMC, its agents, employees, and/or officers. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. U.S. Skiing shall, at it's expense, carry a policy of general liability insurance, including professional liability, in an amount of at least One Million Dollars ($1,000,000) per person and Two Million Dollars ($2,000,000.00) per incident or occurrence. Tenant shall also provide Workers Compensation Insurance as per the State of Utah required limits. A certificate of insurance stating that PCMC shall receive thirty (30) days written notice of cancellation shall be provided to PCMC on or before the effective date of this Agreement, and maintained continuously during the term of the lease.

4.2 PCMC shall be responsible for the Equipment while it is in PCMC's

Approved (initials): U.S. Skiing _______ Racquet Club_______ possession. PCMC shall maintain appropriate property insurance to cover any loss or damage to the equipment caused by fire or other disaster. PCMC shall not be liable for normal wear and tear of the Equipment nor any damage caused by the negligence of U.S. Skiing or any eligible participant or program conducted pursuant to paragraphs 3.5, 3.6, 3.7 or 3.8 above. If the damage or destruction to the Racquet Club shall be so extensive as to require the substantial rebuilding, the effect of which may require removal of U.S. Skiing's operations from the premises, either PCMC or U.S. Skiing may elect to terminate this Agreement by written notice to the other within thirty (30) days after occurrence of such damage or destruction.

5. Miscellaneous Provisions

5.1 No waiver or failure to act with respect to any breach of this agreement shall be deemed a waiver with respect to any subsequent breach, regardless of its similarity to a previous breach.

5.2 Neither party may assign or transfer any part of this Agreement to any third party without the other party's prior written approval.

5.3 Without limiting the foregoing, for purposes of any obligation in connection with this Agreement, U.S. Skiing shall not be deemed to be a partner, joint venturer or agent of PCMC or any third party.

5.4 This Agreement may be executed in counterparts, and photostatic and facsimile copies of executed signature pages shall be fully binding.

PARK CITY MUNICIPAL CORPORATION

By:______________________________

Name:____________________________

Title:_____________________________

Approved (initials): U.S. Skiing ______ Racquet Club______

Attest:

City Recorder:____________________

Approved as to Form:

City Attorney:____________________

UNITED STATES SKIING

By:______________________________

Name:____________________________

Title:____________________________

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

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

____
NOTARY PUBLIC

Approved (initials): U.S. Skiing _______ Racquet Club_______

Exhibit "A"

	U.S. SKI TEAM EQUIPMENT LIST				
HAMMER STRENGTH		SPRINT		CAMSTAR	
Hip and back		shoulder press		rotary deltoid	
Super horizontal calf raise		horizontal row		thigh extension	
iso-lateral military press		rotary chest		belateral chest	
seated dip		pulldown		lower abdominal	
iso lateral low row		step (c.v.)		thigh curl	
iso lateral behind neck pulldown		leg curl		rotary lat	
iso lateral front lat pulldown		leg extension		chest press	
wide chest		tricep		thigh abductor	
seated calf raise		chest press		leg press	
		trunk curl		abd curl	
		quadriceps press		rotary tricep	
		calf raise		bilateral arm curl	
		bicep		hyperextension	
		stationary bike		thigh adductor	
Additional Equipment					
4 disc racks			2 squat racks		
2 flat exercise benches			2 training/warm-up platforms		
4 metal discs	2.5kg		1 pair dumbells		5kg
4 metal discs	5kg		1 pair dumbells		8kg
4 rubber discs	10kg		1 pair dumbells		10kg
4 rubber discs	15kg		1 stairmaster		
4 rubber discs	20kg		6 barbells		
4 rubber discs	25kg		6 pairs of collars		

DRAFT

LICENSE AGREEMENT

This Agreement is made and entered into this _____ day of _________________, 199____, by and between United States Skiing (hereinafter "U.S. Skiing"), a Utah non-profit corporation having its principle offices at 1500 Kearns Blvd., Building F, P.O. Box 100, Park City, Utah 84060, and the Park City Racquet Club located at _______________, Park City, Utah 84060.

Recitals

A. U.S. Skiing has, for many years, used the Marks (as hereinafter defined) in national and international commerce.

B. U.S. Skiing possesses the exclusive rights to use, reproduce, exploit and license the Marks and also possesses both exclusive and non-exclusive publicity and commercial exploitation rights of athlete members and coaches of all teams fielded by U.S. Skiing, and their names, likenesses, images, performances, and endorsements.

C. Subject to the terms and conditions herein, Licensee wishes to acquire from U.S. Skiing a limited license right to use the Marks and publicity and commercial exploitation rights of athlete members and coaches of the various teams fielded by U.S. Skiing, and U.S. Skiing desires to grant such a license.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions.**

   1.1. "Marks" shall mean all symbols, emblems, logos and designs of U.S. Skiing and its affiliates listed on Addendum 1 attached hereto and hereby incorporated by this reference. The Marks include, without limitation, collective membership marks, certification marks, trademarks and service marks regardless of whether such marks have been registered in the United States Patent Office, as well as any derivatives thereof.

   1.2. "Territory" shall mean North America.

2. **Grant of License.**

   2.1. U.S. Skiing hereby grants to Licensee a non-exclusive license and right to use the Marks within the Territory for the duration of this Agreement.

   2.2. The license granted herein shall be exercised solely in the Territory and solely with respect to advertising, marketing and promotional activities

Exhibit "B"

approved by U.S. Skiing. Licensee shall not use the Marks, either directly or indirectly, in any geographic area other than the Territory, and shall not supply advertising, sales, or promotional materials which include the Marks to anyone which Licensee knows or should know is likely to publish or distribute such material in any area other than the Territory.

2.3. All uses of the Marks by Licensee shall faithfully and accurately reproduce the color, design and appearance without embellishment of the Marks. No partial version of any of the Marks or any fragment thereof may be used at any time for any purpose without the express prior written consent of U.S. Skiing.

2.4. Licensee shall not adopt or use any trade name, logo, mark, graphic, slogan, or designation that includes or is confusingly similar to, or a simulation or colorable imitation of, the Name or any of the Marks. None of the Marks shall be incorporated into a common graphic device in direct association with Licensee's trade names, logos or other marks.

2.5. In addition to the rights to use the Marks conferred herein, Licensee is hereby granted the designations and/or endorsements (if any) listed on Addendum 1 attached hereto and incorporated herein by this reference. Unless such phrases are specifically listed in Addendum 1, Licensee agrees that it shall not represent to any third party or to the general public nor use for any purpose the expressions "selected," "approved," "warranted," "preferred," or "consented to" by U.S. Skiing or any similar endorsement without prior written consent from U.S. Skiing. In addition, Licensee shall not make any form of comparative claims vis-a-vis competitors' products in its promotional and marketing activities or materials in connection with the license granted hereunder in such a way as to suggest or imply that those comparative claims are shared or agreed with by U.S. Skiing.

2.6. The license granted hereunder is limited to Licensee, and Licensee shall not transfer or sub-license its rights to any other entities.

2.7. Licensee shall not use or permit the Marks to be used or exploited in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of U.S. Skiing or the activities of any affiliate organizations, nor in any manner that is

Approved (initials): U.S. Skiing _______ Licensee________

inconsistent with the image or purposes of the Olympic Games or the International Ski Federation, or that is contrary to applicable laws.

2.8. Licensee acknowledges that nothing in this Agreement gives Licensee any rights with respect to the emblems or designations of the International Ski Federation, International Olympic Committee, United States Olympic Committee, Salt Lake Olympic Organizing Committee or the Olympic movement.

2.9. All rights, opportunities and approvals not expressly granted to Licensee hereunder are reserved by and to U.S. Skiing.

3. <u>**Quality Control and Appearance of Marks.**</u>

3.1. Licensee shall comply with conditions set forth in writing form time to time by U.S. Skiing with respect to the style, appearance and manner of use of the Marks. Any use of the Marks not specifically provided for by such conditions shall be adopted by Licensee only upon prior written approval by U.S. Skiing as set forth in paragraph 3.2 below.

3.2. At least thirty (30) days prior to their intended release, distribution or publication to the public, and thereafter on a semi-annual basis, Licensee shall, at its own cost, submit to U.S. Skiing for its prior written approval representative samples of all advertising, promotional, marketing and display materials to be produced, distributed or published by Licensee using the Marks.

3.3. U.S. Skiing shall conduct a pre-publication or pre-distribution review of such materials for, among other things, content, style, appearance, composition, timing and media. If Licensee's request for approval is not responded to by U.S. Skiing within ten (10) business days after receiving such materials, Licensee may provide written notice of such delay to U.S. Skiing and U.S. Skiing agrees that any such proposed materials shall be deemed to have been approved.

3.4. U.S. Skiing shall have the right at any time during regular business hours to conduct an examination of any of Licensee's products or services the marketing of which might reasonably lead consumers to associate the product(s), service(s) or Licensee itself with U.S. Skiing in any way. If at any time such products or services shall, in the sole opinion of U.S.

Approved (initials): U.S. Skiing _______ Licensee_______

Skiing, fall below an acceptable level of quality and thereby threaten to damage the goodwill or reputation of U.S. Skiing, U.S. Skiing shall notify Licensee. Upon such notification, Licensee shall immediately cease to use the Marks in connection with the offending product(s) and/or service(s) until standards of quality acceptable to U.S. Skiing are achieved.

3.5. Licensee acknowledges that the goals and purposes of U.S. Skiing and its affiliates include, among other things, a desire to promote the development of physical and moral qualities through skiing and snowboarding, and to create and promote national and international goodwill. Licensee further acknowledges that the goals and purposes of U.S. Skiing would be damaged by unscrupulous, deceptive or misleading activities. Licensee agrees that, during the term of this Agreement, it shall not engage in any unscrupulous, deceptive or misleading manufacturing, marketing or promotional activities involving the Marks.

4. **Protection of Licensed Marks.**

4.1. Licensee admits the validity of, and agrees not to challenge U.S. Skiing's exclusive rights of ownership and control of the Marks. Licensee agrees to execute all documents reasonably requested by U.S. Skiing to effect initial or further registration, maintenance and renewal of the Marks and, where applicable, to record Licensee as a registered user of the Marks, and Licensee agrees to cooperate otherwise as may be reasonably requested, without material cost to itself, to perfect or otherwise assure the integrity of U.S. Skiing's rights in the Marks.

4.2. All rights and all goodwill that may be created or acquired by any party through the use of the Marks shall inure to the sole benefit of U.S. Skiing.

4.3. Licensee shall not use any of the Marks or any part thereof as part of its corporate name nor use any name or mark confusingly similar to any of the Marks either during or after the expiration or termination of this Agreement.

4.4. Licensee further agrees not to register in any country any name or mark resembling or confusingly similar to the any of the Marks. If any application for registration is, or has been filed in any country within the Territory by Licensee which relates to any name or mark which, in the sole opinion of U.S. Skiing, is confusingly similar, deceptive or misleading with respect to any of the Marks, Licensee shall immediately abandon any such application or registration or, at U.S. Skiing's sole discretion, assign it to U.S. Skiing. Licensee shall reimburse U.S. Skiing for all the costs and expenses of any opposition, cancellation or related legal proceedings, including attorneys' fees, instigated by U.S. Skiing to enforce any of the requirements of this paragraph.

4.5. Licensee agrees to notify U.S. Skiing of any piracy of or any other unauthorized attempt to benefit from the Name or the Marks. Licensee further agrees to cooperate with U.S. Skiing, as may reasonably be requested and at the expense of U.S. Skiing, in stopping such unauthorized use or attempted use.

4.6. Licensee acknowledges that any artwork used by Licensee displaying the Marks shall be the property of U.S. Skiing, the entire right, title and ownership of which shall be assigned to U.S. Skiing by Licensee at no cost to U.S. Skiing, following expiration or termination of this Agreement; provided, however, that U.S. Skiing shall not thereby acquire any ownership or usage rights in any trademarks, service marks or other intellectual property owned by Licensee that do not include any of the Marks, or any portion or element thereof.

4.7. Licensee shall have no right to assign or sublet its rights hereunder to use the Marks.

5. <u>Term, Termination and Renewal.</u>

5.1. Unless sooner terminated in accordance with this Agreement, the license granted under this Agreement shall commence and shall expire on the dates set forth in Addendum 2 attached hereto and incorporated herein by this reference.

5.2. Upon expiration or termination of this Agreement for any reason, notwithstanding any claims arising out of alleged breaches by either party, all rights (including the right to use the Marks), privileges and obligations arising from this Agreement shall cease to exist, and Licensee shall, in a manner otherwise consistent with this Agreement:

5.2.1. Immediately cease and desist from the creation, publication, or distribution of any marketing or promotional materials using the

Approved (initials): U.S. Skiing ______ Licensee ______

Marks in any way subsequent to the effective date of the expiration or termination.

5.2.2. Promptly disclose to U.S. Skiing any then-existing contracts or arrangements pursuant to which any previously produced marketing or promotional materials which include the Marks are expected to be published or distributed in any way by any third parties after the effective date of the expiration or termination.

5.2.3. Immediately undertake to cause all such third parties also to immediately cease and desist from further publication or distribution of any of Licensee's promotional materials which include the Name or the Marks. In the event Licensee is unable, by its best efforts, to cause all such third parties to cease and desist from further publishing or distributing any of Licensee's promotional materials within sixty (60) days of the effective date of termination, Licensee shall, in the discretion of U.S. Skiing, be liable for reasonable attorneys' fees incurred to obtain injunctive relief against any such third parties.

5.3. This Agreement shall terminate, at the option of and pursuant to written notice by U.S. Skiing, upon any of the following:

5.3.1. Conduct by Licensee that reflects unfavorably upon U.S. Skiing and seriously threatens the name, goodwill, reputation or image of U.S. Skiing or any of its affiliates;

5.3.2. Failure by Licensee to correct any breach or failure to perform of any covenant contained herein or contained within the Training Center Agreement of even date herewith between U.S. Skiing and the Park City Racquet Club within thirty (30) days of receiving written notice of such breach or failure to perform by U.S. Skiing;

5.3.3. Any two breaches or failures to perform within a one-year period, regardless of whether such breaches or failures are subsequently cured.

Approved (initials): U.S. Skiing ______ Licensee______

6. **Representations and Warranties.**

6.1. U.S. Skiing hereby warrants and represents, to the best of its actual knowledge, as follows:

6.1.1. The Marks are not invalid or unenforceable in whole or in part;

6.1.2. U.S. Skiing has full, right, power and authority to enter into this Agreement and grant all of the right, title and interest in the Marks herein granted;

6.1.3. U.S. Skiing is the sole and exclusive owner of the Marks, and no other person or entity has or shall have any claim of ownership with respect to the Marks whatsoever;

6.1.4. The Marks do not infringe any rights owned or possessed by any third party; and

6.1.5. There are no claims, judgments or settlements to be paid by U.S. Skiing or pending claims or litigation relating to U.S. Skiing's ownership of the Marks.

6.2. Licensee has full, right, power and authority, including without limitation, any necessary authorization from its officers or directors, to enter into this Agreement.

7. **Indemnity.**

7.1. Licensee shall indemnify and hold harmless U.S. Skiing from any and all fines or penalties and any and all claims by or liability to any third party from loss, damage or injury to persons or property based on or in any manner arising out of or incidental to the performance or non-performance of this Agreement by Licensee or the exercise of rights granted herein to Licensee, including, but not limited to, consequential damages or losses, warranty claims, or damages arising out of any action for strict liability in tort, as well as legal fees and costs and other expenses associated with or incurred as part of any such claim or loss. U.S. Skiing's prior approval of any usage of the Marks shall not affect this right to indemnification as to such usage. The indemnity provided herein by Licensee shall not apply to any claim brought by a third party based upon a claim that the use of the

Approved (initials): U.S. Skiing _______ Licensee_______

Marks infringes any prior trademark, service mark, collective membership mark, certification mark or copyright of any third party. Notwithstanding the immediately preceding sentence, the parties agree that the foregoing indemnification shall apply to any claim that arises as a result of any activity of Licensee other than use of the Marks as specifically authorized herein, including, without limitation, the use Licensee's trademark, service mark, or trade name in conjunction with the Marks and the use of any modification of the Marks. Indemnification is conditional upon Licensee being given notice as soon as practicable of any event likely to give rise to a claim or liability, being given the right to defend against such claim or liability, and being given the full cooperation of U.S. Skiing.

7.2. U.S. Skiing shall indemnify and hold harmless Licensee from any and all fines or penalties and any and all claims by or liability to any third party from loss, damage or injury to persons or property to the extent such claims or liability involve alleged patent, trademark or copyright infringement arising out the use of the Marks when used within the Territory in accordance with the terms of this Agreement, including, but not limited to, reasonable attorneys' fees and costs and other expenses associated with or incurred as a part of any such claim or loss. U.S. Skiing expressly reserves the right to control the defense and settlement of any such claim, action or proceeding. Indemnification is conditional upon U.S. Skiing being given notice as soon as practicable of any event likely to give rise to a claim or liability, being given the right to defend against such claim or liability, and being given the full cooperation of Licensee in doing so.

7.3. Nothing in this Agreement shall affect in any way any liability or indemnity provisions of the Training Center Agreement of even date herewith between U.S. Skiing and the Park City Racquet Club.

8. <u>**Consideration.**</u>

8.1. As consideration for the rights licensed to Licensee to use the Marks as set forth herein, Licensee shall pay to U.S. Skiing any and all licensing fees, and/or shall provide any and all merchandise, services or supplies set forth on Addendum 3 attached hereto and incorporated herein by this reference.

Approved (initials): U.S. Skiing ______ Licensee ______

9. **Miscellaneous Provisions.**

9.1. All notices required under this Agreement for advertising approval shall be addressed to "Marketing Department," and all other notices shall be addressed to "President and Chief Executive Officer" at the following addresses:

9.1.1. To U.S. Skiing:
United States Skiing
1500 Kearns Boulevard
P.O. Box 100
Park City, Utah 84060

9.1.2. To Licensee: At the address listed on page 1 of this Agreement as the principal office of Licensee.

9.2. No waiver or failure to act with respect to any breach of this agreement shall be deemed a waiver with respect to any subsequent breach, regardless of its similarity to a previous breach.

9.3. Licensee acknowledges that U.S. Skiing shall not incur any financial responsibility or liability in connection with this Agreement or any subsequent agreement between the parties relating to the subject matter hereof. Without limiting the foregoing, for purposes of any obligation in connection with this Agreement, U.S. Skiing shall not be deemed to be a partner, joint venturer or agent of Licensee or any third party.

9.4. U.S. Skiing and Licensee agree that, in case of any dispute pertaining to the subject of this Agreement that cannot be resolved by negotiation, either party shall have the right, prior to the time either party would otherwise be required to file an Answer in any litigation, to require that the matter be submitted to binding arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association. All orders issued by the arbitrator(s) will be enforceable by a court of competent jurisdiction. Arbitration proceedings will be conducted in Salt Lake City, Utah. Nothing in this paragraph shall bar U.S. Skiing from utilizing judicial processes in order to obtain temporary or preliminary injunctive relief necessary to prevent infringement of the Marks.

Approved (initials): U.S. Skiing ______ Licensee______

9.5. If either party to this agreement is required to pursue litigation or arbitration in order to enforce its rights under this agreement, the prevailing party in such litigation or arbitration is entitled to reimbursement of its reasonable attorneys' fees and costs from the other party.

9.6. This Agreement, complete with any attached Addenda, evidences the entire agreement between U.S. Skiing and Licensee and supersedes any previous understanding pertaining to the subject of this agreement. This agreement may be changed only by subsequent written agreement executed by both parties.

9.7. This Agreement may be executed in counterparts, and photostatic and facsimile copies of executed signature pages shall be fully binding.

LICENSEE	UNITED STATES SKIING
By:____________________	By:____________________
Name:____________________	Name:____________________
Title:____________________	Title:____________________

Addendum 1

The Marks

1. The license granted hereunder shall encompass the following, which shall be referred to herein as "the Marks":

2. As part of the Campaign, the following designations and/or endorsements are granted to Licensee under this Agreement (example - Official Sponsor of the U.S. Ski Team, Official Supplier of the U.S. Freestyle Ski Team, etc.): Official Training Center of the U.S. Ski and Snowboard Teams.

Approved (initials): U.S. Skiing _______ Licensee________

Addendum 2

Term

1. The license granted under this Agreement shall run concurrently with the Training Center Agreement between U.S. Skiing and the Park City Racquet Club of even date herewith.

Approved (initials): U.S. Skiing _______ Licensee________

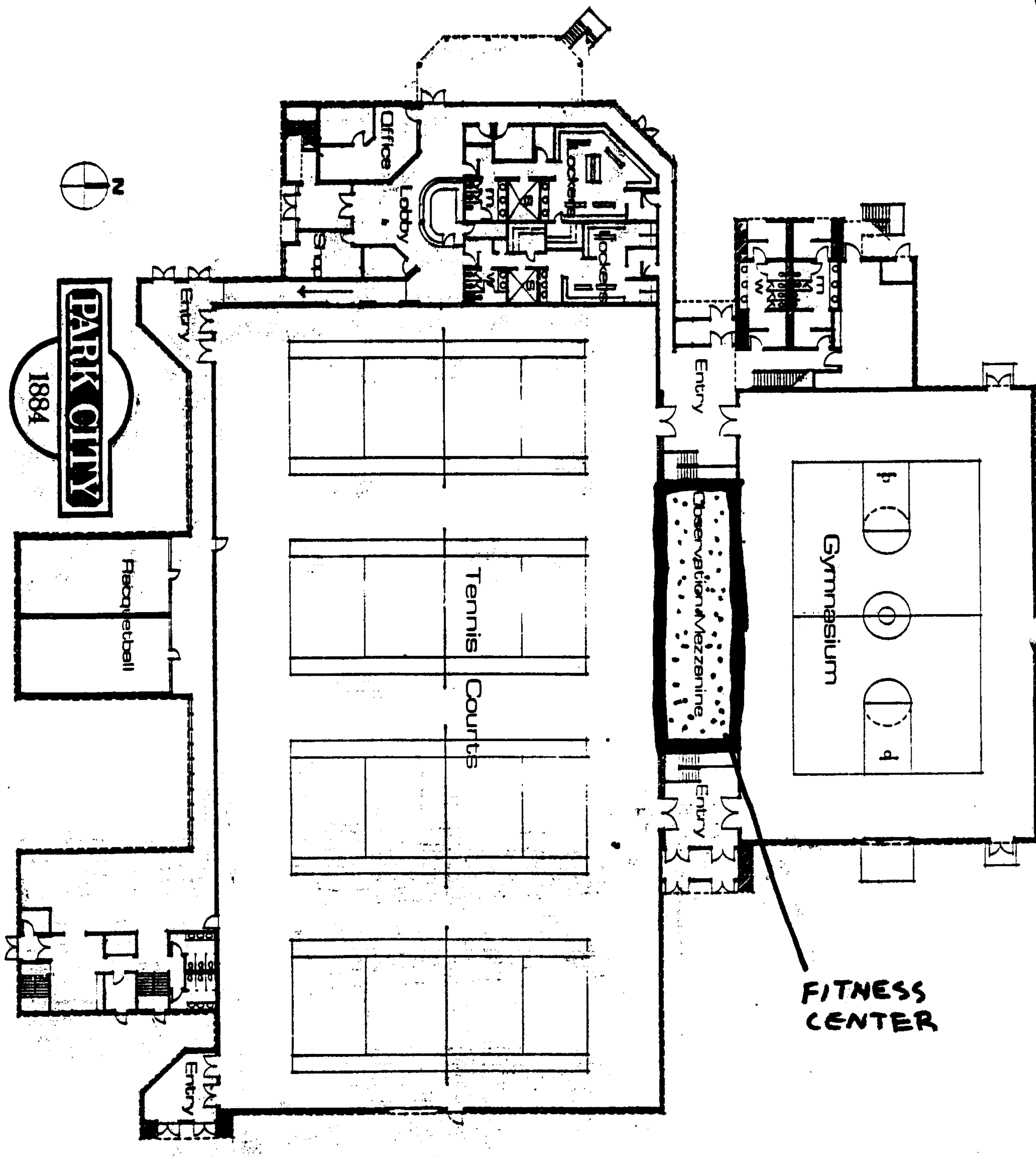
Addendum 3

Consideration

1. Licensee agrees to comply with the terms of the Training Center Agreement of even date herewith between U.S. Skiing and the Park City Racquet Club. In addition, Licensee agrees to pay the sum of ten dollars ($10.00), the receipt of which is hereby acknowledged.

Approved (initials): U.S. Skiing ______ Licensee ______

Exhibit "C"



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CENTER