

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 18, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, September 18, 2008.

Closed Session

2:30 p.m. Property, litigation and personnel

Work Session

4:00 p.m. Council questions and comments

4:10 p.m. Snow Creek community housing design P. 5 - 7

4:45 p.m. Field trip to Silver Star –State of the Sundance Film Festival
(see separate packet)

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT (*Any matter of City business not scheduled on agenda*)

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 28, 2008
P. 8 - 14

V NEW BUSINESS (*New items with presentations and/or anticipated detailed discussions*)

Consideration of a Resolution declaring September 21-28, 2008 as “Bag the Bag” Week in Park City, Utah and promoting the use of reusable shopping bags

P. 15 - 18

VI OLD BUSINESS (*Continued public hearings*)

1. Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn’s Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT)

(a) Continuation of public hearing

P. 19 - 51

(b) Deliberation – possible action

2. Consideration of an appeal of the Planning Commission’s denial on June 25, 2008 of a Steep Slope Conditional Use Permit for 158 Ridge Avenue, 162 Ridge Avenue and 166 Ridge Avenue

P. 52 - 77

- (a) Continuation of appeal hearing
- (b) Deliberation – possible action

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 25, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, September 25, 2008.

Posted: 09/15/08

See: www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

September 2008

25 **No meeting - Liza and Roger gone**

October 2008

2
9 **Dana gone**
16 SR248 update - KC
 Resolution - Trails Master Plan
23 **No meeting**
30

November 2008

6
13
14 *Management Team quarterly meeting (tentative)*
20
27 **Thanksgiving**

December 2008

4
11 Acceptance of audit
18
25 **Holidays**

Pending Items:

Water supply and demand
Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing
Guidelines and Standards for Park City, Utah
Carrying capacity/market analysis survey
Wild land interface issues



City Council Staff Report

Subject: Snow Creek Cottages
Author: Phyllis McDonough Robinson
Department: Sustainability
Date: September 18, 2008
Type of Item: Owner Administrative

SUMMARY RECOMMENDATION: Staff recommends that the Council approve the revised site plan and exterior elevations and direct staff to proceed with construction documents and bidding.

Description:

Topic: Affordable Housing

BACKGROUND

The Snow Creek Housing Project is an affordable, owner-occupied, environmentally responsible neighborhood targeted to the local workforce. A mix of unit sizes and sales prices are anticipated with a preference for the development of at-grade units. The units will be sold as primary residences with resale restrictions and owner-occupancy requirements.

At the August 28, 2008 City Council work session, Staff presented a revised unit design that eliminated the need for the height exception granted by the Planning Commission during the Master Planned Development process. The revised plans were favorably reviewed by the City Council. Staff was directed to return with final elevations for review prior to construction bidding. The City Council also asked staff to evaluate the possibility of incorporating a two-story design to achieve a greater diversity in the architecture.

ANALYSIS

Staff and the design team at Elliott Workgroup Architecture (EWG) evaluated the ability to create a two-story unit within the parameters of the approved Master Planned Development. The design challenge was to create a two-story unit design that was compatible with the existing unit design and the approved MPD footprint. Consistency with the approved MPD is important because any significant changes could require an amendment to the MPD and result in substantial project delays.

After several design iterations, EWG was able to achieve the dual goals of compatibility with the existing unit design and consistency with the approved MPD. Attachment A is the revised site plan and elevations that achieves a mix of two and three bedroom units. The two-bedroom units have two baths and a one-car garage. The three-bedroom units have three baths and an additional fourth flex room. These units have an oversized

one-car garage. The revised designs and exterior elevations will be presented to Council at the September 18 work session. Staff is requesting Council discussion and direction on the following items in order to advance the project.

1. Revised Site Design

Does Council support the revised site plan with the mix of two and three bedroom units with the parking as configured? Considerable time and expertise has been dedicated to evaluating and revising the unit design and elevations over the past few weeks. The existing site plan can be revised to incorporate three, two-bedroom units. This will provide a greater diversity in unit type and elevation in the project without affecting the MPD approval. The total unit count remains unchanged at 13, but the incorporation of the two-bedroom units does reduce the number of family units available to the project to 10. The Snow Creek Cottages is the only project currently planned with detached three/four bedroom family units. The 100 Marsac Avenue MPD is for ten detached, two-bedroom units.

The project, as proposed, does not recommend the two-car garage option. The units, as proposed, comply with the parking requirements of the MPD and provide the additional parking spaces in the unit's driveway (off-street). The relatively tight footprint in the approved MPD restricts the options in providing a two-car garage. The bonus/flex room would be lost, and the architectural interest and diversity of the unit exteriors would be compromised. We believe that the benefit of providing a flex/bonus room significantly and retaining the high architectural quality outweighs the provision of a two-car garage. One of the major benefits of this site is its close proximity to all services and transit. While the lack of covered parking for two large vehicles may be a deterrent to some buyers, the overall benefits of the project will compensate greatly for the lack of a two-car garage. The project will attract buyers who share the walkability and sustainability goals of the project and of Park City. It is important to note that the three-bedroom, two-car garage unit would be comparable in cost to the unit with the bonus/flex room. Should Council prefer a two-car garage, the best approach might be to revise the building footprint in order to maintain the same high level of architectural quality and interest. This likely will require an amendment to the MPD. ***Staff recommends approval of the revised site plan as presented.***

2. Final Exterior Elevations

Does Council support the exterior elevations as presented? At the August 28 work session Council requested that Staff return with exterior elevations prior to proceeding to construction drawings. If Council is satisfied with the exterior elevations, Staff will proceed to construction drawings for the units. If Council requests additional information we will return to Council in October with further revisions. ***Staff recommends Council approval of the final elevations as presented.***

SIGNIFICANT IMPACTS

The civil engineering package is underway based upon the existing approved site plan. Bidding for the infrastructure package cannot progress, however, until the site plan including unit footprint and count is finalized. Our goal is to proceed with the civil

infrastructure this fall assuming a relatively short turnaround response from the Army Corps of Engineers. If we are able to install the infrastructure this fall, construction could progress on the units through the winter. Should Council, as owner, request revisions to the site plan, the civil infrastructure likely will be delayed until at least late spring 2009 depending upon the time frame for an MPD amendment and this winter's snow pack.

DEPARTMENT REVIEW: This report was reviewed by the Sustainability Department, the City Attorney and the City Manager.

RECOMMENDATION: Staff recommends that the Council approve the revised site plan and exterior elevations and direct staff to proceed to construction documents and bidding.

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 28, 2008**

Present: Mayor Pro Tem Roger Harlan; Council members Candace Erickson; Jim Hier; Joe Kernan; and Liza Simpson

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Phyllis Robinson, Public Affairs Specialist

Craig Elliott, Elliott Work Group, Tony Rampton, Esq., counsel for Windrift Condominiums; Conrad Elliott, Windrift resident

Absent: Mayor Dana Williams

1. Council questions/comments. Liza Simpson thanked the Sustainability Department for contacting the Desert News with a correction that greenhouse gases and smog are not the same thing. She attended the Planning Commission meeting where a field trip to Alice Lode was conducted; she suggested that a site visit may be helpful for Council members. Other members had nothing to report.

2. Snow Creek Cottages design and deed restrictions. Phyllis Robinson explained that she is looking for feedback from Council, the property owner, on several questions in order to move forward with the project. She reaffirmed that the Council is voluntarily restricting the units to comply with the affordable housing resolution, although it was processed as a MPD not an affordable housing-MPD. The height exception was an issue brought up in the appeal and while the LMC permits height exceptions within MPDs which was granted by the Planning Commission, staff asked the design team to take another look at the project eliminating the height exception. Requirements include maintaining a high level of architectural quality, retaining the units for family living, and not increasing the amount of impermeable surface. Those goals have been achieved with the revised plans and Ms. Robinson pointed out that significant changes to the project would require an amendment to the MPD.

Through illustration of renderings, architect Craig Elliott discussed the pre-MPD application resulting in a design with a reduced footprint from the original application. Council reviewed the design and proceeded with the MPD process. A preliminary sketch of the building elevation was also presented and he displayed the submitted site plan for the MPD which was refined somewhat. He highlighted five sets of elevations presented to the Planning Commission and new floor plans and elevations that reduce the height by four feet. The square footage is reduced by about 200 square feet per unit. The three bedroom unit without the flex room incorporates a two car garage and totals about 1,800 square feet. All building heights will be below the allowable height at 29 feet measured from natural and existing grade. Mr. Elliott detailed the floor plans of the new designs based on comments from Council. The volumes remain essentially the same. Jim Hier felt that the new lower profile design is more compatible with the

neighboring properties. Ms. Erickson expressed concerns with the larger units which have more living space but less garage area. Mr. Elliott replied that it is possible to fit two cars in the garage space in most instances and there are two on-street parking spaces. Candace Erickson indicated that she is much happier with the revised approach, specifically eliminating the height exception. However, she recommended lowering the density by a couple of units, allowing the houses to be larger; it is important to her that the units are attractive and there is enough space between structures. Craig Elliott explained that a tandem garage can be created by adding ten feet to the back of the house but efforts were focused on reducing the footprint. Ms. Erickson reiterated that fewer houses could reduce the footprint. Phyllis Robinson explained that the original concept contemplated 14 units and one unit was removed creating more open space. The number of homes supports the cost of the infrastructure and the cost per square foot will increase for the other houses if the number is reduced. He believed the original concept was for 24 multi-family units. Mr. Elliott pointed out that the trade-off for the garage space to the flex room space is a relatively minor increase in cost; the overall construction costs will remain the same.

Jim Hier asked if buyers would have the flexibility to select interiors. Mr. Elliott responded that it is certainly possible. Candace Erickson pointed out that one of the concepts from the beginning was that the units would not all look alike. Craig Elliott stated that buyers could still choose an interior and the exteriors can be altered aesthetically. He admitted that he hasn't had enough opportunity to devote on the revised plans but is encouraged by the elevations and felt there is enough flexibility in the design to provide variation. Liza Simpson voiced her support of the revised plans and thanked Mr. Elliott for his hard work. She acknowledged her issues with the height for some of the same reasons as Ms. Erickson and some different ones. The height problem has been cleverly solved. Discussion ensued on the designs being adequate to comfortably accommodate families. Joe Kernan was pleased to see plans eliminating the need for a height exception. This solution may be useful in evaluating the need for granting a special exception permit for a height exception in similar situations. Phyllis Robinson discussed the meaning of the goal of *award winning* design.

In response to a question from Candace Erickson, Mr. Elliott estimated the cost of an elevator to be \$20,000 to \$30,000. She suggested that the ADA unit be constructed at one level, saving money by eliminating the need to purchase an elevator and a generator which would be needed for back-up in the event of a power outage. Mr. Elliott pointed out that a one-story house would increase the footprint significantly and sizes have to be consistent with other housing designs because of federal guidelines. There was discussion about the need to submit a revised MPD application if there is a change in the project's configuration. Jim Hier stated that he is comfortable with the elevator in the ADA unit and incorporating back-up power. Craig Elliott added that back-up power is not mandatory but a good idea. Roger Harlan, Liza Simpson and Joe Kernan supported the installation of an elevator with back-up for the ADA unit. Phyllis Robinson indicated that they will begin work on the construction drawings and Jim Hier emphasized attention to variation. The Mayor Pro Tem invited public input.

Tony Rampton, Esq. stated that the Windrift Condominium owners took photos of the site and floated balloons to 37 feet. He displayed a photograph of the project with a height line drawn in and pointed out that their views would be significantly impacted. He relayed that the residents believed the project was going to consist of one-story cottages.

Resident Conrad Elliott displayed more photos; described where the photos were taken and added that he is very pleased with the revised plans to reduce the height.

Liza Simpson admitted having trouble reading the photos, specifically the relationship of the balloons and height line and asked the architect if he had another illustration of the site lines. Craig Elliott explained the process of dropping the survey and elevations into Google Earth to produce photographs illustrating the project, heights, and view corridors in perspective.

Alex Butwinski, resident, praised the Elliott Work Group on its presentation. The perspective presented by the neighbors would look like a huge structure with a flat roof which is not the case. He feels this project will have less of a visual impact than feared. He encouraged Council to maintain the number of units at 13 and felt the elevator issue can be worked out.

Lisa Rudy, Windrift resident, invited members over to her house to personally look out her window to understand her concern about obstructed views.

Phyllis Robinson stated that if there are no other comments from members they are prepared to move forward with bidding the 13 units designed with the revised lower profile elevations for construction. Staff will return to Council after the exteriors are designed and prior to bidding the project.

She stated that she assumed that all 13 units would be deed restricted consistent with the 2007 housing resolution, recognizing that this is voluntary and the goal of the project. All members agreed that the project should comply with the housing resolution. Ms. Robinson discussed a land trust for the property and the City retaining ownership, but with the current lending situation, she advised a more traditional approach. One alternative method would be to appraise the 2.4 acres and attribute that on a pro rata basis to each of the units in the form of a second mortgage so there is no direct contribution of the land.

Joe Kernan felt the City should donate the land and not explore the land trust. Candace Erickson stated that she would like the City to retain some control. Phyllis Robinson again described the land trust and the second home mortgage concept to eliminate taking the value of the land as a windfall. Other financing options protecting the land in the future can be explored and the sales price would be represented by construction and infrastructure costs. Jim Hier spoke about another financing hybrid separating the land under the houses from the remainder of the project area so the City remains a

property owner and retains status in the HOA. This is worth exploring if the secondary lending market is comfortable with the City owning the common area.

Ms. Robinson explained that the housing resolution provides for an average income formula to address 150% of the workforce housing needs. The subsidy to be provided to the project is evenly divided among the units resulting in the potential of over-subsidizing some households and/or under-subsidizing others who wouldn't be able to consider buying a unit. She asked Council for its preference on a scaled subsidy versus even application. Joe Kernan believed that the scaled subsidy is more equitable and all members agreed. She continued to explain that staff is requesting that two units be set aside for City employees; all members agreed.

Ms. Robinson requested comments on appreciation limits and Roger Harlan encouraged using a simple methodology. Jim Hier suggested that this issue return to Council with hard numbers and noted that he supports Option 1 in the staff report. The purchase of a Snow Creek unit is still an excellent investment and buyers will get their money back. He felt that buying versus renting is still a much better option even with appreciation capped at 3%. Candace Erickson agreed that Option 1 makes sense in most cases, but would like to see options and asked what happens if a buyer moves to Salt Lake.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 28, 2008**

I ROLL CALL

Mayor Pro Tem Roger Harlan called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, August 28, 2008. Members in attendance were Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Mayor Dana Williams was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kirsten Whetstone, Planner; Brooks Robinson, Planner; Max Paap, Special Events Manager; Diane Foster, Environmental Affairs Manager; and Kent Cashel, Deputy Public Works Director.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan disclosed that KPCW is among his recycling customers.

III PUBLIC INPUT (*Any matter of City business not scheduled on agenda*)

Seasonal housing program - Tim Dahlin, Park City Christian Center, referred to his email to members regarding seasonal housing. He encouraged the involvement of business leaders, City Council, Summit County Commission and others to help communicate to the community the need for seasonal housing. He is in communication with about 100 young adults requesting housing for this winter and hoped Council will address this topic at some point. Liza Simpson clarified that Mr. Dahlin has been working with residents to rent out rooms. Candace Erickson asked if there is any risk to the City if renters steal or damage property. Mark Harrington advised that supporting a seasonal housing program would not increase the City's liability. In response to a question from Joe Kernan, Mr. Dahlin stated that the Center found housing for about 75 kids last year and the feedback from hosts was extremely varied.

IV NEW BUSINESS (*New items with presentations and/or anticipated detailed discussions*)

1. Consideration of an Ordinance approving an amendment to the Marsac Parking Structure Subdivision plat located at 460 Swede Alley, Park City, Utah – Kirsten Whetstone explained that the request is to create three lots from an existing one lot subdivision for the Marsac Municipal Building, the China Bridge Parking Structure Shell Building, and the lot for the future plaza area. The request is consistent with the PUT Zone and LMC and on August 13, 2008, the Planning Commission rendered a positive recommendation to the City Council as outlined in the ordinance. The Mayor Pro Tem opened the public hearing and with no comments from the audience, closed the hearing. Joe Kernan, "I move we approve the Marsac Parking Structure Subdivision". Candace Erickson seconded. Motion unanimously carried.

2. Consideration of an Ordinance approving the Marsac-Swede Condominiums Record of Survey plat, located at 460 Swede Alley, Park City, Utah – Kirsten Whetstone explained that this application is to create a three unit condominium including the following properties. Unit 100 is for the liquor store, Unit 200 is for KPCW and Unit 300 is the 243,000 square foot China Bridge Parking Structure, both the new and the old. The Planning Commission forwarded a positive recommendation on August 13, 2008 and staff recommends approval based on the ordinance. The Mayor Pro Tem opened the public hearing and with no comments, closed the public hearing. Liza Simpson, “I move that we approve the Record of Survey plat for the Marsac-Swede Condominiums based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance”. Jim Hier seconded. Motion unanimously carried.

3. Consideration of an Ordinance approving the Christopher Homes at Empire Pass Condominiums, Phase IV Record of Survey Plat located at The Silver Strike Subdivision, Park City, Utah – Brooks Robinson explained that the application contemplates eight condominium duplex units at Christopher Homes located in Pod A at Empire Pass. The Planning Commission forwarded a positive recommendation on August 13, 2008 and staff found that the units comply with subdivision regulations and restrictions in the Silver Strike Subdivision, limiting house size and square footage. The unit equivalents total 50.1. In response to a question from Jim Hier, Brooks Robinson explained that Units 15 and 16 are part of Phase 3 and Units 9 through 12 are part of Phase 2, which have already been condominiumized; there are only two units remaining. Jim Hier, “I move we approve the Christopher Homes at Empire Pass Condominiums, Phase IV Record of Survey as conditioned in the staff report”. Liza Simpson seconded. Motion unanimously carried.

4 Consideration of a Master Festival License for the movie premiere *The Massive* to be held on September 19, 2008 on lower Main Street and approval of a partial street closure and amplified music – Max Paap explained that Mountain Sports International Inc. submitted an application requesting a MFL to hold a movie premiere event in support of Park City Mountain Resort athlete Tanner Hall. A large screen will be erected at the pedestrian bridge on lower Main Street and the event would run from 8 p.m. to 10 p.m. on Friday, September 19. The HMBA has been notified of this event and there were no dissenting comments. A MFL is required because of amplified music, a partial street closure, and use of City property. In response to a question from Liza Simpson, applicant Dave Swanwick explained that there will be seating for about 250 people and standing room for 100 for the free movie. The Mayor Pro Tem opened the public hearing.

Krista Perry, PCMR, voiced her support of the event and added that she is a board member of the HMBA where the event was discussed.

With no further comments, the public hearing was closed. Liza Simpson, “I move we approve the license for The Massive ski movie premiere as conditioned on September

19, 2008 to be held on lower Main Street between 7th Street and 9th Street". Candace Erickson seconded. Motion unanimously carried.

5. Consideration of a Professional Services Agreement for a community carbon footprint with The Brendle Group in the amount of \$39,582 in a form approved by the City Attorney – Diane Foster explained that six contractors responded to the RFP and the selection committee recommends entering into a contract with The Brendle Group who is the only firm who had actually conducted community carbon footprints in ski resort communities. She explained that four trips are contemplated by The Brendle Group to Park City. Discussion ensued on meeting representatives of The Brendle Group when in town. Ms. Foster advised that she is planning on hosting a dinner for the group and Council liaisons at her house but invited all members to attend. Joe Kernan, "I move we approve the professional services agreement for the community carbon footprint with The Brendle Group, as written in the staff report". Liza Simpson seconded. Motion unanimously carried.

6. Consideration of a Professional Services Agreement with Alliance Engineering Inc. in the amount of \$37,100 for construction and management services for the Richardson Flat Road Project – Kent Cashel explained that the contract is for engineering support for the road construction which is underway. Joe Kernan, "I move we approve New Business Item No. 6". Jim Hier seconded. Motion unanimously carried.

V ADDITIONAL DISCUSSION – AGENDA ITEMS

VI ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Mayor Dana Williams attended closed session but not work session or the regular meeting. Other members in attendance were Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Ken Fisher, Recreation Manager. Candace Erickson, "I move to close the meeting to discuss personnel, property, and litigation". Jim Hier seconded. Motion carried unanimously. The meeting opened at approximately 4:30 p.m. Jim Hier, "I move to open the meeting". Joe Kernan seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott, City Recorder



City Council Staff Report

Subject: Resolution Promoting the Use of Reusable Shipping Bags
Author: Diane Foster; Jonathan Weidenhamer
Department: Sustainability
Date: September 18, 2008
Type of Item: Administrative

Summary Recommendation:

Adopt the resolution declaring September 21 – 28, 2008 as “Bag the Bag” week and promoting the use of reusable shopping bags within Park City.

Topic/Description:

Adoption of a resolution intended to increase the utilization of reusable shopping bags.

Background:

On March 13 2008, the High School Environmental Club appeared before City Council to request support from the City in banning reusable plastic grocery bags. Leadership Class 14 decided to tackle the problem of single-use plastic bags and has been working in conjunction with the High School Environmental Club, Recycle Utah, Council Liaisons (Mayor Dana Williams and City Councilor Liza Simpson) and staff on their approach to this issue.

Leadership Class 14 conducted a thorough analysis of the issue and solutions implemented by other cities. Through this process they have decided that the most appropriate initial action is a public outreach and education campaign, under the headline of “Bag the Bag Week”. They are asking City Council to adopt a resolution in support of both “Bag the Bag Week” and promoting reusable shopping bags.

Analysis:

According to research conducted by Leadership Class 14, cities have tackled the single-use plastic bag problem in different ways. The most popular ways have been:

- An outright ban on single-use plastic grocery bags or banning the use within certain market segments (such as grocery stores with annual revenue over \$2 million);
- A “plas-tax” or a “green fee”: a 20–25 cent per bag surcharge at the point-of-sale (proceeds go to the retailer, to a community “green fund” or a hybrid version); or
- Voluntary programs supported by consumer and business educational outreach campaigns.

Primary research regarding an outright ban conducted by the Leadership Class revealed that many regretted the outright ban and recommended a “plas-tax” as a preferred course of action.

While a “plas-tax” was considered, based both on Council direction to Environmental Sustainability staff during work session on August 21 regarding a preference for educational programs over regulation, as well as concern that a “plas-tax” within City limits might have a perceived impact of driving business out of the City, the Leadership Class determined that a multi-faceted educational outreach campaign would be the best first step.

Council may want to direct staff to return in a year to report on the progress of this program. Council could also request to discuss this issue further during their annual policy visioning session in January, 2009.

Alternatives:

- A. Approve:** The City would adopt a resolution in support of “Bag the Bag” week and promoting the use of reusable shopping bags. **This is staff’s recommendation.**
- B. Deny:** The City will not adopt the aforementioned resolution.
- C. Modify:** Council could modify the resolution or direct staff to conduct further research into options discussed in the analysis section of this report.
- D. Do Nothing:** This will have the same impact as denying the request.

Recommendation:

Adopt the resolution declaring September 21 – 28, 2008 as “Bag the Bag” week and promoting the use of reusable shopping bags within Park City. Staff also recommends that Council direct staff to report to Council in one year on the progress of this program.

Attachments:

Exhibit A: Resolution promoting the use of reusable shopping bags within Park City

Resolution No. __ -08

**A RESOLUTION DECLARING SEPTEMBER 21-28, 2008 “BAG THE BAG” WEEK
AND PROMOTING THE USE OF REUSABLE SHOPPING BAGS WITHIN PARK
CITY, UTAH.**

WHEREAS, we are all stewards of our local infrastructure, our landfill, and our natural environment; and

WHEREAS, of the more than 10,347,788 disposable shopping bags used each year in Summit County, only 0.6 percent are recycled, leaving the remaining 9,732,760 plus bags to be dumped in our landfill or littered on Summit County roadsides, mountains and waterways; and

WHEREAS, disposable plastic shopping bags do not biodegrade, but rather photo degrade – breaking down into microscopic toxic bits that enter the food web, and can remain in our landfill for as long as 1,000 years; and

WHEREAS, the manufacture of disposable shopping bags consumes over 12 million barrels of oil each year in the United States and more energy is required to recycle a plastic bag than to make a new one; and

WHEREAS, the creation of disposable paper bags consumes an estimated 14 million trees each year in the United States; and

WHEREAS, retailers can significantly save on merchandise costs by eliminating the purchase of single-use bags, providing a powerful incentive to support the use of reusable bags; and

WHEREAS, communities worldwide have already banned the use of single-use shopping bags, or have taken action to discourage the use of disposable paper and plastic shopping bags; and

WHEREAS, decomposing paper and plastic disposable shopping bags contribute to greenhouse gas emissions, therefore worsening global climate change; and

WHEREAS, curbing the use of disposable bags is a natural step in the current and future direction of Park City, considering its affiliation with ICLEI (Local Governments for Sustainability) and its marketing campaign as an eco-tourism destination; and

WHEREAS, Park City Leadership Class 14 will work to educate consumers, local businesses and school-aged youth about problems associated with disposable shopping bags, and will encourage Summit County retailers to promote the widespread use of reusable shopping bags;

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

1. **Joint Commitment.** Park City Municipal, the Park City High School Environmental Club, Recycle Utah and Park City Leadership Class 14 hereby jointly commit to the principal of reducing community waste and protecting our environment by endorsing a campaign to reduce the use of disposable shopping bags and encourage the use of reusable shopping bags.
2. **Declaration.** The City Council hereby proclaims and declares the week of September 21st to September 28th **"Bag the Bag" Week.**
3. **Effective Date.** This resolution shall be effective upon adoption.

PASSED AND ADOPTED this ____ day of September, 2008

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved to form:

Mark D. Harrington, City Attorney

City Council Staff Report



Subject: Park City Heights Annexation
Author: Thomas Eddington, AICP
Kirsten A. Whetstone, AICP
Date: September 18, 2008
Type of Item: Legislative

PLANNING DEPARTMENT

Summary Recommendation

Staff recommends that the City Council review the Park City Heights annexation request at the regular meeting, conduct a public hearing, and consider approving the Annexation Agreement and Water Agreement and adopting the Park City Heights Annexation Ordinance to annex and zone, into the Community Transition (CT) zoning district, 286.64 acres of property.

The purpose of this meeting is to:

- Conduct a public hearing
- Review and approve the Annexation Agreement and associated Water Agreement
- Adopt the Final Annexation Ordinance
- Approve an amendment to the Official Park City zoning map

Description

Project Name: Park City Heights Annexation
Applicants: Boyer Plumb Park City L.L.C.; Talisker
Location: South West corner of the intersection of Highways 248 and 40
Proposed Zoning: Community Transition (CT-MPD)
Adjacent Land Uses: Municipal open space; City Ice Arena and Fields Complex;
Reason for Review: Annexations require a recommendation from the Planning Commission with final action by the City Council

Background

This staff report is supplemental to the Park City Heights Annexation staff reports dated April 24, May 22, June 5, June 19, July 17, and August 28 and refers to the project history, staff analysis, Exhibits, and background materials attached to those reports.

City Council meeting of July 17

On July 17, the City Council discussed the draft Annexation Agreement and Annexation Ordinance. Council suggested revisions to the affordable housing sections to be consistent between the two documents. The applicants were in agreement with the requested revisions. The Council also commented on a preamble phrase of the Annexation Agreement that confused the effective date of the annexation Agreement and Ordinance. These revisions have been incorporated in the final documents attached to this report. Per Council request, a Water Agreement has been drafted and is attached to this report. A summary of the critical points is discussed in the Analysis Section below.

City Council meeting of August 28

On August 28, Council provided clarity on the number of units and/or Unit Equivalents (UEs) and Affordable Unit Equivalents (AUEs) that could be allowed by each partner in

the annexation and which would count toward the MPD's density. The following chart summarizes the Council's direction:

Park City Heights Density Calculation			
Allowable Development			
<u>Assumptions:</u>			
1 Unit Equivalent (UE) = 2,000 sq/ft			
1 Affordable Unit Equivalent (AUE) = 800 sq/ft			
<u>Owner</u>	<u>Units</u>	<u>AUEs</u>	<u>UEs</u>
Market Units*	148		**
<u>Phase I (90 UEs allowed per current water availability)</u>			
IHC Affordable		44.78 equates to	17.91
Talisker (Montage) Affordable		20.00 equates to	8.00
Talisker (non-Montage) Affordable		64.175 equates to	25.67
Total Phase I Affordable Housing Units Allowed		128.96 equates to	51.58
Total Available Units for Plumb/Boyer Phase I Market Rate Units Allowed (90 UEs less 51.58 UEs/128.96 AUEs)			38.42
<u>Phase II (with new water treatment plant or after Nov. 30, 2010)</u>			
Total Plumb/Boyer Phase II Market Rate Units Allowed			109.58
Total Plumb/Boyer Phase II Affordable Units Required***		29.60	
* Base residential density equals 148 market units. Additional units may be authorized during the MPD review process, up to the maximum bonus density allowed pursuant to Section 15-2.23-4 of the LMC. ** For Single Family Units, one Unit Equivalent (UE) equals one single family lot. The Planning Commission may limit building size during the MPD process. For Multiple Family Units, one UE equals 2,000 square feet as noted in the aforementioned assumptions. *** Plumb/Boyer's affordable housing requirement will depend upon the total number of market units approved during the MPD process and may be constructed as part of Phase II. The number of affordable units required is 20% of market units; affordable units are in addition to the total market units.			

Analysis

The Annexation Agreement and Annexation Ordinance - The Annexation Agreement and Ordinance are intended to specifically address the Council's direction on the Park City Heights annexation, pertaining to affordable housing, residential density, trails, "downstream" traffic impacts, and sustainable design to include water conservation, in addition to the usual subjects of annexation agreements and ordinances.

The Water Agreement – The water agreement stipulates that the MPD be staged in two phases. Phase I, which starts in October of 2009, would be limited to 90 UEs and 90,000 gallons of water per day for indoor water use (no exterior irrigation would be allowed during Phase I). Once the 90 UEs or 180,000 square feet of development were completed, the City would stop issuing Certificates of Occupancy (COs) until Phase II begins. 90 UEs would allow IHC and Talisker to construct all of their affordable units and still leave approx. 38 UEs for Boyer Plumb.

Phase II is intended to provide time for the City to construct a water treatment plant that provide water for the entire city as well as Park City Heights. COs for Phase II development would be issued by November 30, 2010 or completion of the water treatment plant, whichever comes first. All of the remaining units would be able to be constructed during Phase II.

Other notable elements of the water agreement include:

- Location and construction of a culinary water tank
- Provision of rights of way for potential future City-owned water infrastructure including a raw water tank
- Cost sharing to upsize the culinary water tank and associated transmission lines, and
- Clarification on what infrastructure each party is responsible for.

The petitioners and City staff are meeting in the week prior to the September 18th Council meeting to discuss the water agreement, so staff will provide an update and any changes at the time of the meeting on Thursday.

Recommendation

Staff recommends that the City Council review the attached Annexation and Water Agreements and Annexation Ordinance, conduct a public hearing, and consider approving the Agreements and adopting the Park City Height Annexation Ordinance to annex and zone, into the Community Transition (CT) zoning district, 286.64 acres and to amend the Park City zoning map to reflect this annexation and zoning.

**AN ORDINANCE ANNEXING APPROXIMATELY 286.64 ACRES OF PROPERTY
LOCATED AT THE SOUTHWEST CORNER OF THE SR248 AND US40
INTERCHANGE IN THE QUINN'S JUNCTION AREA, KNOWN AS THE PARK CITY
HEIGHTS ANNEXATION, INTO THE CORPORATE LIMITS OF PARK CITY, UTAH,
AND APPROVING A WATER AGREEMENT, AND AMENDING THE OFFICIAL
ZONING MAP OF PARK CITY TO ZONE THE PROPERTY IN THE COMMUNITY
TRANSITION ZONING DISTRICT (CT)**

WHEREAS, on January 28, 2005, the majority property owner (Boyer Plumb Park City L.C.) of the property known as the Park City Heights Annexation, as shown on the attached Annexation Plat (Exhibit A, the "Property"), petitioned the City Council for approval of an annexation into the Park City limits; and

WHEREAS, the Property is approximately 286.64 acres in size and is located southwest of the intersection of State Road 248 and US-40 as described in the attached Legal Description (Exhibit B); and

WHEREAS, the Property is included within the Park City Annexation Expansion Area, and is not included within any other municipal jurisdiction; and

WHEREAS, on February 16, 2005, additional information was included in the annexation submittal and the submittal was deemed complete; and

WHEREAS, the Park City Council accepted the Park City Heights petition for annexation on March 10, 2005; and

WHEREAS, the City reviewed the petition against the criteria stated in Sections 10-2-403 (2), (3), and (4) of the Utah Code, annotated 1953 as amended, and finds that the petition complies with all applicable criteria of the Utah Code; and

WHEREAS, On April 8, 2005, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah Code, Section 10-2-405, giving notice that the petition had been certified and the required 30-day protest period had begun; and

WHEREAS, no protests have been filed by any "affected entities" or other jurisdictions; and

WHEREAS, on July 5, 2007, the associated MPD application was amended to include the UPCM/Talisker affordable housing and development application; and

WHEREAS, the City Council established the Park City Heights Annexation Task Force (Resolution No. 13-06) on May 4, 2006, for purposes of formulating specific recommendations to the Planning Commission and City Council relating to the annexation's proposed zoning, density, land uses, affordable housing, transportation, and community economic/fiscal impacts; and

WHEREAS, the Task Force, on July 10, 2007, forwarded a unanimous positive recommendation to the Planning Commission to, among other things, zone the annexation area Community Transition (CT); and

WHEREAS, the Planning Commission, after proper notice, conducted a public hearing on February 27, 2008. The public hearing was continued to March 26, 2008, where additional input was received; and

WHEREAS, on April 9, 2008, the Planning Commission voted to forward a recommendation on the proposed annexation and requested zoning designation (CT) to the City Council; and

WHEREAS, on April 24, May 22, June 5, June 19, and July 17, 2008, after proper notice, the City Council conducted public hearings and took public testimony on the matter, as required by law; and

WHEREAS, the Council finds that the requested zoning, is consistent with the Park City General Plan and Quinn's Junction Joint Planning Principles; and

WHEREAS, the requested CT zoning allows for increases above the base zone residential density of up to one unit per acre for a Master Planned Development (MPD) that meets the requirements of Section 15-2.23-4 of the Land Management Code; and

WHEREAS, an application for a Master Planned Development (the "Proposed MPD") on 239.58 acres of the annexation Property was submitted with the complete annexation petition; and

WHEREAS, the Council finds that the Proposed MPD meets the requirements of criteria (A) (1) through (9) of Section 15-2.23-4 of the Land Management Code for Master Planned Developments in the CT zone, but that the Proposed MPD only partially meets the purposes of the CT zone district identified in LMC Section 15-2.23-1 (A), (B), (J), and (K); and

WHEREAS, an Annexation Agreement, between the City and Petitioner pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and Master Planned Development is herein included as Exhibit D;

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

SECTION 1. ANNEXATION APPROVAL. The Property is hereby annexed into the corporate limits of Park City, Utah according to the Annexation Plat executed in substantially the same form as is attached hereto as Exhibit A and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below.

The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement attached as Exhibit D and shall be subject to all City levies and assessments as described in the terms of the Annexation Agreement.

The Property shall be subject to all City laws, rules and regulations upon the effective date of this Ordinance.

SECTION 2. ANNEXATION AGREEMENT. Council hereby authorizes the Mayor to execute the Annexation Agreement in substantially the same form as is attached hereto as Exhibit D and as approved by the City Attorney. The Annexation Agreement shall include an executed Water Agreement (as an attachment) between the City and Applicant to be recorded concurrently with the Annexation Agreement.

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City General Plan, and The Annexation Policy Plan - Land Management Code Chapter 8, Annexation. The CT zoning designation is consistent with the Park City General Plan and Annexation Policy Plan.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said Property in the CT-MPD zoning district, as shown in Exhibit C. Land not currently owned by petitioners or otherwise outside the proposed MPD shall be zoned CT.

SECTION 5. FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL.

Findings of Fact

1. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 17-99. One Affordable Unit Equivalent equals 800 square feet.
2. Land uses proposed in the Proposed MPD include market rate residential units, required affordable housing, and affordable housing units from other projects within the City, as described in the Annexation Agreement. It is anticipated that the Petitioner will submit a revised MPD application. Other support uses, as approved by the Planning Commission during the Master Planned Development review, consistent with the CT zone and Land Management Code, may be allowed. Configuration and integration of the market rate and affordable units will be determined at the time of MPD review.
3. The proposed land uses are consistent with the purpose statement of the CT zone and shall be presented in the revised MPD as a clustered development preserving the natural setting and scenic entry corridor by providing significant open space and landscape buffers between the development and highway corridor.
4. The revised MPD, when approved, shall substantially comply with the Annexation Agreement. Additional density above that authorized in the Annexation Agreement may be proposed by Petitioner, subject to the requirements and purposes of the CT zone, and Planning Commission approval of the revised MPD.
5. The Petitioner offers, and the City accepts, donation of 24 acres of the Property, known as Parcel SS-92, for open space and public recreation and utility uses.
6. The annexation complies with the Quinn's Junction Joint Planning Principles in that the proposal results in significant public benefits due to the inclusion of a significant amount of affordable housing in a residential community with a range of housing types, and the proposed affordable housing relates to Park City's recreation and tourism industry.
7. The recitals above are incorporated herein.

Conclusions of Law

1. The Zoning Map amendment is consistent with the Park City Land Management Code and General Plan.
2. Approval of the Annexation and Zoning Map amendment does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Official Zoning Map shall be amended to include the Park City Heights Annexation property in the Community Transition (CT) Zoning District and designated (CT-MPD) subject to a Master Planned Development.
2. The Annexation Agreement shall be fully executed and recorded with the Annexation Plat.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

PASSED AND ADOPTED this ____ day of _____, 2008.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

Janet M. Scott, CITY RECORDER

APPROVED AS TO FORM:

Mark D. Harrington, CITY ATTORNEY

Exhibits to the Ordinance

Exhibit A- Annexation plat

Exhibit B- Legal Description

Exhibit C- Amended Zoning Map

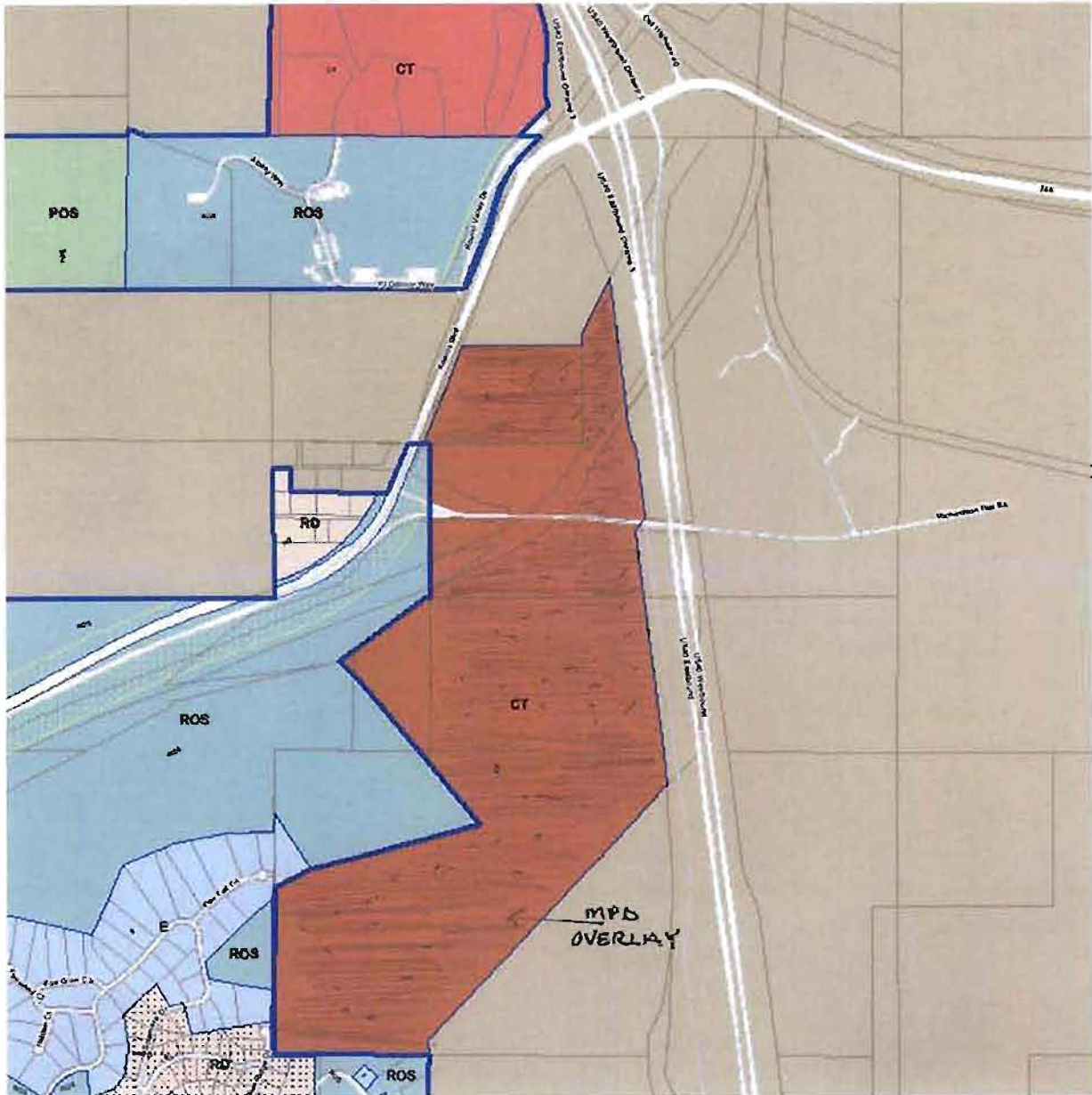
Exhibit D- Annexation Agreement (Exhibits A-C not included, Exhibit D - Water Agreement included)

EXHIBIT B

LEGAL DESCRIPTION

Beginning at the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the west line of Section 11, North 00°19'41" East 1474.01 feet to the Hidden Meadow Subdivision Boundary; thence along said boundary the following five (5) courses: 1) North 63°17'52" East 344.36 feet; 2) North 75°52'07" East 1,501.92 feet; 3) North 38°46'13" West 606.70 feet; 4) North 39°40'23" West 608.58 feet; 5) North 41°00'00" West 654.95 feet; thence North 53°50'33" East 894.32 feet; thence South 89°22'45" East 47.22 feet; thence North 00°03'07" West 89.53 feet; thence North 00°03'09" West 1,234.47 feet; thence North 89°52'42" West 88.45 feet; thence North 21°56'10" East 214.48 feet; thence North 26°13'31" East 401.12 feet; thence North 21°56'10" East 273.53 feet; thence South 89°57'30" East 1,087.40 feet; thence North 00°26'18" East 109.93 feet; thence North 25°15'30" East 568.97 feet; thence South 07°07'13" East 1,241.62 feet; thence South 18°25'48" East 203.96 feet; thence South 07°07'13" East 751.89 feet; thence South 84°20'15" East 30.76 feet; thence South 07°07'13" East 2,093.95 feet; thence South 42°41'40" West 209.44 feet; thence continue along said line South 42°41'40" West 3,003.21 feet; thence South 00°29'50" East 116.56 feet; thence North 89°30'59" West 1,368.96 feet to the POINT OF BEGINNING.
Containing 286.64 acres, more or less.

Exhibit C



When recorded, please return to:
PARK CITY MUNICIPAL CORPORATION
City Recorder
P O Box 1480
Park City UT 84060

ANNEXATION AGREEMENT

This Annexation Agreement (this "Agreement") is made by and between Park City Municipal Corporation (hereinafter "Park City" or the "City"), Boyer Plumb Park City L.C. , a Utah liability company, ("Boyer Plumb") and United Park City Mines Company, a Delaware Corporation ("UPK") (Boyer Plumb and UPK hereafter collectively "Petitioner") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioner, consisting of approximately 286.64 acres and located in unincorporated Summit County, Utah, at the southwest corner of State Route 248 and Highway 40 (as further defined below, the "Property"), and known as Park City Heights Annexation, into the corporate limits of Park City and extend municipal services to the Property. The City, Boyer Plumb and UPK are collectively referred to as the "Parties." This Agreement is made under authority of §§ 10-2-401 et. seq. of the Utah Code, Annotated 1953, as amended.

WHEREAS, included in the 286.64 acre annexation Property are the following parcels: parcel 1- M. Bayer/J. Bayer (SS-89-A); parcel 2- Boyer Plumb (SS-122); parcels 3, 7, and 8- United Park City Mines (UPCM)/Talisker (SS-88); parcel 4- Utah Department of Transportation (UDOT) (SS-92-A-2-X); parcel 5- Park City Municipal Corporation (PCMC) (SS-92-A-X-X); and parcel 6- Boyer Plumb Park City L.C. (SS-92). The annexation Property also includes the right-of-way of Old Dump Road through the Property and the State of Utah Parks and Recreation Rail Trail right-of-way through the Property.

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Property into the corporate limits of the City and, to that end, an annexation petition (the "Annexation Petition") for the Property was filed with the City on January 28, 2005. Additional information was included in the annexation petition and on February 16, 2005, the City deemed the application complete. The petition was accepted by the City on March 10, 2005.

WHEREAS, in connection with any such annexation (the "Annexation"), the Property is proposed to be zoned Community Transition, a City zoning district that allows for low density, clustered development as part of a Master Planned Development as more fully described in the City's Land Management Code. The zoning district allows uses including, but not limited to, public/quasi-public institutional uses, public recreation uses, affordable/employee housing, residential, and open space land uses on the Property.

WHEREAS, the Petitioner desires to donate twenty-four (24) acres of the Property for open space and public recreation and utility uses (described as Parcel SS-92 in Summit County recorder's Book 1835 Page 1338) to Park City, and Park City is willing to accept such donation.

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of Park City's agreement to annex Petitioner's property and in consideration of the

mutual promises contained herein, as well as the mutual benefits to be derived here from, the Parties agree that the terms and conditions of Annexation shall be as follows:

1. **Property.** The property to be annexed is approximately 286.64 acres in size, as depicted on the annexation plat attached as Exhibit "A" (the "Annexation Plat") and as more fully described in the legal description attached as Exhibit "B" (hereafter referred to as the "Property").
2. **Zoning.** Upon Annexation, the Petitioners' Property will be zoned Community Transition District - Master Planned Development ("CT-MPD"). All remaining property shall be zoned Community Transition District ("CT").
3. **Master Plan Approval; Phasing.** Pursuant to Land Management Code Section 15-8-3 (D), on July 5, 2007, a complete revised application for a Master Planned Development on 239.58 acres of the Property (as submitted, the "MPD") was filed with the City. Annexation parcels 1, 4, 5 as described above are not included in the MPD. The Petitioner plans to submit a revised MPD application. The allowable residential density of the MPD project area is 148 units. This maximum density does not include the approved AUEs as specified in Paragraph 10 below. Additional units may be authorized pursuant to the MPD review process, up to the maximum residential bonus density allowed by Section 15-2.23-4(A) of the LMC. This Agreement does not represent approval or vesting of the submitted MPD or any subsequent MPD proposal. Rather, the MPD and the land use development of the Property shall be governed by the zoning designations provided herein and, shall be finalized (and, as necessary, amended) as soon as reasonably practicable following completion of the Annexation process pursuant to Utah Code Annotated § 10-2-425(5) (the "Final MPD"). Moreover, any substantive amendments to the MPD or this Agreement shall be processed in accordance with the Park City Land Management Code in effect at the time. Further, as part of the Final MPD and subdivision approval process, the phasing of the development of the Property shall be determined, to ensure the adequacy of public facilities that may be required to support any such development.
4. **Trails.** A condition precedent to subdivision approvals for the Property is the grant to the City of non-exclusive, public easements across the Petitioners' Property, and the construction of non-vehicular pedestrian trails as determined by the Planning Commission during the Final MPD and Subdivision Plat review process (collectively, the "Trails"). In any event, the trail easements shall include, but are not limited to, existing trails and those easements necessary to extend and/or relocate existing non-vehicular pedestrian trails to connect to other public trail easements existing or planned for the future on adjacent developed or undeveloped properties. Any obligations with respect to the construction of any such trails shall be governed by the terms and conditions of the Final MPD for the Property.
5. **Fire Prevention Measures.** Because of significant wild land interface issues on the Property, the Petitioner (or, as specified in connection with any such assignment, its assigns) agrees to implement a fire protection and emergency access plan, to be submitted prior to the issuance of any building permits, and to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes.
6. **Roads and Road Design.** All streets and roads within and to the Property, which are to be dedicated to the City, shall be designed according to the City's road design standards. During the MPD review, the Planning Commission shall

determine whether the road shall be granted, conveyed and/or dedicated to the City for purposes of a public thoroughfare and, upon acceptance thereof by the City, the maintenance and repair thereof by the City, or retained as private roads. The roads in the Talisker and IHC affordable housing are anticipated to be public. Otherwise, maintenance and repair of all such streets and roads shall remain with the Petitioner (or its assigns), until such time as any such streets and roads shall be accepted by Park City pursuant to the City's applicable ordinances governing any such dedication (the "Subdivision Ordinance"). All roadways within the Property and subject to the Subdivision Ordinance (the "Subdivision") shall be not less than thirty (30) feet wide, back of curb to back of curb. The final determination of which roadways, or portions thereof, are to be publicly dedicated shall be made during the Subdivision Plat review process; provided that the terms and conditions of grading and constructing roadway access across any City property shall be agreed to as part of any MPD approval process.

Sidewalks shall be included within the dedicated non-pavement right-of-way of all roads unless an alternate location is approved by the Planning Commission. Non-motorized paths separate from the road right-of-way may be preferable and determined by the Planning Commission.

The MPD shall not propose a road or street connection from Park City Heights to The Oaks at Deer Valley Subdivision, Hidden Meadows Subdivision, or to the Morning Star Estates Subdivision. The two proposed single family lots with access onto Sunridge Court shall be restricted at the time of the Final MPD to single family uses, consistent with the uses allowed in the Oaks at Deer Valley Subdivision. These lots may, if approved by the Oaks at Deer Valley Subdivision, be included in the Oaks at Deer Valley HOA at the time of the Final Subdivision Plat approval.

7. **Sanitary Sewer, Line Extensions and Related Matters.** Construction and alignment of the sanitary sewer shall be established as part of the Final MPD and the Final Subdivision Plat for the Property (as accepted by the City and filed in the official real estate records of Summit County, Utah, the "Subdivision Plat"). The preferred alignment of the sanitary sewer shall be that which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District. Further, as part of the MPD, the Petitioner (or, as specified in connection with any such assignment, its assigns) shall enter into a latecomer's agreement to reimburse the City for a portion of its costs in extending sewer facilities adjacent to the Property.

8. **Water Rights and Water Source Capacity.** **Boyer Plumb Units** The 1992 Pre-Annexation and Settlement Agreement conveyed 235.5 acre-feet of water rights to the City for the Park City Heights property and memorialized the fact that development on that property would be treated as if it had dedicated water rights to the City. Accordingly, the LMC Section 15-8-5 (C) (1) requirement to dedicate paper water rights is satisfied. **UPK Units:** So long as the UPK units are within the 20-acre Quinn's Junction Parcel referenced in the 1999 Flagstaff Development Annexation Agreement, water requirements for the UPK units shall be determined as provided in the 2007 Water Agreement as referenced in the Amended and Restated Development Agreement for Flagstaff Mountain. Water Impact Fees will be determined and applied by the City in the same manner and in the same amount as with other developments within municipal boundaries. A Water Agreement, between the City and the Petitioner, shall be executed as part of this Annexation Agreement, to be recorded concurrently.

9. **Water Impact Fees and Other Water Facilities and Systems Costs.**

Certain water facilities and systems internal to Petitioners' Property shall be required to be constructed and, to the extent to be dedicated to the City, easements therefore granted to the City, all of which shall be determined, and agreed to, by the affected parties and the City during the Final MPD and final Subdivision review process (the "Water Facilities and Systems"). Any and all such Water Facilities and Systems shall be constructed to not less than the specifications reasonably required by the City Engineer. A Water Agreement, between the City and the Petitioner, shall be executed as part of this Annexation Agreement, to be recorded concurrently.

In connection with the MPD and subdivision approval process, on-site storm runoff detention facilities, or approved alternatives, as approved by the Park City Engineer, may be required. The timing for the construction of such storm run-off improvements shall be determined at the time of final Subdivision Plat and Final MPD approval (the "Storm Detention Facilities").

10. **Affordable Housing Requirement.** Affordable/employee housing shall be provided in a manner consistent with the conditions of the Final MPD, with the understanding and agreement of the parties that:

- a. The base Employee/Affordable Housing requirement for the Boyer Plumb development associated with the Park City Heights Annexation and Final MPD will be determined as defined in the City's Land Management Code and in a manner consistent with Affordable Housing Resolution 17-99. This requirement shall be satisfied by the construction of said AUEs within the Property. These AUEs do not count towards the 148 unit maximum residential density above.
- b. The requirement for 44.78 Affordable Unit Equivalents (AUE's) associated with the IHC Hospital, as described in the Intermountain Healthcare/USSA/Burbidge Annexation Agreement, will be transferred to and satisfied by the construction of said AUEs within the Property. These AUEs, currently configured in 17.91 Unit Equivalents, do not count towards the 148 unit maximum residential density above.
- c. The AUE requirement for development associated with the Montage Hotel under the Amended and Restated Development Agreement for Flagstaff Mountain is 20 AUE's. This requirement, as described in the Amended and Restated Development Agreement, may be satisfied with construction of these AUE's within Property. These AUEs, currently configured in 8 Unit Equivalents, do not count towards the 148 unit maximum residential density above.
- d. The Employee/Affordable Housing Phasing Plan of the Flagstaff Mountain Development Agreement further identifies the 20-acre Quinn's Junction parcel that is part of this Annexation Agreement as a potential location for other affordable housing requirements outlined in the Flagstaff Development Agreement. The intent of the Employee/Affordable Housing Phasing Plan of the Flagstaff Mountain Development Agreement is to first explore and locate as many units as possible on other parcels currently within the City. The remaining units, up to a maximum of 64.175 AUEs, may be located in the Park City Heights Final MPD. These AUEs, currently configured in 25.67 Unit Equivalents, do not count towards the 148 unit maximum residential density above. If additional AUEs are approved on the other parcels within the City, they shall be subtracted from the maximum of 64.175 AUEs, except that: i) for each of the pending 29 AUE currently applied for to be built within the City that is approved, Talisker may build an attainable unit not to exceed 1300 square feet within the Park City Heights MPD; and ii) the 8 AUEs at Prospector Condominiums may be exchanged for AUEs within the Park City Heights MPD. Any additional AUEs or

attainable housing must count towards the 148 unit maximum residential density above, unless additional density is approved as part of revised MPD that complies with LMC 15-2.23-1(A)(B)(J) and (K). If attainable units are added, the pricing and restrictions of such units are subject to approval by the City as an amendment to the Employee/Affordable Housing Phasing Plan of the Flagstaff Mountain Development Agreement.

- e. Affordable units shall be made available for occupancy on approximately the same schedule as or prior to a project's market units or lots; except that Certificates of Occupancy (temporary or permanent) for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the inclusionary units (subparagraph (a) above). A schedule setting forth the phasing of the total number of market units in the proposed MPD, along with a schedule setting forth the phasing of the required inclusionary units (subparagraph (a) above) shall be approved as part of the Final MPD prior to the issuance of a building permit for either the affordable or market rate units.

11. **Sustainable Development requirements.** All construction within the Final MPD shall utilize sustainable site design, development and building practices. Unless otherwise approved in the final MPD in compliance with the current Environmental/Sustainability Element of the General Plan, each home in the development must reach a score of 100 on the Build Green Checklist (Exhibit H) **OR** reach LEED for Homes Silver Rating (minimum 60 points).

In addition to the builder achieving the aforementioned points on the Build Green or LEED for Homes checklists, to achieve water conservation goals, the builder must either:

- Achieve a minimum of 20 points within section XXXVIII (Resource Conservation: Water of the Build Green Checklist); OR
- Achieve a combined 10 points within the Sustainable Sites: 2. Landscaping and the Water Efficiency sections of LEED for Homes Checklist.

Points achieved in these resource conservation categories will count towards the overall score.

12. **Planning Review Fees.** Each of Boyer Plumb and UPK, as to its development portion of the annexed Property shall be responsible for all standard and customary, and generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Land Management Code.

13. **Impact and Building Fees.** All property owners within the annexed property shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact, park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Property at the time of application for any building permits. In the event that additional inspections of roads and structures are required, based on the Geotechnical report prepared by GHS Geotechnical Consultants, Inc. dated June 9, 2006 and supplemental report dated March, 2008, these additional fees shall be borne by the Petitioner.

14. **Acceptance of Public Improvements.** Subject to fulfillment of all the conditions of the Subdivision Ordinance and, further, Park City's final approval of the construction of any such public improvements, those roads, streets, water facilities, utilities, and easements as may be agreed by Parties in connection with the Final MPD and Subdivision Plat review and approval process (the "Public Improvements"), shall be

conveyed and dedicated to the City, for public purposes,. Following any such dedication, Park City shall be responsible for the maintenance, repair and replacement of any and all such Public Improvements.

15. **Snow Removal and Storage.** Other than as may be necessary or appropriate for the Trails, Park City shall not be obligated to remove snow from roads, streets or similar improvements within the Property, until acceptance of the dedication thereof to the City pursuant to the City's Subdivision Ordinance. Park City shall not be obligated to remove snow from private roads, streets, or other similar private improvements to be further identified on the final subdivision plat.

16. **Fiscal Impact Analysis.** The Fiscal Impact Analysis, prepared for the Petitioner by Lodestar West, Inc. and dated June 6, 2007, was reviewed by the Park City Heights Annexation Task Force and forwarded to the Planning Commission for further review. The Fiscal Impact Analysis concludes that the Annexation will result in an overall positive impact on the City. The analysis includes revenue and cost assumptions related to the Annexation and development of the Property, concludes that there will be a net fiscal gain to the School District for the market rate units and a net fiscal loss to the School District for the affordable housing portion of the development, however, if aggregate property taxes to the District generated from local sources are not adequate to cover the expenditures required for the budget, then additional State funds would be redistributed per the State Code, to compensate for the shortfall. The fiscal Impact Analysis is hereby accepted and approved by the City as part of this Agreement.

17. **Traffic Mitigation** A comprehensive traffic review and analysis of the Property and surrounding properties, including existing and future traffic and circulation conditions was performed by Petitioner's traffic consultant, Hales Engineering, dated June 7, 2007 (Exhibit C). The mitigation measures (including traffic calming) outlined in the Hales Engineering, June 7, 2007, Park City Heights Traffic Impact Study, shall be implemented in a manner consistent with the Final MPD. The Parties anticipate that the Petitioner (or, as specified in connection with any such assignment, its assigns) shall bear all financial costs, except land acquisition costs, for the construction of a signalized intersection on State Road 248 and the connection of that intersection with a roadway to the Property, as shown in the Traffic Impact Study. Construction of this intersection and its connection with Richardson Flat Road shall meet all applicable Utah Department of Transportation and Park City Municipal Corporation standards and, at a minimum, shall include the improvements detailed in a-d below:

- a. A southbound left turn lane, deceleration lane and taper shall be constructed on SR-248 to accommodate more than 10 vehicles per hour making left-hand turning movements.
- b. A northbound right turn pocket, deceleration lane and taper shall be constructed on SR-248 to accommodate more than 10 vehicles per hour making right-hand turning movements.
- c. A westbound to northbound right turn acceleration lane and taper shall be constructed on SR-248 to accommodate more than 50 vehicles per hour. When the intersection is signalized, this improvement would not be necessary.

- d. The Old Dump Road (Richardson Flat Road) shall be built to Park City Municipal Corp. standards at a minimum width of 39 feet back-of-gutter to back of gutter within a 66 foot right-of-way. This width is not inclusive of turn pockets or the improvements described in 1-3 below) to the easternmost Park City Heights intersection at the expense of the Petitioner. Turn pockets shall be constructed on Richardson Flat Road at each of the Property's intersections with the Richardson Flat Road. These turn pockets will be constructed per standards set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and/or by the American Association of Highway Transportation Officials (AASHTO). The Richardson Flat Road at its intersection with SR-248 will be of sufficient paved width to accommodate (at the stop bar):
 1. 18" wide eastbound lane tapered per standards set forth in the MUTCD and/or by the AASHTO.
 2. 12' wide westbound left-hand/thru traffic lane (with adjoining right turn lane) for a minimum of 150', then tapered per standards set forth in the MUTCD and/or by the AASHTO.
 3. (2) 5' wide bike lanes.
- e. The cost sharing methodology (between Petitioner and any assigns) for the above projects shall be agreed to by the Petitioner and assigns prior to Final MPD approval. The cost sharing formula and timing for construction of the above improvements shall be detailed in the Final MPD document.

In addition to the improvements to the Old Dump Road and its intersection with SR-248, the Petitioner (or, as specified in connection with any such assignment, its assigns) shall bear its proportionate share of financial costs of traffic mitigation improvements to be made to SR-248 (between US-40 and SR-224). These traffic mitigation improvements shall be identified in the SR-248 Corridor Study being prepared by the Utah Department of Transportation and Park City Municipal Corporation (target study completion October 2008). The proportionate share of the costs for these capacity enhancements shall be determined by the City Engineer using the Institute of Transportation Engineers (ITE) Trip Generation Manual peak hour trips (winter weekday evening) for the Park City Heights MPD as a percentage of total peak hour trips on SR-248 (winter weekday evening).

SR-248 traffic mitigation projects, the timing for construction, the cost-sharing proportion, and the timing of payment of proportionate share by Petitioner and assigns shall be detailed in the Final MPD document.

18. **Effective Date.** This Agreement is effective upon recordation of the annexation plat and the filing and recordation of the annexation ordinance.

19. **Governing Law; Jurisdiction and Venue.** The laws of the State of Utah shall govern this Agreement. Jurisdiction and venue are proper in Summit County.

20. **Real Covenant, Equitable Servitude.** This Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch

and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property. This Agreement, a certified copy of the ordinance approving the Annexation, and the Annexation Plat shall be recorded in the County Recorder's Office of Summit County, Utah.

21. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Petitioner or its successors or assigns; provided that, notwithstanding the foregoing, the City hereby consents to the assignment of the rights and responsibilities, and the benefits, of this Agreement, in whole or in part, to Boyer Plumb or UPK, as the case may be, upon written notice to the City; and provided that, in connection with and to the extent of any such assignment, Petitioner shall not have any further rights or responsibilities under this Agreement as and to the extent accruing from and after the date of any such assignment.

22. **Compliance with City Code.** Notwithstanding Paragraph 17 of this Agreement, from the time the Park City Council (the "City Council") formally approves this Agreement and upon completion of the Annexation by recordation of the annexation plat, the Property shall be subject to compliance with any and all City Codes and Regulations pertaining to the Property.

23. **Full Agreement.** This Agreement, together with the recitals and exhibits attached to this Agreement (which are incorporated in and made a part of this Agreement by this reference), and the written agreements expressly referenced herein, contain the full and complete agreement of the Parties regarding the Annexation of the Property into the City and there are no other agreements in regard to the Annexation of the Property. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Agreement.

24. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement among the Parties. Except as otherwise specified herein, this Agreement, the rights and benefits under this Agreement, and the terms or conditions hereof, shall not inure to the benefit of any third party.

25. **Vested Rights.** Subject to the provisions of this Agreement, Petitioner (or its assigns) shall have the right to develop and construct the proposed Project in accordance with the uses, densities, intensities, and configuration of development approved in the Final MPD when approved, subject to and in compliance with other applicable ordinances and regulations of Park City.

26. **Nature of Obligations of Petitioners.** Each of Boyer Plumb and UPK are liable for performance of the obligations imposed under this Agreement only with respect to the portion of property which it owns and shall not have any liability with respect to the portion of the property owned by the other Party. Boyer Plumb and UPK agree to cooperate with each other to coordinate performance of all of their respective obligations under this Agreement.

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

By: _____
Dana Williams, Mayor

Dated this _____ day of _____, 2008.

ATTEST:

Janet Scott, City Recorder

Dated this _____ day of _____, 2008.

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Dated this _____ day of _____, 2008.

Boyer Plumb Park City L.C.,
A Utah liability company

By: _____, its _____

Dated this _____ day of _____, 2008

Talisker

By: _____, its _____

Exhibits-

- A. Annexation Plat (attached to Ordinance)
- B. Legal Description (attached to Ordinance)
- C. Park City Heights Traffic Impact Study (not attached – previously distributed)
- D. Water Agreement (attached)

***DRAFT* WATER AGREEMENT**

This WATER AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the "City"); Boyer Plumb Park City Heights LLC (Boyer Plumb); and Talisker Corporation, a, (Talisker), (individually, a "Party" and, collectively, the "Parties").

RECITALS

A. Boyer Plumb and Talisker are the owners of certain real property located in Summit County, State of Utah, as more particularly described and shown in attached Exhibit "A" (the "the Property"); and

B. Boyer Plumb and Talisker intend to subdivide the Property and improve it for residential development (the "Project"); and

C. The Parties have concurrently herewith entered into an Annexation Agreement, dated September ____, 2008, (the "Annexation Agreement"), under which the City agrees to annex the Property into the corporate limits of the City and extend municipal services to the Property and the Project; and

D. Under the Annexation Agreement, the Parties agree to enter into this separate Water Agreement for the purpose of implementing Sections ____ of the Annexation Agreement relating to, among other matters, the design and construction of and payment for the "Water Delivery System," as defined in this Water Agreement;

NOW, WHEREFORE, in consideration of the terms and conditions of this Agreement, as well as the mutual benefits to be derived herefrom, the Parties agree as follows:

AGREEMENT

1. Water Delivery System and Project Peak Daily Demand. The Parties agree to cooperate in the construction of a Water Delivery System, as defined in this Water Agreement, which will meet the water demand of the Project while also providing additional capacity to the City for the delivery of water to customers outside of the Property. The City shall and subject to the terms of the Water Agreement and the Annexation Agreement hereby agrees to provide culinary water and irrigation water sufficient to meet the projected peak daily water demand for the use and development of the Project. The Parties understand, acknowledge and agree that the peak daily water demand for the Project shall not exceed 350 gallons per minute. Attached hereto and incorporated herein as "Exhibit B" is a "Project Density Calculation by Developer" which sets out the maximum allowable residential density for Market Units and Affordable Unit Equivalents ("AUEs"). The Parties understand and agree that Exhibit B

accurately depicts the maximum density that City may approve on the Property. Except as otherwise specified in this Water Agreement or the Annexation Agreement, the City shall have no further obligation to provide any water, water rights, source capacity and/or infrastructure to the Project or the Property.

2. Phasing.

- a. Phase I. Boyer Plumb and Talisker agree to develop the Project in two phases. Boyer Plumb and Talisker agree that Phase I of the Project shall be limited to a maximum of one-hundred eighty-thousand (180,000) square feet of residential development and that Phase I shall not exceed the lesser of ninety (90) Unit Equivalents, or ninety-thousand (90,000) gallons per day of demand. Boyer Plumb and Talisker further agree that City will not issue a temporary or permanent certificate of occupancy to development within Phase I prior to October 15, 2009.
- b. Phase II. The Parties understand and agree that City is in the process of designing and constructing a water treatment plant. Boyer Plumb and Talisker understand and agree that City is unable to meet the water demand created by Phase II of the Project without the water treatment plant being operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm). Boyer Plumb and Talisker further understand and agree that City anticipates the water treatment plant will be operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm) on or before November 30, 2010. Accordingly, Boyer Plumb and Talisker understand and agree that City will not issue a temporary or permanent certificate of occupancy to any development within Phase II of the Project prior to either (1) the date on which the water treatment plant is operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm); or (2) November 30, 2010, whichever shall first occur.

3. Water Delivery System Infrastructure.

- a. Culinary Water Tank. Boyer Plumb shall design and construct a one-million (1,000,000) gallon Culinary Water Tank, together with all required pumps, valves, and other appurtenances, within the PCH Property subject to City's approval.
- b. Raw Water Reservoir. City shall design and construct a two and one-half million (2,500,000) gallon Raw Water Reservoir within the PCH Property.
- c. Culinary Water Distribution Line. Boyer Plumb shall design and construct a Culinary Water Distribution Line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying culinary water from

the Culinary Water Tank to the Project and for the additional purpose of increasing City's water delivery capacity. The design and construction of the water transmission line shall be subject to City's approval.

- d. Culinary Water Transmission Line. Boyer Plumb shall design and construct a culinary water transmission line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying treated water from the Culinary Water Tank to City's proposed water treatment plant and for the additional purpose of increasing City's water delivery capacity. The design and construction of the culinary water transmission line shall be subject to City's approval.
 - e. Raw Water Transmission Line. City shall design and construct a raw water transmission line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying untreated water from the Raw Water Reservoir to City's proposed water treatment plant.
 - f. Snow Park – Oaks Water Transmission Line. Boyer Plumb shall design and construct of the Snow Park – Oaks Water Transmission Line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying water from the Snow Park pressure zone to the Water Delivery System. The design and construction of the water transmission line shall be subject to City's approval.
4. Cost of Water Delivery System. The Parties agree that, pursuant to the terms of the Annexation Agreement and this Water Agreement:
- a. Culinary Water Tank. Boyer Plumb shall pay all costs associated with the design and construction of the Culinary Water Tank and all related pumps, valves, and other appurtenances. City subsequently shall pay Boyer Plumb fifty-seven percent (57%) of those construction costs within thirty (30) days of City accepting by ordinance the Culinary Water Tank.
 - b. Raw Water Reservoir. City shall pay all costs associated with the design and construction of the Raw Water Reservoir and all related pumps, valves, and other appurtenances.
 - c. Culinary Water Distribution Line. Boyer Plumb shall pay all costs associated with the design and construction of the Culinary Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Culinary Water Transmission Line, the Parties shall determine the incremental costs incurred by Boyer Plumb over and above the cost of having designed and constructed the required Project size determined during design (minimum of eight (8) inch) culinary transmission line. The incremental cost increase of the actual Culinary Water Distribution Line, which the Parties understand and agree

may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of the Culinary Water Distribution Line. City shall pay Boyer Plumb its ratable share of the costs of the Culinary Water Distribution Line within thirty (30) days of City accepting the Culinary Water Distribution Line by ordinance.

- d. Culinary Water Transmission Line. Boyer Plumb shall pay all costs associated with the design and construction of the Culinary Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Culinary Water Transmission Line, the Parties shall determine the incremental costs incurred by Boyer Plumb over and above the cost of having designed and constructed the required Project size determined during design (minimum of eight (8) inch) culinary water transmission line. The incremental cost of the actual Culinary Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of the Culinary Water Transmission Line. City shall pay Boyer Plumb its ratable share of the costs of the Culinary Water Transmission Line within thirty (30) days of City accepting the Culinary Water Transmission Line by ordinance.
- e. Raw Water Transmission Line. City shall pay all costs associated with the design and construction of the Raw Water Transmission Line and all related pumps, valves, and other appurtenances.
- f. Snow Park – Oaks Water Transmission Line. Boyer Plumb shall pay all costs associated with the design and construction of the Snow Park – Oaks Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Snow Park - Oaks Water Transmission Line, the Parties shall determine the incremental costs incurred by Boyer Plumb over and above the cost of having designed and constructed the required Project size determined during design (minimum of eight (8) inch) transmission line. The incremental cost increase of the actual Snow Park –Oaks Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of that line. City shall pay Boyer Plumb its ratable share of the costs of the Snow Park – Oaks Water Transmission Line within thirty (30) days of City accepting the Snow Park – Oaks Water Transmission Line by ordinance.

5. Limitation on Use of Irrigation Water.

- a. Boyer Plumb and Talisker agree that no water shall be used for irrigation within the Project until City's proposed water treatment plant is operational

and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm).

- b. Subject to the terms and conditions of the Annexation Agreement and this Water Agreement, City agrees to issue Temporary Certificates of Occupancy for constructed units within Phase I of the Project prior to completion of City's proposed water treatment plant.
6. Specifications of Water Delivery System. Subject to the terms and conditions of the Annexation Agreement and this Water Agreement, unless otherwise agreed in writing, Boyer Plumb shall submit all required plans and specifications to City for approval and, thereafter, shall construct and install such approved Water Delivery System within the Project subject to the terms of this Water Agreement.
7. Conveyance of Easements. Boyer Plumb and Talisker shall convey such easements to City as needed for the location of culinary and raw water transmission lines as defined in the Annexation Agreement and as further depicted in the legal description and drawing attached to this Water Agreement as Exhibit ?. Boyer Plumb and Talisker agree that all easements conveyed for these purposes shall exclude all other uses and/or parties unless otherwise agreed to by City.
8. Conveyance of Property. Boyer Plumb and Talisker shall convey property in fee to City as needed for the location of the Culinary Water Tank, Raw Water Reservoir, and city's proposed water treatment plant as defined in the Annexation Agreement and as further depicted in the legal description and drawing attached to this Water Agreement as Exhibit ?. Boyer Plumb and Talisker agree that all property conveyed for these purposes shall be free from liens and other encumbrances.
9. Annexation Agreement; Integration. Except as specified in this Agreement or as may be otherwise agreed in writing by the Parties, all terms and conditions of the Annexation Agreement remain in full force and effect.
10. Miscellaneous. The Parties further agree as follows:
 - a. Binding Terms; Entire Agreement. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors, transferees and assigns of the Parties. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties hereto with respect to the subject matter hereof, incorporates all prior agreements, and may only be modified by a subsequent writing duly executed by the Parties.
 - b. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any part of the PCH Property to

the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein.

- c. **Waivers.** No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Either Party may waive any provision of this Agreement intended for its benefit; provided, however, that any such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement.
- d. **Interpretation; Recitals.** This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party. The recitals stated above and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.
- e. **Governing Law; Captions.** This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Utah. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- f. **Applicability.** If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
- g. **Authority; Further Assurances.** Each Party hereto represents and warrants that it has the requisite corporate power and authority to enter into and perform this Agreement and that, to their respective, current, actual knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject. Each Party to this Agreement shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by the other Party in order to fully carry out the transactions contemplated by this Agreement.

- h. No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall create an enforceable right, claim or cause of action by any third person, entity or party against any Party to this Agreement.
- i. Counterparts; No Recording. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be recorded in the official real estate records of Summit County, Utah, or elsewhere, without the express, written consent of the Parties.
- j. Force Majeure. If any Party is delayed or prevented from performance of any act required hereunder by reason of a "force majeure" event, and such Party is otherwise without fault, then performance of such act shall be excused for the period of the delay. For purposes of this Agreement, "force majeure" shall mean any delay caused by acts of nature or the elements, acts of terrorism, weather, avalanche, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, malicious mischief, vandalism, including without limitation, except with respect to the City, governmental or regulatory action or inaction, beyond the control of the Party claiming "force majeure" or any other person or entity delayed.
- k. Notices. Unless otherwise designated in writing, all notices, demands and other communications under this Agreement shall be in writing and mailed by first class registered or certified mail, postage prepaid, sent by receipted hand delivery, sent by nationally-recognized, overnight courier, sent by confirmed facsimile and, in any case, shall be addressed as set forth in the Annexation Agreement for each such Party (or their legal counsel).
- l. Relationship of Parties; Limitation of Liability. Nothing herein contained shall be deemed or construed as creating a relationship of principal and agent, partnership or joint venture between the parties, it being agreed that neither any provision contained herein, nor any acts of the Parties hereto shall be deemed to create any relationship between the Parties except as otherwise specified in this Agreement.
- m. Remedies Cumulative; No Waiver; Injunctive Relief. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either Party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. Further, the Parties agree and acknowledge that a nondefaulting Party may not have an adequate remedy at law by reason of

any breach of default of the terms or conditions of this Agreement and, as such, the nondefaulting Party shall be entitled to injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement by the other Party, in addition to and without waiver of any other remedies available at law or in equity.

DATED as of the ____ day of _____, 2008.

[signatures on following page]

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

By: _____
Dana Williams, Mayor

Dated this _____ day of _____, 2008.

ATTEST:

Janet Scott, City Recorder

Dated this _____ day of _____, 2008.

APPROVED AS TO FORM:

Thomas A. Daley, Sr., Deputy City Attorney

Dated this _____ day of _____, 2008.

Boyer Plumb, a Utah LLC

By: _____
Print Name: _____
Its: _____

Dated this _____ day of _____, 2008.

United Park City Mines Company,
a Delaware Corporation

By: _____
Print Name: _____
Its: _____

Dated this _____ day of _____, 2008.

Exhibit “A”

(Legal Description of PCH Property)

Exhibit "B"

PROJECT DENSITY CALCULATION BY DEVELOPER

Park City Heights Density Calculation

Allowable Development

Assumptions:

1 Unit Equivalent (UE) = 2,000 sq/ft

1 Affordable Unit Equivalent (AUE) = 800 sq/ft

<u>Owner</u>	<u>Units</u>	<u>UEs</u>	<u>AUEs</u>
Market Units*	148	**	
Plumb/Boyer Affordable***		11.84	29.60
IHC Affordable		17.91	44.78
Talisker (Montage)		8.00	20.00
Talisker (non-Montage)		25.67	64.175

* Base residential density equals 148 market units. Additional units may be authorized pursuant to the MPD review process, up to the maximum bonus density allowed by Section 15-2.23-4 of the LMC.

** For Single Family Units, one Unit Equivalent (UE) equals one single family lot. The Planning Commission may limit building size during the MPD process. For Multiple Family Units, one UE equals 2,000 square feet.

*** Plumb/Boyer's affordable housing requirement will depend upon the number of market units approved during the MPD process.

Exhibit "C"

(Location of Culinary Water Tank)

Exhibit "D"

(Location and Description of Raw Water Reservoir)

Exhibit "E"

(Location and Description of Transmission Lines)

City Council Staff Report



Subject: 158, 162, and 166 Ridge Avenue
Author: Brooks T. Robinson
Date: September 18, 2008
Type of Item: Quasi Judicial – Appeal of Planning
Commission denial of Steep Slope Conditional Use Permits

Summary Recommendations

Staff recommends that the City Council review the record and the requested information and hear the appeal of the Planning Commission's denial of the proposed steep slope Conditional Use Permits. Staff has provided findings of fact and conclusions of law to support the denial of the application; however, if the Council wishes to grant the appeal, staff has provided two suggested conditions of approval and can return with additional findings if so directed.

For the purpose of paper conservation and brevity, the appeal of each of the three properties has been consolidated into one report. However, Council must take a separate action on each of the properties.

On August 21, the Council requested two items of information:

- The concept cross-sections from the plat amendment, and
- A survey of the neighborhood of other buildings and the number of stories in each.

The applicant has prepared a presentation incorporating the requested information.

Topic

Applicant: Silver King Resources, LLC
Location: 158, 162, 166 Ridge Avenue, Lots 1-3 King Ridge Estates
Subdivision
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential
Reason for Review: Appeal of Planning Commission actions are heard by the
City Council pursuant to Section 15-1-18 (C)

Background

On August 21st, the City Council heard an appeal of the Planning Commission's denial of three Steep Slope Conditional Use Permits (please refer to Staff Report for Aug 21st Council meeting for substantial background information). At that time, the Council continued the items and requested additional information. The Council, in reviewing neighborhood compatibility, requested that the appellant provide analysis on the number of stories of houses in the area. In addition, the Council requested copies of the

concept cross sections that were presented during the plat amendment. The appellant has prepared a presentation incorporating both requests (attached as Exhibit B).

Several of the Council members commented on the Land Management Code definitions that are being referenced. The plat amendment intentionally conditioned the maximum house size based on Gross Floor Area. Gross Floor Area is defined as:

15-15-1.94. Floor Area.

(A) Floor Area, Gross. The Area of a Building, including all enclosed Areas designed for human occupation. Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Floor Area. Garages, up to a maximum Area of 600 square feet, 400 sq. ft. in Historic District, are not considered Floor Area. **Basement Areas below Final Grade are not considered Floor Area** (emphasis added).

During the plat amendment process, the City Council directed staff and the applicant to research the surrounding HRL zoning district. The analysis presented then found that the lot sizes are consistent with lot sizes in the neighboring HRL zone. The average lot size in the HRL zone in the area is 5,677 square feet. The average footprint in the HRL zone around the property is 1,917 square feet with an average house size, excluding basements and garages, 2,748 square feet or 143% of the footprint. The Code maximum footprints for the proposed lots are 2,118 square feet, 2,117 square feet and 2,404 square feet. The Council found that the lot 3 footprint at 2,404 square feet is not compatible with neighboring HRL zone properties because the footprint is 25% larger than the average for the area. Therefore, the Council required a plat note that restricted Lot 3 to a footprint of 2,120 square feet. Lots 1 and 2 footprints are to be noted as 2,117 and 2,118 square feet. In addition, the Council limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.

The Council also placed several other restrictions on the lots, each of which were agreed to by the applicant. A plat note was added requiring 30 feet non-disturbance zone in the rear (east) of the three lots. In addition, the east side of any future houses must substantially conform to the exhibit shown to the City that placed the houses 37, 55, and 58 feet from the eastern property line. Also, the garage element must be at the front setback, cannot exceed the minimum depth as allowed by Code, and cannot exceed eighteen feet (18') in height above the garage floor with an appropriate pitched roof (8:12 or greater). A height exception for the garage only may be granted if it meets the preceding criteria. No other portion of the house is eligible for a height exception.

Staff found that the proposed houses met the restrictions placed on the plat with two exceptions. These two items were also discussed by the Planning Commission. The first was the depth of the garage on lot 2 which was shown as 23 feet on the exterior, 22 feet on the interior. The Historic District Design Review plans show this dimension being corrected to the 20 foot minimum depth on the interior, 21 feet on the exterior. The

second issue was the substantial conformance with the exhibit showing the east side of the buildings at 37, 55, and 58 feet from the eastern property line. Lot 3 was shown at 53+ feet and the Planning Commission found that that was not substantial conformance. The applicant is willing to reduce the lot 3 building to comply with the specific 58 foot setback.

At the August 21 Council meeting, the City Attorney suggested that the cross section exhibit from the plat amendment discussion be compared with the actual plans. The cross section of Lot 2 is attached as Exhibit A. The cross section shows three stories with the lowest story approximately eight feet in the air at its furthest extent. This is roughly equivalent to another story (a basement) to tie the building to the ground. The last graphic in the PowerPoint presentation prepared by the appellant shows the comparison.

In evaluating neighborhood compatibility, staff and the Planning Commission review the Steep Slope CUP criteria and the definition of compatibility. The LMC defines compatibility as:

15-15-1.52. Compatible or Compatibility. Characteristics of different Uses or designs that integrate with and relate to one another to maintain and/or enhance the context of a surrounding Area or neighborhood. Elements affecting Compatibility include, but are not limited to, Height, scale, mass and bulk of Buildings, pedestrian and vehicular circulation, parking, landscaping and architecture, topography, environmentally sensitive Areas, and Building patterns.

Scale, mass and bulk are the crux of the issue. The third issue of non-compliance found by the Planning Commission was mostly related to the four story façade and basement retaining walls, and their relation to visual impacts from below and to the east. The plat restrictions limit the height, footprint, above ground floor area and setbacks. It is the visible portion of the building that is important in evaluating scale, mass and bulk. Staff differed from the Planning Commission by finding that the lowest level buried below final grade, while perceived from the east with the basement wall as the only portion that is exposed, does not add to the scale, mass and bulk of the buildings. The questions to ask are: Does Council find that the basement wall integrates with the neighborhood and maintains the context of the surrounding area, or is it incompatible? Otherwise, do the buildings step back in relation to the grade? Is there sufficient articulation in the horizontal and vertical forms in the buildings? Are the buildings broken into smaller components that are in scale with the Historic District? Specifically, does the Council agree with Findings No. 7-14?

Alternatives

- The City Council may deny the appeal and uphold the Planning Commission decision in whole or in part; or
- The City Council may grant the appeal and overturn the Planning Commission decision in whole or in part; or
- The City Council may remand the matter back to the Planning Commission with specific direction to evaluate additional information; or

- The City Council may continue the item, requesting additional information for review.

Recommendation

Staff has included the previous findings of fact and conclusions of law from the denial of the Steep Slope CUPs from the Planning Commission. If the direction of the Council is to grant the appeal in part, staff suggests the two following conditions of approval relative to two of the Planning Commission's concerns. Staff would also recommend that a full set of findings be returned to the Council for ratification.

Conditions of Approval

1. The garage depth on Lot 2 is corrected to measure 20 feet interior depth, 21 feet exterior depth.
2. Lot 3 must have a eastern setback of 58 feet from the eastern property line to be in strict compliance with the condition of approval for the plat amendment.

158 Ridge Ave

Findings of Fact:

1. The property is located at 158 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The Planning Commission found that visual and environmental impact of the home is not mitigated in compliance with Criteria 1: Location of Development. The house is not compatible with the Historic District in size and scale. The scale of the building is of a four story building when viewed from the east. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house.
8. The Planning Commission found that visual impact of the home is not mitigated in compliance with Criteria 2: Visual Analysis. The visual impact from the east is of a four story building.
9. The Planning Commission found that the impacts of the retaining structures are not mitigated in compliance with Criteria 4: Terrace. The retaining structures on the side of the home are not to retain existing grade, but are a manipulation of grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area.
10. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 5: Building Location. The natural topography of the site is

very steep on the western third and flatter in the middle. The building does not correspond to this topography and manipulates grade for a bigger house.

11. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 6: Building Form and Scale. The scale of the building is not is keeping with the Historic District. Four stories are achieved only with a manipulation of exterior grade with extraneous retaining walls.
12. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 7: Setbacks. Although there is an increased setback on the east based on the subdivision plat approval, no further reductions in side or rear setbacks was designed. The scale of the building is such that increased setbacks would help mitigate the impacts.
13. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 8: Dwelling Volume. The visual mass when viewed from the east is of a four story building which is not in keeping with the character of the historic district.
14. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 10: Height Exceptions. More specifically, the design and articulation of the building mass does not mitigate the visual impacts and differences in scale between the proposed building and nearby residential structures.
15. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
16. The minimum rear yard setback is 15 feet. The applicant proposes 53.8 feet. The plat approval required substantial compliance to conceptual plans showing a 58 foot rear setback. The Planning Commission found non-compliance with this plat requirement.
17. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and ten feet on the north side.
18. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
19. The applicant is proposing two on-site parking spaces within a minimum sized garage.
20. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
21. The proposed above final grade Floor Area is 3,030 square feet.
22. The proposed total Floor Area, including basement, is 5,148 square feet.
23. The maximum footprint for this lot based on the plat approval is 2,120 square feet.
24. The proposed footprint is 2,120 square feet.
25. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor. The interior dimensions for the two garages are 12 feet wide by 20 feet deep. The roof element is 18 feet above the garage floor and has an 8:12 pitch.

Conclusions of Law:

1. The CUP is not consistent with the Park City Land Management Code, specifically section 15-2.1-6(B)
2. The proposed use will not be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have not been mitigated through careful planning.
4. The Planning Commission did not err its application of the Land Management Code.

Order

1. The Planning Commission decision to deny the Steep Slope CUP for 158 Ridge Avenue is upheld and the appeal for the 158 Ridge Avenue Steep Slope Conditional Use Permit is denied.

162 Ridge Ave

Findings of Fact:

1. The property is located at 162 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The Planning Commission found that visual and environmental impact of the home is not mitigated in compliance with Criteria 1: Location of Development. The house is not compatible with the Historic District in size and scale. The scale of the building is of a four story building when viewed from the east. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house.
8. The Planning Commission found that visual impact of the home is not mitigated in compliance with Criteria 2: Visual Analysis. The visual impact from the east is of a four story building.
9. The Planning Commission found that the impacts of the retaining structures are not mitigated in compliance with Criteria 4: Terrace. The retaining structures on the side of the home are not to retain existing grade, but are a manipulation of grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area.
10. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 5: Building Location. The natural topography of the site is very steep on the western third and flatter in the middle. The building does not correspond to this topography and manipulates grade for a bigger house.

11. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 6: Building Form and Scale. The scale of the building is not is keeping with the Historic District. Four stories are achieved only with a manipulation of exterior grade with extraneous retaining walls.
12. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 7: Setbacks. Although there is an increased setback on the east based on the subdivision plat approval, no further reductions in side or rear setbacks was designed. The scale of the building is such that increased setbacks would help mitigate the impacts.
13. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 8: Dwelling Volume. The visual mass when viewed from the east is of a four story building which is not in keeping with the character of the historic district.
14. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 10: Height Exceptions. More specifically, the design and articulation of the building mass does not mitigate the visual impacts and differences in scale between the proposed building and nearby residential structures.
15. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
16. The minimum rear yard setback is 15 feet. The applicant proposes 53 feet. The plat approval required substantial compliance to conceptual plans showing a 53 foot rear setback.
17. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and 5 feet on the north side.
18. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
19. The applicant is proposing two on-site parking spaces within a minimum sized garage.
20. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
21. The proposed above final grade Floor Area is 3,030 square feet.
22. The maximum footprint for this lot based on the plat approval is 2,120 square feet.
23. The proposed footprint is 2,120 square feet.
24. The proposed total Floor Area, including basement, is 5,148 square feet.
25. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor. The interior dimensions for the garage is the Code minimum 20 feet wide by 20 feet deep. The roof element is 18 feet above the garage floor and has an 8:12 pitch.

Conclusions of Law:

1. The CUP is not consistent with the Park City Land Management Code, specifically

2. The proposed use will not be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have not been mitigated through careful planning.
4. The Planning Commission did not err its application of the Land Management Code.

Order

1. The Planning Commission decision to deny the Steep Slope Cup for 162 Ridge Avenue is upheld and the appeal for the 162 Ridge Avenue Steep Slope Conditional Use Permit is denied.

166 Ridge Ave

Findings of Fact:

1. The property is located at 166 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The Planning Commission found that visual and environmental impact of the home is not mitigated in compliance with Criteria 1: Location of Development. The house is not compatible with the Historic District in size and scale. The scale of the building is of a four story building when viewed from the east. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house.
8. The Planning Commission found that visual impact of the home is not mitigated in compliance with Criteria 2: Visual Analysis. The visual impact from the east is of a four story building.
9. The Planning Commission found that the impacts of the retaining structures are not mitigated in compliance with Criteria 4: Terrace. The retaining structures on the side of the home are not to retain existing grade, but are a manipulation of grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area.
10. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 5: Building Location. The natural topography of the site is very steep on the western third and flatter in the middle. The building does not correspond to this topography and manipulates grade for a bigger house.
11. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 6: Building Form and Scale. The scale of the building is not keeping with the Historic District. Four stories are achieved only with a manipulation of exterior grade with extraneous retaining walls.

12. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 7: Setbacks. Although there is an increased setback on the east based on the subdivision plat approval, no further reductions in side or rear setbacks was designed. The scale of the building is such that increased setbacks would help mitigate the impacts.
13. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 8: Dwelling Volume. The visual mass when viewed from the east is of a four story building which is not in keeping with the character of the historic district.
14. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 10: Height Exceptions. More specifically, the design and articulation of the building mass does not mitigate the visual impacts and differences in scale between the proposed building and nearby residential structures.
15. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
16. The minimum rear yard setback is 15 feet. The applicant proposes 37 feet. The plat approval required substantial compliance to conceptual plans showing a 37 foot rear setback.
17. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and 5 feet on the north side.
18. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
19. The applicant is proposing two on-site parking spaces within a minimum sized garage.
20. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
21. The proposed above final grade Floor Area is 3,016 square feet.
22. The maximum footprint for this lot based on the plat approval is 2,117 square feet.
23. The proposed footprint is 2,117 square feet.
24. The proposed total Floor Area, including basement, is 5,133 square feet.
25. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor. The interior dimensions for the two garages is the Code minimum 20 feet wide by 20 feet deep. The roof element is 18 feet above the garage floor and has an 8:12 pitch.

Conclusions of Law:

1. The CUP is not consistent with the Park City Land Management Code, specifically
2. The proposed use will not be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have not been mitigated through careful planning.
4. The Planning Commission did not err its application of the Land Management Code.

Order

1. The Planning Commission decision to deny the Steep Slope CUP for 166 Ridge Avenue is upheld and the appeal for the 166 Ridge Avenue Steep Slope Conditional Use Permit is denied.

Exhibits

- A – Cross section of concept plan from plat amendment
- B – Appellants presentation

RIDGE AVE

REDI
LL
3
RDRAIL

PROPERTY LINE

FINISH
GRADE

BLDG HEIGHT CEILING

GARAGE

FLOOR
EL 7276.0

FLOOR
EL 7252.0

FLOOR
EL 7266.0

FLOOR
EL 7256.0

EX GRADE

PROPERTY LINE

0+50

1+00

1+50

1+76

STATION

158, 162, 166 Ridge Ave Neighborhood Photos

City Council Appeal
September 18, 2008

Neighborhood Vantage Points



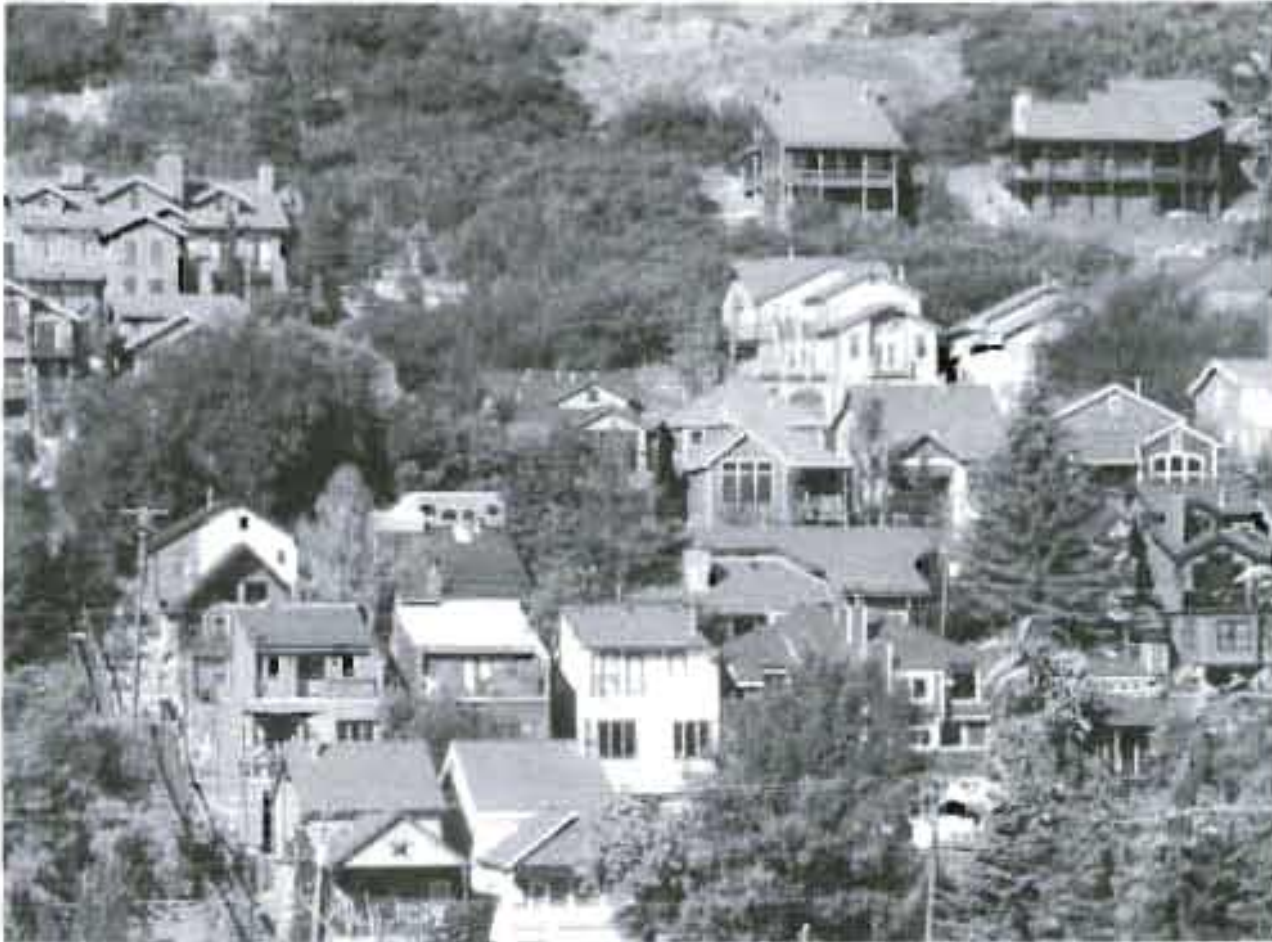
Ontario Ct



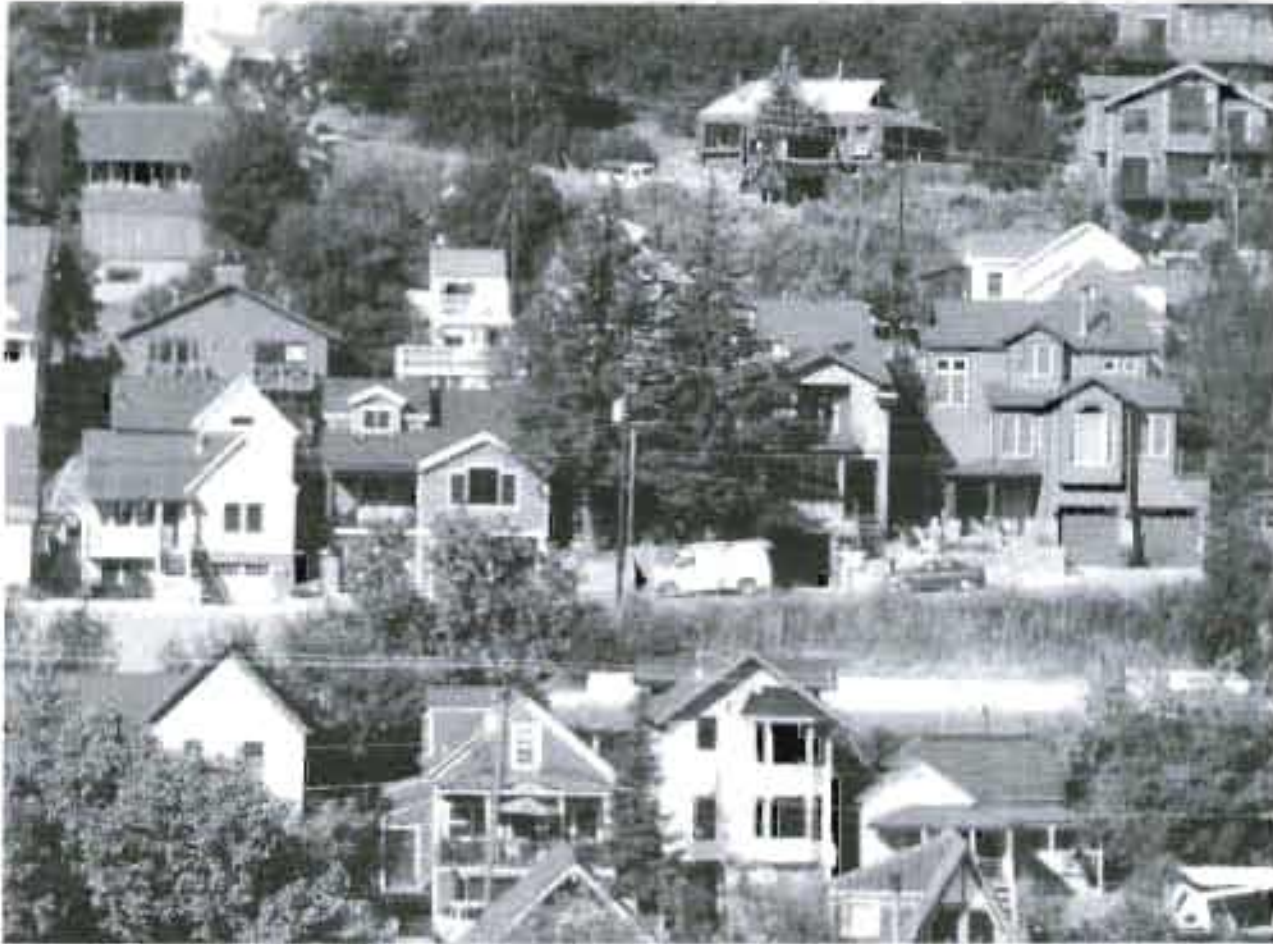
View from Ontario



View from Ontario



View from Ontario



View From 145 Woodside



King Rd/ Sampson Ave



King/ Ridge



Views from Ridge Ave



Daly Homes

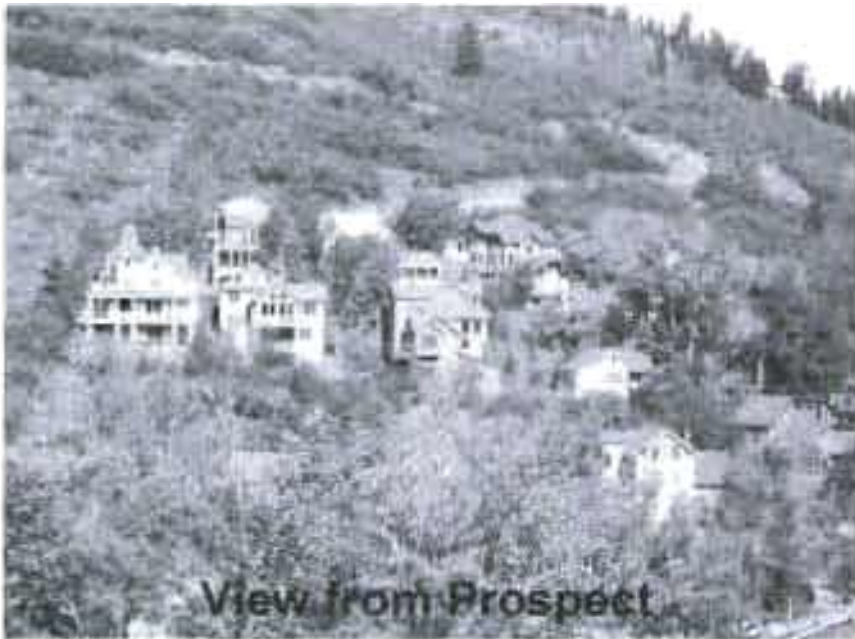




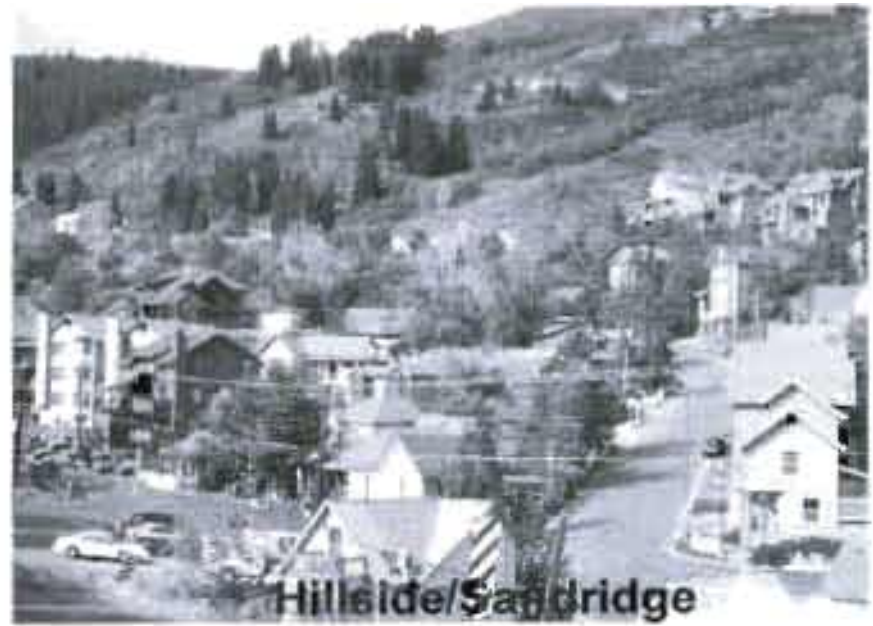
St. Mary



View from Prospect



View from Prospect



Hillside/Sandridge

Site Sections - Lot 2



**THANK YOU for your
time!**