PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 13, 1996

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, June 13, 1996.

AGENDA

Closed Session

2:00 p.m. Personnel evaluation of City Manager

Work Session

4:00 p.m. Council questions/comments
4:20 p.m. Sandstone annexation proposal
5:40 p.m. Review of regular meeting

Regular Meeting - To be held in work session room

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 23, 1996

V NEW BUSINESS

1. Approval of an agreement with Snyderville Basin Sewer Improvement District for reimbursement of an amount not to exceed $80,000 for gutter and pavement improvements on Empire Avenue

2. Amendment to agreement with the Park City Arts Council for the operation of an alternative film series and to assist in the purchase of film equipment

Posted: 6/10/96
Reposted: 6/11/96

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JUNE 13, 1996

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

Toby Ross, City Manager; Jodi Hoffman, City Attorney; Tom Bakaly, Finance Manager; Jerry Gibbs, Public Works Director; Nora Seltenrich, Special Projects Manager; Eric DeHaan, City Engineer; Melissa Call, Facilities Coordinator

Jerry Jackson and Don Sergeant, agents for Sandstone Cove

1. **Council questions and comments.** The work on the pocket park next to the Imperial was discussed. Hugh Daniels commented on the Main Street flowers and reported on the Silver Mine Tour Adventure reception with the Governor. Shauna Kerr congratulated organizers of the Gateway Tree Planting Project. Ms. Kerr attended a Main Street Merchants Association meeting where they discussed forming a committee to do their own enforcement of signage and outdoor displays. Their intent is to be a mediation group. She relayed that they would like to be more involved in enforcement in their business district, but feared the possibility that their actions are contrary to our ordinances. Hugh Daniels stated that the Governor stated that the Osguthorpe property was the most significant open space purchase in the state for the benefit of the citizens. Chuck Klingenstein suggested making a restaurant tax grant application for air conditioning in the Jim Santy Auditorium. In response to a question from Mr. Klingenstein, the City Manager explained that the old sewer site is used for storage for the Parks Department and Jerry Gibbs added that a fence will be installed to better secure the building. Mr. Klingenstein stated that he received a couple of calls in support of the decision to fund a lower Park Avenue traffic study and has received complaints about speeding. He asked about the possibility of using speed bumps. Toby Ross described the difference between speed bumps and speed humps. Speed bumps are designed for 5 mph speeds and are used very rarely. He explained the resulting speeds and the strategy of placing the humps. Mr. Ross noted that speed humps are not removable. Paul Sincock commented on the tree planting and added that there were people who traveled from Cedar City to plant trees and on the graduation night activities. He added that he also received calls on the traffic study of lower Park Avenue from people looking for a quick solution to the situation. Roger Harlan stated that he was delighted that the graduates invited Council to participate in the activities. He requested time on a work session to discuss recreation programs not currently offered like gymnastics and Toby Ross suggested that the Parks, Recreation and Beautification Advisory Board first address this for recommendations. Chuck Klingenstein thanked Jerry Gibbs for the graffiti clean-up and asked that there be a speed sign installed closer to the traffic light traveling south on Park Avenue.

2. **Sandstone Cove annexation.** Nora Seltenrich pointed out that her staff report addresses concerns raised by Council. She stated that an annexation petition has been received from Mountaintop Subdivision. There is also an updated fiscal analysis for Sandstone available for review. With regard to the prohibition of the storage of flammable materials, Jerry Jackson explained that it applies for example to contractors that may have a supply of solvents and typical

maintenance equipment and fuels would be allowed. Paul Sincock stated that in the long term he felt it appropriate to annex up to the ridge line of Quarry Mountain, and is not interested in the City expanding into the valley. He pointed out that he has a problem with the short-term timing given the inventory of vacant lots. Mr. Sincock felt that the development should occur within the City limits, but that the proposed annexation is premature. He referred to the proposed building permit phasing from 1996 to 2001 and felt that it should start with zero and "back-end load". He didn't feel that accessory apartments would work in that subdivision as affordable housing because they would be controlled by the home owner and too hard to police. Mr. Sincock preferred the developer purchasing an apartment for affordable housing units that could be deed restricted, rather than the donation of a lot or cash. He suggested eliminating one of the flag lots so that it is not so congested. The Mayor noted that the fee in lieu is 1.8 units, calculating to $143,000 and felt that the numbers are too low. Rather than just purchasing the duplex lot, the Mayor wanted to also see the construction of a duplex. He felt that the City should change its approach to affordable housing and eliminate the fee in lieu or make the fee large enough. The City Manager explained that the fee in lieu was designed to provide a sufficient financial impediment so that other alternatives would be sought. He pointed out that there have been circumstances where the funding assisted projects. An affordable housing resolution will be before Council in July. Chuck Klingenstein stated that some of the failure of the affordable housing program is not addressing middle class needs. He emphasized the timing issue and was thinking three years before anything is built in Sandstone, but believes this project belongs in the City.

Shauna Kerr stated that she felt that this annexation is somewhat premature in light of the status of the General Plan recommendations on the policy on annexation. She agreed that there needs to be actual affordable housing units as opposed to a fee. If the units are in the subdivision, Ms. Kerr felt that they should be deed restricted so that they don't become mother-in-law apartments. Hugh Daniels felt that the fire mitigation plan is probably the best they could devise and hopes that the home owners association is diligent. Timing and phasing is also an issue for him and he would prefer three years before anything is built. He would like to have actual affordable housing units on-site on a lot, and his second choice would be to have units somewhere in town. Mr. Daniels expressed that he is not in favor of accessory apartments or the in-lieu fee. He could live with the flag lots or the water tank since Council can control annexations. Mr. Harlan was not convinced that the affordable housing units should be on-site. With regard to timing and phasing, he suggested that the first year the infrastructure could be installed and at no time could there be more than three houses under construction; this would allow for land banking but keep construction impacts under control. Mr. Harlan felt that it is better for the public to know the bad news up-front. He clarified that he supports 15 lots, and Council supported the three home construction timing suggested by Mr. Harlan.

Jerry Jackson thanked Council for its time and indicated that he will take their comments under consideration.

3. Review of regular meeting.

SBSID agreement. Eric DeHaan explained that 1,770 feet of Empire Avenue has been torn up by a sewer project, and he is requesting this improvement because there was a failure before the contractor worked in the area and it is appropriate for the City to contribute funds for the repair of the area. Paul Sincock brought up planning of under-grounding utilities in Old Town and Eric DeHaan explained that the problem is guessing the correct location, coordinating the utilities and the expense would be in the millions.

Film equipment amendment - Arts Council. Melissa Call explained that the Arts Council is the result of a cooperative effort. The fee schedule will no longer be based on attendance which will alleviate the clerical work for the Arts Council and staff. The amendment will provide more opportunity for special screenings for teens. The Arts Council will no longer receive credit for other groups that rent the equipment. The 13 month termination notice term was explained by the City Manager to provide enough time to plan a replacement film series. In response to a question from Roger Harlan, Ms. Call indicated that there has been no negative feedback about the traffic and parking associated with this film series.

Prepared by Janet M. Scott

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 13, 1996

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, June 13, 1996. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; and Jodi Hoffman, City Attorney.

II PUBLIC INPUT

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

III COMMUNICATIONS FROM COUNCIL AND STAFF

Jan Scott relayed that Councilmember Kerr played the golf of her life the Tuesday night with a net score of four under par.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 23, 1996

Chuck Klingenstein, "I move approval of the minutes (as presented)". Shauna Kerr seconded. Motion carried unanimously.

V NEW BUSINESS

1. Approval of an agreement with Snyderville Basin Sewer Improvement District for reimbursement of an amount not to exceed $80,000 for gutter and pavement improvements on Empire Avenue - See staff report and work session notes. Shauna Kerr, "It is with great pleasure that I move approval of the agreement". Paul Sincock seconded. Motion carried unanimously.

2. Amendment to agreement with the Park City Arts Council for the operation of an alternative film series and to assist in the purchase of film equipment - See staff report and work session notes. Paul Sincock "I move approval of the amendment to agreement with the Park City Arts Council for the operation of an alternative film series and to assist in the purchase of film equipment. Hugh Daniels seconded. Motion unanimously carried.

VI ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2 p.m. Members in attendance were Mayor Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Toby Ross, City Manager was in attendance from 4 p.m. to 5 p.m. Shauna Kerr, "I move to close the meeting to discuss the City Manager's evaluation". Hugh Daniels seconded. Motion carried unanimously.

The meeting opened at approximately 5 p.m.

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

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, Deputy City Recorder

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Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, Deputy City Recorder

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: June 4, 1996
DEPARTMENT: Community Development Department
AUTHOR: Nora L. Seltenrich
TITLE: Sandstone Cove Annexation and Zoning Map Amendment
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Conduct a work session. Give direction to staff either to finalize the draft resolution, ordinance and Agreement to annex, renegotiate the conditions or terms of the MPD, or to prepare a resolution with findings and conclusions to deny the annexation petition.

DESCRIPTION:

A. Topic.

PROJECT STATISTICS:

Applicant:	Jack Johnson Company/Black Diamond Partners
Location:	East of Highway 224 and northwest of Ridgeview and Mountain Ridge Subdivisions
Zoning:	Not zoned in the City Zoned Critical/Sensitive Area in Summit County Proposed Zoning of ROS and Estate
Adjacent Land Uses:	Open space, single family residential
Date of Application:	July 8, 1994
Project Planner:	Nora Seltenrich

B. Background.

On April 25, 1996, the City Council held a work session on the proposed Annexation of Sandstone Cove and other properties. Please refer to your packet of that meeting for the staff memo outlining the background information and process to date. At the April meeting, the City Council raised a number of issues which the applicant agreed to address. At the work session on June 13, 1996, the item will be again discussed at work session.

C. <u>Issues Raised by the City Council</u>

In summary, the issues raised by the Council included:

Adequacy of Fire Access and Mitigation Plan
Timing and Phasing of Development
Affordable Housing
Growth Inducing Impacts (specifically from a new water tank)
Flag Lots

The applicant has responded to all of these points and information has been distributed to you previously. I will summarize the issues and proposed solutions in this memo.

<u>Adequacy of Fire Access and Mitigation Plan</u>

Issue: The proposed Sandstone Cove Subdivision is an extension of an existing culdesac. The Fire Code allows longer than the 600 foot standard if extraordinary measures are proposed to mitigate fire risk. The applicant, Chief Building Official and Park City Fire Service District Chief agreed to a fire mitigation plan which was discussed at the last meeting and is explained in the April Staff Report. The City Council expressed concern about the effectiveness and enforcement of the proposed mitigation plan.

Applicant's response: The applicant met with the Fire Marshall and the Fire District to prioritize the fire mitigation measures proposed. That analysis is attached as exhibit A.

Staff Comment: The mitigation program relies heavily on built-in fire protection (sprinklers, non-combustible construction) and other provisions enforceable by the City. The proposed vegetation management would be the responsibility of the Homeowners Association.

<u>Timing and Phasing of Development</u>

Issue: The City Council questioned whether this annexation was desirable for Park City at this time. It is currently zoned 1 unit per 40 acres in the County and is in Tier II. The concern raised was that this annexation could be premature due to the current General Plan process and that it could constitute a premature extension of City Services.

The Council discussed the possibility of Annexation with the committment to delay or phase the development and/or restrict the number of parcels which could be developed in any one year.

Applicant's Response: The applicant responded that this would be the ideal time to install infrastructure since the adjacent Eagle Pointe Subdivision is under construction. Exhibit B is a proposal by the applicant to restrict development of the lots in the subdivision to no more than 2 to 4 permits per year, with the ability to carry unused allocations from year to year.

Staff Comment: This phasing plan probably is consistent with existing market conditions and would not materially delay build out. The administration of the limitation may be more trouble than the benefit unless this is viewed as a trial case with possible application to other projects. Some efficiencies may result from the placement of infrastructure concurrently with Eagle Pointe.

If the Council is interested in the concept, staff could work on the details and, if necessary, modify the numbers to meet the Council's intent.

Affordable Housing

Issue: The applicant was willing to provide the minimum requirement for 10% employee housing. The Council expressed concern that a "fee in lieu" does not actually result in the construction of 1.8 housing units and suggested that the applicant explore some alternatives which would result in real units.

Applicant's response: The applicant has proposed 3 alternatives attached as exhibit C which includes the payment of a fee in lieu, the encouragement of construction of at least 2 unit equivalents of employee housing on site in the form of accessory apartments, or the purchase of a duplex lot at market rate which would be conveyed to the City.

Staff Comment: The accessory apartments on site was discussed by the Planning Commission when Hidden Meadows was Annexed and was not recommended by the Planning Commission. These units are already permitted in the Land Management Code. The staff suggested that the applicant look at some other alternatives which include the actual construction of offsite units or the purchase and restriction of existing units.

The in-lieu fee is not intended to be the cost of affordable units, but the cost of making units affordable. A duplex lot likely would not be more attractive than the in-lieu fee.

Growth Inducing Impacts

Issue: In order for Sandstone Cove to be developed, a new water tank and water line would have to be built. The issue is whether this tank would induce growth in surrounding areas by providing a water supply where there is not currently one.

Applicant's Response: Exhibit D provides an inventory of parcels which could potentially be served by a new tank.

Staff Response: The proposed size of the tank is 250,000 gallons. If the tank were to be sized just for the Sandstone Cove Subdivision, without any excess capacity, it would have to be about 175,000 gallons. The City would ultimately be the owner of the tank and the lines, so any adjacent property owners would have to gain permission from the City to use the water tank. The City would retain control, but having the additional capacity, and water, could encourage requests for annexation and development, especially given the inadequacy of the current service.

Flag Lots

Issue: A concern was raised over the layout of the subdivision and the use of flag lots.

Applicant's response: The applicant has submitted an alternative site plan which demonstrates a layout without the use of the flag lots (Exhibit E). He prefers the alternative with the flag lots.

Staff Comment: In general, Flag Lots are not encouraged, but in this case, it may result in spacing which is not so linear.

D. Alternatives

After discussing the issues and responses, the staff would ask that the City Council give direction on how to proceed with the Annexation Request. The applicant is anxious to bring some resolution to this issue.

1. Direct Staff to finalize the Annexation Resolution and Ordinance amending the Zoning Map as drafted. This alternative would be consistent with the Planning Commission recommendation. The Planning Commission would still have the opportunity to refine the proposal prior to preliminary plat approval, especially as it relates to house size, fencing, lighting, building heights and architectural guidelines. The Planning Commission has already begun this review, but no further discussion or action would be taken until and unless the City Council approves the Annexation.

2. Direct Staff to negotiate further conditions of approval. If the City Council is generally comfortable with the Annexation, but wants additional conditions placed on the Annexation or MPD, the Council could direct the staff or the Planning Commission to further refine the conditions of the Annexation or MPD. Staff would need direction from the Council as to specific concerns.

3. Direct Staff to negotiate a different development concept. If the City Council feels that it is appropriate to annex the Sandstone Cove area at this time, but does not agree with the MPD approved by the Planning Commission, the Council could direct the staff or the Planning Commission to work on an alternative concept with the applicant. The staff would need direction as to what alternative concepts should be explored (Should there be fewer units? Should parcels and structures be smaller and more clustered?).

4. Determine that development in this area should occur within the City Boundaries, but the proposed annexation petition is premature. Because of the status of the General Planning Revision, the Council may not want to approve an annexation at this time, while recognizing that this area may be appropriate for annexation to the City and development at a later time.

5. Direct Staff to prepare findings to deny the Annexation Petition and determine that the site is appropriately designated in the County and should develop witbin the County. The current zoning in the County would allow 1 unit per 40 acres (or 2 units).

NOTE: ALL EXHIBITS HAVE BEEN PREPARED BY THE APPLICANT

Special Fire Prevention and Protection Measures
Proposed for of Sandstone Cove

Requirement	Weighted Value	Enforcement Party
Dwellings protected by interior and exterior automatic sprinkler systems, automatically reporting to an approved central station or alarm reporting agency	60%	Building Inspector
Dwelling exteriors constructed of flame-retardent or non-combustible materials. Exterior appurtenances within 25' of the dwelling (decks, stairs, and terraces, etc.) constructed of flame-retardent or non-combustible materials.	25%	Building Inspector
Automatic irrigation of plant materials within 25' of the dwelling during wildland fire season; prohibition of bark shavings and wood chips as bed mulch within 25' of dwelling; required removal of deadwood and combustibles.	10%	Homeowners Assoc.
Wood-burning fireplaces & stoves prohibited	2%	Building Inspector
Discharge of firearms prohibited	1%	Homeowners Assoc.
Motorized recreational vehicles prohibited	1%	Homeowners Assoc.
Storage of flammable and hazardous substances prohibited	1%	Homeowners Assoc.

Note:
1. "Weighted Values" estimated by Ron Ivie on 5/6/96.
2. The Building Inspection Dept. would enforce 87% of the fire mitigation program.
3. The Homeowners Assoc. would enforce 13% of the fire mitigation program.

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EXHIBIT A

11

Sandstone Cove
Proposed Building Permit Phasing
Revised May 30, 1996

1. Minimum Six Year Build-out. For each year indicated below, Sandstone Cove lot owners would have the right to apply for the specified number of building permits for new single family dwellings. Park City's Building Inspection Department would process applications in a normal manner on a "first come-first served" basis. If not used within the same calendar year, the earned right to apply for building permits would carry-over into the next year or years.

Year	Event	Building Permits Available
1996	Annexation	2 permits
1997	Build-out	3 permits
1998	Build-out	4 permits
1999	Build-out	4 permits
2000	Build-out	3 permits
2001	Build-out	2 permits

2. Initial Term. The first building permit year would run from the date of the executed annexation agreement through December 31 of said year.

3. Calendar Year Governs. The annual allocation of Sandstone Cove building permits would share the Park City Building Inspection Department's calendar year.

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EXHIBIT B

RECEIVED
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PARK CITY
PLANNING DEPT.

Sandstone Cove
Affordable Housing Alternatives

1. Payment of published fee in lieu of on-site construction. The Applicant has proposed to pay to Park City a fee in the amount of $143,000.00 to fulfill the affordable housing component of 1.8 units required for Sandstone Cove. These funds would be used by Park City to purchase or construct two affordable housing units off-site.

2. On-site construction of accessory dwelling units. The Applicant has proposed to install the same affordable housing program approved for use at the Morningstar subdivision. Under this program, the Applicant would initially escrow the $143,000 fee-in-lieu with Park City, and then encourage the construction of no less than 2 unit equivalents of restricted employee housing within or appurtenant to the homes to be constructed at Sandstone Cove. The occupancy and rent, if any, for such units would be subject to the usual restrictions and management of the Park City Housing Authority. If the Applicant can bring about the construction and dedication of two such units within 5 years of recordation, the Applicant would then be entitled to recover the $143,000 escrowed with Park City.

3. Purchase of off-site duplex lot. The Applicant has proposed to purchase at market rate and convey to Park City an approved duplex building lot within the City boundaries.

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EXHIBIT C

Analysis of Possible Annexation Parcels
Adjacent or Proximate to Sandstone Cove

Parcel Name and Parcel Number	Size	Est. Size Usable	Sensible Use if Annexed	Serve from Sandstone Tank ?
Kearns-Tribune Corp. PP 103	50.0 ac.	15.0 ac.	Brookside type plan	yes, but isolated from line
Kearns-Tribune Corp. PP 113	4.9 ac.	NA	see above	yes, but isolated from line
Wright PP 100	7.45 ac.	4.0 ac.	one lot	yes, but isolated from line
Clissold Investment Co. PP 101	83.5 ac.	40.0 ac.	Brookside type plan	yes, but isolated from line
Mount Olympic Inc. PP 118	5.0 ac.	None	R.O.S.	yes, but isolated from line
Mount Olympic Inc. PP 122	80.0 ac.	None	R.O.S.	yes, but isolated from line
Mount Olympic Inc. PP 123	80.0 ac.	None	R.O.S.	yes, but isolated from line
Mount Olympic Inc. PP 170	80.7 ac.	None	R.O.S.	yes, but isolated from line
Mount Olympic Inc. PSS 59-7A	20.0 ac.	None	R.O.S.	yes, but isolated from line
Evergreen Dev. PSS 59-1	40.0 ac.	None	R.O.S.	yes, but isolated from line
Bonnamarte PSS 59-7-A-1	9.3 ac.	6.0 ac.	one lot	no, above pressure zone
Faber PSS 59-7-B	20.0 ac.	None	R.O.S.	yes, but isolated from line
D.F.G. Investments PSS 59-7	10.0 ac.	None	R.O.S.	yes, but isolated from line
Desimone & Gurtler PSS-59-8	20.0 ac.	20.0 ac.	4 lots	yes, but isolated from line
Smith PSS 59-8-B-3	5.0 ac.	5.0 ac.	1 lot	yes, but isolated from line
Jelomek & Hammer PSS 59-8-A	5.0 ac.	5.0 ac.	1 lot	yes, but isolated from line
Vacant Mountain Top Lots	5 lots	12.0 ac.	5 lots	yes, but isolated from line

Notes:
1. The amount of "usable" land is estimated by application of the current requirements of the Park City Land Management Code.
2. The floor elevation of the proposed Sandstone Cove water tank cannot serve dwelling floor elevations above 7000 feet.

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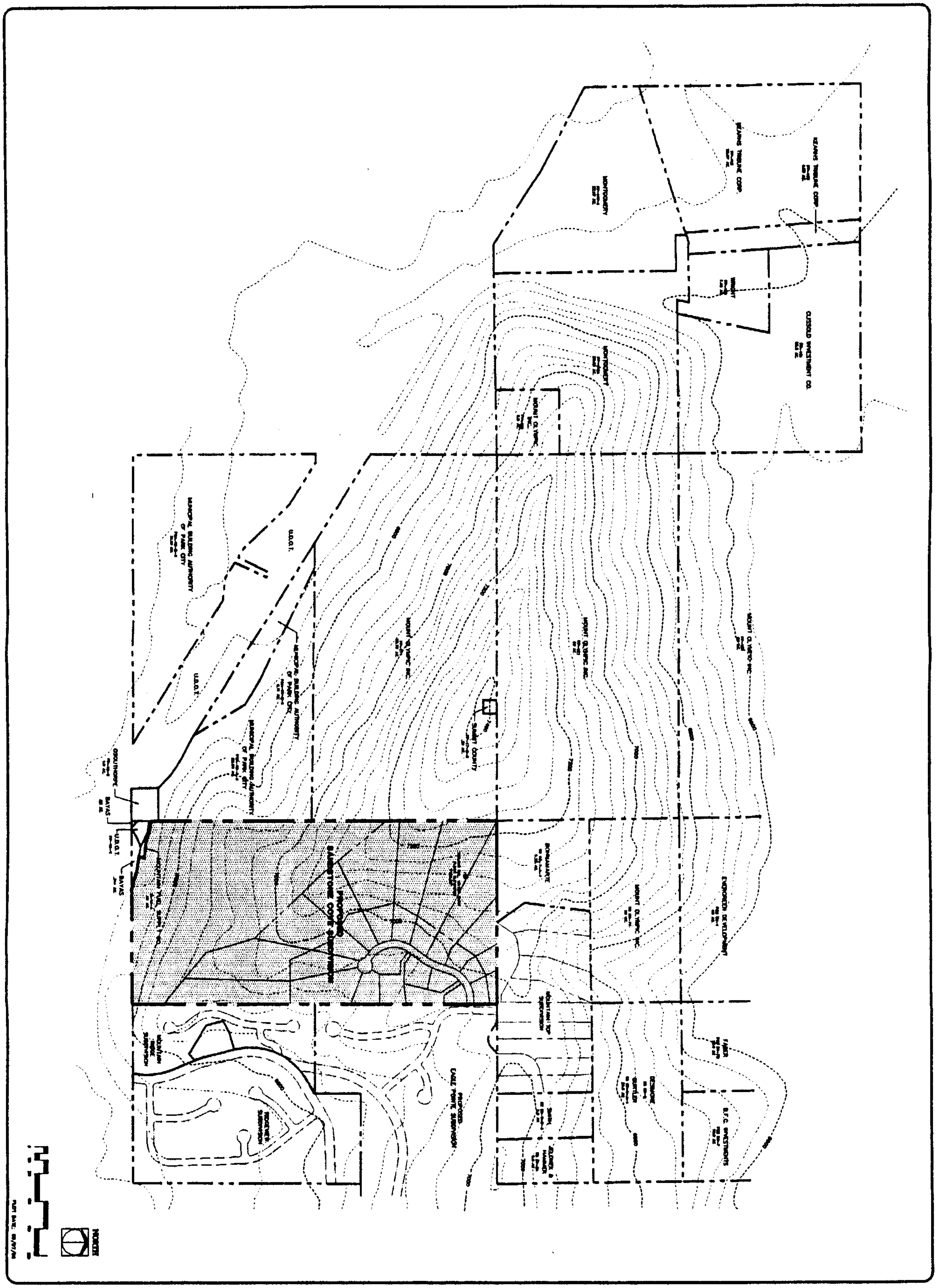
EXHIBIT D

14



SHEET 1 OF 1

SANDSTONE COVE M.P.D.

ANALYSIS OF POSSIBLE ANNEXATION PARCELS ON QUARRY MOUNTAIN, ADJACENT OR PROXIMATE TO PROJECT SITE

FOR: BLACK DIAMOND PARTNERS L.C. | DWG: SSC-EX1.DWG | JOB NO.

DESIGNED BY: DL | DRAWN BY: DL | REVIEWED BY:

REVISIONS		
DATE	BY	COMMENTS

THE JACK JOHNSON COMPANY
1910 Prospector Avenue • Park City, Utah 84060
(801) 645-9000 • fax (801) 649-1620

SANDSTONE COVE

April 26, 1996

Ms. Nora Seltenrich, Special Projects Manager
Park City Municipal Corp.
P.O. Box 1480
Park City, Utah 84060

Re: Sandstone Cove Annexation

Dear Nora:

At the work session yesterday, Hugh Daniels questioned the purpose of the two flag lots which we have included in the site plan. In response to his concerns, I have prepared two Exhibits, "A-1" and "A-2", to illustrate how the use of flag lots can improved the spacing between adjacent dwellings. This improvement is quite visible from the public view (the street) as well as from each dwelling. We will respond to the other City Council criticisms and concerns in the very near future. Please let me know if you have any questions or further comments at this time. Thank you for your courtesies.

Very truly yours,

BLACK DIAMOND PARTNERS L.C.

Gerald A. Jackson, Manager

GAJ/tb

encl:

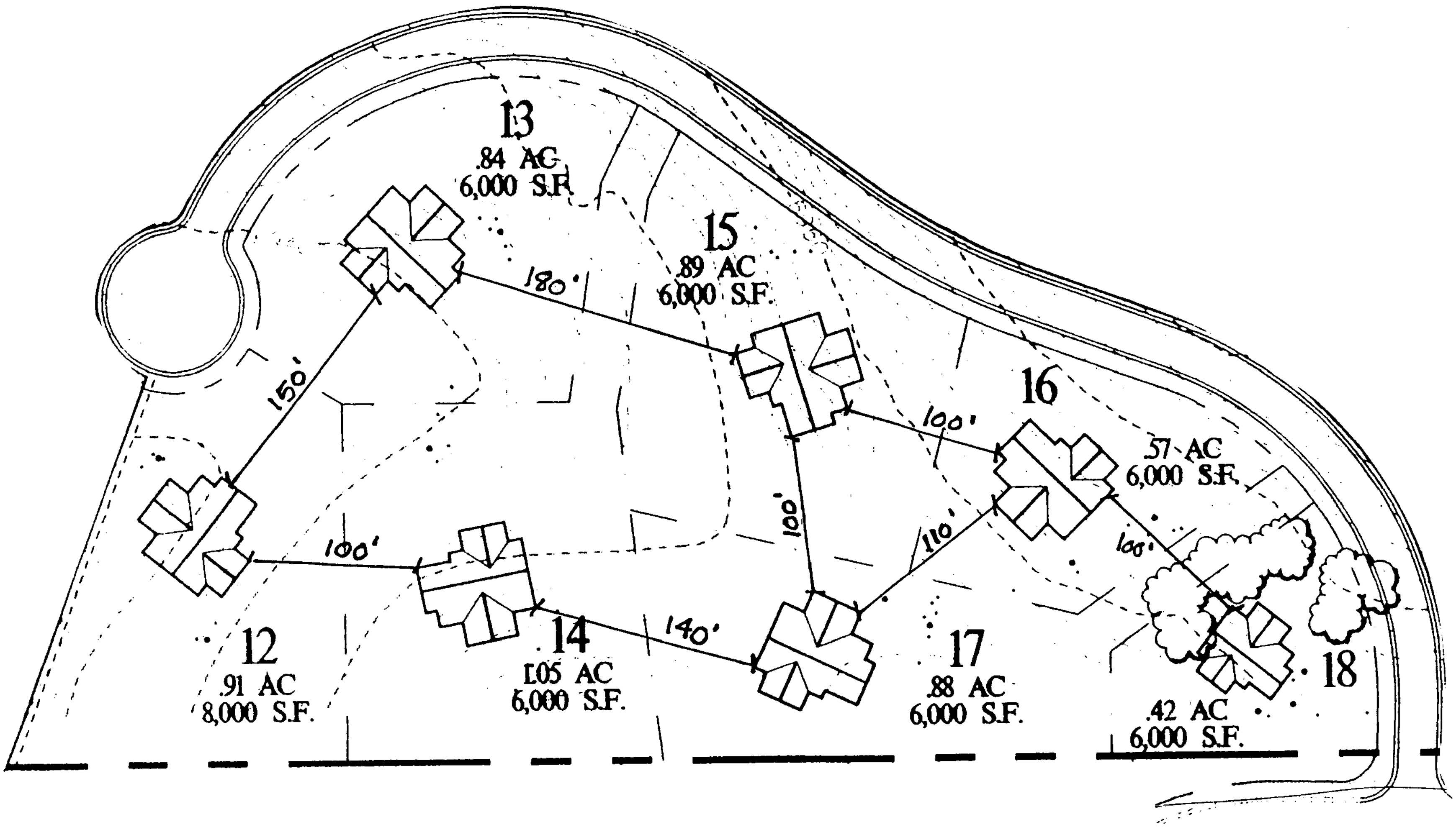
cc: Hank Rothwell
Don Sargent

sands102

EXHIBIT E

RECEIVED
APR 29 1996
PARK CITY
PLANNING DEPT.

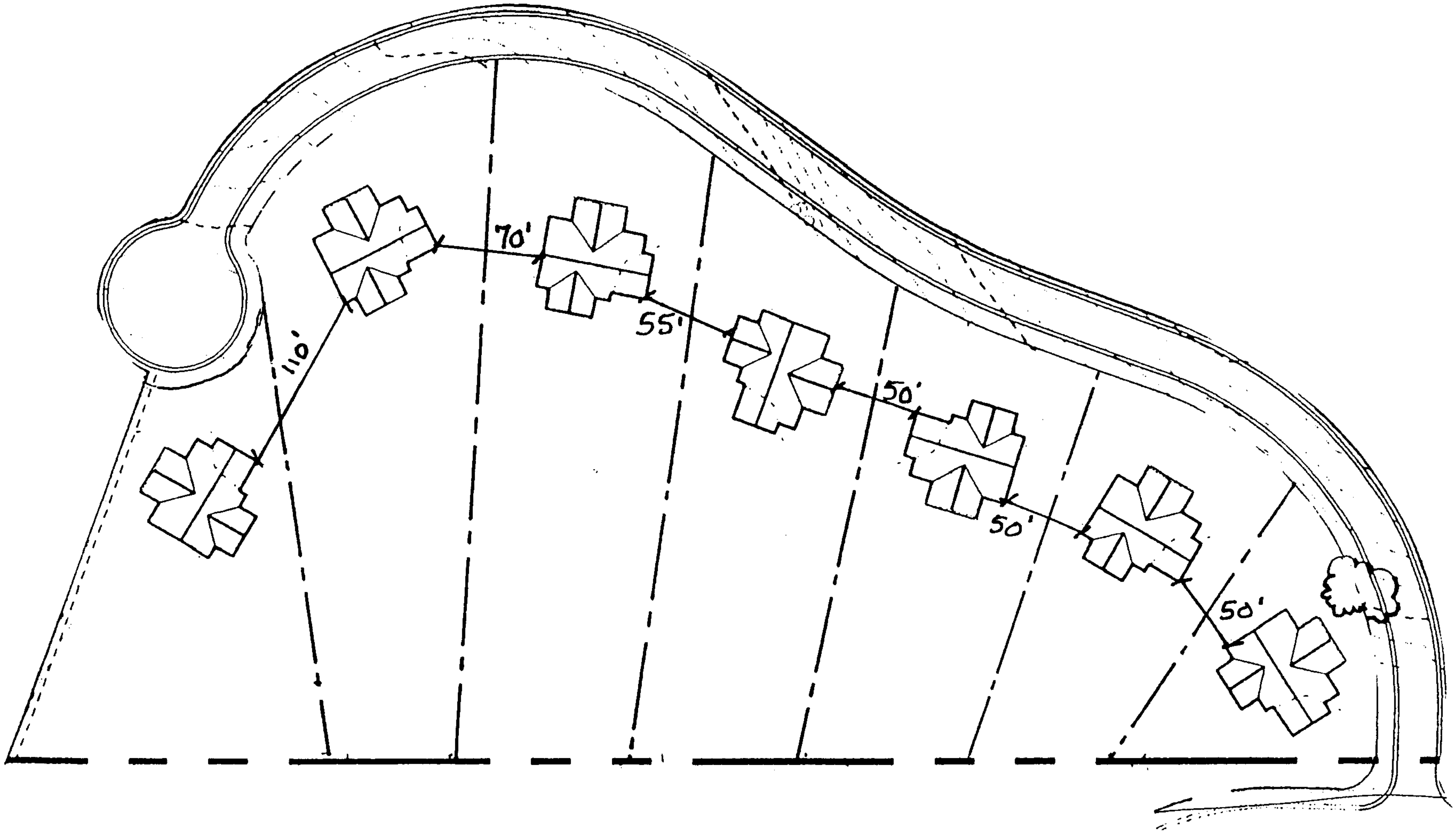
Black Diamond Partners
Post Office Box 1776 • Park City, UT 84060 • (801) 645-7300 • Fax (801) 645-7304



PLAN SHOWING THE DISTANCES BETWEEN DWELLINGS ON THE 7 INTERIOR LOTS AT SANDSTONE COVE ***WITH*** THE USE OF FLAG LOTS

RECEIVED
APR 29 1996
PARK CITY
PLANNING DEPT.

EXHIBIT A-1



PLAN SHOWING THE DISTANCES BETWEEN DWELLINGS ON THE 7 INTERIOR LOTS AT SANDSTONE COVE ***WITHOUT*** THE USE OF FLAG LOTS

EXHIBIT A-2

PARK CITY
1884

DATE: June 13, 1996
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, City Engineer
TITLE: Agreement with SBSID for gutter and pavement on Empire Avenue
TYPE OF ITEM: Approval of agreement

SUMMARY RECOMMENDATIONS: Review and approve the attached agreement with Snyderville Basin Sewer Improvement District whereby Park City will reimburse SBSID for the City's prorated share of the cost of gutter and pavement replacement in an amount not to exceed $80,000.

DESCRIPTION:

A. Topic: SBSID hired a contractor, Green Excavating, to repair the sewer main on Empire Avenue between Sweetwater and Lowell, approximately 1770 feet. Green has been working for about three weeks. SBSID planned to pay Green to patch only a ten foot wide strip of asphalt up the middle of Empire. The adjacent asphalt is in very poor condition, so the SBISD strip would be almost a total waste of money, which is why a change order to Green's contract to repave all 26 feet of Empire asphalt would save Park City money in the long run and would result in a much better product for the neighborhood. Between 500 to 800 feet of damaged existing concrete gutter would also be replaced.

B. Background: The Old Town Streets and Utilities Master Plan has identified Empire Avenue as needing reconstruction. We had planned on a reconstruction project in three years, assuming that the SBSID trench patch together with the existing pavement and minor patching could give us a serviceable pavement for that long. It has become obvious to City staff (and anyone else driving Empire this week) that repaving is needed now.

C. Analysis: Although SBSID and their contractor are responsible for some of the pavement damage to Empire Avenue, the preexisting pavement condition was bad enough that Park City must bear its share of the repaving costs. The amended contract will result in 26 feet of new paving; this is the approximate existing width.. SBSID and Green will still be responsible for repairs to driveways and other private property which occurs during the job, especially on June 5 when Green damaged our high-pressure water line. The resulting release of 200,000 gallons of water caused significant property damage, which in turn triggered numerous calls to Green's insurance company. Green worked hard to repair the resulting damage, so all users had water service restored later that same day. Green plans to use Staker Paving as their asphalt subcontractor; Park City and Staker have an excellent working relationship and a current major paving contract. Our existing Capital Improvement Budget account for Implementation of the Old Town Streets and Utilities Master Plan (31-42079) currently has more than $600,000 in it.

D. Department Review: The proposed arrangement with SBSID has been reviewed and endorsed by Community Development and Public Works.

ALTERNATIVES:

A. Approve the Request: Approve the agreement with SBSID for gutter and pavement on Empire in an amount not to exceed $80,000. (Note that the actual Change Order will obligate us to $67,322.50; the staff feels a contingency is highly recommended since work is still ongoing.)

B. Deny the Request: This will save money but leave Empire Avenue in terrible shape for this coming winter. It would also fail to take advantage of the economy of scale available in expanding SBSID's contract.

SIGNIFICANT IMPACTS: The Empire Avenue residents have suffered through an intrusive construction project. Repaving the road will make it all seem somewhat more worthwhile. The necessary funds are already in the budget, so there is no budget impact other than the expenditure itself in an amount not to exceed $80,000.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: The appearance of the surface of Empire would be extremely rough, and our "window" of working with SBSID on the change order will be closed. The Staff tries hard not to put the Council in a position of making sudden decisions, but this is a win-win situation and the SBSID agreement should be approved.

RECOMMENDATION: Review and approve the attached agreement with Snyderville Basin Sewer Improvement District whereby Park City will reimburse SBSID for the City's prorated share of the cost of gutter and pavement replacement in an amount not to exceed $80,000.

S.B.S.I.D. Snyderville Basin Sewer Improvement District

June 6, 1996

Mr. Eric DeHaan, P.E.
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060-1480

RE: Empire Avenue Sanitary Sewer Improvements

Dear Mr. DeHaan:

This letter will act as the agreement between Snyderville Basin Sewer Improvement District (SBSID) and the Park City Municipal Corporation (PCMC) with regard to the above-referenced project.

Park City claims and asserts a prescriptive-use easement in, under, and upon all parcels of land currently used by the public as Empire Avenue. By virtue of agreements between SBSID and PCMC, the sewer district may use these areas for sewer facilities as necessary.

The plans and specifications for the referenced project have been prepared by Jeff Masters, P.E., CRS Consulting Engineers, Inc. (CRS). Those plans and specifications are hereby made a part of this agreement.

SBSID has previously contracted for the subject work with Green Excavating, Inc.. PCMC will reimburse SBSID for its share of the costs as outlined in Change Order No. 1 (revised) to SBSID's original contract with Green Excavating, Inc.. As outlined in this change order prepared by Jeff Masters, dated June 6, 1996, PCMC will reimburse SBSID for its prorated portion of roadway paving and will reimburse SBSID fully for curb and gutter repair and/or replacement, and an additional two (2) feet of roadway paving behind the curb and gutter. Payments to SBSID will be made by PCMC within thirty (30) days of the respective progress payment to the contractor.

PCMC agrees to separately contract and pay CRS to revise the plans to include the Change Order No. 1 (revised) work. PCMC also agrees to separately contract and pay Consolidated Engineering Labs for additional geotech services required beyond the original contract scope with CRS in behalf of SBSID.

Tentative dates for substantial completion is July 12, 1996, final completion by July 22, 1996.

Accepted by Snyderville Basin Sewer Improvement District

By:____________________ Date:________________
Rex Ausburn, General Manager

Accepted by Park City Municipal Corporation

By:____________________ Date:________________
Eric DeHaan, P.E.
City Engineer

2800 HOMESTEAD ROAD • PARK CITY, UTAH 84098 • PHONE 801-649-7993 • FAX 801-649-8040

CONSULTING ENGINEERS, INC.
CALDWELL RICHARDS SORENSEN

June 6, 1996

Mr. Jon P. Papez, Staff Engineer
Snyderville Basin Sewer Improvement District
2800 Homestead Road
Park City, UT 84098

RE: Spring 1996 Improvements
Change Order No. 1 (Revised)
Project No. 27-13386

Dear Jon,

We have reevaluated the extent of repaving for Empire Avenue per our discussions during our June 5 meeting with E. DeHaan, R. Green and others at the Park City offices. We have determined that the average pavement width over the length of the project is about 26 feet, as measured between face of curb and/or edge of pavement. We have increased the scope of curb replacement to 800 LF and recommend addition of 75 LF at 1194 Empire to tie upper and lower section of gutter together.

Based upon the conversations at the June 5 meeting, the share of work to be paid for by SBSID and Park City, respectively, may be summarized as follows:

SBSID:	1764 LF x 10' = 17640 SF or 1960 SY	
	Roadway paving	($34,300.00)
Park City	1764 LF x 16' = 28224 SF or 3136 SY	
	Roadway paving	($54,880.00)
	500 LF x 2' = 1000 SF or 111 SY	
	Curb and Gutter paving repair	($1,942.50)
	875 LF Curb and Gutter Replacement	($10,500.00)
		$67,322.50

Note that the change order indicates 5300 SY of pavement removal and replacement. This additional 93 SY (2%) covers uncertainties in actual in-place quatities. We recommend that Change order amounts of $35,000 and $70,000 be requested from the SBSID and Park City Boards, respectively to cover variations

RECEIVED
JUN 07 1996
PARK CITY
PLANNING DEPT.

265 EAST 100 SOUTH, SUITE 240 · SALT LAKE CITY, UTAH 84111
PHONE 801/359-5565 · FAX 801/359-4272
CIVIL ENGINEERING · SURVEYING

between measured existing pavement area and final in-place area. Note that costs to SBSID for this Change Order should be covered under the original project scope.

Attached are four (4) copies of the revised Change Order No. 1. Please destroy previous Change Order No. 1 dated June 4, 1996.

Contact me if there are any questions or if we may be of further assistance.

Sincerely,

Jeff S. Masters, PE

cc: E. DeHaan
file w/encl.

CHANGE ORDER No. 1

Project: Spring 1996 Improvements
Date of Issuance: June 6, 1996

Owner: Snyderville Basin Sewer Improvement District
Contractor: Green Excavating
Engineer: CRS Consulting Engineeers, Inc. **Project No:** 27-13386

You are directed to make the following changes in the Contract Documents:

Description: Delete Bid Item No. 6 - Remove and Replace Asphalt Paving - 1962 SY at $25.00/SY from project scope. Add 5300 SY Remove Existing Asphalt Paving, Provide and Install Road Base and Asphalt Paving at $17.50/SY. Add 875 LF Remove and Replace Concrete Curb and Gutter at $12.00/LF

Reason for Change Order: Increase in Project Scope

Attachments: Letter dated June 5, 1996 to J. Papez, copy to E. DeHaan

Change in Contract Times:	**Change in Contract Price:**
Original Contract Times: Substatial Completion: **July 12, 1996** Final Completion: **July 22, 1996**	Original Contract Price: **$ 250,012.00**
Net Changes from previous Change Orders No. **0** to No. **0** **None** (days)	Net Changes from previous Change Orders No. **0** to No. **0** **$ 0.00**
Contract Times prior to this Change Order Substantial Completion: **July 12, 1996** Final Completion: **July 22, 1996**	Contract Price Prior to this Change Order **$ 250,012.00**
Net Increase (Decrease) of this Change Order **None** (days)	Net Increase (Decrease) of this Change Order **$ 54,200.00**
Contract Times with all Approved Change Orders Substantial Completion: **July 12, 1996** Final Completion: **July 22, 1996**	Total Contract Price with all Approved Change Orders **$ 304,212.00**

RECOMMENDED:	APPROVED:	ACCEPTED:
By:__________ (Engineer)	By:__________ (Owner)	By:__________ (Contractor)
Date:__________	Date:__________	Date:__________

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: June 13, 1996
DEPARTMENT: Leisure Services and Administrative Services
AUTHOR: Melissa Call, Facilities Manager and Tom Bakaly, Finance Manager
TITLE: Proposed Contract Amendment: Park City Auditorium Film Services
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Authorize the Mayor to execute a film services contract with the Park City Arts Council in substantially the same form as attached. If approved by City Council, the revised contract will be executed by the City upon payment in full by the Arts Council for the prorated period of February 10, 1996 through June 30, 1996 under the terms and conditions of the new 1996 contract.

DESCRIPTION:

A. Topic:

Amendment of Film Services contract between the Park City Municipal Corporation and the Park City Arts Council.

B. Background:

In January of 1995, the Park City Municipal Corporation (PCMC) purchased film and sound equipment at the request of the Park City Arts Council (Arts Council). Subsequently, the Arts Council and the PCMC entered into a two-year contract for the rental of the film equipment and the rental of the Park City auditorium for the purpose of operating an on-going "alternative" film series.

The first year of the contract ended on February 10, 1996. During that time period, film equipment rent totaled $5,800 and auditorium rent totaled $2,100. The total amount of revenue resulting from the contract was $7,900 for a one-year period.

Over the last several months, staff has had discussions with Arts Council representatives about the prospect of amending the contract. The proposed amendments to the contract contained in this report represent the collaborative effort between City staff, the City Council arts liaison, and the Arts Council. The Arts Council Board has formally approved the proposed amendments and please see the attached letter for further information.

Currently, the evening auditorium rental fee is based upon attendance and ranges between $50 - $150 per screening. During the first year, the average screening rental amount equaled approximately $100. However, attendance has been steadily increasing, and it is likely that, under the existing contract, the per screening rental fee will approach $150.

The Arts Council/Film Society are proposing that this screening rental fee and equipment rental fee be combined into one annual contract amount. This change will provide the Arts Council with the ability to consistently plan their expenses. The Arts Council/Film society makes the point that if the contract is restructured as proposed, resources would then be redirected towards free films tailored to specific audiences, i.e. teens and children. For further details about the Arts Council/Film Society's proposal, please see below.

C. Analysis: Due to the success, reliability and the community's acceptance of the film series program, and the fact that the equipment obligation will continue to be met, City staff is amenable to the proposal. The proposal from the Arts Council is as follows:

1) The proposed annual total contract amount will be $7,400. The contract will be paid in equal monthly installments of $616.67.

2) The proposed total contract amount will include both film equipment and facility rental obligation.

3) The total number of screenings allowed under this annual contract price will not exceed 40 per year. Additional screenings above 40 will be subject to a facility and equipment rental rate of $100 per screening.

4) Remove the clause that stipulates the City shall share in the success of the Film Series by receiving $1 per person in excess of 4,000 per year. Instead of remitting a share of its success to the City, the Arts Council agrees to provide one free screening to target audiences ie, youth and seniors per ten (10) paid regular screenings. Please note that the monthly Arts Council rental obligation will not be adjusted for months in which a free screening occurs.

5) The Arts Council will no longer receive credit towards their rental obligation if organizations other than themselves or the Sundance Institute rent the film equipment.

6) The Arts Council will be able to reserve the film equipment or facility no more than 90 days prior to a scheduled screening. The City will make best efforts to accommodate the Art Council's desire for regularly scheduled Saturday or other requested screenings while being sensitive to demands from other organizations for use of the film equipment and auditorium.

7) The initial term of the contract will be for two years commencing on July 1, 1996. The contract would be annually renewed under the same conditions and terms unless either party issues a notice of non-renewal by May 31 one year and one month (13 months) prior to the expiration of the term.

D. Department Review:

This proposal and the amended film services contract have been reviewed by the Leisure Services Department, the Administrative Services Department, the City Manager and the Legal Department.

ALTERNATIVES:

1) Amend the contract as it appears as an attachment to this report.

2) Make no change to the existing contract and continue to charge between $50 and $150 per screening based upon attendance.

RECOMMENDATION:

The City Council should amend the existing contract as described in the analysis section of this report and as shown as an attachment to this report.

Film Series Contract

Whereas, in 1994 the Park City Arts Council (Arts Council) and the University of Utah, Division of Continuing Education requested Park City Municipal Corporation (City) to purchase film and sound equipment for the Park City Auditorium at the Library and Education Center (Park City Auditorium); and

Whereas, pursuant to that request, in January, 1995 the Park City Council authorized a $45,000 interfund loan from the City's Capital Improvement Program Fund (CIP loan) to the Leisure Services Department for the purchase and installation of film and sound equipment for the Park City Auditorium; and

Whereas, in January 1995 the City Council also authorized staff to enter into contracts with CLAYCO, the Arts Council, and the University of Utah for the purchase and installation of equipment and the operation of a film series; and

Whereas, on January 24, 1995 the Arts Council entered into a contract to operate an "alternative" film series and to facilitate the City's prompt recovery of costs associated with the purchase of such sound and film equipment to support such a series; and

Whereas, the Arts Council operated a successful film series from February 1995 through June 1996, to the benefit of the community; and

Whereas, the Arts Council and the City Council would like to expand the alternative film series for the benefit of the community under the following terms and conditions;

NOW THEREFORE, the City and the Arts Council agree as follows:

1. **Term.** July 1, 1996 through June 30, 1998, subject to annual renewal unless either party issues notice of non-renewal by May 31 one year and one month prior to expiration of the Term.

2. **Arts Council Obligations.** The Arts Council shall conduct an "alternative" film series of approximately 40 screenings per year (Film Series). The Arts Council's Film Series obligations include film and auditorium rental, promotion, collection, training of equipment operators, equipment operation, accounting and administration thereof.

A. Auditorium and Equipment Rental Fee/Minimum Annual Obligation. The Arts Council hereby commits to pay Park City a reduced auditorium, sound and film equipment rental fee of 7,400, per annum (Minimum Annual Obligation), regardless of Film Series attendance. Payments shall be made in equal monthly installments of ($616.67), on or before the 10th of each month. This $7400 annual fee constitutes payment for up to 40 screenings. Additional screenings may be scheduled for an additional fee of $100 per screening, which price shall include auditorium, film and audio equipment rental.

B. Target Audience Screenings. The Arts Council shall provide one free screening to target audiences (youth, seniors, etc.) for every ten paid regular screenings. (The Arts Council's monthly rental obligation will not be adjusted during those months when a free screening occurs.)

C. Auditorium Lease/Rental Rates. The Arts Council shall execute the City's standard Auditorium Lease for the regular use of the Auditorium, for multiple film screenings, and shall comply with all reasonable regulations pertaining to the use of the facility.

D. Projectionist Training. The Arts Council shall hire a qualified, certified, film equipment professional to train, and shall identify and cause to be trained, eight to ten projectionists to the satisfaction and certification of the City. The Arts Council shall employ only certified film projectionists to operate City sound and film equipment during the Film Series.

E. Non-compete. The Arts Council shall endeavor to assist the City in the full and complete retirement of the Leisure Services Department's obligation to repay the $45,000 CIP loan to purchase the sound and film equipment. To that end, the Arts Council agrees that it will not promote nor sponsor a program of film screenings, or a film series, at a Park City area location other than the Auditorium, until the $45,000 CIP loan is fully repaid. The City will inform the Arts Council when the CIP loan has been retired. This obligation shall survive the expiration and/or termination of this contract.

3. **<u>Payment/Reporting</u>.** The Arts Council shall remit an attendance report to the City with its monthly rental payment.

4. **<u>Scale of Events.</u>** The Arts Council hereby acknowledges that the City Council has not removed the restriction of use on the Auditorium to events with projected demand of less than 400 participants. The Arts Council must obtain prior Council approval should the alternative film series desire to attract patrons in excess of 400 persons per event. Consistent with the standard Auditorium Lease, the Arts Council shall arrange to mitigate parking demand, to the satisfaction of the City's Facility Manager, for events with projected attendance of 250 persons or more.

5. **<u>Scheduling</u>.** The film series is subject to usual Auditorium scheduling priorities. The Arts Council must submit a tentative annual schedule by July 1 of each year and 15 days prior to any proposed screening. The City will not reserve dates more than 90 days prior to a scheduled screening. However, the City will make best efforts to accommodate the Arts Council's desire for regularly scheduled Saturday and other requested screenings while being sensitive to demands from other organizations' requests to use the film equipment and auditorium.

6. **Limited Remedies.** The remedies under this contract are limited. The preferred remedy shall be termination. The parties acknowledge that the Arts Council's exclusive financial pledge under this contract shall be for payment of the Minimum Annual Obligation from Film Series net revenues, sponsorships and grants, as specified in paragraphs 2A-C above. The City hereby warrants that it shall not seek payment of the Minimum Annual Obligation from any other Arts Council fund(s) nor from any asset of any individual Arts Council member, should a shortfall occur.

7. **Rescission.** This contract hereby rescinds and supersedes that Contract between the parties dated January 24, 1995.

Dated this ___ day of June, 1996.

Park City Municipal Corp.	**Park City Arts Council**
___________________________	___________________________
Bradley A. Olch, Mayor	Katherine Scott Henney, President

Attest:

____
Anita Sheldon, City Recorder

Approved as to form:

____
Jodi Hoffman, City Attorney

STATE OF UTAH)
SS
COUNTY OF SUMMIT)

On the ___ day of ____, 1996, personally appeared before me Katherine Scott Henney, who did say that she is the President of the Board of the Park City Arts Council, a Utah not for profit corporation, and that the foregoing was signed in behalf of said corporation by authority of a resolution of its board of directors; and said Katherine Scott Henney acknowledged to me that the Park City Arts Council executed the same.

____
Notary Public

To: The Park City Council
From: The Park City Arts Council
Re: Amendments to Film Series Contract
Date: June 7, 1996

Attached is a Council Agenda Report that provides a summary of what we believe were fruitful discussions with the City staff regarding proposed amendments to the existing film series contract between the Park City Arts Council and the City. These proposed staff amendments were approved by the Park City Arts Council board at their June 6 meeting. We feel that these modifications can ensure a continued win/win partnership that has provided significant benefits to the City, the Arts Council, and the citizens of Park City over the past 18 months. Some of the significant considerations are as follows:

A. **Park City**: The Arts Council will continue to meet it's financial commitment to the City made in January 1995. The City will help facilitate this commitment by allowing the Arts Council to extend it's number of screenings from approximately 32 to 40 to meet this fixed commitment of $7,400 per year in addition to charging a reduced $100/evening fee for films over 40. Because this new per film rate approximates the same rate currently being charged to any other non-profit the Arts Council agrees to eliminate previous credits taken against it's obligation for other film equipment rent generated by the city. The Arts Council also agrees to extend it's contract committment to the city through June 30, 1998. The City ends up generating a very fair return on it's investment while adding a whole new dimension of utility to an expensive and arguably underutilized facility.

B. **P.C. Arts Council:** The Park City Arts Council will be delighted to see an endeavor it has invested tremendous sweat equity in be perpetuated. This is especially delightful in light of the great response and support the public of Park City has shown the series. The Arts Council, a non-profit organization, is confident that these contract modifications will allow it to meet it's ongoing commitment to the City for rent, meet it's additional commitment of providing periodic free screenings to the public, and meet it's organizational charter to facilitate the development and appreciation of art in the community.

C. **The Citizens of Park City**: Last but not least are the big winners, the people that Park City and the Park City Arts Council are obligated to serve, the citizens of Park City. The films screened in this community series thus far have received growing support by the citizens of Park City who appreciate the opportunity to be engaged by thought provoking, high-quality, less-commercial cinema. This high-quality entertainment, while sometimes available on video, does not compare to the experience offered on a large screen, in a public auditorium, with neighbors and friends. The Arts Council has also committed to offering free screenings with the City's help to different elements of the community like children and seniors. We would be delighted to identify that these free screenings were brought to the community with the help of the Arts Council and the Park City Municipal Corp. Another specific opportunity targeted by the Arts Council is involving more of the communities youth in the film series where thought provoking features can both educate and entertain impressionable minds.

While the development of this series has involved tremendous efforts we believe strongly that with a modified understanding with the city we will have placed it on a firm foundation from which it can grow and continue to develop. We appreciate the City's support for the film series and look forward to a long and mutually-rewarding association.

Sincerely,

The Park City Arts Council