



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 8, 2000**

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 8, 2000.

Work Session - City Council Chambers - Lower Level

3:00 p.m. Building code update and field trip (Meet at Marsac Building)
5:15 p.m. Council questions and comments
5:30 p.m. 1200 Park Avenue properties
5:50 p.m. Review of regular meeting

Regular Meeting - City Council Chambers - Lower Level

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV CONSENT AGENDA PUBLIC HEARING

Ordinance approving a plat amendment to combine the south 7.5 feet of Lot 7 and all of Lot 6, Block 53 of the Park City Survey, located at 226 Marsac Avenue, Park City, Utah

V CONSENT AGENDA

1. Ordinance approving a plat amendment to combine the south 7.5 feet of Lot 7 and all of Lot 6, Block 53 of the Park City Survey, located at 226 Marsac Avenue, Park City, Utah
2. Ordinance authorizing the Mayor to sign a quit-claim deed to Lots 51 and 52 in Eagle Pointe Phase 3 Subdivision
3. Approval of contract with Sear-Brown Group, Inc. for engineering design and professional services related to the design and construction of a traffic signal at Snow Creek Drive at SR224 in an amount not to exceed \$37,000

VI PUBLIC HEARINGS

1. Land Management Code amendments Phase 1 - Chapter 7 Districts: ROS, POS, HR-2, HRM, HRC, HCB, RCO
2. Rezone of lower Park Avenue to HRM; rezone of east side of upper Park Avenue to HR-2; and rezone of platted lots south and east of Ontario and Marsac from HR-1 to HRL

VII ADJOURNMENT

**PARK CITY COUNCIL
SUMMIT COUNTY COMMISSION
PARK CITY SCHOOL DISTRICT
JUNE 12, 2000**

PUBLIC NOTICE IS HEREBY GIVEN that members of the Park City Council, the Summit County Commission; and Board of Education will hold a social dinner meeting on Monday, June 12, 2000 at 6 p.m. at the Grand Summit Hotel at The Canyons. No formal action will be taken.

Posted: 6/5/00
See parkcity2002.org



**PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JUNE 8, 2000**

Present: Mayor Brad Olch; Council members Peg Bodell, Candace Erickson, Roger Harlan; and Fred Jones

Toby Ross, City Manager; Ron Ivie, Chief Building Official; Tom Bakaly, Director of Capital Projects and Budget; Mark Harrington, City Attorney; Rick Lewis, Community Development Director; and Meg Ryan, consultant

Absent: Shauna Kerr

1. Building code update and field trip. Ron Ivie referred to numerous books of code regulations which are enforced in his department and pointed out the significant agenda for code amendments this year. He is currently the Chairman of the State Code Commission and state statutes overrule local regulations. The Building Department also enforces the Land Management Code and attempts to recruit building inspectors who are qualified and licensed in all of the major code areas. Some cities specialize and conduct separate inspections, i.e., electrical or mechanical. He advised that cities will legislate from the International Code rather than from the Uniform Building Code. The City's Building Department also works from a document outlining special materials and methods of construction which are not provided for in the codes. Mr. Ivie emphasized the volume of paperwork involved in a project and that the Department works very hard to mitigate impacts to the community on large construction projects.

There has been a lot of interest expressed by the Historic District Commission to look at issue dealing with *demolition by neglect*. Council will have an opportunity to look at City-owned and privately owned structures on the field trip. He displayed photographs of historic Park City and explained that his Department also conducts environmental inspections. There is an opportunity to procure a federal grant in the amount of \$65,000 to develop a storm water waste program. Mr. Ivie emphasized that if the City receives the funding there has to be a commitment to the program, although there may be a mandate from EPA in the future. His department also maintains financial guarantees on about 250 projects representing approximately \$7 million. The construction mitigation plan seems to be an effective tool, making a difference in the community. With regard to complaints, there were 189 code enforcement activities, and the Department has a fairly active court schedule. Their philosophy isn't to cite people first, but rather provide at least two opportunities to comply. They have investigated six fires and issued 84 fire permits last year. Mr. Ivie added that he is also the Fire Marshal, and interestingly enough, ends up in court more often over fire investigations than building code enforcement issues.

He returned to the subject of maintaining properties which is a requirement of the Housing Code. These codes are well tested for due process because they are national standards

which are carefully written to not violate people's private property interests. Because of this, he stated that he recommended to the Historic District Commission not to pursue a demolition by neglect ordinance as there are adequate regulations in place. Owners can be cited for not reasonably protecting a structure, including painting and explained the notice and procedure order process. There are three options including, repair, vacation, and demolition. The Housing Code is broader than historic structures but the options are the same. He emphasized that the Housing Code and Dangerous Building Code require establishment of a special revolving fund to be designated for repair and demolition. Costs can be recovered on repairs, but one of the buildings Council will be looking at today is estimated at \$200,000 to rehabilitate and the second one \$400,000 to \$500,000. When the repair option is selected over demolition, he must make a case that the structure is a dangerous building. A prudent decision must be made in risking taxpayers' dollars, when the property owner could abate the nuisance for about \$3,000 by demolition. To recover dollars, the court has to be convinced that there is enough public good to force a property owner to spend the differential for what he could abate the problem for and the cost of the required repair. Therein lies the challenge. However, the City has never failed in recovering costs.

Mr. Ivie continued that one of the reason his Department uses the Dangerous Building Code as opposed to the Housing Code is the ability to define and rate the value of the deficiency. After a building has been abandoned for six months, he has to take some sort of action. One of the buildings on the field trip has been condemned and vacated for six years but there has been no decision on it at this point. He emphasized that he has the charge of safety as both Building Official and Fire Marshal that he takes seriously; on the other hand the Historic District Commission takes the preservation of historic structures as seriously. The challenge is blending these issues, setting a policy and dealing with unwilling property owners. If the City does nothing, it will end up in court if someone gets hurt. If the Council desires to save buildings, it should look at a fund and a priority process to rehabilitate buildings. He suggested selecting one of the buildings on the field trip, other than City property and try it in court. It is not likely that a property owner will surrender a couple hundred thousands of dollars compared to the cost of demolition without a fight. This is a civil enforcement program, not criminal; it is easy to assess fines but difficult to collect them. The City Council then proceeded on a field trip facilitated by the Chief Building Official.

2. Council questions and comments. Mr. Harlan discussed the grant award for improvements to the Rail-Trail. In response to a question from Fred Jones, Tom Daley indicated that a trail easement would have to be obtained by the City in order to connect the trail in Round Valley. Mr. Jones stated that the Olympic Celebrations Committee adopted a mission statement which will be presented to Council. The Mayor reminded Council of the joint dinner meeting hosted by the Summit County Commission at The Canyons on Monday night. Ms. Erickson reported that she met with the federal recreation board with George Hull, Bob Johnston, and Bonnie Park and the meeting was very productive. The Snyderville Basin Recreation District has not asked the City for funding for the ice rink but rather to verbally support the project. Peg Bodell reported that Summit County is in the process of hiring a new director for the senior citizen program. She relayed that Ron Ivie

spoke to the Historic District Commission on Monday and his presentation was very informative. The mountain stages are coming along nicely and the Arts Council is involved in contracting for management services.

2. 1200 Park Avenue properties. Tom Bakaly explained that the discussion will focus on the Mawhinney and Offret properties as there have been questions during the process of the conditional use permit review for the permanent skateboard park the Planning Commission. Prior to presenting the Commission with landscaping options which were requested for the Mawhinney parcel, the City Council should review those costs. Staff is recommending demolition of the Offret house consistent with the Parks Master Plan which was adopted by Council a year ago. Turf or landscaping could be planted on the site as a buffer and it is anticipated to install temporary improvements which would mitigate the visual impacts from Park Avenue, including the permanent skateboard park. Mr. Bakaly explained that the pavement would be cut out from the perimeter of the Mawhinney parcel and not planting on the pavement which was originally proposed. An alternative would be to tear up all of the pavement and plant all the way up to the temporary skate park, but it is anticipated that the temporary park will be used until the permanent park is complete. The total cost of demolishing the Offret house and making improvements to the Mawhinney parcel is about \$60,000. There is a funding source available in the Redevelopment Agency Budget and it is not recommended to use City Park funds as these projects were not highly prioritized by the Parks and Recreation Board. The planning of lower Park Avenue is a topic that staff would like direction as it is a high Council priority; Mr. Bakaly referred to a report on lower Park Avenue produced in 1993. A year ago, the City Council elected not to demolish the Offret house.

Fred Jones stated that he supports the direction on the landscaping of the Mawhinney lot and agreed with taking the pavement out as temporary improvements may be there longer than anticipated. Funding from the RDA is appropriate as it will be an improvement to the streetscape rather than funding it with the City Park project funds. He understood that the Offret house has no historical significance and the open space and connection with the park and the Library and Education Center is perhaps a better use than putting money into rehabilitation of a house with few redeeming features. It may make sense to form a task force to arrive at a plan which can be incorporated in the capital improvements plan on specific projects.

Roger Harlan suggested that the Offret house be used by the Fire Department for training purposes. He added that he always felt that a renovation of the Offret house was extremely expensive and didn't support that option. He agreed with Mr. Jones' comments and stated that he served on the 1993 Park Avenue committee. Before another citizen committee is appointed, he suggested that direction be clearly formulated as many of the suggested actions of the study never materialized. Candace Erickson stated that there needs to be a determination of the ultimate plan for the two parcels. If the front of the Mawhinney parcel is landscaped, she feared that kids would linger in the area which may not be desirable. She supports the improvements which will mitigate the current condition of the property for the neighborhood. Ms. Bodell asked for clarification of the

range of \$5,000 to \$23,000 for the demolition of the Offret house indicated in the staff report. Mr. Bakaly explained that that was the range of bids received last year for the Offret house as a part of the demolition of the car dealership and real estate building project. Staff is confident that the cost of demolition would be somewhat less than \$23,000. The driveway would be removed and the parcel would be planted with turf, benches are optional and the plan must be approved by the Planning Commission. Peg Bodell felt there are many available options. She disagreed with Ms. Erickson and felt that a seating area would be a good place for families to *linger* and felt that the area should be used. Mr. Bakaly pointed out that the parcel can not be used for parking without a conditional use permit or a master festival license. Peg Bodell expressed that the Offret house should have been demolished years ago. The Mayor felt that staff has good direction on the demolition and landscaping and asked how Council felt about the formation of a committee for lower Park Avenue. The City Manager explained that staff will provide more detailed proposals on the demolition and the committee. Ms. Bodell brought up the potential use of the property for the Olympics and a legacy project, and Mr. Ross noted that it is uncertain if there will be a need to use that property and the area around the Library and Education Center. The 1993 study included an area from Heber Avenue to Deer Valley Drive and there were a number of recommendations regarding street furniture and public improvements, zoning, and land acquisition. He was sympathetic to Mr. Harlan's comments about recommended actions not occurring but the acquisition of the Mawhinney and Offret properties was a policy direction from the study. The zoning which will be entertained later is the second or third iteration initiated from the study. The entry statement for Park Avenue may require more detail than the 1993 study which was very conceptual and a long-term plan should be confirmed. It would be premature to commit an action on the properties until it is known how they will be used during the Olympics. Ms. Bodell emphasized that she supports minimal investment for the properties as a year from now there will be more information on Olympic sponsors and what can be generated.

Roger Harlan asked Council for assurances that the permanent skateboard park will move forward. The Mayor felt that is a separate issue and really has no bearing on this discussion. Fred Jones also believed that the Planning Commission has made that distinction. Tom Bakaly understood the direction of Council to be to demolish the building; the temporary improvements will be presented to the Planning Commission and staff will proceed if the conditional use permit is approved.

Time did not allow for review of the regular meeting. See regular meeting minutes.

Prepared by Janet M. Scott



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 8, 2000**

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 8, 2000. Members in attendance were Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, and Fred Jones. Shauna Kerr was excused. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Eric DeHaan, City Engineer; Matt Twombly, Landscape Architect; Jon Weidenhamer, Planner; Pat Putt, Planning and Zoning Administrator; and Kirsten Whetstone, Senior Planner.

II PUBLIC INPUT

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

Lower Park Avenue - Chris Larson, Planning Commissioner, pointed out that planning lower Park Avenue has been an issue over several years. The draft before Council this evening contains the HRM zone which was written for lower Park Avenue which he believes provides owners an opportunity to shape their neighborhood. The Planning Commission will probably add a section to the General Plan on guiding philosophy for Park Avenue. Perhaps the committee discussed earlier relates to this effort. See work session notes and public hearing comments.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Miscellaneous staff updates - The City Engineer described UDOT's work plan for the SR248 project in the coming week, including repaving. He pointed out that the striping at Comstock will correct the confusion with the bike path at that intersection. There was discussion about the milling and overlay work on Main Street scheduled the third week of September.

Matt Twombly explained that work on the Farm Trail will begin next week. Myles Rademan discussed Leadership 2000 program activities, including the screening of *Chinatown* on Monday, June 19.

Tom Bakaly reported that staff is recommending closing Marsac Avenue for two days as a part of the transit center construction, which is likely to occur between June 15 and 20. Staff

is attempting to provide notice to property owners and others. It is anticipated that Heber Avenue will be open for the 4th of July.

IV CONSENT AGENDA PUBLIC HEARING

Ordinance approving a plat amendment to combine the south 7.5 feet of Lot 7 and all of Lot 6, Block 53 of the Park City Survey, located at 226 Marsac Avenue, Park City, Utah - Jon Weidenhamer stated that the Planning Commission recommended a positive recommendation to City Council. In response to a question from Roger Harlan regarding the Ivers plat not being recorded, Mr. Weidenhamer explained that the application would still have to go through a conditional use application for steep slopes and at that time, it will be addressed. With no further questions or comments from Council or the public, the public hearing was closed.

V CONSENT AGENDA

The Mayor requested a motion to approve. Roger Harlan, "I so move". Fred Jones seconded. Motion carried.

Peg Bodell	Aye
Roger Harlan	Aye
Candace Erickson	Aye
Fred Jones	Aye
Shauna Kerr	Absent

1. Ordinance approving a plat amendment to combine the south 7.5 feet of Lot 7 and all of Lot 6, Block 53 of the Park City Survey, located at 226 Marsac Avenue, Park City, Utah - See public hearing and staff report.

2. Ordinance authorizing the Mayor to sign a quit-claim deed to Lots 51 and 52 in Eagle Pointe Phase 3 Subdivision - See staff report.

3. Approval of contract with Sear-Brown Group, Inc. for engineering design and professional services related to the design and construction of a traffic signal at Snow Creek Drive at SR224 in an amount not to exceed \$37,000 - See staff report.

VI PUBLIC HEARINGS

1. Land Management Code amendments Phase 1 - Chapter 7 Districts: ROS, POS, HR-2, HRM, HRC, HCB, RCO - Pat Putt explained that Council will hold two public hearings; one on amendments to various zoning districts and the other on rezoning lower Park Avenue and Ontario Avenue and the Marsac area. In the open space zones (ROS and POS), the Planning Commission

attempted to distinguish between the open space for recreation and visual open space. The Protected Open Space Zone is a new category, and although there are no current properties proposed for this designation, it will be available for zoning in the future. The only allowed use in the zone is conservation activity with the possibility of a conditional use permit for a four space or less parking area. Conditional uses are reviewed through a full public hearing process and include trail and trail head improvements, essential municipal utilities, accessory buildings less than 600 square feet, and mines and mine exploration as well as ski tows, lifts, and runs. The ski related amenities would only be approved through a conditional use permit process if they were previously approved as a ski area master plan. The Recreation Open Space Zone has experienced major rewrites, including redefining the purpose statement. Similar to POS, the only allowed use is conservation activity but there are administrative conditional use permit uses, which would not require a public hearing before the Planning Commission. These would include construction of trail heads and trail head improvements, and the installation of recreation equipment. Staff would also review small structures of 600 square feet or less, which is about the size of a two car garage and parking of four spaces or fewer. Conditional uses, requiring a public hearing, include recreational outdoor and trail lighting. Golf courses, recreational sports fields, skating rinks, skateboard parks, and public plazas greater than 600 square feet have been added to the conditional use permit list. He emphasized that the effort here is to define open space that is passive or active and a process which would better accommodate applications before the Planning Commission and Parks and Recreation Board. In response to a question from Peg Bodell, Mr. Putt explained that *passive* and *active* are not defined in the code, but is determined by intensity of use. Roger Harlan asked if staff is comfortable with the limited parking at trail heads. Mr. Putt explained that this provision allows staff a mechanism to alleviate parking problems, i.e., Spiro and Gambel Oak Trails. This is much different than creating a full-scale parking lot at a trail head which would require a public hearing.

Pat Putt explained that the HRM rezone is an attempt to solve land use problems on lower Park Avenue and intended to provide a transition from RC and RM uses. The need for a solution became apparent when access and density became issues for Sullivan Road. The Planning Commission held a number of public hearings which were not well attended. The Commission wanted to create a zone that would re-establish the residential character of lower Park Avenue and also provide for a conditional use process to allow light commercial uses in historic buildings only. The intent is to provide another tool for incentive for historic preservation. The primary changes in the HRM reduces the height from 33 feet to 27 feet and tri-plexes are now a conditional use. The HRM is the old RM zone with an historic denotation which requires structures to meet Historic District Guidelines and incorporates all of the Sullivan Road policies. One of the criteria for commercial uses in historic structures includes meeting parking requirements. The Mayor felt that the intent over the years is to eliminate non-conforming uses and to maintain a residential neighborhood, and questioned reintroducing the impacts of commercial activity. Mr. Putt explained that the applicant would have to provide compliant architectural modifications to the structure and provide parking while preserving the historic integrity of the property. This has not been tested, but the Planning Commission wanted to provide an opportunity to property owners. The Mayor

emphasized that for years the City discouraged the expansion of commercial on lower Park Avenue and is curious about the opinions of fellow Council members. Discussion ensued about a *carrot* for historic preservation. Kirsten Whetstone added that there was discussion by the Planning Commission about mixed uses, which were historic, and there would be disbursement of this use because it is only allowed in historic structures, and would only encompass the area from the entrance at City Park north to 12th Street. Roger Harlan asked the number of historic structures in the area; staff estimated less than 50. Ms. Erickson expressed concern that there may be a use that is overlooked in the land use table. Pat Putt stressed that staff can not provide absolute guarantees without the process being tested. Fred Jones pointed out that parking has to be addressed which may limit the number of applications.

Peg Bodell felt that prohibiting retail is inappropriate. As a prior resident of lower Park Avenue, there are certain features that attract residents. Part of that attraction includes neighborhood gathering places which could include retail or a coffee shop; if there is no parking, patrons would have to walk there. There is a higher density of people living in the area, than for instance in Park Meadows. Lodging is a commercial use in that area, yet there are few services within walking distance. She stated that she would prefer to see those types of uses not just offices. This type of retail would not compete with the type of businesses on Main Street. She encouraged the Council to think of some neighborhoods differently and offer more opportunities for a vision; if not, they will remain the same. Mr. Harlan discussed the deli business on Park Avenue, now occupied by Vie Retreat, which had ample parking and a clientele, but it failed. He felt that owners will be cautious in making a significant investment in a building and the market place will drive the types of businesses that would gravitate to this zone. Peg Bodell added that if there is no parking, it will change the mind-set of people regarding driving everywhere. There are businesses that work and some that don't but new ideas shouldn't be precluded. Fred Jones felt that the relationship to commercial to historic structures eliminates many potential problems because of the cost of renovating historic structures and the size limitations of most of them. The vitality to the street could be a positive feature.

Bill Grannie, out-of-town property owner at 1203 Park Avenue, stated that he and his wife purchased the property in 1992, and are concerned about how the proposed zoning and skateboard park will affect their property. Many years ago, the house was an historic miner's shack, but by the 1990s, it had been expanded to the property lines, and a second floor and double garage had been added. It has been rented as a duplex and it is not currently historical in appearance. Their concern is that there may be severe historic guideline restraints imposed making it difficult to afford upgrading. He strongly believes that lower Park Avenue will never again be an historical area and doubts if many owners still live there, as it appears to be primarily rentals. As activity increases in City Park, the street will be inevitably impacted. Mr. Grannie admitted to not knowing all of the zoning codes, but understood that his property is on the zoning boundary. He didn't feel they have the financial ability to historically rehabilitate the structure but if there is an opportunity for a small

commercial venture, then improving the structure may be an option which they have not explored yet. Staff confirmed that this structure is in the HRM zone.

Kirsten Whetstone explained the boundaries of the HRC zone. Amendments include reduction in height from 35 feet to 32 feet, elimination of the master planned development option, and additional language regarding protection of significant vegetation. The language regarding structures of 2,000 square feet and smaller being allowed commercial uses has been eliminated in the new draft. Retail uses are allowed in structures larger than 2,000 square feet. The HCB zone amendments include the addition of the Swede Alley design criteria, reducing the facade height in Swede Alley, elimination of master planned developments, and bars and taverns will change from an allowed use to a conditional use. There is additional language in the purpose statement addressing adjacent residential uses. She described the location of the HR-2 district which was a combination of overlay zones and staff is recommending a new designation which is slightly different than HR-1 because of sub-zones. Sub-zone A, like HR-1, includes steep slope criteria and Sub-zone B permits the same types of commercial uses discussed for lower Park Avenue in historic structures. Ms. Whetstone added that removing these overlay zones, places City property in the HR-1 zone. She discussed in detail the subterranean proposal in the HR-1 encroaching into the HR-2 which was eliminated in the Planning Commission's recommendation. The Lido Gallery and Meyers Gallery have received approvals through the plat amendment process with the anticipation of proceeding with the subterranean option, and are considered exceptions to the code.

Ms. Whetstone added that setback language indicated on plats for Thaynes Canyon has been incorporated into the code. The Holiday Ranch Home Owners Association requested restricting detached accessory apartments in single family zones which is included in the Planning Commission recommendation. The Planning Commission directed staff to work on review criteria for neighborhood markets in the SF, RD, RDM, and RM zones with criteria, and this concept must go through a public hearing process before the Planning Commission and City Council. The RCO zone now includes bed and breakfast inns, transportation services, helicopter pads, and drive-ins.

With no further comments, the public hearing was closed.

2. Rezone of lower Park Avenue to HRM; rezone of east side of upper Park Avenue to HR-2; and rezone of platted lots south and east of Ontario and Marsac from HR-1 to HRL - See commentary on prior public hearing. Pat Putt stated that these zone changes have been discussed with the Planning Commission and City Council over two years. The property has been posted and legal notices published and there is no requirement to notify every individual property owner. However, over a year ago, the City sent a courtesy notice to each property owner, but there have been no subsequent mailed notices. He relayed that he received a complaint from Leslie Miller regarding notice who was advised that Council will not be taking action tonight.

The rezone in HR-1 to HRL includes the existing HR-1 platted lots south and east of Ontario and Marsac Avenues. The remaining undeveloped platted lots are located in the old Sandridge Heights Subdivision application. The parcels in the area are not proposed for rezoning, only the platted lots. The HR-1 to HRL zone designation was recommended by the Planning Commission primarily because of the Sandridge Heights application which included two-lot combinations. Given the terrain and access situation, the Planning Commission is recommending that larger lot combinations are more appropriate. He reiterated that the lower Park Avenue proposal includes a rezone of all of the RM, and HCB north of 10th Street and south of 15th Street; HR-1 properties on the east side of Park Avenue between 10th and 12th Streets, and a rezone of commercially zoned properties on the general commercial properties on the west side of Park Avenue south of 15th Street to RC. A rezone of the RM north of 15th Street to RC, a rezone to ROS of all estate zoned City properties on Park Avenue, and a rezone to HRM on estate zoned private property adjacent to 1102 and 1114 Park Avenue is also proposed. Ms. Bodell asked why the temporary skateboard park property is zoned HRM rather than ROS like the park. Mr. Putt explained that zoning to HRM would not preclude the City from constructing a skateboard park or a plaza and provided more opportunities should the City decide to sell the property.

With no further comments from the City Council and the public, the Mayor requested a motion to continue the public hearing. Roger Harlan, "I so move". Peg Bodell seconded. Motion carried.

Peg Bodell	Aye
Roger Harlan	Aye
Candace Erickson	Aye
Fred Jones	Aye
Shauna Kerr	Absent

VII ADJOURNMENT

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

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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



Janet M. Scott
Janet M. Scott, City Recorder



COUNCIL STAFF REPORT

DATE: June 8, 2000
DEPARTMENT: Office of Capital Management & Budget
AUTHOR: Tom Bakaly, Director of Capital Management & Budget
TITLE: 1200 Lower Park Avenue Properties (Offret & Mawhinney)
TYPE OF ITEM: Information and Policy Direction - Work Session

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SUMMARY RECOMMENDATION: City Council should do the following:

- 1) Direct Staff to proceed with the demolition of the Offret House in the Summer of 2000 consistent with the City Park Master Plan and make temporary landscape improvements;
- 2) Provide direction to Staff concerning landscape improvements (temporary and/or permanent) to the Mawhinney property to be completed in the Summer of 2000; and
- 3) Clarify the priority and direction of the Lower Park Avenue planning effort and direct staff to return with program outlines, schedules and cost estimates.

DESCRIPTION:

A. Topic: Lower Park Avenue Properties (Offret & Mawhinney) and Planning of Lower Park Avenue

B. Background:

In 1993, the City undertook the Lower Park Avenue Design Review Study (attached under separate cover). The study area included Heber Avenue as the south boundary and the Snowcreek parcel as the north boundary.

The City acquired the Mawhinney and Offret properties (1200 block of Park Avenue) in separate purchases (1997 and 1998) to enhance the visual and pedestrian connection between City Park and the Library and Education Center.

On May 20, 1999 City Council adopted by resolution the revised Master Plan for City Park (attached). As can be seen from the drawing, parking is planned in the current location of the Offret house and a History plaza is planned where the temporary Skateboard Park and fenced-in paved area is located. The area includes the Mawhinney property, formerly Hale Chevrolet, and part of the Offret property, formerly the Century 21 Real Estate Office and hereafter in this staff report this area is simply called the Mawhinney properties (parcel).

On July 15, 1999 City Council directed staff to demolish the Hale car dealership and the adjacent real estate office buildings to make way for the temporary skateboard park. City Council directed staff not to demolish the Offret house and explore using it for affordable housing.

On March 2, 2000, City Council directed staff to proceed with the design of the permanent skateboard park project which is located just east of the Offret and Mawhinney properties. The scope of the contract approved by Council does not include designing the Offret and Mawhinney properties. City Council concurred with the Parks, Recreation & Beautification Board (PRBB) that the skateboard park should be the focus of the Summer of 2000 projects, and other PRBB prioritized parks projects (recreation building) should be put on hold until the skateboard park is completed. A majority of City Council seemed comfortable that the permanent skateboard park might not be completed until the Summer of 2001 in order to give enough time for the Planning Commission to review the project. The parking and history plaza (1200 block of Park Avenue) were not prioritized as high as the recreation building by the PRBB, and are not scheduled for construction within the next two years.

On May 12, 2000 Staff sent City Council a manager's report letter in response to questions raised about the disposition of the Offret House and the Mawhinney parcel located in the 1200 block of Park Avenue.

On May 24, 2000 the Planning Commission held a public hearing and conducted a review of the conditional use permit (CUP) for the permanent skateboard park. The Planning Commission has stated that they will not review the skateboard park in the context of a review of the entire City Park Master Plan. However, members of the Planning Commission have stated that the use of the Mawhinney parcel will be applicable to the Conditional Use Permit review of the permanent skateboard park.

On June 1st Planning Commission members, the chair of the PRBB, Staff and the City Council members that are the liaisons to those two boards met regarding this issue. Landscaping of the Mawhinney property, as opposed to use, was discussed in detail. There seemed to be general agreement that the West (Park Avenue) and South (Sullivan & Park Ave.) borders of the Mawhinney lot needed to be landscaped this summer when construction on the permanent skateboard park is scheduled to begin. There was further discussion that the rest of the Mawhinney lot needed to be planned in conjunction with the rest of the Lower Park Avenue area. Planning Commission members requested that City Council direct them to study this area and make recommendations as possible revisions to the General Plan.

C. Analysis:

City Council Goals: At its retreat in January and follow-up retreat in March, City Council identified Park Avenue and City Park Master Plan as a top priority. The only capital improvements staff is currently planning relating to this goal prior to the Olympics are the permanent skateboard park and an overlay of Park Avenue.

Olympics & Construction Timing: Completing the permanent skateboard park, allowing for continuous skateboarding (alternating between temporary and permanent skateboard parks), and completing the permanent landscaping improvements to the 1200 block of Park Ave. as contemplated by the City Park Master Plan by the Fall of 2001 will require immediate Council re-prioritization of CIP projects and project management direction for Staff. Some City Council members have expressed interest in the Mawhinney property due to planned temporary use during the Olympics. Staff believes that the property can be effectively used during the Olympics in its current paved state or "grassed over." Staff does not anticipate that the existing Offret house will be requested for use during the Olympics.

Permanent Skateboard Park: The permanent skateboard park is coming before the Planning Commission for another public hearing and possible CUP approval on June 14, 2000. If approval is received on that date, it is likely that construction will begin on the skateboard park this summer. It is also likely that the CUP will have several conditions of approval, including the requirement that visual and sound impacts be mitigated by landscaping improvements to the Mawhinney and Offret (if house is demolished) properties. Staff is confident that these improvements can be completed this Summer if clear direction from Council is given on June 8, 2000.

Offret Property:

As mentioned earlier, the properties were purchased to enhance the visual and pedestrian connection between City Park and the Library and Education Center. The Offret house was not torn down so that the City could explore its use as affordable housing. In performing that analysis, City Staff and representatives from Mountainlands Community Housing Trust (Mountainlands) realized that there was a large difference between bringing the house up to code and making it liveable. In order to make this home a nice place to live, it will cost roughly \$75,000 - \$100,000. With Capital Improvement Program (CIP) funds limited, Staff is not convinced that expending that kind of money on the Offret house would be the best "bang for the buck" for affordable housing especially since the City paid approximately \$400,000 to acquire the property as parkland. While Mountainlands would like to see the house used for affordable housing rather than demolished, they understand Staff's position. In addition, management resources (City and Mountainlands) are more limited than a year ago.

If Council would like to demolish the house, staff recommends doing so this summer and coordinating the landscaping improvements with adjacent lots. Staff intends to coordinate improvements with the neighbor to the north as well as the Mawhinney improvements. Please see the attached landscaping plan for an idea of what all three lots might look like. Please note that the ongoing costs of maintaining landscaping at the Offret property are not currently in the operating budget.

Mawhinney Property:

The question of what to do with the Hale/Mawhinney property is really one of timing. It is likely that something that will need to be done with the west and south perimeter of the property to comply with an expected condition of approval for the skateboard park CUP. As can be seen from the alternatives, there are varying degrees of improvements that could be made. Those improvement range from trees in pots to removing pavement and planting trees. Allowing continuous skating on the temporary skateboard park while the permanent park is under construction and improvements are being made to Mawhinney is something that must be kept in mind. Therefore, staff recommends that the pavement remain in place until the final outcome of the area can be effectively planned. While there are soils issues involved with removing the pavement, they can be effectively mitigated with topsoil. Given all the demands on the City and its boards and commissions, planning this area could take a while. Instead, staff proposes that irrigated landscaping improvements be made by placing topsoil on the pavement as shown in the attached landscape drawings. Please note that no operating funds are budgeted for ongoing maintenance costs.

Lower Park Avenue Planning:

In order to currently use the Mawhinney property that City must first get a conditional use permit or include the proposed use in a Master Festival License (MFL). Please note that all Department Heads and Mid Managers have been recently notified of this fact. The Planning Commission is of the opinion that the lot should not be used until its use has been incorporated into the General Plan. The original decision to pave the lot was one of convenience and expediency in completing the temporary skateboard park so that it could be used in the Summer of 1999. Staff did not necessarily intend to create a parking lot, although a portion of the property is planned for that use in the City Park Master Plan.

The City Council has established as a top priority the goal of planning Lower Park Avenue. Park Avenue has been the subject of several planning efforts over the last several years. The efforts addressed:

- land use and zoning;
- Redevelopment;
- traffic calming;
- historic preservation;
- Olympic planning
- street design;
- land acquisition;
- and parks and recreation master planning.

At least one member of the Planning Commission has suggested incorporating the Park Avenue Plan into the General Plan. The CDD staff favors an approach to Park Avenue planning more like the Main Street Action Plan which involved a task force working with citizens, staff and a consultant to prepare detailed designs, implementation programs and funding strategies. City commissions such as the Planning Commission, Historic District Commission and the Parks, Recreation, Beautification Board could have representatives on such a task force when

applicable. Please note this planning effort is not currently part of the Community Development Department's (CDD) work plan and the resources in the general fund are limited for consultants. The area is in the Lower Park Avenue RDA which has some money which could be used for planning and implementation. City Council may wish clarify the priority and direction of this planning effort. Staff could then return with schedules and cost estimates.

D. Department Review:

This staff report and/or concepts contained in the report have been reviewed by Community Development (Engineering & Planning), the City Manager's Office, Leisure Services, Office of Olympic Services, and the Office of Capital Management and Budget. In May, Department Heads representing all departments met and discussed this issue. It was the consensus of that group that the Offret house should be demolished and the Mawhinney landscaping improvements (including removal of the pavement) should be the long-term goal for the site.

ALTERNATIVES:

Offret House: Listed below are policy alternatives related to the Offret Property:

- 1) Do Nothing.
- 2) Defer Action - Council may wish to defer any action until the Lower Park Avenue area is further planned.
- 3) Demolish the Offret house - Council may want to demolish the house and make temporary landscaping improvements consistent with the Mawhinney parcel. Please see attached landscape drawings. The cost of this alternative would be \$15,000 - \$38,000, and could be completed during the Summer of 2000. This is Staff's recommendation.
- 4) Restore Offret house - Council could direct Staff to restore the Offret house for use as affordable housing. If Council selects this alternative, the City Park Master Plan should be changed to reflect this use. If this alternative is selected, Staff recommends making an investment in the project (\$75,000 - \$100,000) consistent with the quality of other City capital expenditures in the area. If Council selects this alternative, Council should provide direction on whether the City should have Staff manage construction and administer use of the house or contract out for those services with Mountainlands.

Mawhinney: Listed below are policy alternatives related to the Mawhinney Property:

- 1) Do Nothing - This action will likely require a City Council "call up" of the skateboard park CUP in order to occupy the permanent skateboard park.
- 2) Defer Action - Do not make any improvements until the Lower Park Avenue area is permanently planned and the permanent skateboard park is complete. This action will likely require a City Council "call up" of the skateboard park CUP to occupy the skateboard park.

- 3) Make temporary (1 season) landscaping improvements - The improvements would include placing trees in pots around the west and south perimeter of the property. The trees would need to be transplanted elsewhere in the Fall to survive the Winter.
- 4) Make temporary (3 years) landscaping improvements - The improvements would include irrigation and placing soil on top of the existing pavement around the west and south edges of the property. The rest of the property would remain paved until the area was planned and designed over the next few years. Please see attached landscape drawings. The construction cost of this alternative would be \$20,000 - \$25,000, and should be completed during the Summer of 2000 to comply with the Planning Commission's expected condition of approval for the skateboard park CUP. Maintenance costs for this alternative are currently not budgeted. This is Staff's recommendation.
- 5) Make temporary (possibly permanent improvements) - Remove pavement up to the temporary skateboard park, mitigate soils issues with topsoil, irrigate, plant grass and landscaping around boundaries of the property. Staff would be equally comfortable recommending this alternative. This alternative would cost significantly more than the temporary solutions.

Lower Park Avenue Planning:

- 1) Do Nothing - Council may want to consider amending their top priority goal of planning the Lower Park Avenue area if they pursue this alternative.
- 2) Request the Planning Commission to study and make recommendations concerning the entire Lower Park Avenue area. This study could be done in conjunction with the Parks, Recreation & Beautification Board (PRBB) where applicable.
- 3) City Council could clarify the priority and direction of this planning effort and direct staff to return with program outlines, schedules and cost estimates. This is staff's recommendation.

SIGNIFICANT IMPACTS:

Listed below are the estimated construction costs of possible options (maintenance costs are not budgeted or estimated). The total estimated maximum cost of staff's recommendation to demolish the Offret house, make temporary landscape improvements to the Offret property and make temporary landscape improvements (3 years) to Mawhinney is \$63,000.

Demolition of Offret House*	\$5,000 - \$23,000
Restore Offret House (Liveable)	\$75,000 - \$100,000
Restore Offret House (Code Compliance)	\$10,000 - \$20,000
Temporary Landscaping (1 season) - Mawhinney	\$10,000 - \$15,000
Temporary Landscaping (3 year) - Mawhinney*	\$20,000 - \$25,000
Temporary/Permanent Landscaping - Mawhinney	\$50,000 - \$75,000
Temporary Landscaping - Offret*	\$10,000 - \$15,000

* Denotes Staff's recommended action

Offret Property: The accounts listed below are the ones Staff recommends using to fund improvements depending upon the policy direction Council pursues.

Demolition: The Park Avenue Redevelopment Parcel project (Project #714) has \$68,000 available for demolition. The large range in cost represents bids received last year to demolish the house.

Landscaping: The Park Avenue Redevelopment Parcel project (Project #714) has a budget of \$68,000 available that could be used in part for landscaping.

Restoration: The Affordable Housing project (Project #445) has a budget of roughly \$400,000 available that could be used in part for restoration.

Maintenance Costs: City Council will need to appropriate additional funds or reprioritize existing parks maintenance services to maintain additional landscaping.

Mawhinney: The accounts listed below are the ones Staff recommends using to fund improvements depending upon the policy direction Council pursues. Please note that the City Park account (Project #48), which includes the permanent skateboard park, is not included because the improvements to Mawhinney were not highly prioritized by the PRBB. For Council's information, there is roughly \$1 million in the City Park account. Current estimates are that the skateboard park will cost roughly \$400,000. If Council chooses to use City Park Funds for any of the proposed Offret/Mawhinney improvements, they may want to confer with the PRBB first as use of City Park funds on these projects would preclude use of funds on other higher priority PRBB projects.

Landscaping: The Lower Park Avenue project (Project #485) has a budget of roughly \$383,000 available that could be used in part for landscaping.

Maintenance Costs: City Council will need to appropriate additional funds or reprioritize existing parks maintenance services to maintain additional landscaping.

Lower Park Avenue Planning: The Lower Park Avenue project (Project #485) has a budget of \$383,000 available for contracting out planning efforts if Council so desired.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

Both properties in the 1200 block of Park avenue Lower Park Avenue would remain in their current condition. Depending on what action Council took, a City Council "call up" of the skateboard park CUP may be necessary in order to occupy the permanent skateboard park.

RECOMMENDATION:

- 1) Direct staff to proceed with the demolition of the Offret House consistent with the City Park Master Plan and make temporary landscaping improvements.
- 2) Provide direction to Staff concerning landscape improvements (temporary and/or permanent) to the Mawhinney property.
- 3) Clarify the priority and direction of the Lower Park Avenue planning effort and direct staff to return with program outlines, schedules and cost estimates.

Attachments:

Lower Park Avenue Design Study (Separate cover)
City Park Master Plan
Landscaping Alternatives



Resolution No. 11-99

**RESOLUTION ADOPTING A REVISED MASTER PLAN
FOR CITY PARK, PARK CITY, UTAH**

WHEREAS, a Park City Parks Master Plan was adopted on July 15, 1982, as a guideline for recreation development, and the City Council deems it in the best interest of the community to update the existing plan by recommending amendments that better meet the current and future needs of residents; and

WHEREAS, those changes differ significantly from the existing plan and call for the designation of the south end of the park to be changed from "PASSIVE" use to "ACTIVE" use; and

WHEREAS, the Parks, Recreation, and Beautification Advisory Board held several public work sessions and stakeholder meetings with interested citizen groups on proposed revisions to the City Park Master Plan over several months; and

WHEREAS, public input in support of the revised Master Plan was rendered at a noticed meeting of the Parks, Recreation, and Beautification Advisory Board held on January 20, 1999 and a noticed Capital Improvement Program Open House held on February 17, 1999;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council as follows:

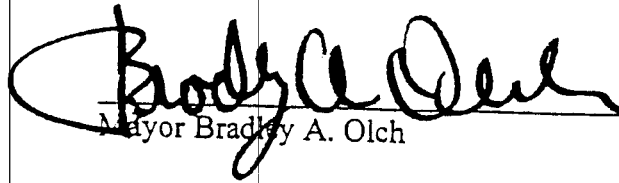
SECTION 1. MASTER PLAN ADOPTED. The attached Exhibit "A", Master Plan for City Park, dated October 1998 and revised November 1998, is hereby adopted by the City Council of Park City, Utah.

- (a) Staff is hereby directed to continue with its planning efforts on the City Park Master Plan, and consider the south end of the park for "ACTIVE" uses, as described on Exhibit "A".
- (b) Staff is further directed to abide by the all regulations of the City by applying for and receiving appropriate approvals prior to commencing with any improvements to City Park.
- (c) The City Park Master Plan is only a conceptual plan, and subject to change. The funding or construction of any specific component of this plan will not occur without City Council approval.

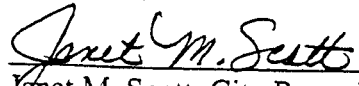
SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 20th day of May, 1999.

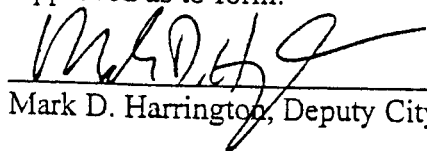
PARK CITY MUNICIPAL CORPORATION

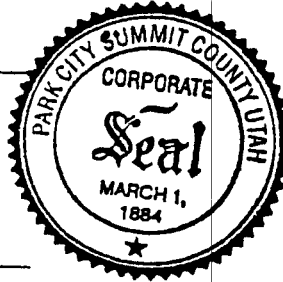

Mayor Bradley A. Olch

Attest:


Janet M. Scott, City Recorder

Approved as to form:


Mark D. Harrington, Deputy City Attorney



Conceptual Master Plan City Park

Park City, Utah

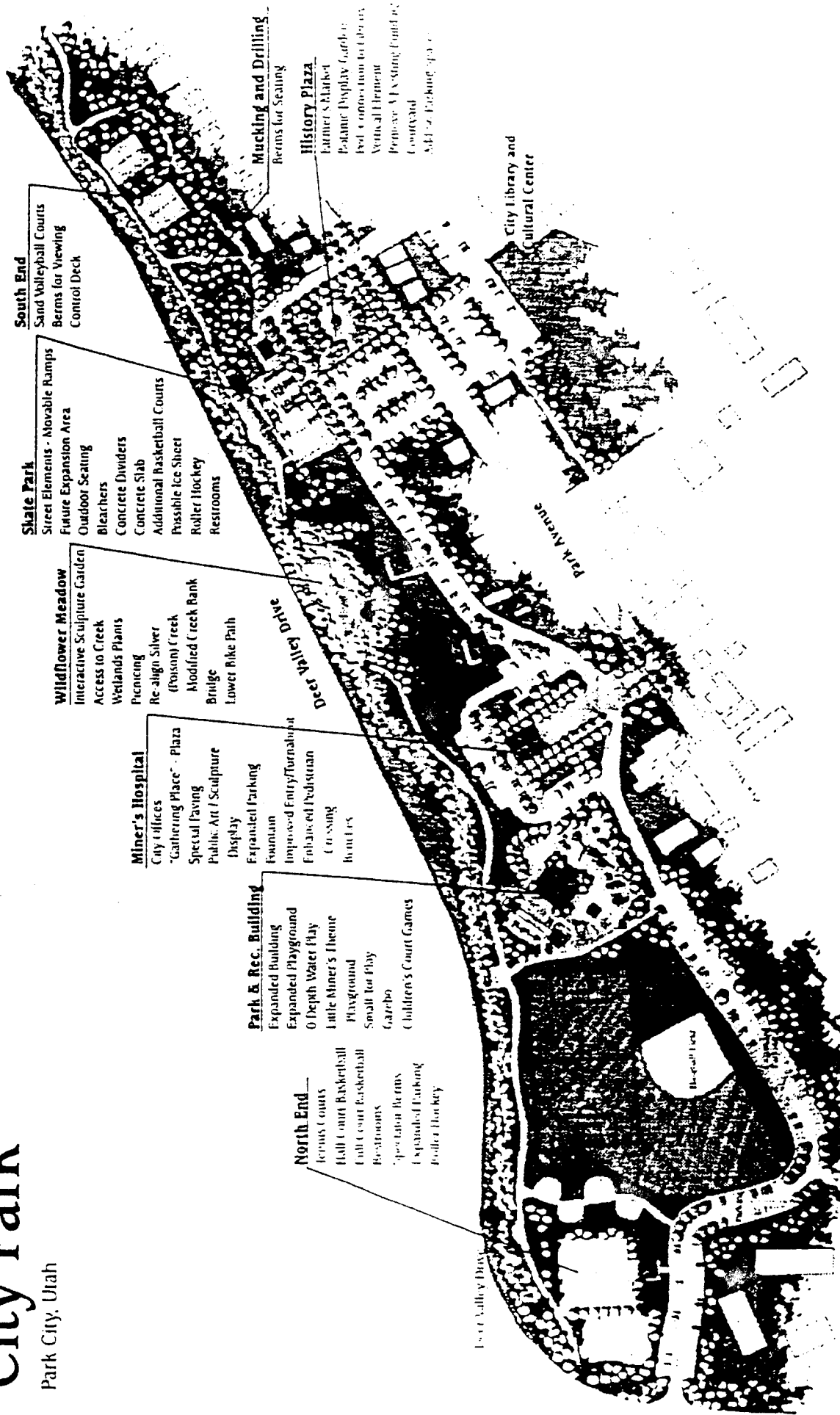
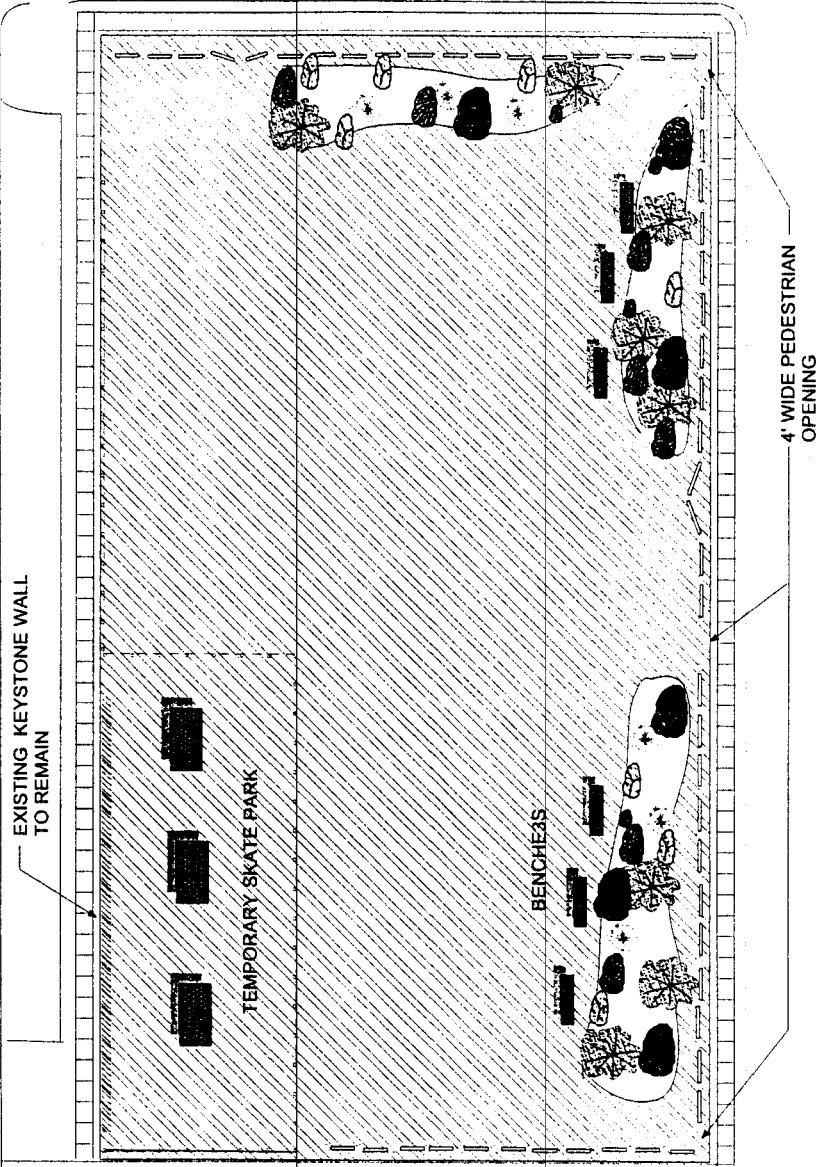


Exhibit A
Dated October 1998
Revised November 1998

REALIGNMENT FOR
SKATE PARK

SULLIVAN ROAD



11 SHADE/ORNAMENTAL TREES
6 SPRUCE/EVERGREEN TREES
BOULDERS, SHRUBS, FLOWERS IN BEDS
SEE SHEET 2/2. SIZES AND QUANTITIES
NOT YET DETERMINED

PARK AVENUE

EXISTING TREES
TO REMAIN



NOT TO SCALE

TEMPORARY LANDSCAPE PLAN

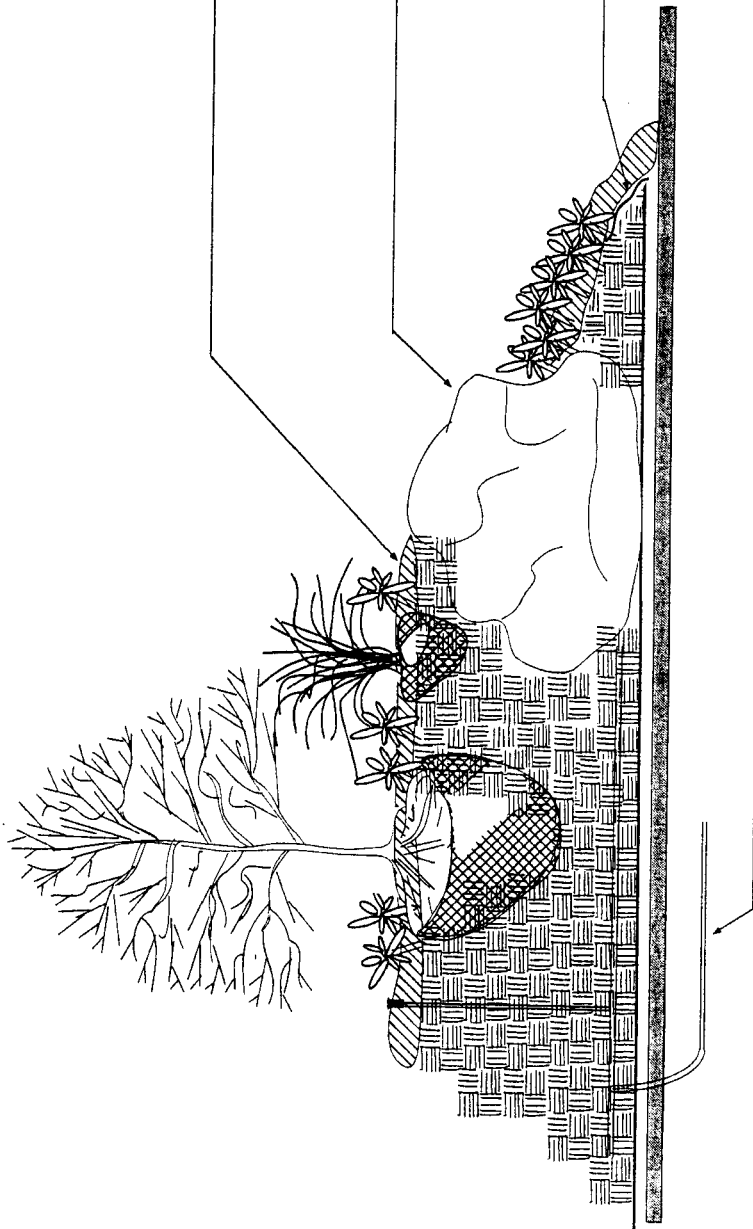
design by: PARK CITY OFFICE OF CAPITAL MANAGEMENT AND BUDGET

REVISIONS	DATE	BY	CHKD

SCALE
1" = 10' - 0"



SHEET
1 of 2



CONTRACTOR TO SUPPLY AND INSTALL ALL MATERIALS EXCEPT FLOWERS. FLOWERS TO BE INSTALLED BY CITY GARDENER.

ALL TREES AND SHRUBS SHALL BE AS SPECIFIED AND CONFORM TO THE AMERICAN NURSERYMAN'S STANDARDS. ALL TREES AND SHRUBS WILL BE INSTALLED UNDER THE DIRECTION OF THE CITY'S REPRESENTATIVE.

A ONE (1) QUART REPRESENTATIVE SAMPLE OF MULCH SHALL BE SUBMITTED AND APPROVED PRIOR TO DELIVERY TO THE SITE. MULCH SHALL BE PLACED AFTER PLANTING AT 3" DEPTH OVER ALL BEDS

BOULDERS, TOPSOIL, PLANTING TO BE PLACED AFTER FILTER FABRIC AND UNDER THE DIRECTION OF THE CITY'S REPRESENTATIVE. TOPSOIL SHALL MEET PARK CITY CONSTRUCTION SPECIFICATIONS (Latest Ed.). BOULDERS TO BE 2' X 2' MIN.

FILTER FABRIC LAID OVER ASPHALT WRAP ENDS OVER TOPSOIL. MULCH TO COVER FILTER FABRIC ENDS.

IRRIGATION TO BE CUT INTO ASPHALT THEN STUBBED UP AND RUN THROUGH BEDS ON TOP OF FILTER FABRIC UNDER THE DIRECTION OF THE CITY'S REPRESENTATIVE.

NOT TO SCALE

TEMPORARY LANDSCAPE PLAN 2
DETAIL

design by: PARK CITY OFFICE OF CAPITAL MANAGEMENT AND BUDGET

REVISIONS	
DATE	BY
5/29/00	MA
DESIGN	MA
CHECKED	

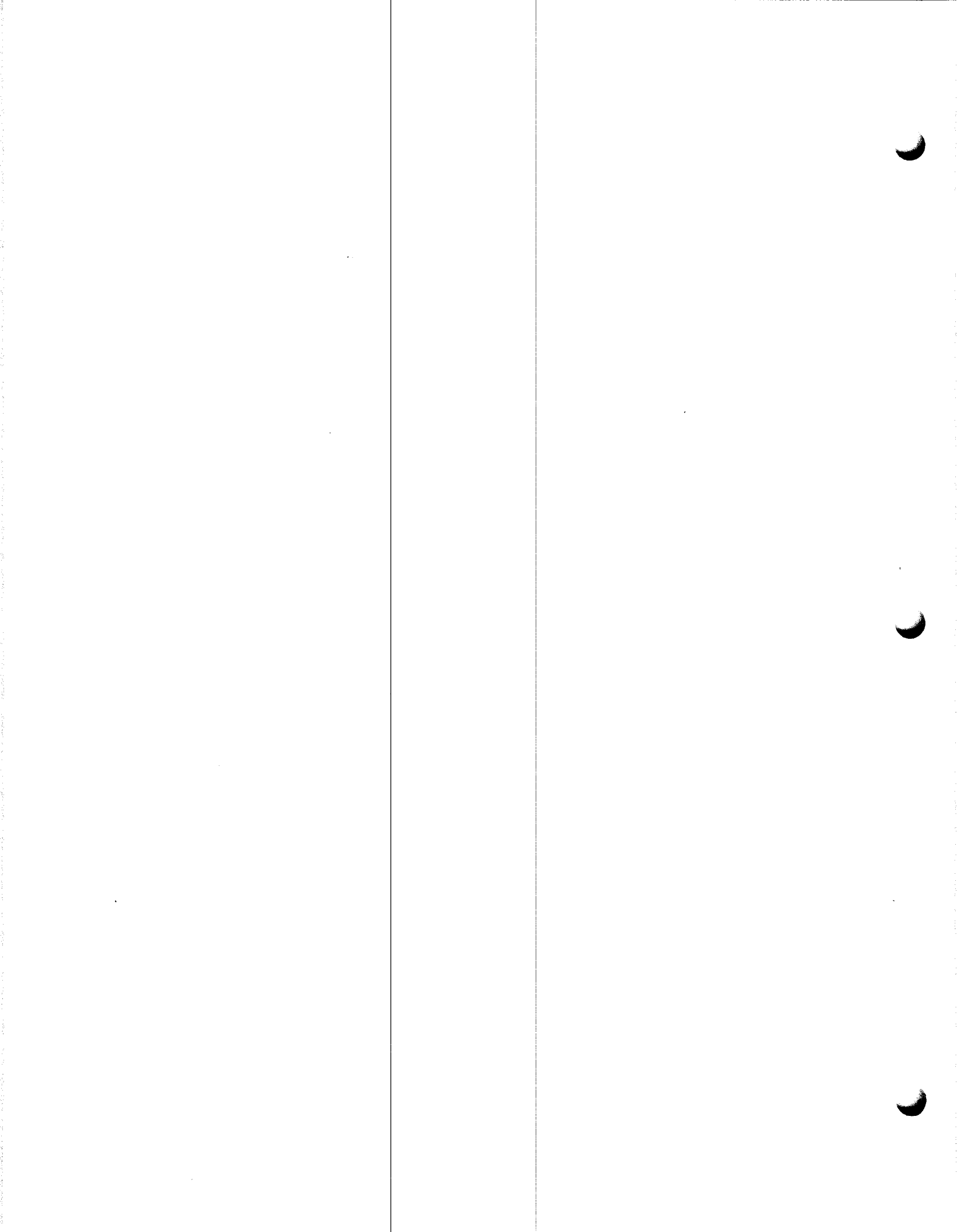
SCALE

1" = 10' - 0"



SHEET
3 of 3

MEETING RECOMMENDATIONS



CITY COUNCIL STAFF REPORT

DATE: June 8, 2000
DEPARTMENT: Planning Department
AUTHOR: Jonathan Weidenhamer
TITLE: 226 Marsac Avenue - Plat Amendment
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Staff recommends that the City Council conduct a public hearing, consider any public comment, and approve the proposed Plat Amendment to combine the south 7.5' of lot 7 and all of lot 6, block 53 of the Park City Survey, into a single lot as conditioned.

A. TOPIC

Project Name: 226 Marsac Avenue Plat Amendment
Applicant: Dan Christensen; Commercial Mortgage and Investment, LLC
Location: 226 Marsac Avenue (Jack Hammer House)
Zoning: Historic Residential District (HR-1)
Adjacent Land Uses: Residential
Project Planner: Jonathan Weidenhamer

B. BACKGROUND

The applicant has submitted an application to combine the south 7.5' of lot 7 and all of lot 6, block 53 of the Park City Survey, into a single lot. The purpose of the Plat Amendment is to combine the one and one third lots to accommodate construction. The applicant is proposing to build an addition and a garage/carport on the uphill, eastern portion of the property, above the existing non-historic single-family dwelling. Once built, the addition will occupy most of the eastern, front yard of the lot (fronting Ontario Avenue). The Board of Adjustment, at their May 16, 2000 meeting, asked Staff to prepare findings to support a variance to approve the applicant's request to allow the reduction of their front yard setback from the prescribed ten foot minimum to zero feet. This action is scheduled for approval at the next Board of Adjustment meeting scheduled July 11, 2000. The Planning Commission forwarded a positive recommendation to approve this Plat Amendment at their May 24, 2000 meeting.

C. ANALYSIS

The proposed Plat Amendment complies with the HR-1 District regulations and does not increase the density on the lot. In addition to the Variance and Plat Amendment, the applicant is also seeking a Conditional Use Permit for construction on a steep slope, and Historic District design review. Prior to beginning any construction, the applicant will be required to receive a Plat Amendment to combine lots 6 and 7, receive a Conditional Use Permit for construction on a slope of over 30%, and have the proposal reviewed according to the Historic District Design

Guidelines as it is located within the Historic Residential (HR-1) zone.

This property sits between platted Marsac Avenue and existing Ontario Avenue. Ontario does not exist in its platted right-of-way. The applicant is proposing to gain access to his lot from Ontario over a small portion of the Ivers Replat. The Ivers Replat at 201 Ontario Avenue contemplates the dedication of right-of-way at 226 Marsac Avenue for Ontario (see Exhibit E). Before any construction can take place, the Ivers Replat must be recorded, so the City can approve access from Ontario over what is otherwise Ivers' property. The Ivers Replat was approved by City Council on February 10, 2000, and shall expire one year from that date unless recorded.

Plat Amendments require discretionary approval by the City. Pursuant to the Land Management Code, and state subdivision statutes, the Commission must be able to conclude that there is good cause for the amendment, and neither the public nor any person will be materially injured by the proposed Plat Amendment. The Community Development Department finds that the lot combination is in compliance with the Land Management Code, and supports the Plat Amendment.

D. NOTICE

Notice of this hearing was sent to property owners within 300' on April 28, 2000 and published in the Park Record as part of the Plat Amendment procedure. At the time of this report, no formal comments have been filed.

E. DEPARTMENT REVIEW

The Community Development Department has reviewed this request. The City Attorney's Office will review the plat prior to recordation. The request has been discussed at a Staff Review Meeting, where representatives from local utility companies and City Staff were in attendance and found it to be in conformance with all requisite City development codes of which we are currently aware.

ALTERNATIVES

- A. The City Council may approve the proposed plat amendment to combine the south 7.5' of lot 7 and all of lot 6, block 53 of the Park City Survey, into a single lot.
- B. Deny the plat amendment and retain the original Record of Survey which would prohibit the applicant from making the proposed modifications to the existing structure.
- C. Continue the item and request further evaluation from the Staff.

SIGNIFICANT IMPACTS:

The proposed amendment will result in one (1) lot which will meet the lot requirement for the HR-1 District. The plat amendment will not increase the density of the lot.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the plat amendment is not approved as proposed, the original Record of Survey will be maintained, prohibiting the applicant from making the proposed modifications to the existing structure.

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing, consider any public input, and consider Staff's recommendation to approve a Plat Amendment to combine the south 7.5' of lot 7 and all of lot 6, block 53 of the Park City Survey, into a single lot based on the following:

Findings of Fact:

1. The property is located in the Historic Residential District (HR-1).
2. The amendment will combine the south 7.5' of lot 7 and all of lot 6, block 53 of the Park City Survey into a single lot to allow for the construction of a garage/carport.
3. The lots are occupied by an existing non-historic dwelling which currently has access from stairs off Marsac Avenue. The stairs are old and in disrepair. The stairs do not serve the general public but instead serve only a limited number of homes. There is no connection of these stairs to Ontario Avenue via a public easement.
4. The plat amendment will not increase density on the lot.
5. Board of Adjustment will review the Applicant's application for a variance for reduction of front yard setback on July 11, 2000.
6. The Planning Commission forwarded a positive recommendation to approve this Plat Amendment at their May 24, 2000 meeting.
7. The Applicant stipulates to all conditions of approval.
8. The facts discussed in the Background and Analysis sections are incorporated herein.

Conclusions of Law:

1. There is good cause for the amendment.
2. Neither the public nor any person will be materially injured by the proposed plat amendment.
3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and State subdivision requirements.

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the Plat Amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.
2. All standard project conditions and Land Management Code criteria for review shall apply.
3. The final plat shall be recorded at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, the approval and plat shall be considered void.
4. No remnant lot created is separately developable.
5. A ten (10) foot non-exclusive snow storage easement along Ontario Avenue shall be dedicated to the City on the plat. This easement may be eliminated for areas covered by an approved building.
6. Prior to any construction, a conditional use permit for construction on a steep slope shall be approved by the Planning Commission.
7. Prior to any construction, the proposal shall be reviewed according to the Historic District Design Guidelines.
8. A building permit will not be issued prior to recordation of the Plat Amendment.
9. Prior to any construction, a variance to permit the reduction of front yard setback from the prescribed ten foot minimum to zero feet shall be approved by the Board of Adjustment.

EXHIBITS:

- Exhibit A - Location Map
- Exhibit B - Existing/Proposed Plat
- Exhibit C - 226 Marsac Section Plat
- Exhibit D - Ivers Replat
- Exhibit E - Standard Conditions of Approval

226 Marsac Ave.

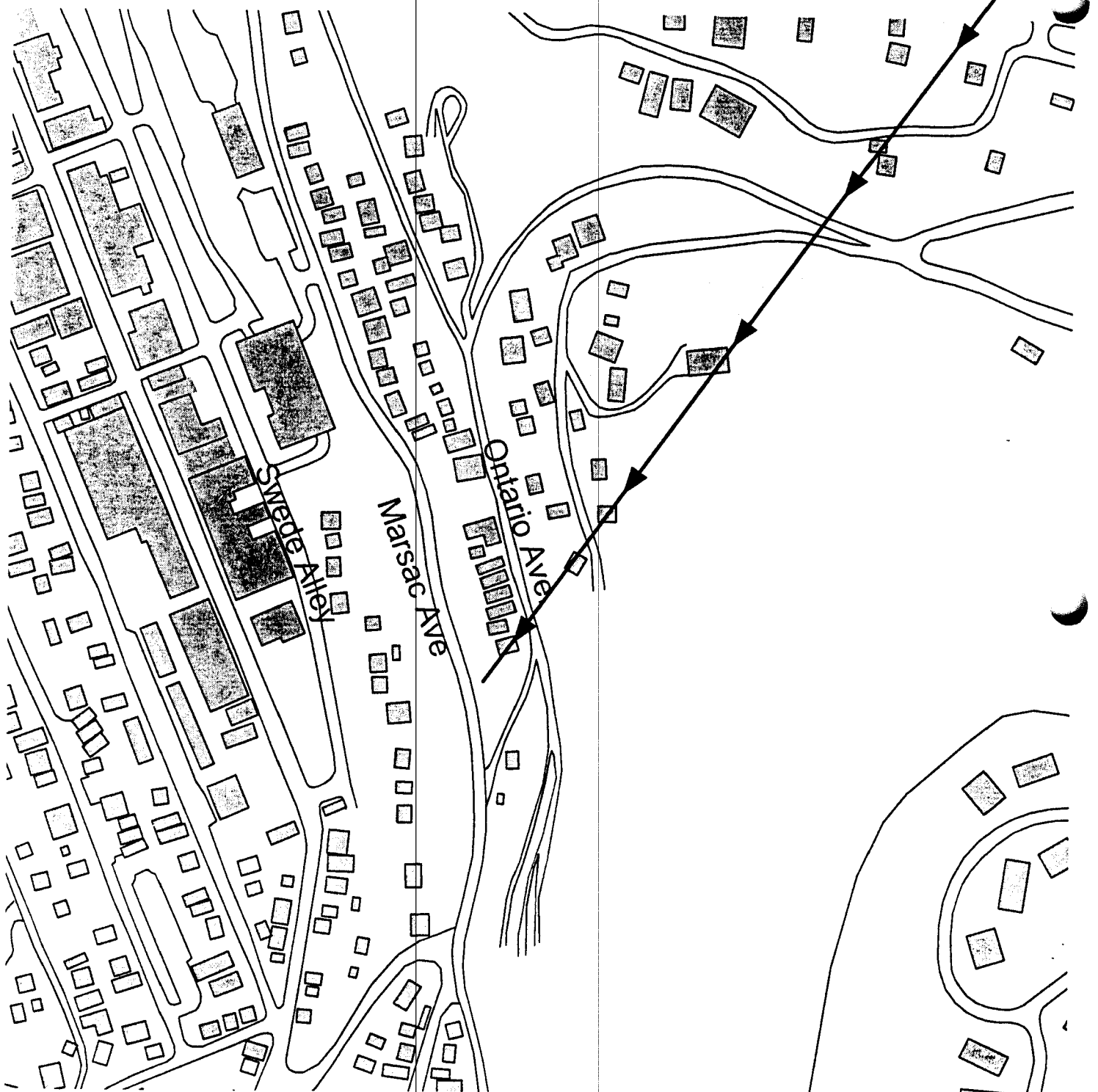


Exhibit A Vicinity Map

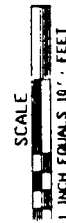
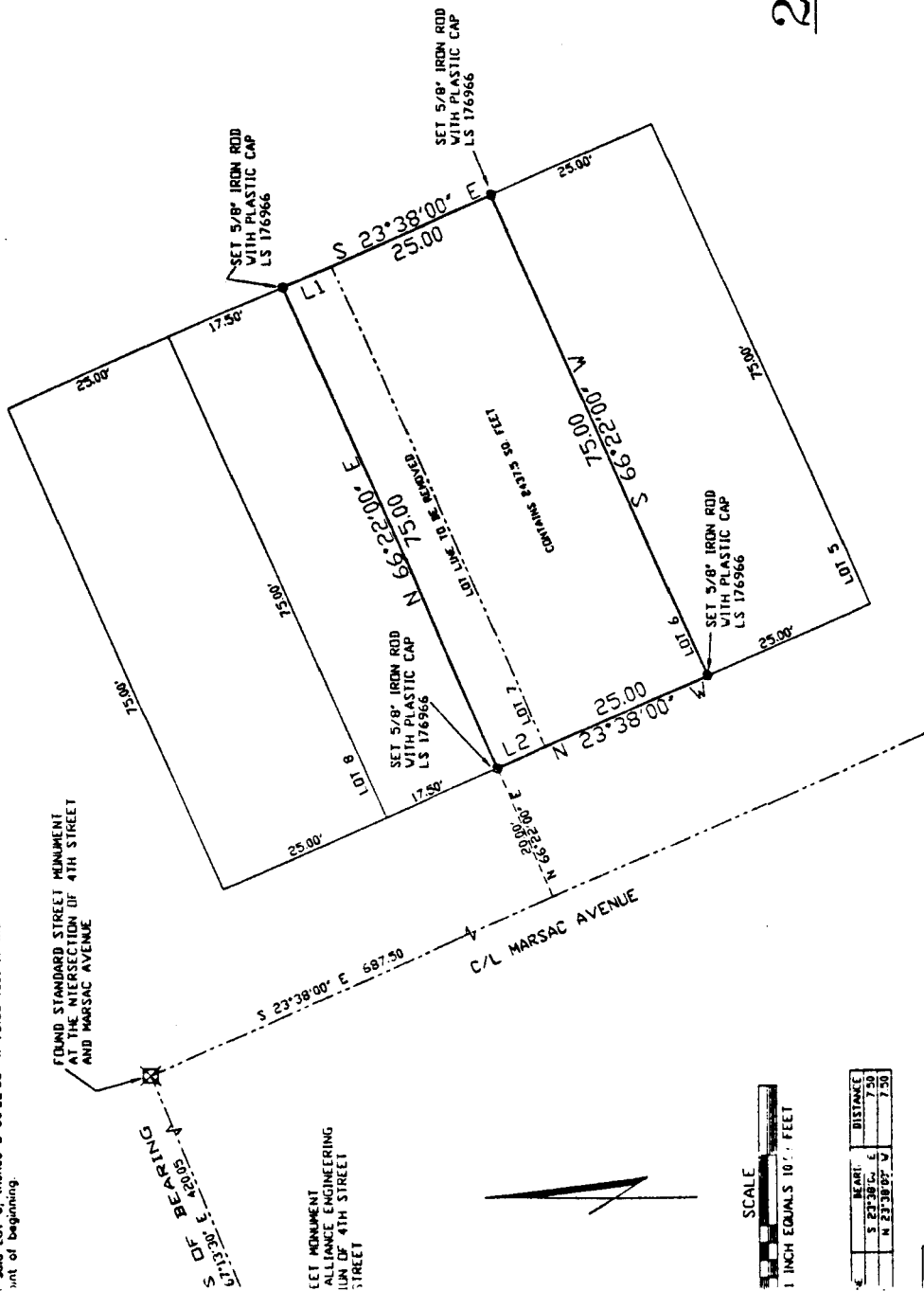


I, M. Harmon, am a Registered Surveyor and that I hold License No. 176966, as prescribed by the laws of the State of Utah, and that this plat was prepared under my direction and in accordance with the requirements of the Park City Municipal Corporation. I further certify that this plat accurately represents the surveyed property.

Jack M. Harmon

Date

LEGAL DESCRIPTION
Beginning at the Southwest corner LOT 6, BLOCK 53, PARK CITY SURVEY, AMENDMENT TO SHEET 3, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, and running thence N 41° 10' 00" W 32.50 feet; thence N 66° 22' 00" E 75.00 feet; thence S 23° 38' 00" E 32.50 feet to the Southeast corner of said LOT 6; thence S 66° 22' 00" W 75.00 feet to the point of beginning.



MARK	DISTANCE
S 23° 38' 00" E	7.50
N 66° 22' 00" W	7.50

226 Street address on Marsac Avenue

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS
Liability Company, owner of the herein described property, have caused this plat to be recorded in the office of the Summit County Recorder, and in accordance with the requirements of the Park City Municipal Corporation, to dedicate to the public use of the City of Park City, the streets, land for local utilities and easements shown on the plat, irrevocable offer of dedication.

In witness whereof, the undersigned:
_____, 1999.

By: _____
Dan Christensen
Commercial Mortgage and Investment.

AC

State of Utah:
County of Summit:

On this _____ day of _____
appeared before me, the undersigned Notary Public, being duly sworn, Dan Christensen, acknowledged Commercial Mortgage and Investment, and stated therein and that he signed the above and voluntarily.

Notary Public

My commission expires: _____

LOT LINE AMEN

226 MARSAC AVENUE

LOCATED IN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 10 EAST, AND MERIDIAN, PARK CITY.

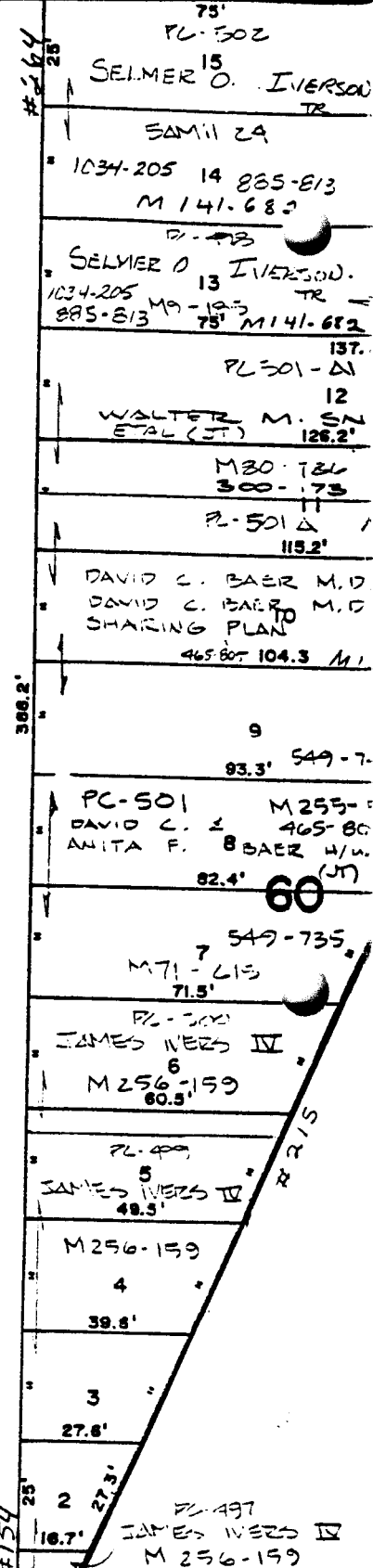
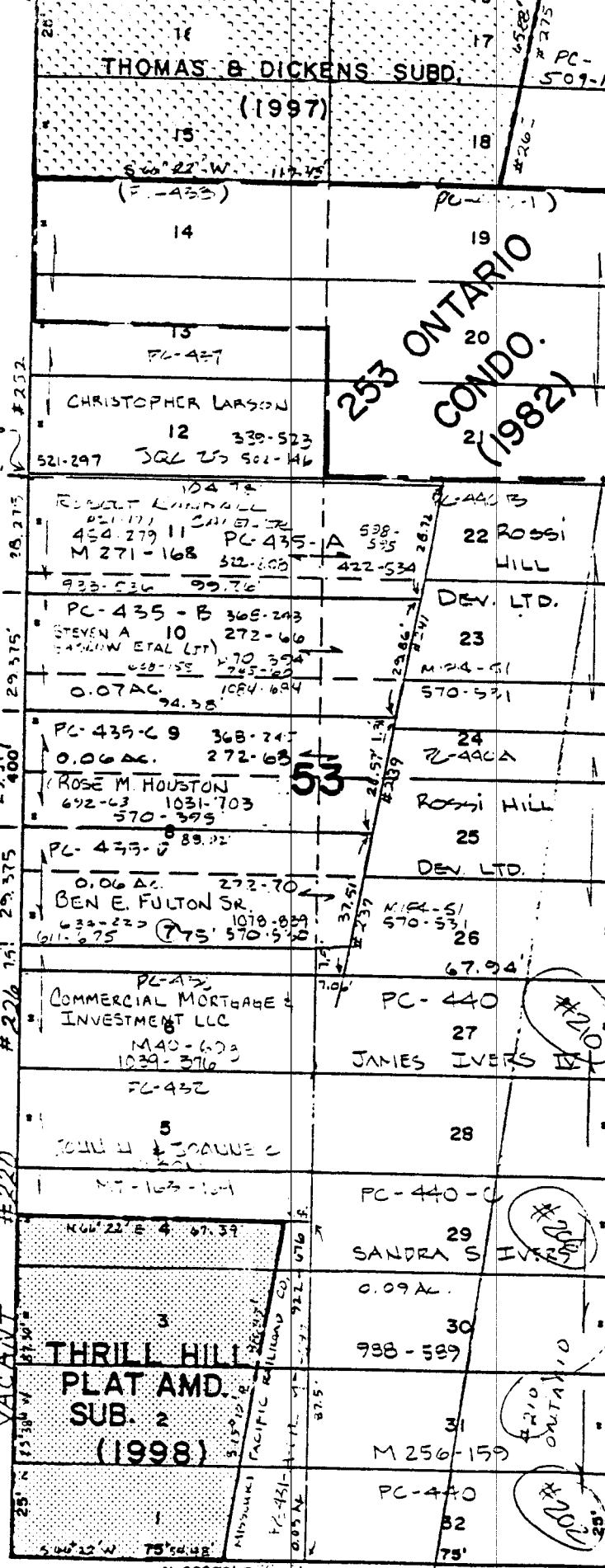
Exhibit B
24

LAND SURVEYING T. REDDEN RD. UTAH 84098		SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS DAY OF _____ 1999 A.D.		PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS DAY OF _____ 1999 A.D.		ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS DAY OF _____ 1999 A.D.		APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____ 1999 A.D.		CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ 1999 A.D.		COUNCIL APPROVAL APPROVAL AND ACCEPT PARK CITY COUNCIL DAY OF _____ 1999 A.D.	
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MARSAC AVENUE (N 23°38' W)

ONTARIO AVENUE (N 23°38' W)

ROW ONLY NOT A ROAD



(SIXTH) STREET SECOND

SEE IVERS' REPT.

Exhibit C

LOT 2

3,829 SQ.FT.

(MAXIMUM HOUSE 2035 SQ.FT.)

LOT 3

4,405 SQ.FT.

(MAXIMUM HOUSE 2201 SQ.FT.)

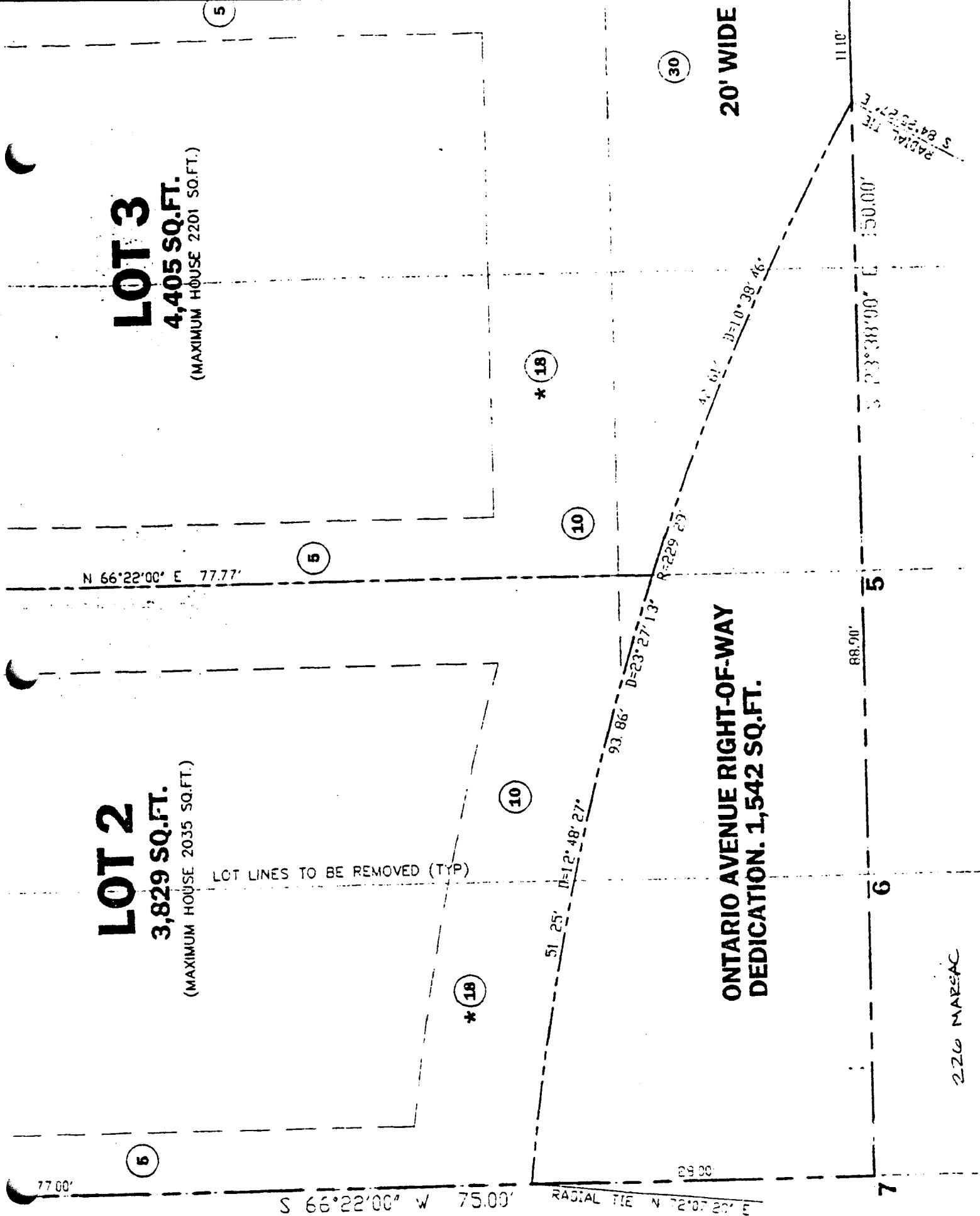
LOT LINES TO BE REMOVED (TYP)

**ONTARIO AVENUE RIGHT-OF-WAY
DEDICATION. 1,542 SQ.FT.**

226 MAREAC

Exhibit D

26



PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of project approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 9, Architectural Review); Uniform Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvement shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Community Development Department, Planning Commission, or Historic District Commission prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit, must be specifically requested and approved by the Community Development Department, Planning Commission and/or Historic District Commission in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Community Development Department. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Community Development Department prior to issuance of a footing and foundation permit. This survey shall be used to assist the Community Development Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.
8. A Construction Mitigation Plan (CMP), submitted to and approved by the Community Development Department, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings, shall be approved and coordinated by the Planning Department prior to removal.
10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.
11. Final landscape plans, when required, shall be reviewed and approved by the Community Development Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the Community Development Department, posted prior to occupancy.
13. The Snyderville Basin Sewer Improvement District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Sewer Improvement District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
14. The planning and infrastructure review and approval is transferrable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Community Development Department. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.

December 1, 1999



Ordinance No. 00-

AN ORDINANCE APPROVING A PLAT AMENDMENT, TO COMBINE THE SOUTH 7.5 FEET OF LOT 7 AND ALL OF LOT 6, BLOCK 53 OF THE PARK CITY SURVEY, LOCATED AT 226 MARSAC AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the south 7.5 feet of lot 7 and all of lot 6, Block 53 of the Park City Survey, have petitioned the City Council for approval of a revision to the final plat; and

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

WHEREAS, on May 24, 2000 the Planning Commission held a public hearing to receive public input on the proposed final plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on June 8, 2000 the City Council held a public hearing to receive input on the proposed plat amendment; and

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

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

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

Findings of Fact:

1. The property is located in the Historic Residential District (HR-1).
2. The amendment will combine the south 7.5' of lot 7 and all of lot 6, block 53 of the Park City Survey into a single lot to allow for the construction of a garage/carport.
3. The lots are occupied by an existing non-historic dwelling which currently has access from stairs off Marsac Avenue. The stairs are old and in disrepair. The stairs do not serve the general public but instead serve only a limited number of homes. There is no connection of these stairs to Ontario Avenue via a public easement.
4. The plat amendment will not increase density on the lot.

5. Board of Adjustment will review the Applicant's application for a variance for reduction of front yard setback on July 11, 2000.
6. The Planning Commission forwarded a positive recommendation to approve this Plat Amendment at their May 24, 2000 meeting.
7. The Applicant stipulates to all conditions of approval.
8. The facts discussed in the Background and Analysis sections are incorporated herein.

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

1. There is good cause for the amendment.
2. Neither the public nor any person will be materially injured by the proposed plat amendment.
3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and State subdivision requirements.

SECTION 3. CONDITIONS OF APPROVAL. The plat amendment to combine the north ½ of Lot 4 and all of Lot 5, Block 53 of the Park City Survey, known as 220 Marsac Avenue, is approved as shown in Exhibit C is hereby adopted with the following Conditions of Approval:

1. City Attorney and City Engineer review and approval of the Plat Amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.
2. All standard project conditions and Land Management Code criteria for review shall apply.
3. The final plat shall be recorded at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, the approval and plat shall be considered void.
4. No remnant lot created is separately developable.
5. A ten (10) foot non-exclusive snow storage easement along Ontario Avenue shall be dedicated to the City on the plat. This easement may be eliminated for areas covered by an approved building.
6. Prior to any construction, a conditional use permit for construction on a steep slope shall be approved by the Planning Commission.
7. Prior to any construction, the proposal shall be reviewed according to the Historic District Design Guidelines.
8. A building permit will not be issued prior to recordation of the Plat Amendment.
9. Prior to any construction, a variance to permit the reduction of front yard setback from the prescribed ten foot minimum to zero feet shall be approved by the Board of Adjustment.

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

PASSED AND ADOPTED this 8th day of June, 2000

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



CITY COUNCIL REPORT

DATE: June 8, 2000
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, P.E., City Engineer *Eric DeHaan P.E.*
TITLE: Approval of Quit Claim Deed to Lots 51 and 52 in Eagle Pointe Phase 3
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Approve the attached Ordinance authorizing the Mayor to sign the attached Quit Claim Deed to Lots 51 and 52, Eagle Pointe Subdivision Phase 3, to vacate the City's interest in an unnecessary storm sewer easement.

DESCRIPTION:

A. Topic: Eagle Pointe Phase 3 Subdivision is generally downhill from Sandstone Cove. Eagle Pointe 3 had not yet been platted when Sandstone Cove was platted in 1997. In 1997 the developers of Sandstone Cove Subdivision and Eagle Pointe Subdivisions cooperated to create easements and to actually construct storm drains and sewers on Eagle Pointe property serving Sandstone Cove. Easements were temporarily granted to Park City with the intention that the easements and the utilities in those easements would be moved by the developers if necessary. In 1999 Eagle Pointe Phase 3 was approved with lot lines different from what was contemplated in 1997. This action corrects the earlier grant of easement, which otherwise would be within the building pad of both Lot 51 and Lot 52 in Eagle Pointe 3.

B. Background: Letters from Clay Stuard are attached. Clay represents the buyers of Lots 51 and 52. Their title company desires a separate action by the City Council relinquishing any City interest in the specific easement recorded in the Summit County Recorder's Office as Entry #484091 Book 1065 Page 676 as to the above described property. Park City is fully protected against any financial exposure and against any lack of easement for actual storm drains or other utilities by the language in the Quit-Claim Deed together with our development agreement and financial securities still being held against both Sandstone Cove and Eagle Pointe 3. A field trip to the storm drains in question can be arranged by calling Eric DeHaan at 615-5075. The trails have also been reconnected and/or guaranteed.

C. Analysis: A sketch is attached showing the 1997 easement alignments across Lots 51 and 52. The easements were originally laid out between what were then possible future lot lines in Eagle Pointe 3. The private engineers guessed wrong. At considerable expense, none of which

is being paid by Park City, the storm drain is being reconstructed to fit within the new storm sewer easement. Clay Stuard intends to build very nice homes on each of the two lots once their title problem is cleared up, and the fees and taxes which Park City will collect arguably represent adequate consideration for the reconveyance to the lot owners of the unnecessary easement. The Eagle Pointe Phase 3 developer, Nancy Rossman, has submitted a letter in favor of the action. A copy of her April 24th letter is attached. Ms. Rossman points out that the Eagle Pointe 3 plat dedicates new easements, so the City isn't giving away the previous easements without consideration.

D. Department Review: This issue has been reviewed by Community Development. The ordinance has been reviewed as to form by our Legal Department.

ALTERNATIVES:

A. Approve the Ordinance: This action will not adversely impact Park City in any way and will facilitate the development of two single-family lots which was contemplated in the City's approval of Eagle Pointe Phase 3 Subdivision.

B. Deny the Request: This alternative would leave easements as is, possibly clouding the title to the two lots.

C. Continue the Request: If the Council desires more information, the item can be continued to a date uncertain.

SIGNIFICANT IMPACTS: There are no financial impacts on Park City from this action. To the extent Park City can assist property owners and citizens in resolving their perceived title problems with no financial or other adverse impacts on the City, we have traditionally tried to cooperate with any such reasonable requests.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Park City would see little impact either way from this decision, but denial would cause the lot buyers' title company concern and it would likely cost somebody money for additional premiums. There is generally no benefit to the general public arising from failing to cooperate with title companies.

RECOMMENDATION: Approve the attached Ordinance authorizing the Mayor to sign the attached Quit-Claim Deed to Lots 51 and 52, Eagle Pointe Subdivision, to vacate the City's interest in an unnecessary storm sewer easement.

When recorded return to:
PCMC Attn: City Recorder
PO Box 1480
Park City UT 84060

ORDINANCE NO. 00-_____

AN ORDINANCE AUTHORIZING THE MAYOR
TO SIGN A QUIT-CLAIM DEED TO LOTS 51 AND 52
IN EAGLE POINTE PHASE 3 SUBDIVISION

WHEREAS, Eagle Pointe Phase 3 Subdivision was properly approved by Park City; and

WHEREAS, all necessary utility easements have been provided and all necessary public improvements are guaranteed with a financial guarantee in favor of Park City; and

WHEREAS, the City has been petitioned to vacate an unnecessary storm sewer easement; and

WHEREAS, there is no public interest in keeping the unnecessary storm sewer easements.

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

1. The Mayor is authorized to sign the Quit Claim Deed for Lots 51 and 52 of Eagle Pointe Phase 3 Subdivision, which deed will vacate Park City's interest in that certain storm sewer easement recorded in the Summit County Recorder's Office as Entry #484091 Book 1065 Page 676 as to the above described property.
2. The Deed shall be subsequently recorded.

DATED this _____ day of June, 2000.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, Mayor

ATTEST:

Janet M. Scott, City Recorder

Approved as to Form:

Mark D. Harrington, City Attorney

NorthPointe Properties, L.C.

April 11, 2000

Steve Chin
Dena Fleming
Prudential Coleman Real Estate
2200 Park Avenue
Park City, Utah 84060

RE: Lot 51 Eagle Point III; REPC dated February 14, 2000; McTavish

Dear Steve and Dena:

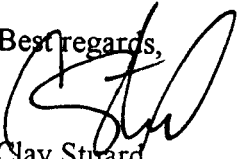
My clients, Jolie and Ian McTavish, have decided to proceed with the purchase of the above referenced property. As we have discussed, however, there is an existing storm drain easement located within the platted building pads of the subject property and Lot 52 which must be removed. As you know, Associated Title Company has agreed to remove this exception No. 13 from Schedule B-2 of Title Commitment P33081-2 upon the recordation of an Easement Vacation document. This document will be prepared by Lois Hall and Randy Johnson of Associated Title and forwarded to you for the owner's approval tomorrow. Thereafter the document will be presented to Park City Municipal Corporation (the holder of the beneficial interest in the easement) for their approval and execution. Finally the executed document will be recorded by Associated Title and the easement will be removed from the title commitment.

As background, the easement was created in 1997 to provide a location for a temporary storm drain from Sandstone Cove to another storm drain located in Meadows Drive. The recently recorded Phase III Eagle Point plat created a new easement location for a replacement storm drain, thus the original easement and the storm drain improvements within it (which run through the building pads of lots 51 & 52) are no longer required.

Just to be perfectly clear, my clients have approved all other Seller Disclosures, provided however, that should the Seller be unable to deliver title at the closing which is unencumbered by the original storm drain easement, then my client's obligation to purchase will terminate and the Earnest Money Deposit will be immediately released to them without objection from the Seller.

If you have any questions, please contact me at 649-5338 (office and fax) or 640-1965 (cell). Thank you for your professional service and courtesy.

Best regards,


Clay Stuard
NorthPointe Properties, L.C.

SCHEDULE B-2

(Exceptions)

Commitment No.
P33081-2

10. Said land is located within boundaries of Summit County Levy, Park City, Park City School District, Weber Basin Water Conservancy District, Park City Fire Service District, Summit County Service Area #6 & #7, Park City Fire Protection District and Park City Protection District, and is subject to charges and assessments levied thereunder.
11. Said property is located within the boundaries of Snyderville Basin Sewer District and is subject to charges and assessments levied thereunder.
12. Said land is located within the boundaries of the Park City Water Service District and is subject to charges and assessments levied thereunder. Resolution 28-92 was recorded October 28, 1992 as Entry No. 368120 in Book 691 at Page 154, Summit County Recorder's Office.

(THE FOLLOWING EXCEPTION AFFECTS THE SUBJECT LAND TOGETHER WITH OTHER LAND)

13. A GRANT OF EASEMENT IN FAVOR OF PARK CITY MUNICIPAL CORPORATION AND ITS SUCCESSORS AND ASSIGNS FOR THE RIGHT, PRIVILEGE, AND AUTHORITY TO CONSTRUCT, OPERATE, REPLACE, REPAIR AND MAINTAIN SURFACE TRAILS AND TO CONSTRUCT, OPERATE, REPLACE, REPAIR AND MAINTAIN STORM DRAINS, PIPES, FIELD BASINS AND DRAINAGE APPURTENANCES UNDER AND UPON THE FOLLOWING DESCRIBE PROPERTY:

COMMENCING AT A POINT LOCATED NORTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 1662.82 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. SAID POINT BEING THE CORNER COMMON TO LOTS 19 AND 20 OF EAGLE POINTE SUBDIVISION PHASE I AND ON THE NORTHERLY BOUNDARY OF RISNER RIDGE SUBDIVISION; THENCE WEST 1000.55 FEET; THENCE SOUTH 309.90 FEET TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE ALONG THE BOUNDARY OF EAGLE POINTE SUBDIVISION PHASE I SOUTH 06 DEGREES 09 MINUTES 27 SECONDS WEST 20.11 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF MOUNTAIN RIDGE SUBDIVISION; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 89 DEGREES 50 MINUTES 50 SECONDS WEST 147.72 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 10 SECONDS EAST 87.54 FEET; THENCE NORTH 51 DEGREES 20 MINUTES 10 SECONDS WEST 42.66 FEET; THENCE SOUTH 77 DEGREES 10 MINUTES 30 SECONDS WEST 144.16 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 03 SECONDS EAST 20.52 FEET; THENCE NORTH 77 DEGREES 10 MINUTES 30 SECONDS EAST 149.23 FEET; THENCE SOUTH 51 DEGREES 20 MINUTES 10 SECONDS EAST 61.95 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 10 SECONDS WEST 77.19 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 50 SECONDS EAST 129.82 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT recorded August 08, 1997, as Entry No. 484091, in Book 1065, at Page 676, in the County Recorder's Office.

NorthPointe Properties, L.C.

April 11, 2000

Steve Chin
Dena Fleming
Prudential Coleman Real Estate
2200 Park Avenue
Park City, Utah 84060

RE: Lot 52 Eagle Point III; REPC dated August 24, 1999; NorthPointe Properties, L.C.

Dear Steve and Dena:

As we have discussed, there is an existing storm drain easement located within the platted building pads of the subject property and Lot 51 which must be removed. As you know, Associated Title Company has agreed to remove this exception No.13 from Schedule B-2 of Title Commitment P31567-2 upon the recordation of an Easement Vacation document. This document will be prepared by Lois Hall and Randy Johnson of Associated Title and forwarded to you for the owner's approval tomorrow. Thereafter the document will be presented to Park City Municipal Corporation (the holder of the beneficial interest in the easement) for their approval and execution. Finally the executed document will be recorded by Associated Title and the easement will be removed from the title commitment.

As background, the easement was created in 1997 to provide a location for a temporary storm drain from Sandstone Cove to another storm drain located in the Mountain Ridge Subdivision. The recently recorded Phase III Eagle Point plat created a new easement location for a replacement storm drain, thus the original easement and the storm drain improvements within it (which run through the building pads of lots 51 & 52) are no longer required.

Just to be perfectly clear, NorthPointe Properties, L.C. has approved all other Seller Disclosures, Evaluations and Inspections, provided however, that should the Seller be unable to deliver title at the closing which is unencumbered by the original storm drain easement, then NorthPointe Properties, L.C. may terminate its obligation to purchase and the Earnest Money Deposit will be immediately released to NorthPointe Properties, L.C. without objection from the Seller. The attached Addendum No. 3 memorializes these provisions.

If you have any questions, please contact me at 649-5338 (office and fax) or 640-1965 (cell). Thank you for your professional service and courtesy.

Best regards,


Clay Seward

SCHEDULE B-2

(Exceptions)

Commitment No.
P31567-2

10. Said land is located within boundaries of Summit County Levy, Park City, Park City School District, Weber Basin Water Conservancy District, Park City Fire Service District, Summit County Service Area #6 & #7, Park City Fire Protection District and Park City Protection District, and is subject to charges and assessments levied thereunder.
11. Said property is located within the boundaries of Snyderville Basin Sewer District and is subject to charges and assessments levied thereunder.
12. Said land is located within the boundaries of the Park City Water Service District and is subject to charges and assessments levied thereunder. Resolution 28-92 was recorded October 28, 1992 as Entry No. 368120 in Book 691 at Page 154, Summit County Recorder's Office.

(THE FOLLOWING EXCEPTION AFFECTS THE SUBJECT LAND TOGETHER WITH OTHER LAND)

13. A GRANT OF EASEMENT IN FAVOR OF PARK CITY MUNICIPAL CORPORATION AND ITS SUCCESSORS AND ASSIGNS FOR THE RIGHT, PRIVILEGE, AND AUTHORITY TO CONSTRUCT, OPERATE, REPLACE, REPAIR AND MAINTAIN SURFACE TRAILS AND TO CONSTRUCT, OPERATE, REPLACE, REPAIR AND MAINTAIN STORM DRAINS, PIPES, FIELD BASINS AND DRAINAGE APPURTENANCES UNDER AND UPON THE FOLLOWING DESCRIBE PROPERTY:

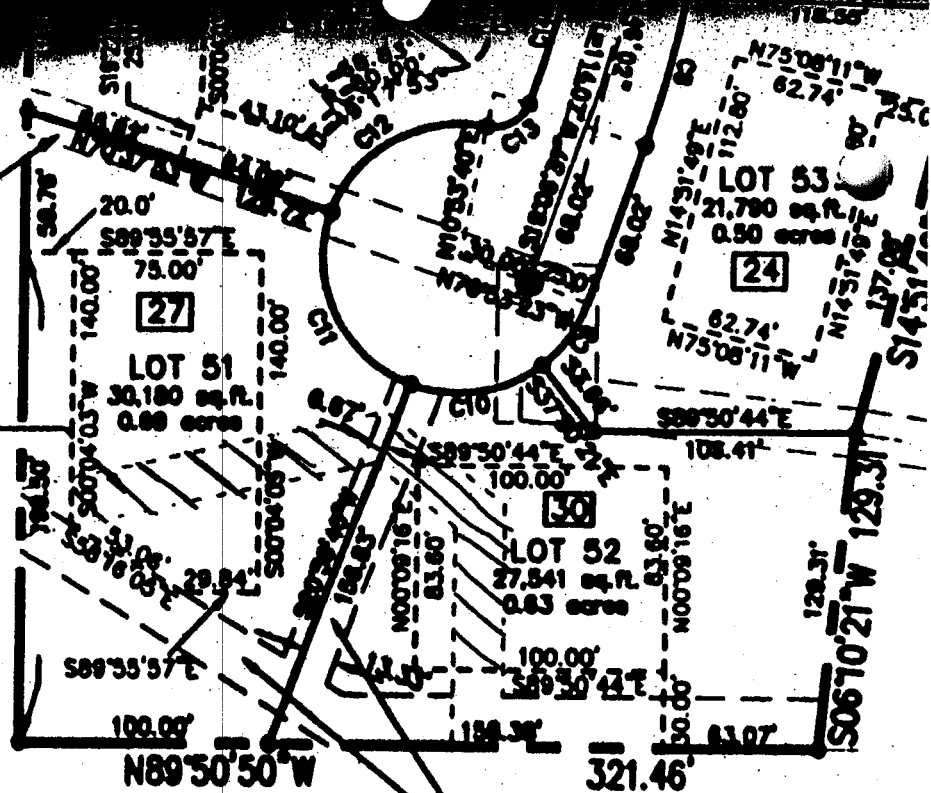
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SAID EASEMENT recorded August 08, 1997, as Entry No. 484091, in Book 1065, at Page 676, in the County Recorder's Office.

20' WIDE
SANITARY SEWER
& PUBLIC TRAIL
EASEMENT
ENTRY NO. 484788
BOOK 1088, PG 208

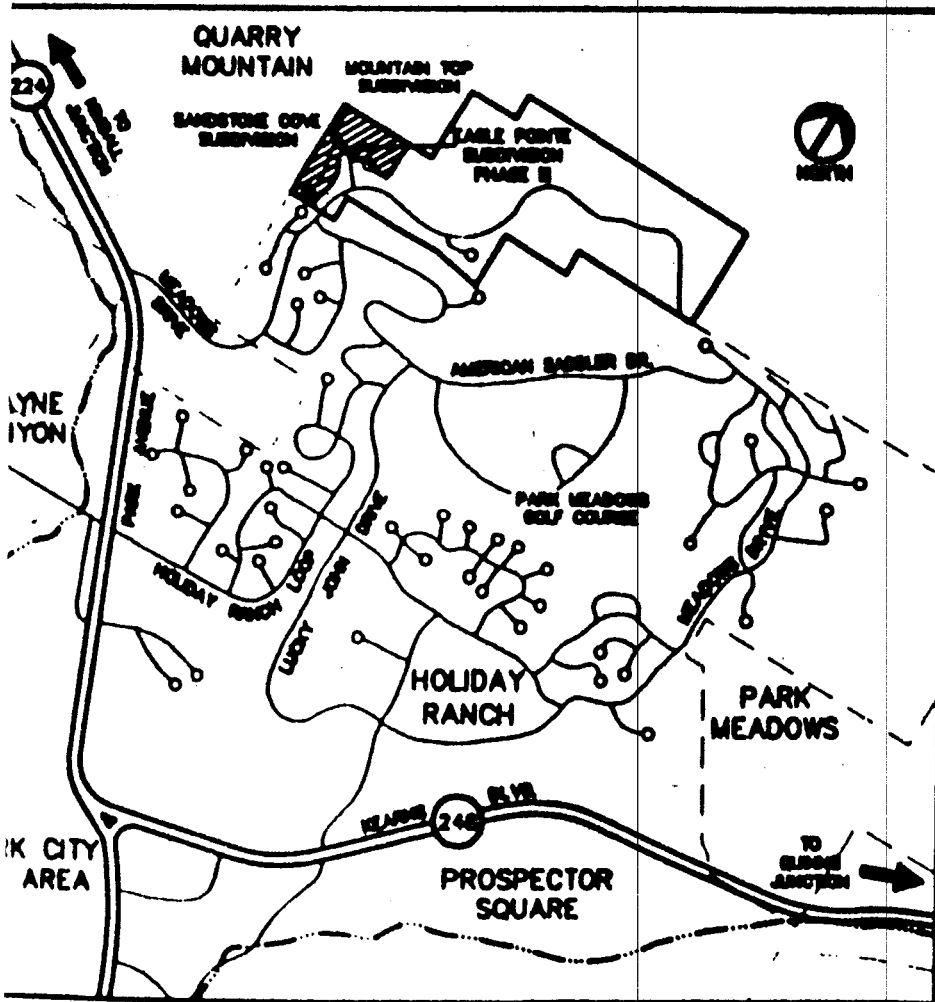
EXST. 20' WIDE
STORM SEWER
EASEMENT
ENTRY NO. 484081
BOOK 1085, PG 878
TO BE ABANDONED UPON
PLAT RECORDATION

TO BE V A R I E D
EXCEPTION NO. 13



NEW 20' WIDE
STORM SEWER
EASEMENT

MTN. RIDG



VICINITY MAP



PARK CITY, UTAH
(801) 647-8036

April 24, 2000

Park City Municipal Corp
Mr. Eric DeHaan
P.O. Box 1480
Park City, Utah 84060

Re: Eagle Pointe Subdivision Phase III, Storm Sewer Easement

Dear Eric:

We have reviewed the Quit Claim Deed prepared by Associated Title Company to vacate the storm sewer easement through Lots 51 and 52 of the Eagle Pointe Subdivision - Phase III, as recorded with Summit County. We grant permission for the signing and recording of this document to vacate the easement, since the recorded plat for Eagle Pointe III dedicates new storm sewer easements.

Very Truly Yours,


Nancy A. Rossman
Manager

QUIT CLAIM DEED

PARK CITY MUNICIPAL

grantor

of PARK CITY

County of SUMMIT

State of

UT

hereby QUIT CLAIM(S) to

EAGLE MOUNTAIN PARTNERS, L.L.C.

grantee

of ORLANDO

County of ORANGE

State of ~~Utah~~ ^{FLORIDA}

for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

DOLLARS

the following described tract of land in SUMMIT

County,

State of Utah, to-wit:

ALL OF LOTS 51 AND 52, EAGLE POINTE SUBDIVISION PHASE III, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

THIS QUIT CLAIM DEED IS BEING GIVEN TO VACATE, TERMINATE, AND ABANDON ANY AND ALL RIGHTS, TITLE, AND INTEREST ACQUIRED IN THAT CERTAIN STORM SEWER EASEMENT RECORDED AS ENTRY #484091 BOOK 1065 PAGE 676 AS TO THE ABOVE DESCRIBED PROPERTY.

WITNESS the hand(s) of said grantor(s), this 14 day of April A.D. 2000
Signed in the presence of

PARK CITY MUNICIPAL

STATE OF UT

)

) ss.

COUNTY OF SUMMIT

)

On _____, personally appeared _____
before me, _____ who being by me
duly sworn did say, that he is the said _____
of _____

_____ Company, and that the within and foregoing instrument
was signed in behalf of said corporation by authority of a resolution of its
board of directors and said _____ duly
acknowledged to me that said corporation executed the same.

My Commission Expires:

NOTARY PUBLIC
RESIDING AT:



CITY COUNCIL REPORT



DATE: June 8, 2000
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, P.E., City Engineer
TITLE: Approval of Agreement with The Sear-Brown Group, Inc., for Professional Engineering Services in conjunction with the Installation of a Traffic Signal at the Intersection of Snow Creek Drive and S.R. 224.
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Authorize the City Manager to enter into a Professional Services Agreement with The Sear-Brown Group, Inc. in a form to be approved by the Legal Department and substantially similar to the attached Agreement, for services related to Design and Construction Management of a traffic signal at Snow Creek Drive and S.R. 224, in an amount not to exceed \$37,000.00.

DESCRIPTION:

A. Topic: For many years there has been discussion of a traffic signal at the corner of Snow Creek Drive and S.R. 224. Snow Creek Drive aligns opposite Thaynes Canyon Drive. Support for a signal has come from Thaynes residents and from the Snow Creek Commons commercial area. Park City also agreed to pursue the installation of a traffic signal as part of the sale of the Post Office parcel. The Post Office is making rapid progress toward completion, while the Inn at Shadow Creek (formerly known as Island Outpost) makes occasional progress. Both projects will add to the traffic loads at Snow Creek Drive and Thaynes Canyon Drive to some extent.

B. Background: The City Council appropriated \$250,000 in the Capital Improvement Budget for FY-2000 for this project. The account number is 31-42128. Some of this funding came from the Post Office who feels a signal is necessary for the convenience of their mail delivery trucks.

One fatality occurred at this intersection in 1996. UDOT concluded in October of 1996 that a traffic signal was not warranted because at that time only 0.3 accidents had occurred for every one million vehicles using the intersection, compared to an expected accident rate of 0.78 accidents per million vehicles. Further, only 38 vehicles used the cross streets in the peak hour of traffic, so traffic volume itself didn't "warrant" a signal.

Now that Snow Creek Crossing is nearly built out and is nearly fully occupied, the Staff feels it is time to again study the signal for warranting, as a signal continues to be desired by local

residents.

We requested and received Statements of Qualifications from five engineering firms. The scope of work will involve studying the intersection, working with UDOT to verify that a signal is warranted, designing the signal, preparing bid documents, and managing the construction of the signal.

C. Analysis: The Staff has consistently heard concerns from residents and visitors about speeding, including speeding on S.R. 224. Although UDOT will not reduce the speed limit on this portion of S.R. 224 below 35 MPH (to do so would be arbitrary and not in accordance with safe engineering practices) a signal will help "calm" traffic on S.R. 224. Further, there is an opportunity for sequential operation of all the signals on 224 so the incentive for a driver to speed is reduced.

For a design speed of 35 to 40 MPH, a roundabout is not a viable option on S.R. 224 at Snow Creek Drive. The radius would be at least double that of the Deer Valley Drive roundabout which is currently under construction. Such a radius would necessitate substantial acquisition of private property for right-of-way and/or tremendous disruption to our golf course and/or our vacant Snow Creek parcel. Construction costs would be many times the cost of a signal, and because this project isn't on UDOT's 5-year Strategic Transportation Improvement Plan, all costs would be borne by Park City. Further, UDOT would demand assumption of most maintenance and some liability by Park City for a roundabout at Snow Creek. Ongoing maintenance costs to Park City would be much larger than a signal.

The Sear-Brown Group, Inc., has a good working relationship with UDOT. They originally designed Snow Creek Drive in the early 1990s. Sear-Brown has recently surveyed this intersection, and Sear-Brown has a resident inspector, J.R. Windley, already in Park City assigned to the Transit Center/Deer Valley Drive Roundabout project. The \$37,000 fee estimate is in line with the total project cost of \$250,000.

A copy of the proposed Professional Services Agreement is attached. Agreements involving this amount of money by policy come to the Council for discussion and approval. Our purchasing policy does not require competitive bidding for professional services; the actual construction contract will be competitively bid, probably in August.

D. Department Review: Community Development and Legal have reviewed this report and the attached Agreement. Community Development wants the new signal poles and mast arms to be Dark Deer Valley Green in color, which will be anticipated in the construction documents. For safety and visibility, the signal heads themselves will be Safety Yellow. This is so that during power outages motorists recognize the existence of the signals and therefore realize the intersection acts as a four-way stop. No other concerns remain unresolved.

ALTERNATIVES:

A. Approve the Request: If the Council desires to proceed with the budgeted project, the agreement should be approved.

B. Continue Consideration of the Agreement: If the Council desires more information the item can be continued to a date uncertain.

SIGNIFICANT IMPACTS: The not-to-exceed engineering cost of \$37,000 is contained within the approved budget amount of \$250,000.00. This amount is contained within our account number of 31-42128. Staff hopes to minimize City costs by getting UDOT to agree to donate the signal poles, arms and signal heads. Actual construction will probably occur in October, with that construction contract coming before the Council in August or September.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: The signal probably will never get installed unless we take the lead. If the Council desires to save this money, we could cancel the project but to do so will require renegotiation of our agreement with the Post Office, who contributed \$75,000 of the \$250,000 project budget.

RECOMMENDATION: Authorize the City Manager to enter into a Professional Services Agreement with The Sear-Brown Group, Inc. in a form to be approved by the Legal Department and substantially similar to the attached Agreement, for services related to Design and Construction Management of a traffic signal at Snow Creek Drive and S.R. 224, in an amount not to exceed \$37,000.00.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2000, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and THE SEAR-BROWN GROUP, INC., ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the project shall not exceed \$37,000.00.

2. TERM.

The term of this Agreement shall commence on _____ and be complete on December 31, 2000 unless delayed by actions or conditions beyond Service Provider's control.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Engineer, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for thirty (30) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. **SERVICE PROVIDER EMPLOYEE/AGENTS.**

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. **HOLD HARMLESS INDEMNIFICATION.**

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. **INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

A. Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000);

- B. Automobile Liability insurance with limits no less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- E. The City shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed,

color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon

either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject to all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void, or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

BY: Toby Ross
TITLE: City Manager

Attest:

City Recorder

**Park City Municipal Corporation
Provider/Professional Services Agreement - The Sear-Brown Group, Inc.**

9

Approved as to form:

Mark Harrington, City Attorney

SERVICE PROVIDER

THE SEAR-BROWN GROUP, INC.

151 South Regent Street
Salt Lake City, Utah 84111-1903

Tax ID#: _____

Signature

Printed name

Title

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, _____, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the _____ (title or office) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and said _____ acknowledged to me that said Corporation executed the same.

Notary Public

EXHIBIT "A"
SCOPE OF SERVICES

Traffic Signal Warrant Design and Construction Management
Thaynes Canyon Drive and S.R. 224

Project Description

Determine whether or not the proposed signal at the intersection meets the warrants outlined by the Manual of Uniform Traffic Control Devices (MUTCD). If the signal is warranted, complete the signal design for the location and conduct construction administration of the project. Important issues include collection of traffic and existing physical data, possible right-of-way easements or takings on each corner for signal equipment, signal interconnection, and coordination with the developer on the southwest corner.

Tasks 1 through 4 relate directly to the signal warrant analysis, Tasks 5 through 14 are for the design, and Tasks 15 through 24 are for the construction management of the signal.

SIGNAL WARRANT STUDY

Task 1: Turning Movement Count Data

- Traffic turning movement volumes will be collected for a two hour period at the intersection of Thaynes Canyon Drive and SR-224 during the AM and PM peak hours to obtain the peak hour data at the intersection. Historical data will also be collected and reviewed showing the fluctuation of traffic throughout the year.

Task 2: 24 Hour Count Data

- Twenty-four hour count data will also be collected on all approaches to the intersection of Thaynes Canyon Drive and SR-224 using mechanical road tubes. This data will be collected for a one week period in order to obtain the peak travel conditions at the intersection.

Task 3: Physical Data

- Physical data from the intersection not obtainable from the survey will be summarized to show details of the physical layout, including such features as sight-distance restrictions, bus stops and routings, parking conditions, distance to nearest signal, utility poles and fixtures, and adjacent driveways.

Task 4: Prepare Report

- Once the warrant has been analyzed, a draft summary report will be prepared and submitted to Park City for review. The report will document the data collection and analysis results and conclusions. Once the draft report has been reviewed, any necessary changes will be made and the subsequent final report will be submitted to Park City and UDOT for review and approval of results.

SIGNAL DESIGN

Task 5: Develop Mapping and Topography

- Locate record drawings or as-builts of the existing intersections
- Obtain survey base mapping for the intersection from Roy Dunker
- Develop the existing profiles for the intersection extending 70 meters on all legs
- Develop a survey control plansheet, which will be included in the final plan set. The survey control sheet will identify horizontal and vertical control at the intersection.

Task 6: Develop Initial Alignment

- Identify possible realignment, horizontal and vertical, of any leg at the intersection
- This scope and cost estimate assumes that no horizontal or vertical realignment will be necessary.
- Establish the control line on the ground at the intersection.

Task 7: Obtain Preliminary Utility Information

- Provide utility companies with project location maps/preliminary plans for each intersection, notify of impending construction and request plans of existing and planned facilities.
- Contact Park City and Summit County to obtain a list of fiber optic companies that may have lines at the intersection.

Task 8: Develop Right-of-Way Plans

- Right-of-way takes and easements will be avoided, if possible.
- Develop Right-of-Way plans, maps and documents, including ownership records, deeds and Parcel Ownership Record Table.
- Verify property descriptions.
- Submit all necessary documentation to Park City for review.
- We have assumed that three right-of-way easements will be required at the signal location.

Task 9: Develop Initial Roadway Plans

- The roadway plans will include topography/utility sheets, geometric design sheets, and signing and striping layout sheets. Other sheets that may be added to the plan set are typical sections, profile sheets, and drainage sheets, if necessary. Assume developer on southwest corner will rebuild curb, gutter, and road. Consultant will handle the necessary coordination.

Task 10: Develop Initial Hydraulic Plans

- Evaluate the need for drainage improvements at Thaynes Canyon Drive and SR-224.
- This scope and cost estimate assumes that where drainage improvements are necessary, an existing storm drain system is available for connection within the limits of our detailed survey.
- Design temporary and permanent erosion control measures where they are necessary

Task 11: Develop Initial Signal and Lighting Plans

- Design the initial layout plans for the installation of a new traffic signal at the intersection of Thaynes Canyon Drive and SR-224 in Park City.
- The initial layout design will include pole locations, mast arm lengths, luminaire placement, detection layout, power source location, signal head placement, pedestrian head and button placement, stop bar and crosswalk striping, junction box placement, and traffic signal controller placement.

Task 12: Establish Utility Plans

- Develop roadway design plans with update utility information.
- Field review the plans for horizontal location accuracy of all existing utilities.
- Meet with Utah Power & Light representative to determine power source location.
- Modify design plans to avoid unnecessary utility conflicts.
- Meet with utility companies that are identified to have unavoidable conflicts with signal equipment.
- Include conduit under SR-224 for future PCMC fiber optic installation.

Task 13: Finalize Plans

- Prepare signal specifications. This scope and cost opinion assumes that the UDOT standard and supplemental specifications will be used with additional special provisions as necessary.
- This scope and cost opinion also assumes that the UDOT standard drawings will be used for this project.
- Prepare a construction cost opinion in lump sum format.
- Turn plans into Park City and UDOT for review.
- Complete the final plans per Park City and UDOT comments.

Task 14: Assemble Final Plan Set

- Assemble final plan set and submit to Park City for final check before advertising
- Make any final changes and turn the bid documents over the Park City for advertising.

SIGNAL CONSTRUCTION MANAGEMENT

Task 15: Project Meetings

- Attend the pre-bid and pre-construction meetings
- Hold weekly coordination meetings with the Contractor's Construction foreman and the Park City Project Manager.
- Indicate when UDOT, Utilities, and a representative from Park City need to attend.

Task 16: Project Finalization

- Upon substantial completion of the project, conduct, coordinate, and notify in writing all interested parties to attend a final inspection. The interested parties will include those that attended the preconstruction conference.
- A punch list will be generated by the final inspection and the Consultant and Contractor will agree on the time needed to complete the punch list. Upon completion of all punch list items, the Consultant in agreement with Park City, will accept the construction as complete. Within 30 days or completion in the field, the Consultant will provide final project documentation as required by UDOT and FHWA for final acceptance of the project.
- Provide a full set of plans marked up with any changes (record drawings) for UDOT's records at the end of the project. Park City will also receive a full set of record drawings.

Task 17: Construction

- Provide qualified personnel for engineering, surveying, inspection, materials testing, and accounting to complete the Construction Engineering.
- Assumptions* for the construction surveying include the following:
 - a. Curb and gutter will be staked at 50' intervals, with four (4) points located along curb returns and points and curb changes:

- b. Storm drain will be staked at structures and 50' along line and mid-point;
- c. Sign locations will be staked.
- d. Signal loops and poles will be staked.

* Construction surveying does not include striping, or sawcut lines. There will be no re-staking. Additional staking can be performed but will be at the expense of the Contractor or as an additional service.

Task 18: Inspection

- Keep current, thorough, and complete documentation. A qualified inspector will be physically present and actively inspection 100% of the Contractor's work that is addressed in the plans and specifications. The inspector cannot accept work for payment that does not meet the plans and specifications.
- Assure lines and grades meet the plan lines and grades within allowable limits specified.

Task 19: Traffic Control

- Protect the safety of the traveling public by assuring that the Contractor's traffic control follows MUTCD, UDOT and Park City's policies. Assure the contractor adheres to all safety and health laws and ordinances and obtains any necessary permits. Handle and dispose of complaints concerning the project.

Task 20: DBE/WBE and Labor Compliance

- Administer all Federal DEB and Labor Compliance in the construction Contract and assure compliance. All of this work should be coordinated with UDOT's Civil Rights Selection or civil rights specialist in the project engineer's office prior to beginning of the work. Adherence with wage rate compliance should be reviewed with the Construction Division and/or the UDOT Project Manager.

Task 21: Materials

- Provide assurance testing required above the minimum standards. No material shall be incorporated in the project without certification or testing that assures materials meet minimum specifications similar to UDOT.

Task 22: Surveying

- Provide control lines and grades to an order of accuracy appropriate to the plans and grades specified. The Consultant will cooperate with the Contractor's needs for lines and grades and provide survey upon 24 hours notice from the Contractor.

Task 23: Documentation

- Keep all notations in black ink in bound diaries. Survey and pay quantities shall be documented daily in bound field books equivalent to those UDOT uses with no erasures. Pay quantities shall be measured and initialed for payment in quantity field books daily.

Task 24: Utilities

- Document relocation of utilities that require reimbursement.

**EXHIBIT "A"
OPINION OF PROBABLE COST**

**Traffic Signal Warrant Design and Construction Management
Thaynes Canyon Drive and S.R. 224**

Signal Warrant Study (Tasks 1 to 4)	\$ 3,500
Signal Design (Tasks 5 to 14)	13,500
Construction Administration (Tasks 15 to 24)	<u>15,000 to 20,000*</u>
Project Total	\$ 32,000 to 37,000

*Construction administration cost will be finalized when materials testing details are complete. The construction administration cost will also vary depending on whether the contractor will build the signal under a lump sum or cost per item basis; and whether the schedule works out to use the services of J.R. Windley during the Intermodal Hub project.

PARK CITY

1884

CITY COUNCIL STAFF REPORT

DATE: June 8, 2000
DEPARTMENT: Planning Departments
AUTHOR: Kirsten Whetstone, AICP ^{KAW}
TITLE: LMC Re-write- Phase I (ROS, HR-2, HRM, HRC, HCB, RCO, and SF Zoning District revisions and creation of a new Protected Open Space (POS District))
TYPE OF ITEM: Work Session and Public Hearing

SUMMARY RECOMMENDATIONS: Conduct a public hearing, advise staff of any specific modifications to the Land Management Code Phase I for the ROS, POS, HR-2, HRM, HRC, HCB, RCO, and SF Zoning Districts. Conduct a public hearing and advise staff of any specific modifications to the proposed re-zones, as described below. These items will be brought back before the Council for action on July 6, 2000. Redline drafts of the ROS, POS, HR-2, HRM, HRC, HCB, RCO, and SF Zoning Districts are attached as a separate handout.

BACKGROUND:

The Planning Staff has been working on a comprehensive and substantive re-write of the City's Land Management Code for the last year and a half. On March 2, 2000 the City Council adopted the HR-1 (Historic Residential) and HRL (Historic Residential Low Density) zoning district revisions. On March 30, 2000 the Council adopted the revised Chapters 1, 2, 12, and 13 (General Provisions, Definitions, Non-conforming Uses, and Off-street Parking). Final cleaned up copies of these adopted sections will be delivered to the City Council at Thursday's meeting to insert into your LMC notebooks for your use and reference, until a new LMC document is published (if you do not have a notebook, one will be provided for you).

Staff has scheduled the remaining sections of Chapter 7 for public hearing before the Planning Commission in June and before City Council on July 20 and August 3, with final public hearing and adoption of all remaining zoning districts scheduled for August 17th. This will complete Phase I of the LMC re-write. Staff is currently preparing drafts

of Chapters 3, 4, 5, 6, and 10 (as part of Phase II) for work session and public hearings before the Planning Commission in June and July. These Chapters will be forwarded to the Council in August and September for public hearing and adoption.

On March 22, 2000 the Planning Commission held a public hearing and forwarded to the City Council a positive recommendation on the HRC, HRM, and RCO and SF Districts. The Planning Commission also forwarded a positive recommendation on the proposed re-zones (described below). On May 10, 2000 the Planning Commission discussed the HCB, HR-2, ROS, and POS (formerly the proposed COS) zoning district revisions, held a public hearing, and forwarded a positive recommendation to the City Council.

SUMMARY OF REVISIONS BY DISTRICT

ROS District and proposed POS (Protected Open Space) District

Several changes were made to the ROS District regarding land uses that are permitted as either a Conditional Use with Planning Commission review and approval, or as an Administrative Conditional Use with Community Development Department review and approval. These uses are highlighted in the list of land uses. Agriculture uses were re-instated as an Allowed Use, as they were in the previous Code. Criteria for raising and grazing of horses, etc. were added.

A definition of Agriculture will be added to Chapter 15 to clarify the meaning of Agriculture as in: Crop production; orchards; flower production; and raising and grazing of horses, cows, sheep, goats and bees. No retail sales are permitted.

No changes were made to the Building Height and Setback requirements. Language was added regarding protection of Significant Vegetation. Review criteria for vehicle access control gates were added for those Districts where they are permitted with a Conditional Use Permit.

As previously discussed with the Planning Commission, staff drafted a zoning district intended for the sole purpose of maintaining undeveloped open space, wildlife, trail corridors, and other passive uses apart from the ROS zone. A draft of this POS (Protected Open Space) District, reflecting the Planning Commission's discussion and input, is included as an attachment.

HR-2 District

Staff and the Commission reviewed a graphic analysis of upper Park Avenue at the April 12 meeting. The analysis showed the area (east side of Park Avenue, backing to Main Street businesses) as it exists today and from an historical perspective. Historically the area was transitional in nature comprised of out buildings, support residential to shops, and other accessory uses to the commercial district. In recent times more residential uses have been added, often backing right up to the HCB property line with no adequate buffer area, but the area is not distinctly residential.

Some of the issues staff discussed, that should be addressed by the zoning for this transition area between Park City's core commercial/tourist destination area and Park Avenue residential uses, include the following:

- *Mitigate impacts of commercial uses on the Park Avenue residences- including parking, noise, odors, service and delivery, mechanical, aesthetics, etc.
- *Protect viability of commercial district and consider ways to buffer commercial from complaints of the residential. One way to do this would be to encourage residential parking at the rear of Park Avenue lots (on the east side of the street) as a buffer.
- *Consider impacts of additional residential uses on the east side of Park Avenue and associated parking, privacy, activity, and density on 1) existing residential uses on Park Avenue and 2) Main Street commercial uses.
- *Consider "zoning/land locked" property on the HR-2 side of the zoning line that is currently owned by Main Street business or property owners. (There are 5 such properties that extend 25' into the HR-2 district, not including those properties where common ownership extends from Main Street to Park Avenue.)
- *Fire and Emergency access to the rear of Main Street businesses.
- *Maintain pedestrian access between Park Avenue and Main Street.

Attached is a revised draft of the HR-2 district that incorporates the comments and input presented at the April 12 and May 10 Planning Commission meetings. The Commission agreed to remove the language regarding subterranean commercial uses crossing into the HR-2 district from the HCB zoning district. The Commission agreed to consider permitting those uses in the few instances where existing ownership on Main Street includes 25' back into the HR-2 in cases where a plat amendment has been approved with a specific intent to restore the existing historic structure as well as expand the business on the main floor and provide housing on the upper floor. Language regarding mechanical equipment, service and delivery, and commercial parking has been strengthened to further protect the adjacent residential neighborhood from commercial impacts.

The HR-2 district is a combination of the HR-1 zone and two previously existing overlay zones (HR-2 and HTO). Conflicting language and inconsistencies have been removed and the new HR-1 Site and Lot requirements and Steep Slope Conditional Use process have been added.

HRM District

The HRM District is a new zoning district proposed to create a better transition between the HR-1 and HRC districts, as well as between the HR-1 and RC districts, along lower Park Avenue. There are many small historic structures on lower Park Avenue, north of Tenth Street. The Commission found the existing RM, Residential Medium Density, designation not very effective in preserving the existing historic residential character of this neighborhood. This new district is a combination of the HR-1 and RM districts with the following specific changes:

1. Reduces overall height from 33' (28' plus 5' for a pitched roof) to 27' (to the peak).
2. Architectural review against the Historic District Design Guidelines is required.
3. Allows 3' Side Yards for existing 25' by 75' lots.
4. Requires front facing garage doors to be setback 20' from the front Property Line; allows the main facade to be setback 15'.
5. Specific Conditional Use Review Criteria for development on Sullivan Road were added.
6. Requires review of limits of disturbance and language regarding Significant Vegetation was added.
7. Allows as a Conditional Use, in Historic Structures, limited commercial and office uses as an incentive to preserve and restore historic structures in the area. Residential type commercial uses, such as Bed and Breakfast Inns, Boarding Houses, and Minor Hotels are a Conditional Use and may occur in either Historic or Historically Compatible structures. Previously Bed and Breakfast Inns were an Allowed Use in the RM District.

These changes are consistent with direction given to Staff by the City Council in February of 1999 when these issues were discussed. At that time the Council generally agreed that limited commercial uses in Historic structures was in keeping with the character of lower Park Avenue, was reflective of the past, and provides additional incentives for restoration of historic structures on Park Avenue.

HRC District

Previous changes to the HRC District included a Height reduction from 35' to 32', allowance for commercial uses with 2,000 sf of floor area or less to be Allowed Uses instead of Conditional Uses, and elimination of Master Planned Developments. Setbacks and floor area ratios for non-residential projects were not changed. Language was added regarding protection of Significant Vegetation.

No significant changes have been made to this District since last reviewed by the Council in February of 1999 and most recently by the Planning Commission in February of 2000.

HCB District

Previous changes to the HCB District included the addition of Swede Alley development criteria, reductions in the facade height and facade stepping requirements for buildings adjacent to Swede Alley and residential districts, elimination of Master Planned Developments, and permitting bars/taverns as an Allowed instead of a Conditional Use.

Based on City Council and public input, staff drafted additional language to address access to commercial businesses, architectural design, parking, delivery to commercial uses from Main Street, trash and mechanical service, etc. to further mitigate impacts of commercial uses in the HCB district on adjacent and neighboring residential uses.

Additional language was added to the purpose section to highlight the expectation that HCB uses will mitigate impacts they have on adjacent and neighboring residential uses.

SF District

Previous changes to the SF District included modified Front Setbacks to set front facing garage doors 5' behind the front facade of the house, allowed Bed and Breakfast Inns as a Conditional Use, eliminated cemeteries and riding academies from the list of Allowed and Conditional Uses, added neighborhood support commercial (IE. Neighborhood Markets), and added language regarding protection of Significant Vegetation. Recent changes include a restriction of Detached accessory apartments, guest houses, and secondary living quarters in the Holiday Ranchettes Subdivision. Staff is working on specific review criteria for Neighborhood Markets to incorporate into the draft (see Exhibit A).

RCO District

Previous changes to the RCO District included addition of Bed and Breakfast Inns, boarding houses and hostels, heliports, and transportation services as Conditional Uses. Recent changes include addition of specific review criteria for drive- up windows and language regarding Significant Vegetation.

PROPOSED RE-ZONES

The Planning Commission held public hearings and forwarded a positive recommendation to the City Council on the following re-zoning proposals (see Exhibit B):

Lower Park Avenue

1. Re-zone to **HRM** zone, all **RM** (Medium Density Residential) and **HCB** (Historic Commercial Business) properties on Park Avenue, north of 10th Street and south of 15th Street.
2. Re-zone to **HRM** zone, the **HR-1** (Historic Residential) properties on the east side of Park Avenue between 10th and 12th Streets.
3. Re-zone **GC** (General Commercial) zoned property on the west side of Park Avenue, south of 15th Street, to **RC** (Resort Commercial).
4. Re-zone **RM** properties north of 15th Street to **RC**.
5. Re-zone to **ROS** (Recreation Open Space) all **E** (Estate) zoned City Park property on lower Park Avenue.
6. Re-zone to **HRM** (Historic Residential Medium Density) all **E** (Estate) zoned private property adjacent to 1102-1114 Park Avenue.

The purpose of these re-zones is to create a better transition between the HR-1 and HRC zoning districts, as well as between the HR-1 and RC districts, in the lower Park Avenue neighborhood. There are many small historic structures in this area and the existing RM designation has not been effective in preserving the existing and historic character of this neighborhood.

Marsac-Ontario area

1. Re-zone to **HRL**, all **HR-1** platted lots, located south and east of Ontario and Marsac Avenue.

The purpose of this re-zone is to address community concerns regarding development of steep lots that have difficult design, access, utility, and construction mitigation issues associated with them. The HRL designation is consistent with the zoning of similar lots in this area.

Upper Park Avenue, Upper Main Street, Swede Alley, Grant Avenue

1. Re-zone to the **HR-2** zone, all **HTO/HR-2** properties located east and west of Main Street, with the exception of City property along Marsac and Swede Alley which shall remain **HR-1** without the **HTO/HR-2** overlay.

The purpose of this re-zone is to consolidate and eliminate existing, confusing and inconsistent, overlay districts to create a new district that better addresses the interface of residential and commercial uses in the upper Park Avenue and Main Street Business areas of Park City. The proposed HR-2 District provides incentives for restoration and rehabilitation of historic structures on upper Main Street, Swede Alley, and Grant Avenue by allowing small scale commercial uses as a Conditional Use.

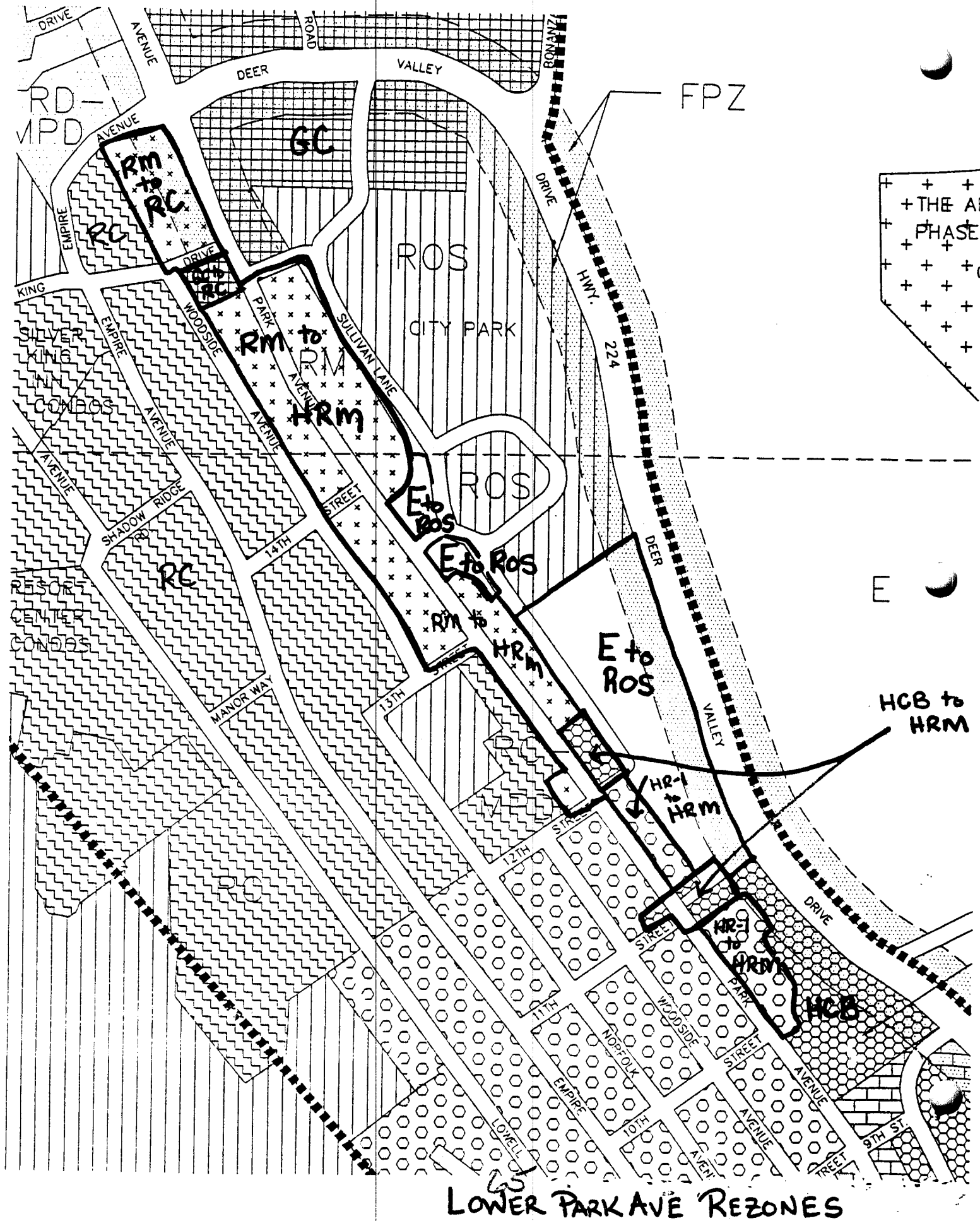
RECOMMENDATION: Staff requests the City Council conduct a public hearing on these revisions and the proposed re-zones. Staff is seeking input and direction regarding these items. All Planning Commission and Council-directed modifications from previous work sessions and public hearings have been included in the draft revisions.

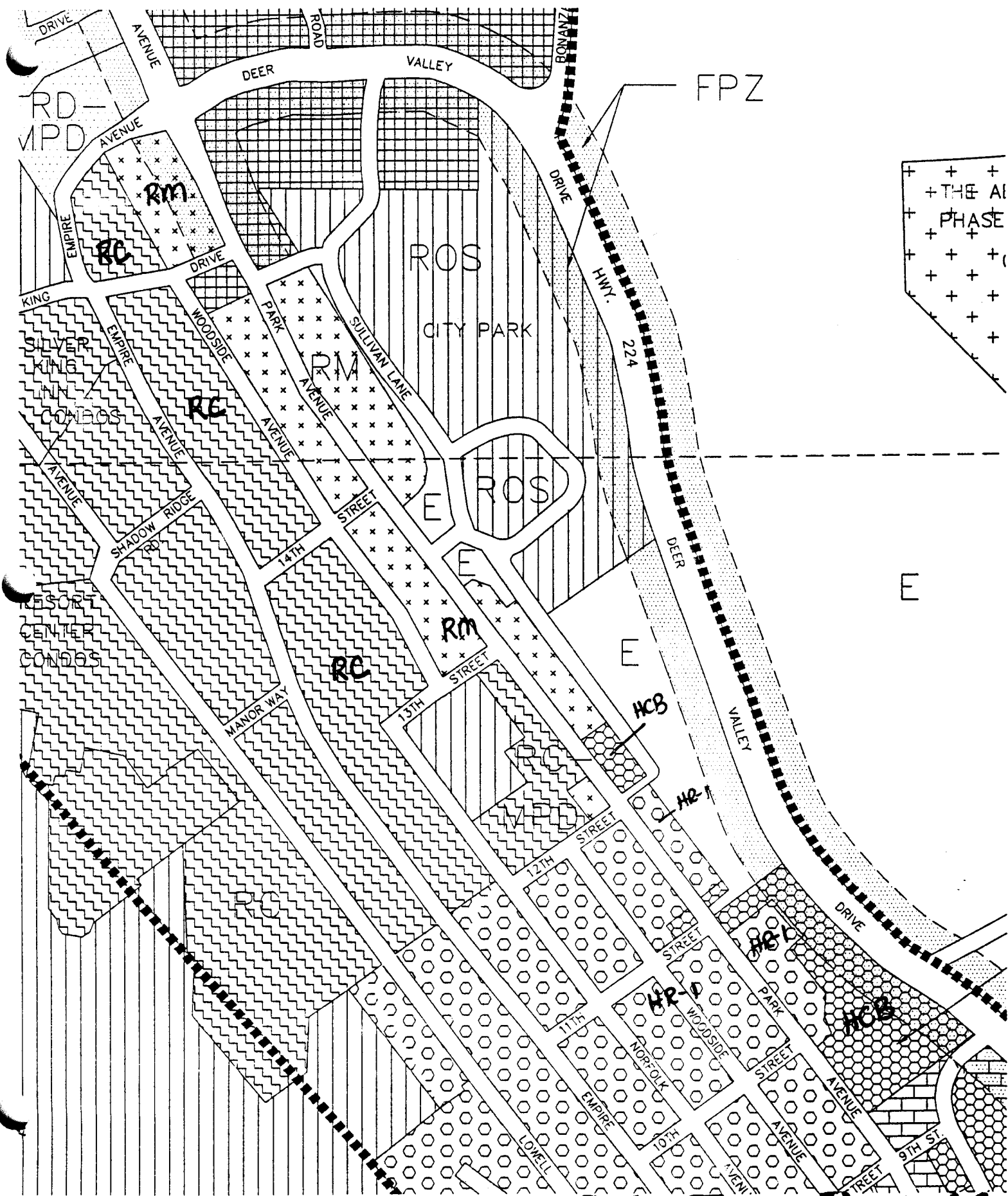
Neighborhood Markets may be approved as a Conditional Use by the Planning Commission. In making a determination whether a Neighborhood Market is appropriate on a given Lot, the Planning Commission shall consider the following criteria (in addition to all applicable findings and review standards as required for a Conditional Use Permit in Section 15.1.10):

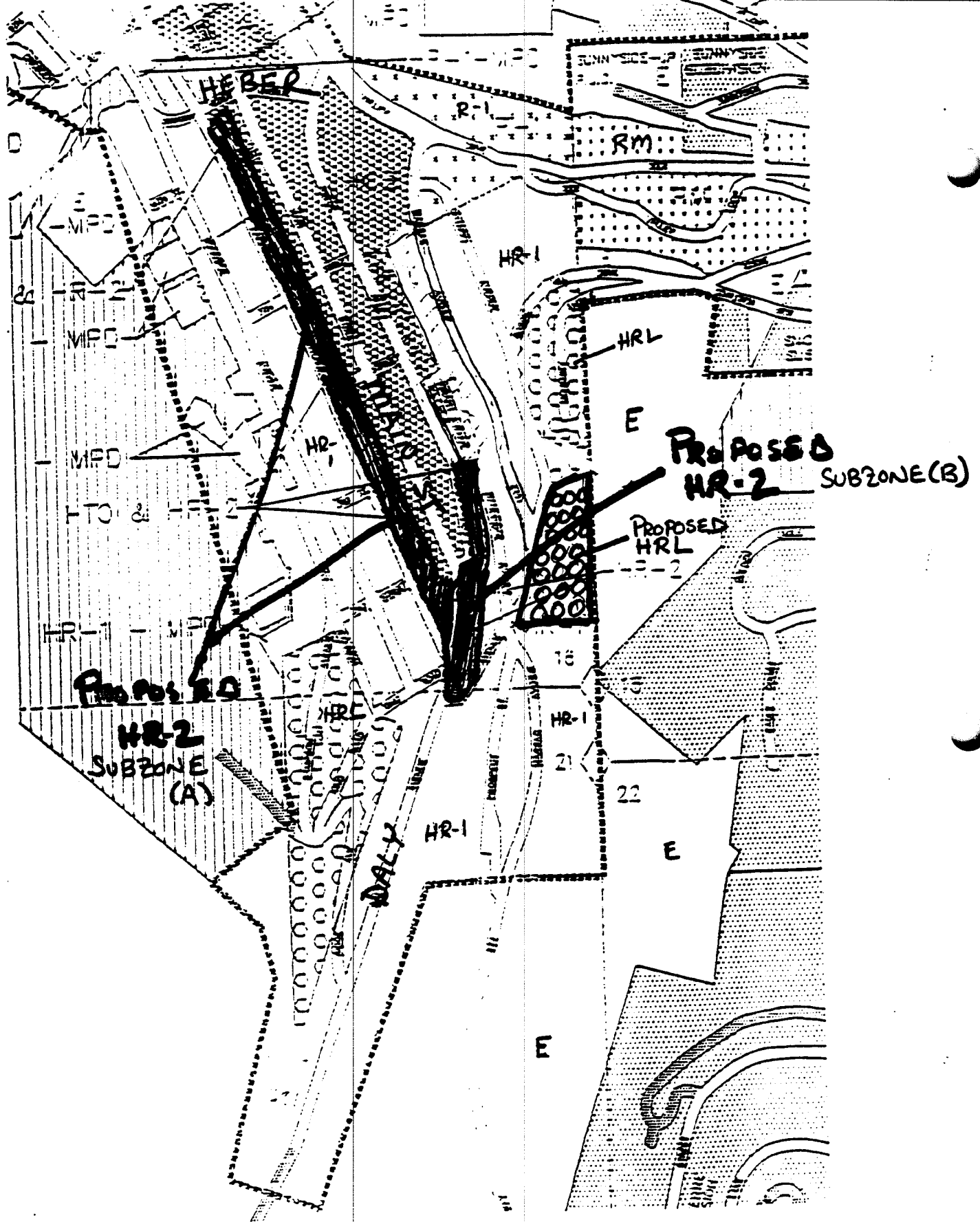
- Location on collector/arterial
- Location on a bus route
- Bus shelter
- Separation from another Market (.75 miles)
- Size of site
- Size and scale of structure-compatibility with surrounding uses and buildings
- One story
- Parking issues.. In back or side, where it has least amount of impacts
- Circulation on site and on adjacent streets..access off of collector
- Traffic studies
- Residential character architecture and site
- Residential landscaping
- Lighting
- Signs (more restrictive than sign code? Need to revise sign code?)
- Architectural compatibility-residential materials, textures, colors
- Neighborhood compatibility
- Neighborhood input... greater than 300' notice area?
- Buffering and screening from adjacent property
- Hours of operation
- No Outdoor storage Outdoor Dining? Payphones, Vending machines, etc?
- Increased setbacks?
- Bike racks
- Types of products, intensity of use (Need to add a definition of Neighborhood Market to Definitions)

EXHIBIT A.

EXHIBIT B.







PROPOSED HR-1 → HRL REZONE
 67 PROPOSED HR-2 DISTRICT

HR-2 DISTRICT

