PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 3, 1997

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, April 3, 1997.

AGENDA

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

1:30 p.m. Litigation

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

2:15 p.m. Council questions and comments
2:45 p.m. Annexations
4:15 p.m. Review of regular meeting
4:45 p.m. Interview process
5:00 p.m. Planning Commission interviews

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

5:45 p.m. Personnel matter - appointments

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

6:00 p.m.

I **ROLL CALL**

II **PUBLIC INPUT**

III **COMMUNICATIONS FROM COUNCIL AND STAFF**

IV **WORK SESSION NOTES AND MINUTES OF THE MEETING OF MARCH 20, 1997**

V **CONSENT AGENDA**

1. Award of contract to Westin Engineering, Inc. in an amount not to exceed $24,500 for engineering services for the Drinking Water Source Protection Plan

2. Approval of franchise agreement to Tom Mohr for ice cream truck vending for a period not to exceed one year (moved to New Business)

3. Authorization to staff to enter into a contract with Deer Valley Resort and Royal Street Land Company to reimburse Deer Valley Resort for the Last Chance Pump Station improvements in an amount not to exceed $170,000

4. Authorization to the Mayor to execute a Release of Restrictive Agreement and Covenant for Chatham Crossing Subdivision in a form approved by the City Attorney

5. An Ordinance approving a record of survey, Crescent Ridge Condominiums, at Crescent Road, Park City, Utah

VI RESIGNATIONS AND APPOINTMENTS

Acceptance of resignation of Tom Calder and appointment to the Planning Commission for a term expiring February 2001

VII NEW BUSINESS

1. Award of bid to Lewis Transit Sales in an amount not to exceed $511,299 for the purchase of three Thomas 30 foot mid-size coaches

2. Approval of amendment to Telemark Park Settlement Agreement

3. Approval of franchise agreement to Tom Mohr for ice cream truck vending for a period not to exceed one year

VIII ADJOURNMENT

Posted: 3/31/97

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
APRIL 3, 1997

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

Toby Ross, City Manager; Jodi Hoffman, City Attorney; Lloyd Evans, Assistant Chief of Police; Eric DeHaan, City Engineer; Rick Lewis, Community Development Director; Meg Ryan, Planner; Ron Ivie, Chief Building Official; Hope Bleecker, Transportation Director

Fred Jones, Planning Commission Chairman; Bob Wells, Deer Valley Resort/Royal Street; Jim Hier, Brian Anderson, and Cheryl Fox, Planning Commission candidates

Absent: Paul Sincock

1. **Council questions and comments.** The Mayor relayed that resigning Planning Commissioner Tom Calder requested that he be allowed to remain a member through May to complete the Park City Ski Area development recommendation. Council agreed to meet with the Salt Lake Council at the Sante Fe Restaurant on Friday, May 2. There was discussion about taking another field trip to Flagstaff. The Mayor felt it was a good idea that Tom Calder remain on the Planning Commission for a couple of months to finish deliberating on the base expansion and the new appointed member attend all of the meetings. Council concurred. Hugh Daniels urged Council to choose a date for Jodi Hoffman's review. Lloyd Evans assured Mr. Klingenstein that the 120 mph speeds achieved in the police chase last week occurred outside the City limits. Roger Harlan reported that he met with the transportation plan consultant and attended the School Board meeting.

2. **Annexations:**

Reconsideration of Sandstone Cove annexation. Eric DeHaan explained that this project was reviewed by Council last year but didn't receive the necessary votes to approve the annexation. The current project has been reduced from 18 lots to 16 lots and consists of 80 acres and the project has gone through several iterations in an attempt to cluster the density into a small area of the estate zone adjacent to the Eagle Pointe Subdivision. This leaves a parcel of ROS zoning which will be held privately and a parcel of about 31 acres which will be deeded to the City. The annexation also includes remnant slivers owned by three different property owners including the Osguthorpes and Mountain Fuel so that there is no island outside the City limits should the annexation occurs. The 16 units are oriented around a single cul-de-sac. There is not an access required to Mountain Ridge as it was determined it created more problems. There are conditions dealing with fire mitigation techniques including fire sprinkling and wild land fire mitigation zones. Mr. DeHaan continued that a new water tank is proposed which is higher than the existing Quarry Mountain Tank which currently serves Eagle Pointe Subdivision, upper Risner Ridge and upper

Ridgeview. There is a 250,000 tank capacity, it is sized for a two hour 2,000 gallon per minute fire flow, and there will be fire hydrants around the cul-de-sac perimeter. There is the issue of growth inducement, the City has received an incomplete annexation petition from the Mountain Top Subdivision owners, and staff has requested additional information. Staff does not believe that the tank is growth inducing as any annexation is subject to negotiation and the tank could not serve the Old Ranch Road area as it is too low and the water pressure would be excessive. Additionally, those property owners have never expressed a desire to annex at this point. He explained that it would be more likely that Mountain Top Subdivision and the adjoining platted properties would request service from the tank. In response to a question from Chuck Klingenstein, Mr. DeHaan explained that approximately 75,000 gallons are needed for culinary use and about 125,000 for fire suppression. Mr. Klingenstein expressed his concern about inducing growth in the adjacent areas. Mr. DeHaan indicated that there would be enough water for fire protection if connected to the Mountain Top area as there would likely be only one fire at one time and there is margin for culinary service. He continued that the 11 lots in the Mountain Top Subdivision are currently served by a private well and the fire protection is provided by a open pond. Mr. DeHaan emphasized that the tank is not oversized, but it probably could serve Mountain Top. Mr. Klingenstein brought up other platted lots in the area, and Mr. DeHaan added that he didn't feel the ridge line lots would receive a positive recommendation from the Planning Commission in recognition of the Sensitive Lands Ordinance. Mr. Klingenstein asked how many additional homes, other than Sandstone, could the tank accommodate. Mr. Ross indicated that it doesn't work that way and the size of the tank is driven by fire suppression requirements. The City could preclude the Mountain Top Subdivision from receiving City water as a part of an annexation negotiation. It was clarified that the tank is being totally funded by the developer which will be dedicated to the City. The Mayor explained that Mountain Top would probably deed its water rights to the City and build its own tank. Roger Harlan pointed out the benefit of having fire protection in the area and Eric DeHaan stated that the face of the mountain is preserved which is an important element of the Sandstone proposal.

Mr. DeHaan explained that a building permit metering system was discussed at Council's last review. It was calculated at three houses per year, but staff is reluctant to recommend this condition. Chuck Klingenstein didn't support the system, but Hugh Daniels found it valid. Shauna Kerr didn't feel a metering system would be effective with all of the construction occurring at Eagle Pointe. Mr. Harlan stated that he has talked to citizens about this issue and has changed his mind; extending construction impacts for years would not be desirable. Mr. DeHaan added that there won't be a fence line which would be quite visible in the area. There was discussion about the placement of the fire hydrants and the method for fighting a wild fire.

Flagstaff annexation. Rick Lewis explained that the applicant is not in attendance and Council may want to hold bringing up some issues until he has an opportunity to respond. The original application was filed in June 1994 but the project required additional studies. A revised application was submitted in June 1995. The site is 1,550 acres and Mr. Lewis described the area through illustration of various maps. The area represents five square miles or half of the current corporate area of the City which is ten square miles. Mr. Lewis pointed out Pods A, B, C, D, E and Z, which is primarily skiing. The original application included 565 multi-family equivalents, 131 single family, 105 hotel, 76 commercial and 80 employee housing, totaling 801, with 75% open space, including the ski runs. He added that the Planning Commission held about 20 meetings on this project and several public hearings. Flagstaff will take about 15 to 20 years to build out. Improvements to SR224 all the way up to Guardsman Pass may induce growth and there is general concern about the housing mix. Mr. Lewis discussed the decision tree prepared by staff to assist the Planning Commission in determining alternatives. The Planning Commission relied on the 1985 Comprehensive Plan and the Sensitive Lands Ordinance for guidance in reviewing the project. He emphasized the importance of the February 21, 1997 staff recommendation which analyzes the issues and for the first time staff made a recommendation which was substantially different than what the applicant proposed. This proposed 310 unit equivalents at a 1:5 density formula, 31 commercial, 31 employee housing, 150 Bonanza bonus, 15 Bonanza commercial, 15 Bonanza employee housing for a total of 552. The recommendation falls within the 3:1 outlined in the new General Plan and this was the first time that Bonanza Flats was discussed. The Planning Commission ultimately recommended between 600 to 750 unit equivalents. Rick Lewis emphasized that there isn't a lot of time if Council wants to take action on the annexation by May 1. A public hearing is scheduled at 6 p.m. at the Olympic Park Hotel on April 24 and a work session will be held on April 17.

Planning Commission Chairman Fred Jones explained that a lot happened between the staff report of February 21, 1997 and the Commission's final recommendation of March 26, 1997. The primary change was putting Bonanza Flats on the table which was never discussed until February 21. The Planning Commission had to deal with it in relatively short order with some frustration on the public's part because it was last minute, but unfortunately that is the nature of negotiations. Most of the discussion about Bonanza Flats from the public has been about open space but from a planning perspective, that is only one element. He felt that the more important element from the Commission's standpoint is a perceived ability to limit the amount of development and the amount of traffic that will eventually access Park City via Marsac Avenue. The staff and the Planning Commission concluded that there were opportunities with Bonanza to control development and concerns included year-round access of SR224 to Midway and Brighton Estates and the domino effect of project development. Mr. Jones pointed out the merits of controlling SR224 within the boundaries of the City if Flagstaff is annexed to deter any further improvement of the road over the ridge. He felt that a traffic mitigation plan is important and the Commission has made several recommendations to get some of the traffic off of Marsac Avenue. Mr. Jones added that there are some very difficult decisions that are appropriate for the Council to make. In response to a question from Shauna Kerr, Bob Wells described the location of Pod Z and the Mayor discussed what he was interested in observing as a part of the field trip. There was discussion about various owners in Pod D.

Mr. Lewis explained that he is not sure that the 1,150 acres includes a 20 acres corner parcel, but the applicant would like it considered for annexation. The Planning Commission did not recommend annexing the corner parcel at this time. The Bonanza Flats area contains about 1,500 acres. Mr. Lewis understood that there are about 400 platted lots in Brighton Estates. He explained that the recommendation from the Planning Commission is for a range of 600 to 750 units and the exact number would be determined at the time of MPD approval. Ms. Kerr pointed out that a 10,000 square foot house and a 2,000 square foot condominium unit are both determined as one unit equivalent. Mr. Lewis clarified that one unit equivalent is a 2,000 square foot residential unit or 1,000 square feet of commercial. Residential units that are less than 1,000 square feet represent .5 unit equivalents and all single family homes are one unit equivalent regardless of size. Ms. Kerr emphasized that because annexations are negotiated, Council could craft its own unit equivalent formula, i.e., a 10,000 square foot home is five unit equivalents, and the burden would be placed on the developer on how he would use his unit equivalents. Rick Lewis added that the Planning Commission approved a 5% allowance for resort commercial, representing an additional 37,000 square feet. Resort commercial stock was reduced from 10%. The Planning Commission recommended that 100 of the single family units be located in Pod D; the rest of the units would be located in Pod B and A and they will not encroach down on Prospect Ridge any further than an elevation of 7,900 feet. There was discussion regarding establishing an elevation landmark and Mr. Lewis suggested having a surveyor stake the location. The Mayor commented that the bed base be nightly rental as opposed to permanent year-round residents. Chuck Klingenstein understood that it couldn't be legally dictated and Ms. Hoffman noted that this could be explored. Mr. Lewis explained that the applicant has always represented that condominiums would be rental except for the single family component. Ms. Kerr pointed out that since the condos would be individually sold and owned the applicant can't guarantee the use. Mr. Ross suggested that the CC&Rs mandate that units be available in a rental pool and Ms. Kerr felt that it may interfere with the transferability of property and it could be questioned whether or not that would be an inalienable transaction. The Mayor pointed out the increased impacts with permanent residents as opposed to tourists.

The Community Development Director stated that the Planning Commission discussed many options with regard to affordable housing ranging from 10% to 75% of the housing being off- site. Ultimately, it was decided to have some housing on site but there was concern that employees may create more traffic in the area and the Commission recommended that the remainder of the obligation be met in the Snyderville Basin or the Jordanelle area as long as it was restricted according to Park City guidelines. There was discussion about the location of the on-site employee housing and Planner Meg Ryan added that although the Planning Commission didn't discuss this in detail, she would recommend an employee housing study so that a more direct nexus can be negotiated with regard to the impacts of each stage of a project. Mr. Lewis noted that the Commission required that affordable housing be built in conjunction with build-out of the project. He added that the ski runs will be in Pod C and there is a day lodge located between Pods D and E. There is access for deliveries, but basically no public access or parking at the lodge. The Planning Commission is concerned about snowmobiling, that the current operations be curtailed in the future, and that only residents be allowed to use snowmobiles to access their properties. The Mayor felt that the residential snowmobiling should be addressed in consideration of the potential build-out of

Brighton Estates. The Mayor asked if there have been any habitat studies. Rick Lewis explained that a wildlife inventory was conducted by a wildlife biologist and there was discussion about whether ski runs help or hinder wildlife. There were many meetings with the Fire District and Ron Ivie about a second access. The Homeward Bound area would necessitate some kind of road system which would be a ski run in the winter and the Mayor discussed equipping a vehicle like a snow cat with fire suppression devices in the winter. Ron Ivie, Chief Building Official and Fire Marshal, added that the buildings will be sprinkled. Roger Harlan brought up the difficulties with construction fires before the sprinklers are operational. Rick Lewis stated that construction mitigation was a big issue and the Planning Commission recommends that a detailed construction mitigation plan be provided. The Mayor asked if there was discussion about limiting the days for hauling. The Community Development Director indicated that it wasn't discussed specifically but the details would be worked out at the MPD stage. The applicant would like to get the primary road system constructed and be able to build as a one phase project. Pods A and B would not be built out before an 18 year time frame. Toby Ross discussed the timing of the marketability of the housing mix. Ms. Kerr commented that it is nonsensical to not build in an order that allows extension of services. Mr. Ross pointed out that the road will be private and it won't be the City's responsibility to provide street services to accommodate construction. The Planning Commission agreed that the applicant will not maintain SR224 any further than Pod D.

Chuck Klingenstein stated that he doesn't know how Council can do justice with Flagstaff with one work session, a public hearing, and action on May 1. He is ready to ask questions today but the applicant is not present. The Mayor noted that special meetings could be scheduled and the City Manager informed Council that the planning staff working on Flagstaff will be out of town next week. Ms. Kerr understood that undeveloped lands were not affected by the new annexation legislation. Ms. Hoffman stated that the new law has not been interpreted yet and urged Council and to proceed with a process Council knows how to deal with, but Council should not rush a decision. Ms. Kerr did not perceive that the Council is against a solid dead line. She felt that it would be good if Council could make a decision by May 5, but in the event that this date can not be met, she did not want to feel that Council has lost the world because she does not perceive it that way. The Mayor requested a written opinion describing HB363 as it would be helpful to Council members. The Mayor postponed the City Engineer's presentation on transportation issues.

3. **Review of regular meeting.** The Mayor requested that Item 2 be moved from the Consent Agenda to New Business. It was pointed out that the City and the contractor will inspect the improvements to the Last Chance Pump Station. Ms. Kerr complimented the Public Works' reports which included the account number for the projects and asked that all staff reports contain the information. There was discussion about Mr. Calder's extension of term until the Planning Commission renders a decision on the Park City Ski Area expansion. With regard to the bus purchase, the Transportation Director stated that UTA was going to absorb the entire $50.7 million allocation for 1998 but Park City has programmed $490,000 of that amount. She emphasized that this is not "done deal" because the City has not submitted a grant at this point but will and there is

a strong possibility that funds will be obtained. Ms. Bleecker discussed efforts for an earlier delivery of vehicles which is currently scheduled in August. She discussed the equipment purchase and pointed out that the buses are capable of traveling on the steep Mine Road.

Ms. Kerr asked why ice cream vending is prohibited on the golf courses. Mark Harrington stated the provision was included to avoid competition with the vendors on the courses. Ms. Kerr pointed out that the franchises on the golf course are non-exclusive, that the vendors don't sell ice cream, and it would be a nice item to have available.

The City Council decided on the Planning Commission interview questions, which were outlined in the meeting packet. The City Council interviewed residents Jim Hier, Brian Anderson, and Cheryl Fox for the position. See regular meeting minutes.

Prepared by Janet M. Scott

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 3, 1997

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, April 3, 1997. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, and Chuck Klingenstein. Paul Sincock was excused. Staff present were Toby Ross, City Manager; Mark Harrington, Assistant City Attorney; Lloyd Evans, Assistant Chief of Police; and Jodi Hoffman, City Attorney.

II PUBLIC INPUT

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

III COMMUNICATIONS FROM COUNCIL AND STAFF

None.

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF MARCH 20, 1997

Ms. Kerr suggested that Mr. Daniels comments on Page 2 of the work session notes be clarified that he is referring to "street" vacations. Chuck Klingenstein, "I move approval, as amended". Roger Harlan seconded. Motion carried.

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

V CONSENT AGENDA

The Mayor requested a motion, removing Item 2 to New Business. Chuck Klingenstein, "I move approval of pulling Item No. 2 from the Consent Agenda, the approving of the franchise agreement (and placing it under New Business)". Shauna Kerr seconded. Motion carried. Chuck Klingenstein, "I move approval of the Consent Agenda as outlined and noting that Item No. 2 has been removed". Hugh Daniels seconded. Ms. Kerr disclosed that she has four more hours of employment with Deer Valley and Item 3 is a contract with Deer Valley, but did not perceive a conflict of interest. Motion carried.

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

1. Award of contract to Westin Engineering, Inc. in an amount not to exceed $24,500 for engineering services for the Drinking Water Source Protection Plan - See staff report.

2. Approval of franchise agreement to Tom Mohr for ice cream truck vending for a period not to exceed one year - See staff report and Item 3 under New Business.

3. Authorization to staff to enter into a contract with Deer Valley Resort and Royal Street Land Company to reimburse Deer Valley Resort for the Last Chance Pump Station improvements in an amount not to exceed $170,000 - See staff report.

4. Authorization to the Mayor to execute a Release of Restrictive Agreement and Covenant for Chatham Crossing Subdivision in a form approved by the City Attorney - See staff report.

5. An Ordinance approving a record of survey, Crescent Ridge Condominiums, at Crescent Road, Park City, Utah - See staff report.

VI RESIGNATIONS AND APPOINTMENTS

Acceptance of resignation of Tom Calder and appointment to the Planning Commission for a term expiring February 2001 - The Mayor reported that the Council interviewed three candidates for this vacancy. He emphasized that he has been involved in the process a long time and this is the first time that all interviewees were so outstanding. The Council could have chosen all of the applicants (Jim Hier, Brian Anderson, and Cheryl Fox), but there is only one vacancy. After meeting in closed session to deliberate on the appointment, Council wasn't able to render a decision and the appointment will be made on April 17, 1997. Shauna Kerr, "I move to continue". Roger Harlan seconded. Motion carried.

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

VII NEW BUSINESS

1. Award of bid to Lewis Transit Sales in an amount not to exceed $511,299 for the purchase of three Thomas 30 foot mid-size coaches - See staff report and work session notes. In response to a question from Roger Harlan, the City Manager explained that staff would have preferred the El Dorado coaches, but the bid was substantially higher. The Mayor requested a motion to approve the purchase of the three buses. Shauna Kerr, "I so move". Chuck Klingenstein seconded. Motion carried.

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

2. Approval of amendment to Telemark Park Settlement Agreement - Toby Ross explained that the Council has had an opportunity to review a draft version of the settlement agreement amendment, and the request is that Council authorize the staff to prepare the final agreement and authorize the Mayor to execute that agreement. The agreement will provide the City with a basis to review the Deer Crest project including the ski runs. Hugh Daniels, "I move approval of the staff moving forward and finalizing the amendment to the Telemark Park Settlement Agreement and authorizing the Mayor to sign that agreement". Roger Harlan seconded. Motion carried.

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

3. Approval of franchise agreement to Tom Mohr for ice cream truck vending for a period not to exceed one year - Applicant Tom Mohr requested that the $1,000 bond requirement be omitted Under Section 3.1. He pointed out that the franchise agreement and business license can be revoked at the discretion at the City, and felt that this is too punitive in light of his investment in the vehicle and equipment. Assistant City Attorney Mark Harrington explained that he copied this provision from the Salt Lake City business license ordinance format and he can accept that omission because there are additional revocation provisions in the franchise agreement. He included it in the draft agreement as an option for Council to consider but would recommend it in a renewal agreement. Tom Mohr pointed out that this year he will be operating on a trial basis and reiterated his investment in the operation and the penalty of an additional $1,000 is unnecessary. Under Section 3.3., Safety Requirements, A and C, Mr. Mohr explained that he has agreed to install a caution swing-out arm and a convex mirror on the front of the vehicle and questioned the provision to also have an audible back-up device and a flashing yellow beacon on the top of the vehicle. He

emphasized that he is concerned about safety, but pointed out that he can not move backwards for the purpose of selling goods. Mr. Mohr suggested that he have a convex mirror on the back and rather than a flasher on the top, to use his emergency flashers when he is selling, not traveling to other areas of service. He felt it would be a nuisance to have a back-up device with a flashing beacon in Park Meadows or by the golf courses. The Mayor didn't have a problem with this suggestion. Assistant Chief of Police Lloyd Evans pointed out that with regard to the audible back-up device, that the customer base is primarily small children who may be moving around the vehicle during operation and this is one more safety feature that may ensure that mishaps don't occur. He continued that a vehicle traveling at extremely reduced speeds and frequently stops should have a beacon, as just using flashers may not distinguish it clearly. Roger Harlan agreed with the value of the beacon being a help to the motorist and is not willing to give up this warning device. Mr. Mohr argued that he wants the vehicle to be easily identified but doesn't want to appear like a "circus ornament". He pointed out that delivery vehicles and mail trucks stop in the right-of-way and there isn't a problem, and although there will be people around the truck, in his experience, could not recall these precautions and/or frenzy around an ice cream truck.

In response to a question from Hugh Daniels regarding a possible conflict in language with regard to assignment, Mr. Harrington explained that if there is an assignment, the City Council would have to consent to the transfer. He could support the omission on of the $1,000 bond, but would like to see it as a condition in the long term. Council member Daniels emphasized that the audible back-up device and flasher is not negotiable for him as it is a safety issue for him, and they are additional measures to protect the kids and prevent accidents from occurring. Mr. Mohr reiterated his comments about the lack of need for the back-up device. Ms. Kerr responded that she didn't feel that this issue is debatable. Mr. Harlan stated that he is not as concerned about the back-up device but is adamant about the flasher. With regard to the emanation of music, Mr. Mohr stated he was unclear about the allowable decibel level of the music. Hugh Daniels felt it would be at the discretion of the Police Department and Chuck Klingenstein added it would be based on complaints. Lloyd Evans explained that the operation must comply with the current noise ordinance and that the music should not be heard from a 50 foot distance. This condition is consistent with the ordinance and is considered fair by staff. Mr. Mohr noted that he will begin selling ice cream at noon and cease after dusk. Roger Harlan asked why Mr. Mohr can not sell in Solamere. Mark Harrington indicated that Council initially suggested residential areas excluding Old Town and Deer Valley because of traffic congestion considerations; this can be re-examined next year.

Hugh Daniels, "I move approval of the street vendor franchise agreement with the removal of Section 2.1". Shauna Kerr seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Aye

Paul Sincock	Absent

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 1:30 p.m. Members in attendance were Mayor Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, and Chuck Klingenstein. Paul Sincock was excused. Staff present were Toby Ross, City Manager; Mark Harrington, Assistant City Attorney; and Jodi Hoffman, City Attorney. Chuck Klingensten, "I move to close the meeting to discuss litigation". Shauna Kerr seconded. Motion carried unanimously. The meeting opened at approximately 2:15 p.m.

The City Council again met in closed session at approximately 5:45 p.m. to discuss the appointment to the Planning Commission; the Mayor requested a motion to close. Roger Harlan, "I so move". Chuck Klingenstein seconded. Motion carried. The meeting opened at approximately 6 p.m.

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

STATE OF UTAH)
ss.
COUNTY OF SUMMIT)

CERTIFICATE OF CLOSED SESSION
CITY COUNCIL OF PARK CITY, UTAH

As presiding officer of the City Council of Park City, Utah, I hereby certify that the closed session meeting held by the City Council on April 3, 1997, was held pursuant to Section 52-4-5(1)(a)(I) to discuss the character, professional competence, or physical or mental health of an individual.

DATED this ____ day of April, 1997.

Mayor Bradley A. Olch

Subscribed and sworn before me this 22 day of APRIL, 1997.

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

Janet M. Scott, Notary Public

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

Prepared by Janet M. Scott

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

Janet M. Scott, City Recorder

MEMO

To: City Council
From: Nora L. Seltenrich
Subject: Reconsideration of Sandstone Cove Annexation
Date: March 31, 1997

Background

On July 25, 1997, the City Council considered and took action on an annexation petition for Sandstone Cove. The motion to annex Sandstone Cove failed for the lack of the necessary 2/3 majority vote.

Since that time, the City Council has reviewed and approved Phase I of the revised General Plan for Park City which lends some general guidance for annexations. The applicant is now requesting that the annexation be reconsidered.

Attached to this memo is the most recent staff report transmitted to the City Council, as well as a draft of the Annexation Resolution and Annexation Agreement which were being considered last summer. Also attached are the minutes from the meeting of July 25, 1996 City Council meeting as they pertain to Sandstone Cove.

The item is scheduled for City Council consideration on April 17, 1997.

Issues for Discussion

As you review the background documents, please identify issues which you wish to discuss, or conditions you may wish to modify. The staff would like feedback on the following two items:

- Size of water tank and potential growth inducing impacts - There has been some discussion of decreasing the size of the proposed tank below 250,000 gallons. Eric DeHaan, City Engineer, is still recommending that a 250,000 gallon tank be constructed and that a tank of this size would not have significant excess capacity to be growth inducing.

- Construction Phasing - In response to City Council concern, the applicant agreed to a construction phasing restriction. Does the Council still feel this is important for this annexation?

If you would like additional background information, please feel free to contact me.

COUNCIL AGENDA REPORT

DATE: July 17, 1996
DEPARTMENT: Community Development Department
AUTHOR: Nora Seltenrich, Special Projects Manager
TITLE: Sandstone Cove Annexation Request
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS:
Make a decision on the proposed annexation and direct staff to prepare appropriate findings and conclusions.

DESCRIPTION:

A. Topic.

PROJECT STATISTICS:

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

B. Background.

Since this annexation and MPD request was submitted in July 1994, the applicant and staff have worked to identify and address technical and conceptual issues. In response to input from the staff and Planning Commission, the applicant has revised the plan several times. The original application was for 50 units and included a *cul-de-sac* on the west side of the property, visible from U-224. At this time, the staff recommended to the Planning Commission that the Annexation Petition be considered premature based upon the adopted Annexation Policy Declaration, and the fact that the City was about to engage in a comprehensive planning process that would include this area within an updated General Plan.

On May 9, 1995, the applicant submitted a revised plan which the Planning Commission discussed in July, 1995. This plan eliminated all lots on the west side of the property, facing U-224. The Planning Commission felt this plan had merit but lacked a satisfactory secondary access. The Commission directed the applicant and staff to work on resolving the issue of emergency access prior to further discussion of the petition. The applicant and Chief Building Official/Fire Marshall have drafted a Fire Prevention and Protection Plan to mitigate for the petitioners' lack of secondary access.

The current revised proposal includes 18 large single family lots and eliminates the *cul-de-sac* on the west side of the property, facing U-224. The parcels are very large, ranging from .42 acres to 5.82 acres and averaging 2.66 acres. Although the original site plan indicated that the entire 80 acres would be in private ownership as part of individual parcels, the applicant is willing to dedicate to the City 30.54 acres on the west side of the property (facing U-224). A site plan is attached for your review.

The applicant is requesting annexation into the City and zoning consideration to increase density over what is currently allowed in the County (1 unit per 40 acres allowing 2 dwellings on the 80.13 acres). This area is currently in Tier 2 and is zoned critical/sensitive area in the County. In order for this to develop at this density in the County, a land use amendment would have to be granted as well as a modification to the Tiering system. The current Comprehensive Plan for Park City does not designate a land use for this area. The updated General Plan is scheduled to designate a land use for this area, although that process is not yet complete.

The applicant received conditional Master Planned Development (MPD) and Sketch Plan approval from the Planning Commission and the Commission forwarded a positive recommendation on the Annexation and Zone Change to the City Council.

The annexation petition also includes 3 small pieces of property on the corner of Meadows Drive and U-224. One is where the Mountain Fuel gas pressure regulator is located. The second is a small parcel owned by D.A. Osguthorpe and the third is a small parcel owned by the owners of the Sandstone Cove properties. At staff's request, the applicant modified the annexation plat to include these parcels so that the proposed annexation would not create an island of unincorporated land, contrary to state law. Staff recommends that these parcels be zoned Recreation Open Space (ROS). Staff sent notice of the amended annexation plat to each of the property owners listed above. On April 4, 1996 the Council held a public hearing on this matter to allow these property owners, and any others, an opportunity to speak prior to annexation.

C. Analysis

The City Council has held two work sessions on the annexation request and discussed issues relating to:

Adequacy of Fire Access and Mitigation Plan
Timing and Phasing of Development
Affordable Housing
Growth Inducing Impacts
Subdivision Configuration

Based upon input from the City Council, the applicant is willing to further condition the annexation request (from the project recommended by the Planning Commission) in the following ways:

- The applicant will purchase and convey to Park City 1.8 unit equivalents of affordable housing stock. The unit(s) will be conveyed to Park City at the time of recordation of the final subdivision plat. If the Council accepts this approach, it would be subject to staff approval of the condition, quality and location of the unit(s).
- To control the rate of development, permits for new dwellings would be limited to:

YEAR	PERMITS AVAILABLE	PERMITS FROZEN	PERCENT FROZEN
1	2 permits	16 permits	89%
2	2 permits	14 permits	78%
3	3 permits	11 permits	61%
4	3 permits	8 permits	44%
5	4 permits	4 permits	22%
6	4 permits	0 permits	0%

D. Alternatives

The following alternatives are presented for the Council's consideration. The applicant is requesting that the City Council direct staff to prepare an annexation agreement and findings and conclusions for ratification by the Council.

A. Direct staff to prepare the Annexation Agreement for Council Action as recommended by the Planning Commission with the additional conditions

regarding employee housing and construction phasing. This alternative would require the staff to draft an Annexation Agreement consistent with the project as approved by the Planning Commission for consideration by the City Council and the Applicant.

B. Direct staff to prepare findings and conclusions to deny the Annexation Request due to prematurity. The City Council could decide that this property should be developed within the City Limits if and when it develops, but that it is not appropriate at this time. This prematurity may be based upon considerations such as:
- The status of the Revised General Plan
- The premature extension of public services
- The lack of a compelling reason to grant increased density over the 1 unit per 40 acre designation of the County

C. Direct staff to prepare findings and conclusions to deny the Annexation Request due to other factors. Other possible findings for denying Annexation at this time may include:
- Growth inducing impacts of the infrastructure extension
- Inadequacy of the fire access and mitigation plan
- Will result in additional primary residences which is not a priority in the currently adopted Annexation Policy Declaration
- Lack of support for the Planning Commission approved Master Plan

D. Direct staff to prepare necessary documents to approve the Annexation with additional or modified conditions. The City Council could impose additional conditions or approve a modified request, which may address:
- Further limitations on the rate of build-out of the parcels
- Alternative methods to satisfy the employee housing obligation

E. Direct staff to prepare the necessary ordinance with findings, conditions of annexation and a final annexation agreement to approve the Annexation of the property and approve the zoning, but remand the item back to the Planning Commission to revise the Master Plan Development. The Council would need to give the staff and Planning Commission clear direction on the nature of the modifications desired. These could include:
- Fewer parcels
- Reconfiguration to eliminate flag parcels

Draft Resolution No. 96-____

A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT AND ANNEXING APPROXIMATELY 82 ACRES OF PROPERTY LOCATED AT HIGHWAY 224 INTO THE CORPORATE LIMITS OF PARK CITY, UTAH

WHEREAS, Black Diamond Partners, with consent of the owners of approximately 80 of 82 acres of the subject annexation plat (Petitioner), petitioned to annex to the City, pursuant to an annexation agreement, background zoning and master planned development approval;

WHEREAS, the proposed annexation is included within the City's Annexation Policy Declaration Statement and Annexation Boundary area and is more particularly described on the Annexation and Zoning Plat attached hereto as Exhibit A (Property);

WHEREAS, the City has been working with Petitioner for over a year on a master planned development for 80 of 82 acres of the Property to allow estate development and to dedicate land along the City's entry corridor;

WHEREAS, Petitioners have offered to convey approximately 30.52 acres of the Property to the City as a part of this annexation which adds to the protection of the entry corridor and is contiguous to other City property;

WHEREAS, the petition for annexation and master planned development comply with the Sensitive Lands Ordinance;

WHEREAS, the master planned development for the Property does not include secondary emergency access;

WHEREAS, Petitioners propose extraordinary fire prevention measures on site to mitigate the lack of secondary access;

WHEREAS, on February 22, 1996, March 7, 1996 , and April 4, 1996, the City Council reviewed the matter in open public session;

WHEREAS, on March 7, 1996, and April 4, 1996, after proper notice, the City Council conducted a public hearing and took public testimony on the annexation;

WHEREAS, the Property is not included within any other municipal jurisdiction, and there have been no protests filed by any other jurisdictions; and

WHEREAS, it is in the best interests of the City to execute an Annexation Agreement in substantially the same form as is attached hereto and to annex the property into the corporate limits of Park City;

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

SECTION 1. Annexation Agreement. The Council hereby authorizes the Mayor to execute an Annexation Agreement in substantially the same form as is attached hereto as Exhibit B.

SECTION 2. Annexation. The Property is hereby annexed to the corporate limits of Park City, Utah according to the annexation plat executed in substantially the same form as Exhibit A. The Property so annexed shall enjoy the privileges of territory within Park City as limited in the Annexation Agreement and shall be subject to all City levies and assessments as described in the terms of the Annexation Agreement. The Property shall be subject to all City rules and regulations upon the effective date of this resolution.

SECTION 3. FINDINGS OF FACT.

1. On July 8, 1994 Petitioners applied for annexation and Master Planned Development approval for Sandstone Cove.

2. Their application involves property that is within the City's Annexation Policy Declaration Boundary, is contiguous to the City's corporate boundary and, when annexed, is appropriate for urban development in the corporate boundary due to its proximity to and access through Park City.

3. Park City's benefit in accepting this Annexation arises from Petitioner's offer to donate 31 acres along the entry corridor. The donation parcel is contiguous with, and links other City property.

4. The Petitioner proposes to build and dedicate to the City a water tank which will provide adequate water for this subdivision as well as the potential to provide additional water storage and fire flow for other subdivisions.

5. The Petitioners proposed extraordinary fire protection measures to mitigate their inability to provide two points of emergency access for the proposed development. These measures include a commitment to implement the following mitigation plan for each dwelling unit, all to the reasonable satisfaction of the Fire Marshall:

a. Exterior building materials shall be constructed of flame retardant or non-combustible materials;

b. All structures shall have exterior and interior fire sprinklers;

c. No wood burning devices (interior or exterior);

d. All structures shall be surrounded by defensible space which includes a primary zone of twenty-five feet from the structure in which plant materials must be irrigated and a secondary zone of an additional fifty feet in which dead or unhealthy plant material must be cleared at all times; and

e. Adequate fire flow for this project supplied by a new underground 250,000 gallon water tank, easements, and appurtenances all dedicated on site, at the elevation of 7200 feet.

6. The Planning Commission conducted a public hearing on December 10, 1995 and distributed written notice of the public hearing consistent with the Park City Land Management Code.

7. On February 22, 1996, March 7, 1996 , and April 4, 1996, the City Council reviewed the matter in open public session and on March 7, 1996, and April 4, 1996 after proper notice, the City Council conducted public hearings and took public testimony on the matter;

8. Petitioners' master planned development site design avoids sensitive ridge lines, wetlands and slopes in excess of 30%.

9. Upon annexation, approximately 17.78 acres of the Property will be zoned Estate (E), another 64.20 acres will be zoned Recreation Open Space (ROS). The Estate and ROS zones are both fully described and depicted on Exhibit A.

10. Parcel 1 will be donated to the City, in fee simple absolute. Parcel 1 is approximately 30.52 acres and is fully described and depicted on Exhibit A.

11. Petitioners have offered to construct and dedicate trail easements, to confine the proposed development within limits of disturbance, to subject the Property to normal and customary impact fees and to comply with the City's Affordable Housing Guidelines.

12. All provisions outlined in the Annexation Agreement shall apply.

SECTION 4. Conclusions of Law:

1. The Sandstone Cove Annexation and background zoning are consistent with the health, safety, welfare, of the citizens of Park City and provide a benefit to Park City citizens through its public dedication and preservation of Open Space, a dedication for affordable housing, important trail linkage and the provision of water rights and improved fire flow in the Park Meadows area.

2. The Annexation proposed meets the standards set forth in the Annexation Policy Declaration, the Land Management Code, the Sensitive Lands Ordinance, and UCA (Section 10-2-417).

SECTION 5. Conditions of Approval:

1. The life of the MPD shall begin on the effective date of this resolution and shall expire pursuant to the provisions of the Land Management Code.

2. Preliminary and final plats for Sandstone Cove shall follow a normal, thorough planning process in accordance with the conditions of approval of the Master Planned Development, this Annexation and the Land Management Code. The plats shall substantially conform to the Planning Commission's December 10, 1995 MPD and Sketch Plat approval for Sandstone Cove, as amended by the City Council. Specifically, subdivision plat for Sandstone Cove must include provision for the following:

a. Home sizes which are consistent with adjacent developments and which take into consideration the visual impact of the building pads.

b. Exact trail locations, design, and commitment to construct a soft surface trail connecting the Mountain Ridge Subdivision to Meadows Drive in the Eagle Pointe Subdivision. This trail must be constructed concurrent with subdivision improvements, and dedicated as a condition precedent to final plat approval.

c. Architectural Guidelines, CC&R's, and plat notes which are consistent with the MPD approval which address fire prevention measures approved by the Chief Building Official, limits on building location, limits on irrigated area, design guidelines consistent with City standards, and no perimeter fencing of the development or of individual lots within the development.

3. The sanitary sewer for the Master Planned Development is approved in a configuration which connects to the sanitary sewer lines built for the Eagle Pointe Subdivision. The Petitioner must acquire easements, construct such improvements and dedicate to the Snyderville Basin Sewer Improvement District all necessary sewer lines for the MPD. The actual sewer alignment must comply with the Sensitive Lands Ordinance.

4. All Park City Municipal Corporation Standard Project Review Requirements apply.

5. Petitioners must dedicate and actually convert to municipal use, within the Treasure Mountain Middle School Well, a minimum of 29 acre feet of water rights with a priority of 18__ or earlier and which have a low flow source which satisfies the Public Works Director.

6. Petitioners shall build a 250,000 gallon water tank, and all easements and appurtenances, including but not limited to an above-ground pump station, as required and to specifications approved by the City Engineer.

SECTION 6. Compliance with State Law. This annexation, in the judgment of the City Council of Park City, meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code.

SECTION 7. Effective Date. This Resolution shall take effect immediately.

DATED this ___ day of April, 1996.

PARK CITY MUNICIPAL CORPORATION

____

BRADLEY A. OLCH, MAYOR

ATTEST:

____

Anita Sheldon, City Recorder

APPROVED AS TO FORM:

____

City Attorney

When Recorded, please return to:
City Recorder
Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060

ANNEXATION AGREEMENT
FOR THE SANDSTONE COVE PROPERTY

This Annexation Agreement is made by and between Park City Municipal Corporation ("Park City") and Black Diamond Partners (Hank Rothwell and Gerald Jackson), George J. Condas, Nick J. Condas, the Heirs and devisees of Mary C. Lehmer Probate no. 2260 Summit County Utah, John R. Lehmer general representative, Hermione P. Bayas, Chris J. Condas, Alexandra C. Ockey (hereafter collectively referred to as "Petitioners") to set forth the terms and conditions under which Park City will annex land owned by Petitioner into the corporate limits of Park City and extend municipal services to a portion of that property. This Agreement is made under authority of Utah Code Annotated §10-2-414 (1953, as amended), and shall serve as a supplemental annexation policy declaration when executed by all parties. In consideration of Park City's agreement to annex Petitioner's property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

1. **Property.** The property to be annexed is approximately 81.93 acres, depicted on Exhibit A and includes an 80.13 acre parcel owned by Petitioners, more fully described in Exhibit B, and incorporated herein by reference (hereafter referred to as the "Property" or "Sandstone Cove").

2. **Zoning.** Upon annexation, Sandstone Cove will be zoned in two areas as shown on Exhibit A. Approximately 64.20 acres of Sandstone Cove will be zoned Recreation Open Space upon annexation. The ROS zone incorporates annexed property that Petitioners do not own. The entire zone is fully described and depicted on Exhibit A. The remainder of Sandstone Cove (approximately 17.78 acres) will be zoned Estate. The Estate Zone is fully described and depicted on Exhibit A.

3. **Master Plan Approval.** The Planning Commission approved a Master Planned Development (MPD) and the City Council amended the MPD, as a part of this annexation process. The MPD approval is for 16 single family parcels. The density, road and lot locations, open space, trails, and other parameters of development within Sandstone Cove shall be consistent with the MPD approval as shown in Exhibit B. The MPD is valid for two years from the effective date of the Resolution authorizing this Agreement. If that MPD expires, the underlying Estate zoning shall apply to the parcel.

4. **Density.** The total density of the MPD for Sandstone Cove is 16 single family parcels. That density will be further restricted prior to subdivision plat approval to include maximum height and building mass limitations.

5. **Trails.** Petitioner agrees to submit a trails plan and to construct and dedicate such trails and trail easements to the reasonable satisfaction the City as a condition precedent to preliminary plat approval for Sandstone Cove. The trails plan shall include a connection from the Mountain Ridge Subdivision to the future phases of the Eagle Pointe subdivisions.

6. **Open Space.** Sandstone Cove shall feature an expanse of open space as shown on Exhibits A and B which shall be preserved as follows:

A. City Ownership. Petitioners shall transfer by statutory warranty deed satisfactory to the City approximately 30.52 acres of Sandstone Cove to the City in fee simple (the City Open Space parcel). The City Open Space Parcel is more accurately described and depicted as Parcel 1 on Exhibit A and shall be zoned ROS.

B. Use Restrictions and Preservation. The remainder of the property zoned ROS within Sandstone Cove (the Private Open Space) shall be subject to deed restrictions, in addition to the ROS zoning, which will ensure the perpetual preservation of the open space and shall restrict the uses of the Private Open Space Parcel. The use restrictions shall be drafted and recorded to the satisfaction of the City prior to recordation of the Preliminary Plat for Sandstone Cove. Sandstone Cove CC&R's shall further restrict the use of the Private Open Space.

C. Maintenance. Open space shall be maintained by the entity holding fee title to the property.

7. **Fire Prevention Measures.** Because of the Petitioners' inability to provide two points of emergency access, the Petitioner agrees to implement the following mitigation plan for each dwelling unit, all to the reasonable satisfaction of the Fire Marshall:

a) Exterior building materials shall be constructed of flame retardant or non-combustible materials;

b) All structures shall have exterior and interior fire sprinklers;

c) No wood burning devices (interior or exterior);

d) All structures shall be surrounded by defensible space which includes a primary zone of twenty-five feet from the structure in which plant materials must be irrigated and a secondary zone of an additional fifty feet in which dead or unhealthy plant material must be cleared at all times; and

e) Adequate fire flow for this project supplied by a new underground 250,000 gallon water tank, easements, and appurtenances all dedicated on site, at the elevation of 7200 feet.

8. **Affordable Housing.** The Petitioner shall convey to the City 1 unit of affordable housing, or, at the discretion of the City, shall pay a fee in lieu of its obligation to construct 1.6 units of affordable housing (on site) in an amount that is consistent with City policy at the time the Preliminary Plat is approved. If the City chooses to accept a fee in lieu of its affordable housing obligation, the Petitioner agrees to pay such fee prior to final plat recordation.

9. **Construction Staging.** The petitioner shall be required to submit a construction staging plan as a condition precedent to approval of any building permits. Construction staging plans shall also be required precedent to building permit issuance on any of the 16 single family parcels.

10. **Rate of Development.** The petitioner has agreed that the rate of buildout of the 16 parcels will be phases as follows:

a. Building Permits per Year. For each of the first four years, Sandstone Cove lost owners would have the right to apply for up to three building permits for new single family dwellings. Park City's Building Inspection Department shall process the applications on a "first come-first served" basis. In the fifth year, the owners would have a right to apply for 5 permits.

b. Carry-Over. If the allowed number of permits is not issued within any year, any unused rights to apply for building permits would carry over to the next year or years.

c. Initial Term. The first building permit year would run from the date of the recordation of the final Plat through December 31 of said year.

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

e. Subsequent City Adopted Rate Control. If the City establishes a city-wide Rate of Development ordinance or an Annual Building Permit Ceiling, those subsequent policies shall apply and the above-mentioned system shall become null and void.

11. **Roads and Road Design.** All streets, roads and trails within Sandstone Cove shall be public and public access may not be obstructed. Primary access to Sandstone Cove is proposed over a private road and property, which is scheduled to be improved, platted, and dedicated for public use by an adjoining property owner. Prior to approval of any plat to subdivide Sandstone Cove, Petitioner must demonstrate its legal

right of access to the reasonable satisfaction of Park City. The parties agree that Sandstone Cove is benefited by road improvements scheduled for completion in the Eagle Pointe subdivision and that Petitioner shall participate in a proportionate reimbursement agreement for those improvements with the City and/or the developer of the Eagle Pointe subdivision at a later date.

12. **Sanitary Sewer.** Alignment of the sanitary sewer shall be determined as a part of the preliminary plat for Sandstone Cove. The preferred alignment is through Eagle Pointe, in a location to be determined, which results in the least visual impact and site disturbance. If this alignment cannot be achieved, a revised alignment shall be the subject of public hearing during the preliminary plat process. The parties agree that Sandstone Cove is benefited by sewer improvements scheduled for completion in the Eagle Pointe subdivision and that Petitioner shall participate in a proportionate reimbursement agreement for those improvements with the City and/or the developer of the Eagle Pointe subdivision at a later date.

13. **Dedication of Water Rights.** Petitioner shall immediately dedicate to the City adequate water rights for the development and such additional water rights as are necessary to achieve the equivalent of 100% conversion of 22.77 acre feet of Weber River Decreed Right #450 and 6.46 acre feet of Weber River Decreed Right #437 (priority of 1875 or earlier, from a source with an equivalent low flow volume right). The Petitioner, with the cooperation of the City, shall undertake the burden and expense of converting the dedicated water rights to the City's year-round municipal use and for changing the points of diversion, type of use, and place of use of those rights to the City's Park Meadows and Treasure Mountain Middle School Wells or as designated by Park City, at its sole discretion. Petitioner shall be responsible for the administrative and legal expenses incurred in making such changes.

Formal State Engineer approval of the change of 100% of the equivalent of 22.77 acre feet of Weber River Decreed Right #450 and 6.46 acre feet of Weber River Decreed Right #437 (as described above) to the City's Park Meadows and TMMS Wells would constitute full satisfaction of the water development fees the City would otherwise collect from the owners of lots within the annexed area at the time of building permits. However, State Engineer approval of this Change Application could take a long time, and is not likely to occur before Sandstone Cove lot owners would like to connect to the City's water system. Therefore, Park City will collect all normal water development fees from Sandstone Cove lot owners as the lots develop. When the State Engineer approves the Petitioners' conversion of a 100% of 29.23 acre feet of water rights as described above, the City will reimburse to Black Diamond Partnership the actual water development fees the City has collected from lot owners within Sandstone Cove.

14. **Water Connection and Other Water System Costs.** As a condition of its Master Planned Development approval, and this Agreement, Petitioner shall construct and dedicate a 250,000 gallon water tank and all necessary easements and appurtenances including an above-ground pump station at a site and to specifications approved by the City Engineer. Upon completion of the tank, easements and appurtenances all to the

satisfaction of the City Engineer, the Petitioner shall dedicate the easements and water facilities to the City. As each building permit is obtained for each dwelling unit within the subdivision, the lot owner shall pay the Park City Water Connection fees as provided by the Park City ordinance in effect at the time of application for building permits. The parties agree that no Sandstone Cove lot owner shall be entitled to an offset (in whole or in part) of the Park City Water Connection Fee as a result of the Petitioner's successful completion of this condition.

15. **Perimeter Fencing:** Petitioner shall not allow a perimeter fence on any lot, or surrounding any portion of the subdivision.

16. **Home Size Limitation/Protection Zone:** Preliminary and final plats for Sandstone Cove shall follow a normal, thorough planning process in accordance with the conditions of approval of the MPD, with this Agreement, and with the Land Management Code. At a minimum the plat shall limit maximum structure sizes in a manner that is consistent with home sizes of adjacent developments and which takes into consideration the visual impact of the clear zones and building pads. Consistent with all City annexations the Petitioners shall offer to dedicate a protection strip along the perimeter of the Property that is contiguous with unincorporated Summit County.

17. **Planning Review Fees.** Petitioner is responsible for all subdivision and construction inspection fees required by the City at the time of application.

18. **Impact and Building Fees.** Sandstone Cove lot owners shall pay all generally-applicable impact, building permit, and plan check fees due for construction on the annexed land at the time of application for building permits.

19. **Acceptance of Public Improvements.** Petitioner shall offer to Park City title to those roads, water tank, easements and appurtenances, upon Petitioner's fulfillment of all Code requirements and Park City's final approval of the infrastructure construction.

20. **Snow Removal and Storage.** Park City is not obligated to remove snow from public streets within Sandstone Cove until 50% (8 out of the 16 lots) have been improved by the construction of houses on those lots as evidenced by Park City's issuance of a minimum of eight (8) certificates of occupancy for dwelling units within Sandstone Cove.

21. **Effective Date.** Annexation of the Property shall be effective upon recording of the plat and ordinance approval of the annexation. This Agreement is effective as of the date of the Resolution authorizing its execution.

22. **Governing Law.** The Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue are proper in Summit County.

23. **Real Covenant, Equitable Servitude.** This Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property.

24. **Assignment.** This Agreement is also a personal obligation of the Petitioners. Petitioners may assign its obligations under this Agreement, only upon prior written consent of the City, upon demonstration that the City's rights are adequately secured by the assignment. Consent to assignment shall rest in the sole discretion of the City.

25. **Compliance with City Code.** Notwithstanding paragraph 19 herein, from the time of City Council approval of this agreement, Petitioners and their agents shall comply with all City Codes and Regulations pertaining to the subject property.

26. **Full Agreement.** This Agreement contains the full and complete agreement of the parties regarding the Annexation and there are no other agreements in regard to the annexation of the Property. This Agreement may be amended only by a written instrument signed by all parties hereto.

DATED this 5th day of September, 1996.

Signatures, jurats, attestations, approved as to forms etc

Sexually oriented businesses ordinances. Mark Harrington explained that he changed the definition of semi-nude and indicated that Joe Tesch has reviewed the ordinance. Mr. Tesch expressed a preference that we also amend the definition for business in the ordinance to exempt non-profit organizations. Mr. Harrington stated that he is not recommending that, because that definition has application to non-profits in other parts of the Code, i.e., beer licensing. He added that he would not recommend a blanket exemption of one particular group, but felt that all of Mr. Tesch's concerns have been met. He is suggesting that with regard to the definition of adult motion picture theater, that there be additional language, "at its principal business, regularly shows films. . ." This would be an additional narrowing of that definition. Changing from strict numbers was discussed and Mr. Harrington pointed out that this may create an opportunity for a loophole, but it offers flexibility for the arts community.

Public safety radio equipment. In response to a question from Paul Sincock, Lt. Evans explained that they met with other vendors; including Motorola who quoted $70,000, and GE at $100,000. He discussed that this is pc technology and explained that the "dead zone" issue will not be handled with this contract.

Sandstone Cove annexation. Nora Seltenrich explained that the affordable housing unit and construction phasing were issues at the last meeting. The applicant is willing to purchase and convey to Park City 1.8 unit equivalents of affordable housing stock and has submitted a revised phasing schedule. Once Council has provided direction, staff will draft findings and conclusions, and/or agreements and Ms. Seltenrich described the range of options available to Council. Chuck Klingenstein felt that with regard to phasing, since there aren't homes there now, it may be better to build more in the beginning but asked for Ms. Seltenrich's opinion. She indicated that this was discussed in conjunction with the General Plan, and the Planning Commission believed that it was better to get the construction done. Ms. Seltenrich felt that the phasing plan was probably consistent with what market conditions would dictate. She added that monitoring the phasing plan will add to the staff's workload and Council could use this project as a trial for future annexation phasing conditions. Chuck Klingenstein pointed out that if a permit rate system is implemented that this be addressed in the phasing condition. In response to a question from Roger Harlan, Mr. Jackson explained that the number of units was determined on economics and what was acceptable politically. He added that the project is burdened by building a water tank, and a larger contribution to the affordable housing pool. If there is a permit allocation system in the future, Mr. Jackson requested that the phasing condition be removed. Roger Harlan stressed that the phasing should be clearly indicated on the plat. Paul Sincock discussed having no more than three houses under construction at one time. Mr. Jackson discussed the disruption of stretching the construction process which is not the desirable outcome of the intent of phasing.

Shauna Kerr pointed out that if the property were developed in the County, there would be only two units. She asked what the downside would be not to annex, work with the County, and wait until the annexation policy of the General Plan is available. She did not feel that there would be a downside for the City. In order for Sandstone to develop more than two dwellings, a land use amendment would have to be granted as well as a modification to the tiering system. The current comprehensive plan of Park City does not designate a land use for this area and the updated General Plan is scheduled to designate a land use for this area. She asked if there was any support from her fellow Council members to deny the annexation until it is timely submitted after the General Plan is adopted. The applicant could submit an application to the County now or wait until the General Plan is adopted. Ms. Kerr noted that now the Council is responding to a density that the applicant has proposed as appropriate and the County feels two is appropriate. She added that once Sandstone is annexed, the Mountain Top Subdivision annexation petition is affected, and asked if that is prudent planning before the benefit of the General Plan. The Mountain Top Subdivision petition was discussed. The City Manager commented that the General Plan will be back to Council sometime this fall. Hugh Daniels appreciated Ms. Kerr's comments but felt some responsibility to the good faith efforts by the agents of Sandstone Cove. He added that the annexation will provide the City with important open space. Ms. Kerr argued that she would rather see two houses in the County than 18 in the City. The Mayor recognized that Shauna Kerr's position has merit and that she has been consistent with her position on annexation proposals. Ms. Kerr reiterated that the County specifies two units per 80 acres, the City is trying to negotiate a contract, and she didn't believe that the City is getting the benefit of the bargain.

Chuck Klingenstein relayed that he has been thinking about Ms. Kerr's comments and the transition of the large densities of Park Meadows. Paul Sincock pointed out that Mountain Top far exceeds the 1:40 acre density and it is a gamble with regard to outcome of a land use amendment. He envisioned the City limits going over Quarry Mountain. Ms. Kerr felt that there is a lack of vision to spend so much time on revising a General Plan and in the interim making piecemeal decisions that have radical ramifications to the General Plan.

Rick Lewis stated that there was not a lot of support by the Planning Commission for expanding north on Quarry Mountain down the slope. The Planning Commission has discussed looking at land use patterns and determining densities. Roger Harlan continued that he would be willing to reduce the affordable housing requirement if the density is reduced to 15 units.

Because of time restraints, the work session adjourned. See regular meeting minutes.

Prepared by Janet M. Scott

Shauna Kerr, "I move approval of Consent Agenda Items 1 through 3". Hugh Daniels seconded. Motion unanimously carried.

1. An Ordinance approving the amendment to the Thaynes Canyon Subdivision for Lots 83, 83A, 84 and 84A, to be known as the Eriksen Replat (13 Hidden Splendor Court) - See staff report, work session notes, and public hearing.

2. An Ordinance approving amendments to Lots 17 and 18, Block 19 of the Snyders Addition to the Park City Survey, to be known as the Offret Replat (1372 Empire Avenue) - and

An Ordinance approving an amendment to Lot 19, Block 19 of the Snyders Addition to the Park City Survey to be known as the Gallacher Subdivision (1376 Empire Avenue) - and

An Ordinance approving an amendment to Lot 20, Block 19 of the Snyders Addition to the Park City Survey to be known as the REI Subdivision (1378 Empire Avenue) - See staff report, work session notes, and public hearing.

3. Authorization to staff to enter into a contract with Skaggs Telecommunications Services in the amount of $50,000 for the purchase and installation of new public safety radio communications in the Marsac Building - See staff report and work session notes.

VII NEW BUSINESS

1. Decision regarding annexation of Sandstone Cove, approximately 80 acres east of SR224 and northwest of Ridgeview and Mountain Ridge Subdivisions - See work session notes. Chuck Klingenstein stated that timing and growth inducing impacts have been his two issues. He asked how this affects Eagle Pointe. Nora Seltenrich explained that this does have a potential impact on Eagle Pointe. Phase 2 of Eagle Pointe specifically excludes two parcels located along the road to Mountain Top, pending action on Sandstone. If Sandstone Cove moves forward and if a water tank is built, then houses would be allowed at a higher elevation than shown on the preliminary plat. There was some concern expressed by the Campbells about too much density down at the intersection of Meadows Drive and Mountain Top, and at least one of the two lots is being considered to be relocated higher which could be accomplished if there is adequate water pressure. Ms. Seltenrich added that it is her understanding that a water tank would not generate more units in Eagle Pointe. Eagle Pointe would have to make application and that probably would not be supported by staff, and any shifting of units would require a plat amendment.

Jerry Jackson, applicant, urged Council to render direction to staff. He stated that the project has been around for about 49 months; they didn't file it for two years because staff asked them to hold back pending the review of the General Plan. It has been under formal application with the City for about 25 months. He stated that the plan has evolved into 18 lots; the Planning Commission felt it was a good project last year when it was approved at 19 lots. He stated that they voluntarily removed one lot because they felt it was an improvement. Mr. Jackson noted that he would like to bring this to closure and felt that this area should be in the City. In response to Mr. Harlan's concerns, he stated that he would consider a reduction in the number of lots to 16, he would remove the flag lots, and accept the offer of the standard in-lieu payment for affordable housing. He requested direction on this modified proposal. He clarified that he would be paying a fee for 1.6

equivalent units, not providing a physical unit; this would represent a slight savings but does not compensate for the reduction of two lots. Mr. Ross estimated that 1.6 represents about $110,000 and if allocated to an affordable housing project may represent 1.8 or 1.6 unit equivalents; however, it wouldn't be sufficient to build one. Shauna Kerr felt that this affordable housing proposal contradicts what the Council discussed previously, except for Roger Harlan, about actual units, and although this is a generous offer at the eleventh hours, she is not interested in money in-lieu of and a unit built is better than money in the hand. Alternatively, Mr. Jackson stated that they could built and convey to the City one unit. The Mayor summarized three options including the (1) original 18 lots and 1.8 equivalent units of hard living space; (2) 16 buildable lots and approximately $110,000 in-lieu of fee; or (3) 16 lots and one "brick and mortar" unit. Ms. Seltenrich stated that there has been some staff concern about units being conveyed to the City and staff's role in terms of management. She added tat there are some difficulties, which are not insurmountable, but do exist and the in-lieu fees have assisted other projects in getting projects built. Paul Sincock suggested providing that flexibility. Hugh Daniels referred to Ms. Kerr's comments in work session and felt that applicants can't wait forever until the General Plan is accomplished and there needs to be some finalized direction this evening. Roger Harlan felt that the determination tonight of the production of the affordable housing is not as crucial as to making a decision on the annexation itself. Chuck Klingenstein, "<u>I move to direct staff to prepare findings and conclusions to deny the annexation due to its prematurity based on the fact that we don't have the General Plan done. It is a premature extension of public services that will be growth inducing impacts of infrastructure extension. There is a lack of compelling reason at this time to grant increased density over the one unit per 40 acre designation of the County. It will result in additional primary residences which is not a priority in the currently adopted annexation policy declaration. I think this does belong in the City and has been well-designed, worked hard on, a lot of time and effort has been put into this by the Planning Commission and the staff, but the timing is wrong. I don't think we fully understand the growth inducing impacts at this time</u>". Shauna Kerr seconded. Paul Sincock commented that this is a difficult decision for him and was initially against the annexation for reasons expressed by Mr. Klingenstein. However, after considering the long-range, he felt that it should be under the care and custody of the City and his only question is timing. He felt that the developer has responded well to the concerns of the Council and he is inclined to affirm the annexation. Hugh Daniels agreed with Mr. Sincock and believed that this belongs in the City and he too did not support the annexation but was persuaded otherwise. Ms. Kerr emphasized that each time an annexation is processed, it takes staff's time away from completing the General Plan. She added that the applicant has made great strides with the project and she has no problems with the merits of the project, however, this sends a message to continue to make application at a time when she felt that the City is vulnerable to attack because we are not armed with a updated General Plan. She continued that by approving this tonight, the Council is sending a clear message to Flagstaff and others that Council is going to conduct business as usual. Ms. Kerr stated that she is going to consistently deny annexations until the City has an updated General Plan. Paul Sincock appreciated Ms. Kerr's consistently and suggested that there should be a consensus to direct the planning staff to drop all work on annexations and only pursue the General Plan and annexation policy first. Roger Harlan discussed the patience and financial resources a developer must have to go through a 49 month process, stated that he appreciated the reduction in units and would not have supported 18 units. The Mayor felt that the developer should have been informed at the first meeting that the timing was inappropriate until the General Plan is completed; Ms. Kerr responded that she made that comment at that time.

Hugh Daniels	Nay

Roger Harlan	Nay
Shauna Kerr	Aye
Chuck Klingenstein	Aye
Paul Sincock	Nay

Motion denied.

Paul Sincock, "I move to annex Sandstone Cove at 16 units, and providing 1.6 units of affordable housing through an in-lieu fee or one real unit of affordable housing to be conveyed to the City". Hugh Daniels seconded.

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

Motion died for lack of a 2/3rds vote.

2. Deliberation on findings of fact, conclusions of law, and final order denying an appeal of the Planning Commission's June 12, 1996 denial of a conditional use permit to place a free standing sign at Cows, 402 Main Street - The Mayor stated that the cow appeal has been dismissed.

VIII APPEAL

Appeal of Planning Commission denial of June 12, 1996 for Zions Bank/Visitor Center located at SR248 and SR224 - P.C. Development - The Mayor announced that this appeal has been rescheduled at the request of the appellant to the meeting of August 15.

IX ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:45 p.m. Members in attendance were Mayor Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; and Jodi Hoffman, City Attorney for portions of the meeting. Roger Harlan, "I move to close the meeting to discuss a personnel matter". Chuck Klingenstein seconded. Motion carried unanimously.

The meeting opened at approximately 4 p.m.

* * * * * * * * * ** *

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

DATE: April 3, 1997
DEPARTMENT: City Manager's Office
AUTHOR: Jan Scott
TITLE: Interview Questions
TYPE OF ITEM: Administrative

A couple of weeks ago, Council selected Jim Hier, Brian Anderson and Cheryl Fox to interview for the Planning Commission vacancy created by the resignation of Tom Calder. Attached are interview questions used last year. Please review these and select questions you feel are pertinent to the appointment. Because of the tight schedule this week, 15 minutes is scheduled for discussing the interview questions. There will be 15 minute interviews for each candidate, and 15 minutes to reach a consensus on the appointment.

INTERVIEW QUESTIONS
Planning Commission Selection

1. How do you view the role as planning commissioner relative to the community, the City Council, and the municipal staff? How would you like to interact with the City Council?

2. Describe your position regarding private property rights and how those rights fit within the context of community rights and interests.

3. Under what circumstances do you perceive that either you or a member of your firm would have a conflict of interest with your role on the planning commission? What percentage of the issues going before Planning Commission would you expect to be a conflict of interest for you?

4. Why are you interested in serving on the Planning Commission? What is the major asset you will bring to the Commission if you are selected?

5. Please describe your vision of Park City as we enter the next century. What would you like to see the social and economic base of Park City be?

6. In your opinion, what is the importance of the Historic District?

7. In your own mind, what time commitment to you feel it takes to serve on the Planning Commission? Do you anticipate interruptions in your personal life as a result of being an elected official? Do you foresee any conflicts of interest with you serving on the Planning Commission? If so, what are they.

8. Have you ever had to make unpopular decisions? Tell me about an unpopular decision you had to make. Whom did it affect? Why did the situation arise? How long did it take you to make the decision? How do you feel you handled it? What did you learn from this event?

9. We currently have two major projects before the City, Flagstaff and Town Bridge/Run. As a planning commissioner, how would you approach these projects in an objective and unbiased manner?

10. How do you deal with disagreements with others? Have you ever had to change your behavior to work successfully with others?

11. Think back to a decision you made on a controversial issue. Describe the process you went through to reach the decision and to what extent did the controversy affect the decision?

12. Describe a time when members of a group of which you were a member were at philosophical or personal odds. What did you do?

13. Please give us an example from your work experience in which a project of yours was severely criticized and in which you were the subject of personal attack because of your involvement with the project. How did you deal with these situations?

14. Do you have specific suggestions for improving County government as it relates to Park City needs, services and funding?

DATE:	April 3, 1997
DEPARTMENT:	Public Works
AUTHOR:	Jerry W. Gibbs, P.E.
TITLE:	Engineering contract for Drinking Water Source Protection
TYPE OF ITEM:	Approval of Contract

SUMMARY RECOMMENDATIONS: Approval of a contract in an amount not to exceed $24,500 for engineering services for the Drinking Water Source Protection Plan project. The contract is with Weston Engineering, Inc.

DESCRIPTION:

A. Topic: Engineering contract to develop a Drinking Water Source Protection Plan (DWSPP) for each of the city's five water supplies to conform to the requirements for the "Safe Drinking Water Act."

B. Background: The "Safe Drinking Water Act" is a nationwide program to protect groundwater resources used for water supplies from potential contamination. The program develops zones around each water source and determines the time of travel of water and contaminants within each zone. Hydrogeological characteristics, pumping rate, spring flows, aquifer boundaries and the degree of confinement within the zones are quantified.

All Utah water supplies are required to complete a DWSPP for every ground water source (wells and tunnels) by the end of 1997. DWSPP for surface water sources (springs and reservoirs) is due by 1999.

C. Analysis: Staff prepared a RFP that conformed to the Utah Drinking Water Department regulations. Seven engineering consulting firms requested an RFP. Only three firms responded: Eckhoff, Watson and Preator (EWP), Weston Engineering, Inc. and Hansen, Allen and Luce (HAL). The firms estimated fees of $22,052; $24,500; and $31,800, respectively.

Each firm was required to submit billing rates and project schedule. All three firms had comparable billing rates and schedules; differences appeared in estimated project hours. Each firm will bill for only costs incurred during performance of work. The contract is a maximum not to exceed.

Weston is a firm located within Park City. They completed the Judge Tunnel DWSPP as part of the Flagstaff process for United Park City Mines, requested by PCMC, to determine the potential for contamination from the development. Hansen, Allen and Luce reviewed the plan under our direction. HAL stated the report was very well done and complied with all State requirements.

EWP performs the majority of our water projects due to their familiarity with our complex system. HAL was the consulting engineer on the Keetley test well. All three firms are capable of completing the work.

Public Works recommends awarding the contract to Weston Engineering because they have completed at least three DWSPP within the Snyderville Basin, may have a better understanding of the hydrogeology of the area and is prepared to begin immediately.

This project has been scheduled and funded in FY97, account number 51-45056 in the amount of $30,000.

D. Department Review: The project has been reviewed by the Water Department and City Manager.

ALTERNATIVES:

A. Approve the Request: Authorize staff to enter into an agreement with Weston Engineering, Inc. in an amount not to exceed $24,500.

B. Award the Contract EWP:

C. Award Contract to HAL:

D. Continue the Item:

SIGNIFICANT IMPACTS: Park City is required to develop a source protection plan for each of their ground water sources by December 1997. Park City has four sources that qualify. The remaining source is required by 1999. This contract will keep Park City in compliance with Federal and State drinking water regulations. Weston is a local firm that is qualified and their fee is reasonable.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
Awarding the contract to EWP or HAL is acceptable. Quality and actual fee cost should be similar. Delaying the item will not produce a better price or a more qualified engineering firm. A significant delay may place Park City in noncompliance with Federal and State drinking water regulations.

RECOMMENDATION:

Authorize staff to enter into a contract in an amount not to exceed $24,500 for a Drinking Water Source Protection Plans for each of the city's water supplies with Weston Engineering, Inc.

PARK CITY
1884

DATE: March 31, 1997
DEPARTMENT: Legal
AUTHOR: Mark Harrington
TITLE: Award of Franchise Agreement to Tom Mohr to allow ice cream vending within the public right-of-way for a period not to exceed one year.
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Award a franchise agreement ("Attachment A"), in a form approved by the City Attorney, to Tom Mohr to allow ice cream vending within the public right-of-way for a period not to exceed one year.

DESCRIPTION:

A. Topic:

Street Vendors (a.k.a. Ice Cream Truck): Title 4, Chapter 3, Section 8 of the Municipal Code

B. Background:

Earlier this year, the City Council amended Title 4, Chapter 3, Section 8 of the Municipal Code to allow limited use of the City's rights-of-way for street vending by award of a franchise agreement. In response to the Council's action, the Legal Department and Tom Mohr have drafted the attached franchise agreement.

C. Analysis:

The main points of the agreement are as follows:

1. TERM/REVOCATION

The term shall not exceed one year. The City retains the right to revoke the franchise if the grantee either violates the term of the agreement or if the City finds the franchise incompatible with traffic or neighborhoods. (See Paragraphs 5.1- 5.3) The Grantee will have one opportunity for a hearing prior to termination, but waives any subsequent rights and the City may make the decision in its sole discretion.

2. FEE

The proposed fee is $100, which is equivalent to the business license fee for construction site vendors as established by resolution. Given the restrictions and revocability imposed by the City, a higher fee is not recommended at this time. Some factors that would warrant a higher fee in the future are increased term or expanded service area.

3. SERVICE AREA

The service area is defined as the single family (SF) zones and the MPD-RD zones within Park Meadows. The Aerie Subdivision is specifically excluded and staff has added the Iron Canyon Subdivision since it is engulfed by SF zone. A map will be presented at the meeting.

4. STANDARDS

The agreement sets forth criteria for service in Section 3. These include a mirror on the front of the vehicle, no sales within the driving lanes, use of a swing arm, no towing, inspection by the Health Dept., and maximum music levels consistent with the noise code. The hours of operation shall be from 12 noon until dusk. The Agreement also prohibits sales in speed zones over 25 mph, school zones, at or within 30 feet of an intersection and to patrons of either golf course in town.

There are a couple provisions the Grantee would prefer not to have in the Agreement. First, the Grantee does not want to provide a surety bond ($1,000) for compliance (Section 3.1) since he has agreed to revocation of the Agreement in the event of a violation. If Council agrees, staff recommends that this provision is re-inserted upon any renewal of the Franchise. The Grantee also does not want a back-up beeper (Section 3.3(a)) because he wants to remain as unobtrusive as possible. This safety feature is required of Salt Lake City vendors and is employed by school buses and our pubic works vehicles. Its use should be limited to maneuvering for a parking position. A less-noisy alternative would be another mirror like that on the front which would enable the driver to see obstructed areas behind the vehicle. The Police Department and staff recommend staying with the beeper. Similarly, the Grantee would prefer to use emergency flashers, instead of the recommended yellow light on top of the vehicle. The Police Department and staff recommend staying with the yellow light.

D. Department Review:

The Legal Department, CDD and the Police Department reviewed this matter.

ALTERNATIVES:

A. Award a franchise agreement ("Attachment A"), in a form approved by the City Attorney, to Tom Mohr to allow ice cream vending within the public right-of-way for a period not to exceed one year. This is the recommended action.

B. Continue the Item. If the Council would like more information on this matter, it may postpone action on the agreement and request additional information.

C. **Deny the Request.** This action would be contrary to Council direction upon adoption of the ordinance.

SIGNIFICANT IMPACTS: The proposed changes would allow street vending in the single family zones. Mr. Mohr has indicated that he still needs authorization from the County to make the business work.

RECOMMENDATION: Award a franchise agreement ("Attachment A"), in a form approved by the City Attorney, to Tom Mohr to allow ice cream vending within the public right-of-way for a period not to exceed one year.

STREET VENDOR FRANCHISE AGREEMENT

This Franchise Agreement (this "Franchise") is between **PARK CITY MUNICIPAL CORPORATION**, hereinafter referred to as "Franchising Authority" and **TOM MOHR**, hereinafter referred to as "Grantee."

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to provide vending services to the community, desires to enter into this Franchise Agreement with the Grantee.

SECTION 1

Definition of Terms

1.1 **Terms**. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below:

A. "Franchise" shall mean the authorization to conduct the business of an ice cream vendor as proscribed herein.

B. "Franchising Authority" means Park City Municipal Corporation or the lawful successor, transferee, or assignee thereof.

C. "Grantee" means Tom Mohr, or the lawful successor, transferee, or assignee thereof.

D. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

E. "Public Way" shall mean the surface of any public street, alley, court, boulevard, parkway, way, lane, road, drive, circle, or other public right-of-way. Public way shall not include bike paths, sidewalks, trails or other pedestrian ways, private driveways or roads.

F. "Service Area" means the present boundaries of all Single Family Zones ("SF") including the Iron Canyon Subdivision and excluding the Aerie Subdivision, and the MPD-RD zone within the Park Meadows area, as designated on the Official Zoning Map of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.

SECTION 2
Grant of Franchise

2.1 **Grant**. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to operate a mobile street vending operation limited to the sale of ice cream and related food products from a single vehicle within Public Ways within the Service Area, subject to the terms herein.

2.2 **Term**. The Franchise granted hereunder shall be for an initial term of one year commencing on the effective date of the Franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.3 **Franchise Fee**. The Grantee shall pay to the Franchising Authority a franchise fee of $100, which shall include the business license fee.

2.4 **Renewal of Franchise.** No renewal right is granted herein.

2.5 **Franchise Non-Transferable**. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Franchising Authority.

SECTION 3
Standards of Service

3.1 **Conditions of Street Occupancy**. All operations shall be conducted so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. The Grantee shall provide the Franchise Authority with a surety bond in the amount of $1,000 to ensure compliance with this Agreement and applicable laws. The bond shall be forfeited and the Franchise revoked for any violation of the terms herein, or any applicable state or county law or regulation.

3.2 **Relocation at Request of the Franchising Authority**. Grantee shall at all times obey public safety officers of the Franchising Authority and their designees. Upon order of any public safety officer, Grantee shall immediately relocate to a location designated by the officer.

3.3 **Safety Requirements**. Operation of the Franchise shall be performed in accordance with applicable state, county and city health and traffic regulations. The Grantee shall not endanger or interfere with the safety of persons or property in the Service Area. The Grantee's vehicle shall conform to the following requirements, which may be amended by the Franchising Authority upon written notice to the Grantee:

A. The vehicle shall have a clearly-audible back-up device activated when the vehicle is in reverse. The Grantee or driver may not move the vehicle backwards for the purpose of selling or displaying food products.

B. A convex mirror mounted on the front of the vehicle so that the driver in a normal driving position may see the area in front of the vehicle which would otherwise be obscured by the hood.

C. The driver of the vehicle shall engage a yellow flashing beacon on top of the vehicle to alert motorists that the vehicle is in operation and selling food.

D. The vehicle shall have an operable swing arm to engage when selling food to warn oncoming traffic to slow.

E. The vehicle shall not pull a trailer or any other vehicle.

F. The vehicle shall have been inspected by the Summit County Health Department prior to operation.

G. The hours of operation shall be limited from twelve noon to dusk. The Grantee shall only sell to persons on sidewalks, side of the street or other pedestrian area; the Grantee shall not sell to any person standing within the paved roadway (driving lane).

H. The Grantee shall not sell food: 1) in speed zones in excess of 25 miles per hour; 2) in any school zone; 3) to patrons of either the Park City Golf Course or the Park Meadows Golf Course; nor 4) within an intersection or within 30 feet of an intersection.

I. The Grantee shall be allowed to play music from the vehicle during hours of operation at a decimal level established by the Park City Police Department, which in no event shall exceed a level which is plainly audible from a distance greater than 50 feet.

SECTION 4
Insurance and Indemnification

4.1 **Insurance Requirements**. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Automobile Liability Insurance with limits not less than $1,000,000 combined single limit per accident for bodily injury and property damage. The Grantee shall provide a Certificate of Insurance designating the Franchising Authority as an additional insured. Such insurance shall be noncancellable except upon 30 days prior written notice to the Franchising Authority.

4.2 Indemnification. The Grantee shall indemnify and hold the Franchise Authority 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 Franchising Authority arising out of, in connection with, or incident to the operation of the Franchise and/or the Grantee'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 Franchising Authority, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee; and provided further, that nothing herein shall require the Grantee to hold harmless or defend the Franchising Authority, its agents, employees and/or officers from any claims arising from the sole negligence or intentional torts of the Franchising Authority, its agents, employees, and/or officers. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 5
Enforcement and Termination of Franchise

5.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

5.2 Grantee's Right to Cure or Respond. The Grantee shall have 3 days from receipt of the notice described in Section 5.1 to respond to the Franchising Authority to: (a) cure such default; or (b) in the event that, by the nature of default, such default cannot be cured within the 3-day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed. The Franchising Authority must consent to additional time to cure the default, such consent shall not be unreasonably withheld. In the event that the Grantee fails to respond to the notice, or in the event that the alleged default is not remedied within 3 days or the date projected pursuant to above and agreed upon by the Franchise Authority, the Franchising Authority may terminate this Agreement at the next regularly scheduled meeting of the governing body of the Franchising Authority. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard. Upon the decision of the Franchising Authority to terminate the Franchise, which shall be made in the Franchising Authority's sole discretion, the Grantee shall immediately surrender its business license and cease operations. As consideration for the "experimental" grant of this Franchise, the Grantee expressly waives any right to contest or otherwise appeal said termination of the Franchise, or seek any damages as a result of said termination.

5.3 Traffic or Neighborhood Incompatibility. Grantee acknowledges that the Franchising Authority granted this Franchise as an "experiment." If the Franchising Authority believes that the operation of the Franchise, regardless of compliance with all the terms herein, has created an unreasonable traffic impact or negatively impacted the citizens of the Service Area as evidenced by complaints, and those impacts cannot be mitigated through the imposition of the additional conditions, the Franchising Authority may terminate this Agreement at the next regularly scheduled meeting of the governing body of the Franchising Authority. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard. Upon the decision of the Franchising Authority to terminate the Franchise, which shall be made in the Franchising Authority's sole discretion, the Grantee shall immediately surrender its business license and cease operations. As consideration for the "experimental" grant of this Franchise, the Grantee expressly waives any right to contest or otherwise appeal said termination of the Franchise, or seek any damages as a result of said termination.

SECTION 6
Miscellaneous Provisions

6.1 **Actions of Parties**. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

6.2 **Amendments**. This Agreement may not be amended except by written agreement properly executed by both parties.

6.3 **Notice**. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.
The notices or responses to the Franchising Authority shall be addressed as follows:

City Attorney's Office
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480

The notices or responses to the Grantee shall be addressed as follows:

Tom Mohr
____
____

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving written notice to the other.

6.4 **Descriptive Headings**. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

6.5 **Severability**. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

8.7 **Applicable Law.** The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah.

8.8 **Venue.** Any action initiated before a court of law shall be in a court of proper jurisdiction in Summit County, Utah.

8.9 **Effective Date**. The effective date of this Franchise is ___________, ____, pursuant to the provisions of applicable law. This franchise shall expire on ___________, unless extended by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on _______________, 19___.

Park City Municipal Corp.

____
Bradley Olch, Mayor

Attestation:

____
Jan Scott, City Clerk

Approved as to form:

____
Mark Harrington, Asst. City Attorney

Tom Mohr

____

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this ___ day of _______________, 199_, personally appeared before me **Tom Mohr**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding Agreement, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

____

NOTARY PUBLIC

PARK CITY
1884

DATE: April 3, 1997
DEPARTMENT: Public Works
AUTHOR: Jerry W. Gibbs, P.E.
TITLE: Last Chance Pump Station
TYPE OF ITEM: Contractual

SUMMARY RECOMMENDATIONS: Authorize staff to enter into an agreement with Deer Valley Resort Company and the Royal Street Land Company to reimburse Deer Valley Resort for the Last Chance Pump Station Improvements in an amount not to exceed $170,000.

DESCRIPTION:

A. Topic: Deer Valley Resort Company (DVRC) constructing the addition to the Last Chance Pump Station (LCPS).

B. Background: The City authorized construction and development in Deer Valley as a Planned Unit Development pursuant to the Land Management Code conditioned upon an agreement with Royal Street Land Company governing water services and facilities. This was part of the Third Amended (1988) and the Restated Agreement dated May 29, 1979. Royal Street Land Company (Royal Street) and DVRC are obligate to construct and convey to the City all water facilities necessary to store and convey water to serve their development in Deer Valley.

The 1994 Water Supply vs Demand Study by Eckhoff, Watson and Preator (EWP) determined there was an inadequate system capacity to deliver water to meet future culinary and snowmaking requirements. The report identified three short-term improvements necessary to meet the water demand within the Deer Valley area. The City and DVRC entered into an agreement identifying the proportioned cost sharing for each project.

Chatham Crossing Pump Station was the first project completed in 1995. The shared cost was divided 65% DVRC and 35% City. The LCPS is the second project with an estimated project cost of $530,000. The shared cost will be divided 70% DVRC and 30% City. The third project is replacing the existing Boothill Pump Station. The shared cost will be 35% DVRC and 65% City.

C. Analysis: The LCPS is located approximately 150 yards south of the Snow Park Lodge in the run out ski area parallel to the children's area on Deer Valley property. DVRC and the City have jointly agreed on Eckhoff Watson and Preator providing the engineering services based on their knowledge of the water system. The estimated project cost are divided as follows: engineering design $40,000; construction engineering $19,000; construction $428,000; and contingencies $80,000. The City's obligation is 30% of the actual cost which should not exceed $170,000.

DVRC is proposing to assume contractual obligations to EWP and Counterpoint Construction (built Chatham Crossing) as the contractor. DVRC has a busy summer schedule with eight symphonies, Deer Valley Institute and other programs. They have the ability to proceed in a design/build style program. This is similar to the construction methods used by developers in new subdivisions. DVRC anticipates they could shorten the construction time frame by over 60 days, better coordinate the contractor and DVRC events. DVRC would dedicate the improvements to the City upon completion with all necessary easements.

This contract offers real advantages to DVRC and the City by improving coordination, controlling costs and reducing construction time. The staff consensus position is that the developers should invest, build, and dedicate water system improvements; this is a long term obligation of DVRC and Royal Street.

This project is approved and funded in the amount of $375,000 in the FY97 budget. The account code is 51-45060.

D. Department Review: This has been reviewed by Public Works, City Attorney's office, Finance and the City Manager. The City Attorney's office and Finance Department both identified potential issues with proceeding with this project as a developer exaction rather than a public works improvement.

ALTERNATIVES:

A. Approve the Request: Authorize staff to enter into an agreement with DVRC in an amount not to exceed $170,000.

B. Award a contract to EWP: Authorize staff to enter into an agreement with EWP and proceed with the bid process. The project would be bid and the award construction contract would need council approval.

C. Request Design-Build RFP:

D. Continue the Item:

SIGNIFICANT IMPACTS: An agreement with DVRC will improve coordination, control costs and reduce construction time.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
Any proposal to bid the project would add time and increase construction costs that would be shared by both DVRC and the City. Delaying the decision provides no additional benefits and will delay construction.

RECOMMENDATION: Authorize staff to enter into an agreement with Deer Valley Resort Company and the Royal Street Land Company to reimburse Deer Valley Resort for the Last Chance Pump Station Improvements in an amount not to exceed $170,000. The City will pay 30% share of the actual project cost.

ALTERNATIVES:

A. **Approve the Request:**

B. **Deny the Request:**

C. **Continue the Item:**

D. **Do Nothing:**

SIGNIFICANT IMPACTS:

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

RECOMMENDATION:

PARK CITY
1884

DATE: 3/31/97
DEPARTMENT: Legal
AUTHOR: Mark Harrington
TITLE: Authorize the Mayor to execute a Release of Agreement and Covenant for Chatham Crossing (a.k.a. Banberry Crossing, Chatham Hills) Subdivision
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Authorize the Mayor to execute a Release of Agreement and Covenant ("Exhibit A") for Chatham Crossing (a.k.a. Banberry Crossing, Chatham Hills) Subdivision in a form approved by the City Attorney.

DESCRIPTION:

A. Topic:

Chatham Crossing (a.k.a. Banberry Crossing, Chatham Hills) Subdivision

B. Background:

The Chatham Crossing Subdivision was approved and recorded in the early 1980's. Since there were no public improvements in the area, a condition of approval required the developer ("Banberry Crossing") to record a covenant prohibiting Banberry Crossing from selling any lots until adequate security was posted with the City at the estimated cost of the necessary public improvements. Banberry Crossing complied and a covenant was recorded in 1984 ("Exhibit B").

C. Analysis:

MLR Enterprises, Banberry Crossing's successor, has now posted the security for the public improvement. The security is in the form of a letter of credit in the amount of 1.7 million dollars. The City Engineer provided the figure, based on the estimated costs of the public improvements. This figure does not include SBSID improvements, and a separate security is being file with SBSID.

D. Department Review:

The Legal Department and City Engineer reviewed this claim.

ALTERNATIVES:

A. Approve the Request:

This is the recommended action.

B. Deny the Request:

See below for consequences.

C. Continue the Item:

If the Council wants more information, it should remove the item from the consent agenda and continue to a work session meeting.

SIGNIFICANT IMPACTS:

The subdivision is already approved and recorded. The developer is merely complying with a condition of approval. Release of the covenant will allow the developer to sell individual lots as currently platted.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The developer would probably commence legal action to have the covenant removed.

RECOMMENDATION:

- Authorize the Mayor to execute a Release of Agreement and Covenant ("Exhibit A") for Chatham Crossing (a.k.a. Banberry Crossing, Chatham Hills) Subdivision in a form approved by the City Attorney.

EXHIBIT A

WHEN RECORDED RETURN TO:

DRAFT

Mark Harrington
Asst. City Attorney
P.O. Box 1480
Park City, Utah 84060

RELEASE OF AGREEMENT AND COVENANT

THIS RELEASE OF AGREEMENT AND COVENANT is provided by PARK CITY MUNICIPAL CORPORATION, a municipality of the State of Utah (referred to below as the "City"), in favor of MLR ENTERPRISES, L.C., a Utah Limited Liability Company (referred to below as "MLR"), and to the heirs, successors, and assigns of MLR, in reference to the following described tract of land in Summit County, State of Utah (referred to below as the "Development Property"):

See Attached Exhibit "A" incorporated by this reference

RECITALS

A. On October 1, 1984, the City entered into an agreement with Banberry Crossing, a Utah Partnership (referred to below as "Banberry"). That agreement, entitled "Agreement and Covenant" (referred to below as the "Agreement") was recorded on October 3, 1984 as Entry No. 225815 in Book 316 at Pages 343-345 in the office of the Summit County Recorder.

B. The acknowledged general purpose of the Agreement was to assure that Banberry would not sell lots in the Development Property, without providing to the City, adequate security for installation of the infrastructure improvements in the Development Property.

C. MLR is the successor-in-interest to Banberry. The City acknowledges that MLR has posted with the City, security in an amount required by the City, to assure completion of the infrastructure improvements in the Development Property.

D. Based upon the security posted by MLR, the City acknowledges that the purposes of the Agreement have been served, and there is no longer a need for the Agreement. The City further acknowledges that the intended purpose of this Release of Interest is, therefore, to remove the Agreement as a restrictive covenant or encumbrance of any kind against the Development Property.

NOW THEREFORE, for ten dollars and other good and valuable consideration, the adequacy and sufficiency of which the City does hereby acknowledge, the City does hereby agree as follows:

1. The terms of the Agreement are hereby deemed satisfied and, as a consequence, the Agreement is hereby revoked and declared null and void.

2. The City hereby releases any interest in the Development Property which was previously created in favor of the City under the terms of the Agreement.

3. This Release of Agreement and Covenant shall run with the land.

WITNESS the hand of said Grantor, this _____ day of ___________, 1997.

PARK CITY MUNICIPAL CORPORATION, a municipality of the State of Utah.

by: ________________________________

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this _____ day of ____________________, before me personally appeared ____________________________, to me personally known, who being by me duly sworn or affirmed, did say that _____ is the ____________ of Park City Municipal Corporation, a municipality of the State of Utah, and that the foregoing instrument was signed on behalf of said corporation, and said ________________________ acknowledged to be that said corporation executed the

____
NOTARY PUBLIC, State of Utah

My Commission Expires:

release.cht 3-20-97 (DWJ 3A-97)

Recorded at the request of and return to: Park City Municipal Corp.
P. O. Box 1480, Park City, UT 84060

EXHIBIT B

AGREEMENT AND COVENANT

Fee Exempt per Utah Code
Annotated 1953 21-7-2

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency whereof are hereby acknowledged, BANBERRY CROSSING, a Utah partnership (hereinafter designated "Banberry"), hereby covenants and agrees with PARK CITY MUNICIPAL CORPORATION (hereinafter designated "City"), as follows:

1. Banberry hereby agrees that it will not sell, lease or convey any of the following real property, situated in Park City, Summit County, State of Utah:

Beginning at a point North 89°36'31" East 1325.11 feet and South 1395.64 feet from the Northwest corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the Southerly right-of-way line of the Union Pacific Railroad and running thence South 55°42'12" East 66.00 feet to a point on a 41.02 foot radius curve to the left; thence Southerly 78.99 feet along said curve to the left through a central angle of 110°19'40", bearing to the center of said curve bears South 55°42'12" East to a point on a 91.51 foot radius curve to the left (compound curve); thence Easterly 17.52 feet along said compound curve through a central angle of 10°58'08", bearing to the center of said curve bears North 13°58'08" East; thence South 87°00'00" East 36.04 feet to the point of tangency with a 453.00 foot radius curve to the right; thence Easterly 241.14 feet along the arc of said curve through a central angle of 30°30'00" to a point on a 312.67 foot radius curve to the right (compound curve); thence Southeasterly 139.16 feet along said compound curve through a central angle of 25°30'00", bearing to the center of said curve bears South 33°30'00" West; thence South 31°00'00" East 85.18 feet to a point of tangency with a 362.00 foot radius curve to the left; thence Southeasterly 157.95 feet along the arc of said curve through a central angle of 25°00'00"; thence South 56°00'00" East 101.46 feet to a point of tangency with a 123.00 foot radius curve to the right; thence Southeasterly 107.34 feet along the arc of said curve through a central angle of 50°00'00"; thence South 6°00'00" East 111.97 feet to a point of tangency with a 161.15 foot radius curve to the left; thence Southerly 64.64 feet along the arc of said curve through a central angle of 22°59'00"; thence South 61°01'00" West 457.04 feet; thence South 28°59'00" East 527.87 feet; thence South 60°31'11" West 629.39 feet; thence South 59°10'58" West 148.48 feet; thence North 12°20'00" West 550.26 feet; thence North 88°15'00" West 127.73 feet to a point of tangency with a 975.00 foot radius curve to the left; thence Westerly 214.13 feet along the arc of said curve through a central angle of 12°35'00"; thence South 79°10'00" West 121.11 feet to a point of tangency with a 50.00 foot radius curve to the right; thence Northwesterly 129.88 feet along the arc of said curve through a central angle of 148°50'00" to a point on a 451.43 foot radius curve to the right (compound curve); thence Northeasterly 110.31 feet along the arc of said compound curve through a central angle of 14°00'00", bearing to the center of said curve bears South 42°00'00" East; thence North 62°00'00" East 256.62 feet to a point of tangency with a 25.53 foot radius curve to the left; thence Northeasterly 28.12 feet along the arc of said curve through a central angle of 63°06'16" to a point of tangency with a 25.00 foot radius curve to the left (compound curve); thence Northwesterly 37.28 feet along the arc of said curve through a central angle of 85°26'53", bearing to the center of said curve bears South 88°53'44" West, to a point of reverse curve to the right with a radius of 605.00 feet; thence Westerly 153.66 feet along the arc of said reverse curve through a central angle of 14°33'09", bearing to the center of said curve bears North 3°26'51" East, to a point on a 136.22 foot radius curve to the right (compound curve); thence Northwesterly 164.05 feet along said compound curve through a central angle of 69°00'00", bearing to the center of said curve bears North 18°00'00" East, to the point of reverse curve to the left with a radius of 445.225 feet; thence Northerly 100.65 feet along the arc of said reverse curve through a central angle of 12°57'10", bearing to the center of said reverse curve bears South 87°00'00" West; thence North 15°57'10" West 131.15 feet to a point of tangency with a 113.47 foot radius curve to the right; thence Northerly 122.69 feet along the arc of said curve through a central angle of 61°57'10"; thence North 44°00'00" West 120.04 feet to the Southerly right-of-way line of the Union Pacific Railroad; thence North 73°09'48" East 149.15 feet along said Southerly right-of-way line to a point of tangency with a 1055.37 foot radius curve to the left; thence Northeasterly 715.91 feet along the arc of said curve through a central angle of 38°52'00" to the point of beginning. Contains 35.4354 acres.

(hereinafter designated the "Chatham Property"), to anyone whomsoever, unless Banberry shall first, as a condition precedent thereto, satisfy the requirements of either Sections 4.4A., 4.4B., 4.4C. or 4.4D. of the Park City Subdivision Ordinance identified as Ordinance No. 9/20/79 (the "Subdivision Ordinance").

2. This Agreement and Covenant shall be deemed to be a covenant running with the land included in the Chatham Property for the purpose of securing the installation of all improvements required by the Subdivision Ordinance, together with payment of all costs, including reasonable attorneys' fee, which the City may incur in enforcing any of the terms and provisions of this Agreement and Covenant.

3. This Agreement and Covenant is executed and delivered in accordance with Section 4.4E of the Subdivision Ordinance and upon the express understanding that the prior approval granted by Park City for the number of single family residential lots shall remain the same and shall not be affected by this Agreement and Covenant.

DATED this 1st day of October, 1984.

BANBERRY CROSSING

By Banberry Development Corporation, Its General Partner

By ______________________
President

State of Utah)
: ss
County of Salt Lake)

On this 1st day of ~~July~~ October, 1984, personally appeared before me, David Evans who, being by me duly sworn did say that he is President of Banberry Development Corporation, a Utah Corporation, which is the the general partner of Banberry Crossing, a Utah Partnership, and that the within and foregoing instrument was signed on behalf of said corporation as such general partner and said David Evans duly acknowledged to me that said partnership executed the same.

____
Notary Public
Residing at Summit Co.

My Commission Expires:
6/18/88

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PARK CITY

CITY COUNCIL STAFF REPORT

DATE: March 28, 1997
DEPARTMENT: Planning Department
AUTHOR: Megan B. Ryan
TITLE: Crescent Ridge Condominiums, Unit 12
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Consider the adoption of an ordinance that allows an amendment to the Record of Survey plat to expand Unit 12 at Crescent Ridge Condominiums by approximately 100 square feet.

DESCRIPTION:

A. Topic.

Applicant: Mike LePay
Location: Crescent Ridge Condominiums
Zoning: Residential Development - RD
Adjacent Land Uses: Single Family and condominiums
Date of Application: June 1996
Project Planner: Megan B. Ryan

B. Background.

The project is located on Crescent Road. The applicant, owner of Unit 12, has two deck areas, of approximately 100 square feet, that were constructed over areas that were originally platted as common area (area owned jointly by all Association members). The applicant is requesting a change of the deck space from common area ownership to private area ownership. An amendment to the Record of Survey plat and a subsequent change to the Association's CC&R's are both required to achieve this change. The applicant has received the signatures of each condominium owner consenting to this change. Please see Exhibit A for proposed plat change.

C. **Analysis**

This proposed change simply allows a deck to be enclosed and utilized by an adjoining unit owner. This change of ownership has no adverse impacts on the use or aesthetic design of this condominium project.

D. **Department Review**

This project has been reviewed by the City Planning staff and the City Attorney's Office.

PUBLIC INPUT

The project has received consent from all 30 unit homeowners in the affected plat.

ALTERNATIVES

A. Adopt the ordinance allowing the conversion of common area to private ownership on Crescent Ridge, Unit 12 on the two deck areas.

B. Continue the item for further discussion and/or additional input from Staff.

C. Deny the proposed amendment to the Record of Survey at Crescent Ridge and direct staff to prepare the appropriate findings.

SIGNIFICANT IMPACTS:

The project does not increase demands on parking for this project, nor does the project adversely effect the aesthetic nature of the building.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the Council does not amend the Record of Survey plat the title to Unit 12 and the Associations CC&R's will not reflect the actual built environment at this unit at Crescent Ridge.

RECOMMENDATION:

The staff recommends that the City Council consider adopting the Record of Survey (condominium plat) with the following Findings, Conclusion and Conditions:

Findings of Fact:

1. The condominium plat amendment will result in the conversion of approximately 100 square feet of deck area at Unit 12 from common ownership to private ownership.
2. This use is permitted under the Residential Development District and meets all Land Management Code requirements.
3. The applicant has received consent from all owners within the affected condominium plat.

Conclusions of Law:

1. There is good cause for the Record of Survey as no adverse impacts are created by this amendment.
2. The proposed Record of Survey is consistent with both the Park City Land Management Code, Section 7.5 and the State Condominium Ownership Act requirements.

m:cdd/mr/council/cc97/crescent

3. Neither the public nor any person will be materially injured by the proposed plat amendment.

Conditions:
1. The final Record of Survey shall be reviewed by the City Engineer and City Attorney for compliance with State law, the Land Management Code and these conditions of approval as a condition precedent to plat recordation.
2. The plat shall be recorded within one year of the date of this approval or this approval is null and void.

EXHIBITS
Location Map
Exhibit B - Proposed plat
Exhibit C - Ordinance

m:cdd/mr/council/cc97/crescent

Crescent Ridge Condos

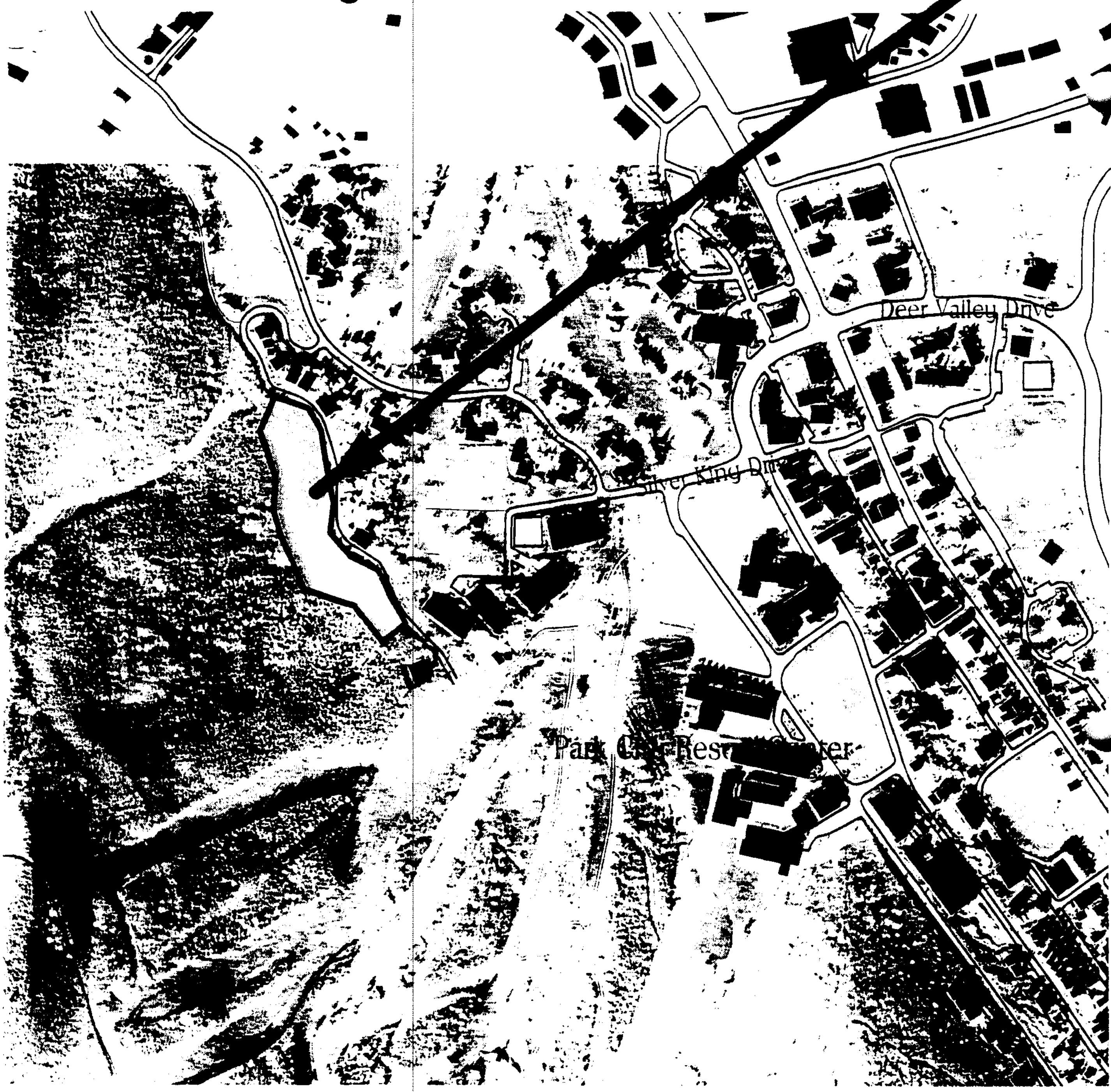

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EXHIBIT A: VICINITY MAP

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EXHIBIT B

CRESCENT RIDGE CONDOMINI

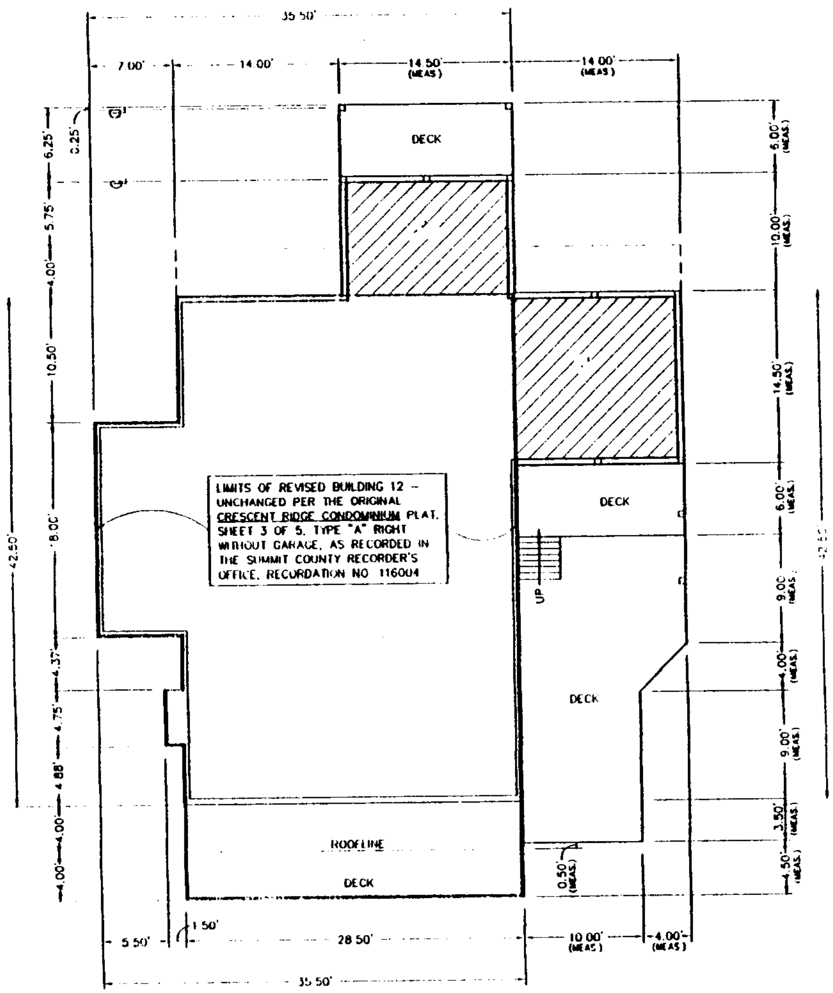
SHEET 2 OF 2

OUTHEAST 1/4 OF SECTION 8 AND THE NORTHEAST 1/4

IIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERI

REVISED BUILDING 12 – LOWER

1/8" = 1'



ORDINANCE NO. 97-___ **EXHIBIT C**

AN ORDINANCE APPROVING A RECORD OF SURVEY, CRESCENT RIDGE CONDOMINIUMS, AT CRESCENT ROAD, PARK CITY, UTAH

WHEREAS, the owners of the property known as Crescent Ridge Condominiums petitioned the City Council for approval of a Record of Survey plat; and

WHEREAS, consent letters from each affected condominium owner have been received; and

WHEREAS, it is in the best interest of Park City to approve the Record of Survey, and

WHEREAS, neither the public nor any person will be materially injured by the proposed plat.

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

SECTION 1. The Record of Survey plat is approved as shown on the attached Exhibit A with the following findings, conclusions and conditions:

Findings of Fact:

1. The condominium plat amendment will result in the conversion of approximately 100 square feet of deck area at Unit 12 from common ownership to private ownership.
2. This use is permitted under the Residential Development District and meets all Land Management Code requirements.

Conclusions of Law:

1. There is good cause for the Record of Survey as no adverse impacts are created by this amendment.
2. The proposed Record of Survey is consistent with both the Park City Land Management Code, Section 7.5 and the State Condominium Ownership Act requirements.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.

Conditions:

1. The final Record of Survey shall be reviewed by the City Engineer and City Attorney for compliance with State law, the Land Management Code and these conditions of approval as a condition precedent to plat recordation.
2. The plat shall be recorded within one year of the date of this approval or this approval is null and void.

SECTION 2. This ordinance shall take effect upon publication.

DATED this 3rd day of April, 1997.

PARK CITY MUNICIPAL CORPORATION

____

Bradley A. Olch, Mayor

ATTEST:

____

Jan Scott, City Recorder

APPROVED AS TO FORM:

____

Mark Harrington, Assistant City Attorney

m:cdd/mr/council/cc97/crescent

DATE: March 28, 1997
DEPARTMENT: Public Works
AUTHOR: Rob Christensen
TITLE: Award of Bus Bid
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Request Council to approve the purchase of three (3) mid-size, heavy duty buses from Lewis Trans Sales. The amount of the contract shall not exceed $511,299.

DESCRIPTION:

A. Topic. Purchase of three replacement buses

B. Background. The Public Works Department currently operates three Ford van type mini-buses on summer routing and for service to Silver Lake Village during the winter season. These buses were purchased one in 1986 and two in 1991 respectively with 80% Federal funding, at a cost of $60,000 each. These vehicles have a projected four year life span.

These buses are used for city wide summer service and Silver Lake service during the winter. They have proven to be inadequate in their ability to perform reliable in the winter. They do not have engine retarders for use on the mine road creating high brake wear. The current mileage on the 1986 is 217,000 and the average mileage on the 1991 models is 150,000.

Park City has been very fortunate to have FTA funds available on an 80/20 split for all recent bus purchases. There are no Federal funds available for this purchase.

C. Analysis. Bids and specifications were prepared by Transportation and Vehicle Services for three busses. A request for bids was advertised nationally. Three qualified bidders responded. The bids were:

Bidders	Price per Bus	Total Price	Days to Deliver
ElDorado National	$196,433	$589,299	240
Lewis Trans Sales (Thomas Built Bus)	**170,433**	**511,299**	**365**
Blue Bird	232,112	696,336	367

Lewis Trans Sales provided the lowest bid. The delivery time does not present an issue. Funding is available in the Transportation Equipment Replacement Fund.

D. Department Review. This has been reviewed by Public Works.

ALTERNATIVES:

A. Award contract to the low bid: Authorize staff to purchase three busses for Lewis Trans Sales in an amount not to exceed $511,299.

B. Reject all bids:

C. Continue item:

SIGNIFICANT IMPACTS: The existing busses are inadequate to effectively perform on new and current transportation routes. They have exceeded their life expectancy and become less reliable. There is no Federal funding available to assist in the funding within the next twelve months.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
The equipment will not be suitable to provide service beyond next season's use. Larger busses will need to be used.

RECOMMENDATION: Award a contract for the purchase of three (3) mid-size, heavy duty buses from Lewis Trans Sales. The amount of the contract shall not exceed $511,299.