PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
FEBRUARY 27, 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, February 27, 1997.

AGENDA

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

4:15 p.m. Council questions and comments
4:45 p.m. Chamber/Bureau update
5:00 p.m. Review of regular meeting
- Street vending
- Plats
- Contract/lease
- Sandridge findings

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

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF FEBRUARY 6, 1997 MEETING

V PUBLIC HEARING

1. Ordinance approving an amendment to the Park City Survey for Lots 13 - 15 and the northerly 2.4 feet of Lot 12, Block 9 to be known as the Bamberger Co. Replat, located at 545 Main Street, Park City, Utah

2. Ordinance approving an amendment to the Park City Survey, Lots 11 and 12, Block 22 and Lots 12 and 13, Block 69, to be known as the 350 Main Street Resubdivision, located at 350 Main Street, Park City, Utah

3. Ordinance approving an amendment to the Park City Survey for Lots 24 - 27, Block 31, located at 222 Norfolk Avenue, Park City, Utah

VI CONSENT AGENDA

1. Ordinance approving an amendment to the Park City Survey for Lots 13 - 15 and the northerly 2.4 feet of Lot 12, Block 9 to be known as the Bamberger Co. Replat, located at 545 Main Street, Park City, Utah

2. Ordinance approving an amendment to the Park City Survey, Lots 11 and 12, Block 22 and Lots 12 and 13, Block 69, to be known as the 350 Main Street Resubdivision, located at 350 Main Street, Park City, Utah

3. Ordinance approving an amendment to the Park City Survey for Lots 24 - 27, Block 31, located at 222 Norfolk Avenue, Park City, Utah

4. Ordinance amending Section 4-3-8 of the Municipal Code of Park City to provide or the award of non-exclusive franchises to sell food within the public right-of-way in certain zones

5. Ratification of resolution honoring the Woman's Athenaeum and celebrating 100 years of service to Park City

VII NEW BUSINESS

1. Approval of contract in an amount not to exceed $45,000 for design, engineering, surveying, project management, and construction inspection services on the 1997 Ontario Avenue reconstruction and Main Street storm drain project to Eckhoff, Watson, and Preator Engineering

2. Findings of fact and conclusions of law upholding the Planning Commission's denial of a sketch plat amendment and .83 acre subdivision known as the Sand Ridge Heights Subdivision

VIII OLD BUSINESS

Lease with Utah Valley State College for space in the Park City Library and Education Center

IX ADJOURNMENT

Posted: 2/24/97
Revised: 2/26/97

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PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
FEBRUARY 27, 1997

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

Toby Ross, City Manager; Jodi Hoffman, City Attorney; Jan Scott, City Recorder; Meg Ryan, Planner, Pat Putt, Planning and Zoning Administrator; Mark Harrington, Assistant City Attorney; Lloyd Evans, Assistant Chief of Police

Joan Calder, Executive Director of Chamber/Bureau; Tom Mohr, ice cream truck vendor applicant

Absent: Mayor Brad Olch

1. **Council questions and comments.** There was discussion about the new snowboarding shop on the west side of Park Avenue which is allowed in this zone. Hugh Daniels reported that he took a bobsled ride and encouraged to Council to try it although they are sold out. He stated that he received calls from people on lower Park Avenue inquiring about a skateboard park at the Mawhinney property. Mr. Daniels relayed to them that he felt that it may be some time before a decision like that would be finalized. Mr. Sincock observed that there appears to be a skateboard park near Hoytsville.

Council member Daniels reported that he presented a resolution to the Woman's Athenaeum. He added that there was a good turn-out and this group has done some wonderful things for the community over the past 100 years. There was discussion about the budget process and Council recommended options. Mr. Harlan referred to a letter from the developer of North Horse and felt that Council direction should be formulated. Mr. Ross explained that Mr. Rees' request is if they are going to apply qualification standards favoring Park City applicants that they be compensated, but it is difficult to determine if the application of standards is to the extent of other affordable housing projects. Ms. Kerr felt that if there are standard restrictions that are recorded, then Council would be willing to discuss this, but nothing short of that. Ms. Hoffman explained that North Horse differs from other affordable housing projects in perpetuity, financing, reduction to 90 days for qualification of a Park City resident, and lack of adequate rent controls. Ms. Kerr stated that she is not supportive of spending more staff time on this project. Council directed Ms. Hoffman to draft a letter, however, outlining the shortfalls of their proposal for compensation.

Chuck Klingenstein thanked Hugh Daniels and Jan Scott for covering the Athenaeum celebration. He felt the Flagstaff report was excellent; there was discussion about the Planning Commission schedule on this project. Ms. Kerr reported that she and Chuck Klingenstein met with the Summit County Commission on Monday and discussed the relocation of the court. She explained that the courts can be consolidated and located next to the new jail, and the state would actually bond for that portion of the facility. There are advantages of not having to transport prisoners to the court but disadvantages since Park City police officers would have to travel to the county for court. This would free up space both in Coalville and Park City offices. Ms. Kerr reported that she welcomed the Junior Olympians and many of these athletes will be participating in the 2002 Olympics.

Ms. Hoffman added that there has been some success with HB64 in redrafting it, but it is uncertain if it is too mild for Speaker Brown or whether there will be last minute amendments. Ms. Kerr discussed the absurdity of proposed legislation protecting billboards and shooting ranges. Ms. Hoffman reported on HB363, the Township Bill, which changes the process for incorporation, annexation, and planning issues. Ms. Hoffman explained that it takes away the designation of annexation declaration areas and the right of cities to comment on projects proposed in those areas. Mr. Ross pointed out that if a proposed annexation is determined by the Boundary Commission to be more than 105% favorable, the city can not annex. City Recorder Jan Scott advised the Council of the changes on agenda. Paul Sincock requested an employee e-mail list.

Paul Sincock commented on a copy of a letter regarding another demand for the Mountain Top Subdivision to move its water line; staff will follow-up. He continued that with regard to the estimates for the remodel of the Council Chambers, that he found duplicate charges and felt that a set budget should be established so that it doesn't get out of hand. Mr. Daniels agreed that he is not very comfortable with the price and would prefer if it is less than $200,000. Mr. Ross explained that EDA will prepare the specs and the bids and at that time the actual bids can be analyzed by Council. He emphasized that about a quarter of the price is the option to provide two meeting spaces in the room duplicating HVAC and AV equipment. Mr. Harlan pointed out the lack of space in the meeting room housing the dias and questioned if it would be used. Mr. Ross reminded Council that the work session room will probably be converted to offices and the small meeting room could accommodate up to eight to ten people. Ms. Kerr pointed out that with the court moving, that the court administration office could tie into the meeting space.

Council member Sincock continued that the City has not been clear on its drive-in policy. The City Manager explained that this is not a matter of Council direction as there is an ordinance in place. It can be amended, however, but there are other items that have been prioritized for the Planning Commission and City Council. Ms. Ryan explained that the LMC requires conditional use permits for restaurants, but is silent to other uses and Pat Putt discussed the Zion's Bank application. With respect to the proposed McDonald's to be located at Snow Creek, Mr. Putt pointed out that it is in the frontage protection zone; he believed that there are a number of solutions but staff has not heard from the developer in months. Staff doesn't feel that it needs additional direction from Council. In response to a question from Paul Sincock, Ms. Hoffman explained that with the amendment to the height and setbacks in the Historic District, there was a provision that inadvertently took out the five foot bonus in heights outlined in Chapter 8 for all zones. She emphasized that the ordinance was not noticed as affecting any zones other than the HR-1 and HRL and therefore is not effective. There was in interim ordinance correcting this provision which was not adopted by Council. Council encouraged staff to advertise and prepare this ordinance as soon as possible.

2. **Chamber/Bureau update.** Ms. Calder reported that this is a record winter because of the early snow, new ski equipment, and Park City allowing snowboarding. Visitor nights are up 15% this winter from last year; March and April also look to be very strong. She reported that she and Myles Rademan will start working with business leaders to craft an Olympic ethics or code of conduct statement to eventually go to the business community throughout the state. She continued that the Utah Travel Council advertising budget was reduced by $400,000 and it is unlikely that the money will be restored. There is the possibility with the reduction in park funding that the Rail Trail will be closed. The business community was very concerned about a potential sales tax increase resulting from the legislative session, especially as it relates to public transportation funding. Ms. Calder felt that the gas tax may be raised instead of sales tax, and discussed the potential regulation change for property management companies. Ms. Calder urged the Council to consider extending bus service year round for businesses and employees. Chuck Klingenstein stated that the Council is considering expanding the bus service and it is helpful to know that there is support. Ms. Kerr pointed out that Park City will be the only Olympic venue with a different area code and was concerned that it may affect marketing. Ms. Calder understood that as Utah grows, more area codes will be assigned, and by 2002 Park City may not be the only venue with a different area code. She added that most of the Chamber's marketing is done through an 800 number, but she will explore this issue. She continued that the Chamber is performing a study involving western resort communities on sales tax, including lodging taxes, and Park City is the highest. She discussed the status of Colorado's ski industry and international marketing efforts. The Chamber is conducting two winter research studies including international data and querying bus ridership and transportation issues; these will be available in April or May. In response to a question from Chuck Klingenstein, Ms. Calder stated that the employment study has been completed. She will share the information with Council and added that the number of jobs available in the area is driving the housing crunch.

3. **Review of regular meeting:**

Street vending. Mr. Harrington explained that last year Council directed staff to draft enabling authority to grant franchises for limited use of the right-of-way primarily in residential areas to allow ice cream truck vending. The ordinance amending business license provisions is on the agenda, and staff would return to Council with a specific franchise agreement. He added that the Police Department has some concerns and suggested amendments adding RD-MPD in Subsection 3 and under Section 4 regarding criteria, to add public necessity language. There was discussion about the provision of moving 50 feet, and it was explained that it is existing language to ensure that the vendor doesn't operate in one place. With regard to language about obstructing traffic, Mr. Harlan questioned if it should exist as there will be cars backing up. Mark Harrington explained that the intent is to prevent the vendor from stopping on a cross-walk or at an intersection where he could create traffic circulation problems. Mr. Harrington felt that Mr. Harlan is touching on a subject which the Police Department has a concern with in that the two are incompatible. No matter where the vendor is, there is going to be some traffic flow obstruction. Chuck Klingenstein emphasized that if there is a health and safety problem with the operation of the ice cream truck, that the license can be revoked. Tom Mohr, applicant, recalled Council's concerns about operating on Lucky John Drive and perhaps Little Kate Road, and there are some streets that create problems that can be flagged in the franchise agreement. It was pointed out to Paul Sincock that food vending for construction sites are allowed under the current business license ordinance as they operate on private property. Lloyd Evans, Assistant Chief of Police, clarified that the Department's concerns are safety issues and there are requests from residential areas for more enforcement and control of traffic in general, not just speeding. Added to this mix is a vehicle that will be moving slower than general traffic. The applicant must pull over so that traffic is not obstructed and there is a concern of enticing children in the right-of-way. Although the agreement may prohibit operating on certain streets, young children aren't going to know that they can't run out onto Lucky John and stop the ice cream truck. Mr. Evans emphasized that children are unpredictable and there is also a concern with precedent-setting. He observed at the Olympics in Atlanta the "unregulated holocaust" of street vendors. He added that although the franchise agreement can be revoked, the Department is concerned about enforcement of the revocation and determination of violations. He explained to Paul Sincock that it is never easy to revoke a license, as it is difficult sometimes to prove breach of a contract and this is a current problem with conditional use permits. These are also experiments, but once the permits are in place, revoking them is not as easy as it would seem. Tom Mohr explained that the franchise agreement would be in place for one season; the operation would be evaluated for renewal the following year. Chuck Klingenstein stated that it is difficult to pull a permit when there is an argument about the investment in equipment, etc. Mr. Mohr recognized the existing traffic problems and stated he is not intending to contribute to further problems. He didn't feel that the proposed residential areas are "density traffic" areas. He added that he is applying for a license in Summit County and is preparing a business plan as its ordinance is vague. Hugh Daniels suggested taking the ordinance amendment off of the Consent Agenda so it can be discussed at the regular meeting.

Plats. Council reserved its comments for the public hearings at the regular meeting.

Contract/lease. Mark Harrington advised that UVSC has accepted the new terms and a representative is present if there are further questions. With regard to the engineering contract for Ontario Avenue, Eric DeHaan explained that the Sewer District will be replacing a line, and while Ontario is dug up, the City determined it would be opportune to replace the water line and repair the asphalt. This contract with Eckhoff, Watson and Preator will provide for the engineering and construction administration inspection for the City's portion of work, a cooperative agreement with be executed with the Sewer District, and the Council will act on a construction contract. This will also include the Main Street storm drain on the west side.

Sandridge findings. The Council made several corrections to the Minutes of February 6 regarding the appeal discussion. In response to a question from Hugh Daniels, Jodi Hoffman explained that two years ago the City was required to create a Takings Appeal Board and adopt guidelines consistent with state law. Staff does not believe that action on this appeal has takings implications, however, during the arguments, there were takings allegations by the appellants. If there are takings issues, the application would go to this board. In response to a question from Paul Sincock about a finding, Mark Harrington explained that the Council did not force the issue of the Richardson property pulling out of the appeal and it decided to proceed with the merits of the appeal. Ms. Kerr added that the finding is basically a preamble to how Council proceeded and she felt that Council's authority to hear the appeal was an integral part of her discussion on this matter. Ms. Hoffman added that if this matter were to go to a court, the court could essentially divest the City Council of the jurisdiction to have overturned the appeal. Mr. Harrington advised that Mr. Billings did not have any changes but Pat Putt has suggested for clarification, modification to the order specifically with regard to the remand. It should be noted that the applicant must submit the revised plan within two months of Council providing direction on rights-of-way. He emphasized that there would be no additional fees. Ms. Hoffman encouraged Council to deliberate on the findings and conclusion of law during the regular meeting.

Prepared by Janet M. Scott

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
FEBRUARY 27, 1997

I ROLL CALL

Mayor Pro Tempore Shauna Kerr called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, February 27, 1997. Members in attendance were Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Mayor Brad Olch was excused. Staff present were Toby Ross, City Manager; Kurt von Puttkammer, Planner; Eric DeHaan, City Engineer; Pat Putt, Planning and Zoning Administrator; Mark Harrington, Assistant City Attorney; and Jodi Hoffman, City Attorney.

II PUBLIC INPUT

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

Institute at Deer Valley - Kimberly Avery, Executive Director of the Institute at Deer Valley, stated that this is a new arts organization that has moved here from Snowbird. She added that she met with the Chamber/Bureau and it is suggested that she introduce herself to the City Council. She distributed information for the Council to review. The Council welcomed her and wished her success.

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

III COMMUNICATIONS FROM COUNCIL AND STAFF

None.

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF FEBRUARY 6, 1997

Hugh Daniels, "I move approval of the Work Session Notes and Minutes of the meeting of February 6, 1997 as amended upstairs (typographical and spelling corrections to Pages 3, 5, and 8)". Paul Sincock seconded. Motion carried unanimously.

V PUBLIC HEARING

1. Ordinance approving an amendment to the Park City Survey for Lots 13 - 15 and the northerly 2.4 feet of Lot 12, Block 9 to be known as the Bamberger Co. Replat, located at 545 Main Street, Park City, Utah - Kurt von Puttkammer explained that the project is next to the Claimjumper which is currently a pocket park. The request is to consolidate three lots and one sliver into one

parcel to accommodate a commercial building. The plans are being reviewed by the Historic District Commission to address outstanding issues, including parking and a UBC issue regarding egress. The applicant is aware that these need to be resolved prior to issuing a building permit and do not affect the configuration of the plat. There was discussion about the relocation of the Olympic torch. In response to a question from Hugh Daniels regarding a query about the size of the building, Mr. von Puttkammer explained that the individual's question was regarding a different site. Mr. Daniels noted that this project has a construction mitigation plan and felt that the other plat on the agenda on Main Street should also simultaneously contemplate a coordinated plan. Mr. von Puttkammer responded that staff is involved in coordinating the construction of vacant lots on Main Street and the applicant are aware of this; Mr. Daniels felt that this should be indicated in the ordinance. In response to a question from Roger Harlan, Eric DeHaan explained that these projects will be affected by the storm drain installation, and pedestrians may not be able to use a portion of the sidewalk during certain times. Mr. DeHaan added that he and Ron Ivie will be looking at the building permit applications and the storm drain project so that everything can be coordinated.

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

2. Ordinance approving an amendment to the Park City Survey, Lots 11 and 12, Block 22 and Lots 12 and 13, Block 69, to be known as the 350 Main Street Resubdivision, located at 350 Main Street, Park City, Utah - Mr. Putt stated that the applicant is Erin Hoffman who would like to build a small addition on the back of the building which now sits on a series of lots. The plat amendment would consolidate the lots into one building site and staff is recommending approval of the ordinance as all issues have been resolved. Ms. Kerr pointed out the ice build-up problem at the back of the building and asked if this has been addressed. Mr. Putt indicated that staff is aware of this and will address this as it reviews plans. Chuck Klingenstein requested that construction mitigation plan language be added to the ordinance. It was also pointed out that the findings in the staff report be included in the ordinance. Hugh Daniels felt it appropriate that the ordinance be rewritten and appear on the next Council agenda for action; Mr. Hoffman indicated that he didn't have a problem with the continuance. City Attorney Hoffman explained the changes to the applicant. Mr. Daniels expressed his confusion about the remnant piece of property being included in the replat. Mark Harrington believed that the remnant is included which can be clarified next week.

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

3. Ordinance approving an amendment to the Park City Survey for Lots 24 - 27, Block 31, located at 222 Norfolk Avenue, Park City, Utah - Planner von Puttkammer explained that this is a consolidation of four and a half 25' x 75' lots into three 37.5' wide lots. This is a dead-end street with unusual configurations, but action is should deal with the plat issue. This is adjacent to the HRL zone which requires the 37.5' wide lots and staff feels this is consistent and compatible with

the zoning requirements and recommends approval. In response to a question from Shauna Kerr, Mr. von Puttkammer indicated that the lots are currently in common ownership. Hugh Daniels asked why this application was not reviewed by the Planning Commission; he understood that there were administrative combinations for single lots but not multiple lots. Mr. von Puttkammer responded that at the time the staff report was generated, there were no comments. It was legally noticed and there were no comments and staff felt it was a straight forward request. Mr. Putt added that staff is attempting to expedite the plat amendment process, particularly in situations where there are no comments in order to reduce the number of hearings and meetings; state statute only requires City Council action. He explained that in many cases, it has saved applicants a couple months worth of process which wasn't felt to be in the best interest of the public or the applicant. Based on the letter Council received today, Mr. Daniels asked if staff has a different opinion. Mr. Putt stated that if there were comments it would have gone to the Planning Commission. Ms. Kerr asked about fire sprinklers and Mr. Putt explained that that is a determination of the Chief Building Official. Ms. Kerr questioned if this shouldn't go back to the Planning Commission to address these concerns. Paul Sincock suggested remanding it back to staff to determine if it should go to the Planning Commission or back to Council. Kurt von Puttkammer urged Council to focus on the plat amendment as it will go to the HDC for review of the final design. The Mayor Pro Tem invited the public to address Council.

Kevin King, home designer, and adjacent property owner, stated that he was notified of the plat amendment and contacted Mr. von Puttkammer. His biggest concern with the town is that the City is missing opportunities. Mr. King supports the plat amendment but with conditions that are specific to the difficult site. Rather than three lots, Mr. King suggested two lots but he understood the applicant would not agree. Three lots are appropriate with stipulations which should be specific to the parking issue as many households cannot use garages as a practical matter. He emphasized that he is grateful that four buildings will not be constructed on the site, but had hoped that as a professional he could have guided him in a creative design solution.

Leslie Miller, resident, asked for clarification of the process as she understood that if a lot configuration is more than two lots, it requires Planning Commission action. It appears to be selective processing. She supports expediting projects, but this seems to go outside the letter of the law. Assistant City Attorney Mark Harrington agreed that there was confusion on this application and because there were no planning issues raised by the public through the legal noticing period, a decision to bring it directly to Council was made, which is consistent with state law but not necessarily the City's practices. Mr. Harrington suggested remanding the plat amendment to the Planning Commission.

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

VI CONSENT AGENDA

Hugh Daniels, "I move that we remove Item No. 4, the Ordinance amending Section 4-3-8 and place that as No. 3 under New Business". Chuck Klingenstein seconded. Motion carried unanimously. Hugh Daniels, "I move that we remove Items No. 2 and 3 for further action and place those under New Business". The Mayor Pro Tem suggested moving the entire Consent Agenda under New Business since almost every item has an issue. Motion died for lack of a second and vote because of the latter directive. Hugh Daniels, "I move that we remove all items from the Consent Agenda to New Business". Chuck Klingenstein seconded. Motion carried unanimously.

1. Ordinance approving an amendment to the Park City Survey for Lots 13 - 15 and the northerly 2.4 feet of Lot 12, Block 9 to be known as the Bamberger Co. Replat, located at 545 Main Street, Park City, Utah - See New Business.

2. Ordinance approving an amendment to the Park City Survey, Lots 11 and 12, Block 22 and Lots 12 and 13, Block 69, to be known as the 350 Main Street Resubdivision, located at 350 Main Street, Park City, Utah - See New Business.

3. Ordinance approving an amendment to the Park City Survey for Lots 24 - 27, Block 31, located at 222 Norfolk Avenue, Park City, Utah - See New Business.

4. Ordinance amending Section 4-3-8 of the Municipal Code of Park City to provide or the award of non-exclusive franchises to sell food within the public right-of-way in certain zones - See New Business.

5. Ratification of resolution honoring the Woman's Athenaeum and celebrating 100 years of service to Park City - See New Business.

VII NEW BUSINESS

1. Approval of contract in an amount not to exceed $45,000 for design, engineering, surveying, project management, and construction inspection services on the 1997 Ontario Avenue reconstruction and Main Street storm drain project to Eckhoff, Watson, and Preator Engineering - See staff report. Chuck Klingenstein asked why the contract wasn't before the Council earlier as it is beneficial to begin construction as soon as possible. Mr. DeHaan explained that it is difficult to determine when the snow will stop and there are ground water problems associated with digging trenches which extend in the May and June period. Staff is projecting the completion of construction by August and this proposed time frame will enable that to occur. The spring shoulder season is not ideal for trench work as there is still a risk of snow and there may be run-off problems. Chuck Klingenstein pointed out that this project was not put out to bid as the Sewer District had already retained EWP. Mr. DeHaan explained that was accurate and as a result the Sewer District funded the base mapping for the project. There is also an economy-of-scale consideration of having a single inspector inspecting the sewer and water work. Mr. DeHaan felt this is a good deal for the

City, especially if the work is to be done in a timely manner. Paul Sincock believed that EWP is competent but was concerned about a public bid process and the fact that there are no other options. Mr. Ross explained that the other option is to bid, but the problem is having two engineering firms on the same project. It is a relevant issue and it can be done, but it seemed unlikely to staff that the City would ultimately chose anybody but EWP because of the coordination component which is the driving factor of the project. Ms. Kerr stated that time is of the essence on this contract and it is an opportunity if it can be bootstrapped to a Sewer District project. It combines engineering services, avoids duplication of services, and the Mayor Pro Tem felt that there are no benefits from a bid situation in this instance. In response to a question from Roger Harlan, Mr. DeHaan stated that the Sewer District chose EWP because of its experience in Park City and its projects. There was discussion about under-grounding utilities and Mr. DeHaan explained that a large portion of the cost of under-grounding is primarily for the acquisition of right-of-way or easements and renegotiating franchise agreements. Hugh Daniels, "<u>I move approval of the contract in an amount not to exceed $45,000 for the design, engineering, and surveying, project management, and construction inspection services for the 1997 Ontario Avenue reconstruction and Main Street storm drain project to EWP Engineering</u>". Roger Harlan seconded. <u>Motion carried unanimously</u>.

2. <u>Findings of fact and conclusions of law upholding the Planning Commission's denial of a sketch plat amendment and .83 acre subdivision known as the Sand Ridge Heights Subdivision</u> - Mark Harrington requested that Council accept the changes discussed in work session, deliberate on the findings and make modifications as necessary. The Mayor Pro Tem asked the appellant if she had any comments. Ms. Miller understood that the Council will be ratifying the new information distributed during work session. Paul Sincock stated that he had many comments on the findings on February 6 and will not embellish on them. One of his main concerns was Council's discussion of the rights-of-way issues which is scheduled for next week. There are several conclusions he doesn't agree with, but has already discussed them. Roger Harlan stated that he doesn't have additional comments, and the hand-out at work session answered some questions. Ms. Kerr commented on Finding of Fact No. 7 and asked if the second sentence was necessary, "The claim contained no allegation that staff failed to apprise Petitioners of the projected time frame of the application or failed to give Petitions notice of scheduled meetings". Mark Harrington responded that it is fairly relevant in that the Code section the appellants were relying on to make a delay claim has an exception to the 90 day language which is defended in the second sentence. With regard to Conclusion of Law No. 5, Ms. Kerr recommended using the word "willingness" and felt "consent to" is more appropriate. On Conclusion No. 7, Ms. Kerr felt that the use of the word "inappropriate" should be replaced as it is more of a matter of practice and process than propriety. Ms. Hoffman suggested replacement language, "It is contrary to current Council procedure to consider. . .". Ms. Kerr suggested that Conclusion No. 8 be reworded. She suggested, "The City Council determined not to grant preliminary plat approval on an appeal of the Planning Commission's denial of a sketch plat". Paul Sincock asked if Council was setting policy in the adoption of the findings. Ms. Kerr explained that Council is attempting to adopt conclusions that reflect what the Council did at the meeting. Jodi Hoffman believed that the revision to Conclusion No. 7 is in keeping with past

practices and the revision to Conclusion No. 8 now reading that Council determined not to grant preliminary plat approval should probably be revised to read that way but moved as the last Finding of Fact, Finding No. 9. Leslie Miller stated that she believed she understood the revisions under the Findings of Fact and Conclusions of Law. She asked that in denying this appeal if the Council is ratifying all of the Planning Commission's Findings of Fact and Conclusions of Law. Shauna Kerr referred to Conclusion No. 3 where the Council is requesting that the Planning Commission address some of its conclusions in the remand. She felt that the Council is not make findings contrary to that and are not adopting the Commission's findings per se. Mark Harrington explained that ratification or agreement are not necessarily the right terms; the Council is determining that there is reasonable evidence for the Commission to make those findings and the Council is not reversing them. With no further comments, the Mayor Pro Tem requested a motion. Roger Harlan, "I move that we accept the Findings of Fact and Conclusions of Law upholding the Planning Commission's denial of a sketch plat amendment and .83 subdivision, known as the Sand Ridge Heights Subdivision with the notice under Conclusions of Law No. 5, there's a word change, on No. 7, there is significant language change, and No. 8 under Conclusions of Law is now removed from its position as a Conclusion of Law and it is inserted as No. 9 under Findings of Fact". Shauna Kerr pointed out there were additional changes in the written hand-out. Roger Harlan added, "and accepting the changes that were submitted to us at the beginning of the meeting that are contained in the hand-out before us". Hugh Daniels seconded. Chuck Klingenstein suggesting adding the word "Order" to Mr. Harlan's motion; Mr. Harlan accepted the amendment. Paul Sincock emphasized that the fact that the Findings of Fact and Conclusions of Law are written and affirmed by the City Council does not make them true. He didn't find the Planning Commissions findings supportable by reasonable evidence and felt that the Commission and staff contributed to undue delay as the process has been on-going since 1993. Motion carried.

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

3. Ordinance approving an amendment to the Park City Survey for Lots 13 - 15 and the northerly 2.4 feet of Lot 12, Block 9 to be known as the Bamberger Co. Replat, located at 545 Main Street, Park City, Utah - Hugh Daniels, "I move approval of this Ordinance with the amendment adding a No. 4 under Section 1, Findings of Fact, that states that any construction on the consolidated lots will cause construction impacts along Main Street. A construction mitigation plan is necessary to coordinate construction activities on Main Street and to mitigate adverse impacts of construction in the area. I would also amend it to add to No. 6 under Section 3, Plat Approval, after what is existing there to add to coordinate construction mitigation plans in the area and to mitigate any adverse impacts on the neighborhood. Chuck Klingenstein seconded. Motion unanimously carried.

4. Ordinance approving an amendment to the Park City Survey, Lots 11 and 12, Block 22 and Lots 12 and 13, Block 69, to be known as the 350 Main Street Resubdivision, located at 350 Main Street, Park City, Utah - Hugh Daniels, "I move to continue the Ordinance approving an amendment to the Park City Survey, Lots 11 and 12, et al so that the staff may come back with corrected language". Chuck Klingenstein seconded. Motion carried unanimously.

5. Ordinance approving an amendment to the Park City Survey for Lots 24 - 27, Block 31, located at 222 Norfolk Avenue, Park City, Utah - Hugh Daniels, "I move that this item be remanded to the Planning Commission and go through that course". Paul Sincock seconded. Motion carried unanimously.

6. Ordinance amending Section 4-3-8 of the Municipal Code of Park City to provide or the award of non-exclusive franchises to sell food within the public right-of-way in certain zones - Mark Harrington pointed out that there were changes to the proposed ordinance discussed in work session and to the extent Council goes forward with the ordinance, he asked that those changes be incorporated in the motion. Tom Mohr, applicant, stated that he originally addressed the Council in November 1995 and it was postponed until the Spring 1996. It was discussed then and a franchise agreement approach was suggested, but it couldn't be accomplished until the end of June. Mr. Mohr explained that this didn't allow him enough time to start operations up last summer; he didn't want to pressure staff and agreed to wait until this year. He urged Council to make a decision tonight or sometime soon so it is not put off again placing him in the same situation. Mr. Mohr thanked Mr. Harrington for his efforts. He understood the traffic concerns with children but felt that most traffic problems are not in the residential areas. He felt that he will use good judgment if this is approved. Mr. Mohr also understood the concern that this may be a precedent for other outdoor vendors, but the franchise agreement addresses this specifically and he discussed the revocation clause. Ms. Kerr disclosed that she works with Mr. Mohr as a host at Deer Valley Ski Area, but doesn't believe that it creates a conflict of interest and will vote on this matter. Mr. Mohr believed that the positive effects will outweigh the negatives. Mr. Harrington explained that the franchise agreement will provide an additional contract right for revocation, rather than the privilege conveyed through a business license. It was explained that Mr. Mohr is required to obtain a business license and enter into a franchise agreement. Chuck Klingenstein, "I move approval of an Ordinance amending Section 4-3-8 of the Municipal Code of Park City to provide for the award of non-exclusive franchise to sell food within the public right-of-way within certain zones and with the changes noted in Section 3 and Section 5". Paul Sincock seconded. Mr. Harlan stated that he hoped that Mr. Mohr understood the financial ramifications if the license is revoked and he has made a substantial investment in the business. He reiterated the associated safety problems when impatient drivers are involved. There was discussion that the ice cream truck may actually slow drivers down. Mr. Mohr emphasized that he will use his best judgment in determining where to stop or pull over and added that he wouldn't proposed this operation if he didn't feel it could work. Hugh Daniels stated that the highest responsibility of the Council is the health and safety of the community and supports an experiment but the direction to staff is to issue only one franchise before any other franchises are

evaluated. Council concurred. Motion carried unanimously.

7. Ratification of resolution honoring the Woman's Athenaeum and celebrating 100 years of service to Park City - Chuck Klingenstein, "I move approval of a Resolution honoring the Woman's Athenaeum and celebrating 100 years of service to Park City". Shauna Kerr seconded. Hugh Daniels asked that an amendment be made to include the resolution in the minutes; Shauna Kerr amended her second. Motion carried unanimously. For the record, the resolution reads as follows:

RESOLUTION HONORING THE WOMAN'S ATHENAEUM AND CELEBRATING 100 YEARS OF SERVICE TO PARK CITY

WHEREAS, Athenaeum means temple of learning in the hills; and

WHEREAS, The Woman's Athenaeum was founded on February 22, 1897 by wives of miners who were interested in learning more and serving the people of Park City and is the second oldest club in Utah; and

WHEREAS, the Woman's Athenaeum became part of the General Federation of Women's Clubs, and is the largest non-religious women's organization in the world promoting the arts, conservation, education, home life, international affairs, and public affairs; and

WHEREAS, The Athenaeum has been responsible for many improvements over the years in Park City, including the first water fountain, improvements in sanitation, better conditions and curriculum in our schools and many other needed services; and

WHEREAS, The Woman's Athenaeum continues to make a difference in our community by:

- Encouraging students to participate in a local writing contest, providing prizes, and entering them into national competition;
- Sponsoring the outstanding Sophomore student to attend the Hugh O'Brien Leadership Conference;
- Hosting the Girl Graduate Tea for Park City High School;
- Honoring the outstanding Girl Graduate;
- Adopting teachers and students for the Kindness Program;
- Tutoring and leading discussions in schools;
- Providing seeds and instruction for students to grow vegetables and flowers and exhibiting them;
- Organizing a Flower Show on Labor Day;
- Contributing years of service to the Library and providing much of the early funding;

- Creating community improvement projects, each lasting two years, including financial planning classes for women, tree planting, a literacy program from adult to preschool, and a history book developed by the Peace House celebrating 100 years of Athenaeum in Park City;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council that citizens observe the 100th Anniversary of the Woman's Athenaeum in Park City, Utah in honor of the faithful members in the past who served as pioneers for social, and educational progress in our community. Parkites are further urged to recognize the accomplishments of current club members who are dedicated to the same principles and continue to promote good will and deeds and instill civic pride, making Park City a better place. The Woman's Athenaeum is a testimony of the importance of women in Park City's history and future.

PASSED AND ADOPTED this 20th day of February, 1997.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

VIII OLD BUSINESS

Lease with Utah Valley State College for space in the Park City Library and Education Center - This item was moved before the public hearings at the suggestion of the Mayor Pro Tem who requested a motion. Chuck Klingenstein, "I so move". Paul Sincock seconded. Motion carried unanimously. Chuck Klingenstein understood that UVSC has reviewed this lease and has found it acceptable. The Mayor Pro Tem requested a motion to approve. Roger Harlan, "I so move". Paul Sincock seconded. Motion unanimously carried.

IX ADJOURNMENT

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

* * * * * * * * * * *

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

Prepared by Janet M. Scott

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Janet M Scott

Janet M. Scott, City Recorder

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: February 20, 1997 (February 27 meeting)
DEPARTMENT: Planning Department
AUTHOR: Kurt von Puttkammer, AIA
TITLE: 222 Norfolk Avenue-Plat amendment
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS:

Adopt the ordinance approving the consolidation of lots 24, 25, 26, 27, and the northerly half of lot 28, in block 31 of the amended Park City survey to be known as the Gallacher B31 Replat.

DESCRIPTION:

A. Topic

PROJECT STATISTICS

Applicant:	Richard Gallacher for Hans R. Rehm and Stephen B. Shelton
Location:	222 Norfolk Avenue
Proposal:	Plat amendment
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential
Project Planner:	Kurt von Puttkammer, AIA

B. Background

The proposed project is located on Upper Norfolk and is surrounded by residential uses. Currently, the project consists of four - 25' wide x 75' deep lots and a half lot which is 12'-6" wide x 75' deep. The existing lots are vacant with a private staircase located on a portion of lot 24 providing access to the residence on lot 23.

The applicant has provided a letter to Staff from the Owner of lot 23 acknowledging they have no prescriptive easement rights on the applicants property.

C. Analysis

Staff has evaluated the overall project against the Land Management Code, section 7.1, Historic Residential, HR-1, and the Historic District Design Guidelines. The proposed lots comply with all requisite City codes. Structures developed on the lots created from this plat amendment will require Historic District Commission review and approval. The minimum lot size in this zone is 25' x 75' and the proposed lots will be 37'-6" x 75'-0".

D. Department Review

The Community Development Department has reviewed this plat amendment request. The request was discussed at a Staff Review meeting on February 18, 1997. The City Engineer reviewed the proposed plat amendment prior to the Staff review.

The City Engineer will request a Construction Mitigation Plan prior to approving building permits.*

The City Engineer believes some minor utility work will be required and the applicant will need to provide a financial security for these public improvements prior to building permit issuance.*

*Specific conditions have been drafted to address these issues (see conditions #3 & #4).

E. Planning Commission Action

Due to the fact that there are no outstanding issues associated with this request for a plat amendment and considering the work load of the Planning Commission, this project was not brought before the Planning Commission for a recommendation.

Proper legal notice was published and notice was mailed to all property owners within 300' and to all property owners within the original Park City Survey.

ALTERNATIVES:

A. Approve the proposed amendment, thereby, allowing the 4 ½ parcels to be combined into three parcels.

B. Deny the plat amendment request thereby retaining the original parcel configuration.

C. Continue the item for further discussion and input.

SIGNIFICANT IMPACTS:

This proposed amendment will result in a reduction of density on the property by one house.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the plat amendment is not approved as proposed, the owner will be unable to proceed with architectural design of the proposed residences. The parcels may be sold individually and developed with individual single family residences.

RECOMMENDATION:

The Staff recommends that the City Council approve the proposed plat amendment based on the following:

Findings of Fact

1. The plat amendment combines four and one-half parcels into three parcels.

2. The proposed parcel configuration is consistent with the existing ownership patterns in the surrounding area.

3. The project is located on steep terrain, a street with limited access, and with minimal construction staging area. A Construction Mitigation is necessary to mitigate any adverse impacts on the neighborhood.

4. A financial guarantee is necessary to ensure completion of public improvements.

Conclusions of Law:

1. There is good cause for the amendment in that the parcel combination will result in a net decrease in the density when compared to individual ownership of the four separate parcels.

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

Conditions of Approval:

1. Prior to plat recordation, the City Attorney and City Engineer shall review and approve the final plat for compliance with the Land Management Code and conditions of approval.

2. All Standard Project Conditions and Land Management Codes shall apply.

3. A Construction Mitigation Plan will required prior to any construction on the newly created parcels.

4. A financial security will be required for any public improvements.

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

REQUESTED COUNCIL ACTION:

The Staff recommends that the City Council approve the proposed plat amendment.

EXHIBITS:
Exhibit A-Proposed plat map
Exhibit B-Location map

Ordinance No. 97-

AN ORDINANCE APPROVING THE PLAT AMENDMENT AT 222 NORFOLK AVENUE, CONSOLIDATING LOT 24, 25, 26, 27, AND THE NORTHERLY HALF OF LOT 28, IN BLOCK 31 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, UTAH

WHEREAS, the owner's agent, Richard Gallacher, of the property at 222 Norfolk Avenue, located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Park City, Utah, have petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on February 27, 1997 the City Council reviewed the proposed plat amendment and held a public hearing; and

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

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

<u>SECTION 1. FINDINGS OF FACT.</u>

1. The proposed plat amendment will consolidate four and one-half 25' X 75' lots into three lots measuring 37.5' along Norfolk Avenue and 75.0' deep.

2. The proposed parcel configuration is consistent with the existing ownership patterns in the surrounding area.

3. The project is located on steep terrain, a street with limited access, and with minimal construction staging area. A Construction Mitigation is necessary to mitigate any adverse impacts on the neighborhood.

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

SECTION 2. CONCLUSIONS OF LAW.

The City Council hereby concludes that there is good cause for the above-mentioned plat amendment and that neither the public nor any person will be materially injured by the proposed plat. The plat is consistent with the Park City Land Management Code and applicable State law.

SECTION 3. PLAT APPROVAL.

The plat amendment located at 222 Norfolk Avenue, is hereby approved as shown on Exhibit A, with the following conditions:

1. The City Attorney and City Engineer shall review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.

2. All standard project conditions shall apply.

3. A Construction Mitigation Plan will be required from the applicant prior to any construction on the newly created parcels.

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

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

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

PASSED AND ADOPTED this 27 th day of February, 1997.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, Deputy City Recorder

Approved as to form:

____
Mark D. Harrington, Assistant City Attorney

M:\CDD\CDD\KVP\CC\222NORF.ORD

EXHIBIT "A"

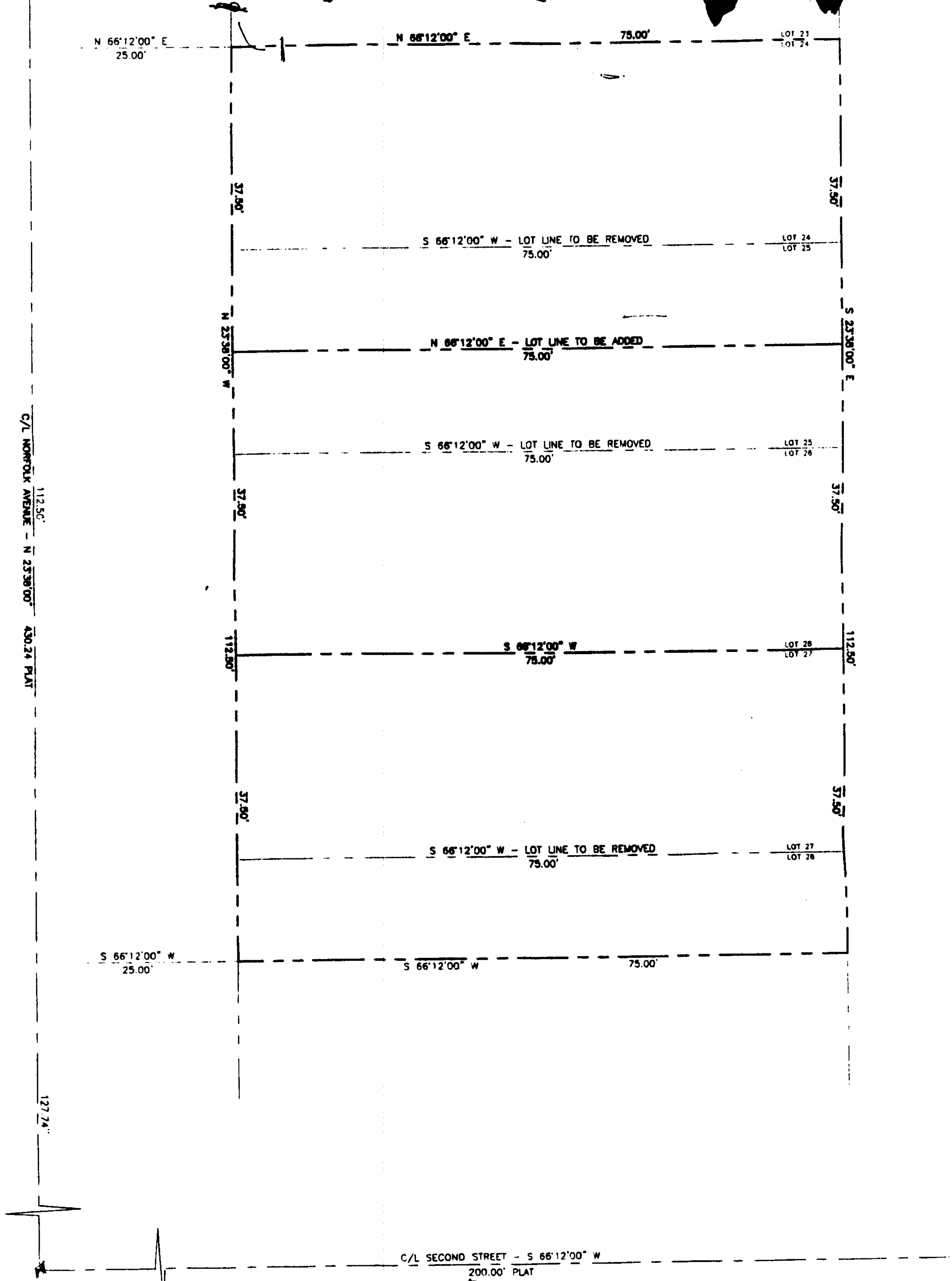
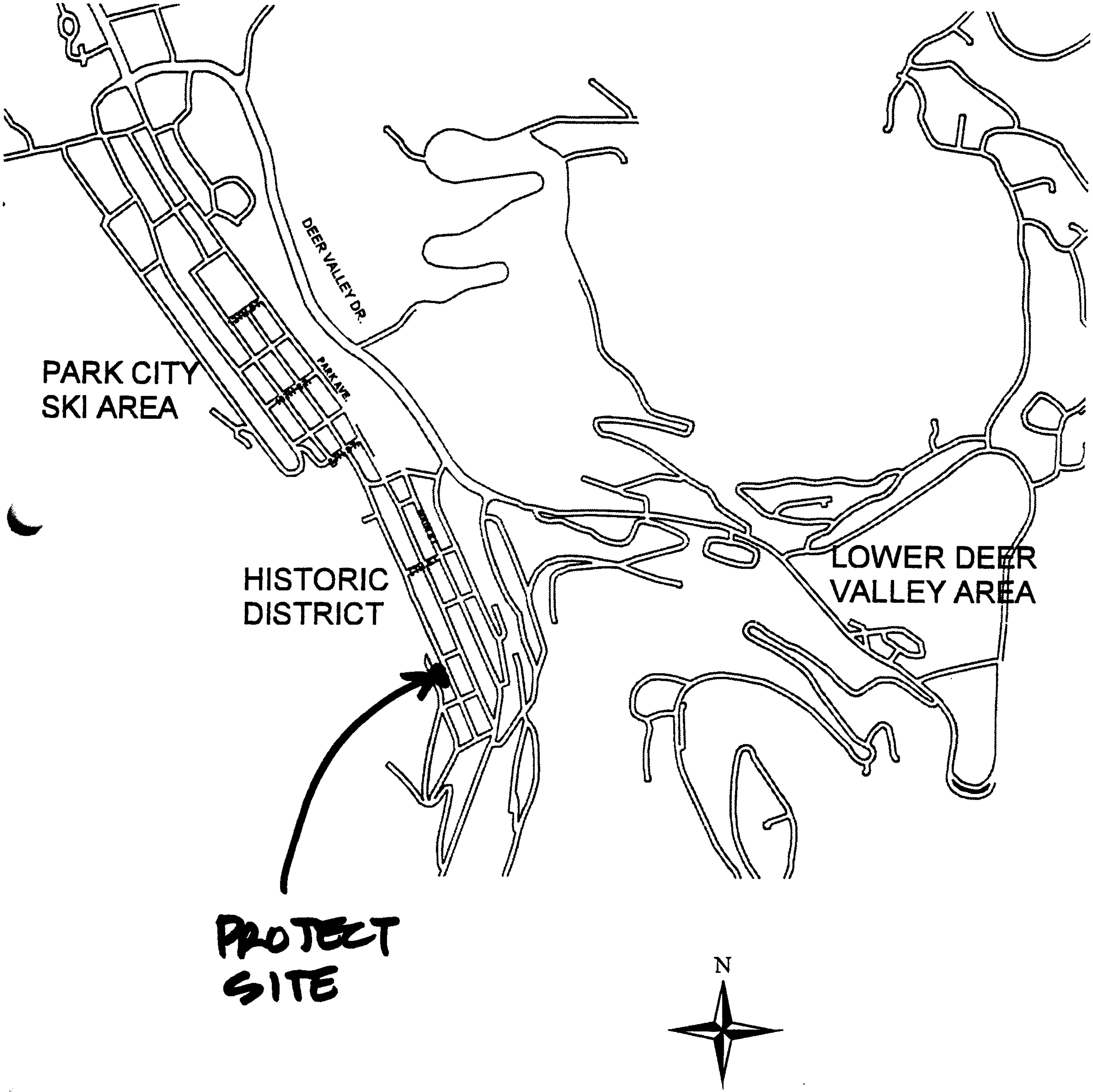

100.00'
N 66°12'00" E
25.00'
N 66°12'00" E
75.00'
LOT 23
LOT 24
37.50'
37.50'
S 66°12'00" W - LOT LINE TO BE REMOVED
75.00'
LOT 24
LOT 25
N 23°38'00" W
S 23°38'00" E
N 66°12'00" E - LOT LINE TO BE ADDED
75.00'
S 66°12'00" W - LOT LINE TO BE REMOVED
75.00'
LOT 25
LOT 26
C/L NORFOLK AVENUE - N 23°38'00" 430.24 PLAT
112.50'
37.50'
37.50'
112.50'
S 66°12'00" W
75.00'
LOT 26
LOT 27
112.50'
37.50'
37.50'
S 66°12'00" W - LOT LINE TO BE REMOVED
75.00'
LOT 27
LOT 28
S 66°12'00" W
25.00'
S 66°12'00" W
75.00'
127.74'
C/L SECOND STREET - S 66°12'00" W
200.00' PLAT

EXHIBIT "B"


DEER VALLEY DR.
PARK AVE.
PARK CITY SKI AREA
HISTORIC DISTRICT
LOWER DEER VALLEY AREA
PROJECT SITE
N

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: February 20, 1997 (February 27 meeting)
DEPARTMENT: Planning Department
AUTHOR: Kurt von Puttkammer, AIA
TITLE: 545 Main Street-Plat amendment
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS:

Adopt the ordinance approving the consolidation of lots 13, 14, 15, and the northerly 2.4' of lot 12, in block 9 of the amended Park City survey to be known as the Bamberger Co. Plat.

DESCRIPTION:

A. Topic

PROJECT STATISTICS

Applicant:	DMJM Architects for the Bamberger Company
Location:	545 Main Street
Proposal:	Plat amendment
Zoning:	Historic Commercial Business
Adjacent Land Uses:	Restaurant, nightly rental, residential
Project Planner:	Kurt von Puttkammer, AIA

B. Background

The purpose of this application is to combine property which consists of three 25' x 75' and a lot remnant which is 2'-5" x 75' on Main Street. The property is located between the Hay Charlie's clothing store site, the Claimjumper restaurant site, and four residential lots to the West. Currently, the project is a Main Street pocket park with a sand box, benches, an Olympic monument, and assorted landscaping.

The Historic District Commission is currently reviewing a 12,800 square foot mixed-use project on the proposed property. Building elevations and site plan are attached (Exhibits C & D). Historic District final design review is scheduled for March 3, 1997.

C. Analysis

The proposed plat amendment complies with all requisite Land Management Code requirements. The Community Development Department has reviewed this plat amendment request. This request was discussed at a Staff Review meeting where the City Engineer and Chief Building Official were in attendance.

The City Engineer stated that the "alley" on the South side of Hay Charlie's is not necessarily a public way and can not be used for handicapped exiting without an agreement with the Park City Municipal Corp. Numerous options are available to the applicant and this issue will be resolved through the Building Inspection department review process. No specific condition of approval for the plat will be necessary to address this issue.

Any building on this property will need to comply with the Land Management Code and the Historic Design Guidelines.

D. Planning Commission Action

On February 12, 1997, the Planning Commission held a public hearing on this item. There was no public comment at the hearing. The Planning Commission voted to forward a positive recommendation to the City Council with findings of fact, conclusions of law, and conditions of approval as outlined in the staff report.

Proper legal notice was published and notice was mailed to all property owners within 300' and to all property owners within the original Park City Survey. One inquiry was received regarding the size of the project.

ALTERNATIVES:

A. Approve the proposed amendment, thereby, allowing the parcels to be combined into a single parcel.

B. Deny the plat amendment request thereby retaining the original parcel configuration.

C. Continue the item for further discussion and input.

SIGNIFICANT IMPACTS:

Approval of this application will permit the construction of the proposed 12,800 square foot mixed-use project. This proposed amendment will result in the loss of one of Main Street's few remaining pocket parks.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the plat amendment is not approved as proposed, the owner will be unable to construct the proposed project. The parcels may be sold individually and developed as individual commercial shops. The City could also consider purchasing the lots and preserve the pocket park.

RECOMMENDATION:

The Staff recommends that the City Council approve the proposed plat amendment based on the following:

Findings of Fact

1. The plat amendment combines three parcels, and one remnant parcel, into one parcel.

2. The proposed parcel configuration (5,812 SF) is consistent with the existing ownership patterns in the surrounding area. The new lot will allow a structure which is compatible in mass and scale with the surrounding structures.

3. The project is located on congested Main Street with limited access and with minimal construction staging area. A Construction Mitigation is necessary to mitigate any adverse impacts on the neighboring properties.

4. A financial guarantee is necessary to ensure completion of public improvements.

Conclusions of Law:

1. There is good cause for the amendment in that the parcel combination will result in a net decrease in the density when compared to individual ownership of the three separate parcels.

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

Conditions of Approval:

1. Prior to plat recordation, the City Attorney and City Engineer shall review and approve the final plat for compliance with the Land Management Code and conditions of approval.

2. All Standard Project Conditions and Land Management Codes shall apply.

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

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

5. A Construction Mitigation Plan will be required from the applicant prior to any construction on the newly created parcels.

REQUESTED COUNCIL ACTION:

The Staff recommends that the City Council approve the proposed plat amendment.

EXHIBITS:
Exhibit A- Proposed plat map
Exhibit B- Location map
Exhibit C- Proposed site plan
Exhibit D- Proposed exterior elevations

Ordinance No. 97-

AN ORDINANCE APPROVING THE PLAT AMENDMENT AT 545 MAIN STREET,CONSOLIDATING LOT 13, 14, 15 AND THE NORTHERLY 2.4' OF LOT 12, IN BLOCK 9. LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, UTAH

WHEREAS, the owner, the Bamberger Company, of the property at 545 Main Street, located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Park City, Utah, have petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on February 12, 1997 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on February 27, 1997 the City Council reviewed the proposed plat amendment; and

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

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

<u>SECTION 1. FINDINGS OF FACT.</u>

1. The newly formed parcel is located at 545 Main Street and the property is zoned HCB, Historic Commercial Business.

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

3. The proposed plat amendment will consolidate three lots and a remnant lot into one lot with frontage measuring 77.34' along Main Street and 75.0' deep.

SECTION 2. CONCLUSIONS OF LAW.

1. There is good cause for the amendment in that the parcel combination will result in a net decrease in the density when compared to individual ownership of the three separate parcels.

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

SECTION 3. PLAT APPROVAL.

The plat amendment located at 545 Main Street, is hereby approved as shown on Exhibit A, with the following conditions:

1. The City Attorney and City Engineer shall review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.

2. All Standard Project Conditions and Land Management Codes shall apply.

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

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

6. A Construction Mitigation Plan will be required from the applicant prior to any construction on the newly created parcels.

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

PASSED AND ADOPTED this 27 th day of February, 1997.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Bradley A. Olch

Attest:

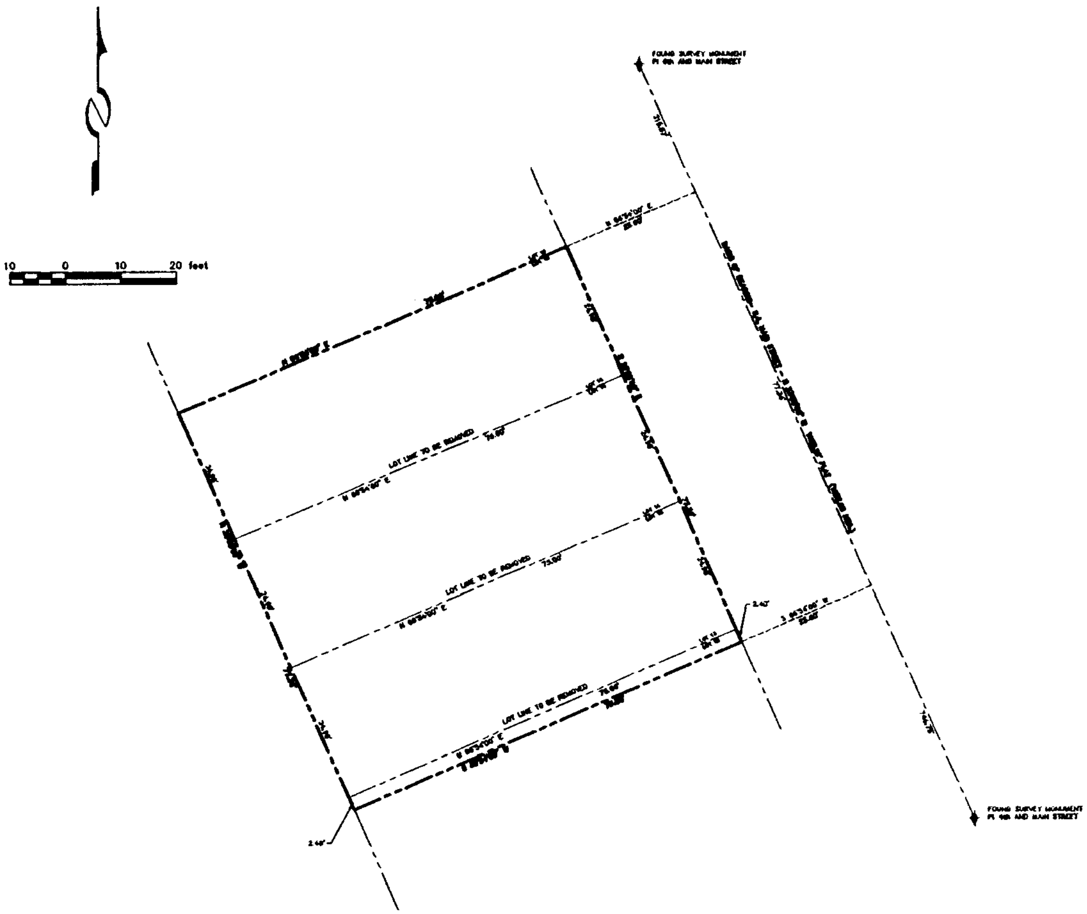
____
Janet M. Scott, Deputy City Recorder

Approved as to form:

____
Mark D. Harrington, Assistant City Attorney

M:\CDD\CDD\KVP\CC\545MAIN.ORD

EXHIBIT "A"



[illegible] CERTIFICATE

I, John [illegible], certify that I am a Registered Land Surveyor and that I hold Certificate No. [illegible], as prescribed by the laws of the State of Utah, and that this Lot Line Adjustment Plat was prepared under my direction in accordance with the requirements of the Park City Municipal Corporation.

John [illegible] Date

[illegible] DESCRIPTION

All of Lots 13–15 and the Northerly 2.4 feet of Lot 12, Block [illegible], Park City Survey, according to the official plat thereof on file and of record in the office of the County Recorder of Summit County, Utah.

[illegible] DEDICATION AND CONSENT TO RECORD

Know all men by these present that David [illegible], the undersigned owner of the herein described tract of land to be known hereafter as [illegible] REPLAT, certify that I have caused this Lot Line Adjustment Plat to be made and consent to the recordation of this Lot Line Adjustment Plat. Also, the owner, or his/her representative, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable offer of dedication.

IN WITNESS WHEREOF, the undersigned set his hand this ________ day of ____________ 19___

David [illegible]

ACKNOWLEDGMENT

State of ____________)
ss.
County of ____________)

On this ______ day of ____________ 1996, personally appeared before me, the undersigned Notary Public in and for said state and county, David [illegible] being duly sworn, acknowledged to me that he/she is the owner of the herein described tract of land and he/she signed the above Owners Dedication and Consent to Record freely and voluntarily.

Notary Public

Commission expires ____________

NOTES

1. The street address of the property is [illegible] Main Street.
2. See Alliance Engineering survey Job # 1-[illegible] for record of survey plat.

B A M B E R G E R Co. R E P L A T

LOT LINE ADJUSTMENT

SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED
JUL 17 1996
PARK CITY
PLANNING DEPT

PAGE 1 OF 1

ALLIANCE ENGINEERING INC.	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2684 323 MAIN STREET PARK CITY, UTAH 84060 (801) 649-9467	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ________, 1996 A.D. BY ________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF ________, 1996 A.D. BY ________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ________, 1996 A.D. BY ________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ________, 1996 A.D. BY ________ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ________ DATE ____ TIME ____ BOOK ____ PAGE ____ FEE ____ RECORDER

JOB NO. 14-7-96 FILE: [illegible]\SRV96\PCS\140796

41

EXHIBIT "B"

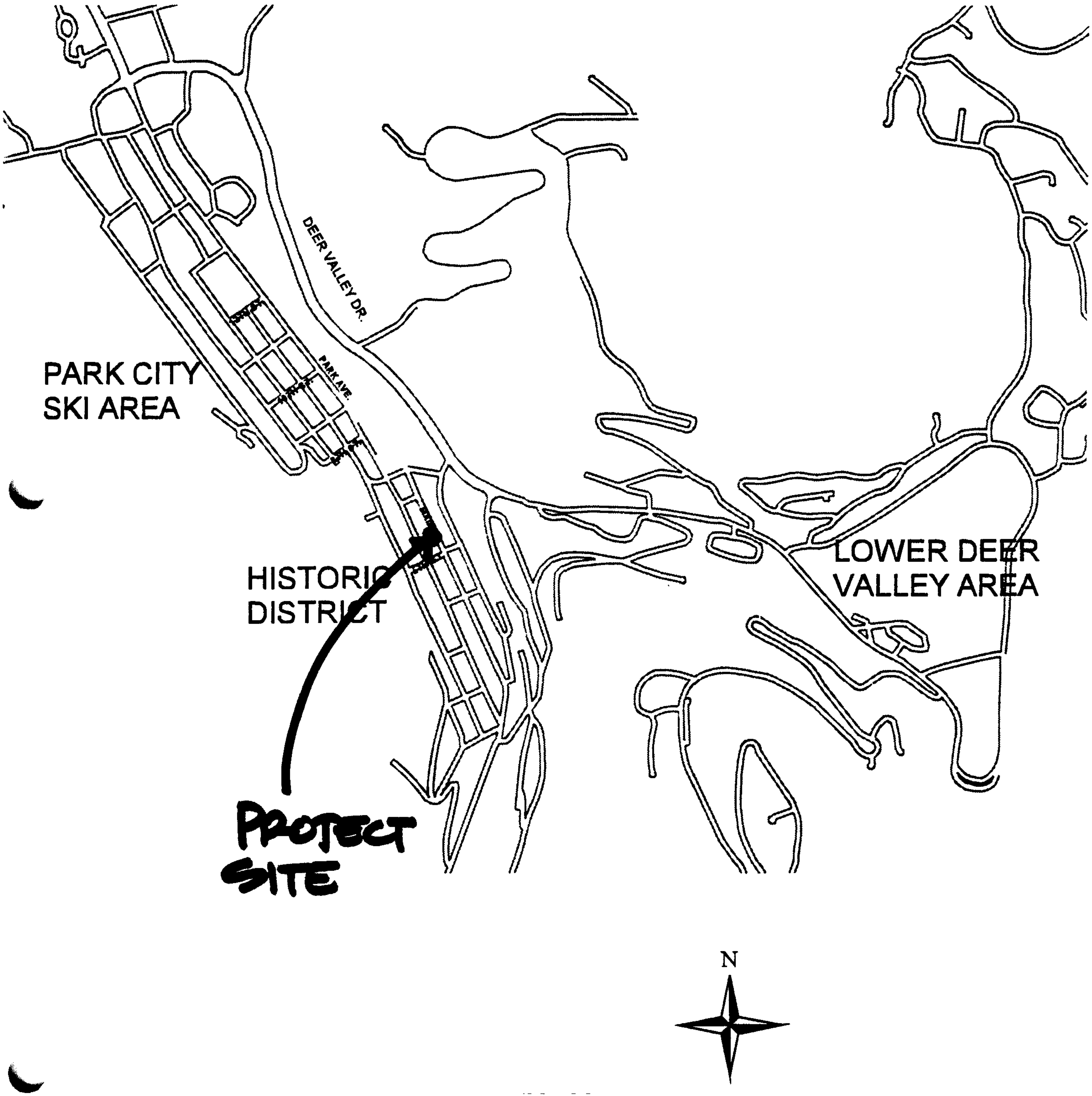

DEER VALLEY DR.
PARK AVE.
PARK CITY SKI AREA
HISTORIC DISTRICT
LOWER DEER VALLEY AREA
PROJECT SITE
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EXHIBIT "C"

RECEIVED
FEB 11 1997
PARK CITY
PLANNING DEPT.

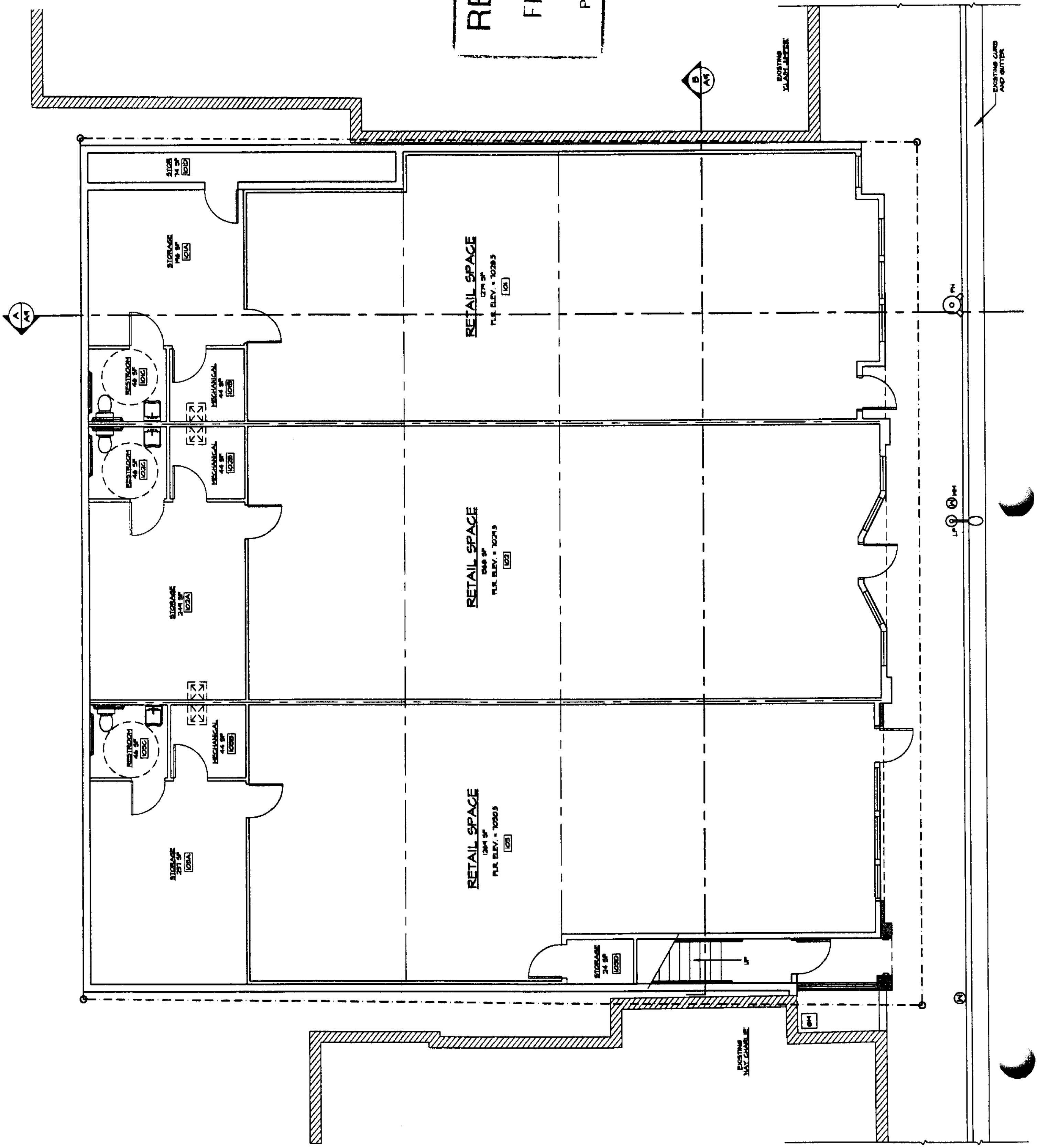
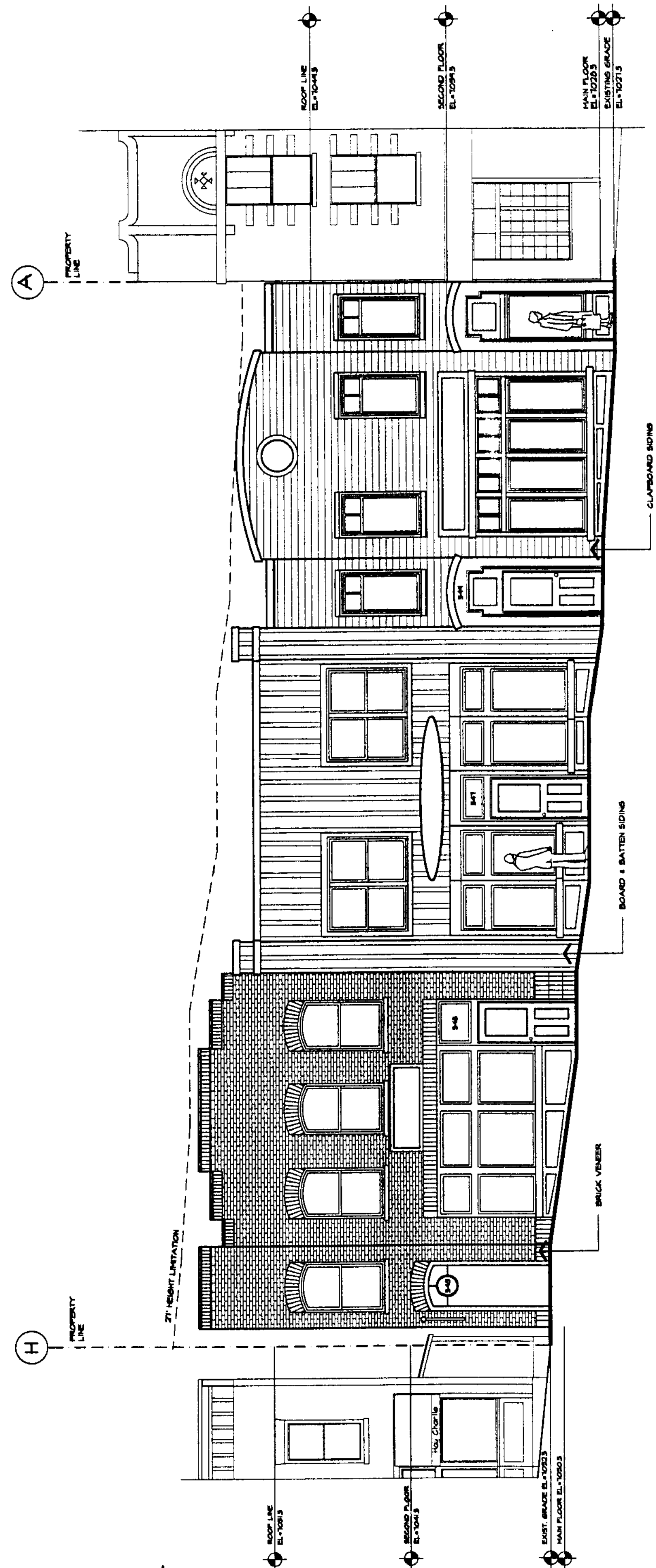


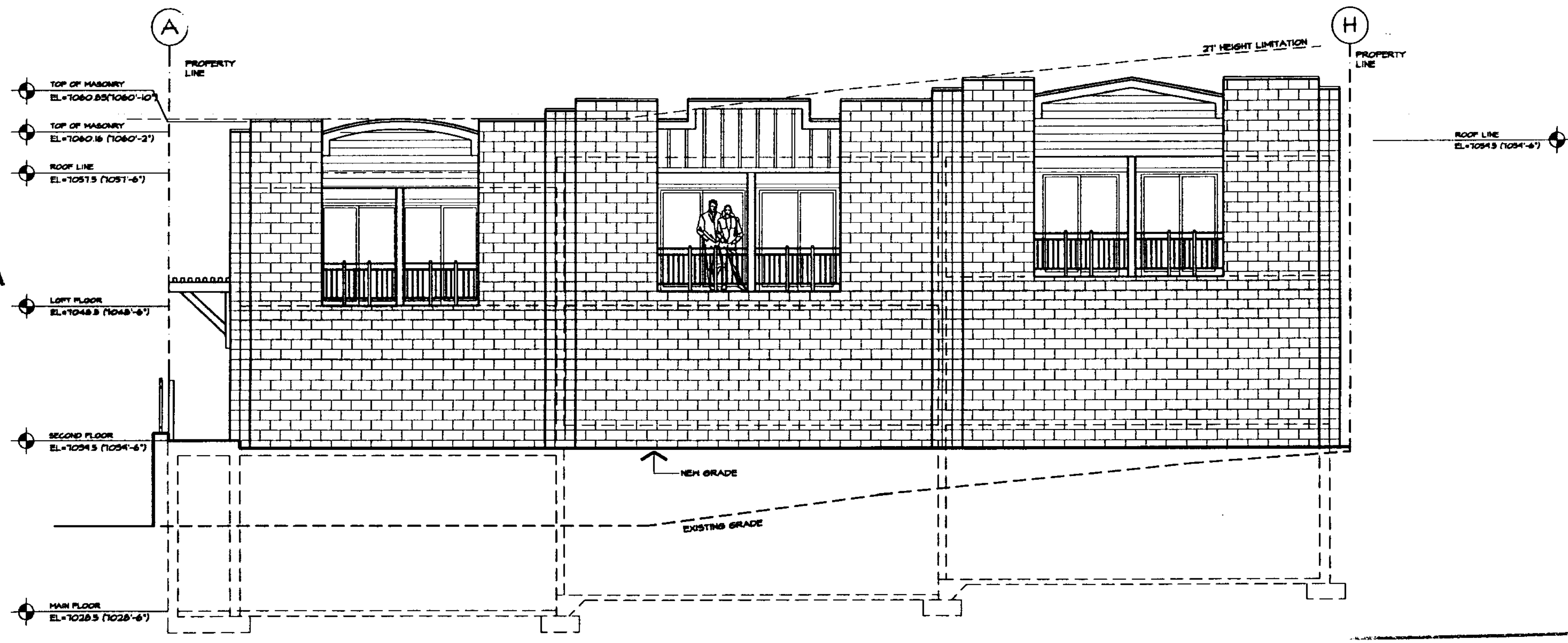
EXHIBIT "D"

RECEIVED
FEB 11 1997
PARK CITY
PLANNING DEPT.



EAST ELEVATION

EXHIBIT "D"



WEST ELEVATION

1/4"=1'-0"

RECEIVED
FEB 11 1997
PARK CITY
PLANNING DEPT.

PARK CITY
1884

CITY COUNCIL AGENDA REPORT

DATE: February 27, 1997
DEPARTMENT: Community Development Department
AUTHOR: Kevin LoPiccolo
TITLE: 350 Main Street Plat Amendment to the Park City Survey, Lots 11 & 12, a portion of Lot 10, Block 22 and Lots 12 & 13, and a portion of Lot 11, Block 69
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Adopt the Ordinance amending the plat at 350 Main Street (Seafood & Oyster Company).

Description:

A. Project Information:

Applicant:	Aaron A. Hoffmann
Location:	350 Main Street (Seafood & Oyster Company)
Proposal:	Replat lots 11 and 12 and a portion of lot 10, Block 22 and lots 12 & 13, and a portion of lot 11, Block 69.
Zoning:	Historic Commercial Business
Adjacent Land Uses:	Commercial/Swede Alley
Date of Application:	December 13, 1996
Project Planner:	Kevin LoPiccolo

B. Background:

The property at 350 Main Street consists of Lots 11 and 12, and a portion of Lot 10 of Block 22, and Lots 12 & 13, and a portion of Lot 11 of Block 69 of the Park City

Survey. The site is the location of the Seafood & Oyster Company. The applicant's property is on the east side of Main Street between Trouts and Bald Eagle Realty buildings.

The purpose of the plat amendment is to combine Lots 11 & 12, and a portion of Lot 10 of Block 22 and Lots 12 & 13, and a portion of Lot 11 of Block 69 into one parcel of record. The applicant's ultimate objective is to construct a patio cover on the Swede Alley side of the building. The patio cover requires a plat amendment due to the fact that the building is currently constructed across lot lines. The Uniform Building Code does not permit any structure to cross property lines. This request will remedy the existing situation and allow the patio cover to be constructed in the rear of the building along Swede Alley pending review and approval of the Historic District Commission.

C. Analysis:

The proposed plat amendment is consistent with all requisite Land Management Code requirements. The request will combine the four existing lots into one lot. Although the intent of the lot combination is to construct a cover area in the rear of the building, it will also achieve a legal conforming lot in that it will combine all lots, thus eliminating the situation where the existing building from crossing property lines. It should be noted any proposal other than the patio cover (i.e., any increased floor area) would require compliance with the parking regulations of the Land Management Code.

D. Department Review:

The City's Staff Review Team and City Attorney's Office have reviewed this application and found the request to be in compliance with the Land Management Code.

Public Input:

All owners within the affected plat were noticed on February 11, 1997. No comments have been received at the time of this staff report.

Alternatives:

A. Approve the proposed plat amendment allowing four lots to be combined into one lot of record.

B. Deny the proposed plat amendment and retain the original form of the property.

C. Continue the item and request further evaluation from the staff.

Significant Impacts:

Approval of the plat amendment will allow four lots to be combined into one lot of record and will allow the future construction of a new patio cover to the rear of the historic 350 Main Street building (pending HDC approval) and will eliminate the lot lines to bring the building into compliance with the Uniform Building Code Standards.

Consequence Of Not Taking The Recommended Action:

Denial of this application will preclude the applicant from constructing any additions because it would cross lot lines violating the Uniform Building Code. Denial of the application would continue the current situation of the building crossing over existing property lines.

Recommendation:

The Community Development Department recommends approval of the proposed plat amendment subject to the following Findings of Fact, Conclusion of Law, and Conditions of Approval:

Findings of Fact:

1. The proposal is consistent with both Park City Land Management Code and State Subdivision requirements.

2. The plat amendment is necessary to combine four lots into one lot of record.

3. The amendment results in several remnant lots under different ownership.

Conclusions of Law:

1. There is good cause for the amendment.

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

Conditions of Approval:

1. The City Attorney and City Engineer's review and approval of the final form and content of the amended plat is a condition precedent to recording the plat.

2. Execution and Recordation of the Plat is a condition precedent to the issuance of a building permit for the proposed patio cover or future additions.

3. All Standard project Conditions shall apply.

4. Approval of the plat amendment shall be void if the plat is not recorded by February 27, 1998.

5. No remnant lot or portion thereof created by this amendment is a separately developable lot.

Exhibits:

Exhibit A - Vicinity Map
Exhibit B - Existing Plat/Proposed Plat
Exhibit C - Proposed Ordinance

350 Main Street

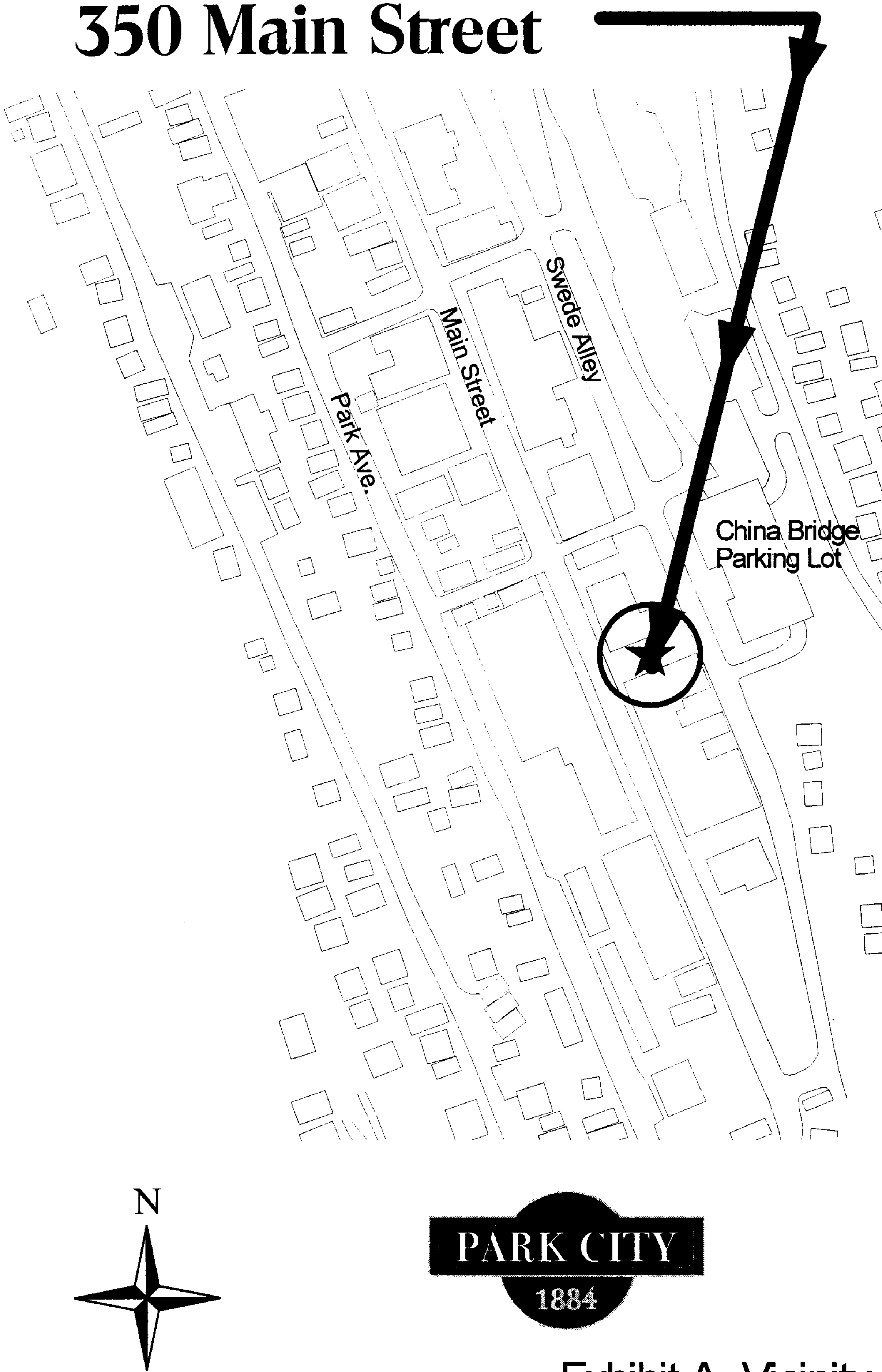
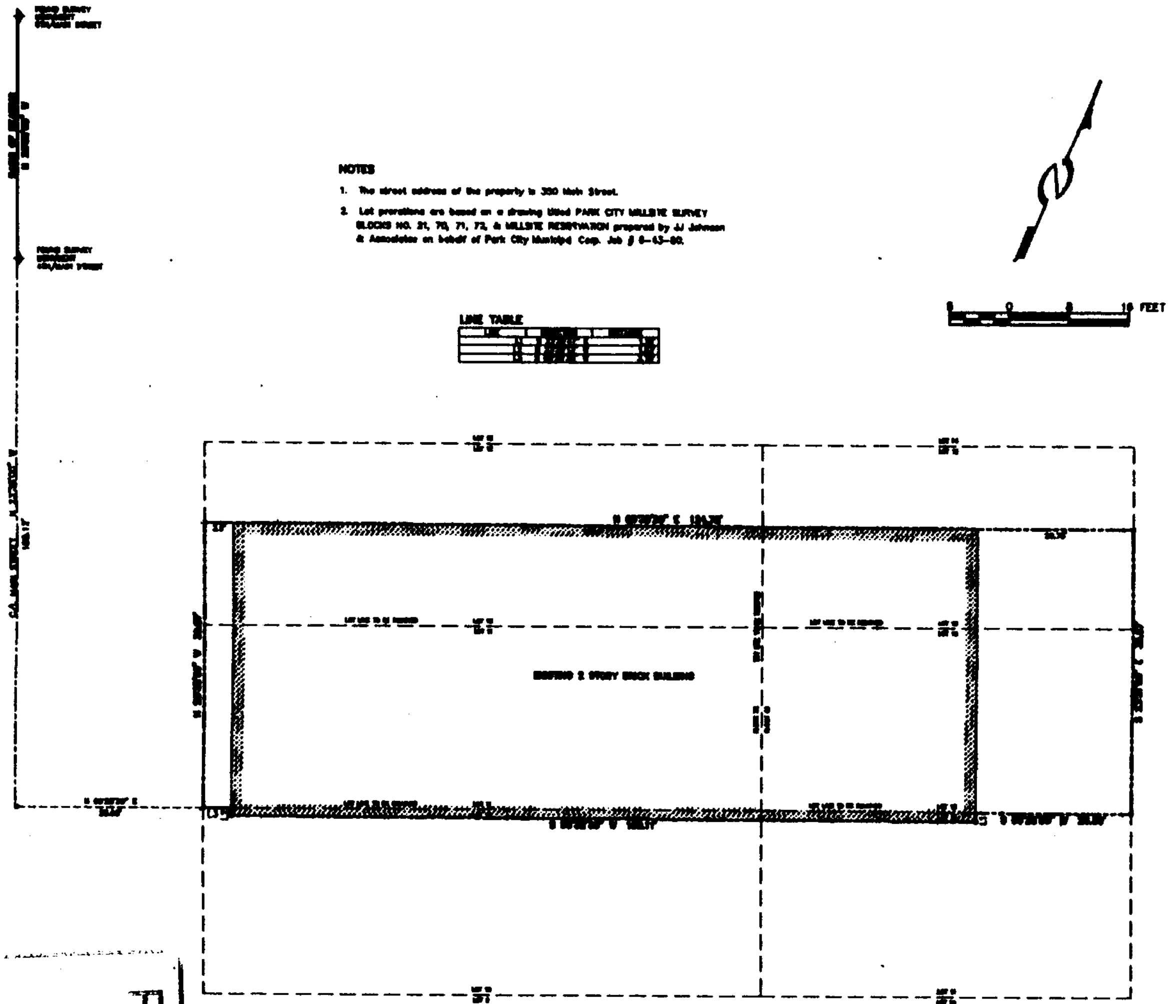


Exhibit A- Vicinity Map

RECEIVED
DEC 19 19[illegible]
PARK CITY
PLANNING DEPT.



NOTES

1. The street address of the property is 350 Main Street.
2. Lot prorations are based on a drawing titled PARK CITY MILLSITE SURVEY BLOCKS NO. 21, 70, 71, 72, & MILLSITE RESERVATION prepared by AJ Johnson & Associates on behalf of Park City Municipal Corp. Job # 6-43-80.

SURVEYORS CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this Lot Line Adjustment Plat was prepared under my direction in accordance with the requirements of the Park City Municipal Corporation.

John Demkowicz ____________ Date ____________

DEED DESCRIPTION

PARCEL 1:

Lot 11 and the South 20 feet of Lot 12, Block 22, Park City Survey, and Lot 12 and the South 20 feet of Lot 13, Block 69, Millsite Reservation, according to the official plat thereof, on file and of record in the office of the Summit County Recorder.

Less and excepting from Parcel 1 the following:

Beginning at a point South 23° 38' 00" East 6.0 feet from the Southwest Corner of Lot 13, Block 22, Park City Survey and running thence North 66° 40' 00" East 75.0 feet; thence North 66° 34' 00" East 80.0 feet; thence South 23° 31' 00" East 6.10 feet; thence South 66° 43' 00" West 21.90 feet to an existing building corner; thence South 66° 43' 03" West along the exterior wall of said existing (building) 80.32 feet; thence South 66° 43' 00" West 3.70 feet; thence North 23° 38' 00" West 6.0 feet to the point of beginning.

PARCEL 2:

A tract of land in Park City, Utah being a portion of Lot 10, Block 22, Park City Survey, together with a portion of Lot 11, Block 69, Millsite Reservation, the boundary of which is described as follows:

Beginning at a point on the Northerly line of said Lot 10, said point being North 66° 28' 30" East 3.70 feet from the Northwest corner of said Lot 10, said point being on the Westerly line of a concrete building; and running thence along said Northerly line North 66° 28' 30" East 71.21 feet to the Northeast corner of said Lot 11; thence along the Northerly line of said Lot 11 North 66° 25' 50" East 28.90 feet to the Easterly line of a building; thence along an existing building line South 23° 30' 47" East 1.16 feet to the Southeast corner of said building; thence along said building line South 66° 32' 56" West 100.11 feet to the Southwest corner of said building; thence along said building line North 23° 36' 13" West 1.03 feet to the point of beginning.

CONSOLIDATED BOUNDARY DESCRIPTION

Beginning at the Southwest corner of Lot 11, Block 22, Park City Survey, according to the Official Plat thereof, and running thence along the West line of Lots 11 and 12 of Block 22 North 23° 38' 00" West 38.87 feet; thence North 66° 33' 26" East 3.9 feet more or less to the northwest corner of an existing concrete building; thence along the northerly exterior wall of said building North 66° 33' 26" East 100.1 feet more or less to the northeast corner of said building; thence North 66° 33' 26" East 28.79 feet more or less to the easterly line of Lot 13, Block 69, Park City Survey; thence along the easterly line of Lots 13 and 12 of Block 69 South 23° 31' 00" East 38.87 feet; thence along the southerly line of Lot 12 of Block 69 South 66° 28' 30" West 28.90 feet more or less to a point on the easterly exterior wall of said building; thence along the easterly exterior wall of said building South 23° 30' 47" East 1.16 feet more or less to the southeast corner of said building; thence along the southerly exterior wall of said building South 66° 32' 56" West 100.11 feet more or less to the southwest corner of said building; thence along the westerly exterior wall of said building North 23° 36' 13" West 1.03 feet more or less to the southerly line of Lot 11 of block 22; thence along the southerly line of lot 11 of Block 22 South 66° 28' 30" West 3.70 feet more or less to the point of beginning.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT that Aaron A. Hofmann, the undersigned owner of the herein described tract of land to be known hereafter as 350 MAIN STREET, certifies that he has caused this Lot Line Adjustment Plat to be prepared. Aaron A. Hofmann hereby consents to the recordation of this Lot Line Adjustment Plat. Also, the owner, or his/her representative, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable offer of dedication.

IN WITNESS WHEREOF, the undersigned set his hand this ________ day of ________________ 1996.

____
Aaron A. Hofmann

ACKNOWLEDGMENT

State of ______________)
) ss.
County of _____________)

On this ______ day of ______________, 1996, personally appeared before me, the undersigned Notary Public in and for said state and county, Aaron A. Hofmann being duly sworn, acknowledged to me that he is the owner of the herein described tract of land and he signed the above Owners Dedication and Consent to Record freely and voluntarily.

____
Notary Public

Commission expires ______________

LOT LINE ADJUSTMENT PLAT
3 5 0 M A I N S T R E E T

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 1

ALLIANCE ENGINEERING INC.	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (801) 649-9467	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS ______ DAY OF ____________ 1996 A.D. BY ____________ S.B.S.I.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ____________ 1996 A.D. BY ____________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ______ DAY OF ____________ 1996 A.D. BY ____________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF ____________ 1996 A.D. BY ____________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______ DAY OF ____________ 1996 A.D. BY ____________ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ____________ DATE ______ TIME ______ BOOK ______ PAGE ______ ______ FEE ______ RECORDER

51

Exhibit B - Existing Plat/Proposed Plat

ORDINANCE NO. 97-___

AN ORDINANCE APPROVING AN AMENDMENT TO THE PARK CITY SURVEY, LOTS 11 AND 12, AND A PORTION OF LOT 1(BLOCK 22 AND LOTS 12 & 13, AND A PORTION OF LOT 11, BLOCK 69, TO BE KNOWN AS THE 350 MAIN STREET RESUBDIVISION, LOCATED AT 350 MAIN STREET, PARK CITY, UTAH

WHEREAS, the owners of the property known as Lots 11 and 12, and a portion of Lot 10, Block 22 and Lots 12 & 13, and a portion of Lot 11, Block 69, Park City Survey, has petitioned the City Council for approval of an amendment to the amended Park City Survey; and

WHEREAS, proper legal notice was sent to all affected property owners;

WHEREAS, the City Council held a public hearing on February 27, 1997 to receive public input on the proposed amendment;

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

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

SECTION 1. CONCLUSIONS OF LAW. The City Council hereby concluded that:

1. There is good cause for the amendment

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

SECTION 2. PLAT APPROVAL. The plat amendment for Lots 11 and 12, and a portion of Lot 10, Block 22 and Lots 12 & 13, and a portion of Lot 11, Block 69, Park City Survey is approved as shown on the attached Exhibit "B" with the following conditions:

1. The City Attorney and City Engineer's review and approval of the final form and content of the amended plat is a condition precedent to recording the plat.

2. Execution and Recordation of the plat is a condition precedent to the issuance of a building permit for the addition.

3. All Standard Project Conditions shall apply.

4. Approval of the plat amendment shall be void if the plat is not recorded by February 27, 1998.

5. No remnant lot or portion thereof created by this amendment is a separately developable lot.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 27th day of February 1997.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Jan Scott, City Recorder

Approved as to form:

____

Mark Harrington, Assistant City Attorney

PARK CITY
1884

DATE: February 24, 1997
DEPARTMENT: Legal
AUTHOR: Mark Harrington
TITLE: Amendment of Title 4, Chapter 3, Section 8 of the Municipal Code of Park City to allow vending within the public right-of-way by franchise agreement.
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Consider an amendment to Title 4, Chapter 3, Section 8 of the Municipal Code to allow vending within the public right-of-way by way of granting franchise agreements.

DESCRIPTION:

A. Topic:

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

B. Background:

Early last summer, the City Council discussed the possibility of allowing limited use of the City's rights-of-way for street vending, an ice cream truck in particular. In response to the Council's direction, the Legal Department has drafted the attached amendments which allow street vending if the applicant has received a franchise to do so from the City.

C. Analysis:

The amendments allow the City, in its sole discretion, to award franchise agreements for street vending within the public right-of-way. Sales would be limited to the Single Family zone, which consists primarily of the Park Meadows, Prospector and Thaynes areas. Use of specific streets could be prohibited in the specific franchise agreements, which Council would approve separately.

The Police Department, who did not participate in last year's discussion, recently reviewed this matter and recommends against the proposed amendment. Their concerns stem from two areas: 1) traffic and public safety; and 2) precedent. They feel the current traffic situation and attempts to further control traffic are directly contrary to allowing street vending. Additionally, even if they could be convinced that an ice cream truck would have no adverse impacts, they feel the

Council is opening the door to an expansion of private use in the public right-of-way. After observing the Atlanta Olympics, they strongly recommend that the Council go in the opposite direction and eliminate any expectation of private use of public streets.

D. Department Review:

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

ALTERNATIVES:

A. Adopt the Ordinance as proposed to allow vending within the public right-of-way in the Single Family zone by franchise agreement.

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

C. Deny the Request. The Council may choose not to adopt the Ordinance. Ice Cream trucks and other vendors would not be allowed. This action is recommended by the Police Department.

SIGNIFICANT IMPACTS: The proposed changes would allow street vending in the single family zones if the business gets a grant of a franchise from the City. Deputy Police Chief Lloyd Evans will be at the meeting to discuss the impacts as perceived by the Police Department.

RECOMMENDATION: Consider an amendment to Title 4, Chapter 3, Section 8 of the Municipal Code to allow vending within the public right-of-way by way of granting franchise agreements.

Ordinance 97-___

AN ORDINANCE AMENDING SECTION 4-3-8 OF THE MUNICIPAL CODE OF PARK CITY TO PROVIDE FOR THE AWARD OF NON-EXCLUSIVE FRANCHISES TO SELL FOOD WITHIN THE PUBLIC RIGHT-OF-WAY IN CERTAIN ZONES

WHEREAS, the City Council has received a request to allow an ice cream truck to sell ice cream in residential neighborhoods; and

WHEREAS, street vending is currently prohibited within the City; and

WHEREAS, if properly regulated, street vending can be of a public benefit to the residents and visitors of Park City;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

SECTION I. AMENDMENT. Section 4-3-8 of the Municipal Code of Park City is hereby amended to read as follows:

4- 3- 8. STREET VENDORS.

It shall be unlawful to sell food, flowers, agricultural products, ice cream, candy, popcorn or other goods or merchandise from push carts, mobile wagons, or motor vehicles on private or public property except as authorized and licensed under this Chapter.

(A) **SALES AT CONSTRUCTION SITES**. At bona fide construction sites a license, as described in Section 4-2-18 of the this Title may be obtained to sell food from motor vehicles located on private property. Licensees must list the construction sites they intend to serve on the license application, and update the list as needed throughout the year. Licensees shall not remain at any one site for more than a two (2) hour period per day.

(B) **SALES WITHIN THE PUBLIC RIGHT-OF-WAY**. In order to ~~abate~~ control vending within any public right-of-way in Park City, except at construction sites, only those vendors who have obtained the grant of a franchise from the City may obtain business licenses to operate such businesses ~~continuously renewed their Street Vendors license since 1987, as grandfathered by the City Council pursuant to the minutes of the March 5, 1987 meeting may renew licenses to continue such business~~. Absent such a franchise~~license~~, vending within any public right-of-way is strictly prohibited.

(C) **TERMS AND CONDITIONS**. Licensed vendors shall be subject to the following terms and conditions:

(1) License Fee. The license fee for a street vendor's license shall be as set forth by resolution. Licenses shall expire on December 31 of the year of issuance. If the license is not granted, the City shall retain twenty five percent (25%) of the fee to help defray the costs of processing and refund the balance.

(2) Health Department Approval. All vendors serving food or garden produce for human consumption from any cart, wagon, or motor vehicle must have the means of preparing, keeping, and serving the foods approved by the Summit County Health Department. This approval, in writing, must be submitted as part of the license application. Withdrawal of Health Department approval for sanitary or health violations is grounds for revocation of the City license.

(3) Limitation on Locations. ~~Street vendors operating from carts or wagons that are powered by the operator (whether pushed, pulled, or peddled), or with a motor assist may be used on the sidewalks, but not in the streets in any commercial zone within the City. No cart or wagon with an assist motor larger than ten (10) horsepower shall be permitted to operate on the sidewalks.~~ Vending from motor vehicles (which shall include any motorized means of conveyance that is required to be licensed by the State Department of Motor Vehicles) shall be restricted to the sale of food at construction sites ~~only, and all sales from motor vehicles shall occur on private property~~ or, if a franchise has been obtained from the City, in the Single Family zone as designated on the Official Zoning Map of Park City.

(4) Vendors required to move location. It shall be unlawful for any street vendor to obstruct pedestrian or vehicular traffic on streets or sidewalks. It shall also be unlawful for any street vendor to remain in a fixed location ~~on public sidewalks~~ for more than one hour at a time. Vendors shall move a distance of a at least fifty (50) feet from their prior location every hour during which they are conducting business. It shall be unlawful for any street vendor to conduct business in a location that impairs reasonable pedestrian or vehicular access to any adjoining building, alley, yard or other property.

(5) Franchise Agreement. The City, in its sole discretion, may determine the number of franchises to award based upon demand of service, pedestrian and vehicular traffic compatibility, competition, and public safety. Any violation of the Franchise Agreement is grounds for business license revocation, in addition to any other remedy at law.

SECTION II. **EFFECTIVE DATE.** This ordinance shall become effective upon publication.

PASSED AND ADOPTED this ____ day of ___________, 1997.

Park City Municipal Corporation

____

Bradley A. Olch, Mayor

Attestation by:

____

Jan Scott, City Recorder

Approved as to Form:

____

Mark D. Harrington, Asst. City Attorney

PARK CITY
1884

CITY COUNCIL REPORT

DATE: February 27, 1997
DEPARTMENT: Community Development/Engineering
AUTHOR: Eric W. DeHaan, P.E. Eric DeHaan
TITLE: Engineering contract for Ontario Avenue and a storm drain on Main Street
TYPE OF ITEM: Approval of Contract

SUMMARY RECOMMENDATIONS: Approval of a contract in an amount not to exceed $45,000 for design, engineering, surveying, project management, and construction inspection services on the 1997 Ontario Avenue Reconstruction and Main Street Storm Drain project. The contract is with Eckhoff, Watson and Preator Engineering (EWP).

DESCRIPTION:

A. Topic: Ontario Avenue is a historic street with failing plumbing. The Sewer District (SBSID) is undertaking a major sewer improvement project running nearly the whole length of Ontario; it is desirable for Park City to upgrade our water lines, service laterals, fire hydrants, and pavement at the same time. This will allow us to take advantage of an economy of scale and accomplish all of the work while the road is shut down. The Main Street storm drain will be a separate bid schedule with Park City paying the cost to install a storm drain on Main Street from 509 Main down Main Street to 6th Street. This contract is for engineering only.

No proposals were solicited from other engineering firms for the following reasons:

1. EWP is the SBSID engineer on the project, so any other firm would need additional coordination efforts on the part of both SBSID and Park City;
2. All existing improvements have already been mapped by EWP so our design process is easier;
3. We have a long-term relationship with EWP's inspectors; other firms are not as familiar with our standards, and we want the construction to go as smoothly as possible;
4. There is an economy of scale since EWP has other jobs in Park City, so travel time and overhead will be minimized.

B. Background: Because of the amount of the contract (not to exceed $45,000) Council approval is required. The staff feels that the projects on Ontario and Main, although inconvenient to residents and merchants, is the optimum long-term solution to many recurring problems. The Ontario water main hasn't broken too many times yet, but its useful life is over.

The old 6-inch line needs to be replaced by an 8-inch line (with nearly twice the capacity) to adequately handle fire flows in this dispersed residential neighborhood. The Main Street drainage problem is caused mostly (not entirely) by roof drains and sump pumps discharging into the gutter. During cold temperatures there is a resulting ice buildup which take about 3 man-hours per day on the part of Public Works to minimize, and complaints from adjacent merchants have still been numerous. The Council has discussed this problem in at least two earlier work sessions.

C. **Analysis**: The Old Town Streets and Utilities Master Plan Implementation funding in the Capital Improvements budget was provided to address a long list of Old Town projects. Although Ontario Avenue was not specifically prioritized, it is a logical extension of the program to use the existing budgeted funds as we cooperate with the Sewer District on Ontario and also to use these funds to install a 12-inch steel drain line under the portion of Main Street with the worst drainage problem together with a direct connection for the offending drains and pump lines. The C.I.P. budget contains over $700,000 which will easily cover the anticipated construction cost of $300,000.00 (of course the construction contract will come back to the Council for approval as well).

Earlier projects accomplished through the Old Town program include the King Road reconstruction and last summer's repaving of most of upper Empire Avenue.

Incidentally, the water being drained down Main Street is high-quality spring water which will not degrade Silver Creek. The ultimate discharge point is east of Park Station Condominiums, so the streamflow volume will be enhanced past City Park and throughout Prospector. Unless the storm drain between 509 Main and 6th Street is installed this summer, next winter's problem will be even worse because of the new building proposed at 545 Main and buildings with basements proposed at 509 Main, 511 Main, and 577 Main. It is the sump pumps which drain water out of basements which cause the worst problems.

A copy of the contract with Eckhoff, Watson, and Preator is attached. The scope of work needs to be upgraded to include Main Street, which is why the total cost in Exhibit B to the agreement is less than the requested not-to-exceed amount of $45,000.00.

Please note that because of a lack of right-of-way or easements there is no real opportunity to underground the existing overhead power and phone lines along Ontario Avenue, and this project will also not affect the existing Thrill Hill. To install underground power and phone lines, easements would need to be purchased from dozens of property owners and the drops to every house would need to be reconstructed. Costs would rise by about 200%, which would adversely affect the City's ability to perform more important projects.

D. **Department Review**: The project has been coordinated with Community Development and Public works. When construction is imminent there will be additional coordination with police and other public safety agencies.

ALTERNATIVES:

A. **Approve the Request**: This will allow design work to occur with adequate time for the construction contract to be let near May 1 and construction to be substantially complete by

B. <u>Continue the Request</u>: If the Council needs more information about the project, or if the project as described herein appears to be undesirable, the contract could be continued with direction as to appropriate changes. Significant delay in approving the contract would jeopardize 1997 construction and our cooperative effort with SBSID.

<u>SIGNIFICANT IMPACTS</u>: The contract for engineering services will cost up to $45,000 while the anticipated construction contract (which will come before Council about May 1) will cost about $300,000. This will leave our budget on track to do the next item on the Old Town list, which is reconstruction of Woodside from 8th Street up to King Road, in 1998. The money typically comes from impact fees on new construction and from the Main Street Redevelopment Agency.

<u>RECOMMENDATION</u>:

Approve the contract in an amount not to exceed $45,000 for design, engineering, surveying, project management and construction inspection services on the 1997 Ontario Avenue Reconstruction and Main Street Storm Drain project with Eckhoff, Watson, and Preator Engineering.

January 30, 1997

Mr. Eric W. DeHaan, P.E.
City Engineer
Park City Municipal Corporation
445 Marsac Avenue
Park City, Utah 84060

Re: Ontario Avenue Improvements - Design and Construction Phase Professional Engineering Services

Dear Mr. DeHaan:

Pursuant to our conversation, EWP is pleased to submit a contract for *Professional Engineering Services* for the ***Ontario Avenue Improvements - Design and Construction Phase*** project. Attached to the agreement please find a *Scope of Engineering Services (Exhibit "A")* and a *Compensation Schedule/Task Cost Report (Exhibit "B")*. We have utilized the PCMC's standard *Service Provider/Professional Engineering Services Agreement* for the contract. If this document is acceptable, please return the document for execution by our office.

The estimated compensation for the Ontario Avenue Improvements - Design and Construction Phase scope of services is $36,701.00. In accordance with the agreement, engineering services for the project are to be billed at an hourly rate for services provided. A breakdown of the anticipated services is provided in the attached *Task Cost Report*.

The scope of services for this phase of the project includes design, bidding assistance and construction engineering/contract administration. Please note that services related to the sanitary sewer construction are contracted under separate agreement with the SBSID. Subconsultant services for field quality control, specifically compaction and materials testing for trenching and paving operations, is not included in the attached scope of engineering services and estimate of costs. It is anticipated that these services will be provided by Consolidated Engineering Laboratories under separate contract with PCMC.

The personnel hours estimated in the *Task Cost Report* encompass the anticipated construction period and consider that the same personnel will be utilized on the SBSID's Park City Relief Sewer project and the sanitary sewer portion of the Ontario Avenue Improvements project.

We trust that this scope of services addresses the needs and cost constraints anticipated by your office. Please contact me if you have any questions.

Respectfully,

ECKHOFF, WATSON AND PREATOR ENGINEERING

Roger W. McClain
Project Manager

enclosures: *Scope of Engineering Services*
Task Cost Report/Estimate of Services
Anticipated Project Schedule

PCMC\ONTARIO\CONTRACT.ONT

ANTICIPATED PROJECT SCHEDULE
ONTARIO AVENUE IMPROVEMENTS - DESIGN AND CONSTRUCTION PHASE
ENGINEERING SERVICES

ANTICIPATED SCHEDULE	
ACTIVITY	**DATE**
Design Period	January 1 - March 1, 1997
Bidding Period	April 1 - May 1, 1997
Construction Period	May 15 - August 15, 1997
Project Closeout Period	August 15 - September 1, 1997

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this _______ day of _________________ 19, _____, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, hereinafter referred to as the "City" and ECKHOFF, WATSON AND PREATOR ENGINEERING, INC., hereinafter referred to as the "Service Provider".

WITNESSETH:

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

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

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

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

1. **SCOPE OF SERVICES**: See attached Exhibit A.

2. **TERM**: The Service Provider shall commit the manpower to be complete by

3. **COMPENSATION AND METHOD OF PAYMENT** :

A. Payments for services provided hereunder shall be made monthly following the performance of such services in accordance with the schedule attached hereto as **Exhibit B.**

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the rate schedule attached hereto as **"Exhibit B".**

D. The Service Provider shall submit to the city Manager of his designee on forms approved by the City Engineer, an invoice for services rendered during the pay period. The city shall make payment to the Service Provider with thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. **REPORTS AND INSPECTIONS**:

A. The Service Provider, at such times and in such form as the City may require, shall furnish the City such statements, records, reports, data, and information required by Exhibit "A" as the City may request pertaining to matters covered by this Agreement.

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

5. **INDEPENDENT CONTRACTOR RELATIONSHIP**:

A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. no agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for nay purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the service herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the city and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. **SERVICE PROVIDER EMPLOYEE/AGENTS**: The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individual(s) on other non-City related projects.

7. **HOLD HARMLESS INDEMNIFICATION**: The Service Provider shall indemnify and hold the city and its agents, employees, and officers harmless from and shall process and defend at its own expense any and all claims, demands, suites, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising our of any negligent act, error or omission in Service Provider's performance of any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the city, its agents, employees, and officers, this obligation to indemnify and defend shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold

harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. Service Provider expressly agrees that with respect to any claim, demand, suit or action brought by an employee of Service Provider against a party indemnified hereunder, that the indemnification provided herein constitutes Service Provider's waiver of immunity under Utah Code Section 35-1-60 for the purpose of this indemnification obligation. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

No liability shall attach to the city be reason of entering into this Agreement except as expressly provided herein.

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

The Service Provider shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

The City shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the city as an additional insured shall be attached to the Certificate of Insurance. The Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

9. **TREATMENT OF ASSETS**: Title to all property furnished by the City shall remain in the name of the city and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement upon completion of the work and payment in full of all monies due to the Service Provider. The city acknowledges the service Provider's work product and other documents submitted by the Service Provider to the city as instruments of service.

10. **COMPLIANCE WITH LAWS**:

A. The Service provider, in the performance o this Agreement, shall exercise reasonable care to comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement.

B. The Service Provider specifically agrees to pay any applicable fees r charges which my be due on account of this Agreement.

11. **NONDISCRIMINATION**:

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates f pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Service Provider will not discriminate against any recipient of any services of benefits provided for in the Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately receding paragraphs herein.

21. **ASSIGNMENTS/SUBCONTRACTING**:

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper budding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. **CHANGES**: Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to the Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. **MAINTENANCE AND INSPECTION OF RECORDS**:

A. The Service Provider shall maintain books, records and documents, which sufficiently and property reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject to all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that they City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. **POLITICAL ACTIVITY PROHIBITED**: None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used to further the election or defeat of any candidate for public office in Park City.

16. **PROHIBITED INTEREST**: No member, officer, or employee of the city shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. **MODIFICATION TO TASKS AND MISCELLANEOUS PROVISIONS**:

A. All work provided by the Service Provider is based on current government ordinances and fees in effect as of date. Any changes which affect the scope or cost of the services proposed will be billed as an "extra" pursuant to Paragraph 3(C), as will fees for re-staking or re-design resulting from circumstances beyond the control of the Service Provider.

B. The City shall supply all necessary documents and /or data. If the City refuses to provide such necessary material, the Service Provider may obtain the information itself and bill it as an "extra".

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for surveying or other purposes in performing the services herein.

D. The City shall protect stakes and markers set. Replacement of stakes and markers disturbed or removed will be billed as an "extra".

18. **TERMINATION**:

A. The City may terminate this Agreement, in whole or in part, at any time, by at least five (5) days written notice to the Service Provider. The Service Provider shall e paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within seven (7) days written notice thereof, the City may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

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

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

21. **JURISDICTION AND VENUE**:

A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in an of the courts of competent jurisdiction in Summit County, Utah.

22. **SEVERABILITY**:

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

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

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

PARK CITY MUNICIPAL CORPORATION

TOBY ROSS, CITY MANAGER

MAILING ADDRESS: TOBY ROSS
PARK CITY MUNICIPA CORPORATION
PO BOX 1480
PARK CITY, UTAH 84060

Approved as to form

JODI HOFFMAN, CITY ATTORNEY

ECKHOFF WATSON AND PREATOR ENGINEERING, INC.

DAVID ECKHOFF, PRESIDENT

MAILING ADDRESS: DAVID ECKHOFF
ECKHOFF, WATSON AND PREATOR
ENGINEERING, INC.
3995 SOUTH 700 EAST, SUITE 700
SALT LAKE CITY, UTAH 84107

EXHIBIT "A" TO THE AGREEMENT
SCOPE OF ENGINEERING SERVICES
for
PARK CITY MUNICIPAL CORPORATION
ONTARIO AVENUE IMPROVEMENTS - DESIGN AND CONSTRUCTION PHASES

PROJECT DESCRIPTION:

Proposed PCMC improvements within Ontario Avenue generally consist of the upgrade of existing water main (4-inch to 8-inch diameter pipe) and new copper water services to all existing meters, the replacement of fire hydrants, replacement of the existing PRV, the installation of roll gutter along the uphill side of the road and the replacement of the pavement section. The proposed PCMC utility improvements are located from approximately House #438 to House #226 Ontario Avenue and the proposed road improvements are located from approximately House #550 to House #220 Ontario Avenue.

The PCMC improvements are to be included with the proposed sanitary sewer improvements in Ontario Avenue, currently under design for the Snyderville Basin Sewer Improvement District. The work will be publically bid by the PCMC with construction scheduled for 1997 construction.

The following Tasks describe the services to be provided:

TASK 1 - DESIGN & DOCUMENTS

- Prepare final construction drawings, including a field reconnaissance and the collection of existing record information for water service sizing. The drawings will be incorporated into the SBSID design drawings for the Ontario Avenue Sewer Improvements. Geotechnical testing and reports are not a part of this Scope of Services.

- Prepare bidding and contract documents, including separate bidding schedules for PCMC, SBSID and jointly responsible items. Prepare a quantity estimate and opinion of construction costs.

- The pavement section design will be determined by the Park City City Engineer.

TASK 2 - BID PHASE

- Provide project administration to assist the PCMC in evaluating bids and awarding and preparing contracts for construction.

TASK 3 - CONSTRUCTION PHASE

- Attend pre-construction conference. Arrange a schedule of progress meetings and other job conferences as required by the Contract. Provide contract administration. Issue all instructions to the Contractor, as requested by the City; issue necessary instructions and clarifications of the Contract Documents; have authority as City's Representative to require special inspection or testing of the Work. Verify monthly or final application for payments by the Contractor.

- Preparation of change orders and the evaluation of claims by the City or Contractor relating to the work is included in the Scope of Work but is not included in the estimate of costs. Costs for preparing, evaluating and negotiating change orders will be addressed on a case by case basis, with approval to be issued by the Contract Manager prior to the performance of the work.

- Provide construction staking for the project. Staking will be provided on a one time basis.
- Coordinate final layout of the proposed gutter with existing site conditions. Make horizontal and vertical modifications to the gutter design as necessary.
- Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. Conduct, in company of the City, a final inspection and prepare a final list of items to be completed or corrected. Verify that items on the final list have been completed or corrected, and make recommendations to the City concerning acceptance and final payment to the Contractor.
- Prepare mylar "record drawings". Provide one 24"x 36" set and one half-sized set to PCMC.

PCMC\ONTARIO\SCOPE.LT1

EXHIBIT "B" TO THE AGREEMENT

TASK COST REPORT

PARK CITY MUNICIPAL CORPORATION
ONTARIO AVENUE IMPROVEMENTS
Date: 1/26/97
Project No.: EP273297
PREPARE CONSTRUCTION DRAWINGS, PROVIDE CONTRACT ADMINISTRATION, AND CONSTRUCTION OBSERVATION FOR WATER LINE REPLACEMENT AND ROADWAY IMPROVEMENTS ALONG ONTARIO AVENUE

1 Sr. Proj Engineer
2 Project Engineer (Roger McClain)
3 Sr. Engineer (Mike Newberry)
4 Eng/Assoc. Eng/Sr. Designer
5 Designer/Sr. Drafter (Susan Pritchett)
6 Drafter/Jr. Drafter
7 Sr. Surveyor (Charles Karat)
8 Survey Crew (2 men)
9 Secretary
10 Sr. Inspector (Larry Van Tassell)

TASK	PERSONNEL - Hour														
	1	2	3	4	5	6	7	8	9	10	Direct Costs	TOTAL HOURS	LABOR COSTS	OTHER COSTS	TOTAL COSTS
1 DESIGN & DOCUMENTS	2	40	32		68					16	150	158	8,667	165	8,832
2 BID PHASE		8	8						2		200	18	1,122	220	1,342
3 CONSTRUCTION PHASE															
CONSTRUCTION SURVEY			16				6	24			175	46	3,174	193	3,367
CONSTRUCTION ADMIN/OBSERVATION		32	88							240	600	360	19,928	660	20,588
PROJECT CLOSEOUT & RECORD DRAWINGS		4	8		16		1	8		8	25	45	2,545	28	2,572
TOTALS	2	84	152	0	84	0	7	32	2	264	1,150	627	35,436	1,265	36,701

75

EXHIBIT "B" TO THE AGREEMENT

TASK COST REPORT

Project Name:	**ONTARIO AVENUE IMPROVEMENTS**
Date:	1/26/97
Description:	PREPARE CONSTRUCTION DRAWINGS, PROVIDE CONTRACT ADMINISTRATION, AND CONSTRUCTION OBSERVATION FOR WATER LINE REPLACEMENT AND ROADWAY IMPROVEMENTS ALONG ONTARIO AVENUE
Filename:	C:\PCMC\ONTTCR.XLS
Project No.:	EP273297
Owner:	**PARK CITY MUNICIPAL CORPORATION**
Project Manager:	R.W. MCCLAIN

COSTS

Direct Labor Multiplier: 2.90

Expense Multiplier: 1.10

Estimated Personnel Rates

	Category	Est. Base Rate/Hr.	Charge @ Multiplier
1	Sr. Proj Engineer	29.31	85.00
2	Project Engineer (Roger McClain)	26.61	77.16
3	Sr. Engineer (Mike Newberry)	18.30	53.07
4	Eng/Assoc. Eng/Sr. Designer	16.50	47.85
5	Designer/Sr. Drafter (Susan Pritchett)	14.50	42.05
6	Drafter/Jr. Drafter	11.00	31.90
7	Sr. Surveyor (Charles Karat)	21.63	62.73
8	Survey Crew (2 men)	28.00	81.20
9	Secretary	13.86	40.19
10	Sr. Inspector (Larry Van Tassell)	18.38	53.29

PARK CITY
1884

Staff Report

DATE: February 24, 1997
DEPARTMENT: Legal
AUTHOR: Mark Harrington
TITLE: **Sandridge Heights Sketch Plat Appeal**
TYPE OF ITEM: Quasi-Adjudicative

SUMMARY RECOMMENDATIONS:

Consider, amend as necessary and then adopt the formal Findings of Fact, Conclusions of Law and Order denying the appeal enclosed as "Attachment A."

DESCRIPTION:

A. Topic:

An appeal from the Planning Commission denial of a sketch plat application.

B. Background:

The Council received the Petitioners' brief and staff's response brief on January 21, 1997. The Council conducted a hearing on this matter on February 6, 1997. At the conclusion of the hearing, the Council voted 4-1 to deny the appeal and directed staff to prepare findings and conclusions of law. Accordingly, please review the proposed findings and conclusions attached hereto as "Attachment A."

C. Department Review:

This matter has been reviewed by the Community Development Department, the Legal Department and the City Manager.

D. ALTERNATIVES: If necessary, hear oral argument from the Appellants and:

1. Adopt the Findings, Conclusions of Law and Order.
This is the recommended action.

2. **Amend and Adopt the Findings, Conclusions of Law and Order**.

3. **Continue the Item**: Request additional information from the Petitioners and/or staff.

E. RECOMMENDATION:

Consider, amend as necessary and then adopt the formal Findings of Fact, Conclusions of Law and Order denying the appeal.

Attachment "A"

CITY ATTORNEY'S OFFICE
Mark D. Harrington
Asst. City Attorney
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
(801) 645-5008

BEFORE THE CITY COUNCIL OF THE PARK CITY MUNICIPAL CORPORATION

Sand Ridge Heights Subdivision	)	
v.	)	**FINDINGS, CONCLUSIONS OF LAW AND ORDER DENYING THE APPEAL OF A SKETCH PLAT DENIAL**
Park City Planning Commission	)	

This matter, having come upon appeal on February 6, 1997, with Petitioners appearing with legal counsel, Thomas Billings, Esq., and the Planning Commission and staff appearing through Patrick Putt, Planning and Zoning Administrator and Mark Harrington, Assistant City Attorney; and having reviewed the files and records herein, supplemented by the following which are incorporated herein by reference:

1. Petitioners' Petition For Plat Amendment and .83 Acre Subdivision filed December 2, 1996;

2. Staff's Response to Petition For Plat Amendment and .83 Acre Subdivision and exhibits filed January 16, 1997;

3. February 6, 1997 City Council Report (dated February 3, 1996);

4. Exhibits used by staff on February 6, 1997 including the current ownership map (Exhibit 1) and an enlarged map of the proposed sketch plat (Exhibit 2);

5. Exhibits used by Petitioner's legal counsel on February 6, 1997 including the current Park City Survey lot configuration (Exhibit 3), the private drive alternative showing approximately 15 units (Exhibit 4), and a newly proposed sketch plat alternative showing approximately 22 units (Exhibit 5);

and having taken testimony of CDD staff and Petitioner Leslie Miller and having entertained argument from the Assistant City Attorney and Petitioners' counsel on February 6, 1997 and having been fully advised in the premises, the City Council enters the following Findings of Fact, Conclusions of Law, and Order:

A. FINDINGS OF FACT

1. The only current application filed with the Community Development Department by the Petitioners is for a subdivision **sketch plat** (Exhibit 2) approval named Sand Ridge Heights Subdivision.

2. On November 20, 1996, the Planning Commission voted unanimously to deny the sketch plat application based upon the Findings of Fact and Conclusions of Law attached hereto as "Attachment A."

3. The proposed sketch plat involves the vacation of several areas of City platted rights of way. The City Council has not evaluated the merits of these street vacations as proposed in the subdivision sketch plat.

4. The proposed sketch plat includes a parcel ("RDA Parcel") owned by the Park City Redevelopment Agency. The Park City Redevelopment Agency has not officially consented to the inclusion of the RDA Parcel in the proposed subdivision sketch plat.

5. The proposed sketch plat includes parcels owned by David Richardson, or his successor(s) in interest. On January 2, 1997, the City received formal written notice that David Richardson has withdrawn his property from the sketch plat application and appeal.

6. On February 6, 1997, Leslie Miller testified that David Richardson's successor in interest informed her orally that he would rescind David Richardson's withdrawal from the sketch plat application and appeal if, and only if, Council granted the Petitioners' appeal on February 6, 1997.

7. The Petitioners claimed unreasonable delay in the processing of the sketch plat application. The claim contained no allegation that staff failed to apprise Petitioners of the projected time frame of the application or failed to give Petitioners notice of scheduled meetings.

8. Staff presented testimony that Petitioners were responsible for at least a portion of the delay in resolving the sketch plat application in their delayed submission of information requested by the Planning Commission.

B. CONCLUSIONS OF LAW

1. The substance of this appeal shall be decided without reaching the issue of whether the City Council has authority to review a sketch plat that is proposed without the consent of all property owners.

2. The Planning Commission's Findings of Fact in "Attachment A" are supported by reasonable evidence in the record.

3. The Conclusions of Law in "Attachment A" are supported by the Findings of Fact adopted by the Planning Commission. Upon remand, the City Council hereby directs the Planning Commission to review, and if favorably disposed, to amend Conclusion of Law No. 3 to read "materially injured" as required by state statute, instead of "materially harmed." This designation was harmless error since the two words are essentially synonymous. Additionally, the Planning Commission shall further review, and if favorably disposed, to clarify Conclusion of Law No. 3 as to the need for, or the meaning of phrase "loss of open space" and the term "suburban" development.

4. The Planning Commission did not act arbitrarily nor capriciously in denying the sketch plat based upon the Findings of Fact and Conclusions of Law attached as "Attachment A."

5. City Council policy direction on vacation of the rights of way in Old Town and its willingness to include the RDA Parcel within a proposal for private development would further aid the Planning Commission in determining whether a similar proposal results in a net public benefit, and hence whether sufficient "good cause"exists for the street vacation.

6. The Petitioners' sketch plat review before the Planning Commission and staff did not constitute unreasonable delay.

7. It is inappropriate for the City Council to consider new submissions such as the newly proposed sketch plat (Exhibit 5) on appeal.

8. It is inappropriate for the City Council to grant preliminary plat approval on an appeal of the Planning Commission's denial of a sketch plat.

ORDER

The Petition For Plat Amendment and .83 Acre Subdivision is hereby denied. The Sand Ridge Heights sketch plat application is hereby remanded to the Planning Commission to be scheduled for further process within two months after the City Council evaluates the issues associated with vacation of rights of way in Old Town generally. Petitioners have thirty (30) days from this date to file with the City Recorder an appeal of this decision to the Takings Appeal Board.

Dated this ___ day of February, 1997

City Council of Park City

____

Bradley A. Olch, Mayor

Attest:

____

Jan Scott, City Recorder

Approved as to Form:

____

Mark D. Harrington, Asst. City Attorney

Approved as to Form:

____

Thomas T. Billings, Attorney for Petitioners

CERTIFICATE OF SERVICE

I hereby certify that I personally mailed a true and correct copy of the Findings, Conclusions of Law and Order, on the ___ day of February, 1997, to the following:

Thomas T. Billings
Bradley R. Cahoon
VAN COTT, BAGLEY, CORNWALL & McCARTHY
2200 Park Avenue, Bldg. C Suite 200-A
Park City, Utah

____

Exhibits 1-5 are being copied and will be presented at the meeting.

PARK CITY

Department of Community Development
Engineering • Building Inspection • Planning

November 21, 1996

Attachment "A"

Steve Deckert
Alliance Engineering
P O Box 2664
Park City, UT 84060

Via Facsimile

Dear Steve:

At the November 20, 1996 Planning Commission Meeting, the Commission denied the subdivision sketch plat application for Sand Ridge Heights. Based upon the staff reports, public testimony and written comment, the Commission's personal knowledge of the site and/or site visits, and the applicants' submittal and testimony, the Planning Commission adopted the following findings of fact and conclusions of law as the basis of its decision:

Findings of Fact:

1. The existing platted lots and rights-of-way are located on environmentally sensitive hillsides and steep terrain.

2. The existing development patterns of the neighborhoods surrounding the applicant's property is characterized by dispersed residential units on narrow streets with difficult winter and spring time access. Build out within the existing neighborhood has been incremental, but increasing over time as land values have risen.

3. The Community Development Department's analysis of the potential build out of the applicant's property as currently platted concludes that approximately 13-21 units could be developed on the property. Because of the complex circumstances affecting build out in this location, it is impossible to establish the exact potential for build out. The actual build-out of the applicant's currently plated lots would be a function of their development of suitable access and infrastructure, discretionary approvals of plat amendments and a subdivision of the United Park City Mining Corporation parcel. Based upon development patterns of the neighborhood, development under the proposed plat amendment would likely occur at a greater density and more rapidly than the currently platted lots.

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Community Development (801) 645-5020 • Engineering 645-5020 • Building 645-5040
Planning 645-5021 • FAX (801) 645-5078

4. The size of a structure on a standard 25' x 75' Old Town lot is 2087 square feet total. *(1687 square feet of living area and 400 square feet for a garage allowance).* The potential size of the structures on proposed Lots 13, 14, and 15, range in area from 3656 square feet to 6510 square feet *(4710 square foot average)*.

5. The Park City Chief Building Official has recently conducted a review of snow release requirements based on roof designs encouraged by the Historic District Design Guidelines. The findings of the review concludes that, given an average 9:12 pitch roof, a minimum of a 14.5-15 foot building separation is necessary in Old Town to prevent snow from sliding off of roofs and landing on adjacent properties. The applicant's proposed plan indicates minimum building separations that range between 10-15 feet which meets or exceeds the Land Management Code setback requirements; however, it may not solve the practical problems of snow release.

6. The Park City Engineering Standards for subdivision streets require a right-of-way width of 50 feet *(including pavement, curb and gutter, shoulder and snow storage)* and a pavement section of 25 feet. The applicant proposes a 30 foot wide right-of-way and a 25 foot wide street. The City Engineer would support a 40-foot right-of-way if the utility location, parking, drainage and snow storage concerns can be resolved.

7. The proposed Ontario Avenue, with a 25 foot wide pavement section would abruptly connect with existing lower Ontario Avenue which is presently constructed with a 12-14 foot pavement section.

8. The proposed density will increase traffic through existing neighborhoods developed along substandard streets. The applicants plan does not propose any off-site mitigation measures to address the adverse traffic impacts.

9. The proposed plan includes lots which would front Marsac Avenue. Under the existing minimum HR-1 District setbacks, structures would be permitted as close as 10 feet to Marsac Avenue right-of-way.

10. The intersection of the realigned Ontario Avenue/Marsac Avenue and Hillside Avenue remains substandard due to existing Sandridge and Prospect Streets which intersect at nearly the same point.

11. The project would result in the appearance of a new suburban development, incompatible with the Historic District, with a density likely in excess of that which could be achieved under the current plat.

12. The "Thrill Hill" section of existing Ontario Avenue, due to its narrow width and steepness, acts to slow traffic through the existing subdivision.

13. The RDA property and vacant City rights-of-way should not be developed without significant compensation or mitigation. The mitigation proposed by the applicant is new paved right-of-way along a newly aligned Ontario Avenue. Benefits of the subdivision with a newly aligned Ontario Avenue include more coordinated development, utility installation, and fire and emergency service for the property.

14. Several neighborhood residents testified that the realignment of the right-of-way is not a benefit because it will result in increased traffic and speed, and only benefits the applicants' property.

15. The proposal beneficially resolves the ownership issue of the Pechnik residence.

16. The City Council has both granted and denied right-of-way vacation requests in the neighborhood. At least two requests have been granted.

<u>Conclusions of Law:</u>

1. The proposed application does not comply with the Park City Engineering Standards.

2. There does not appear to be good cause for the amendment in that the benefit to the proposal does not outweigh the negative impacts of the project.

3. The public and residents within the Rossi Hill neighborhood will be materially harmed by the loss of open space, adverse traffic impacts, imposition of a suburban development within the Historic District, and growth inducing impacts from the plat amendment.

The action by the Planning Commission may be appealed to the City Council. Pursuant to *The Land Management Code, Section 1.16: <u>Appeals, Reviews and Call Up Process</u>*, appeals of a Commission action shall be by letter or petition. The letter or petition must contain the name, address, and telephone number of appellant or petitioner, his or her relationship to the project or subject property, and the reasons for requesting Council's review, including specific provisions of City codes that are violated by the action taken. An appeal must be filed with Jan Scott, the Assistant City Recorder within ten (10) calendar days of the Commission's action. Upon receipt of an appeal, the City Council will set a date for the appeal, which will be no more than thirty (30) calendar days from the date the notice of the appeal is filed with the City Recorder.

Mark Harrington, Assistant City Attorney, would like to offer to meet with you or any of the applicants and their legal counsel either prior to filing the appeal, or shortly thereafter to review the process of the appeal and determine if there are any dates that any of the applicants would be unable to attend, given that the Holiday Season will soon be upon us. Mr. Harrington may be reached at 645-5011.

Sincerely,

Patrick J. Putt
Planning and Zoning Administrator

PJP/rr

cc: Applicants

PARK CITY
1884

Staff Report

DATE: February 24, 1997
DEPARTMENT: Legal
AUTHOR: Mark Harrington, Asst. City Attorney
TITLE: **Lease Renewal- Utah Valley State College**
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS:

Authorize the Mayor to execute a Lease renewal, in a form approved by the City Attorney's Office, with Utah Valley State College ("UVSC") for space in the Park City Library and Education Center for two years.

DESCRIPTION:

A. Topic:

The Lease renewal with UVSC.

B. Background and Analysis::

Please refer to your January 23, 1997 packet for background information.

Pursuant to Council's direction at the February 13th meeting, the Legal department has amended the lease to reflect a two-year term, no renewal clause and language regarding quiet possession during the film festival. UVSC will accept the lease as modified.

C. Department Review:

This Staff Report has been reviewed by the Leisure Services Department, the Assistant City Attorney and the Finance Manager.

ALTERNATIVES:

A. Authorize the Mayor to execute a Lease renewal, in a form approved by the City Attorney's Office, with Utah Valley State College ("UVSC") for space in the Park City Library and Education Center for two years.

B. Ask for more information and continue discussion to another meeting date.

C. Specify different lease terms.

SIGNIFICANT IMPACTS:

The space is prime office/classroom space which could be readily used for numerous municipal purposes, or easily rented to another party. Please contact Melissa Call (X5185) if you would like to arrange a tour of the leased space. Prior to knowing of the 2002 Winter Olympics, the City entered into a long term lease for Library space with the University of Utah so there is limited opportunity to retain flexibility with the remaining office and classroom space in the building.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The City must give UVSC sufficient time to determine whether they need to relocate by June 30, 1997 when the current lease expires. UVSC is also setting their budget so they need direction from the Council as soon as possible so that they can take the necessary budget steps to secure funding for the amount of the proposed Lease.

RECOMMENDATION:

Authorize the Mayor to execute a Lease renewal, in a form approved by the City Attorney's Office, with Utah Valley State College ("UVSC") for space in the Park City Library and Education Center for two years.

UTAH VALLEY COMMUNITY COLLEGE
PARK CITY MUNICIPAL CORPORATION

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as "Landlord") and UTAH VALLEY COMMUNITY COLLEGE (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Park City will lease space in the Park City Library and Education Center (hereinafter referred to as "Library"). The parties agree as follows:

1. <u>Property</u>. The property leased is in several areas within the Library at 1255 Park Avenue, Park City, Utah as described in Exhibit A (attached and hereafter referred to as Premises). The Premises contain <u>3925.0</u> square feet leased exclusively to the Tenant. The Library contains additional space that the Tenant intends to share with the University of Utah under provisions of a separate agreement.

2. <u>Term</u>. The Lease Term shall be two ~~four~~ years commencing on July 1, 1997 and ending June 30, 1999~~2001~~, unless Tenant gives the Landlord ninety days written notice of termination of the Lease. ~~This Lease shall automatically renew at a rental rate to be negotiated by the parties for one five year term unless: a) Landlord notifies Tenant in writing not less than one year prior to the expiration of the Lease Term of its intention not to renew for the fiscal year of 2001, or any portion thereof; or b) Tenant gives the Landlord ninety days written notice of its intent not to renew. If Landlord does not renew the Lease for the fiscal year of 2001, or any portion thereof, Landlord will offer to renew the Lease after Landlord's use of the space at a rental rate to be negotiated by the parties for one five year term, unless notice is given pursuant to Paragraph 3 below. Tenant must give Landlord written notice that it is exercising its option to renew by December 31, 2001, or the renewal option shall expire.~~

3. <u>Surplus Property and Right of First Refusal</u>. The Premises are currently surplus to municipal needs, but may be required for municipal or other purposes by Landlord at the conclusion of the initial Lease Term. No right of first refusal or option to renew is given with this Lease. ~~Landlord may give the Tenant written notice by July 1, 2000 that the Lease will not be renewed. If Landlord shall at any time determine to Lease the Premises to anyone other than Tenant, Landlord shall obtain a bona fide, executed, written offer from a responsible and fully disclosed lessee and shall submit an exact copy of such offer to Tenant which shall, for a period of 30 (thirty) days from the date of delivery of such offer, have the right, exercisable by written notice to Landlord, to Lease the premises for the price and on the terms and conditions contained in such offer. If Tenant does not exercise its right of first refusal, Landlord may complete the lease of the Premises, provided that, if the Lease to such lessee is not completed within sixty (60) days after delivery of such offer to Tenant, Tenant shall again have the right of first refusal herein provided. This right of first refusal shall survive for one year after the termination or expiration of this Lease. Tenant shall have no right of first refusal if it terminates the Lease, or defaults under the terms herein.~~

4. <u>Rent</u>. The rent for the space shall be as follows:

any other tenant within the building. Landlord's consent to assignment or sublease will not be unreasonably withheld.

14. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or fails to pay additional rent as billed for, or violates or reaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or in equity:

(a) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments and additional rent due within ten (10) days, or quit the premises within fifteen (15) days;

(b) Landlord may permit the Tenant to remain in possession and sue for the installments and additional rent that are past due;

(c) Landlord may re-let the Premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;

(d) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the premises, and any re-letting by Landlord is on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

15. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns or controls the premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease. However, Tenant hereby acknowledges that the Landlord uses the Library for several special events, including the Sundance Film Festival and the Arts Council's Film Series. These special events necessitate use of most or all the parking area and common area within the Library and no claim of breach of the covenant of quiet possession shall arise from the use thereof.

16. Maintenance. The Landlord shall be responsible for all structural maintenance of the premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the library as described in Exhibit C. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures, heating and lighting, janitorial service, and glass maintenance (both cleaning and replacement in the event of damage) which is within the leased premises or solely serves the leased premises. Landlord shall be responsible for mechanical systems which serve portions of the building other than, or in addition to Tenant's space as reasonably necessary to