PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 11, 2007

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, January 11, 2007.

Closed Session – City Council Chambers
3:30 p.m. Property

Work Session – City Council Chambers
4:00 p.m. Citizen satisfaction survey prize drawing
4:10 p.m. Council questions/comments
Review of regular meeting:
4:20 p.m. Historical Society application for museum expansion and remodel
4:45 p.m. Statutory appointments
5:00 p.m. UPCM/PCMR Annexation Agreement
Other meeting questions/comments
5:50 p.m. Break

Regular Meeting – City Council Chambers
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF DECEMBER 7, 14 AND 21, 2006

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving the Red Stag Condominium plat located at 2550 Deer Valley Drive Ease **(motion to continue to January 25, 2007)**

2. Ordinance approving the 239 Woodside Replat, an amendment to Lots 9, 10 and 100 of Block 31 of the Park City Survey, Park City, Utah

3. Ordinance approving the Mellow Mountain Estates Subdivision located at 940 Mellow Mountain Road, Park City, Utah

4. Ordinance approving a record of survey plat for the Second Amended the Cove at Eagle Mountain Phase II, located in the Wilburn West Annexation Parcel, Park City, Utah

5. Ordinance approving the subdivision plat for the Intermountain Healthcare Park City Medical Campus USSA Headquarters and training facility located at the northwest corner of US40/SR248 Interchange near Quinns Junction, Park City, Utah

VI CONSENT AGENDA

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4. Ordinance approving the subdivision plat for the Intermountain Healthcare Park City Medical Campus USSA Headquarters and training facility located at the northwest corner of US40/SR248 Interchange near Quinns Junction, Park City, Utah

5. Resolution establishing a regular meeting date, time, and location for meetings of the City Council of Park City, Utah for 2007

6. Authorization to the Historical Society to proceed with applications for the museum expansion and remodel

7. Authorization to staff to execute an addendum to the service provider contract with FFKR Architects, in a form approved by the City Attorney, for the Shell Space Project adding $122,979 to the existing contract amount

8. Authorization to staff to execute a Fiscal Assistance Agreement, in a form approved by the City Attorney, with the Utah Division of Parks and Recreation, in order to receive a matching grant, obtain clearances, and construct the Quinn's Junction Multi-Use Loop Trails

VII RESIGNATIONS AND APPOINTMENTS

1. Appointment of Mayor Pro Tem and Alternate Mayor Pro Tem

2. Appointments of two members and an alternate to the Employee Transfer and Discharge Appeals Board

3. Appointments to the Citizen Open Space Advisory Committee III:

Board/Agency members	Citizens at large members
Jim Barth, Planning Commission	Jolie McTavish
Julia Petit Planning Commission Alternate	Tod Frohnen
Carol Potter, Recreation Advisory Board	John Huebner
Jen Franklin, Recreation Advisory Board Alternate	Suzanne Sheridan
Cheryl Fox, Summit Land Conservancy	Brooke Hontz
Tina Quayle, Summit Land Conservancy Alternate	John Ziegler
Jan Willking, BOSAC	Hans Fuegi
Shirin Spangenberg, Park City Chamber/Bureau	Brad Olch
Kari Del Hays, Park City Board of Realtors	Gabrielle Caruso
Greg Balch, Mountain Trails Foundation	Kyle Witt

VIII OLD BUSINESS

Ordinance approving the United Park City Mines/Park City Mountain Resort Annexation Agreement and amending the Official Zoning Map

(a) Continuation of public hearing

(b) Action

IX ADDITIONAL DISCUSSION – AGENDA ITEMS

X ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

Posted: 01/08/07
See: www.parkcity.org

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JANUARY 11, 2007

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JUNE 15, 2006

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2007 meetings and appointing officers of the Board of Directors of the Park City Municipal Building Authority

V ADJOURNMENT

Posted: 01/08/07
See: www.parkcity.org

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JANUARY 12, 2007

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JUNE 15, 2006

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2007 meetings and appointing officers of the Board of Directors of the Park City Redevelopment Agency

V ADJOURNMENT

Posted: 01/08/07
See: www.parkcity.org

PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
JANUARY 12, 2007

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JANUARY 12, 2006

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2007 meetings and appointing officers of the Board of Directors of the Park City Water Service District

V ADJOURNMENT

Posted: 01/08/07
See: www.parkcity.org

PARK CITY COUNCIL
SUMMIT COUNTY, UTAH
JANUARY 16 - 18, 2007

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, January 18, 2007. The City Council will be conducting its annual visioning workshop at the Utah Olympic Park, 3000 Bear Hollow Drive, on January 16 and 17, 2007. Historic Preservation Board and Planning Commission members will be participating in the Council's visioning session on January 16, 2007. No formal business will be conducted.

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 7, 2006

Present: **Mayor Dana Williams; Council members, Marianne Cone; Candace Erickson; Roger Harlan; Jim Hier; and Joe Kernan**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Lloyd Evans, Police Chief; Phil Kirk, Police Lieutenant; Brian Andersen, Parking Manager; Jonathan Weidenhamer, Planner

1. Council questions/comments. Marianne Cone commented on the walk-ability open houses held throughout town during the week which were well-attended. As liaison to the School Board, Roger Harlan indicated that he invited Board of Education members to meet with Council on SR248 traffic issues. He reported on the transportation summit hosted by the Chamber and was pleased to see the private sector involved and willing to participate in solutions. Jim Hier agreed and believed that the number of interested people in attendance was encouraging. Candace Erickson added that the facilitators kept the session focused on the community which was well represented. She suggested preparing a holiday calendar to keep track of all of the parties hosted by departments and boards. Marianne Cone discussed the Utah Ride-Share Program which is a free carpooling service to the public and she pointed out incentives, like underground parking, Deer Valley Resort offers its employees. Mayor Williams reported that the Jump-In session for high school students was held this week in the Council Chambers. He discussed pending federal legislation affecting the protection of Gambel Oak Park as permanent open space owned by the City. The Governor's blue ribbon panel on climate and the coalition of mayors in Summit County met this week.

2. Prospector – no left turn signs. Chief Lloyd Evans commented that on November 16, Council directed staff to return with more information on the reinstallation of no left turn signs on Kearns Boulevard from 7 a.m. to 9 a.m. On November 27, a petition from the Prospector Park neighborhood was received listing seven requests. Joe Kernan asked the rationale for removing the signs. Lt. Phil Kirk indicated that he was not a member of the traffic calming committee at the time, but understood the signs were removed because they could not be adequately and effectively enforced with current police resources and enforcement was inconsistent. Chief Evans also pointed out resulting increased back-up traffic on SR248 with the loss of alternative routes.

Ms. Erickson felt that the signs, whether or not enforced, would still be effective in deterring left turns. Chief Evans agreed but emphasized the expectation of residents that the signs will be consistently enforced. Ms. Erickson pointed out that the police presence in the area during those times is expected by the pubic. She suggested that police officers be randomly assigned to enforcement and Chief Evans responded that enforcement of the no left turns was alternated on different days. City Manager Tom

Bakaly suggested that the signs be reinstalled and enforced to the best possible degree, and return to Council with options for the future. This is really a policy decision. Mr. Kernan felt that the traffic calming committee may be limited to recommendations that aren't the best solutions, because of financial impacts or budget constraints. Candace Erickson clarified that the traffic calming committee routinely recommends different options, including those that require budget adjustments. Marianne Cone felt that reinstalling the signs is a good idea and discussion ensued about the effectiveness of random enforcement.

Roger Harlan pointed out that it would only be in effect on school days and felt it will contribute to a safer environment for children. Jim Hier sympathized with the concerns of the neighborhood and suggested installing sturdy portable signs in the center lane and cones in the side streets so that left turns are impeded. Eric DeHaan explained that staff will be meeting with UDOT next week. Installation of signs must be approved by UDOT who generally discourages placement signs in the middle of the state highway. Joe Kernan asked if the costs of diverters will be available during the budget review. Eric DeHaan explained that the traffic calming policy provides for a staff level evaluation of less significant traffic calming measures. This type of capital improvement would need to be coordinated with UDOT; he pointed out that installing a diverter blocking Wyatt Earp or Buffalo Bill *lengthens* the cul-de-sacs. The City Manager stated that diverters can be included in budget discussions and the Mayor asked that members stay on topic.

Marianne Cone indicated that she does not support a portable sign and the associated risks of having an employee working in the middle of the road. Chief Lloyd Evans stated that placements in the road are reserved for emergencies or construction and UDOT generally prohibits obstructions which interfere with turning or forward movements on state highways. For example, UDOT even has restrictive standards for placing cones. Chief Evans continued that the City discerned that about 75% of the traffic turning left into the neighborhood is going to a Prospector destination and not cutting through. Brian Andersen explained that staff recently conducted counts on representative days before and after school started. Counters were placed at Wyatt Earp, Comstock and Prospector Avenue and statistics revealed that only about 25% represented through traffic. The Police Chief continued that this result is consistent with feedback from motorists being questioned by police when stopped and contributed to the decision to remove the signs. The Mayor invited the public to comment.

Steve Burton, resident, urged Council to reinstall the signs supplemented with additional efforts which may not require coordination with UDOT. He suggested that the police officer assigned to the schools put up collapsible signs with cones on Buffalo Bill and Wyatt Earp on the City's right-of-way not the highway. This is an easy solution and would handle 90% of the traffic coming into the neighborhood.

Greta Andreni, Monarch Drive resident, explained that her main concern is the potential for Comstock to become even busier because it will have to handle all of the diverted vehicles unable to turn left.

Joe Meslowski, Wyatt Earp Way, thanked Council for its prompt attention to the reinstallation of no left turn signs. He urged Council to consider limiting the parking along Sidewinder during the winter to facilitate better snow plowing and he asked when those issues will be considered. He referred to Mr. Andersen's traffic counts, and noted that before school started, there was more traffic using Comstock than Wyatt Earp because it is a wider road with painted lanes for children. It's a controlled intersection manned with a police car and crossing guard alerting drivers and pedestrians to take caution, and none of this exists anywhere in the other areas in Prospector. He spoke about a *reverse commute* through the neighborhood to avoid logjams on SR248 in the afternoon and acknowledged that this could be studied in phase two. He questioned the accuracy of the 75% number and pointed out that in any event, curtailing the identified 25% of the traffic cutting through the neighborhood would be significant. Mr. Meslowski stated that squad cars should be placed in front of the high school and elementary school. There should be measures taken now until the broader study is completed and an intelligent permanent solution is found.

Kyle Jensen, Comstock resident, stated that he supports the no left turn signs provided the traffic is not diverted to Comstock. Non-residents need to be kept out of their neighborhoods to preserve quality of life. He suggested installing stop signs and speed bumps and purchasing photo-cop cameras for enforcement. Petitions and letters were sent to the Council beginning in 2001 and the City needs to protect the integrity of its neighborhoods. He encouraged utilizing stop-gap measures until the study is completed. This is a year-round problem which can be solved tomorrow by installing 15 stop signs and enforcing them. When school is in session Wyatt Earp carries approximately 600 to 1,300 cars a day and Comstock 950 to 1,900 vehicles in a 24 hour period. Eric DeHaan interjected that complaints are typically prompted once more than 1,000 cars are realized. By way of comparison, Kearns carries 20,000 and SR224 36,000 a day. Mr. Jensen reiterated that we can't control the number of cars coming into town but we can control where they go with stop signs, other signage, and police enforcement.

Chris Haslock, Sidewinder Drive, stated that he is in favor of the no left turn signs and collapsible signs on side streets so it becomes aggravating to drive through neighborhood streets in Prospector.

Mayor Williams thanked the audience for its civility and commented that he is also surprised by the 75% statistic. Council members unanimously supported reinstalling the no left turn signs.

3, Review of regular meeting.

562 Main Street historic preservation easement. Jonathan Weidenhamer explained that last September, Council considered an amendment to an historic preservation easement at 562 Main Street to allow an addition to the rear of the building. At that time, Council asked that staff provide additional back-up information on the plat creating the lot, purchase of the walkway by the City, and façade easement language. Through research, staff discovered that there was never an intention to restrict development at the rear of the lot.

He acknowledged confusion over the original appraisal submitted by the property owner to the City. The appraisal totaled $600,000 of which $140,000 was identified as foregone development on the parcel purchased by the City for the walkway. Mr. Weidenhamer emphasized that this appraisal was rejected by both the City and the FTA. The ultimate purchase price was $500,000 for the vacant lot. Joe Kernan felt that this information supports that expansion of the historic structure is allowable. Jonathan Weidenhamer expressed that a preliminarily review reveals that the project complies with Historic District Guidelines, criteria development in Swede Alley, and HCB zoning; the historic façade will not be compromised. Jim Hier acknowledged two separate parcels; one purchased by the City and the other parcel privately owned. It was in the City's best interest to reserve the ability to control the type of development on the property.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 7, 2006

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, December 7, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Myles Rademan, Public Affairs Director; Jon Weidenhamer, Economic Development Coordinator; and Patrick Putt, Planning Director.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Statement regarding provisional ballots for the November 7, 2006 special bond election – Bond counsel directed that the following statement be read into the record this week which was done accordingly by the Mayor:

"*For persons residing in the Summit County portion of the City seeking to vote in the special bond election held on November 7, 2006, 60 provisional ballots were issued of which 35 provisional ballots were valid and therefore counted.*"

2. Transportation Summit – Myles Rademan referred to this Chamber sponsored session this week which was an outgrowth of the Summit held at the end of the summer. Formulating programs for the business community was the focus of the meeting and a final list of options will be printed and distributed by the Chamber, including a ride-share program and working with UTA. He was pleased to report that employers and employees will be able to purchase seats from All Resort Express or Lewis Bros Stages on a seasonal basis.

3. Council disclosure – Joe Kernan relayed that USSA is one of his recycling customers.

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

None.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF NOVEMBER 16, 2006

Joe Kernan read a wording change to the work session notes which he shared with the City Recorder. Roger Harlan, "I move passage of the work session notes and minutes of the meeting of November 16, 2006, as corrected". Marianne Cone seconded. Motion unanimously carried.

V OLD BUSINESS

1. Reconsideration of consent of design for 562 Main Street historic preservation easement – Jonathan Weidenhamer referred to his staff report and work session discussion. With no further questions or comments, Jim Hier, "I move we authorize the staff to execute an amendment to the existing historic preservation easement for the historic building located at 562 Main Street in accordance with the staff report". Roger Harlan seconded. Motion unanimously carried.

2. Re-adoption of an Ordinance annexing approximately 157 acres of property located at the northwest corner of the State Route 248/US40 Interchange in the Quinns Junction Area known as the Intermountain Healthcare/USSA/Burbidge Annexation into the corporate limits of Park City, Utah and amending the Official Zoning Map – Patrick Putt explained that on June 29, 2006, the City Council approved an annexation ordinance and agreement for the IHC/USSA/Burbidge Annexation. The 157 acres is currently vacant property and located in unincorporated Summit County. The proposed zoning is Community Transition-MPD with a base zoning of 1:20 acres. The MPD process provides for consideration of density bonuses up to a maximum of three units. Proposed land uses include a hospital and medical campus, USSA's new headquarters and a training facility. The total density is 535,000 gross square feet equating to 2.64 units per acre. Immediately following Council's action on an annexation, a 30 day time period is triggered to record the annexation documents.

Mr. Putt explained that re-adoption is necessary because the applicants desired to resolve various technical elements after the June action, which delayed finalization of the agreement and the 30 day deadline could not be met. These negotiations primarily dealt with water, affordable housing and clearly detailing water fees. The cost of the water is $16,000 per equivalent residential unit; the total project area or the build-out of 535,000 square feet equates to a total of 60.925 ERUs and a total water cost of $1,102,800. This amount includes the water impact fee but not the user fee (not including the water costs associated with affordable housing). The payment is due within ten business days following the MPD approval by the Planning Commission. There are water improvements associated with this project which have not been formally identified, but may include the upgrade of the Fairway Hills Pump Station.

Patrick Putt emphasized that the City will not incur any infrastructure costs with this annexation. The affordable housing requirement has not changed since June, but the agreement has been revised to better clarify that this obligation is being met by the donation of five acres to the City. There is provision for a 12 month negotiation period after approval of the annexation agreement to define the details of delivering housing. The applicants will post a performance in advance of the deadline and staff included the June 29 staff report which provides more basic information. The effective date of the Ordinance is January 1, 2007.

The Mayor opened the public hearing. Hearing no comments from the audience, he closed the public hearing. Jim Hier read Finding No. 12 regarding the allocation of square footage, *"The City has also agreed that up to 50,000 square feet may be utilized for public, quasi-public and other institutional uses reasonably related to the Support Medical Office area, including without limitation, athletic national governing body offices, non-profit community wellness facilities, and/or education uses."* He stated that it was always his understanding throughout the task force process that the 50,000 square feet would only be used for the above-mentioned uses, otherwise the statement carriers no meaning. Morgan Bush, IHC, stated that the task force addressed the variety of uses allowed in the CT Zone and narrowed them to those associated with this project. IHC identified that it would need at least 100,000 square feet of medical support for the hospital and beyond that, it was understood that those uses would be determined in the MPD process. He emphasized that this finding was approved by the Board as written, however, adding a sentence to Finding No. 12 that "*these uses will be determined and approved by the City during the MPD process"* would probably be agreeable. He stated that he would like to take this back to his Board.

Jim Hier indicated that he is not comfortable with the current language and Mr. Bush reiterated that he is comfortable with stating that the uses will be determined and approved by the City during the MPD process. Mr. Hier explained that omitting the word "primary" has the potential of not providing the Planning Commission clear guidelines when negotiating the application. Mark Harrington suggested amending Finding No. 12 to read, "*The City identified a public policy preference that up to 50,000 square feet of* *the support medical commercial should primarily be utilized for public. . . . A specific allocation of such uses shall be determined and agreed to by the petitioners (or its assigns) and the City as part of the MPD approval."* Morgan Bush expressed his interest in mutually agreeing to language tonight and Jim Hier concurred.

After privately consulting with IHC's legal counsel for a few minutes, Morgan Bush spoke about the commitment of the applicants to work with the City and felt this language is consistent with that intent. He will communicate this wording change to his Board but agreed to proceed tonight. Jim Hier stated that he personally would like to read the modified annexation agreement when it is finalized. Jim Hier, "<u>I move that we adopt the attached ordinance re-approving the IHC/USSA/Burbidge Annexation as reflected in the staff documents and modified by the City Attorney</u>". Candace Erickson seconded. <u>Motion unanimously carried</u>. The Mayor congratulated the petitioners and welcomed them to the community.

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4 p.m. Members in attendance were Mayor Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; Tom Daley, Assistant City Attorney, Myles Rademan, Public Affairs Director; Jeff Schoenbacher, Environmental Specialist, Kathy Lundborg, Water Manager, Jerry Gibbs, Public Works Director; and Mark Harrington, City Attorney. Marianne Cone, "<u>I move to close the meeting to discuss property</u>". Candace Erickson seconded. <u>Motion carried unanimously</u>. The meeting opened at approximately 4:30 p.m. Jim Hier, "<u>I move to open the meeting</u>". Marianne Cone seconded. <u>Motion unanimously carried</u>.

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

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 14, 2006

Present: **Mayor Dana Williams (present for a portion of the work session); Council members, Marianne Cone; Candace Erickson; Roger Harlan; Jim Hier; and Joe Kernan**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Patrick Putt, Planning Director; Brian Andersen, Parking Manager; Max Paap, Special Events Manager; Dave Gustafson, Project Manager; and Lori Collett. Finance Manager

Dina Blaes and Bea Luftkin, Historic District inventory contractors

1. Historic District inventory. Mayor Dana Williams was excused and not in attendance for most of the work session and Joe Kernan presided as Mayor Pro Tem.

Patrick Putt introduced Dina Blaes and Bea Lufkin who entered into a contract with the City last month to develop an historic building inventory. The LMC requires that the City develop and maintain a list of historic properties. This list is used to evaluate whether a structure is historically significant, and subject to associated regulations, specifically with regard to demolitions. Over the past decade, he explained that the LMC provided for the review of certificates of demolition on a case-by-case basis. In addition to developing the inventory list, the consultants were asked to compile a report on the *State of the Historic District* with summary findings and recommendations. A healthy discussion on policy questions is also included. Mr. Putt emphasized that an adequate amount of time needs to be set aside before formal adoption, so there is adequate opportunity to review the comprehensive report and conduct a noticing process. A more detailed presentation will occur in January when the list is recommended for adoption.

Dina Blaes expressed that it was first felt that the scope of work seemed to follow the standard operating procedure for a reconnaissance level survey. After an initial assessment of existing conditions and gaining a better understanding of how the information would be used by the City, it became clear that that approach had to be modified. Normally, a reconnaissance level survey is used to make determinations based on National Register designations. Ms. Blaes noted that they looked closely to the LMC to incorporate the definition of "historically significant". This resulted in a bifurcated process. They conducted a primary evaluation of the structures, based on the LMC's determination of historical significance and a second evaluation which was more closely aligned with the Historic Register evaluation process. She pointed out associated notes in the document; (1) *historically significant and/or* (2) *eligible for* NRHP. They felt it was helpful to look at old information on file, the status of structures, and their designation in the Historic District or thematic mining district, to evaluate how things have changed. This resulted in Appendices B and C, which are the Main Street and Historic District findings, and the findings for the thematic district, respectively.

Ms. Blaes explained the goal of achieving a longer shelf life, so they increased the typical 50 year time frame to 1963, which was a meaningful year in the history of Park City. She stated that the Planning Director asked that they look at several properties more closely. In these instances, the type of survey used followed standard operating procedures for intensive level surveys established through the state and National Parks Service which appear in the report. All of the properties were digitally photographed which will be helpful to readers and useful to include in City presentations.

Dina Blaes commented candidly relayed that the standard operating procedure for mapping reconnaissance level surveys is not very useful to cities. It's very useful for the National Park Service and state Historic Preservation Office but it does not take into account integrating with GIS systems, widely used by cities now. They are working with staff to modify how mapping information is provided so that a point coverage overlay map can be provided and efficiently integrated with the City's GIS program. This is a change from typical mapping procedures. There are a number of general findings and a series of recommendations, listed in number of importance, on how to strengthen the City's historic preservation program. She referred to a couple of properties that have been added since the time Council received the packet information. These include 2780 Keanrs Boulevard, 2414 Monitor Drive and two accessory strucutes, and 175 and 205 Snows Lane. The latter address is not within the City limits, but is included because of the potential for annexation.

Patrick Putt emphasized that once the inventory list is adopted, it will serve to identify which buildings are considered historically significant and which are not. Again, up to this date the CAD process was used in lieu of the list. Upon adoption of the inventory, the demolition process would no longer be necessary unless it is reserved for an appeal process. He clarified that this list would be used by staff to inform property owners of the status of their properties and to identify the appropriate process for applications based on the properties' historic designations. He stated that the ability for staff to make an administrative decision with regard to demolition will be a topic of discussion over the next few months and it is likely that LMC amendments will follow.

Jim Hier asked about a target date for completion. Mr. Putt stated that the list is complete and he discussed notifying affected property owners and providing them with opportunities to comment or appeal the proposed designation of their properties. This will take place over the winter. Another direction is using the list as a guideline and retaining the CAD process for case-by-case review; there would still be a notification process. He added that if there are a number of property owners who desire to contest these findings, there needs to be adequate time set aside for the process. Jim Hier asked what process is preferred by staff. Patrick Putt relayed that staff is recommending that the list be adopted after notifying property owners and holding associated hearings. He continued to explain that he and Ms. Blaes recently spoke about specifying a time period to trigger the next review, maybe five years. Roger Harlan referred to the Dudler Building on Main Street and his surprise that it is not considered historically significant. He found the document very helpful and asked the consultants about their priority recommendations. Ms. Blaes pointed out that the appendix on the Main Street Historic District illustrates the *creep* of modifications to buildings which has the potential to significantly diminish historical relevance. This is her major concern. She acknowledged the pressure resort communities have in balancing economic development and preserving historic structures. Marianne Cone asked that if an owner reconstructs the roof to meet code, for instance, is the historical integrity compromised. Ms. Blaes indicated not necessarily. Mine era buildings are characteristic for the lack of architectural detail which makes surveys more challenging, and often information on the interior configuration is needed to render accurante determinations. Buildings can lose eligibility for the National Register if the inside has been gutted and no interior configurations exist. Dina Blaes continued to explain that they have been meeting with the state Historic Preservation Office on this project who administers National Register designations on a daily basis. She referred to 909 and 915 Park Avenue where the houses have been lifted, moved, and returned to a basement and foundation. The National Park Service is concerned about maintaining original grades and placing a light well in the basement, for instance, radically changes the perception of the original historic structure. She suggested eliminating the allowance of light wells on primary facades and the ability to gain as much as a full story from the original design by replacing them on a new raised foundation. Ms. Blaes felt that *creep* can be arrested by way of amending the LMC, so that there is a standard approach to applications. There are also recommendations with regard to modifications to the Historic Design Guidelines.

Ms. Erickson expressed concerns about properties that may not be on the list because of their current condition but have the potential of being rehabilitated by future owners. She questioned whether all properties over 50 years old should be considered historically significant. Dina Blaes responded that the existing Design Guidelines provide for reconstruction. There was discussion about historic structures outside the Historic District. She explained that the LMC does not require that a building be 50 years old or older; it is one of six criteria to consider but it is not a requirement. The National Register designation considers the 50 year mark, with very few exceptions, but the Park City ordinance is not worded that way. There was discussion about adequately notifying property owners and making the inventory document available to the public for review at City facilities and on-line. Patrick Putt explained that the historic inventory will be rescheduled at a January meeting to review policy direction and noticing.

Ms. Blaes encouraged Council members to email her in advance of the January meeting with questions and/or concerns so a comprehensive response is prepared and available at that meeting. Discussion ensued about relaying public input and where to channel questions. Patrick Putt encouraged Council to also review the policy issue section of the report and advised that the HPB and Planning Commission will be invited to this meeting as well. The City Council thanked both Dina Blaes and Bea Luftkin for their excellent work.

2. 2007 Sundance Film Festival – special event parking. Brian Andersen reported that the proposed 2007 plan incorporates the new China Bridge Parking Structure and surface parking and explained that the purpose of the plan is to manage Festival traffic. With regard to the delivery plan, Dave Gustafson explained that last year, four drop and load zones were established on the west side of Main Street which worked well to keep traffic flowing, but accommodating deliveries still needed improvement. He suggested making the whole west side of Main Street to Heber Avenue a one drop and load zone this year, adding that Swede Alley is available for east side businesses. This will also be helpful for taxi and shuttle services and Marianne Cone expressed her support to try it. Brian Andersen pointed out that keeping Heber Avenue open is key to transit service. Roger Harlan expressed that the trolley needs more space on the street to safely operate which was acknowledged by staff.

Mr. Anderson stated that incorporating the new China Bridge area into the system required some shifting in accommodating permit holders who elect not to upgrade their permits. It is hoped that paid parking in surface lots will alleviate the number of cars in the Transit Center area. The number of complaints received on paid parking last year by the City and Sundance were researched and it was found there were none. Front half and back half parking permit options will be offered, which requires more staff time to administer, but is a benefit for patrons. A guaranteed permit upgrade was a popular feature among merchants and is available again. He responded to a question from Marianne Cone by explaining that the west side delivery option will be available from 2 p.m. to 7 p.m. In response from a question from Joe Kernan regarding demands on the China Bridge parking structure, Mr. Andersen advised that roughly 420 permits are issued and peak use at one time is 150 permits with 137 spaces on the 4th floor. The Gateway functions as a permit lot now and is also a China Bride permit holder alternative. There are 44 spaces, two ADA and two reserved spaces at the Gateway. In response to Joe Kernan about the use of empty spaces in the China Bridge garage, Mr. Andersen explained that he is being cautious not to over-sell the parking where guaranteed spots are promised. Staff has the ability to monitor usage and modify the plan, if necessary. The Mayor Pro Tem invited comments from the audience.

Ken Davis, President of HMBA, understood the necessity to upgrade permits but merchants bitterly complained to him about the excessive $300 charge. During the course of the Festival, the first three days are the only times the parking structure is maxed, but after the first weekend, the garage remains predominately empty. In consideration of this, he asked if there is a way to be able to use a China Bride permit after the first three days in the garage (without an upgrade) or be able to enter and leave as many times as needed in the $20 surface lot. The employees on the street should not be paying an unfair burden into the program. He reiterated that there will be many empty guaranteed parking spaces after the first weekend; they should be utilized.

Candace Erickson asked if staff ever considered providing a reduced rate for local businesses. Brian Andersen discussed the focus to collect data on this management program and modifications to the plan will be considered after the event, including a tiered rate for local businesses. Ms. Erickson asked about the estimate for sales and asked if staff would consider opening a level to others if spaces aren't sold. Mr. Andersen stated that the City turned people away last year, but admitted that it was capped at a much lower number. There have been numerous calls of interest. Max Paap pointed out that the front and back end parking permit options coincide with Sundance's screening packages.

Ken Davis suggested different rates for the front and back packages and again urged Council members to consider allowing permit holders to be able to enter and leave the $20 parking lot as necessary. Brian Andersen explained that this strategy relates to traffic mitigation and is implemented as a parking management tool. Dave Gustafson felt this is a reasonable request and didn't feel it would have much impact. Tom Bakaly emphasized that staff is struggling with ensuring guaranteed spots, which should reduce circulation problems, and designating enough spaces for peak usage. Brian Andersen pointed out that permit holders who don't upgrade have designated parking available in the north Marsac lot, top of China Bridge and Gateway lot. Candace Erickson feared that there will be a greater number of permit holders driving their cars downtown to participate in Festival activities because of designated parking privileges. She stated that her main concern is controlling traffic, not the revenue generated; the flow of traffic is really important.

Mike Sweeney, business owner, relayed that most activities occur on Friday, Saturday, Sunday, Monday, Tuesday, and Wednesday and drops off precipitously for the last four days. He explained the benefit of not having merchants pay an additional $20 when returning to the parking lot on the same day. He complimented the parking and special events staff, specifically Dave Gustafson, with respect to managing Main Street. It seems to improve every year.

Tom Bakaly stated that the amendments to the Sundance Film Festival agreement will be presented to Council next week for adoption and refers to this plan. He understood Council members to support the proposal as presented, and to monitor the second half usage to see if any parking can be opened up to local permit holders. The $20 fee will also be examined for all day use for permit holders. There was discussion about covering management costs.

3. Review of regular meeting – lease of museum. At this point in the meeting, Mayor Williams joined the group. Max Paap explained the Historical Society's request for consent to rent the museum located at 528 Main Street for the period from January 15 to January 29, 2007 to the Sundance Institute. The Historical Society holds a 99 year lease with the City for space located at 518 and 528 Main Street. The lease provides the ability to sublease as long as permission is obtained from the City. The museum gallery will be open during regular hours and public access to the museum will be provided. During the Festival term, the Sundance Institute will use the space at 518 Main Street for the sale of event merchandise and hosted events can be held at 528 Main Street with 24 hour notice to the City. Exhibit spaces and the jail are contemplated for office space.

Acceptance of audit report. In response to a question from Jim Hier, Lori Collett explained that the City does not provide post-retirement medical benefits. He congratulated staff on an excellent report. Marianne Cone relayed compliments from her staff about her hard work.

Prospector traffic concerns. The Mayor asked if there is enough distance from Kearns Blvd. to install a stop sign on Ina Avenue and/or Little Bessie and Comstock. Eric DeHaan advised that installing stop signs is probably not the best measure to slow down traffic. Many motorists accelerate between stop signs to make up for perceived lost time, adding to speeding problems.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 14, 2006

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday December 14, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Robin Hutcheson, Planner; and Max Paap, Special Events Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Council questions and comments – Candace Erickson stated that she attended a Friends of Cross-County Skiing meeting which focused on maintenance of trails in Round Valley. Mountain Trails Foundation agreed to provide grooming this year. She commented on the Christmas Party which was a great gathering. Roger Harlan agreed, and thanked the Human Resources staff for a job well done. He commented on meeting members of the new Leadership class this week. Jim Hier also thanked HR for the holiday party. He spoke about the benefits of meeting with state legislators over the weekend which Gary Hill organized. Marianne Cone agreed. She reported that she attended a Wasatch Environmental Summit with the Mayor which was well-attended and initiated by the City. Christmas at the Park was very enjoyable. She reported that Candy Erickson was honored with an award from KPCW recognizing her volunteer efforts. Joe Kernan commented on the party and the day with the legislature. He felt

that citizen satisfaction with services delivered by the City should be measured and services should be quantified to compare with the level of property taxes paid.

2. Council disclosures – Marianne Cone disclosed that she lives on Prospect Street but will be voting on Item 1 on the Consent Agenda.

3. PCMC/UPMC Annexation Application – Brooks Robinson relayed that the Planning Commission forwarded a positive recommendation last night on the annexation which involve amendments to the zoning map, amendments to the Development Agreement, a draft conservation easement, and deed restrictions. This will be before Council next week for review.

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

1. Prospector traffic – Carey Coffey, Little Bessie resident, relayed that the overflow parking from the High School is worsening on her street. She thanked Council for arranging a meeting with residents and the School District next week.

2. Street projects – Resident John Haney criticized slurry seal and chip seal projects throughout the City, which he feels are total wastes of money because they are not effective. The budget for these Public Works projects should be allocated to the school system or to purchase open space. Slurry seal is slippery and dangerous.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF NOVEMBER 30, 2006

Marianne Cone, "I move that we approve the work session notes and minutes of the meeting of November 30, 2006". Candace Erickson seconded. Motion unanimously carried.

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving the 68 Prospect Street Re-plat, an amendment to Lots 8, 9 and 10 of the Park City Survey, Park City, Utah – Robin Hutcheson explained the application to approve a plat to consolidate three lots and divide the combined area into two equal sized lots. An historic home sits on the three lots and is not addressed in this action. It is anticipated that the historic structure will be relocated and a new home built on the other lot. Staff recommends approval of the Ordinance based on the staff report. The Mayor opened the public hearing.

Ruth Gezelius, Prospect resident, urged Council to approve the ordinance. The lot configurations are adequate and remodeling an historic building is important. She appreciated the reduction of density from three to two.

2. Resolution setting forth a policy for Park City Cemetery operations and services and replacing and repealing Resolution 11-93 in its entirety - Karen Yocum discussed the recommendation to raise cemetery fees to cover the cost of providing services. Both the administrative policy and fee resolution clarify eligibility requirements. In response to a question from the Mayor about lots that have been sold but unclaimed. Ms Yocum advised that those lots would not be available for resale unless an extensive tracking process is conducted. There are about 350 lots remaining in the cemetery. Carey Coffey discussed deeds to lots and the lack of contact information for purchasers. Tom Bakaly advised that the expansion of the cemetery is not addressed in these resolutions. In response to a question from Roger Harlan about records of burials, Ms. Coffey relayed that some record entries don't include given names, i.e., "*baby girl*". The Mayor opened the public hearing.

Mike Sweeney stated that the fee to move a gravesite seems high to him. He suggested that the City explore out-sourced services which may be less expensive. Ms. Yocum explained that the fees were formulated by the Parks Department who factored-in staff time and equipment costs. Carey Coffey discussed the challenges of winter burials and commented that her research reveals that City fees are well below the average.

With no further comments, the public hearing was closed.

3. Resolution amending Fee Resolution No. 23-06, Section 8.7, Cemetery Fees, and replacing and repealing Resolution No. 23-06 in its entirety – The Mayor opened the public hearing and with no comments from the audience, closed the hearing.

VI CONSENT AGENDA

Jim Hier, "I move we adopt Consent Agenda Items 1 through 5". Marianne Cone seconded. Motion unanimously carried.

1. Ordinance approving the 68 Prospect Street Re-plat, an amendment to Lots 8, 9 and 10 of the Park City Survey, Park City, Utah – See staff report and public hearing.

2. Resolution setting forth a policy for Park City Cemetery operations and services and replacing and repealing Resolution 11-93 in its entirety - See staff report and public hearing.

3. Resolution amending Fee Resolution No. 23-06, Section 8.7, Cemetery Fees, and replacing and repealing Resolution No. 23-06 in its entirety - See staff report and public hearing.

4. Acceptance of Comprehensive Annual Financial Report for Park City Municipal Corporation for Fiscal Year ended June 30, 2006 – See staff report.

5. Resolution confirming City participation in the American Public Transit Association (APTA) Emergency Response and Preparedness Program and authorize the City Manager to execute the APTA Mutual Aid Assistance Agreement – See staff report.

VI NEW BUSINESS

Approval of lease assignment for Museum space – Park City Historical Society – See staff report. In response to a question from the Mayor about the changes from last year, Tom Bakaly explained that last year the space was rented to a corporation and the museum was closed. The new agreement between the City and Sundance provides that the property has to be rented to Sundance or its sponsors. Roger Harlan, "I move approval of the lease assignment for the Museum space on behalf of the Park City Historical Society". Marianne Cone seconded. Motion unanimously carried.

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

Roger Harlan commented that the annual audit was very well written and understandable.

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 21, 2006

Present: **Mayor Dana Williams; Council members Marianne Cone; Candace Erickson; Roger Harlan; Jim Hier; and Joe Kernan**

Tom Bakaly, City Manager; Tom Daley, City Attorney; Myles Rademan, Public Affairs Director; Jerry Gibbs, Public Works Director; Kathy Lundborg, Water Manager; Brooks Robinson, Principal Planner; Max Paap, Special Events Facilitator; Alison Butz, Projects Manager

1. Council questions/comments. Joe Kernan suggested items for the visioning session: departmental performance measurement methods, and allowing citizen-members to serve on the Traffic Calming and Neighborhood Enhancement Committees. Marianne Cone requested that the historic inventory be included. Manager Bakaly noted he would add their suggestions to the outline.

Roger Harlan wished everyone a restful Christmas break. He had attended a meeting at the School District offices regarding students parking in our neighborhoods and it was helpful to understand the School District's philosophy. He stressed that the City has a mandated interest in the safety and welfare of residents and attempts to help residents may impact the style of parking that some students have become accustomed to.

Candace Erickson reported that Recycle Utah has appointed three new board members. Their facility use continues to increase and services have expanded. At the Board of Health meeting, they reviewed the $4,000,000 budget for Summit County. She discussed the numerous services they provide and noted they also receive Federal and State Grants.

Jim Hier had attended the Marsac Munchout and thanked Staff for the delightful lunch.

Marianne Cone had attended the Share the Road Committee meeting. They are a dynamic group of people who share a common goal, and are working very hard.

Mayor Dana Williams announced the City had received road signs from EPA announcing Park City's designation as a National Green Power City and thanked the community for their participation in renewable energy program. He stated 13 applications were submitted for the new COSAC group. Council members agreed that Mayor Williams and Jim Hier, as the Council Liaisons, should review the applications and select the new members. He also reported that Rocky Mountain Power had partnered with several groups in Park City over the past year: Arts Kids, Kimball Art

Center, National Ability Center, Chamber of Commerce, Park City Conservancy Association, Performing Arts Foundation and Swaner Nature Preserve.

Mayor Williams had met with an artist/filmmaker who hopes to photograph an aerial message using local schoolchildren. The filmmaker has begun the permitting process through Special Events Department. He announced that he and his wife were honored to receive a formal invitation from the Chinese government to join the student exchange program in China in October.

2. Citizen satisfaction survey. Public Affairs Director Myles Rademan explained that Insight Research had conducted a citizen satisfaction survey in September 2006, very similar to the 2003 survey. This is a scientific survey based on interviews with 400 Park City residents. Of the 400 people surveyed, only 37% (148 people) reported having contact with the City or its Staff during the past year.

Ray Briscoe, Insight Research, reviewed the demographics of respondents noting that 50% had lived in the City for under ten years and 50% for over ten years. Eighty-four percent were registered votes and 71% said they voted in the last election. Age groups were fairly balanced with 25% under 39, 25% in 40s, 25% in 50s and 25% over 60 years of age. Incomes ranged from 8% who earned less than $35,000 to 42% who earned more than $100,000 per year. Seventy-five percent were homeowners.

Thirty-seven percent reported having contact with City Staff in the past year. The Library, Golf Course, Other, City Hall, Recreation and Building departments were the most contacted departments. Eighty-two percent of respondents reported receiving courteous and fair treatment. Library, Parks, Trails, Recreation and Special Events received the highest satisfaction ratings for City services. Fifty-one percent of respondents used the City's website and 76% of users reported it was useful. Seventy-one percent felt the City's communications were excellent or good, and 55% felt the amount of communication was satisfactory. Sixty-eight percent felt the City should be more involved in providing affordable housing and nearly 85% believe sustainability issues were vital or important.

Mr. Briscoe reported that satisfaction with City Services had improved in 2006 in all areas, except by residents who had been here less than ten years. He stated the City was making a serious effort and was succeeding.

Joe Kernan asked if other resort towns conducted similar surveys. Myles Rademan indicated he has sent a message to CAST (Colorado Association of Ski Towns) members, but had not yet received responses.

Manager Tom Bakaly stated Council would discuss benchmarking and performance measures during Visioning. Building on the success of comparing financial indicators, we want to determine if the CAST group would be interested in comparing customer service and employee engagement surveys. Joe Kernan expressed interest in knowing whether those communities have local newspapers, radio and television stations. He asked how the survey information would be used. Manager Bakaly stated it provides a source of information for Council as they consider service levels and budget prioritization. Candace Erickson recalled that following the 2003 survey Staff began sending weekly press releases to communicate what Council was doing.

Mr. Kernan referred to the listing of services provided by the City, which were separated into good and excellent scores and those that scored between fair and good. He suggested that the higher scoring services were desired services, such as library, parks, trails, and recreation programs that supported our resort town and residents, while the lower scoring services seemed to be required services, such as building, planning, water, snow removal and streets. He asked Manager Bakaly what his goal would be for an average score for all the departments, and for scores for individual departments.

Manager Bakaly responded that customer service satisfaction is a huge component of being the best-managed resort town and compared to 2003, the survey shows growth in the area. It is a good sign when more than 50% of responses are good or excellent, but he would like to see responses closer to 70-80%. It was important to keep in mind that the survey measured customer service satisfaction as seen by 37% of 400 respondents, or 148 people. He believed the scores were good; they were good in comparison to prior years; and being able to benchmark against other resort towns would be beneficial.

Candace Erickson pointed out that people dealing with the Planning and Building Departments, and Planning Commission, were not likely to be pleased unless they were allowed to build anything they wanted. She was not overly concerned because we would have a very unattractive town if everyone had been satisfied.

Manager Bakaly felt it would be important to compare Park City with other resort towns. If they received high scores for Planning or Public Safety, for example, we may want to know why to understand that better. However, it will be important to ask the same questions.

Mr. Kernan commented that Council members supported affordable housing, which received high scores in the survey. As they discuss future affordable housing, they should remember the group of respondents who elected them, and move forward.

Marianne Cone asked how they explained "sustainability" during the surveys. Mr. Briscoe stated they told people "whatever it means to you."

Myles Rademan mentioned that website survey results indicated 88-90% customer satisfaction in 2002, 2004 and 2006.

3. Wind turbine update. Project Manager Alison Butz stated the City had submitted a grant request for $30,000 from Rocky Mountain Power to help fund the

Quinn's wind project and had not only received $30,000 for Quinn's, but an additional $70,000 to conduct a feasibility study for alternative energy sources that would benefit the City such as solar, biomass, and geothermal. Staff requested authorization to execute the grant.
She reported that deed restrictions on the recreation complex land did not allow overhead utilizes. Since Staff was unsuccessful in attempts to modify those restrictions they would like to consider alternate City-owned sites in the vicinity of the ice rink because the wind turbines must be located close to a power source. Staff would like to work with a group from the University of Utah to conduct site analysis on wind potential.

Jim Hier expressed opposition to placing wind turbines on land purchased with open space bonds, as well as reservations about placing power generators in ROS, POS or other open space classifications determined in the future. He favored using the $70,000 to explore other opportunities that are less visible. Ms. Butz commented that Staff had proceeded with Land Management Code amendments in the ROS zone to allow wind turbines, based on Council direction at a previous meeting. Mr. Hier believed open space classifications allow essential utility placement, but he did not consider this type of project to be essential.

Candace Erickson agreed about lands purchased with open space, but felt that one or two may be acceptable on ROS lands. She was concerned about ridgeline issues. She thanked Staff for continuing to pursue this and was thrilled we could look beyond wind.

Roger Harlan expressed caution about placing anything near the highway, but he was not opposed to placing a minimal number (3-5) on open space if it were viable.

Ms. Butz explained the application addressed land surrounding the ice arena, and was not limited to specific locations although it must be within the City limits. She explained the U of U could conduct hand testing at this time, but pole-mounted anemometers would require administrative Conditional Use Permits under the proposed Land Management Code amendments. Marianne Cone expressed concern about permanent installation on open space lands.

Joe Kernan concurred with Ms. Erickson and Mr. Harlan and agreed to placement of a demonstration project wherever it worked best, as long it was not on a hilltop. He was curious how many houses a large wind farm could power. Mayor Williams noted the Evanston wind farm had 80 turbines that produce enough power for 48,000 houses at 12 m.p.h. Mr. Kernan was interested in seeing what could be accomplished for $70,000. Ms. Butz envisioned a broader scope for the preliminary analysis, followed with further refinement and direction in order to proceed with the study.

Mr. Hier believed that any possible code changes to allow windmills on portions of open space would be so restrictive they would be difficult to implement. He stressed that open space lands were purchased to protect entry and view corridors, and the sense of arrival to our resort community. He clarified he was not opposed to wind power, but was opposed to wind turbines on purchased open space land.

Mayor Williams concurred regarding the purchased open space lands, but felt that ROS was different. He felt it was critical and it was time to step up and take action. He commented that one type of anemometer sent current into the air to measure wind resistance and did not require towers.

Ms. Butz clarified there was no deadline on the use of the grants, but acceptance they must be accepted today. She had an acceptance letter ready if Council provided that direction.

Manager Bakaly clarified that the majority of Council was willing to accept both grants but we would be judicious in spending until we worked out specific locations. Council concurred.

4. Walk-able communities update. Jonathan Weidenhamer, introduced members of the consulting team: Lindsay Ferrari, Wilkinson-Ferrari, PR and communications; Matt Rifkin, Interplan, traffic engineering; Mark Vlasic, Landmark Design, project manager.

Mr. Weidenhamer stressed the two goals of the study: update the Trails Master Plan; and bring a list of walkable/bikeable projects, with a set of criteria, to Council for prioritization during CIP budget discussions. He added that the Trails Master Plan was an interdependent part of the City's overall Transportation Strategic Plan and every action taken for walkability may create reactions and impacts on streets and traffic.

Lindsay Ferrari, Wilkinson, Ferrari & Co. explained the survey provided a tool to receive a more representative view from the public at large, since public meetings tend to attract the same people. Through Dan Jones, they contacted 259 Park City residents, 92% of whom were full-time residents, 59% have lived here 10 or more years, and 34% have children at home. Walkability/bikeability ranked second of five issues (water quality, paths and sidewalks, street repairs, recreation, and transit). They found that people are willing to use the system recreationally, but otherwise only for very short distances, and they must be convenient and safe. Sixty-eight percent use trails frequently but seventy percent of people with children would not let their children walk further than one mile to school. When asked what would make Park City more pedestrian friendly, paths and linkages to existing system, and safer crossings, received the highest scores. Jim Hier disclosed he had participated in the telephone survey.

Mr. Weidenhamer stated Shelley Weiss had collected 40 surveys, with results similar to the telephone surveys. Ms. Ferrari noted that transportation ranked higher in these surveys.

Mark Vlasic, Landmark Design, discussed two other information-gathering components of their study: 1) workshops, which focused on specific problem areas; and 2) middle-school classroom survey, which identified the importance of connections to public transit system. He stated they were developing a list of projects that would enable the City to create a comprehensive system. Mr. Vlasic stated they were soliciting e-mail throughout the process at www.ldi.ut-com and follow-up meetings will be held to allow the public to review prioritized projects.
Mayor Williams commented that safe routes to school was a big concern; but pointed out areas where existing sidewalks were unused. He asked how the consultants weight those issues. Matt Rifkin, Interplan, reported they would develop criteria, including cost efficiency and usage, in order to rank the potential projects. Mayor Williams expressed concern about the desire of people who don't live in a particular area to have trails constructed in front yard rights-of-way. Mr. Rifkin explained they will initiate a two-step screening process to identify good ideas and develop a subset where they can do additional work to determine what the costs would be. They would submit a list of projects, along with a list of constituents that may be affected, and the projects will be vetted through an open process. Costs would be accountable based on impacts.

Joe Kernan asked if they would evaluate effectiveness of existing pathways to determine whether they should be maintained or upgraded. Jon Weidenhamer stated they would incorporate existing policies on trail maintenance, snowplowing, and lighting, into the criteria they consider.

Mr. Kernan asked what was typically done for residents if a pathway was placed in their yard. Attorney Tom Daley explained that the City could do that in the public right-of-way without compensation. Manager Bakaly referred to recent legislation limiting the ability to use eminent domain to obtain land for trails. Mark Vlasic mentioned softer approaches that might be appropriate depending on the public's willingness to cooperate.

Council members thanked the consultants for the update and stated they were moving in the right direction.

Review of regular meeting

1. Sundance MFL. There was no discussion.

2. UMPC/PCMR Annexation Agreement. Joe Kernan identified language on page 17 of the Development Agreement that was unclear and suggested that an exhibit delineating the roads be included. Principal Planner Brooks Robinson explained the redlines refer to Twisted Branch Road which parallels the existing Guardsman Road from Empire Day Lodge into the Red Cloud neighborhood. After a brief discussion, Staff and Council concurred that Exhibit H identified Twisted Branch Road as a private road to be constructed to City standards, with the potential of becoming a public road, if the other road is abandoned, other than whatever access rights might be available to

Brighton Estates. The language is consistent with a joint letter submitted to UDOT by Park City and Wasatch County regarding the permit that could one day allow it to be public.

Principal Planner Robinson distributed revised language for the conservation easement noting that the Staff recommendation was to continue the discussion to a future meeting. Marianne Cone requested accurate mapping and Mr. Robinson stated they would receive a more definitive map.
Roger Harlan remarked that rights were granted to access subsurface oil, gas or other minerals, but he wondered if there were ways to extract those without a road net work system. Mr. Robinson explained that mining activity was an allowed use. He suggested they might have the ability to use the Ontario Shaft 3, or other shafts from the historic mining era.

Marianne Cone referred to the general engineering services contract and asked why so many projects needed to be upgraded. Water Manager Kathy Lundborg explained that new development was straining the pumps and there was no backup for them. Water user fees covered much of the expense, although some were tied to impact fees.

Prepared by Sharon Bauman, Analyst II

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 21, 2006

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, December 21, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Tom Daley, Assistant City Attorney; Max Paap, Special Events Manager; Alison Butz, Special Project Contractor; Kirsten Whetstone, Planner; Scott Robertson, Interim IT Manager; and Brooks Robinson, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council disclosures - Joe Kernan disclosed his recycling contract relationship with Sundance Institute, Royal Street, Talisker, PCMR, and Powdr Corp. Candace Erickson stated that her husband is doing work for a consultant hired by Talisker. She indicated that she is a seasonal employee of PCMR and Jim Hier added that his wife is now employed by the resort.

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

1. Fireworks permit – Max Paap advised that a fireworks permit has been issued by the Building Department to the Park City Performing Arts Center for a New Year's Eve party to be held at 2636 Aspen Springs Drive.

2. Electronic voting – Kathy Dopp, election reform enthusiast, advised that the National Institute of Standards and Technology has stated that DRE systems cannot be secured. The Institute is recommending that all voting systems be software independent and supports optical scan paper ballots. This position was adopted by the Technical Guidelines Development Committee of the U S Election Assistance Commission. She discussed in detail failures throughout the Country from the last election and explained serious shortfalls in Utah's manual audit procedure. Ms. Dopp explained her appeal before the State Records Board because vote count information has not been made public and she expressed concerns about lenient state law standards for destroying election materials. HAVA does not apply to municipal elections and because of the expense, many cities and counties in Utah are planning on using hand-counted paper ballots or optical scan paper ballots. She strongly recommended using paper, implementing manual audits, and spoke about preserving the efforts of her group in promoting the integrity of federal elections. Ms. Dopp asked that Council make a decision to not use electronic voting equipment.

Roger Harlan felt that more energy should be directed toward achieving higher voter turn-out, and didn't share her beliefs about conspiracies relating to electronic equipment. No system is perfect and paper ballots will not prevent fraud. Kathy Dopp agreed that paper ballots can also be tampered with; however, one person can undetectably rig an entire electronic election. With Utah's current procedures and lack of openness, there would be no way to detect electronic fraud. She agreed with Mr. Harlan's comments about low voter turn-out and the benefits of having a voting system in place that citizens can trust. Other members felt that a decision can not be made without obtaining information from Summit County and the City Manager suggested holding a work session on this issue.

IV CONSENT AGENDA PUBLIC HEARINGS

1. Amendment to the Park City General Plan to include a general description of, planning objectives and action items for the Park Bonanza District (properties bounded by Kearns Boulevard, Park Avenue, Deer Valley Drive, and Bonanza Drive, including properties fronting the east side of Bonanza Drive) **(motion to continue to January 25, 2007)** – The Mayor requested a motion. Roger Harlan, "I so move". Marianne Cone seconded. Motion unanimously carried.

2. Ordinance amending Title 11, Buildings and Building Regulations, to update building, mechanical, plumbing, electrical, housing, fuel gas, energy, and fire codes of the Municipal Code of Park City, Utah – In response to a question from Ms. Erickson about the fiscal impact of approximately $2 per square foot, Chief Building Official explained that costs depend on the orientation of the building. The Mayor opened the public hearing and with no comments, closed the hearing.

3. Ordinance approving amendments to the Land Management Code of Park City, Utah, to reflect re-organization of the Community Development Department, to comport with revisions to the Utah Code, and to address substantive amendments for Chapter 8, Annexation, and Chapter 15, Definitions – Planner Kirsten Whetstone explained that the minor change to the annexation section deals with processing so that the review can be held contemporaneously with the City Council and Planning Commission. The amendments to Chapter 15 reflect housekeeping changes, i.e., wording, moving text so the document is more readable, and adding definitions. The Mayor opened the public hearing. With no comments from the audience, the public hearing was closed.

4. Authorization to staff to execute a grant, in a form approved by the City Attorney, from Rocky Mountain Power for $30,000 to fund a specific wind project at Quinns Junction and $70,000 to fund a feasibility study – Alison Butz referred to her work session presentation and asked if there are further questions from Council or the audience. The Mayor briefly discussed the grant for the benefit of the public and opened the public hearing. With no comments rendered, the public hearing was closed.

5. Authorization to staff to execute the 2007 Supplemental Plans to the Master Festival License and City Services Agreement with the Sundance Institute, in a form approved by the City Attorney – Max Paap, Special Events Manager, explained that a public process is provided for any changes from the previous year's Film Festival. The proposed 2007 traffic mitigation plan has been reviewed by Council, including Main Street drop and load zones, and the Festival parking system. Ms. Erickson referred to a number of suggestions raised a couple of weeks ago and asked if they were considered for this year's final traffic/parking plan. Tom Bakaly clarified that this year reflects changes, including unlimited access per day in the $20 surface lot for China Bridge permit holders and if the garage is not being used the second half of the Festival, staff will look into opening up parking to permit holders. Ms. Erickson asked about lowering the charge for Main Street businesses for guaranteed spots which prompted discussion. Mr. Bakaly indicated that this is something that can return to Council for 2008. Marianne Cone commended Mountain Trails' walk-ability initiative for Sundance this year. The Mayor opened the public hearing and with no comments, closed the hearing.

V CONSENT AGENDA

Marianne Cone, "I move we approve the ordinances and authorize contacts as noted in Items 1 through 6". Joe Kernan seconded. Motion unanimously carried.

1. Ordinance amending Title 11, Buildings and Building Regulations, to update building, mechanical, plumbing, electrical, housing, fuel gas, energy, and fire codes of the Municipal Code of Park City, Utah – See staff report and public hearing comments.

2. Ordinance approving amendments to the Land Management Code of Park City, Utah, to reflect re-organization of the Community Development Department, to comport with revisions to the Utah Code, and to address substantive amendments for Chapter 8, Annexation, and Chapter 15, Definitions – See staff report and public hearing comments.

3. Authorization to staff to execute a grant, in a form approved by the City Attorney, from Rocky Mountain Power for $30,000 to fund a specific wind project at Quinns Junction and $70,000 to fund a feasibility study - See staff report, work session, and public hearing comments.

4. Authorization to staff to execute the 2007 Supplemental Plans to the Master Festival License and City Services Agreement with the Sundance Institute, in a form approved by the City Attorney– See staff report and public hearing comments.

5. Authorize contract with Marsh USA Risk & Insurance Services for standard broker services for a one year period, January 1, 2007 through December 31, 2007 in the amount of $10,000 – See staff report.

6. Authorize the following Insurance premium payments for public entity liability, workers compensation, property, and crime insurance covering a one-year period from January 1, 2007 through January 1, 2008:

- $115,164 to States Self-Insurers Risk Retention Group, Inc. ("States") for public entity broad form liability insurance;
- $137,941.46 to Workers Compensation Fund ("WCF") for workers compensation insurance;
- $58,853 to Lloyds of London for property insurance;
- $5,758 to Zurich American for boiler/machinery insurance;
- $3,589 to Travelers for Public Officials Employee Dishonesty (Crime) (annual installment, policy period 1/1/05 to 1/1/08);
- Self insure physical damage collision coverage for City buses; and
- Decline optional Terrorism Risk Insurance

See staff report recommending approval.

VI NEW BUSINESS

1. Authorization to enter into a service provider contract with Bowen Collins & Associates for general engineering services, in a form approved by the City Attorney, in the amount of $275,000 – See staff report and work session comments. There was a brief discussion of the continual upgrade of the meter reading capabilities. Candace Erickson, "I move we authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Bowen Collins & Associates for engineering services in the amount of $275,000". Marianne Cone seconded. Motion carried unanimously.

2. Authorization to enter into a license agreement and service provider contract, in a form approved by the City Attorney, with Spillman Technologies Inc for police department software, in the amount of $269,987 – Scott Robertson explained that about a year ago, the IT Department began to explore a police software upgrade. Spillman is providing an opportunity to the City to leverage resources to keep costs in line by offering a significant incentive to purchase before the end of the year. The state of Utah has announced its intent to award a contract to Spillman making state contract purchases available to cities. Mr. Robertson stated that the Police Department currently has an outdated system which lacks many needed basic database features. The goal is to create an inter-operable relationship with Summit and Wasatch Counties. This procurement is budgeted; the City is receiving excellent pricing on a product that fulfills the City's technical requirements.

Jim Hier asked if this software integrates with the City's network. Mr. Robertson advised that this is a stand-alone product which is actually preferred to protect data. In response to another question from Council member Hier regarding the year-end deadline, Scott Robertson explained that December 31 is the end of Spillman's fiscal year. The vendor is very interested in working with Park City and returned with an offer of lower pricing, including hardware, if the City is willing to commit before the end of the month. Roger Harlan asked out how long the product will last and Mr. Robertson felt a minimum of five years is reasonable. Upgrades and inter-agency use was discussed. Joe Kernan stated that he likes the fact that the vendor is a Utah company, "<u>I move we authorize staff to enter into a license agreement with Spillman Technologies in the amount of $269,987</u>". Marianne Cone seconded. <u>Motion unanimously carried</u>.

3. <u>Ordinance approving the UPCM/PCMR Annexation Agreement and amending the Official Zoning Map</u> – See staff report and work session comments. Planner Brooks Robinson explained that the agreement is a culmination of over a year of discussions with the City Council, the Planning Commission, staff, UPCM and PCMR. He pointed out features within the Flagstaff Mountain Development Agreement which have been discussed thoroughly with the Planning Commission and task force and shared with Council. Applications must comply with 18 conditions outlined in the annexation policy, including urban services and Mr. Robinson acknowledged that water is not finalized. All other requirements are detailed in the annexation agreement. The zoning map illustrates the property coming into the City which is zoned Recreational Open Space and the approximate 139 acres currently within the City and zoned Estate is proposed to be changed ROS. Most of the property is subject to the PCMR ski lease and the parcel at the Silver King Mine by the Bonanza Lift, which is not a part of the ski lease, would be protected with a conservation easement as directed by the City Council. He referred to a change in the conservation easement's list of reserved uses, discussed in work session, which is not finalized. By way of email today, the Summit Land Conservancy indicated that it has no objections but its board has not reviewed this specific language. Mr. Robinson added that PCMR's concerns about increased costs of operating within the City still appears to be an outstanding matter and all parties are present to report to the City Council tonight. It is staff's recommendation to continue this to the January 11, 2007 meeting.

Marianne Cone expressed her interest in preserving the historical structures on the mountain and Doug Clyde, consultant to Talisker, explained that the buildings are outside of the PCMR lease and addressed in the conservation easement. She suggested that the tramway tower which was removed and installed at the Ontario Mine be returned to its original location. There was discussion about updating the historic preservation technical report submitted by the applicant. Ms. Cone requested a map better illustrating parcels; there was brief discussion about Beano's Restaurant. The Mayor opened the public hearing.

Jenny Smith, PCMR, stated that the resort has been consistent in its position on three issues, including process, conservation easement language, and cost issues. Talisker's final offer is to cover PCMR's increased costs for five years only which is not acceptable; the other two issues have been resolved. David Smith, attorney for Talisker, stated that the rationale for the five year time period was based on the belief that within five years, Summit County's cost and fee structure will reach parody with Park City.

Ms. Smith pointed out that the two taxes of most concern are the franchise tax and municipal tax. The County does not have the ability to levy these taxes which represents about $29,000 annually. She stated that this is a *multi-million dollar deal* for the City and Talisker and all PCMR wants is to have its costs covered.

Mayor Williams felt that at some point, there should be a deadline for resolving outstanding issues. Jim Hier recalled that an analysis of incremental costs affecting the resort was distributed before and asked for that information again. The City Manager agreed to provide the information again. The annual cost calculated by City staff is estimated at $35,000 per year, including a franchise fee component.

In response to Jim Hier's question about language for skier parking, Section 2.5, Mr. Robinson explained that the 75 parking spaces remain but some wording may need to be modified from the draft agreement and staff will work with Talisker on this. Mr. Hier felt the $1.8 estimate for the construction of the parking lot seems low and wants to make sure the City is adequately covered in the event of non-compliance. He asked that there be a commitment to a phasing plan in the annexation agreement, acknowledging that specifics could be outlined in the MPD agreement. Dave Smith advised that there is phasing language in both the development agreement draft and Schedule 1, but the MPD and/or the County processes have not occurred. Councilmember Hier indicated that he would like to see something on timing for an application and Mr. Smith stated that the application has been submitted for the parking. Jim Hier again asked that the phasing be better described. He felt that the location of the 20 affordable housing units should remain flexible but the timing should be addressed. He suggested conditioning the Montage approval with the parking obligation and a formal worker transportation/parking plan. Mr. Robinson believed this could be included in the construction mitigation plan. Discussion again ensued about Talisker providing a bond for completion and whether the $1.8 is adequate to construct a parking facility.

Joe Kernan stated that the gondola was addressed in the original Flagstaff development agreement. It was subsequently determined to be infeasible and replaced with an enhanced shuttle plan. However, the current language for van and shuttle service in the development agreement is unchanged. Doug Clyde stated that they have committed to the traffic and transit plan modification which includes all of Fehr & Peers recommendations reviewed and approved by the Planning Commission. It was pointed out that the transit plan is one of 14 technical reports and Jim Hier indicated that he would also like to see this analysis. In response to question from Roger Harlan about the cost of constructing affordable housing, David Smith explained that the cost is what it is. Mr. Clyde added that the affordable housing plan is tied to the City's policy with regard to affordability. In response to a question from Dana Williams about the increase from 7,000 to10,000 square feet for Beano's Restaurant, it was explained that this was reviewed by the Planning Commission and Council. Jim Hier recalled asking for more information about satisfying service demands and the correlation to square footage and he felt that the consultant verbally answered his questions, but he felt it would be helpful to have something in writing. Doug Clyde emphasized that the representation that Beano's was proposed at 7,000 square feet was a misnomer to begin with but more analysis will be provided to Council members. Tom Bakaly stated that it is staff's recommendation that the restaurant remain at 7,000 square feet, although Planning Commission did not object to 10,000 square feet.

Mayor Williams referred to agreement language for the Iron Mountain parcel which specifically prohibits thinning trees, constructing ski lifts and runs, etc. and is concerned that the easement does not reflect this intent. He wants to make sure that this is not negotiable and clear. David Smith stated that he will review the conservation easement language. Mayor Williams expressed that he is concerned that some Summit Land Conservancy board members have financial interests in The Colony which may be reflected in the easement wording. His concerns include resolving issues between PCMR and Talisker, potential traffic on King Road, and the disposition of the Judge Tunnel discharge permits. David Smith explained that there is flexibility on the conservation easement and he felt that satisfying the Mayor's concerns is attainable and will continue to work on water with the City. The Mayor stated that he supports staff's position on the discharge permit. There was discussion about Talisker's proposal to cover PCMR's increased costs of operating within the City limits for five years.

Mr. Smith clarified that the water emanating from the Judge Tunnel is delivered into the City's system and Talisker is covering infrastructure costs. Tom Daley added that there is agreement on other components dealing with water, but the amount and value of available water in the Judge Tunnel may be affected in the future.

Bob Wells emphasized that the Shadow Lake Parcel should be clearly described as owned by Royal Street Land Company in the annexation agreement and deed restriction. Currently, there is a section in the annexation agreement that restricts Shadow Lake property which is not appropriate and should be amended.

Jim Hier, "<u>I move that we continue this item until January 11</u>". Roger Harlan seconded. <u>Motion unanimously carried</u>.

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

<u>Snow removal complaint</u> - Annie Les, Stryker Avenue, understood that her street is Priority 3 for snow removal services, but complained that her street was impassible last weekend except for four-wheel vehicles which is unacceptable.

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:30 p.m. Members in attendance were Mayor Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; Kathy Lundborg, Water Manager; Jerry Gibbs, Public Works Director; Brooks Robinson, Planner; and Tom Daley, Assistant City Attorney. Roger Harlan, "I move to close the meeting to discuss property and litigation". Marianne Cone seconded. Motion carried unanimously. The meeting opened at approximately 3:30 p.m. Jim Hier, "I move to open the meeting". Candace Erickson seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott, City Recorder

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JUNE 15, 2006

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Municipal Building Authority to order at approximately 6:30 p.m. at the Marsac Municipal Building on Thursday, June 15, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, Executive Director; Mark Harrington, City Attorney; and Gary Hill, Budget Manager.

II PUBLIC INPUT

The Chairman invited the public to comment on any matter of MBA business. Hearing none, the public input session was closed.

III MINUTES OF MEETING OF JANUARY 12, 2006

Roger Harlan, "I move approval of the minutes of the meeting of January 12, 2006". Marianne Cone seconded. Motion unanimously carried.

IV CONSENT AGENDA

Resolution adopting a revised budget for FY 2006 and a budget for FY 2007 for the Park City Municipal Building Authority – Jim Hier, "I move approval of the revised budget and budget for FY 2007 for the Park City Municipal Authority". Roger Harlan seconded. Motion carried unanimously.

V ADJOURNMENT

With no further business, the regular meeting of the MBA was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JUNE 15, 2006

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II PUBLIC INPUT

The Chairman invited the public to comment on any matter of MBA business. Hearing none, the public input session was closed.

III MINUTES OF MEETING OF JANUARY 12, 2006

Roger Harlan, "I move approval of the minutes of the meeting of January 12, 2006". Marianne Cone seconded. Motion unanimously carried.

IV CONSENT AGENDA

Resolution adopting a revised budget for FY 2006 and a budget for FY 2007 for the Park City Municipal Building Authority – Jim Hier, "I move approval of the revised budget and budget for FY 2007 for the Park City Municipal Authority". Roger Harlan seconded. Motion carried unanimously.

V ADJOURNMENT

With no further business, the regular meeting of the MBA was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JUNE 15, 2006

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Park City Redevelopment Agency to order at approximately 7 p.m. at the Marsac Municipal Building on Thursday, June 15, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Gary Hill, Budget Manager.

II PUBLIC INPUT

The Chairman invited the audience to comment on any matter of RDA business and hearing no comments, closed the public input session.

III MINUTES OF MEETING OF JANUARY 12, 2006

Marianne Cone, "<u>I move approval of the minutes of the meeting of January 12, 2006</u>". Roger Harlan seconded. <u>Motion unanimously carried</u>.

IV CONSENT AGENDA

<u>Resolution adopting a revised budget for FY 2006 and a budget for FY 2007 for the Park City Redevelopment Agency</u> – Joe Kernan, "<u>I move approval of the revised budget for FY 2006 and a budget for FY 2007 for the Park City Redevelopment Agency</u>". Jim Hier seconded. <u>Motion unanimously carried</u>.

V ADJOURNMENT

With no further business, the regular meeting of the RDA was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
JANUARY 12, 2006

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Water Service District to order at approximately 6:50 p.m. at the Marsac Municipal Building on Thursday, January 12, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, Executive Director and Mark Harrington, City Attorney.

II PUBLIC INPUT

None.

III MINUTES OF MEETING OF JANUARY 13, 2005

Roger Harlan disclosed that he will be abstaining from voting as he was not in attendance. Jim Hier, "I move approval of the Minutes of the meeting of January 13, 2005". Marianne Cone seconded. Motion carried.

Marianne Cone	Aye
Candace Erickson	Aye
Roger Harlan	Abstention
Jim Hier	Aye
Joe Kernan	Aye

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2006 meetings and appointing officers of the Board of Directors of the Park City Water Service District – Roger Harlan, "I move approval of the Consent Agenda". Marianne Cone seconded. Motion unanimously carried.

V ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

City Council
Staff Report

Author: **Katie Cattan**
Subject: **239 Woodside – Replat**
Date: **January 11, 2007**
Type of Item: **Administrative – Plat Amendment**

PARK CITY 1884 PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council hold a public hearing and approve the 239 Woodside Avenue Replat based on the Findings of Fact, Conclusions of Law and Conditions of Approval found in the attached Ordinance (Exhibit A).

Topic

Applicant:	James Totora
Location:	239 Woodside
Zoning:	HR-1
Adjacent Land Uses:	Residential
Reason for Review:	Plat amendments require Planning Commission review and City Council action

Background

On October 27th, 2006 a completed application was received for a Replat at 239 Woodside. The application is for a Replat for portions of Lots 9, 10 and 11 in Block 31 of the Park City Survey. Lots 9 and 11 are currently half lots and are not buildable. The proposal is to reconfigure lot lines to turn two half lots and a whole lot into two whole lots. The applicant would like divide lot 10, combine the north half of lot 9 and the south half of lot 10 to create one lot, and to combine the north half of lot 10 with the south half of lot 11, creating a second lot (Exhibit B). The south half of lot 9 has already been combined with Lot 8 to create Lot 1 of the Totora Replat (completed in 2005). The north half of Lot 11 is owned by the neighboring property owner and a residence currently exists on this piece of property.

The Replat will create two new lots of record, each 1,875 square feet in size. Each of the lots will be 25' x 75', consistent with Old Town lots.

Currently, one existing non-historic home sits on the north half of lot 9, across lot ten, and on the south half of Lot 11. Some improvements associated with the existing home encroach on the city right of way. The purpose of the Replat is to allow new construction of single family homes on each of the two newly created lots. Demolition is proposed for the existing structure. Additional future plans include the construction of a second single family residence on the north lot.

In 2005, the Historic Preservation Board discussed the significance of the existing home. Although the home was not determined to be significant, portions of the home were found to exhibit the characteristics typically found in Old Town. For this reason, the HPB recommended the reconstruction of the portion of the home that exhibits historic qualities, which includes the front porch and gable area on approximately north 1/3 of the home. The findings of the HPB do not preclude immediate demolition of the house, only that any new house re-create those elements.

Planning Commission heard this application on December 13, 2006 and forwarded a positive recommendation by a vote of 5 – 2 in favor of the application. Two commissioners stated concern that creating two lots where an existing house straddles the proposed lot line is an increase in density.

Analysis

Staff finds this Replat to be consistent with the Land Management Code, and consistent with the Historic Old Town neighborhood for the following reasons:

- Section 15-2-.2-1 (D) states: “encourage single family Development on combinations of 25’ x 75’ Historic Lots” as a purpose of the HR-1 District. Section 15-2.2-3 (A) of the Land Management Code states that the minimum Lot Area is 1,875 square feet for a Single Family Dwelling. The plat amendment is consistent with the Land Management Code by creating two lots of record of a buildable size; 25’ x 75’.
- The plat amendment is essentially “cleaning up” half lots by consolidating them into two overall buildable lots, which is again consistent with the above cited code.
- Review of a preliminary proposal for the reconstruction of the existing house on the north lot is found to be possible while meeting all setback, height, and parking requirements of the HR-1 District.
- The future plan for demolition will remove all existing encroachments on the City Right of Way, which include landscaping, fencing and stairs.

If the Replat is approved, the owner will submit an application to the city for Historic Design Review for the reconstructed home. A Steep Slope Conditional Use Permit will also be required. The home at 239 Woodside, as it currently exists (crosses the proposed lot line between proposed Lot 1 and Lot 2) shall be demolished prior to plat recordation.

The Planning Staff disagrees, respectfully, with the minority opinion of the Planning Commission. As the existing, non-historic house could be demolished at any time, the underlying zoning and lot requirements can yield 2 lots. This is consistent with the HR-1 zoning and the build out of the neighborhood and not an increase in density.

Based on the HR-1 requirements, the new homes will need to meet the following requirements:

Maximum building footprint: 844 s.f.
Side yard setbacks: 3’
Front yard setback: 10’

Rear yard setback: 10’

Preliminary designs submitted to planning staff show the proposal for the home on the south lot to be consistent with these requirements.

Department Review
On October 14, 2006 this project was discussed at an interdepartmental review meeting. Issues raised at this meeting were sufficiently resolved before the drafting of this report.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on November 25, 2006.

Public Input
No public input has been received at the time of the drafting of this report. There was no public input at the Planning Commission hearing.

Alternatives

- The City Council may approve the 239 Woodside Avenue Replat as conditioned or amended, or
- The City Council may deny the 239 Woodside Avenue Replat and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on the 239 Woodside Avenue Replat.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The lot configuration would remain with two half lots (9 and 11) and one full lot (10). The existing house could still be demolished.

Recommendation
Staff recommends the City Council hold a public hearing and approve the 239 Woodside Avenue Replat based on the attached Ordinance, Findings of Fact, Conclusions of Law and Conditions of Approval.

Exhibits
Exhibit A – Ordinance
Exhibit B - Proposed plat adjustment
Exhibit C - Photographs

Ordinance No. 07-

AN ORDINANCE APPROVING THE 239 WOODSIDE REPLAT, AN AMENDMENT TO LOTS 9, 10, AND 11 OF BLOCK 31 OF THE PARK CITY SURVEY, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 239 Woodside Avenue have petitioned the City Council for approval of the Replat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

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

WHEREAS, the Planning Commission held a public hearing on December 13, 2006 to receive input on the Replat and forwarded a positive recommendation to the City Council on December 13, 2006; and,

WHEREAS, on January 11, 2007, the City Council approved the 239 Woodside Replat; and

WHEREAS the 239 Woodside Replat will allow the consolidation of one full lot, and two half lots, and re-divide to create two equal sized lots.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 239 Woodside Replat, as shown in the attachment is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:
1. The property is located at 239 Woodside Avenue.
2. The zoning is Historic Residential (HR-1).
3. The current configuration of lots is one full lot (Lot 10), and two half lots (Lot 9, Lot 11).
4. The proposed configuration of lots is two equal sized lots measuring 25’ x 75’.
5. The size of each proposed lot is 1,875 square feet.
6. According to the Land Management Code the minimum buildable lot in the HR-1 District is 25’ by 75’, and 1,875 square feet.
7. An existing home traverses both of the interior lot lines.
8. The size of the current home is approximately 1200 square feet.
9. Landscaping, fencing and a walkway currently encroach onto the City Right of Way.
10. The north half of lot 11 is currently under the same ownership as lot 12.

11. The south half of lot 9 is under the ownership of the applicant within the Totora Replat completed in 2005.

Conclusions of Law:

1. There is good cause for this Plat Amendment because it will create two typical Old Town lots, while consolidating two half lots.
2. The Plat Amendment is consistent with the Park City Land Management Code by creating two lots of record of 25' x 75'.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. Demolition of the existing home is a condition precedent to plat recordation.
3. The applicant will record the Plat Amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void. The applicant may apply for an extension to this time limit if needed.
4. The remnant half of lot 11 is not separately developable.
5. Addresses for the two new lots will be assigned by the City Engineer.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 11th day of January, 2007.

Attachment to Ordinance – Record of Survey Plat

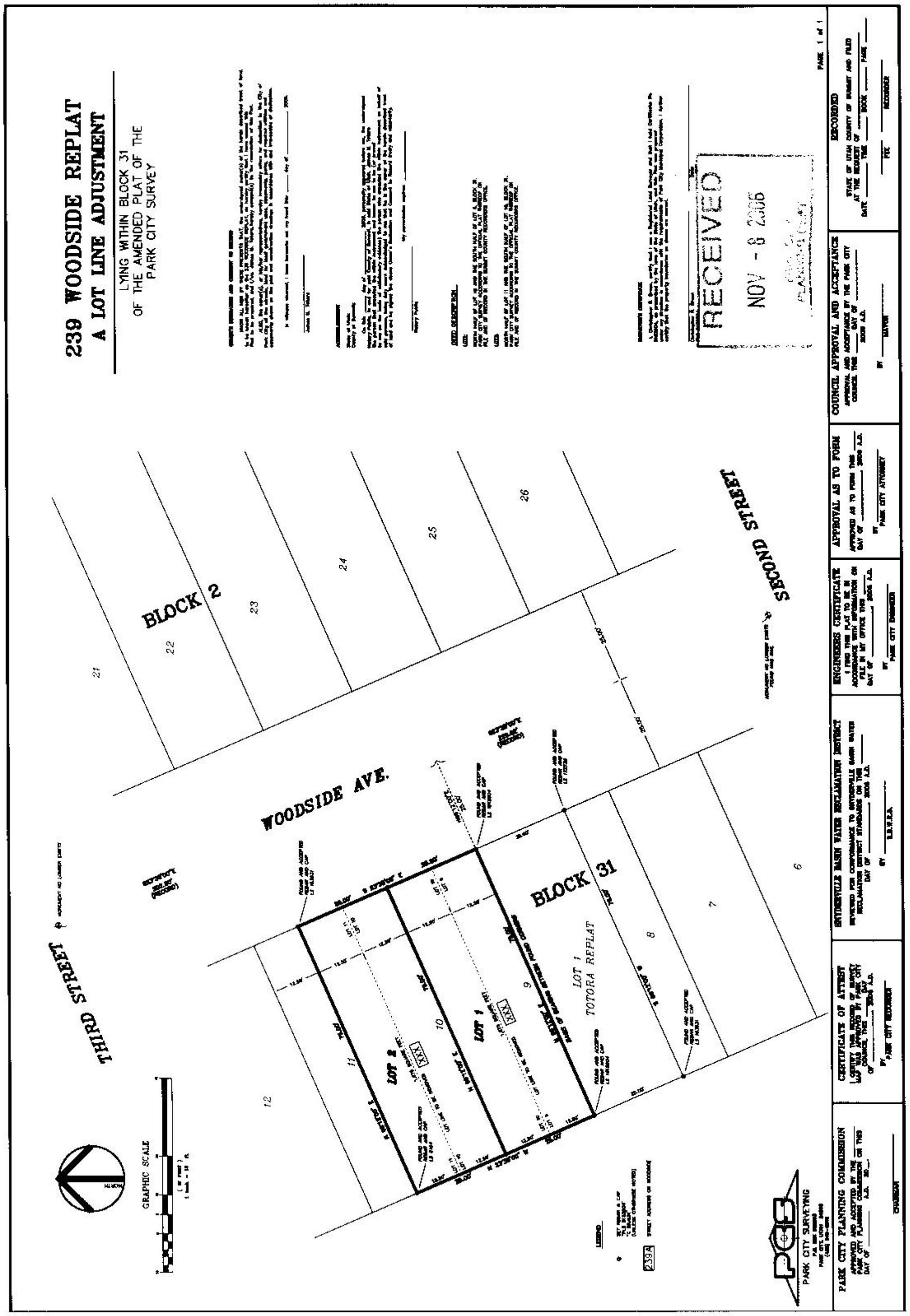
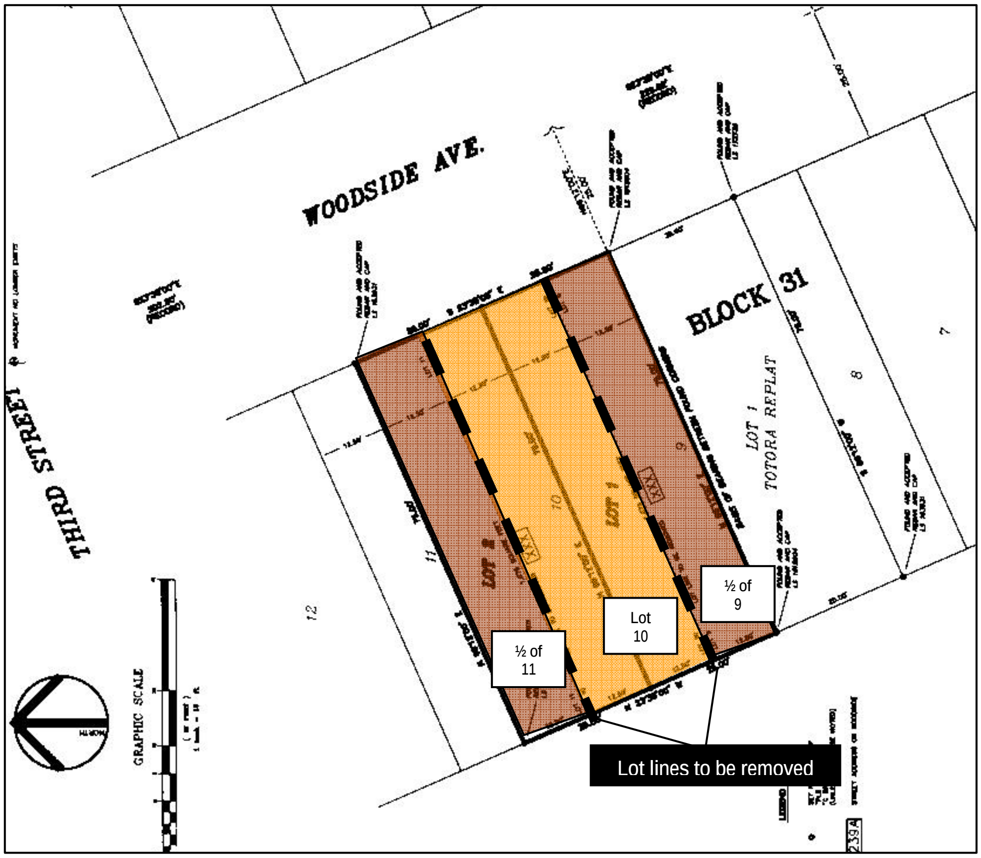
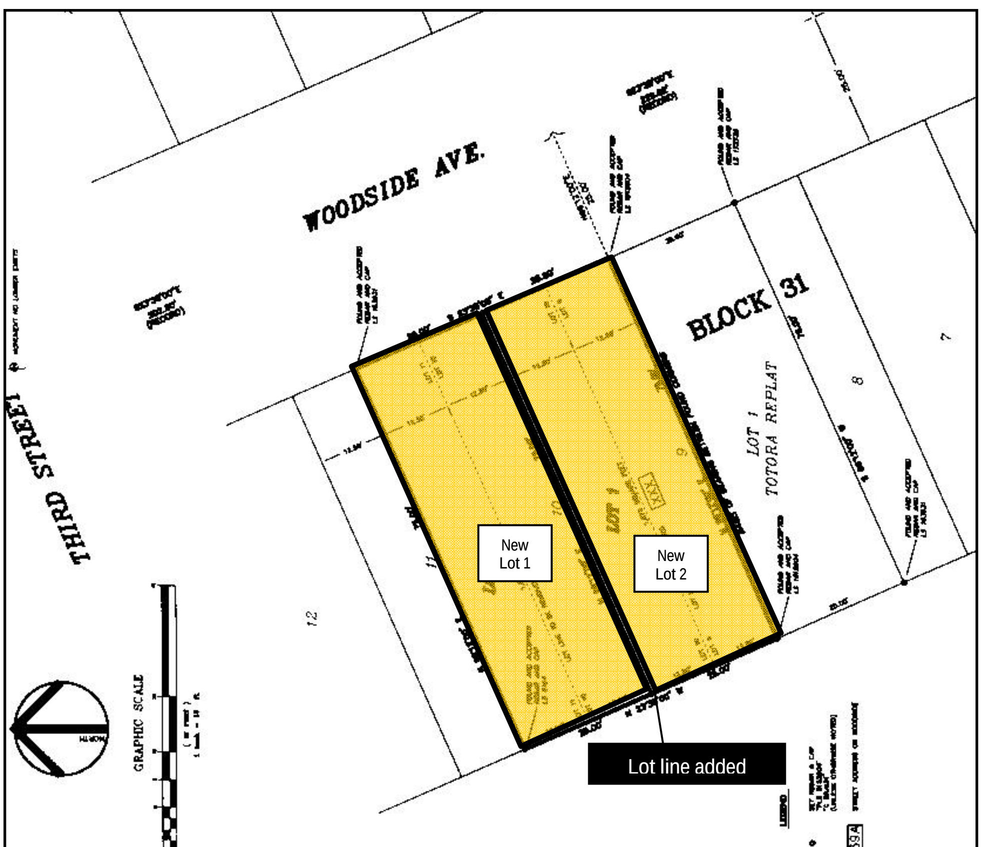


Exhibit B – Proposed plat adjustment



Existing Conditions



Proposed Conditions

CITY COUNCIL
Staff Report

PLANNING DEPARTMENT

Author: **Ray Milliner**
Subject: **940 MELLOW MOUNTAIN ROAD**
Date: **January 11, 2007**
Type of Item: **Administrative - Subdivision plat creating four building lots**

RECOMMENDATION: Planning Staff recommends the City Council review the proposed Mellow Mountain Estates Subdivision, conduct a public hearing and approve it according to the findings of fact, conclusions of law and conditions of approval in the attached ordinance.

TOPIC

Project Name: Mellow Mountain Estates Subdivision
Representative: Henry Sigg
Location: 940 Mellow Mountain Road
Zone: Residential Density (RD) and Sensitive Lands Overlay (SLO)

BACKGROUND

On March 16, 2006 the applicant submitted a completed 'Final Plat' Subdivision application to establish the Mellow Mountain Estates Subdivision. The proposed subdivision consists of four lots on a parcel of land totaling 5.4 acres. The property is located within the Residential Development (RD) zone and is within the Sensitive Lands Overlay (SLO).

The site is located on vacant land adjacent to the April Mountain Subdivision. Specifically, the proposed Mellow Mountain Estates subdivision is located between the two main switchbacks of Mellow Mountain Road, coming uphill from Deer Valley Drive, below 'The Seasons at April Mountain', and just above Lots 1-3 of the April Mountain Subdivision.

The application submitted includes a sensitive lands analysis. Fewer than 10 lots are proposed and therefore an MPD application is not necessary. There is an existing road that accesses the proposed lots as well as a public utility easement that runs through the property. The property is currently vacant.

This application was reviewed by the Planning Commission at its October 11, 2006 meeting. The minutes of that meeting are attached as Exhibit A.

ANALYSIS

Per the requirements of the RD zone, and a slope analysis of the property per the Sensitive Lands Overlay, the base density for the property is 3.8 units (see calculations below). The applicant proposes 4 lots ranging in size from 32,386 square feet (Lot 3) to 34,659 square feet (Lot 4).

Figure 1: Slope Analysis/Density

Upper Parcel Slope Characteristics

Percent Slope	RD Area (SF)	Percent of Area Allowed to be Developed	Area Allowed to be Developed (and Used in Density Calculations)
0-10%	5,748	100%	5,748
10-15%	7,083	100%	7,083
15-30%	72,198	25%	18,049.5
30-40%	11,599	25%	2,899.75
40+%	6,426	0	0

Upper Parcel Developable Land = 33,780.25 square feet / 0.77695 acres

Lower Parcel Slope Characteristics

Percent Slope	RD Area (SF)	Percent of Area Allowed to be Developed	Area Allowed to be Developed (and Used in Density Calculations)
0-10%	1,377	100%	1,377
10-15%	0	100%	0
15-30%	73,550	25%	18,387.5
30-40%	4,594	25%	1,148.5

40+%	15,645	0	0

Lower Parcel Developable Land = 20,913 square feet / 0.481 acres

Total Developable Area: 54,693.25 square feet / 1.25794 acres

RD zone base density = 3 units per acre 1.25794 x 3 = 3.8 units

Per LMC 15-2.21-3(K), the applicant may receive a 20% density bonus if the following criteria are met. If the Planning Commission determines that the applicant has met the required criteria the property will have a final density of 4 units rather than 3.8.

Criteria 1: preserves Open Space to ensure the long-term protection of a significant environmentally or visually sensitive area in a manner approved by the City; **COMPLIES**
The applicant has agreed to designate a total of 53,039 square feet of land as Open Space land. The open space land is concentrated at the corners of the switchbacks and would be deeded to the City as permanent open space.

Criteria 2: provides public access as shown on the Trails Master Plan **COMPLIES**
Access to the Gambel Oak trail will be maintained via Mellow Mountain Road. No new public access points have been proposed. Additionally, the applicant proposes to construct a link trail along Mellow Mountain Road that would link the existing Gambel Oak trail as it exits from the west switch back on Mellow Mountain Road and continues near the east switchback.

Criteria 3: restores degraded wetlands or environmental areas on the site or makes other significant environmental improvements. **NOT APPLICABLE**
Staff has found no significant degraded wetlands on site. There are no other environmental issues such as mine waste or the like on site, the applicant has indicated that he will stipulate to any reasonable conditions placed on the property.

Based on meeting the above criteria, staff recommends that the Planning Commission grant a density bonus bringing the final allowed density on the property to 4 units.

Developable Land

LMC section 15-2.21-4(H) states that 25% of a steep slope may be developed. Per staff calculations above, 54,693 square feet of the property is available for development and disturbance if located within proposed lot areas. Staff further finds that 41,471 square feet of the property are available for development by the applicant as they fall within the proposed lot area (the remaining square footage is within the open space parcels, and not eligible to be transferred to the lots). The applicant has proposed that the property be divided into two categories:

1. **Open Space**. This property would be deeded to the City upon recordation of the plat, and is located on the interior of either switch back and at the south eastern corner.
2. **Building Pad/Disturbance area**. These areas are the developable pads where the homes would be placed, including driveways, and landscaping. As proposed, each lot will be limited to a maximum disturbance of 10,360 square feet. This maximum disturbance will be placed as a note on the plat and would be enforced by staff at the time of building permit issue.

Staff finds that this application of the 25% of the land that is developable is appropriate for the site, and complies with the requirements of Chapter 15-2.21-4(H) of the Land Management Code.

Suitability Determination
The Applicant must prove that the Development will have no significant adverse impact on adjacent Properties. The Planning Commission shall determine that the Proposal complies with the Sensitive Lands Ordinance if the Applicant proves:

Criteria 1: The Density is Compatible with that of adjacent Properties. **COMPLIES** The proposed use of the property is single family homes, a compatible use with other properties along Mellow Mountain Road, that are also single family homes.

Criteria 2: The Architectural Detail, Height, building materials, and other design features of the Development are Compatible with adjacent Properties. **COMPLIES** The single family homes will be limited to a maximum height of 28 feet above existing grade; they will meet minimum setbacks for the RD zone and be subject to the requirements of the Land Management Code for design and architectural compatibility. The applicant has further agreed to a note on the plat limiting the square footage of any home on the property to 7,200 square feet. Staff finds that these requirements are compatible with other single family homes in the neighborhood.

Criteria 3: The Applicant has adopted appropriate mitigation measures such as landscaping, Screening, illumination standards, and other design features to buffer the adjacent Properties from the Developable Land. **COMPLIES**
Because the properties are proposed to be sold as single family lots, all landscaping, screening and illumination will be reviewed individually by staff at the building permit phase, and not as a single application. Each review will factor the requirements of the plat amendment for maximum disturbance, height and square footage to ensure that the conditions of approval applied by the Commission and City Council are met.

Building Height

Due to the visibility of the property from the existing April Mountain subdivision and various locations in the town, the applicant has agreed to a plat note that would limit the height of any structures to 28 feet.

Water

The proposed subdivision would receive its water through a new 8” ductile iron water line that will connect to an existing water line. The connection is proposed to take place underneath Mellow Mountain Road, directly to the south of the proposed lot line separating Lot #2 and Lot #3. Each lot is proposed to be connected with water service with a 1.5” dual water meter vault assembly as per Park City standards. No concerns have been raised with regard to water supply since this property was an original contributor to the Greater Masonic Hill Special Improvement District. Any delinquent assessments shall be brought current prior to plat recordation.

Roads

Mellow Mountain Road is a sub-standard road. The City Engineer has conditioned the plat to require that the portion of Mellow Mountain Road on the property be dedicated to Park City and completely reconstructed to City standards by the applicant as part of this application.

Utilities

The plat map shows a 50 foot sanitary sewer easement through the Mellow Mountain Road right-of-way. There is also a proposed 30 foot storm drain / utility easement to run through the subdivision (north – south) through the east side of Lot 1, west side of Lot 2, and west side of Lot 4. Utilities, including sewer, will connect to the established lots of the April Mountain Subdivision which sits to the north and south of the proposed subdivision. Additional storm drainage detention will be required since storm drainage in the area is substandard.

Trails

The Gambel Oak trail runs through the proposed subdivision. The trail connects to Mellow Mountain Road on the west portion of the property at the first switch back and the trail is reconnected on the east side of the property at the second switchback. The applicant has proposed a trail connection along Mellow Mountain Road.

Fire Protection Plan

The applicant has met with the Building Department to discuss a preliminary fire protection plan. The final fire protection plan will need to be approved by the Chief Building Official and Fire Marshall, as a condition precedent to issuance of any building permits to ensure that access to the property and type of construction are consistent with requisite International Fire Code requirements.

The initial fire protection plan proposes plat notes requiring a fire protection system in each building and exterior soffits. Disturbance areas are to provide 25 feet of defensible space ground clearing. Hydrants shall be no more than 150 feet from building lots.

DEPARTMENT REVIEW
This project has been reviewed at a staff review meeting. No additional issues were raised at those meetings.

NOTICE
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

ALTERNATIVES

A. The City Council may approve the subdivision plat with the conditions stated, or modify the conditions, or

B. The City Council may deny the subdivision plat and direct staff to prepare findings supporting this recommendation, or

C. The City Council may continue the discussion to a later date.

SIGNIFICANT IMPACTS
There are no significant fiscal or un-mitigated environmental impacts resulting from this subdivision plat approval, as conditioned.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION
The property would remain a metes and bounds parcel.

RECOMMENDATION
Planning Staff recommends the City Council review the proposed Mellow Mountain Estates Subdivision, conduct a public hearing and approve it according to the findings of fact, conclusions of law and conditions of approval in the attached ordinance.

EXHIBITS
Exhibit A – Minutes from the October 11, 2006 Meeting
Exhibit B – Plat
Exhibit C – Survey
Exhibit D – Photographs of Site

1. <u>940 Mellow Mountain Road - Final Plat</u>

Planner Milliner reviewed the application for a four unit subdivision located on the hillside downhill from the April Mountain subdivision. The applicant is Henry Sigg. The purpose this evening is to hear input from the public and the Planning Commission on the proposal and to establish density in compliance with the Sensitive Lands Overlay. Per the requirements of the RD zone and a slope analysis, the Staff has determined that 3.8 units is the allowed density per Code on this site, which is .20 short of the proposed four units. The applicant is allowed a density bonus per the Sensitive Lands Ordinance, provided that he meets three criteria. The first is to preserve open space. The second is to provide public access as shown on the trails master plan. The third is to restore graded wetlands or environmental areas on the site or makes other significant environmental improvements.
Planner Milliner requested input from the Planning Commission on whether the application meets these three criteria.

The Staff requested direction from the Planning Commission regarding the developable land section of the Sensitive Lands Ordinance and whether it is appropriate to transfer .20 units of density from the open space to the developable land. The Staff had calculated that approximately 54,693 square feet of the property is available for development and disturbance. According to the Land Management Code, 25% of the steep slope may be developed.

Planner Milliner noted that the applicant has divided this property into three sections. The first is open space, which is located in the horseshoes of the two switchbacks; the second is recreation open space, which would be the perimeter around the building pad of the property; and the third would be the building pad and disturbance area. The Staff had calculated approximately 72,000 square feet as potential disturbance area, which included the building pads and some of the utility easement areas. The Staff requested input from the Planning Commission regarding this disturbance area. The applicant is proposing a plat note limiting the disturbance of each lot to approximately 13,000, which is close to the 52,00 square feet. The problem is that the requirements of the Code leaves it open as to where the areas are and what would be disturbed or not disturbed.

Planner Milliner outlined the criteria for suitability determination. The first is that the density is compatible with adjacent properties. The lot sizes and building sizes of the adjacent properties are approximate to what would be built on this property. The second criteria is architectural detail, height, building materials, and other design features are compatible with adjacent properties. Planner Milliner stated that the applicant has agreed to limit the maximum height of the buildings to 28 feet above existing grade, which is a significant reduction from the maximum 33 feet currently allowed for a home with a pitched roof in the RD zone. The third criteria is landscaping, screening, and illumination standards. The Staff recommends that the applicant follow the requirement of the Land Management Code.

Planner Milliner commented on additional issues such as water, roads, utilities, trails, and fire protection. This project would receive water from the City system. Regarding roads, the applicant will be working with the City Engineer to bring the portion of the Mellow Mountain Road on the property up to City standards, which would then be dedicated to the City. Planner Milliner referred to trails and noted that the Staff report does not mention that the applicant is proposing a link on the section of the Gamble Oak trail that comes past the water tank and goes on to the street. He is proposing a sidewalk that will run along Mellow Mountain Road and cross over to link into the Gamble Oak section of the trail.

Planner Milliner summarized that the primary issue for discussion is the disturbance area and whether it is appropriate to allow the .20 density bonus or a 5% upgrade.

Henry Sigg, the applicant, distributed copies of his written response to the Staff report. Mr. Sigg stated that he submitted his application in April and after numerous informal sessions and Planning Staff reviews, the pattern was to be consistent with the April Mountain neighborhood since they are surround by the April Mountain neighborhood. Mr. Sigg commented on the height and explained how the lots were laid out with specific building envelopes. Through the sensitive lands review process they were given the open space requirement in terms of where they are contiguous, health and safety issues, and site line concerns. Mr. Sigg presented an exhibit showing the basic lot envelopes compared to the lots in the surrounding neighborhood and April Mountain. The approximately 3/4 acre lot configurations are compared to anything that is 5.58 of an acre to l.4 acres. The condition exists where ROS land is part of the fee title ownership and the building envelope that does not border the ROS is permitted to shift for flexibility.

Mr. Sigg remarked that the calculations presented by Planner Milliner include some of the prior easements that occurred for the benefit of April Mountain and they are outside the scope of any further disturbance he is proposing. Mr. Sigg stated that they created the maximum flexibility for Lots 3 and 4 for design purposes. Each lot has a restricted envelope of 13,000 square feet which is less than what would be allowed after working through the sensitive lands ordinance.

Mr. Sigg commented on the base density argument and noted that they are only seeking a 5% increase in density. The first submittal was a five lot proposal and after working with Staff, it was determined that the dedication of upgraded Mellow Mountain Road to the City was enough to satisfy the bonus requirement. Mr. Sigg summarized that the base density is 5% and they are giving 1.5 acres to open space, aside from what will be created when the ROS is calculated. Mr. Sigg indicated the location of a proposed sidewalk that will run along the south section of Mellow Mountain Road and connect with an existing trail.

Mr. Sigg commented on the difference in his calculations and the numbers presented in the Staff report. He calculates 65,000 square feet of disturbance area for Lots 3 and 4 in anticipation of flexibility. Mr. Sigg stated that he is a strong advocate for keeping the lot sizes as they are for consistency and conformity with the neighborhood and for keeping the formula of building envelope. It eliminates the need for someone in a constraint envelope only lot to create zig zag lines to make patios and other things work in order to use all the square footage. In this case, the envelope can shift within the lot, away from the open space, and the house can be sited in the best location. He felt it also created a better demarcation line for enforcement of ROS.

Mr. Sigg stated that there is agreement with the Staff on plat language for height restrictions and open space allotment and any other plat notes that might be necessary. Mr. Sigg remarked that limiting the lot sizes to the open space creates an ROS parcel within the four lots, and that becomes a separate taxable entity. With his proposal, the ROS areas become components of the lots and taxes on that portion is paid by the property owner.

Mr. Sigg was willing to attach a plat note requiring each individual lot to provide its own storm water detention on site. Mr. Sigg summarized the benefits of this project, noting that the City will get an improved dedicated road, a continuous trail connection in a public right-of-way, and a pedestrian sidewalk where none currently exists, reduced building height, reduced lot area disturbance, and dedicated open space.

Chair O'Hara opened the public hearing.

Rob Schumacher asked if the sidewalk would help improve visibility at that dangerous corner.

Mr. Sigg felt it would depend on where the City would want the crossing. He used a site plan to show the ability to connect to any point within a certain boundary. Mr. Sigg was willing to work with the trails department on the best way to address Mr. Schumacher's concerns about visibility and safety. He noted that the reflector for the turn was on the opposite side of the street.

Chair O'Hara closed the public hearing.

Chair O'Hara understood that the property is a metes and bounds parcel. Mr. Sigg replied that this was correct. Chair O'Hara clarified that in the RD zone, Mr. Sigg could pull a building permit for a duplex with two lock outs and an accessory apartment for a total of five keys. His biggest concern about the density is what could be built on each lot. Chair O'Hara suggested that the Planning Commission take this into consideration and put some type of constraint on each lot for clarification. He asked if Mr. Sigg intended to develop the lots. Mr. Sigg replied that he intends to sell the lots, however he was willing to comply with a plat note with similar conditions to April Mountain.

Chair O'Hara remarked that nightly rentals are not allowed in April Mountain he believed it was not allowed in the Aerie. Planner Milliner confirmed that the Aerie is zoned single family and nightly rentals are not allowed. Chair O'Hara suggested that they examine nightly rentals in the future to discuss whether they would want to restrict nightly rentals. If they choose to allow it, they need to recognize that it would be an island of nightly rentals on the mountain. Mr. Sigg reiterated that he was willing to make it consistent with April Mountain.

Chair O'Hara asked if City Engineer, Eric DeHaan, had provided any input on storm water detention. Planner Milliner believed that Mr. DeHaan had recommended keeping it on site but he would confirm this with Mr. DeHaan.

Commissioner Sletten referred to the lower two lots and understood that whoever builds on those two lots can choose their points of ingress and egress and a portion of the opposite end of the building envelope would be dedicated as ROS. Mr. Sigg replied that a portion does go into ROS because the limit of disturbance on any given lot is only 13,000 square feet. Commissioner Sletten wanted to know how that would be memorialized. Director Putt replied that it would be memorialized with a series of findings of fact. He explained that because duplex uses are allowed in the RD zone and the applicant has stated his willingness to stipulate specific restrictions on the subdivision, it would be beneficial for the Planing Commission to provide specific reasons as to why these limitations would be appropriate.

Commissioner Russack was confused about the trails. He was under the impression that there is a well marked established trail that comes out at the gate on the left and a bootlegged trail around the upper corner. Commissioner Russack asked if Mr. Sigg was proposing to put the sidewalk going downhill to the marked trail. Mr. Sigg replied that the sidewalk would go uphill. Commissioner Russack asked if the lower trail would be disturbed and Mr. Sigg answered no. Commissioner Russack asked if this would be the only stretch of road with a sidewalk. Mr. Sigg replied that he is constrained to the property he owns. Commissioner Russack understood that bikers are discouraged from using sidewalks and he was confused as to why this sidewalk would help safe biking. Director Putt stated that sidewalks are great for pedestrians and small children on bikes. He agreed that sidewalks are primarily a pedestrian device. Mr. Sigg remarked that the sidewalk would give someone the option of getting off the street. Commissioner Russack echoed Chair O'Hara's concerns about restricting development to single family homes. Commissioner Russack asked whether the ingress for the driveway comes from the high side of the lot or the low side. Mr. Sigg stated that if it is put on one side, someone will asked for the other side. That is already happening in April Mountain. Commissioner Russack stated that from a traffic standpoint and visibility, there might be a benefit for all the lots to ingress on the same side of the road. Mr. Sigg remarked that in his experience, most people prefer a down hill home from a driveway perspective.

Commissioner Thomas noted that there was a height restriction but not a maximum square footage for the houses. He pointed out how someone could take 28 feet of height and create a very large footprint, but still stay within the setback requirements. Commission Thomas felt that was a very large footprint for houses in that community. Mr. Sigg believed it was consistent with what is occurring in that community. Commissioner Thomas asked about the maximum house size in Red Cloud. Planner Robinson replied that the maximum house size in Red Cloud was 10,000 square feet but he could not recall the LOD. Commissioner Thomas asked if the far west recreation open space takes into consideration the driveway, the cuts, sloping, and grade accommodations outside the footprint. Mr. Sigg indicated the lot area and the disturbance area within the building pad area, noting that the portion that would go to the public right-of-way is already incorporated. Commissioner Thomas clarified that the driveway and potential grading has been incorporated into the disturbed area. Mr. Sigg replied that this was correct. Given how the recreation open space is configured around the lots, Commissioner Thomas stated that he would be more comfortable if they could establish a limit to the footprint of the house. There are narrow areas between each lot and he worried about the potential for individual houses to malignantly spread to the recreation open space. Mr. Sigg was not opposed to restricting the footprint to a reasonable size.

Commissioner Pettit echoed Commissioner Thomas regarding a limit to the size of the footprint. She understood that the applicant has agreed to limit the areas of disturbance to 13,000 square feet per lot; however the Staff report indicated concern about lot sizes, including the ROS area. Commissioner Pettit requested clarification on the actual size of the lot. Mr. Sigg replied that the lots are approximately three-quarters of an acre and transition from .58 to I to I.3 to 1.2 to 1.4, and to slightly under 1. He believed these numbers were very consistent with the neighborhood. Commissioner Pettit asked Planner Milliner to address the Staff's concern. Planner Milliner noted that Section 15-2.21-6(H)(2) of the Land Management Code states that 25% of the steep slope area may be developed. The definition of developable land is "that portion of a master planned development or cluster development within the sensitive lands overlay that is designated for density." He has issues with the words "designated for density." The lot is designated for density and when he adds up the square footage of each lot it is more than 54,000 square feet. Planner Milliner requested discussion from the Planning Commission as to how they can make this application fit the definition of "area that is designated for density". Using Lot 4 as an example. Not all of lot 4 will be disturbed when the final building is constructed; however under the definition, a significant amount of that lot will be designated for density.

Planner Robinson reviewed the sensitive lands slope analysis/density contained in the Staff report. Based on that analysis, 54,693.25 square feet is determined to be the total developable area. The applicant believes they can put that square footage wherever they want and the Staff argues that the regulations are not saying that. The 30-40% slope category allows 25% of the area to be developed. Planner Robinson stated that the Staff has consistently asked for compliance with the Sensitive Lands Overlay and they still have not seen that compliance. A few months ago they specifically asked Mr. Petty of McNeil Engineering to show them how this proposal meets the 25% developed area and that 75% of the steep slope areas are undeveloped. Planner Robinson remarked that the slope analysis map needs to show that 75% of the slope category must remain open. The Planning Commission has to make a finding that this proposal complies with the Sensitive Lands regulations yet neither the Staff nor the Planning Commission has the necessary information to do that. He reiterated that the applicant was asked for proof of compliance several months ago and to date it has not been provided.

Commissioner Thomas agreed with the Staff that without that analysis it is hard to comprehend this proposal. Commissioner Pettit did not believe the Planning Commission could make the appropriate finding without that information.

Mr. Petty, representing McNeil Engineering, understood that if you do a slope analysis on a developed site, group it together and total it up; that total is the land you can develop. Planner Robinson reported that he had this discussion with former Planner Dave Maloney and Mr. Petty. Mr. Petty was told a few months ago that his assumption is not consistent with how the code reads. The Code states very specifically that 75% of the slope category must remain open. Mr. Petty wanted to know when this interpretation changed because it was approved differently with April Mountain. Planner Robinson replied that the interpretation has never changed and the language has never changed. He could not say whether prior staff, planning commissioners, and applicants read it differently or glossed over it for April Mountain, but he stands by what the Code says. Planner Robinson noted that he was very specific with Mr. Petty in their earlier discussions and during that discussion they read Mr. Petty the specific language. Director Putt read from the Sensitive Area Overlay Zone, Section (H) Open Space and Density, "Delineated portions of sites with steep slopes greater than 15% but less or equal to 40%. In addition to the specific development regulations set forth above, the following regulations apply: 1) open space. 75% of the steep slope area must remain as open space. 2) developable land. 25% of the steep slope area may be developed in accordance with the underlying zoning subject to the following conditions...". Director Putt noted that the language continues to talk about maximum density, location of developable land, density transfers, site suitability determination, etc.

Chair O'Hara stated that he is always concerned about setting a precedent; however there are times when it is appropriate to say they made a mistake and want to make sure they are clear on how to handle situations in the future. Chair O'Hara suggested that they review the minutes from the Lookout project because he recalled a discussion about achieving better planning by manipulating some of the definitions. Mr. Sigg encouraged the Planning Commission to look at some of the other entitlements outside of the purview of his projects. He suggested that they look also at Canyon Crossing and April Mountain.

Chair O'Hara stated that the Planning Commission could have misunderstood the intent of the Code for other projects and memorialized it. For this reason, they need to look at what was previously done and correct a wrong if necessary. If the Planning Commission determines that they were right, they can move forward.

Director Putt felt it was important for the Planning Commission to wait until all the necessary information is compiled so the Staff can provide a complete package for their discussion.

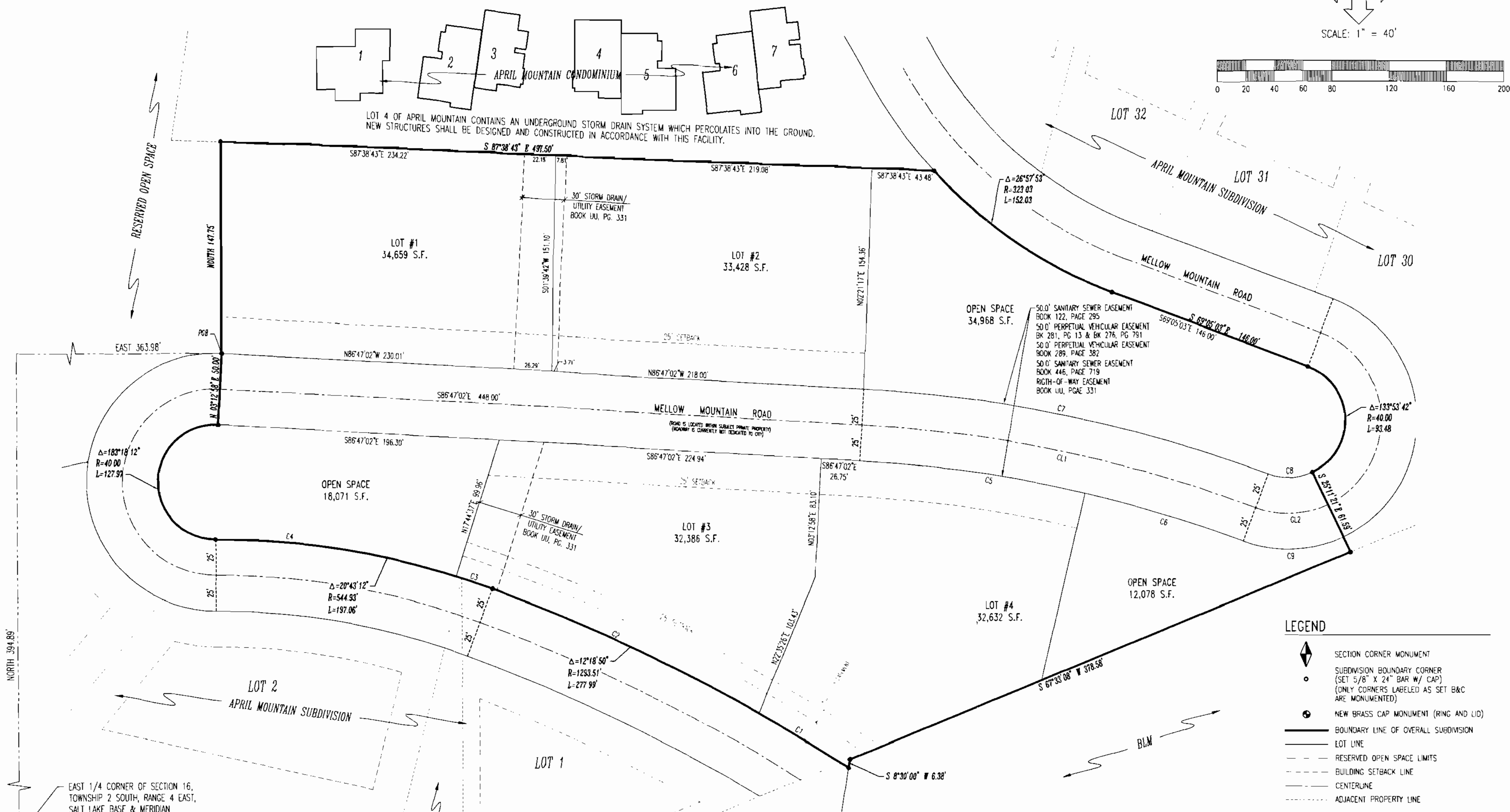
Commissioner Wintzer stated that he walks that area every day and it is a dangerous corner. He encouraged them to look at the safety issues. Commissioner Wintzer was unsure if the sidewalk would be used and he hated to disturb the ground for a sidewalk that was never used. Commissioner Wintzer felt this neighborhood was part of Sunnyside and not April Mountain. Compared from below, you will be able to see more of Sunnyside. He believed the mass of these houses should fit the mass of the houses in Sunnyside more than April Mountain. He suggested that they look at the zoning and restrictions in Sunnyside for comparison. Mr. Sigg noted that this property is bounded by April Mountain on all sides and not Sunnyside. Commissioner Wintzer agreed but he felt it was easier to make the visual sight line to Sunnyside going up Deer Valley Drive. Mr. Sigg stated that a house on Lot 1 and Lot 3 at April Mountain provides a sense of scale and mass in terms of transition.

Chair O'Hara shared the concern about piecemeal open space between the lots, however he believes there are times when those small slivers will get used. Commissioner Wintzer viewed those narrow pieces of open space as a benefit to the lot owner rather than for people walking through. He was unsure if it met his definition of open space but he had no interest in changing them. Director Putt recommended that the Planning Commission and the applicant come up with a different designation than restricted open space. Many people would read that acronym as an ROS zone line and it is important to make that distinction.

The Park City Planning Commission meeting adjourned at 9:15 p.m.

MELLOW MOUNTAIN ESTATES SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN



LEGEND

- SECTION CORNER MONUMENT
- SUBDIVISION BOUNDARY CORNER (SET 5/8" X 24" BAR W/ CAP) (ONLY CORNERS LABELED AS SET B&C ARE MONUMENTED)
- NEW BRASS CAP MONUMENT (RING AND LID)
- BOUNDARY LINE OF OVERALL SUBDIVISION
- LOT LINE
- RESERVED OPEN SPACE LIMITS
- BUILDING SETBACK LINE
- CENTERLINE
- ADJACENT PROPERTY LINE

PLAT STIPULATIONS:

1. THE MAXIMUM HOUSE SQUARE FOOTAGE SHALL NOT EXCEED 7,200 SQ. FT.
2. NO NIGHTLY RENTALS SHALL BE ALLOWED.
3. NO ACCESSORY APARTMENTS SHALL BE ALLOWED.
4. DISTURBANCE LIMITS SHALL NOT EXCEED 10,360 SQUARE FEET ON ANY LOT.

CENTERLINE CURVE DATA

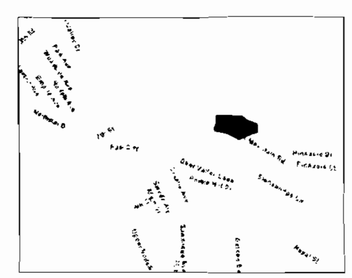
CURVE	DELTA	RADIUS	LENGTH
CL1	17°25'00"	927.07'	281.81'
CL2	45°49'19"	65.00'	51.98'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH
C1	3°13'27"	1293.51'	72.79'
C2	9°05'23"	1293.51'	205.21'
C3	2°47'56"	544.93'	26.62'
C4	17°55'16"	544.93'	170.44'
C5	10°05'29"	902.07'	155.88'
C6	7°19'31"	902.07'	115.33'
C7	17°25'00"	952.07'	289.41'
C8	45°49'19"	40.00'	31.99'
C9	45°49'19"	90.00'	71.98'

NOTES:

1. A LANDSCAPE PLAN SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL FOR EACH SINGLE LOT PRIOR TO BUILDING PERMIT ISSUANCE. A LANDSCAPE PLAN SHALL BE REQUIRED AT THE TIME OF SUBMITTAL OF CONDITIONAL USE PERMIT FOR THE MULTI-FAMILY LOT, AND A FINAL LANDSCAPE PLAN FOR THE CONDOMINIUMS SHALL BE APPROVED BY THE CITY PRIOR TO ISSUANCE OF A FOOTING AND FOUNDATION PERMIT.
2. EXTERIOR LIGHTING SHALL CONFORM TO REQUIREMENTS OF THE CITY'S LIGHTING ORDINANCE.
3. ALL CONSTRUCTION ON LOTS IS SUBJECT TO REVIEW AND APPROVAL, BY THE PARK CITY COMMUNITY DEVELOPMENT DEPARTMENT OF A LIMITS OF DISTURBANCE PLAN AND A VEGETATION PLAN, AS PART OF THE SPECIFIC BUILDING PERMIT APPLICATION.
4. MODIFIED 13-D RESIDENTIAL FIRE SPRINKLERS ARE REQUIRED INCLUDING UNDER THE BUILDING EAVES
5. NO WOOD ROOFING INCLUDING SHAKES IS PERMITTED.
6. NO DRIVEWAYS SHALL BE SHARED BETWEEN LOTS.
7. ALL DRIVEWAYS SHALL MEET CITY REQUIREMENTS INCLUDING THEY SHALL NOT EXCEED 14% SLOPE, RETAINING WALLS OVER 4' HIGH SHALL BE ENGINEERED BY A LICENSED ENGINEER AND ANY OTHER STANDARDS.
8. A 25' DISTANCE FROM THE BUILDING SHALL BE MAINTAINED AS DEFENSEABLE AREA.
9. NO REVEGETATION SHALL BE ALLOWED IN ROS/NON-DISTURBED AREAS
10. ALL BUILINDGS SHALL REQUIRE AN APPROVED STORM DRAINAGE PLAN WITH DETENTION REQUIRED.



VICINITY MAP

PREPARED BY:
McNEIL ENGINEERING AND LAND SURVEYING, L.C.
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
6695 SOUTH 900 EAST, S.L.C., UT 84121
(801) 255-7700

SURVEYOR'S CERTIFICATE

I, Kenneth A. Petty do hereby certify that I am a Licensed Professional Land Surveyor, and that I hold Certificate No. 362254 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this Plat and described below, and have subdivided said tract of land into lots and streets hereafter to be known as:

MELLOW MOUNTAIN ESTATES SUBDIVISION

and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet minimum area, width and frontage requirements of the applicable zoning ordinance.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND DESCRIBED AS. BEGINNING AT A POINT THAT IS NORTH 394.89 FEET AND EAST 363.98 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 147.75 FEET; THENCE SOUTH 87°38'43" EAST 497.50 FEET TO A POINT ON A 323.03 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 47°52'50" EAST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 152.03 FEET THRU A CENTRAL ANGLE OF 26°57'53" TO A POINT OF TANGENCY; THENCE SOUTH 69°05'03" EAST 146.00 FEET TO A POINT ON A 40.00 FEET RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 20°54'57" WEST); THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 93.48 FEET THRU A CENTRAL ANGLE OF 133°53'42"; THENCE SOUTH 25°11'21" EAST 61.60 FEET; THENCE SOUTH 67°33'08" WEST 378.58 FEET, THENCE SOUTH 8°30'00" WEST 6.38 FEET TO A POINT ON A 1293.51 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS 32°57'50" WEST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 277.99 FEET THRU A CENTRAL ANGLE OF 12°18'50" TO A POINT ON A 544.93 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS SOUTH 20°37'58" WEST), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 197.06 FEET THRU A CENTRAL ANGLE OF 20°43'12" TO A POINT ON A 40.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT (CENTER BEARS NORTH 0°05'14" WEST), THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE 127.97 FEET THRU A CENTRAL ANGLE OF 183°18'12", THENCE NORTH 3°12'58" EAST 50.00 FEET TO THE POINT OF BEGINNING.

PROFESSIONAL LAND SURVEYOR No. 362254 KENNETH A. PETTY STATE OF UTAH

DATE

KENNETH A. PETTY
LICENSE NO. 362254

OWNER'S DEDICATION

know all men by these presents that ______________, the ______________ undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

MELLOW MOUNTAIN ESTATES SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. In witness whereby ______________ have hereunto set ______________ this ________ day of ___________ A.D., 20___.

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
Summit County

On the ________day of__________, A.D. 20__, ______________________ personally appeared before me, the undersigned Notary Public, in and for said County of Summit County in said State of Utah, who being by me duly sworn, acknowledge to me that he signed the foregoing Consent to Dedicate on behalf of ______________________

MY COMMISSION EXPIRES: ______________________

NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
Summit County

On the ________day of__________, A.D. 20__, ______________________ personally appeared before me, the undersigned Notary Public, in and for said County of Summit County in said State of Utah, who being by me duly sworn, acknowledge to me that he signed the foregoing Consent to Dedicate on behalf of ______________________

MY COMMISSION EXPIRES: ______________________

NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY

MELLOW MOUNTAIN ESTATES SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN

PARK CITY COUNCIL

APPROVED BY THE PARK CITY COUNCIL ON THIS _____ DAY OF _______________ A.D. 20 ___

PARK CITY MAYOR

PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____________ A.D. 20__

CHAIRMAN

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION IMPROVEMENT DISTRICT STANDARDS ON THIS ______ DAY OF ______________ A.D., 20 _____

S.B.W.R.D.

PARK CITY ENGINEER

I, ______________________, PARK CITY ENGINEER HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE

DATE CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS ______________ DAY OF ______________________ A.D., 20_____

PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY THE PARK CITY COUNCIL THIS ______ DAY OF __________________ 20 ___ A.D.

BY ______________________
PARK CITY RECORDER

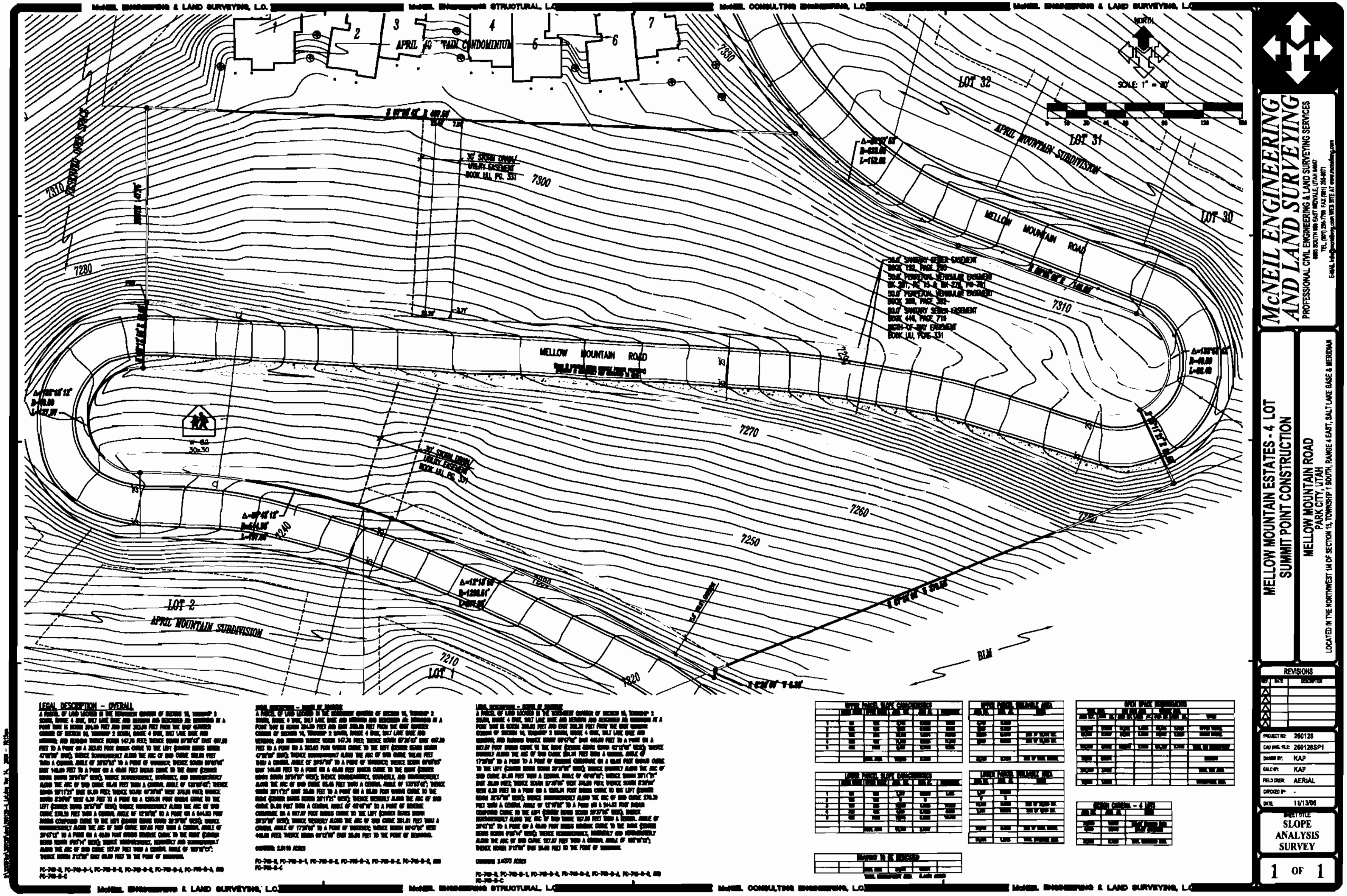
RECORDED

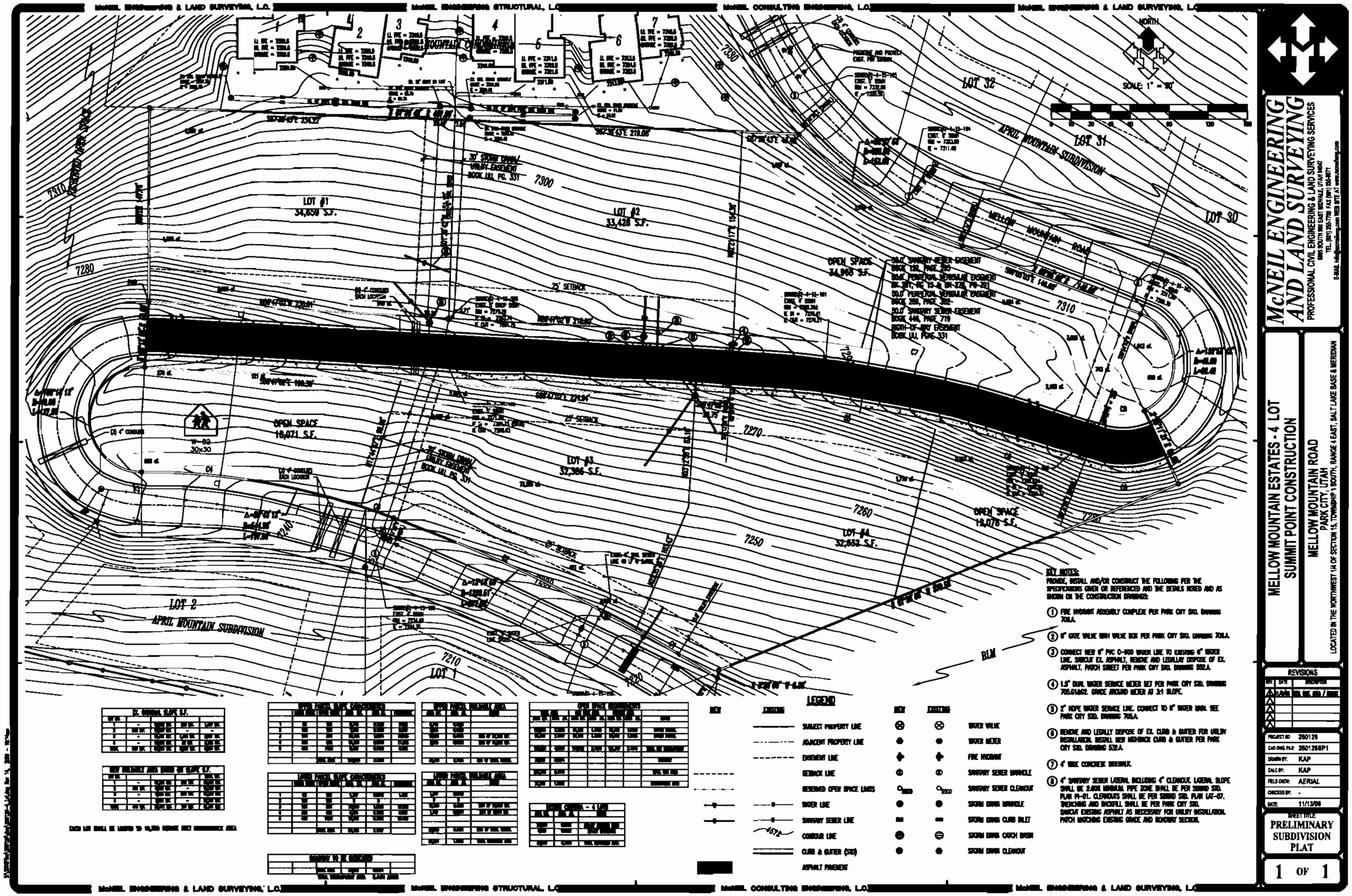
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ______________

BOOK PAGE DATE TIME

FEE $ SUMMIT COUNTY RECORDER

2601685P1


McNEIL ENGINEERING AND LAND SURVEYING
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
MELLOW MOUNTAIN ESTATES - 4 LOT
SUMMIT POINT CONSTRUCTION
MELLOW MOUNTAIN ROAD
PARK CITY, UTAH
LOCATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
REVISIONS
PROJECT NO: 260128
CAD DWG FILE: 260128SP1
DRAWN BY: KAP
CALC BY: KAP
FIELD CREW: AERIAL
DATE: 11/13/06
SHEET TITLE:
SLOPE ANALYSIS SURVEY
1 OF 1
NORTH
SCALE: 1" = 30'
LOT 32
LOT 31
LOT 30
LOT 2
LOT 1
APRIL MOUNTAIN SUBDIVISION
MELLOW MOUNTAIN ROAD
30' STORM DRAIN/ UTILITY EASEMENT BOOK LLL PG. 331
BLM
7330
7310
7300
7280
7270
7260
7250
7240
7220
7210
LEGAL DESCRIPTION - OVERALL


McNEIL ENGINEERING AND LAND SURVEYING
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
MELLOW MOUNTAIN ESTATES - 4 LOT
SUMMIT POINT CONSTRUCTION
MELLOW MOUNTAIN ROAD
PARK CITY, UTAH
PRELIMINARY SUBDIVISION PLAT
1 OF 1
NORTH
SCALE: 1" = 30'
LOT #1
34,859 S.F.
LOT #2
33,428 S.F.
LOT #3
32,366 S.F.
LOT #4
32,853 S.F.
OPEN SPACE
34,968 S.F.
OPEN SPACE
18,071 S.F.
OPEN SPACE
19,078 S.F.
LOT 32
LOT 31
LOT 30
LOT 2
LOT 1
APRIL MOUNTAIN SUBDIVISION
MELLOW MOUNTAIN ROAD
25' SETBACK
30' STORM DRAIN/ UTILITY EASEMENT BOOK 181, PG. 331
W-82 30x30
BLM
KEY NOTES:
LEGEND
NEW
EXISTING
SUBJECT PROPERTY LINE
ADJACENT PROPERTY LINE
EASEMENT LINE
SETBACK LINE
RESERVED OPEN SPACE LIMITS
WATER LINE
SANITARY SEWER LINE
CONTOUR LINE
CURB & GUTTER (STD)
ASPHALT PAVEMENT
WATER VALVE
WATER METER
FIRE HYDRANT
SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
STORM DRAIN MANHOLE
STORM DRAIN CURB INLET
STORM DRAIN CATCH BASIN
STORM DRAIN CLEANOUT
REVISIONS
KAP
AERIAL
11/13/06

Ordinance No. 07-

AN ORDINANCE APPROVING THE MELLOW MOUNTAIN ESTATES SUBDIVISION LOCATED AT 940 MELLOW MOUNTAIN ROAD, PARK CITY, UTAH

WHEREAS, the owner of the property known as the Mellow Mountain Estates Subdivision, has petitioned the City Council for approval of a subdivision; and

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

WHEREAS, on December 13, 2006 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 January 11, 2007 the City Council held a public hearing on the proposed plat amendment and voted to approve the application; and

WHEREAS, the proposed plat amendment allows the property owner to subdivide a metes and bounds parcel into 4 lots of record; and

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

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as Findings of Fact:

1. The property is located in the RD, Residential Development, zoning district and is addressed at 940 Mellow Mountain Road. Single family dwellings are an allowed use in the RD zoning district.
2. The property consists of 5.4 acres with access from Mellow Mountain Road.
3. The property is located within the Sensitive Lands Overlay subject to the Sensitive Lands Overlay Ordinance, Section 15-2.21 of the Land Management Code.
4. On October 11, 2006, the Planning Commission conducted a public hearing and discussed the item. The public meeting was closed at that meeting.
5. The applicant has submitted a preliminary fire protection plan to address fire and emergency access.
6. The subdivision plat creates 4 lots of record and dedicates 53,039 square feet of land as open space.
7. Lots range in size from 32,386 square feet to 34,659 square feet.
8. Each lot is restricted to one single family dwelling unit.

9. The Gambel Oak trail runs through the proposed subdivision. The trail connects to Mellow Mountain Road on the west portion of the property at the first switch back and the trail is reconnected on the east side of the property at the second switchback.
10. The proposed density of 4 units for this 5.4 acre site (0.94 units per acre) is appropriate and the site is suitable for this density based on the conditions as outlined in LMC Section 15-2.21-5. The base density for the site is 3.8 units.
11. Per LMC 15-2.21-3(K), the Planning Commission may grant a 20% density bonus on a property. Based on the criteria cited in LMC Section 15-2.21-3(K), the Planning Commission grants the additional density. With the bonus the applicants density is 4 units.
12. The applicant has agreed to designate a total of 53,039 square feet of land as Open Space land. The open space land is concentrated at the corners of the switchbacks and will be dedicated to the City.
13. Access to the Gambel Oak trail will be maintained via Mellow Mountain Road. No new public access points have been proposed. Additionally, the applicant proposes to construct a link trail along Mellow Mountain Road that would link the existing Gambel Oak trail as it exits from the west switch back on Mellow Mountain Road and continues near the east switchback.
14. Staff has found no significant degraded wetlands on site. There are no other environmental issues such as mine waste or the like on site, the applicant has indicated that he will stipulate to any reasonable conditions placed on the property.
15. LMC section 15-2.21-4(H) states that 25% of a steep slope may be developed.
16. There are 41,471 square feet of property available for development . This amount is less than 25% of the total steep slope property.
17. Each lot will be limited to a maximum disturbance of 10,360 square feet.
18. The required height limit in the RD zone is 28 feet above existing grade plus a 5 foot exception for homes with a pitched roof.
19. The applicant is proposing to limit the height of the 4 homes to 28 feet above existing grade, including pitched roofs.
20. No remnant lots will be created as a result of this subdivision.
21. All existing and proposed utilities, access drives, sidewalks, trails, public and circulation areas for emergency vehicles will be located within approved easements to be reviewed and approved by the City Engineer prior to plat recordation.

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

1. There is good cause for this final subdivision plat.
2. The final subdivision plat is consistent with the Park City Land Management Code, the General Plan, and applicable State law regarding subdivision plats.
3. Neither the public nor any person will be materially injured by the proposed final subdivision plat.
4. Approval of this final subdivision plat, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. City Attorney and City Engineer review and approval of the final form and content of the final subdivision plat for compliance with State law, the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. The applicant will record the final subdivision plat at Summit County within one year of the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. Approval of a construction mitigation plan is a condition precedent to the issuance of building permits for the Mellow Mountain Estates Subdivision. The construction mitigation plan shall include a re-vegetation plan for re-vegetation of all disturbed areas that remain after utility, road, and trail construction.
4. A financial guarantee for public improvements in a form acceptable to the City Attorney and in an amount acceptable to the City Engineer shall be in place as a condition precedent to plat recordation and issuance of building permits.
5. The portion of Mellow Mountain Road on the property shall be dedicated to Park City and completely reconstructed to City standards by the applicant as part of this application.
6. As a condition precedent to plat recordation the City Engineer shall have approved the final utility plans, including the storm water detention plans.
7. As a condition precedent to issuance of any building permits, the Chief Building Official must conduct a final assessment and grant approval of the fire protection plan.
8. The open space property located on the interior of either switch back and at the south eastern corner shall be deeded to the City upon recordation of the plat.
9. A note shall be added to the plat indicating that the maximum disturbance area for each lot is 10,360 square feet. This disturbance area includes driveways, building footprints, and landscaping.
10. A note shall be added to the plat stating that only single family houses may be developed on the lots.
11. A note shall be added to the plat limiting the square footage of each home to 7,200 square feet.
12. All standard project conditions shall apply to this development.
13. The height of the 4 homes shall be limited to 28 feet above existing grade, including pitched roofs.

14. No nightly rentals shall be allowed.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 11th day of January 2007.


SNOW PARK LODGE
RECEIVED
APR 14 2006
PARK CITY
PLANNING DEPT.

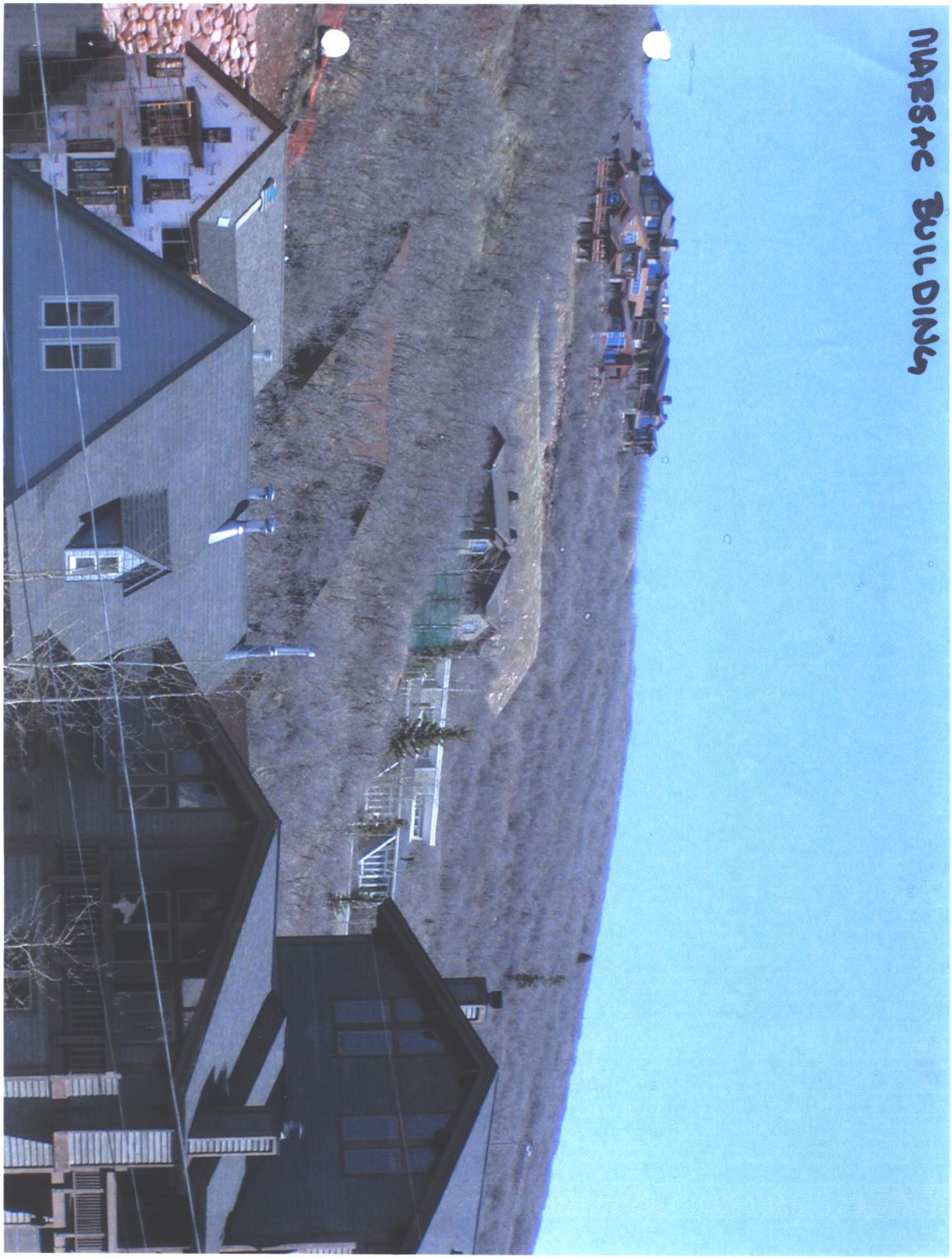
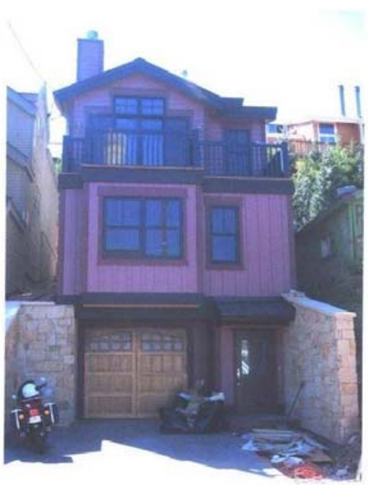

MARSAC BUILDING

Exhibit C – Photograph of existing home at 239 Woodside

Existing Home at 239 Woodside

Neighboring Home



Home built on Lot 1 of Totora Replat

CITY COUNCIL
Staff Report

PLANNING DEPARTMENT

Author:	**Ray Milliner**
Subject:	**The Cove at Eagle Mountain Phase II**
Date:	**January 11, 2007**
Type of Item:	**Administrative - Record of Survey Amendment**

RECOMMENDATION: Staff requests that the City Council review the proposed record of survey amendment to the Second Amended The Cove at Eagle Mountain Phase II, conduct a public hearing and approve it according to the findings of fact, conclusions of law, and conditions of approval outlined in the attached ordinance.

DESCRIPTION

Project Name:	Second Amended The Cove at Eagle Mountain Phase II
Applicant:	Nancy Rossman
Representative:	Michael Watts
Location:	East of Eagle Cove Drive
Zone:	Residential Density (RD)

BACKGROUND

On January 5, 2005 the applicant submitted a complete application for an amendment to The Cove at Eagle Mountain Phase II record of survey. The application amends the subdivision to accommodate two duplexes (four units) in the Wilburn West parcel that was annexed into the City on October 19, 2006. The annexation has been signed, and was recorded on November 14, 2006. The annexation property is approximately 40 acres in size, with 35 acres designated as open space and the remaining 5 as developable land.

The parcel is located between the Cove Phase II condominiums (Last Sun) and the City owned open space in Round Valley. Access to the property is proposed from existing Eagle Cove Drive. The purpose of a Planned Unit Development (PUD) record of survey plat is to identify private, limited common and common areas within the project. Recordation of a record of survey plat enables the owner to sell individual PUD units.

ANALYSIS

The purpose of the application is to condominiumize the property to allow the owner to sell the units individually. The applicant has designed the four units (two duplexes) to match those in the Eagle Mountain Subdivision. Each unit will be approximately 5,000 square feet in size and no taller than 33 feet above existing grade. There is good cause for the application as the plat will delineate ownership of each unit and allow the sale of each according to the requirements of state law. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code.

Access to the property will be from a private drive off of Eagle Cove Drive. All maintenance of this drive will be the responsibility of the applicant. The property is zoned Residential Density, and is subject to the requirements of LMC Chapter 15-2.13. The plat is consistent with the Wilburn West annexation, in terms of size and location of the buildings, proposed uses, and required parking. This application meets the requisite subdivision requirements of Title 15-7 of the Park City Municipal Code. All conditions of approval of the Wilburn West annexation agreement approved by the City Council on October 19, 2006 continue to apply. The proposed duplexes are setback at least 20 feet from the front property line, 12 feet from the side and 15 in the rear.

During the review of the annexation application, the Commission directed the applicant to conduct a geotechnical study of the proposed building pads on the property, as this area is known for the instability of the soil. The applicant conducted the survey that concluded the site design was located within an unstable area. Subsequently, the applicant redesigned the site plan, moving the proposed development outside of the unstable area and reduced the number of units proposed from 6 to 4 (2 duplex structures). The Commission then found that the proposed unit number and configuration was consistent with the findings of the geotechnical study and approved the annexation. This PUD application is consistent with the redesigned plan.

DEPARTMENT REVIEW
This request was discussed at a Staff Review Meeting on November 14, 2006, where representatives from local utilities and City Staff were in attendance. No additional issues or concerns were identified.

ALTERNATIVES
1. The Planning Commission may forward a positive recommendation to the City Council for the Record of Survey Plat for the Second Amended The Cove at Eagle Mountain Phase II as conditioned, or
2. The Planning Commission may forward a recommendation for denial of the Record of Survey Plat for the Second Amended The Cove at Eagle Mountain Phase II and direct staff to make Findings for this decision, or
3. The Planning Commission may continue the discussion on the Second Amended The Cove at Eagle Mountain Phase II.

SIGNIFICANT IMPACTS
There are no significant fiscal or environmental impacts from this application. The property was redesigned from its original configuration to

NOTICE
The property was posted and notice was mailed to property owners within 300 feet on September 20, 2006. Legal notice was also put in the Park Record. A letter of objection was received and is attached as Exhibit C.

RECOMMENDATION
Staff requests that the City Council review the proposed record of survey amendment to the Second Amended The Cove at Eagle Mountain Phase II, conduct a public hearing

and approve it according to the findings of fact, conclusions of law, and conditions of approval outlined in the attached ordinance.

EXHIBITS
Exhibit A – Proposed Ordinance
Exhibit B – Proposed Record of Survey plat
Exhibit C – Letter of Objection

Ordinance No. 06-

AN ORDINANCE APPROVING A RECORD OF SURVEY PLAT FOR THE SECOND AMENDED THE COVE AT EAGLE MOUNTAIN PHASE II, LOCATED IN THE WILBURN WEST ANNEXATION PARCEL, PARK CITY UTAH

WHEREAS, the owner of the property known as the Second Amended The Cove at Eagle Mountain Phase II, has petitioned the City Council for approval of the record of survey; and

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

WHEREAS, on December 13, 2006 the Planning Commission held a public hearing to receive public input on the proposed amended record of survey and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on January 11, 2007 the City Council held a public hearing on the proposed amended record of survey; and

WHEREAS, the proposed record of survey plat allows the property owner to create an 4 unit condominium project; and

WHEREAS, it is in the best interest of Park City Utah to approve the record of survey.

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

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

1. The property is located in the Wilburn West parcel, accessed from Eagle Cove Drive.
2. The annexation petition for the Wilburn West property was approved by the City Council on October 19, 2006.
3. The Wilburn West annexation was recorded at the County Recorder office on November 14, 2006.
4. The property is located within the Residential Density (RD) zone, and is currently vacant.
5. The RD zone is characterized by a variety of residential uses, both multi-unit and single family.
6. The applicant is proposing two duplex buildings on the property for a total of 4 units.
7. Each unit will be approximately 5,000 square feet in size and no taller than 33 feet above existing grade.
8. The plat is consistent with the Wilburn West annexation, in terms of size and

location of the buildings, proposed uses, and required parking.

9. The required setbacks for a building in the RD zone are 20 feet in the front, 12 feet on the sides and 15 feet in the rear.
10. The proposed duplexes are setback at least 20 feet from the front property line, 12 feet from the side and 15 in the rear.
11. Access to the property will be from a private drive off of Eagle Cove Drive.

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

1. There is good cause for this Record of Survey.
2. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Record of Survey, as conditioned.
4. Approval of the Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, as a condition subsequent to plat recordation.
2. The City Attorney will review and approve the final form of the CCR's, as a condition subsequent to plat recordation.
3. The applicant will record the Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
4. All conditions from the October 19, 2006 annexation agreement continue to apply.
5. A financial guarantee for public improvements, in an amount approved by the City Engineer and in a form approved by the City Attorney, shall be submitted prior to plat recordation.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 11th day of January, 2007.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That The Cove At Eagle Mountain, L.L.C., a Utah Limited Liability Company, the owner of the herein described tract of land, hereby causes the same to be divided into lots and private streets, as set forth in the herein plat, hereafter to be known as The First Amended The Cove At Eagle Mountain – Phase II, A Planned Unit Development subject to the declaration of covenants, conditions, restrictions and reservation of easements for The Cove At Eagle Mountain, recorded in the offices of the County Recorder of Summit County, Utah, as Entry # 592909 on July 9, 2001.

Dated this ____ day of ________, 2006.

THE COVE AT EAGLE MOUNTAIN, L.L.C., a Utah Limited Liability Company

____

Nancy A. Roseman, Manager

ACKNOWLEDGMENT

State of
County of

On the ____ day of ________, 2006, personally appeared before me, Nancy A. Roseman who, being by me duly sworn, did say that she is Manager of The Cove At Eagle Mountain, L.L.C., a Utah Limited Liability Company and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said The Cove At Eagle Mountain, L.L.C. and said Nancy A. Roseman duly acknowledged that said Company executed the same.

Notary Public ______________________ My commission expires

OWNER'S DEDICATION AND CONSENT TO RECORD

The Cove At Eagle Mountain Homeowners Association hereby consents to the recording of this First Amended Record of Survey Map for The Cove at Eagle Mountain – Phase II. The officer signing this plat represents that the amendment has received approval from the Board of Directors of The Cove at Eagle Mountain Homeowners Association, Inc.

Dated this ____ day of ________, 2006.

THE COVE AT EAGLE MOUNTAIN, L.L.C., a Utah Limited Liability Company

____

Nancy A. Roseman, Manager

ACKNOWLEDGMENT

State of
County of

On the ____ day of ________, 2006, personally appeared before me, Nancy A. Roseman who, being by me duly sworn, did say that she is the President of The Cove At Eagle Mountain Homeowners Association, Inc. and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of The Cove At Eagle Mountain Homeowners Association, Inc. and said Nancy A. Roseman duly acknowledged that said Company executed the same.

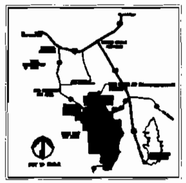
Notary Public ______________________ My commission expires

GENERAL NOTES:

1. A Declaration of Covenants and Restrictions has been recorded in Book 991 at Pages 746–805 in the offices of the Summit County Recorder.
2. The Cove at Eagle Mountain Homeowners Association is responsible for the maintenance of all "COMMON" Sanitary Sewer Laterals, and Common Areas including Gallivan Loop and Gallivan Court.
3. All common areas are subject to a non-exclusive Public Utility Easement for the purpose of providing access for utility installation, use, and maintenance and eventual replacement.
4. The Common Area includes all real property and improvements within the Property, other than the Lots and Dwellings, including without limitation, all landscaped areas, and private roadways and walkways, all of which shall be owned by Eagle Mountain Owners Association, Inc. (the "Association") for the common use and enjoyment of all Owners.
5. Rights of an individual Owner to portions of the Common Area consist of (1) an exclusive easement to accommodate the projection of eaves and other structural components of a dwelling into the Common Area; (2) an exclusive easement for the use of any balcony, patio, deck or driveway appurtenant to a Dwelling; (3) an exclusive easement for the use and enjoyment of all private walkways, if any, between the residential and garage portions of each Owner's dwelling.
6. The common area is Master Planned open space and is not to be sold separately.
7. Utility Easements are dedicated over, under and between each dwelling unit for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, cable television, and other utility lines and services.
8. The maximum floor area per dwelling unit, in units 70 – 111 is 4500 square feet. (A 600 square foot garage allowance can be added for a maximum total of 5100 square feet.) The maximum floor area per dwelling unit, in units 112 – 115 is 5000 square feet. (A 600 square foot garage allowance can be added for a maximum total of 5600 square feet.)
9. No fencing is allowed to be installed other than patio fencing.
10. In conjunction with AGRA Earth & Environmental, Inc.'s (AGRA) 1994 geotechnical study, three landslides were identified in this platted area. These landslides had been recognized in previous geologic studies by the Utah Geological Mineral Survey (GE and Lund, 1984). Studies indicate that the slides are more than 5,000 years old, and have been subsequently inactive. So as not to create conditions which could remotely re-activate the landslides, very specific design geotechnical parameters pertaining to grading and subdrains have been incorporated into the development drawings. In addition, stringent site observations and testing have been performed so that these design recommendations are in fact incorporated into the development. Park City has not been a party to these observations or tests and does not warrant the effectiveness of the remedial parameters, if any.
11. A driveway is allowed on the thirty foot (30') Easement. However, no retaining walls or snow melt system is allowed within the easement.
12. Due to the addition of Units 112–115, at the time of plat recordation there are no private wastewater lateral stubs for these Units. A new lateral for each unit will be required to be installed from the existing wastewater main line in Eagle Cove Drive.

AMENDMENT NOTES:

1. The purpose of this amendment plat is to show new units 112–115. Additional area shown is open space.
2. This Second Amended Plat of The Cove at Eagle Mountain Phase II is part of, along with The Cove at Eagle Mountain Phase I ("Phase I"), The Eagle Mountain Owners Association, Inc. and subject to that certain Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements, as amended (the "Declaration"). Consistent with Phase I and pursuant to the Declaration, the driveways, as constructed and described in the Declaration, shall be Restricted Common Area. All Common Areas in Phase II shall be treated as set forth in the Declaration.
3. Landslide area was determined by Gordon Spilker Huber Geotechnical Consultants, Inc. in a Geotechnical Report dated April 2006.



VICINITY MAP

LOT #	AREA (SQ. FT.)	ADDRESS	LOT #	AREA (SQ. FT.)	ADDRESS
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.81	S82°01'48"E
L2	17.01	S82°01'48"E
L3	33.00	S27°08'12"W
L4	12.00	S27°08'12"W
L5	28.64	S27°08'12"W
L6	28.64	S27°08'12"W
L7	28.64	S27°08'12"W
L8	13.66	N84°23'17"E
L9	22.82	N42°16'15"E
L10	1.64	N81°33'30"E
L11	30.45	N81°33'30"E
L12	32.00	S88°28'25"E
L13	43.38	[illegible]
L14	43.40	[illegible]
L15	33.00	N80°12'51"E
L16	12.00	N80°12'51"E
L17	40.00	[illegible]
L18	40.00	[illegible]
L19	19.95	S81°33'30"W

LEGAL DESCRIPTION

A parcel of land located in the South Half of Section 33, Township 1 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Northwest Corner of The Cove at Eagle Mountain, Phase I, a Planned Unit Development, recorded April–29–97 as Entry No.477782 at the Summit County, Utah Recorder's Office, said point being North 89°41'58" West 245.00 feet and North 100.14 feet and North 33°22'09" East 681.23 feet from the South Quarter Corner of Section 33, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°41'58" West between said South Quarter Corner and the Southwest Corner of said Section 33); and running thence North 33°22'09" East 831.11 feet; thence South 88°40'25" East 758.71 feet; thence South 00°06'11" East 4.75 feet; thence South 89°29'17" East 1329.70 feet; thence south 00°15'29" West 1324.89 feet to the Southeast Corner of said Section 33; thence North 89°51'39" West along the South Section Line 1393.28 feet to the Southeast Corner of said The Cove of Eagle Mountain, Phase I, P.U.D.; thence along the Easterly and Northerly Line of said The Cove at Eagle Mountain, Phase I, P.U.D. the following eight (8) courses: 1) thence North 62°51'48" West 83.11 feet to a point of curvature of a 287.00 foot radius curve to the right, the center of which bears North 27°08'12" East; 2) thence Northwesterly along the arc of said curve 154.14 feet through a central angle of 33°04'39"; 3) thence North 29°47'09" West 531.88 feet; 4) thence South 60°12'51" West 88.00 feet; 5) thence North 29°47'09" West 103.33 feet to a point of curvature of a 242.00 foot radius curve to the left, the center of which bears South 60°12'51" West; 6) thence Westerly along the arc of said curve 366.58 feet through a central angle of 86°47'08"; 7) thence South 63°25'43" West 134.60 feet to a point of curvature of a 533.00 foot radius curve to the right, the center of which bears North 26°34'17" West; 8) thence Southwesterly along the arc of said curve 159.21 feet through a central angle of 17°06'54" to the point of beginning.

Containing 60.41 acres more or less.

SURVEYOR'S CERTIFICATE:

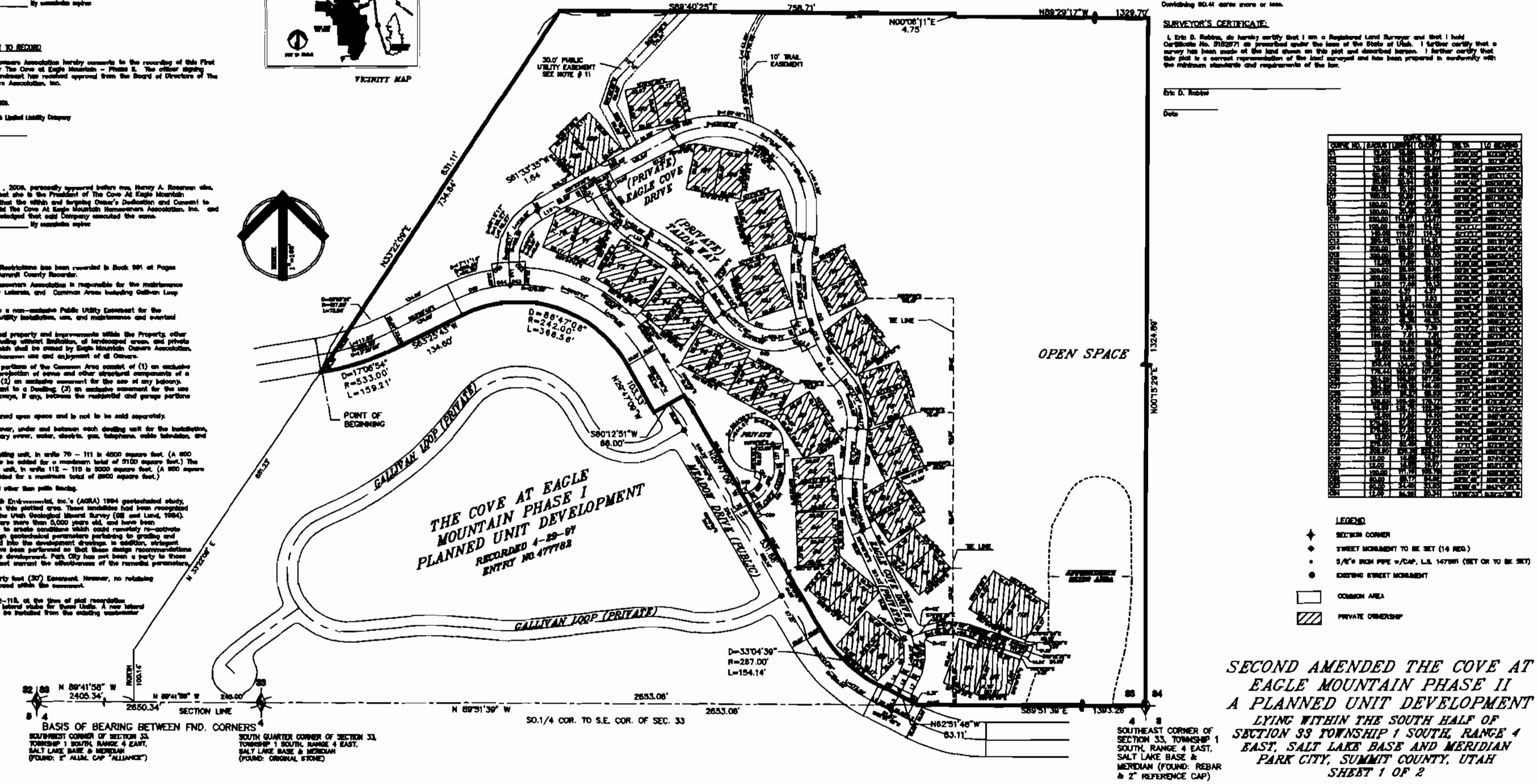
I, Eric D. Robins, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 5152671 as prescribed under the laws of the State of Utah. I further certify that a survey has been made of the land shown on this plat and described hereon. I further certify that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law.

____

Eric D. Robins

Date

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	CHORD	DELTA	LC BEARING
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



SECOND AMENDED THE COVE AT EAGLE MOUNTAIN PHASE II A PLANNED UNIT DEVELOPMENT

LYING WITHIN THE SOUTH HALF OF SECTION 33 TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 2

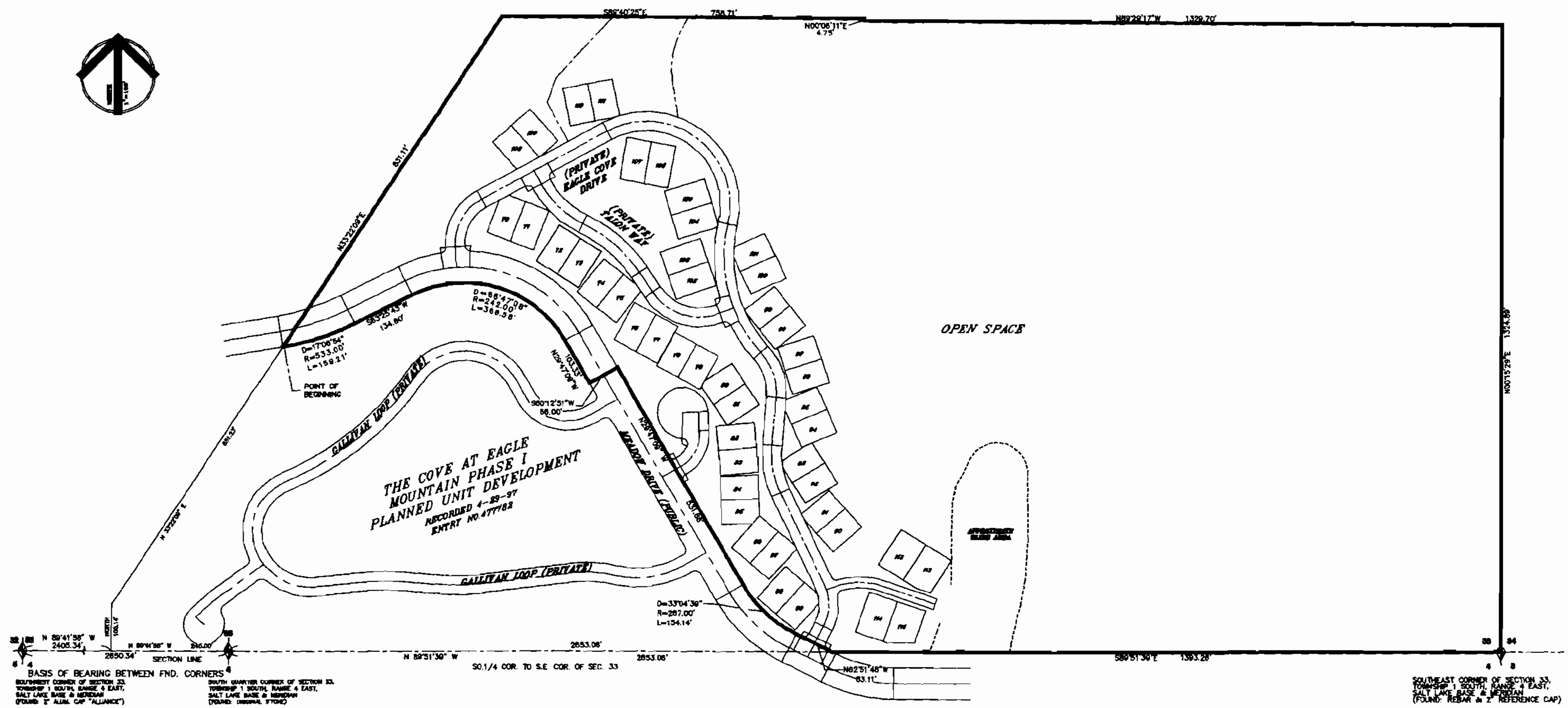
CITY COUNCIL	CITY ENGINEER	CITY PLANNING COMMISSION	SEWER DISTRICT	APPROVAL AS TO FORM	RECORDED
PRESENTED TO THE PARK CITY COUNCIL THIS ____ DAY OF ________ 2006. AT WHICH TIME THIS PLAT WAS APPROVED. MAYOR / CITY RECORDER	I CERTIFY THIS PLAT CONFORMS TO INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS ____ DAY OF ________ 2006. CITY ENGINEER	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ____ DAY OF ________ 2006. CHAIRMAN	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS ____ DAY OF ________ 2006. S.B.S.I.D.	APPROVED AS TO FORM ON THIS ____ DAY OF ________ 2006. CITY ATTORNEY	No. ____ STATE OF ____ COUNTY OF ____ RECORDED AND FILED AT THE REQUEST OF: COUNTY RECORDER

THE JACK JOHNSON COMPANY
1777 Sun Peak Dr. * Park City, Utah 84098
(801) 645–9000 * fax (801) 649–1620

RECEIVED
SEP 11 2006
PARK CITY PLANNING DEPT.

SECOND AMENDED THE COVE AT EAGLE MOUNTAIN PHASE II
A PLANNED UNIT DEVELOPMENT

LYING WITHIN THE SOUTH HALF OF SECTION 33 TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH
SHEET 2 OF 2



CITY COUNCIL	CITY ENGINEER	CITY PLANNING COMMISSION	SEWER DISTRICT
PRESENTED TO THE PARK CITY COUNCIL THIS _____ DAY OF __________ 2006. AT WHICH TIME THIS PLAT WAS APPROVED. MAYOR CITY RECORDER	I CERTIFY THIS PLAT CONFIRMS TO INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF ________ 2006. CITY ENGINEER	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS____ DAY OF __________ 2006. CHAIRMAN	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS_____DAY OF__________ 2006. S.B.S.I.D.

APPROVAL AS TO FORM	RECORDED	
APPROVED AS TO FORM ON THIS____ DAY OF__________ 2006. CITY ATTORNEY	Nº. ________ STATE OF __________ COUNTY OF __________ RECORDED AND FILED AT THE REQUEST OF: __________ COUNTY RECORDER	THE JACK JOHNSON COMPANY

City Council Staff Report

Planning Department

Author: Patrick Putt, Planning Director
Subject: IHC/USSA Subdivision
Date: January 11, 2007
Type of Item: Legislative

Summary Recommendations: The Planning Department recommends that Council adopt the attached Ordinance approving the subdivision plat for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility.

Description:

Project Name:	Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision Plat
Project Planner:	Patrick Putt
Applicant:	IHC Health Services, Inc.
Location:	Northwest Corner of Hwy. 40/SR-248 Interchange
Zone:	Community Transition (CT-MPD)

Background:
IHC Health Services has submitted a combined preliminary/final subdivision plat application for the Intermountain Healthcare/United States Ski and Snowboard site located in the Quinns Junction area. On December 7, 2006, Council approved an annexation ordinance and annexation agreement for the property.

The site is currently vacant,157.243 acres in size, and located at the northwest corner of the State Route 248/Highway 40 interchange. The site is adjacent to the City's Ice Arena and Fields Complex.

The zoning designation of the property is Community Transition (CT-MPD) which has a base density of 1 unit/20 acres. The District permits density bonuses up to a maximum of 3 units/acre provided specific standards are met relating to open space, Frontage Protection Zone (FPZ) setbacks, parking, affordable housing, and public land/facilities.

The proposed land uses for the site consist of a hospital/medical campus and USSA's proposed new headquarters and training facility. The proposed total density at build-out for the annexation area is 535,000 square feet (gross) and equates to 2.64 units/acre.

The proposed 157.243 acres is proposed to be subdivided into five lots:

Lot 1 and Lot 2:	Intemountain Healthcare Campus (132.2 acres)
Lot 3:	USSA Headquarters and Training Facility (5 acres)
Lot 4:	PCMC (5 acres—Possible Affordable Housing Site)
Lot 5	PCMC (15 acres—Ice Facility/Fields Complex Expansion).

The purpose of the subdivision plat request is to create lots of record so that the associated property sale and property transfers may be completed. Master Planned Development (MPD) and Conditional Use Permit (CUP) applications for the hospital campus have been submitted to the City and are pending Planning Commission review and action. The plat will be amended concurrent with or directly following the Master Planned Development and Conditional Use Permit process to reflect all final road and public dedications as well as all utility dedications and improvements consistent with the approved annexation agreement.

Analysis: The proposed subdivision request is in compliance with Land Management Code, Section 15-7: Subdivisions. Access to the IHC hospital campus is by way of SR-248 and a right-of-way across a corner of the City's Ice Facility and Fields Complex property. A 30 foot wide access easement connects IHC's Lots 1 and 2. Limited fire access to the IHC site is also available from the existing road behind the new City Ice Facility. The USSA property and the City's 5-acre potential affordable housing site are accessed via SR-248 and a 30 foot wide access easement. The City's 15 acre Ice Facility and Fields Complex expansion lot will be by way of the existing fields Complex street and driveway system.

The proposed lots are consistent in size and location with uses contemplated during the annexation review process, as well as the pending Master Planned Development and Conditional Use Permit applications. Approval of a utility plan for the subdivision is pending final action on the MPD and CUP applications. Power and sewer are available adjacent to the site. All provisions of the approved annexation ordinance and agreement, including but not limited to road and easement dedications, intersection and signalization improvements, water and water infrastructure, affordable housing, and trails, remain in effect with this application. Staff has drafted a condition of approval specifying that no building permits may be issued on any of the subject lots until such time as the MPD and CUP approvals have been obtained and all requisite annexation ordinance and annexation agreement commitments have been met.

This application is scheduled for a Planning Commission review and public hearing on January 10, 2007. Staff will apprise the Council of the Planning Commission's recommendation at Thursday night's meeting.

Department Review: The Planning, Building, Engineering, and Legal Departments have reviewed this staff report.

Recommendation: Staff recommends that Council hold a public hearing on this application. Following the public hearing, Staff recommends that Council adopt the attached ordinance approving the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision Plat.

PARK CITY
1884

Ordinance No. 07-

AN ORDINANCE APPROVING THE SUBDIVISION PLAT FOR THE INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY LOCATED AT THE NORTHWEST CORNER OF THE HIGHWAY 40/SR-248 INTERCHANGE NEAR QUINNS JUNCTION, PARK CITY,UTAH

WHEREAS, the owner of the subject property, has petitioned the City Council for approval of subdivision plat for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility; and

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

WHEREAS, the Planning Commission held a public hearing on January 10, 2007, to receive input on the matter; and

WHEREAS, the Planning Commission, January 10, 2007, forwarded a positive recommendation to the City Council; and,

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

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

1. IHC Health Services has submitted a combined preliminary/final subdivision plat application for the Intermountain Healthcare/United States Ski and Snowboard site located in the Quinns Junction area on December 26, 2006.

2. Council approved an annexation ordinance and annexation agreement for the property on December 7, 2006 with an effective date of January 1,2007.

3. The approved annexation agreement establishes conditions of approval and commitments by the petitioner, including but not limited to the dedication of property; road and easement dedications; intersection and signalization improvements; water and water infrastructure; affordable housing; and trails.

4. The site of the subdivision is currently vacant, 157.243 acres in size, and located at the northwest corner of the State Route 248/Highway 40 interchange.

5. The site is adjacent to the City’s Ice Arena and Fields Complex.

6. The zoning designation of the property is Community Transition (CT-MPD).

7. The proposed land uses for the subdivision consist of a hospital/medical campus and USSA's proposed new headquarters and training facility. The proposed total density at build-out for the annexation area is 535,000 square feet (gross) and equates to 2.64 units/acre.

8. The proposed 157.243 acres is to be subdivided into five lots:
   Lot 1 and Lot 2: Intemountain Healthcare Campus *(132.2 acres)*
   Lot 3: USSA Headquarters and Training Facility *(5 acres*)
   Lot 4: PCMC *(5 acres—Possible Affordable Housing Site)*
   Lot 5: PCMC *(15 acres—Ice Facility/Fields Complex Expansion Area)*.

9. The purpose of the subdivision plat request is to create lots of record so that associated property sale and property transfers may be completed.

10. Associated Master Planned Development (MPD) and Conditional Use Permit (CUP) applications have been submitted to the City and are pending Planning Commission review and action.

11. The project application states that the plat will be amended concurrent with or directly following the Master Planned Development and Conditional Use Permit process to reflect all final road and public dedications as well as all utility dedications and improvements consistent with the approved annexation agreement.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:
1. There is good cause for this Subdivision Plat.
2. The Subdivision Plat is consistent with the Park City Land Management Code and applicable State subdivision regulations
3. Neither the public nor any person will be materially injured by the proposed Subdivision Plat.
4. Approval of the Subdivision Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer will 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 recordation of the plat.

2. A utility, grading and drainage plan shall be submitted to the City Engineer for review and approval prior to the issue of any building permit.

3. No building permits shall be issued on any of the subject lots until such time as Master Planned Development and Conditional Use Permit approvals are obtained and all requisite annexation ordinance and annexation agreement commitments have been satisfied by an amended subdivision plat. This note shall appear on the plat.

4. The applicant will record the Subdivision Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.

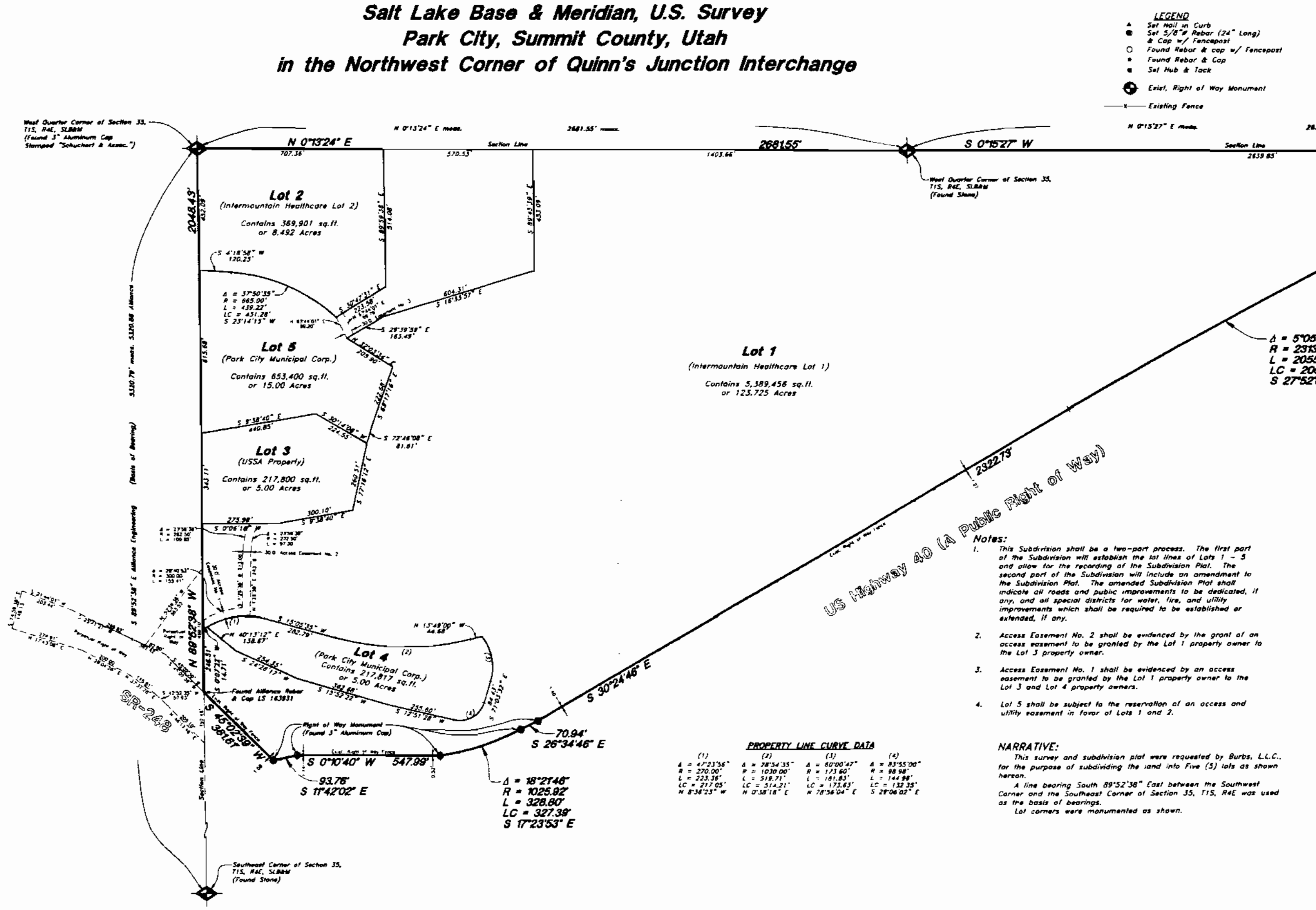
5. Nothing in this ordinance implies approval of the pending Master Planned Development or Conditional Use Permit applications.

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

PASSED AND ADOPTED this 11th day of Janaury 2007.

Subdivision Plat for the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility

A part of the West 1/2 of Section 35, T1S, R4E, Salt Lake Base & Meridian, U.S. Survey
Park City, Summit County, Utah
in the Northwest Corner of Quinn's Junction Interchange



Notes:

1. This Subdivision shall be a two-part process. The first part of the Subdivision will establish the lot lines of Lots 1 - 5 and allow for the recording of the Subdivision Plat. The second part of the Subdivision will include an amendment to the Subdivision Plat. The amended Subdivision Plat shall indicate all roads and public improvements to be dedicated, if any, and all special districts for water, fire, and utility improvements which shall be required to be established or extended, if any.
2. Access Easement No. 2 shall be evidenced by the grant of an access easement to be granted by the Lot 1 property owner to the Lot 3 property owner.
3. Access Easement No. 1 shall be evidenced by an access easement to be granted by the Lot 1 property owner to the Lot 3 and Lot 4 property owners.
4. Lot 5 shall be subject to the reservation of an access and utility easement in favor of Lots 1 and 2.

NARRATIVE:

This survey and subdivision plat were requested by Burbs, L.L.C., for the purpose of subdividing the land into Five (5) lots as shown hereon.

A line bearing South 89°52'38" East between the Southwest Corner and the Southeast Corner of Section 35, T1S, R4E was used as the basis of bearings.

Lot corners were monumented as shown.

SURVEYOR'S CERTIFICATE

I, Mark E. Babbitt, a Registered Professional Land Surveyor in the State of Utah, do hereby certify that this subdivision plat of the Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility, in Park City, Summit County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Summit County Recorder's Office, and of a survey made on the ground.

Signed this ____ day of ________, 200 .

166484
License No.

Mark E. Babbitt

OWNER'S DEDICATION

We, the undersigned being the managers of Burbs, L.L.C., owner of the hereon described tract of land, hereby set apart and subdivide the same into the lots as shown on this plat."

Signed this ____ day of ________, 200 .

Manager Signature

Manager Signature

ACKNOWLEDGMENT

State of Utah
County of Summit }ss

On the ____ day of ________, 200 , personally appeared before me, ________ who being by me duly sworn did say that he/she is one of the managers of the Burbs, L.L.C., and that said instrument was signed in behalf of said Company by a resolution of its Members, and acknowledged to me that said Company executed the same.

Residing at: ________ A Notary Public commission in Utah

Commission Expires: ________ Print Name

BOUNDARY DESCRIPTION

A part of the West Half of Section 25, Township 1 South, Range 4 East, Salt Lake Base and Meridian, U.S. Survey.

Beginning at the Southwest Corner of said Section 35, and running thence Northeasterly two (2) Courses along the West line of Section 35 as follows: North 0°13'24" East 2681.55 feet to the West 1/4 corner of said section and North 0°15'27" East 2312.19 feet to the Westerly right of way line known as Utah Department of Transportation Project No. 19 (U.S. Highway 40); Northwesterly along said right of way line and the arc of a 23,178.31 foot radius curve to the right a distance of 362.82 feet (Central Angle equals 0°53'49" and Long Chord bears North 25°04'53" West 362.82 feet) to the North line of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°39'00" East 110.37 feet along said North line to the Westerly right of way line of said Highway US-40; thence Southeasterly along said right of way line and the arc of a 23,078.31 foot radius curve to the left a distance of 105.70 feet (Central Angle equals 0°15'45" and Long Chord bears South 24°52'48" East 105.70 feet) to the West line of said section 35; thence South 0°15'27" West 139.75 feet along said West line to the Westerly right of way line of said U.S. Highway 40; thence Southerly seven (7) courses along said Westerly right of way line as follows: along the arc of a 23,138.31 foot radius curve to the left a distance of 2055.02 feet (Central Angle equals 5°05'19" and Long Chord bears South 27°52'06" East 2054.35 feet); South 30°24'46" East 2322.73 feet; South 26°34'46" East 70.94 feet; along the arc of a 1025.92 foot radius curve to the right a distance of 328.80 feet (Central Angle equals 18°21'46" and Long Chord bears South 17°23'53" East 327.39 feet); South 0°10'40" West 547.99 feet and South 45°02'39" West 361.61 feet to the South line of Section 35; thence North 89°52'38" West 2048.43 feet along said South line to the point of beginning.

Contains: 6,849,499 sq. ft.
or 157.243 Acres

PARK CITY ENGINEER

I hereby certify that I have had this Plat reviewed by this office and it is correct in accordance with available information on file in this office.

Signed this ____ day of ________, 200 .

Signature

PARK CITY PLANNING COMMISSION

Approved and Accepted by the Park City Planning Commission on this ____ day of ________, 200 .

Planning Commission Chair

PARK CITY COUNCIL APPROVAL

Presented to the Park City Council this ____ day of ________, 200 . at which time this plat was approved.

Attest ________

Title ________

Mayor

APPROVAL AS TO FORM

Approved as to form on this ____ day of ________, 200 .

Park City Attorney

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed and approved for conformance to Snyderville Basin Water Reclamation District standards on this ____ day of ________, 200 .

S.B.W.R.D. Authorized Representative

Tentative Final

SUMMIT COUNTY RECORDER

ENTRY NO ________ FEE PAID ________ FILED FOR RECORD AND RECORDED ________, AT ________ IN BOOK ________ OF OFFICIAL RECORDS, PAGE ________. RECORDED FOR ________

SUMMIT COUNTY RECORDER

BY ________
DEPUTY

GREAT BASIN ENGINEERING NORTH
5746 South 1475 East - Suite 200
Ogden, Utah 84403
P.O. Box 150048, Ogden, Utah 84415

DATE: January 11, 2007
DEPARTMENT: City Manager
AUTHOR: Janet M. Scott, City Recorder
TITLE: Mayor Pro-Tem Appointments and Setting Meeting Dates
TYPE OF ITEM: Administrative and legislative

SUMMARY RECOMMENDATIONS: Appointing a Mayor Pro Tem and Alternate Mayor Pro Tem and adopting resolutions setting forth meeting dates for the City Council and its related agencies are recommended actions to comply with municipal code regulations under state law.

DESCRIPTION:

Topic. Appointments and setting meeting dates are both housekeeping matters which occur at the first meeting of the year. Setting an annual meeting schedule is a requirement of the Open and Public Meetings Act in the state code and our annual meeting notice is often required as an attachment to bond resolutions. Additionally, individual meetings must have not less than 24 hour public notice.

Background. Over the years, there has been an effort to provide all City Council members the opportunity to serve as Mayor Pro Tem, and historically the Alternate Mayor Pro Tem moves into the Mayor Pro Tem position the next year. City Council members with the most years of service (and in ties, the highest number of votes obtained in an election) have been appointed as Mayor pro Tem and Alternate Mayor pro Tem for one year terms.

Last year, Joe Kernan served as Mayor Pro Tem; Kay Calvert in 2005; Jim Hier in 2004, and Candy Erickson in 2003. If Council agrees with this methodology, it is recommended to appoint Marianne Cone as Mayor Pro Tem, and Roger Harlan, Alternate Mayor Pro Tem for 2007. It should be emphasized that the manner of appointments is at the sole discretion of the Mayor and City Council and can be modified at any time.

ALTERNATIVES:

A. Approve, as recommended.

B. Deny. This is not a realistic option. The Council has the discretion to change the manner of appointing the Mayor Pro Tem and to change the time, dates, and/or location for meetings. However, state law requires that meeting dates be adopted by resolution, which logically occurs at the first meeting of the year.

C. Continue the matter if necessary.

RECOMMENDATION. Appoint a Mayor Pro Tem and Alternate Mayor Pro Tem and adopt resolutions setting forth the annual meeting schedule for the City Council and its related agencies.

Resolution No. 1-07

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR MEETINGS OF THE CITY COUNCIL OF PARK CITY, UTAH FOR 2007

BE IT RESOLVED by the City Council of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Park City Council shall be held on Thursdays at 6 p.m. at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah. Regular meetings are open meetings, where agenda items are scheduled for public hearing and/or action. The time may change if it is felt appropriate to schedule issues of general interest at a time that may better accommodate the public. Meetings may be canceled when there is no pending business, no quorum, or the regular meeting date falls on a holiday.

The meeting schedule for the City Council in 2007 is as follows:

January 11, 25	July 5, 12, 19, 26
February 1, 8, 15, 22	August 2, 9, 16, 23, 30
March 1, 8, 15, 22, 29	September 6, 13, 20, 27
April 5, 12, 19, 26	October 4, 11, 18, 25
May 3, 10, 17, 24, 31	November 1, 8, 15, 29
June 7, 14, 21, 28	December 6, 13, 20, 27

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Mayor and Council may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 11th day of January, 2007.

Resolution No. MBA 1-07

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2007 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Municipal Building Authority shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The schedule for Municipal Building Authority meetings in 2005 are as follows:

January 11, 25	July 5, 12, 19, 26
February 1, 8, 15, 22	August 2, 9, 16, 23, 30
March 1, 8, 15, 22, 29	September 6, 13, 20, 27

April 5, 12, 19, 26	October 4, 11, 18, 25
May 3, 10, 17, 24, 31	November 1, 8, 15, 29
June 7, 14, 21, 28	December 6, 13, 20, 27

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 11th day of January, 2007.

Resolution No. RDA 1-07

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2007 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Redevelopment Agency shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Redevelopment Agency in 2007 is as follows:

January 11, 25	July 5, 12, 19, 26
February 1, 8, 15, 22	August 2, 9, 16, 23, 30
March 1, 8, 15, 22, 29	September 6, 13, 20, 27

April 5, 12, 19, 26	October 4, 11, 18, 25
May 3, 10, 17, 24, 31	November 1, 8, 15, 29
June 7, 14, 21, 28	December 6, 13, 20, 27

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 11th day of January, 2007.

Resolution No. WSD 1-07

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2007 MEETINGS AND APPOINTING OFFICERS OF THE ADMINISTRATIVE CONTROL BOARD OF THE PARK CITY WATER SERVICE DISTRICT

BE IT RESOLVED by the Water Service District of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Water Service District shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. Board members may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Water Service District in 2007 is as follows:

January 11, 25	July 5, 12, 19, 26
February 1, 8, 15, 22	August 2, 9, 16, 23, 30
March 1, 8, 15, 22, 29	September 6, 13, 20, 27

April 5, 12, 19, 26	October 4, 11, 18, 25
May 3, 10, 17, 24, 31	November 1, 8, 15, 29
June 7, 14, 21, 28	December 6, 13, 20, 27

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Administrative Control Board of the Park City Water Service District shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 11th day of January, 2007.

City Council Staff Report

Author:	**Alison Butz and Jonathan Weidenhamer**
Subject:	**Historical Society Lease Amendment**
Date:	**January 11, 2007**
Type of Item:	**Administrative**

Executive Department

Summary Recommendations:
Review as property owners and authorize consent to the Park City Historical Society & Museum to proceed with a Subdivision, Conditional Use Permit, and Historic District Design Review applications for the expansion and remodel of the museum.

Description:

A. Topic:

Authorization to the Park City Historical Society & Museum to proceed with applications for the expansion and remodel of the museum.

B. Background:

The Historical Society has been working on a long-term expansion plan to increase their presence in the community and increase private funding support. This plan is in-keeping with Council's goal of promoting economic development and cultural tourism by preserving and expanding the museum's presence downtown while promoting a unique destination attraction.

The Historical Society and Architect (Laura Blake, Mark Cavagnero Associates), have provided a narrative describing their initial proposal (Exhibit A). It describes the main aspects and goals of their expansion: expanding permanent exhibit space, developing educational programs, establishing a revolving gallery space, expanding the library, and a gift shop. The expansion as proposed will provide for preservation of the existing historic buildings, including all exterior facades. The plan includes an addition to the rear of the existing building(s) that will not obscure the rear façade, but instead feature the existing elevation and bell tower.

The overall proposal would expand the museum from 8,300 square feet to 12,900 square feet. It would remove the non-historic kiosk at the south west corner (Police Department Office). The Historical Society's design team has provided site plans (Exhibit B), in order to relay an understanding of their proposal and potential expansion into City-owned land in Swede Alley.

C. Analysis:

The City, as the building owner, needs to review and provide consent for the Historical Society to proceed with the applications submitted to the Planning Department (Subdivision, Conditional Use Permit, Design Review). The Historic Design Review per the LMC regulations is a staff review for compliance with the

Historic District Design Guidelines. The City Council has the option to seek Historic Preservation Board review of the design of the project in order to provide Council with direction on the design.

Currently the rear (easterly) lot lines are 37’ from the parking along the west side of Swede Alley, and 55’ from the Swede Alley. The expansion, as proposed, extends beyond the property line approximately 22’ into City property. This would translate into a footprint expansion of about 1,150 square feet beyond existing lot lines, and a total floor area expansion on City property of approximately 2,250 square feet. The expansion would leave approximately 14’ from the addition to the back of the existing parking area along the west side of Swede Alley. This area currently has planter boxes, landscaping, public restrooms, and offers a pedestrian connection to Main (Exhibit B). Their proposal does not contemplate removal of any of the existing surface parking on the west side of Swede Alley.

Staff recommends that the City Council specifically discuss whether the proposal achieves an appropriate balance between the necessary expansion and the importance of the visual and pedestrian connections from Swede Alley and the Transit Center to Main Street. Staff is concerned about the proposed bulk/massing at the south east corner of the proposed addition. Staff seeks discussion on either requesting this massing be shifted further north, or that a façade shift at the corner be introduced to create a larger opening into the pedestrian connection/ visual opening from Swede Alley. The City has worked to emphasize the walkway connections between Swede Alley and Main Street at Café Terigo and at the Bear Bench walkway across from the Transit Center.

<u>Use of City-Owned Land</u>
In order for the expansion of the museum to occur on City property, a subdivision of City-owned metes and bounds property is required to create another lot for the Historical Society to lease and expand onto. The museum is responsible for all fees associated with the expansion, including building permits, planning applications, and construction improvements, etc. Per the existing lease, the City would be responsible for maintenance of the exterior of the property, including upkeep of the landscaping, snow removal, and building maintenance. The Historical Society’s rent is currently subsidized through a 10 year Special Service Contract that expires in 2013.

The City has adopted a policy regarding the vacation of public rights-of-way. Although this land is not technically a right-of-way, it is City owned land associated with Swede Alley and staff believes it is reasonable to use the Vacation policy when considering its use. There are 4 basic standards necessary to consider when considering if there is: Good Cause; Net Tangible Benefit to the immediate neighborhood; and Benefit to the City on the Whole to consider vacation:

- No Increase in Density
- Neighborhood Compatibility
    - Consistent with the General Plan, Meets the LMC
    - Compatible in mass, scale, use with surrounding structures

- Consideration (compensation for loss, either market value of land, or public amenity deemed in the best interest of Park City's citizens)
- Use Considerations – meaning does the City need the area for any reason

The City in the past has attempted to cooperatively address the adaptive re-use of Main Street buildings on Swede Alley. Each of the buildings surrounding the museum have, in the last 100 years, been allowed to expand outside of their original platted lots into Swede Alley, including 508, 510, 530, 540, 550, and 556 Main Street. This expansion would be compatible with other adjacent land uses.

Staff finds that the application, through the CUP, Plat, and Design Review processes will be able to meet the standards needed should the Council support allowing the expansion, and determines that there is a significant community benefit with the proposal. Staff recommends that the City Council specifically discuss whether the proposal achieves an appropriate balance between the necessary expansion and the importance of the visual and pedestrian connections from Swede Alley and the Transit Center to Main Street.

Additionally, the following topics should be considered:

<u>City CIP Policy</u>
The City Council has been allocating 1% of construction budgets to public art and 4% to green building on all new Capital Improvement Projects. The Historical Society has agreed to include those percentages into their overall project budget for the expansion.

<u>Fees</u>
At this time, the Historical Society is not asking for any fee waivers associated with this project.

<u>Public Restrooms</u>
The building currently houses public restrooms accessible 24 hours a day, every day of the year. The current museum expansion makes public restrooms available on the lower floor during all hours of operation of the museum. The Historical Society is currently looking into outside handicap accessible restrooms for after museum hours.

The City Council during previous discussions stressed the importance of keeping public restrooms as part of the remodel and expansion plans. Unless Council provides Staff with an alternate direction, Staff will continue to require public restrooms accessible 24/7 as part of the final plans.

<u>Parking</u>
The rear portion of the property is located outside of the boundaries of the Main Street Parking District. Any construction in the present metes and bounds portion of the site would be required to meet the LMC parking requirement which is 6 spaces/1000 square feet of building area per Section 15-2.6-9 of the LMC. This would roughly translate into 14 parking spaces. This requirement could be reduced

or waived by the Planning Commission during the CUP process, or the Museum could pay an in-lieu fee. The waiver is allowed through the HCB district which allows parking requirements for new additions to historic structures to be exempt from a portion or all of their parking requirements based on the preservation of the historic structure.

Construction lay down yard

Staff has preliminarily talked with the Historical Society about use of the Historic Wall Lot for the storage of construction materials. Further discussion of the use of the lot will occur and Staff will return to Council for direction.

Visitor Information

The museum currently provides visitor information at the buildings entrance through print materials and staffing. The current museum expansion has allocated space for the Chamber bureau to maintain their presence in the reconstructed building.

Process

Should the City Council provide consent for the Historical Society to move forward as proposed, the following is required:

1. Subdivision Plat to create a lot of record from the existing lots and the metes and bounds city-owned property located behind the existing building.
2. Conditional Use Permit for a “Public, Quasi Public Institution, Church, or School” in the HCB District.
3. Historic District Design Review.
4. Amend existing lease to specifically address any new expansion area.
5. Consideration of lay-down yard in the historic wall lot
6. Building Permit.

D. Department Review:

All applicable departments have reviewed this staff report. Specifically the Building Official, City Engineer, and Planning Director have reviewed the report with regards to seismic, ADA, building code, utilities, parking, pedestrian circulation, land use, preservation, site and floor planning, and design of the exterior addition.

Alternatives:

A. Approve the Request:

Authorize consent and allow Park City Historical Society & Museum to proceed with the Planning Department applications.

B. Modify the Request:

Provide direction to the Historical Society to modify the design of the expansion and authorize consent to proceed with the Planning Department applications.

C. Deny the Request:

Deny the consent to proceed with the applications, thereby preventing the expansion of the museum.

D. Continue the Item:

The City Council may continue the item for more information and discussion.

Recommendation:

Review and authorize the consent to the Park City Historical Society & Museum to proceed with a Subdivision, Conditional Use Permit, and Historic District Design Review applications for the expansion and remodel of the museum.

Exhibits:
Exhibit A – Architect's Narrative
Exhibit B – Streetscape
Exhibit C - Expansion Site Plan
Exhibit D – Elevations

Exhibit A
M E M O: PROPOSED PARK CITY MUSEUM PROJECT

CONTACT: Sandra Morrison, Executive Director
Park City Historical Society & Museum
435-649-7457

DATE: December 2006

The Park City Historical Society & Museum is undertaking a carefully developed strategic plan to create a contemporary and sustainable history museum to match the City's world class profile. The plan calls for an expanded and updated Park City Museum that amplifies its primary services in exhibitions and education, and strengthens its relevance to, and connection with, the community by:

1. Creating expanded exhibits to serve both local and tourist audiences;
2. Developing a new educational programmatic focus responding to the needs of Park City including curricula development, teacher services, and docent-led activities;
3. Establishing a changing gallery to showcase national traveling exhibitions, and local temporary exhibitions from the Museum's collection and school programs;
4. Expanding the library to provide public and scholarly access to the historic photographs and documents;
5. Sustaining expanded operations with new museum store income.

The following facility deficiencies need to be addressed to fulfill the Museum's strategic plan:

1. Inadequate Exhibition Space: The existing 1,500SF gallery accommodates only 5% of the collection, leaving 95% in storage. The small gallery also limits the Museum's ability to accommodate changing exhibitions.
2. Inadequate Education Space: Due to lack of space school classes are brought into the Museum in two groups causing logistical problems for school and museum staff. Also due to lack of space slide shows, lectures and other programs are held in the jail.

3. Inadequate Library Space: The existing library accommodates only 25% of the historic photos and none of the historic documents, making public and scholar access difficult.
4. No ADA Accessibility: The public entry, basement jail and second floor library are not accessible.
5. Sub-Standard Lighting and Environmental Systems: Existing systems do not meet minimum preservation guidelines and jeopardize the collection's preservation.

The proposed Park City Museum project entails renovating and expanding the Old City Hall, Whistle Tower and Old Library buildings to create a state-of-the-art museum. The expanded facility increases the Museum from approximately 8,300 SF to 12,900 SF and includes 4,500 SF of exhibition space with integrated education areas, an expanded library, museum quality lighting and environmental systems and ADA accessibility. The proposed expansion extends beyond the current lot line which is setback approximately 45' from the Swede Alley. At the nearest point the expansion is 14' from the perpendicular parking and 32' from the street.

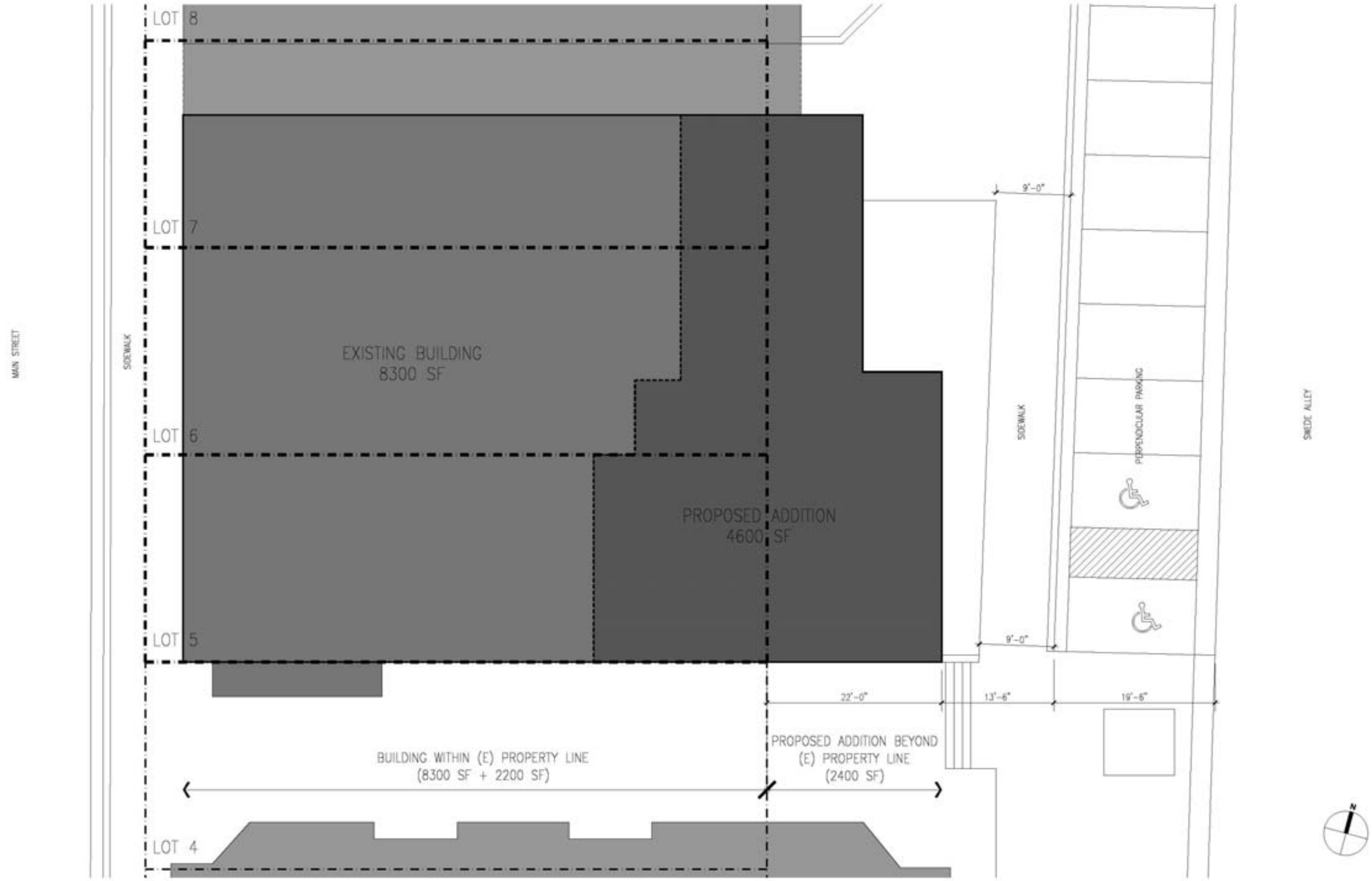
Consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, the historic Main Street buildings will be preserved and the proposed addition is conceived to be compatible with yet differentiated from the historic buildings. The proposed addition is located at the rear of the Old City Hall, Whistle Tower and Old Library buildings and fronts Swede Alley. Designed in conformance with the Swede Alley building volume and height requirements, it steps in both plan and height to seamlessly fit its surrounding context and to provide visual interest. The proposed addition is composed of a north wing, central spine and south wing. The north wing is set back farther from the street than the south wing to follow the stepping pattern of the buildings along Swede Alley. The eave of the north wing aligns with the eave of the Old City Hall. A roof monitor springs from the eave and follows the line of the Old City Hall gable such that the full Old City Hall elevation is preserved and celebrated in the Museum interior. The eave of the south wing is lower than the eave of the north wing to relate to the lower height of the Old Library. A second roof monitor provides a view over the Old Library to the mountains beyond. A glazed central spine houses a stair and elevator that provide access to all levels. The two story interior space allows for the display of large mining equipment that was previously housed at the Silver Mine Adventure building but cannot currently be displayed in the museum due to height and space limitations.

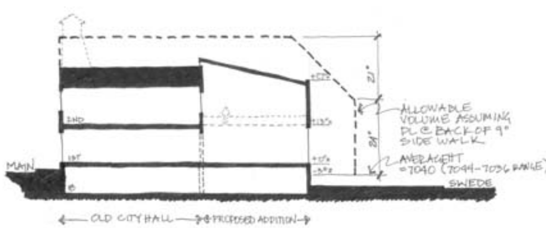
The Old Library storefront provides a more visible and ADA accessible entry for the expanded museum on Main Street, and carefully sized and located windows provide visible presence and interest on Swede Alley. The proposed addition has a stone base, brick walls and steel framed windows designed to tie the new and the old together while at the same time being deferential to the old Main Street facades.

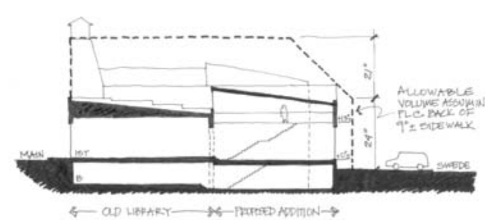
Visibility and access from Swede Alley to Main Street are enhanced by a new plaza and stair along the Swede Alley. These proposed improvements can be seen from the Transit Center and the City's planned plaza and provide much better access to the walkway, Museum and Main Street.

In summary the proposed Park City Museum project seeks to both fulfill the Museum's goal of creating an expanded contemporary and sustainable history museum to better serve its community and to enhance its context and the greater downtown.

Exhibit B - Streetscape







PROPOSED MUSEUM EXPANSION

Exhibit C - Expansion Site Plan

Exhibit D - Front Elevation

Exhibit D - South Elevation

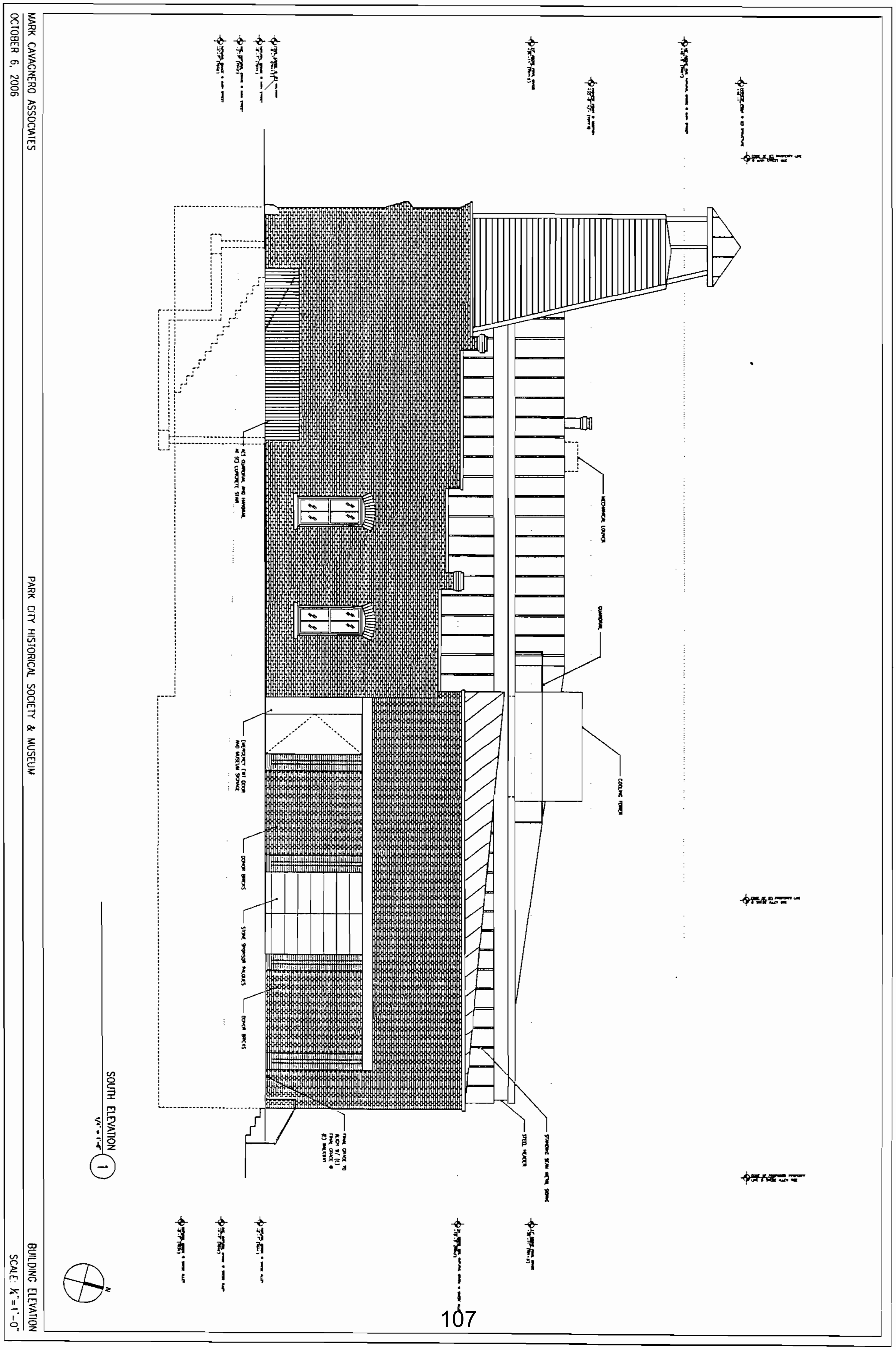


Exhibit D - Rear Elevation

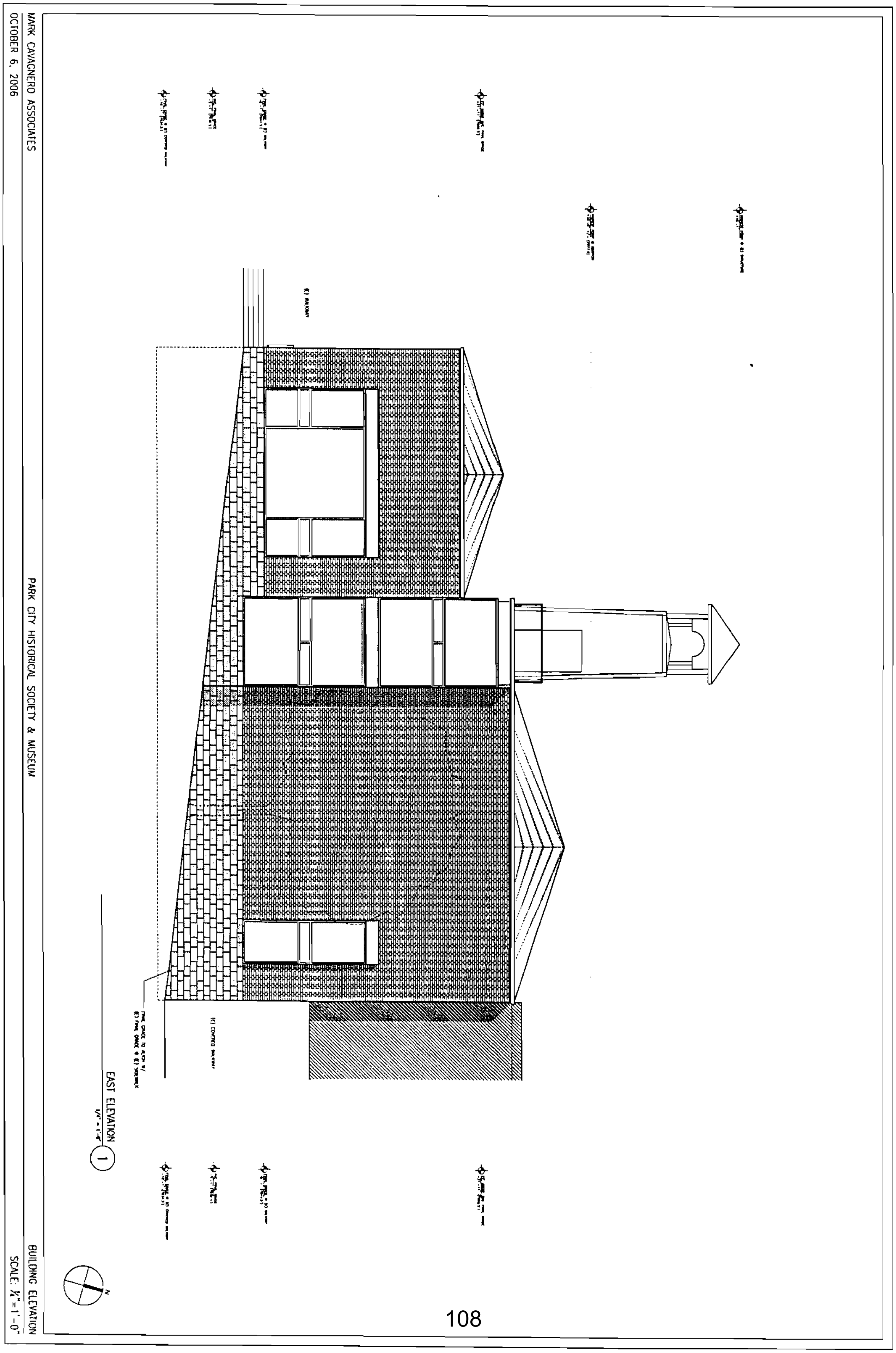


Exhibit D - North Elevation

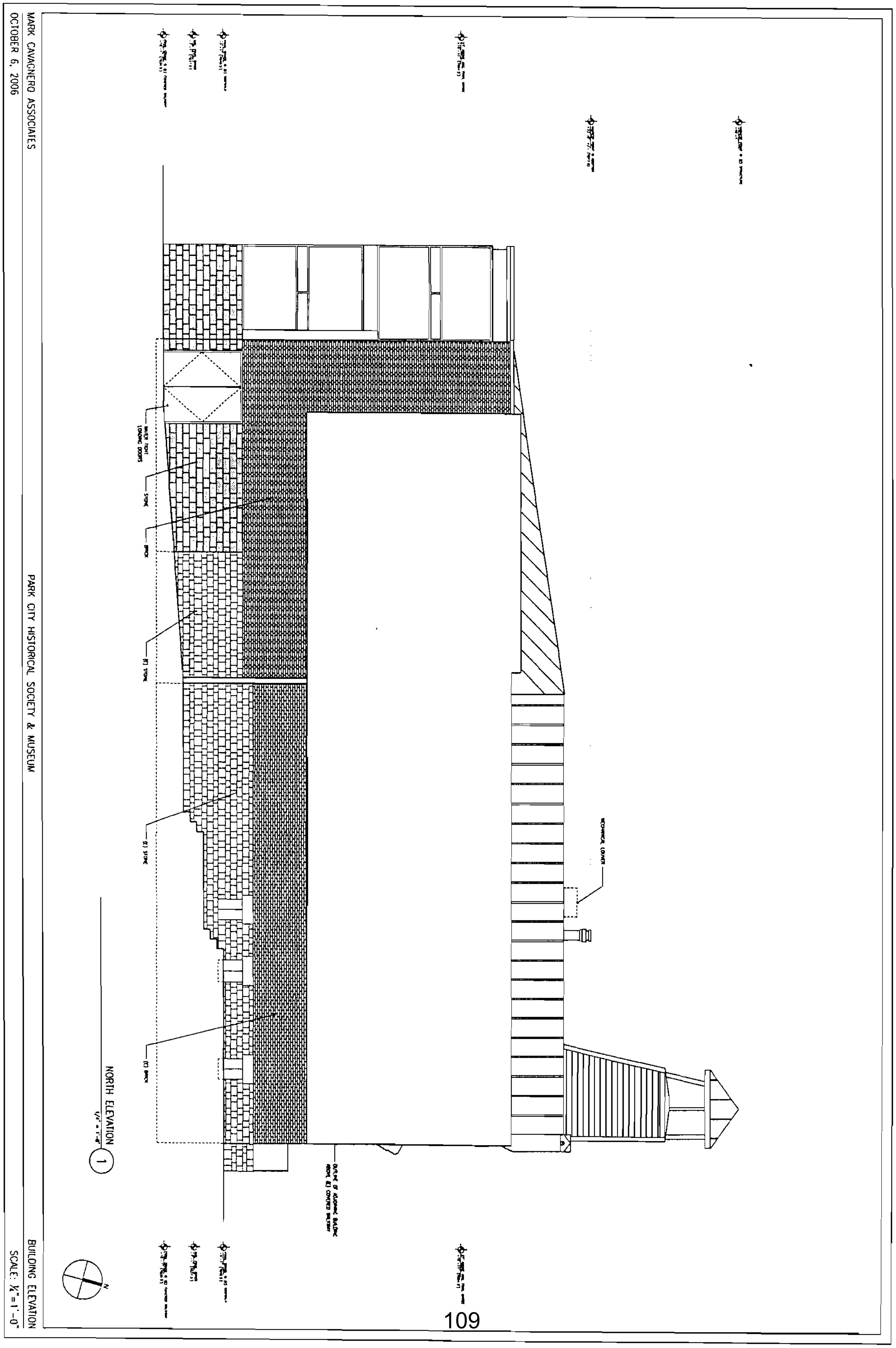
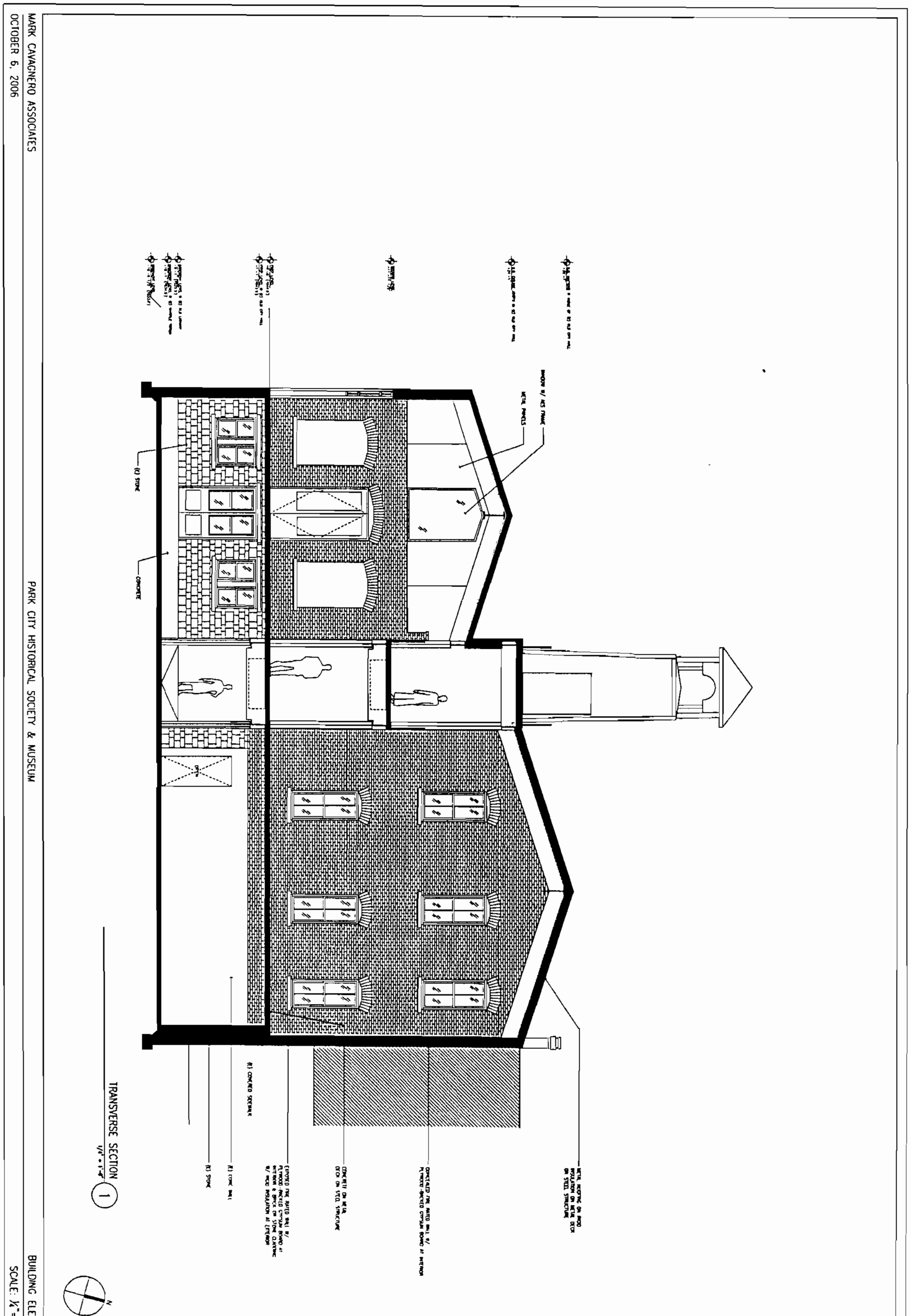
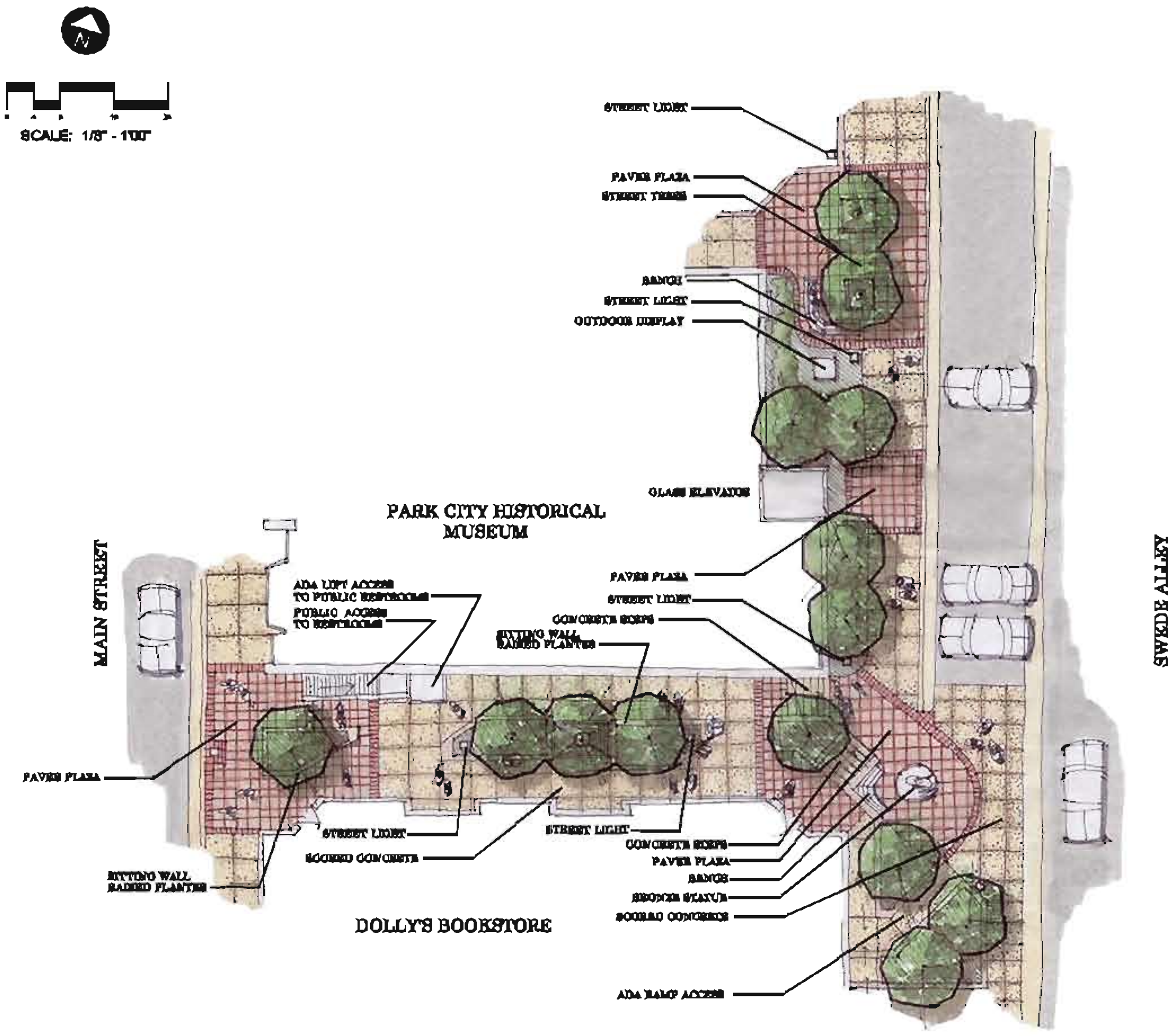


Exhibit D - Cross Section Elevation





CONCEPT SITE PLAN

JANUARY 8, 2007

PARK CITY
HISTORICAL SOCIETY & MUSEUM

528 MAIN STREET
PARK CITY, UTAH 84060

ELLIOTT • WORKGROUP
land planning • landscape architecture

City Council
Staff Report

Authors:	**Dave Gustafson** **Jonathan Weidenhamer**
Subject:	**Shell Space addition to Parking Garage - Design Contract with FFKR Architects**
Date:	**January 11, 2006**
Type of Item:	**Addendum to existing Contract**

Summary Recommendation - Staff is requesting authorization to amend an existing service provider contract with FFKR Architects, in a form approved by the Legal Department, for the Shell Space project. The amended contract amount would add $122,979 to the existing approved contract amount of $845,417 for a new total of $968,396.

Topic: Addendum to FFKR's existing contract

Background:
The original Phase I schematic design for the Downtown Projects did not complete a detailed solution to the north end of the parking garage, and included only conceptual designs for a flexible shell space. FFKR requires additional hours to complete the schematic design for the shell space as well as provide construction documents and construction administration services for the building.

FFKR Architects, through a RFQ/RFP process in August 2004 was chosen to perform the design services for four Downtown City projects: Parking Structure, Police Headquarters, Marsac Renovation and theTown Plaza. On August 26, 2004 City Council approved a Phase 1 design contract for schematic design in the amount of $188,786 with FFKR Architects for these four projects.

During the Phase I Schematic Design and planning process, the Council provided direction to create a permanent shell space at the north end of the parking garage (October 14, 2004).

On December 2, 2004 Council approved the Phase 2 & 3 contract (for construction documents & construction administration) in the amount of $548,417 for the Parking Structure, Town Plaza, and Marsac Renovation. On April 13, 2006, the Phase 2 and 3 contract was updated to include the Police Facility design and construction administration fees (new total of $845,417).

The shell space will continue the stepping pattern established at the north end of the new parking garage and provide a link to the town plaza in scale and final streetscape. The building will be approximately 4,000 square feet on two stories and is being designed to allow maximum flexibility for the possibility of programming future tenants.

The bottom floor will be 2,500 sf (1 – 900 sf space and 1 – 1,600 sf space). The upper story will be designed at 1,500 sf.

Analysis:
At this time staff seeks approval from Council to amend the existing phase 2 & 3 contract with FFKR to include programming, planning, schematic design, design development, construction document, and construction administration services for the Shell Space Building. During the preceding downtown projects schematic design (Phase 1) was separated from construction documents and administration (Phases 2 and 3). This was done in order to allow maximum flexibility during the conceptual planning stages. At this time all three phases of the shell space will be kept together.The new fees are summarized below:

Phase 1 – Programming, Planning, and Schematic Design …………………………$25,809
Phase 2 – Design Development & Construction Development Plans creation; and
Phase 3 - Construction administration..……………………………………….……. $97,170
Total Shell Space Design Fees = $122,979

The contract amount represents approximately 9.5% of the current estimated costs of construction of the shell space ($1,294,519). This now modifies the existing Phase 2 & 3 FFKR contract for the downtown City Projects by this new breakdown:

Existing contract	$845,417
Addition for shell space	$122,979
Total Estimated Design Fees	$968,396

Significant Impacts:
The contract will be funded from the existing Town Plaza CIP, which is where funds for the shell space were originally budgeted. Initial construction estimates were approximately $1.1 million. Council has expressed interest in dividing the bottom floor into 2 separate spaces and adding additional design detail to the upper floor; which has increased the current projected cost to approximately $1.3 million. At this time staff is unsure if we will be able to recoup costs from future tenants. Staff will return to Council for approval of a construction budget contract in the spring. Any budget adjustments can be done within the context of the budget process.

Consequences of not taking the recommended action:
If the contract is not signed, the shell space will not be built.

Department Review: This report was reviewed by representatives of the Economic Development and Capital Projects, Budget, Legal and City Manager's Office.

Alternatives:
A. **Approve the Requests: (Staff recommendation)**
B. **Modify the Requested Actions:**

C. **Deny the Request:**
D. **Continue the Item:**

Staff Recommendations:
Staff is requesting authorization to amend an existing service provider contract with FFKR Architects, in a form approved by the Legal Department, to include design development, construction document, and construction administration services for the new Shell Space project. The amended contract amount would add $122,979 to the existing approved contract amount of $845,417 for a new total of $968,396.

Attachments:
Attachment A – Amended Service Provider Contract – FFKR Architects
Attachment B – Original Service Provider Agreement – FFKR Architects (April 20, 2006)

FIRST ADDENDUM TO SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT WITH FFKR ARCHITECTS

This FIRST ADDENDUM is made and entered into in duplicate this _____ day of January, 2007, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and FFKR ARCHITECTS, a Utah corporation ("Service Provider" or "Architect") to amend the SERVICE PROVIDER AGREEMENT TO PERFORM PHASE 2 DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT DEVELOPMENT PLUS PHASE 3 CONSTRUCTION PERIOD CONTRACT ADMINISTRATION SERVICES FOR THE CITY'S DOWNTOWN PROJECTS AND POLICE FACILITY signed and executed by the Parties, and recorded on April 20, 2006.

WITNESSETH;

WHEREAS, the original August 2004 Downtown Projects RFP Scope of Work Section II(E) stated Park City's goal was to develop an "integrated series of projects that complements and adds to the ambience of the downtown area;" and that the Design Team, "shall provide PCMC with creative design alternatives for meeting the project's functional and aesthetic requirements." ; and

WHEREAS, the August 2004 RFP Scope of Services Section IV(1) clarified that development of design alternatives through coordination with PCMC, user groups, and other programming consultants was anticipated during schematic design (Phase I); and

WHEREAS, on October 14, 2004, during the Phase I Schematic Design and planning process, the Council provided direction to create a permanent shell space at the north end of the parking garage; and

WHEREAS, the parties entered into SERVICE PROVIDER AGREEMENT TO PERFORM PHASE 2 DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT DEVELOPMENT PLUS PHASE 3 CONSTRUCTION PERIOD CONTRACT ADMINISTRATION SERVICES FOR THE CITY'S DOWNTOWN PROJECTS AND POLICE FACILITY (hereinafter "Original Agreement"); and

WHEREAS, a portion of the original Phase I schematic design included a shell space on the north end of the new parking structure as part of the integrated downtown projects; and

WHEREAS, FFKR requires additional hours to provide schematic design, complete construction documents, and provide construction administration for the Shell Space building.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. Section I - Scope of Services

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the Scope of Services attached hereto as ”Exhibit A” and incorporated herein (the “Project”). The “Scope of Services” attached in Exhibit A is a plan of how the Service Provider intends to deliver the “Scope of Services” required for completing schematic design of the shell space, and Phase II and III planning of the Downtown Projects and Police Facility. It represents the Service Provider’s Basic Services; however variances to the hours, personnel, or resources required shall not be considered a basis for compensation for additional services unless they are a result of the following:

1. Change in instructions or approvals given by the City that necessitate significant revisions to previously prepared design documents:
2. Enactment of revisions of codes, laws or regulations which necessitate changes to previously approved design documents;
3. Decisions of the City not rendered in a timely manner; and
4. Significant change in the project including size, quality, complexity, City schedule, or budget.

The total fee for the services per this Agreement shall not exceed Nine hundred sixty eight thousand three hundred ninety six dollars ($968,396).

2. Exhibit A – Scope of Services – Section I – Services and Deliverables

The Service Provider will perform Phase 1 Programming, Planning, and Schematic Design; and Phase 2 Design Development and Construction Document Development; plus Phase 3 Construction Period Contract Administration services for the City’s Downtown Projects, including the Shell Space and Police Facility. Services and deliverables will include:

1) Schematic Design for the Shell Space.
2) Design Development, Construction Documents, and Contract Administration Service for the downtown projects including the shell space and police facility.
3) At the end of the construction document phase, provide and update of the computer generated rendering provided under the Phase I Services.
4) Contracting and management of all engineering disciplines and subconsultants.

3. Exhibit A – Scope of Services - Section III Summary of the Work of this Agreement

Attachment A of this agreement describes Phase 1 Programming, Planning, and Schematic Design for the Shell Space; and Phase 2 and 3 design development, construction document, bidding or negotiation, and construction administration phase services for Downtown Projects to be performed by the Service Provider. Unless modified, the scope of this agreement applies to the portions of the Downtown Projects know as the Marsac Renovation, the China Bridge Parking Structure Expansion, Town Plaza, Shell Space Building and Police Facility at Snowcreek.

4. Exhibit A – Scope of Services - Section IV. Breakdown of Fees

1. Total Fees including Addendum #1 not to exceed………$968,396

5. OTHER TERMS. All other terms and conditions of the Original Agreement shall continue to apply.

6. ENTIRE AGREEMENT. This First Addendum is a written instrument pursuant to Section 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

DATED this _____ day of January, 2007.

ATTACHMENT B

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of April, 2006, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City“), and FFKR ARCHITECTS, a Utah corporation (“Service Provider” or “Architect”).

WITNESSETH:

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

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

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

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

1. <u>SCOPE OF SERVICES</u>.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the Scope of Services attached hereto as ”Exhibit A” and incorporated herein (the “Project”). The “Scope of Services” attached in Exhibit A is a plan of how the Service Provider intends to deliver the “Scope of Services” required for Phase II and III planning of the Downtown Projects and Police Facility. It represents the Service Provider’s Basic Services; however variances to the hours, personnel, or resources required shall not be considered a basis for compensation for additional services unless they are a result of the following:

5. Change in instructions or approvals given by the City that necessitate significant revisions to previously prepared design documents:
6. Enactment of revisions of codes, laws or regulations which necessitate changes to previously approved design documents;
7. Decisions of the City not rendered in a timely manner; and
8. Significant change in the project including size, quality, complexity, City schedule, or budget.

The total fee for the services per this Agreement shall not exceed eight hundred forty five thousand four hundred and seventeen dollars ($845,417).

2. <u>TERM</u>.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on December 31, 2008 or earlier, unless extended by mutual written agreement of the Parties.

3. <u>COMPENSATION AND METHOD OF PAYMENT</u>.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement (including "extra" work required by the City).

C. For all extra work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as
"Exhibit B," or if none is attached, as subsequently agreed to by both parties in writing.

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

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

4. REPORTS AND INSPECTIONS.

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. **INSURANCE**.

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

A. 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.

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

C. Professional Liability (Errors and Omissions) insurance written on a claims made basis with limits no less than one half million dollars ($500,000) combined single limit per claim.

D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

E. The City shall be named as an additional insured on the insurance policies except that required by 8.C, 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 include provisions that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

F. The Service Provider's insurance, except that required by paragraph 8.C, shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. **TREATMENT OF ASSETS**.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder). The City shall indemnify the Service Provider against claims arising out of use of the drawings and specifications on a different project or modifications or changes to the drawings and specifications made without consultation or approval of the Service Provider.

10. <u>COMPLIANCE WITH LAWS</u>.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals , applicable to the performance of the services and tasks of this Agreement, and other standards or criteria as described in this Agreement, all as interpreted and enforced by the governmental authorities with jurisdiction of the City's Downtown Area Projects.

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

11. <u>NONDISCRIMINATION</u>.

A. The City is an equal opportunity employer.

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

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

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

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

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

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

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

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

18. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service

Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

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

22. SEVERABILITY.

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

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

23. ENTIRE AGREEMENT.

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

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

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

____
Dana Williams, Mayor

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

FFKR ARCHITCTS

Address: Bogue Building
730 Pacific Avenue
Salt Lake City, Utah 84104

Tax ID#: ______________________

____
Richard K. Frerichs, Principal

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of December, 2004, personally appeared before me Richard K. Frerichs, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the Principal) of FFKR Architects by Authority of its Bylaws/Resolution of the Board of Directors, and said Principal acknowledged to me that said Corporation executed the same.

____
Notary Public

Exhibit "A" – Scope of Services

I. Services & Deliverables - The Service Provider will perform Phase 2 Design Development and Construction Document Development plus Phase 3 Construction Period Contract Administration services for the City's Downtown Projects and Police Facility. Services and deliverables will include:

5) Design Development, Construction Documents, and Contract Administration Service
6) At the end of the construction document phase, provide and update of the computer generated rendering provided under the Phase I Services.
7) Contracting and management of all engineering disciplines and subconsultants.

II. Identified Procedures to Complete Service

1) Sub-Consultants & City Consultants
    a. The following are sub-consultants to the Service Provider:
        i. Civil Engineering: Stantec
        ii. Structural Engineering: Reaveley
        iii. Landscape: ASWN
        iv. Mechanical: Van Boreum & Frank
        v. Electrical: BNA

It is understood that the above listed Sub-consultants have been selected by the Service Provider and have been approved by the City. Any substitutions of these identified Sub-consultants must be approved in writing by the City

    b. City Consultants
        i. Traffic Engineering: Fehr & Peers
        ii. Geotechnical Investigation: AMEC Earth and Environmental
        iii. Environmental Soils Investigation: AMEC Earth and Environmental
    c. The Service Provider will be responsible for reviewing and coordinating the work of its consultants as well as coordinating the Service Provider's work with the City's identified consultants. However, the Service Provider shall have no responsibility or liability with respect to the quality of the City Consultant's work.
    d. All contracts between the Service Provider and its Sub-consultants shall incorporate the terms of this agreement.
2) Meetings
    a. The Service Provider shall attend public hearings and meetings as is appropriate to their work.
3) Update Planning Guidelines
    a. The Service Provider shall update guidelines for all permanent design features.
    b. The Service Provider shall update as a deliverable to the City a matrix organized by major program elements showing spaces, use functions, and parameters of major program elements.
4) Inventory
    a. Based on as-built records provided by the City and upon personal on-site observations, the Service Provider shall update an inventory of existing facilities, noting the existing opportunities and limitations on site relative to the program criteria.
5) List of Required Permits and Approvals
    a. The Service Provider shall, with the assistance of the City, update a list of required approvals and permits and a schedule for submittal and projected approvals. Submittal recipients shall be identified.
    b. The Service Provider shall update as a deliverable to the City a List of Required Approvals and Permits and Schedule in tabular form. The Service Provider shall not be required to warrant that the list is inclusive of all governmental agencies that may have an interest in the project.
6) List of Potential Issues, Impacts on the Project, and Potential Mitigation
    a. The Service Provider shall, with the assistance of the City, update a list of issues that may arise which may impact the Project, such as environmental, geotechnical, constructability, landscape demolition and restoration, and soil export. Identify impacts of such issues and potential mitigation methods. As stated in the City Request for Qualifications / Proposals, the City shall be

responsible for providing environmental reports relevant to this project. The site is known to contain soils contaminated with mining byproducts. The City has recent experience on construction projects near this site with similar soils. The City shall be responsible for ascertaining mitigation and other requirements of authorities having jurisdiction, and for obtaining approval from such agencies regarding these soils, and for filling the required applications and reports. The Service Provider's opinions regarding the Potential Issues, Impacts on the Project, and Potential Mitigation related to the soils shall be based on the soils information, and acceptable mitigation methods furnished by the City. The Service Provider shall be allowed to rely on the soils information furnished by the City in preparation of the required Design Development and Construction Documents. The City shall indemnify and hold harmless the Service Provider for the Service Provider's use of soils and environmental reports and information provided by the City.

b. The Service Provider shall update as a deliverable to the City a List of Potential Issues and Mitigation Methods as described in Item 6. The Service Provider shall not be required to warrant that the list is inclusive of all potential issues which may impact the project.

7) Recommendations, Conclusions, Summaries
   a. The Service Provider shall provide as a deliverable to the City an Executive Brief summarizing recommendations and conclusions.
8) Design Development Requirements
   a. Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

9) Construction Document Development
   a. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
   b. The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
   c. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

10) Bidding or Negotiation Phase
   a. The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

11) Construction period Contract Administration Requirements
   a. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
   b. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.
   c. Duties, responsibilities and limitations of authority of the Architect under this Paragraph 11 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.
   d. The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf

of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

e. The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

f. The Architect shall report to the Owner in writing known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

g. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

h. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

12) Certificates for Payment

a. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts within five (5) days from Contractor Draw Request.

b. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

c. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

d. The Architect shall advise the Owner’s Representative when the Architect, based on periodic observations, observes work which does not conform to the Contract Documents. Whenever the Owner considers it necessary or advisable, the Owner shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

e. The Architect shall review and document review or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

f. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
g. The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
h. The Architect shall conduct inspections with AIA limited definition to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
i. The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
j. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
k. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
l. The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

12) Owner’s Responsibilities
a. The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project.
b. The Owner shall furnish construction cost estimating services. The Owner shall establish and periodically update an overall project budget for the Project, including the Construction Cost, the Owner’s other costs and reasonable contingencies related to all of these costs.
c. The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundries and contours of the site; locations, dimensions and necessay data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
d. The Owner shall furnish the services of geotechnical engineers. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests,

evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

e. The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
f. The Owner shall furnish for use by the Contractor a Contaminated Soils Management Plan which will provide the Contractor with the necessary requirements to properly handle and /or dispose of contaminated soils in accordance with the requirements of authorities having jurisdiction.
g. The Owner shall furnish for use by the Contractor a Worker Health and Safety Plan which describes the procedures which must be followed by the Contractor's forces while working with or around contaminated soils.
h. The Owner shall review and comment on the Storm Water Management Plan prepared by the Contractor for compliance with Park City Municipal Corporation requirements and standards.
i. The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services that the Owner may require to verify the Contractor's Application for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.
j. The services, information, surveys and reports required by Paragraphs 12.a through 12.i shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
k. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

13) Communications
a. Communications by and with the Service Providers Sub-consultants shall be through the Service Provider.
b. The City representative will be Colin Hilton, who will act on the City's behalf. This representative will be empowered to issue instructions to the Service Provider; to approve the work performed, to authorize additional services, and to suspend or terminate the Service Provider's services. This representative or his/her designee shall attend the regularly scheduled meetings.
c. The Service Provider's representative will be Rick Frerichs, who will act on the Service Provider's behalf.

14) Dispute Resolution
a. Mediation

a.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

a.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

a.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

b. Arbitration

b.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, upon agreement of both parties, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 11.a.

b.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation and which may be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

b.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

b.4 No arbitration arising out of or relating to this agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

b.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law or any court having jurisdiction thereof.

b.6 Prior to submissions of any dispute to arbitration or litigation, the parties hereto agree to first initiate good faith negotiations to amicably solve such dispute. Only following reasonable efforts of the parties to negotiate in good faith to resolve such disputes shall the parties be entitled to submission of matters to arbitration, as provided in this Article 11, or to litigation.

b.7 In the event that arbitration is commenced or a legal action is brought by either party against the other arising out of this Agreement, the prevailing party shall be reimbursed by the other for the prevailing party's reasonable attorney's fees and reasonable costs to defense, in addition to whatever other judgments, if any, may be due.

c. Claims for Consequential Damages

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 18 of the Agreement.

III. Summary of the Work of this Agreement

Attachment A of this agreement describes Phase II and III design development, construction document, bidding or negotiation, and construction administration phase services to be performed by the Service Provider. Unless modified, the scope of this agreement applies to the portions of the Downtown Projects know as the Marsac Renovation, the China Bridge Parking Structure Expansion, Town Plaza, and Police Facility at Snowcreek

IV. Breakdown of Fees

1. Total Fees not to exceed …………………………………………………..... $845,417

The contract amount is a not to exceed amount that includes all services necessary to perform Phase 2 and Phase 3 services as described in this agreement.

Should adjustments be necessary to the overall scope of services, tasks, and fees, the two Parties will address this through written correspondence.

Exhibit "B" – Hourly Rates for added Work

Hourly rates for FFKR and FFKR's Consultants shall be as follows.Architectural

Senior Principal	$185.00
Principal Architect	$125.00
Associate Architect	$85.00
Project Architects	$65.00
Cadd Tech	$55.00

Landscape Architect

Architect	$100.00
Drafter	$45.00

Civil Engineer

Senior Project Manager	$128.00
Project Manager	$118.00
Senior Designer	$96.00
Senior Cadd Operator	$71.00

Structural Engineer

Senior Principal Engineer	$110.00
Senior Engineer	$85.00
Cadd Tech	$60.00

Mechanical Engineer

Senior Engineer	$125.00
Design Engineer	$85.00
Cadd Tech	$60.00

Electrical Engineer

Principal Engineer	$105.00
Project Manager	$71.00
Designer	$60.00
Cadd Tech	$40.00

City Council
Staff Report

Author: Matt Twombly
Subject: Fiscal Assistance Agreement with Utah Division of Parks and Rec. for Quinn's Junction Multi-use Loop Trails
Date: January 11, 2007
Type of Item: Authorization of Fiscal Assistance Agreement (Grant)

Summary Recommendation:
Staff is requesting authorization for the City Manager to execute a Fiscal Assistance Agreement, on a form approved by the City Attorney's Office, with the Utah Division of Parks and Recreation, in order to receive a matching grant, obtain clearances and construct the Quinn's Junction Multi-use Loop Trails.

Description:

Topic: Authorization to enter into a Fiscal Assistance Agreement and direction to proceed with the project outlined below.

Background:
In May of 2006, PCMC applied for the Utah Trails and Pathways Fiscal Assistance Program Federal Recreation Trails Program (RTP) matching grant funding for the Quinn's Junction Multi-use Loop Trails project. On November 20, 2006 the State Trails Program Coordinator sent a letter noticing that the City was awarded $90,000 of the $200,000 project through the Federal RTP. Staff met with the State Coordinator on December 12, 2006 to obtain guidelines of the federal RTP.

The proposed project entails the reconstruction of approximately 10,000 linear feet of old dirt jeep roads with an 8' wide compacted road-base trail and construction of approximately 7,350 linear feet of newly constructed, 8' wide, compacted road-base trails in the City owned open space adjacent to the Quinn's Recreation Complex and the National Ability Center (See map Exhibit B). The proposed project will provide for a variety of non-motorized recreational users including ADA compatible, beginner mountain biking, walking, running, jogging, and cross country skiing.

The project will provide access to Fairway Hills, the Park City Ice Arena and Recreation Complex, and the National Ability Center. During the Quinn's Recreation Complex public meetings, many attendees were interested in increased cross country skiing in the area, more diverse trail types and the School District was also interested in unpaved cross country track trails in addition to the paved trails and recreational fields proposed at the complex. The proposed trails will provide for these uses as well.

Analysis:
Due to the federal funding, the bulk of the project consists of obtaining federal, state and local clearances. Federal clearances required: Environmental, Endangered Species, Native American Tribes. State requirements: Cultural Resource Survey including Historical, Archaeological, and Paleontology clearances and the documentation of the City's best faith effort to solicit bidding by UDOT qualified Disadvantaged Business Enterprises (DBA's). Local clearances required: Summit Land Conservancy, County Weed Abatement, County Low Impact Permit, Park City Planning Commission, and Park City Planning Department. This process requires the hiring of a State qualified consulting firm for the federal and state clearances (new to this process not included in cost est.) which could cost $5,000 or more. This cost can be considered as part of the match. This process takes 6-12 months prior to approval by the Federal Highway Administration (FHWA) and the State Division of Parks and Recreation to construct.

The project briefly consists of clearing and grubbing, slight grading, installation of weed barrier, placement and compaction of the 8 foot wide roadbase trail, and installation of signs.

Construction Estimate:

Clear and Grub 9,000 SY	$10,000
Re-grade/excavate for trail 17,000 SY	$40,000
Weed barrier 17,000 SY	$30,000
4" compacted untreated road-base 140,600 SF@$0.75/SF	$105,400
Seeding, Erosion Control	$7,000
Trail Signs (12x18) 10 signs @ $60/sign	$600
	$193,000
Consultant	$5,000
TOTAL	$198,000.00

The grant is a 50/50 match where the assistance from the State will be a maximum of $90,000 and the City's portion will be $90,000 or more depending on the final project costs. The project shall be started within 180 calendar days of signing the agreement and be completed by December 31, 2008. Six month extensions to final completion are available upon request. The grant funding will be reimbursed to the City upon final completion of the project including all required documentation.

Upon execution of the Cooperative Agreement, City staff will engage and contract with a State qualified consultant for the environmental clearances for the project. The project will likely be bid for construction in the summer of 2007, with a construction completion anticipated for September 2007.

Department Review: City Manager, Sustainability Implementation Team, Legal Department.

Alternatives:

A. Approve the Request: Staff is requesting authorization for the City Manager to execute a Fiscal Assistance Agreement with the Utah Division of Parks and

Recreation, for a matching grant to obtain clearance and construct the Quinn's Junction Multi-use Loop Trails.

B. **Deny the Request:** The grant money will not be available for the project.

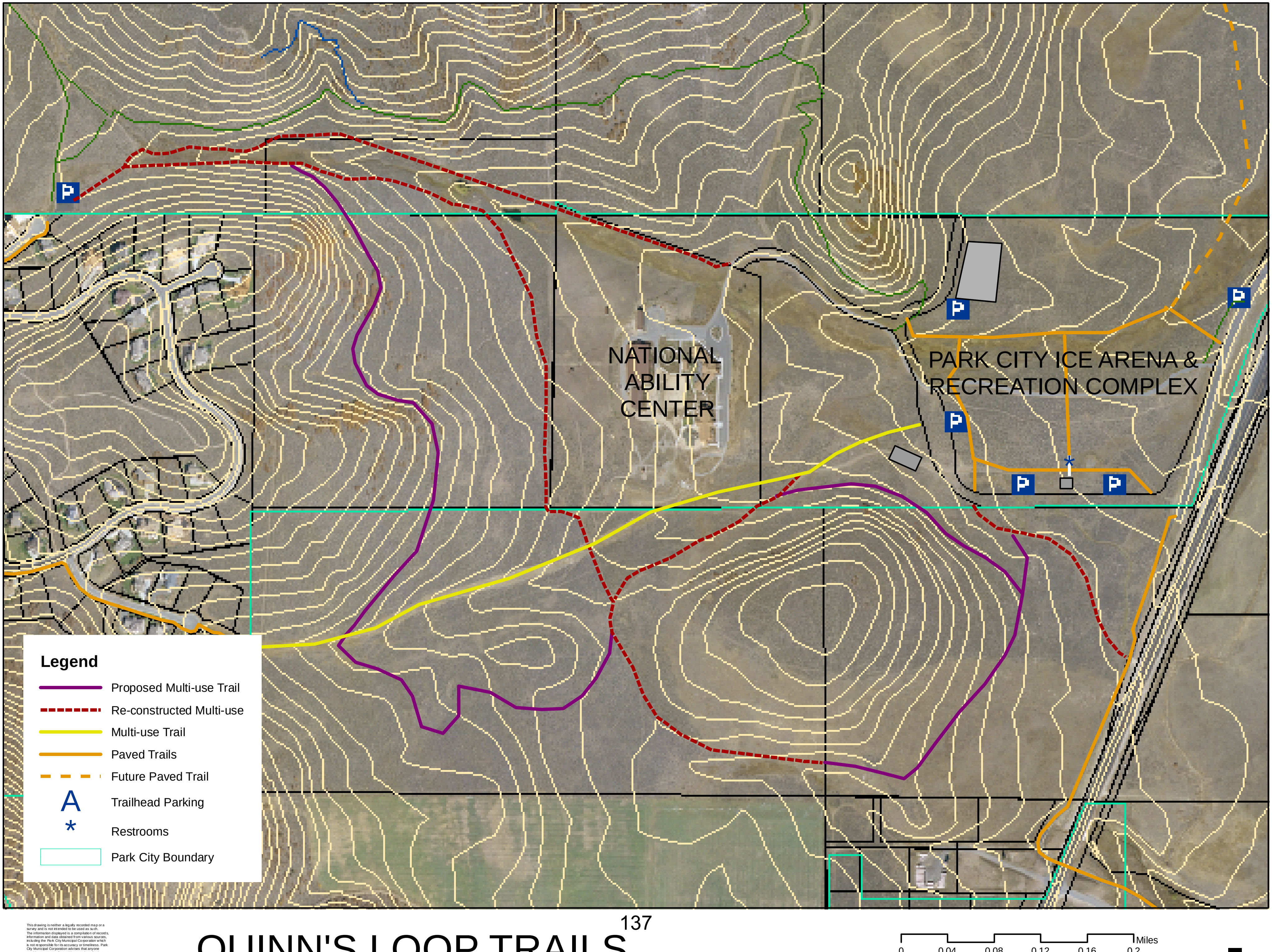
C. **Continue the Item:** Continuing the item would delay the execution of the agreement and construction of the project.

D. **Do Nothing:** This will have the same impact as continuing the item.

Significant Impacts / Consequences of not taking the recommended action:
Funding for the $90,000 City match is available from CIP #92 Open Space Improvements which is set up "For maintenance, improvements, and acquisition of Open Space.

Recommendation:
Staff is requesting authorization for the City Manager to execute a Fiscal Assistance Agreement on a form approved by the City Attorney's Office with the Utah Division of Parks and Recreation, for a matching grant to obtain clearance and construct the Quinn's Junction Multi-use Loop Trails and to proceed with the project as outlined in the report.

Attachments:
Cooperative Agreement
Project Area Map



QUINN'S LOOP TRAILS

STATE CONTRACT #-
Vendor No.
Commodity Code

UTAH DIVISION OF PARKS AND RECREATION
TRAILS AND PATHWAYS FEDERAL FUNDING PROGRAM

FISCAL ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this _______ day of ______, **2006**, between the UTAH DIVISION OF PARKS AND RECREATION, hereinafter referred to as the DIVISION, and **Park City Municipal Corporation**, qualifying under this agreement as a federal agency, state agency, or political subdivision of the State of Utah and hereinafter referred to as the PARTICIPANT.

WHEREAS, the DIVISION and the PARTICIPANT desire to provide for the planning, acquisition, construction, or improvement of motorized and/or non-motorized trails and associated facilities in Utah; and,

WHEREAS, the federal Recreational Trails Program (RTP) funds for this purpose to be matched by the PARTICIPANT for said project of planning, acquisition, construction, or improvement of motorized and/or non-motorized trails and associated facilities hereinafter described; and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 490, 504-504a, 555, 557, 571c, 572, 579a, 580c-5801, 581i-l), specifically Sec. 5; the Cooperative Funds Act of June 30, 1914 (CH. 131, 38 Stat. 415, as amended: 16 U.S.C. 498); and the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579.

NOW, THEREFORE the DIVISION and PARTICIPANT hereby agree as follows :

PROJECT EXECUTION for: Quinn's Junction Multi-Use Loop Trails

AMOUNT OF FEDERAL RTP FUNDING **$ 90,000 FY06**

AMOUNT OF PROJECT PARTICIPANT FUNDING **$ 90,000**

TOTAL TRAIL PROJECT EXPENDITURES **$180,000**

1. The DIVISION shall reimburse the PARTICIPANT up to a total of **$90,000** from funds made available from the federal Recreational Trails Program (RTP) and/or the State of Utah upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application, which application, by reference is made part of this agreement. Said project shall be started within 180 calendar days and be completed on or before **December 31, 2008.**

2. The PARTICIPANT shall comply with all applicable Federal and State Statutes and will be responsible for obtaining any necessary permits and approvals prior to commencement of the project such as the RTP Environmental Study Check List

3. Each contract the PARTICIPANT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

   The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Division deems appropriate.

4. The PARTICIPANT, excluding federal agencies, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.

5. The PARTICIPANT agrees that the project area acquired, developed or improved pursuant to this agreement shall not be converted to other than public motorized and/or non-motorized recreational trail use without written notice to the Director of the Utah Division of Parks and Recreation. Furthermore, if a trail developed with National Recreational Trail and/or State funds is converted to other use, another trail or trail facility of comparable value, as mutually agreed upon by both parties, in the same general location, will be provided by the PARTICIPANT.

6. The PARTICIPANT shall maintain all facilities and property covered by this agreement in a safe, usable, and attractive condition. The DIVISION makes no claims to ownership nor management interests of facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

6. The PARTICIPANT shall provide suitable permanent public acknowledgment of State participation at the project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement.

B. TERMINATION

1. The PARTICIPANT, upon written notice to the DIVISION and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The project shall be deemed commenced when the PARTICIPANT makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the project.

2. The PARTICIPANT shall, at no cost to the DIVISION, execute, complete, operate and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are by this reference made part hereof. <u>Failure to render satisfactory progress or to complete this Project may be cause for the suspension of all obligations of the DIVISION under this agreement.</u> In the event this agreement is terminated under the provisions of this paragraph and in the event the Project has not been brought up to a useful stage at the time of such termination, the PARTICIPANT shall reimburse to the DIVISION all payments which have been received by the PARTICIPANT under this agreement.

3. Failure by the PARTICIPANT to comply with the terms of this agreement, if not corrected within thirty (30) days after written notice form the DIVISION, shall be cause for suspension of all obligations of the DIVISION hereunder and may result in a declaration by the DIVISION that the PARTICIPANT is ineligible for participation in DIVISION sponsored grant programs.

C. FINANCIAL RECORDS

1. The PARTICIPANT shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.

2. The PARTICIPANT shall provide to the DIVISION a fiscal report within sixty days upon completion of the project on forms to be provided by the DIVISION. Said report shall include an accounting of project expenditures and assurances that all monies paid to the PARTICIPANT by the DIVISION under this agreement were used for the planning, acquisition, construction, or improvement as herein described. Said report shall include a summary list of all personnel, supplies, materials and construction costs associated with this project in a manner prescribed by the DIVISION.

3. The DIVISION, upon reasonable notice, shall have access to and the right to examine such books, documents, papers or records as the DIVISION may reasonably require.

4. The PARTICIPANT agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the DIVISION.

FURTHER, the PARTICIPANT shall prosecute all phases and aspects of the project in a timely manner and shall in all respects comply with the terms, conditions, covenants and other obligations of this agreement. It is understood and agreed that the PARTICIPANT shall have the basic responsibility for all phases and aspects of the project, and that all phases are subject to review and acceptance by the DIVISION.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the year and day first above written:

Park City Municipal Corporation		**State – Utah Division of Parks and Recreation**	
Signature	Date	Agency's Signature	Date
Title		Budget & Acct Officer	Date
		Div. of Finance	Date

(other names and lines if necessary)

City Council
Staff Report

PARK CITY 1884

Author: Brooke Moss
Human Resources
Subject: Council Appointments to Employee Transfer & Discharge Appeal Board

Date: January 11, 2007

HUMAN RESOURCES

Type of Item: Administrative

Summary Recommendations:

Description:
At the first council meeting of each year, the City Council needs to appoint two members and an alternate to serve on the Employee Transfer & Discharge Appeal Board.

Topic:
The Employee Transfer Discharge and Appeal Board (ETDAB) consists of two appointed council members, an alternate to serve in their absence, three elected employees and an alternate from all employees represented. This appointment is in accordance with Utah State Code.

Background:
In November of 1999 council approved the establishment of ETDAB according to Section 2-6-2 within Title 2, Chapter 6 of the Municipal Code in conjunction with Park City Municipal Policies and Procedures and as set forth in Utah Code Annotated 10-3-1106, as amended. This statute prohibits the discharge or transfer of employees to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of departments. The statute also provides that any employee who is discharged or transferred from one position to another, for any reason, shall have the right to appeal the discharge or transfer the ETDAB. A formal appeal was held in 2006 for the first time in two decades.

Analysis:
The ordinance approving the establishment of the ETDAB was passed by Council in November of 1999. The appointment of council members must be made during the first regular council meeting of each year. The ETDAB consists of two Council members, currently Jim Hier and Marianne Cone with Joe Kernan as an alternate and three full-time regular City employees. Staff elected to serve for 2007 includes Karen Maxwell, Finance Department, Pam Evans, Public Works, Rod Ludlow, Police Department and Ron Ivie from the Building Department as the alternate. The ETDAB meets only if and when a formal appeal challenging a transfer or discharge is filed by a City employee.

Department Review:
Legal Department
Human Resources

Alternatives:

A. **Approve the Request:**
Council is being asked to appoint two members and an alternate based on prior approval of ETDAB.

B. **Deny the Request:**
Denying the request should not be an option as prior approval has already been made.

C. **Continue the Item:**

Significant Impacts:
There are no significant impacts. This action coincides with the council liaison appointments to other boards and committees regularly occurring in January of each year.

Consequences of not taking the recommended action:
Failure to make the required appointments would leave the City out of compliance with policies and procedures.

Recommendation:
The City Council should appoint two members and an alternate to serve on the Employee Transfer and Discharge Appeal Board for one year to remain in compliance with Park City and Utah State Code.

Administrative Rules of the Employee Transfer and Discharge Appeals Board (ETDAB)

These rules are to be adopted by the ETDAB at their first meeting. A board member should recuse himself/herself if the appellant is a direct report of the board member or someone with whom the board member shares a family relationship as that relationship is defined in Section 2.7 of the Policy and Procedures Manual.

The appeal shall be taken by filing a written notice of the appeal with the City Recorder within ten days after the discharge or transfer. Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the members of the Appeal Board. Upon receipt of the referral from the City Recorder, the Appeal Board shall forthwith commence its investigation, take and receive evidence and fully hear and determine the matter which relates to the cause for the discharge or transfer.

The employee shall be entitled to appear in person and to be represented by counsel, to have a public hearing, to confront the witness whose testimony is to be considered, and to examine the evidence to be considered by the Appeal Board.

In the event the Appeal Board upholds the discharge or transfer, the officer or employee may have 14 days thereafter to appeal to the governing body whose decision shall be final. In the event the Appeal Board does not uphold the discharge or transfer, the case shall be closed and no further proceedings shall be had.

The decision of the Appeal Board shall be by secret ballot and shall be certified to the City Recorder within 15 days from the date the matter is referred to it. The Appeal Board may, in its decision, provide that an employee shall receive his salary for the period of time during which he is discharged, or any deficiency in salary for the period he was transferred to a position of less remuneration but not to exceed a 15 day period. In no case shall the appointive officer or employee be discharged or transferred, where an appeal is taken, except upon a concurrence of at least a majority of the membership of the governing body of the municipality.

In the event that the Appeal board does not uphold the discharge, or transfer, the City Recorder shall certify the decision to the employee affected, and also to the head of the department from whose order the appeal was taken. The employee shall be paid his salary, commencing with the next working day following the certification by the City Recorder of the Appeal Board's decision, provided that the employee, or officer, concerned reports for his assigned duties during that next working day.

City Council
Staff Report

Public Affairs & Communications

Author: Myles C. Rademan
Subject: COSAC Appointments
Date: January 11, 2007
Type of Item: Recommendation

Summary Recommendations: Appoint 17 members to COSAC III (named below) as recommended by Council liaisons to COSAC Dana Williams and Jim Hier.

Description: Appointment of members of COSAC

Topic:
Recommendation on COSAC appointments

Background:
Voters in Park City overwhelmingly passed (82.3%) a $20 million open space bond on November 7, 2006.

Council has chosen to appoint an advisory board to make recommendations to Council on acquiring and preserving open space using the proceeds from this open space bond as former Council's did with the two previous open space bonds of 1998 and 2002.

COSAC's role is purely advisory to the City Council and is not in any way mandated by law or ordinance. Members serve at the discretion of the City Council and are appointed for a three year term. Due to COSAC's advisory role, meetings do not need to be open to the public or noticed.

Following City Council direction, Council liaisons to COSAC, Mayor Dana Williams and Councilmember Jim Heir, met on Thursday, January 4, to recommend COSAC appointments to the full Council.

Seven boards and/or organizations were asked to nominate members, and Dana & Jim concur that these applicants should be appointed to COSAC:

- Park City Planning Commission – **Jim Barth**; **Julie Pettit (alternate)**
- Recreation Advisory Board - **Carol Potter; Jen Franklin (alternate)**
- Summit Land Conservancy – **Cheryl Fox; Tina Quayle (alternate)**
- BOSAC - **Jan Wilking**
- Park City Chamber/Bureau - **Shirin Spangenberg**
- Park City Board of Realtors – **Kari Del Hays**
- Mountain Trails Foundation - **Greg Balch**

Fourteen candidates applied for at-large seats. Council liaisons felt that there were many outstanding applicants and that the number of at-large seats should be capped at ten (10), and that if a board and/or organization was already formally represented on COSAC there should not be an additional member of that board and/or organization appointed.

Applications for the at-large COSAC seats were received from:

- Gordon La Haye
- Jolie McTavish
- Tod Frohnen
- John Huebner
- Suzanne Sheridan
- Richard Sheinberg
- Brooke Hontz
- John Ziegler
- Hans Fuegi
- Tina Smith
- Brad Olch
- Jen Franklin
- Gabrielle Caruso
- Kyle Witt

Council liaisons Dana Williams and Jim Hier recommend that Council appoint the following members to serve on COSAC for a three year term:

1. **Jolie McTavish**
2. **Tod Frohnen**
3. **John Huebner**
4. **Suzanne Sheridan**
5. **Brooke Hontz**
6. **John Ziegler**
7. **Hans Fuegi**
8. **Brad Olch**
9. **Gabrielle Caruso**
10. **Kyle Witt**

Analysis:
Following Council direction, Council's two liaisons to COSAC, Mayor Dana Williams and Councilmember Jim Hier, reviewed the seven board/organization endorsed COSAC candidates and the fourteen at-large applications.

They recommend that all the board/organization candidates by seated on COSAC as proposed and that ten at-large members be appointed for three year terms.

Council liaisons determined that if a board/organization already endorsed one member to serve on COSAC this would be sufficient representation from that group and that other members who serve on that board/organization should not be appointed. They also determined that COSAC should be limited to ten at-large members.

The total recommendation is for a 17 member COSAC board.

Department Review:

Public Affairs, Legal

Alternatives:

Approve the Request:

Appoint the 17 members as recommended by Council liaisons.

Deny the Request:

Do not appoint the recommended members, or substitute members.

Continue the Item:

The first COSAC meeting is scheduled for Tuesday, February 13, so it is important to appoint members in the near future if not at this Council meeting.

Do Nothing:

No COSAC members will be appointed.

Significant Impacts:

Consequences of not taking the recommended action:

COSAC will not be able to begin it's deliberative process of advising the City Council on open space acquisitions and preservation using the proceeds from the $20 million open space bond.

Recommendation:

Appoint 17 members to COSAC III (named above) as recommended by Council liaisons to COSAC Dana Williams and Jim Hier.

City Council
Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Author: Brooks T. Robinson
Subject: United Park City Mines Company Annexation of Lands at PCMR
Date: January 11, 2007
Type of Item: Legislative – Annexation and Amendment to the Official Zoning Map, Amendment to Flagstaff Mountain Development Agreement

Summary Recommendations

Staff requests the City Council re-open the public hearing; and review the requested annexation, amendments to the Park City zoning map, and amendments to the Flagstaff Mountain Development Agreement. Staff has provided an Annexation Agreement, amended Zoning Map, and ordinance approving the amendments to the Flagstaff Mountain Development Agreement for the Council's consideration.

Topic

Applicant:	United Park City Mines Company, Deer Valley Resort
Location:	Park City Mountain Resort west of current corporate boundaries.
Zoning:	Summit County Mountain Remote
Adjacent Land Uses:	Predominately undeveloped land, ski terrain, and contiguous to Treasure Hill subdivision
Reason for Review:	Annexations, Amendments to the Zoning Map, and amendments to a Development Agreement require Planning Commission review and City Council approval

Background

On December 21, 2006, the City Council opened the public hearing the proposed annexation of 2,800 acres located to the west of the municipal boundary, changes to the official zoning map, and amendments to the Flagstaff Mountain Development Agreement (DA). Please refer to the staff report and exhibits for the December 21st meeting for additional background information.

The City Council continued the hearing on December 21st and asked for additional information. At the time of the hearing there were three outstanding issues: a water agreement between the City and the mining company; conservation easement language; and consideration to Park City Mountain Resort regarding increased costs. Additional questions and requests for information were posed by the Council. All of these items are discussed below.

In addition, Bob Wells of Deer Valley Resort clarified that Deer Valley owns the 236 acre Shadow Lake parcel that is included in the annexation and deed restriction and Deer Valley consents to the proposed actions and restrictions.

Analysis

Conservation Easement

The applicant handed out a one page sheet (Exhibit A) at the meeting of December 21st listing changes to the Reserved Uses. These changes are more restrictive than the previous draft and the staff of Summit Land Conservancy has found these changes acceptable subject to approval by their Board.

PCMR Financial Issues

The City Council had previously given direction to the applicant to resolve this issue. The applicant has stated their offer to PCMR to cover the additional costs incurred by their tenant due to the differences from unincorporated Summit County and Park City. Talisker agreed to pay this difference for five years with no cap on the costs. The City Budget Director has provided a spreadsheet (Exhibit B) identifying an annual differential of current taxes and fees of approximately $36,000. It is unknown if and to what extent these taxes and fees will change within the next five years. The majority of the difference is due to franchise fees in the City which would only change due to the City Council or State legislature amending existing code.

Talisker and PCMR have not reached agreement. Council should either: a) continue to follow the task force and Planning Commission recommendation that the annexation proceed only if PCMR consents to the application and direct PCMR to file further legal argument while the City cannot proceed with the annexation without PCMR consent; or b) move forward with the application, allowing the parties to address the terms of the long term lease and the impacts of annexation in court if necessary. The City may be brought into such action and the rights of the deed restriction/easement could be further impacted.

Water Agreement

A new section of the Development Agreement (Subsequent Agreements 2.10.2) relates to water agreements between the City and the Developer. A current water agreement has not been finalized. The amended DA shows a blank date for item (iii). For the December 21st meeting the City and the applicant proposed different language regarding ongoing discussions on water and a possible discharge permit from the UDEQ and/or USEPA. Council had previously directed that this issue be resolved prior to approving the amended DA. After considerable discussion and differing opinions, staff has identified three options in order of overall staff preference:

1. Council can approve the amended DA with staff's recommendation on language. This option places the responsibility for a possible discharge permit on UPCM. This is the recommended action. Staff strongly urges that the Council finalize the matter now. When the City allows important agreements such as this to get delayed and handled in piecemeal fashion at a timing advantageous to the

applicant, the City loses the ability to negotiate the best possible solution in a comprehensive manner with regard to the impacts of the overall development activity.

2. Council could specify a cost sharing percentage (50/50) to insert in the current draft agreement. This option recognizes the possibility of joint responsibility and while risking that the City actually has no potential risk of cost, it would cap any potential liability and be consistent with a history of cooperation at the tunnel.
3. Council can memorialize the current water agreements and eliminate the reference for item (iii) and direct staff and the applicant to continue to cooperatively pursue a new agreement including sharing the responsibilities and liabilities of a potential discharge permit.

Park and Ride

The applicant has provided a cost estimate for the Park and Ride project. The $1.8 million estimate is derived from similar construction and paving projects and includes the access road and storm water detention. What is not included in the cost estimate is the improvement to the County Road that will be necessary for City buses to use. The phasing for this project is somewhat tied to the Summit County review process. An application has been submitted to the County for review. Instead of a specific date tied to a Montage process (building permit, certificate of occupancy), staff has agreed to the performance bond. The applicant also agrees to complete the project within two years of approval or forfeit the performance bond.

Responding to another request by Council, the applicant has inserted the line, "[This parking area will serve as the location for Montage construction parking, and DEVELOPER shall be responsible for providing or arranging construction parking shuttles.]" in section 3.1 of the amended DA.

Affordable/Employee Housing

The additional 20 Affordable/Employee Units (AEUs) proffered by the applicant are proposed to be located at Quinn's Junction. In response to Council questions, the applicant will construct the units within 18 months of the annexation of Park City Heights, if that occurs.

Iron Mountain restriction

Staff has reviewed the Iron Mountain deed restriction. The restriction allows for amendments to the document only if all parties, including the City, agree to the amendments. The restriction on ski lifts remains.

Beano's Cabin

The applicant has submitted additional information regarding the Beano's Cabin on-mountain restaurant in Vail (Exhibit C). It is unknown at this time what the size of the restaurant will be because the membership in the Talisker Club is unknown. It is anticipated that the Talisker Club will in the range of 600 members which is similar to Beano's. Since its construction, the Beano's Cabin in Vail is 10,000 square feet. It is unknown why the Development Agreement stated that Beano's was 7,000 square feet.

The applicant is requesting latitude in designing the restaurant based on membership numbers.

Transit Plan
Attached as Exhibit D is the amended Transit Plan that incorporates changes relating to the Montage hotel and its transit/shuttle service for guests and employees.

Gondola
The task force, Planning Commission and the majority of the City Council recommended that the "No Gondola" option of traffic mitigation be utilized with the $1 million to be paid to the City to be used for enhanced transit to the project. Talisker has agreed to spend an additional $10,000 for a skier amenity gondola feasibility study, in conjunction with the City and other affected parties.

Empire Day Lodge
In the staff report for December 21st, staff recommended that the existing language, as previously amended, be incorporated into the proposed language. This recommendation is to include the Conditional Use and traffic mitigation as well as the prohibition on day skier parking. It was perhaps unclear that staff also recommended that the 75 parking spaces for the Empire Day Lodge be included in the parking allocation for the B-2 area.

No further information was requested on other items listed in the Development Agreement amendments.

Alternatives

- The City Council may approve the UPCM Annexation of Lands at PCMR, the amendment to the Park City Zoning Map, and the amended Flagstaff Development Agreement as conditioned or amended, or
- The City Council may deny the UPCM Annexation of Lands at PCMR, the amendment to the Park City Zoning Map, and the amended Flagstaff Development Agreement and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on UPCM Annexation of Lands at PCMR, the amendment to the Park City Zoning Map, and the amended Flagstaff Development Agreement.

Consequences of not taking the Suggested Recommendation
The proposed annexation would not occur and the 2,800 acres would remain outside of the City limits. In addition, the proposed changes to the Flagstaff Mountain annexation and transfer of density would not occur. The Montage MPD and CUP would not proceed. It is likely that the remainder 185 Unit Equivalents and 98 residential units would be developed in a fashion similar to Pod A.

Recommendation
Staff requests the City Council re-open the public hearing; and review the requested annexation, amendments to the Park City zoning map, and amendments to the Flagstaff Mountain Development Agreement. Staff has provided an Annexation Agreement, amended Zoning Map, and ordinance approving the amendments to the Flagstaff Mountain Development Agreement for the Council's consideration.

Exhibits
Exhibit A – Reserved Uses on Conservation Easement
Exhibit B – City vs County Costs
Exhibit C – Beano's Cabin/Treehouse
Exhibit D – Amended Transit Plan

Ordinance No. 07-

AN ORDINANCE APPROVING THE UNITED PARK CITY MINES COMPANY AND DEER VALLEY ANNEXATION OF LANDS AT PCMR AND APPROVING AN AMENDMENT TO THE PARK CITY ZONING MAP TO PLACE THE LANDS AT PCMR INTO THE RECREATION OPEN SPACE (ROS) ZONING DISTRICT AND APPROVING AMENDMENTS TO THE FLAGSTAFF MOUNTAIN DEVELOPMENT AGREEMENT, PARK CITY, UTAH.

WHEREAS, the owners of 2,800 acres of property located in unincorporated Summit County have petitioned the City Council for approval of the Annexation of Lands at PCMR into the City limits, an amendment to the current City Zoning Map and an amendment to the Flagstaff Mountain Development Agreement; and

WHEREAS, the proposed annexation is approximately 2,800 acres in size; and

WHEREAS, the zoning for the 2,800 acres will be Recreation Open Space (ROS) and zoning for the 139 acres currently within the City will also be Recreation Open Space (ROS); and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

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

WHEREAS, the Planning Commission held a public hearing on December 13, 2006, to receive input on the Annexation of Lands PCMR, the amendment to the Park City Zoning Map, and the amended Flagstaff Development Agreement; and

WHEREAS, the Planning Commission, on December 13, 2006, forwarded a positive recommendation to the City Council; and,

WHEREAS, on December 21, 2006, the City Council held a public hearing on December 13, 2006, to receive input on the Annexation of Lands PCMR, the amendment to the Park City Zoning Map, and the amended Flagstaff Development Agreement; and

WHEREAS, on January 11, 2007, the City Council approved the Annexation of Lands at PCMR, an amendment to the Park City Zoning Map and amendments to the Flagstaff Mountain Development Agreement; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Annexation of Lands at PCMR, amendments to the Park City Zoning Map, and amendments to the Flagstaff Mountain Development Agreement.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Annexation of Lands at PCMR and amendment to the Park City Zoning Map as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located within unincorporated Summit County and contains approximately 2,800 acres to be annexed into Park City.
2. Deer Valley owns a 236 acre parcel within the annexation area known as the Shadow Lake parcel. The rest of the annexation area is owned by United Park City Mines Company.
3. The current county zoning is Mountain Remote.
4. As part of the annexation petition the petitioner has requested Recreation Open Space (ROS) zoning for the entire 2,800 acre parcel and an additional 139 acre parcel currently within the City Limits and zoned Estate (E).
5. The proposed land uses are consistent with the purpose statements of the proposed zoning district. The applicants have volunteered to restrict all residential and commercial lodging by transferring all potential density to an existing development area within the Flagstaff Mountain annexation area. These restrictions are reflected in the annexation agreement.
6. Preliminary site analysis demonstrates existence of sensitive lands on the property. Therefore, the proposed SLO zoning is appropriate.
7. The proposed annexation meets the purposes stated in the Annexation Policy Plan, in that this annexation contributes to the achievement of the goals and policies of the Park City General Plan and further protects the general interests and character of Park City by including several historic mining era structures within the Park City boundary, and provides 2,800 acres of open space and ski resort related uses.
8. The annexation will bring the property into the Park City Municipal Corporation boundary and enable services to be provided to the Property, such as police and water, which are more easily accessible from the City than the County.
9. Annexation of this parcel will not create an island, peninsula, or irregular city boundary. The annexation is a logical extension of the City Boundary.
10. This property is located within the Park City Annexation Expansion Area, adopted by the City Council in 2003.
11. Provision of municipal services for this property is more efficiently provided by Park City than by Summit County.
12. Areas of wetlands, visible ridges, and steep slopes have been identified on the property. It is reasonable to include this property within the Sensitive Lands Overlay Zone.
13. It is reasonable and logical to provide municipal level services to this property adjacent to the western boundary of Park City. The annexation provides an open space buffer between Park City and the proposed boundary to the west.
14. The application is subject to the City’s Affordable Housing Resolution 17-99 in that residential density is being transferred to another location in the City.

Affordable Housing is being provided under the current requirements of the Flagstaff Mountain Development Agreement, as amended.

15. The Findings of the staff report dated December 21, 2006, are incorporated herein.

Conclusions of Law:

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

Conditions of Approval:

1. The Official Zoning Map shall be amended to include the UPCM Annexation of Lands at PCMR property within the Recreation Open Space (ROS) District and within the Sensitive Lands Overlay (SLO) Zone.
2. The Official Zoning Map shall be amended to change the 139 acre parcel within the Park City limits currently zoned Estate (E) to Recreation Open Space (ROS).
3. The annexation agreement shall be substantially the same as Exhibit B, in a form approved by the City Attorney, and fully executed and recorded with the Annexation Plat.
4. The Flagstaff Mountain Development Agreement shall be substantially the same as Exhibit C, in a form approved by the City Attorney, and fully executed and recorded with the Annexation Plat.
5. The Deed Restriction and Conservation Easement for the Annexed Lands shall be substantially the same as Exhibit D, in a form approved by the City Attorney, and fully executed and recorded with the Annexation Plat.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect with the execution of the amended Flagstaff Development Agreement and UPCM Lands at PCMR Annexation Agreement.

PASSED AND ADOPTED this 11th day of January, 2007.

(a) Substantial and regular recreational uses consisting of winter and summer recreational uses to include (i) bike trails, (ii) avalanche hazard reduction, (iii) forestry management, (iv) culinary water lines, pump stations and storage tanks, and (v) snowmaking water lines, pump stations, storage tanks and storage ponds, all of which are to be implemented in a manner not inconsistent with Conservation Values but which shall not involve the construction of any new buildings;

(b) The protection, maintenance, repair, renovation, restoration and use of the Historic Mining Structures by Grantor subject to the approval of Park City Municipal Corporation, in cooperation with the Utah Historic Preservation Society, and in a manner not inconsistent with the Conservation Values;

(c) The construction, installation, use, maintenance, repair, replacement and relocation of utilities including water wells, water lines, sanitary sewer lines, storm sewer lines and the right to discharge their flows, natural gas lines, electric power lines, cable television lines, telephone lines, and other utility lines, together with the right to temporarily stockpile materials and equipment as expressly approved by the Grantee, so long as such uses are necessary for the Reserved Use Rights, are located in disturbed areas such as ski runs or existing utility corridors (unless otherwise approved by the Grantee) and are not inconsistent with Conservation Values;

(d) The use, maintenance and repair of existing roads (no new roads may be constructed) provided all applicable land use approvals are obtained from Park City Municipal Corporation (nothing herein shall be deemed as such approval) and such are done in a manner not inconsistent with Conservation Values;

(e) All activities on the Property that are necessary to perform investigation, remediation, closure and/or reclamation work consistent with or required by law with respect to any portion of the Property that has been used previously for mining activities or mining operations;

(f) The right to access all subsurface oil, gas or other minerals by subsurface techniques to the maximum extent permitted by a “Qualified Mineral Interest” within the meaning of Section 170(h)(6) of the Code provided that such rights are exercised only without use of any surface mining method and only in a manner which is not inconsistent with the Conservation Values.

(g) Passive uses otherwise allowed by the Park City Land Management Code in the ROS District intended to preserve and protect the Conservation Values.

4. Prohibited Uses and Practices. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Any residential construction or use including hotels and overnight lodging, and any surface mining, use of surface mining methods or mining by any method inconsistent with Conservation Values; and

PCMR - County vs. City Cost Analysis*

Taxes and Fees	Current PCMR costs in County			Estimated City costs			Estimated $	Increases %
Utah Power & Light - taxes								
PCMR spent $413,753.72 on power in the county before taxes in 05/06								
State Taxes								
State Sales Tax	4.75%	$	19,653.30	4.75%	$	19,653.30		
County Taxes								
Local Option Tax	1.00%	$	4,137.54					
County Option Tax	0.25%	$	1,034.38	0.25%	$	1,034.38		
RAP Tax	0.10%	$	413.75	0.10%	$	413.75		
City Taxes:								
Local Option Tax				1.00%	$	4,137.54		
Resort Community Tax				1.00%	$	4,137.54		
Transit Tax				0.25%	$	1,034.38		
Municipal Energy Sales/use tax				6.00%	$	24,825.22		
Total Tax		**$**	**25,238.98**		**$**	**55,236.12**	**$ 29,997.14**	**118.85%**
Business license fees								
Snow Hut	Flat Rate	$	175.44					
Interior - sq. ft. - 6000				29.70%	$	1,828.00		
Deck - sq ft. - 4000				8.20%	$	116.00		
Summit House	Flat Rate	$	175.44		$	-		
Interior - sq. ft. - 9000				29.70%	$	2,719.00		
Deck - sq ft. - 4000				8.20%	$	116.00		
Mid Mtn Lodge ('08-'09)	Flat Rate	$	175.44		$	-		
Interior - sq. ft. - 9000				29.70%	$	2,719.00		
Deck - sq ft. - 6578				8.20%	$	190.76		
Total Business License Fees		**$**	**526.32**		**$**	**7,688.76**	**$ 7,162.44**	**1360.85%**
Beer License fees								
Snow Hut		$	400.00		$	100.00		
Summit House		$	400.00		$	100.00		
Mid Mtn Lodge		$	400.00		$	100.00		
Total Beer License Fees		**$**	**1,200.00**		**$**	**300.00**	**$ (900.00)**	**-75.00%**
Total Taxes and Fees		**$**	**26,965.30**		**$**	**63,224.88**	**$ 36,259.59**	**134.47%**

Estimated Costs Future Projects	Current PCMR costs in County		Estimated City costs		Estimated $	Increases %
Gondola - 10 mil project	$	70,000.00	$	165,000.00	**$ 95,000.00**	**135.71%**
					$ -	**0.00%**
					$ -	**0.00%**
Total of Estimated Future Costs	$	70,000.00	$	165,000.00	**$ 95,000.00**	**135.71%**

Property Tax Rate Comparison						
	05 County Rate	0.010124	05 City Rate	0.010709	**0.0585%**	**5.78%**

* Amounts and rates in this study were provided by PCMR. City Staff analysis of this spreasheet was limited to ensuring that the appropriate rates and fees were applied to the amounts provided by PCMR. Staff did not evaluate the "Estimated Costs Future Projects" section as insufficient information was provided.

Treehouse Information

The Treehouse size limitation under the existing Development Agreement is based on erroneous factual information in the Development Agreement regarding Beano's. The existing Development Agreement recites that Beano's is 7,000 square feet, when, in fact, Beano's is 10,000 square feet.

In evaluating the feasibility and potential sizing requirements for the Treehouse, the following information and comparables were used to guide this evaluation:

- The 10,000 square feet Beano's facility seats 140 (71.4 sq. ft. per seat).
- Vail Resorts later added another facility based on the mealtime needs and success of Beano's.
- Vail also subsequently constructed Zach's Cabin, which is 10,800 square feet and seats 154 (70.1 sq. ft. per seat).

Talisker will request final approval on the size of the Treehouse once preliminary design work is complete.