

MEETING RECOMMENDATIONS

PARK CITY

1884

COUNCIL AGENDA REPORT

DATE: October 30, 1995
DEPARTMENT: Planning Department
AUTHOR: Peter Staks
TITLE: Street vacation/dedication
TYPE OF ITEM: Final Street Dedication Plat

SUMMARY RECOMMENDATIONS:

Recommend that the City Council accept the dedication of a new Deer Valley Drive East, generally located in front of the new Snow Park Lodge, subject to the Findings of Fact, Conditions of Approval and Conclusions of Law as provided.

DESCRIPTION:

Project statistics:

Applicant: Deer Valley Resort Company c/o Bob Wells.
Location Along Deer Valley Drive East in front of Snow Park Ski Lodge.
Zoning: RD-MPD with a CUP per the 7th amended Deer Valley MPD.
Proximity: In front of the Snow Park Ski Lodge
Parcel Size: Dedication: .52 acres, Vacation: .63 acres
Application: June 13, 1995

A. Topic.

This item is a final street plat for the dedication of a new road to substitute for that removed and redesigned with the renovation of the Snow Park Lodge.

B. Background.

The Planning Commission approved a Conditional Use Permit and revision to the Deer Valley MPD, for modifications to the Snow Park Lodge at Deer Valley Resort, on March 22, 1995. One of the Conditions of Approval required that the Resort Company formally abandon and rededicate the appropriate sections of Deer Valley Drive to accomodate the new plans.

The Planning Commission publically advertised the plat and provided courtesy notice to the surrounding property owners per the Land Management Code. The Planning Commission held a public hearing on October 11, 1995 and recommended the vacation/dedication, per submittal, to the City Council.

To the date of this report, staff has not received any phone calls or written correspondence either in favor of the plat or against the proposed project.

C. Analysis

Approval of the Conditional Use Permit and MPD Revision, essentially fixed the abandonment and dedication parcels. This application simply formally vacates the section of road immediately in front of the building (which becomes drop-off space per the plans) and dedicates a substitute portion of the street through the platting process.

Since the Deer Valley Resort is the current owner on either side of the abandoned street, title of the vacated portion of the street is transfered to them. Likewise, because the dedicated portion of land is entirely owned by Deer Valley Resort, they are making the entire dedication.

Aside from the Lodge itself, no other owners should be affected by this right of way action.

Since no variances to standard conditions have been requested, all other Conditions of Approval and standard Park City Construction Requirements shall be required to be implemented.

Because the issues of vacation and dedication of roadways involve, in this case, the allowance of skier use of an underpass to the roadway, the City Council should also authorize the execution of the "AMENDED AND RESTATED ENCROACHMENT PERMIT DEER VALLEY SKIER BRIDGES AND TUNNELS" which is attached.

The City Engineer approved cost estimate for the public improvements is also attached, and the project requires a security deposit and payment of fees.

D. Department Review.

This project has been reviewed by the city staff interdepartmental review.

Prior to recordation, the owner will need to obtain plat review and approval from the City Engineer and City Attorney for conformity with the Conditions of Approval, and Land Management Code and make security payment and fee payment to the City.

ALTERNATIVES

A. Provide modifications to the Findings, Conditions of Approval and Conclusions of Law.

B. Approve of the final street plat for Deer Valley Drive East, with Findings, Conditions of Approval and Conclusions of Law as provided.

RECOMMENDATION:

The staff recommends that the City Council approve of the vacation and dedication of Deer Valley Drive final subdivision plat, subject to the Findings of Fact, Conditions of Approval and Conclusions of Law as provided and authorize the City Manager to execute the "AMENDED AND RESTATED ENCROACHMENT PERMIT DEER VALLEY SKIER BRIDGES AND TUNNELS".

Findings of Fact:

1. The street vacation and substitute dedication plat is consistent with the site plan and Conditional Use Permit previously approved by the Planning Commission.
2. The Final Plat requires submittal to the Community Development Department for review and approval for conformity with the Conditions of Approval and Land Management Code, by the City Engineer and City Attorneys office prior to recording.
3. The security for public improvements and fee payments need to be made prior to plat recordation.
4. Any easements remaining within the vacated portion of right-of-way shall remain intact unless specifically abandoned or relocated with approval of the easement beneficiary.

5. The developers have not requested any variances and all Park City Municipal Standard Construction Requirements shall apply.
6. The Planning Commission held a public hearing on October 11, 1995 and surrounding property owners within 300' were notified regarding the proposed action.

Conditions of Approval:

1. All Park City Municipal Corporation Standard Project Review Requirements shall apply.
2. The street vacation is subject to the commensurate dedication of a roadway section as shown on the dedication plat.
3. Any easements within the vacated portion of right-of-way shall remain unless specifically abandoned or relocated with the easement beneficiary.
4. The final plat shall be reviewed and approved for conformity with the Conditions of Approval and Land Management Code by the City Engineer and City Attorney prior to recordation.
5. All Park City public improvement security payments and fee payments shall be completed prior to plat recordation.
6. The "AMENDED AND RESTATED ENCROACHMENT PERMIT DEER VALLEY SKIER BRIDGES AND TUNNELS" shall be executed by both the owner and the City, prior to skier use of the tunnel under the newly dedicated Deer Valley Drive.

Conclusions Of Law:

1. The applicants have submitted materials and documents consistent with the requirements of the Conditional Use Permit Review and subsequent street dedication platting process.
2. Subject to Conditions of Approval, the application complies with the requirements of the Land Management Code, the Park City Comprehensive Plan, and the approved MPD for the property.
3. Neither the public nor any person will be materially injured by the proposed plat approval.

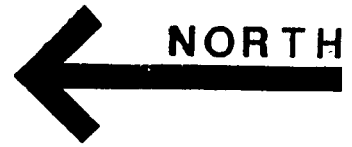
EXHIBITS

Location Map

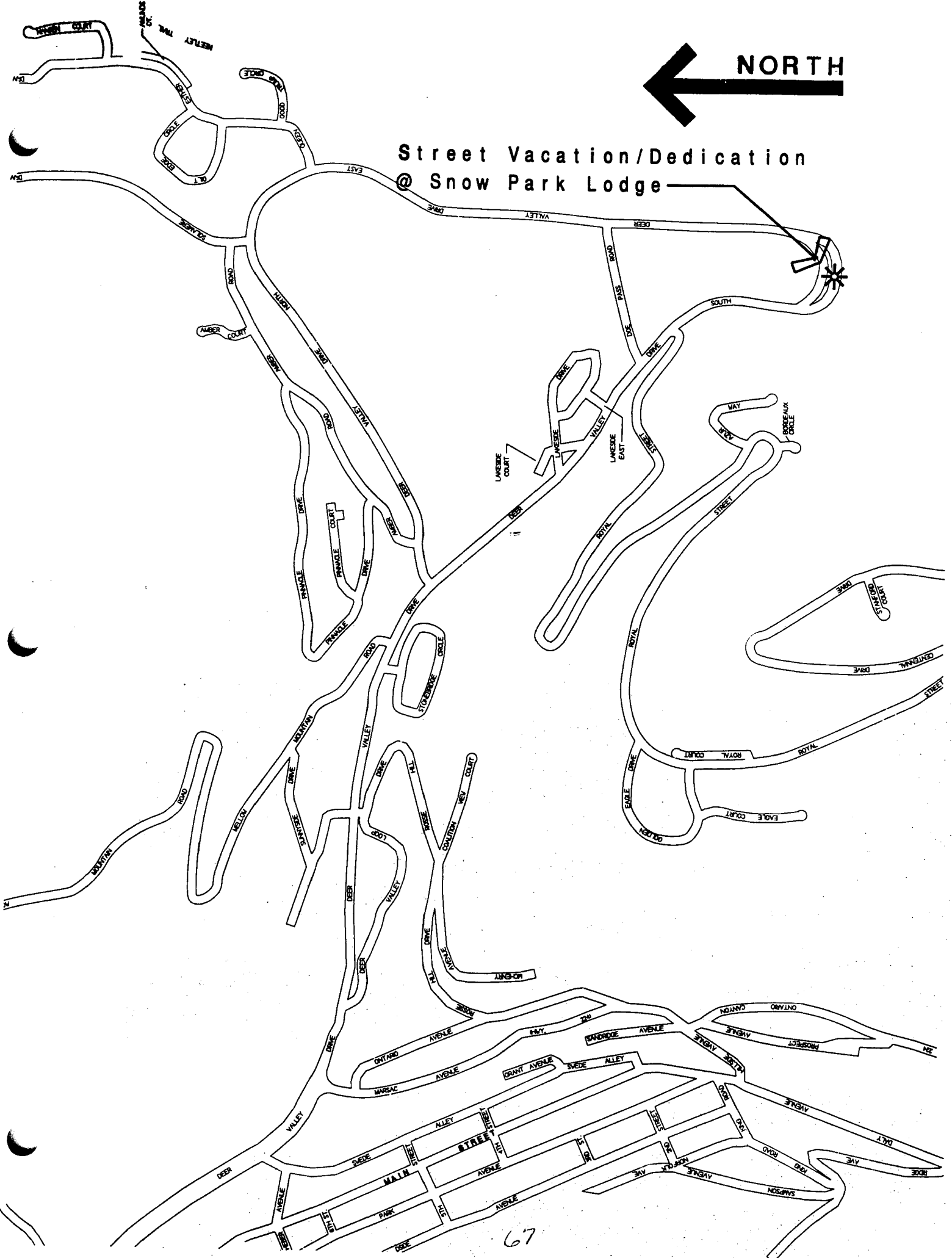
Plat

Amended and Restated Encroachment Permit

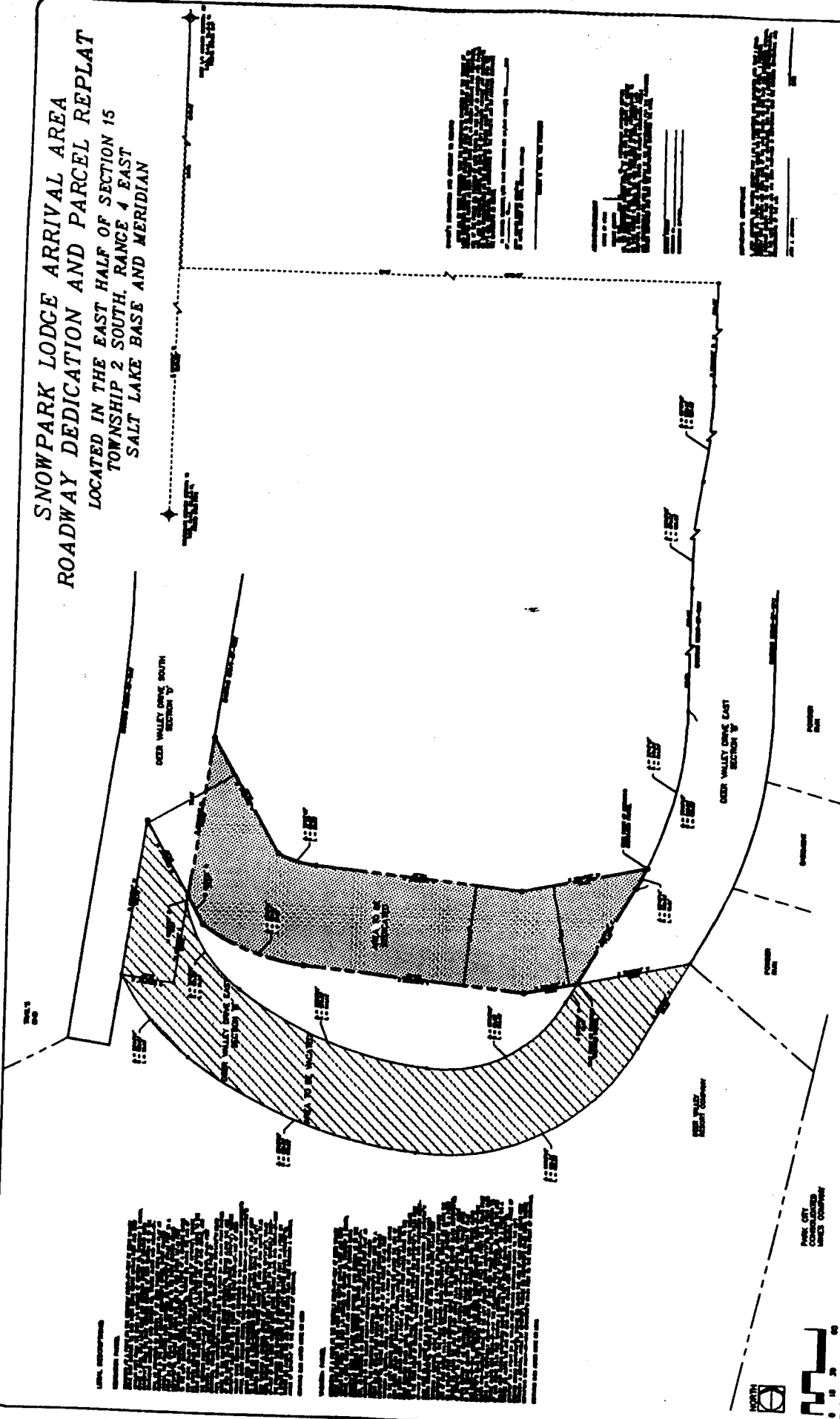
Snow Park Lodge Letter of Credit Determination



Street Vacation/Dedication
@ Snow Park Lodge



**SNOWPARK LODGE ARRIVAL AREA
ROADWAY DEDICATION AND PARCEL REPLAT
LOCATED IN THE EAST HALF OF SECTION 15
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN**



CITY COUNCIL APPROVAL PRESENTED TO THE BOARD OF CITY COUNCIL, THIS _____ DAY OF _____ A.D. 19____, AT WHICH TIME THIS RECORD OF DEDICATION WAS APPROVED. CLERK _____ CITY RECORDS _____	CITY ENGINEER APPROVED AND ACCEPTED BY THE CITY ENGINEER DEPARTMENT A.D. 19____, THIS _____ DAY OF _____ CITY ENGINEER _____ CITY RECORDS _____	CITY PLANNING COMMISSION APPROVED AND ACCEPTED BY THE CITY PLANNING COMMISSION ON THE DAY OF _____ A.D. 19____ CHAIRMAN _____	SEWER DISTRICT APPROVAL REVIEWED FOR CONFORMANCE TO SNOODGALL DISTRICT SEWER APPROPRIATE DISTRICT STANDARDS THIS _____ DAY OF _____ A.D. 19____ ENGINEER _____	APPROVAL AS TO FORM APPROVED AS TO FORM BY THIS DAY OF _____ A.D. 19____ CITY ATTORNEY _____	RECORDED BY _____ COUNTY OF _____ RECORDED AND FILED AT THE REQUEST OF: DEEDY RECORDS _____
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AMENDED AND RESTATED ENCROACHMENT PERMIT
DEER VALLEY SKIER BRIDGES AND TUNNELS

This Agreement is made by and between PARK CITY MUNICIPAL CORPORATION, a municipality of the state of Utah (hereinafter "City"), whose address is P. O. Box 1480, Park City, Utah 84060, and DEER VALLEY RESORT COMPANY, a Utah limited partnership (hereinafter "DVRC"), whose address is P. O. Box 889, Park City, Utah 84060, to set forth terms and conditions under which City will permit DVRC to construct and maintain certain improvements with City's rights-of-way and amends and restates in its entirety the Encroachment Permit for Deer Valley Skier Bridges and Tunnels dated May 9, 1990. The Parties agree as follows:

1. City has issued to DVRC a Large Scale Master Planned Development Permit (hereinafter "Permit") for the development and operation of the area of City known as Deer Valley Resort. Within the Permit area, DVRC has constructed, or has permitted the construction, with the approval of City, of a number of ski bridges and ski tunnels (hereinafter "Skier Crossings") across City's street rights-of-way to allow skiers to crossover or under City's streets. The skier bridges consist of separate structures crossing over public streets within City rights-of-way. The skier tunnels consist of tunnels or underpasses underneath public streets within City rights-of-way and the tunnel structures are a part of the street infrastructure, in distinction to the separate bridges.
2. With the consent and approval of City, DVRC is presently relocating and reconstructing a portion of Deer Valley Drive South immediately to the north of DVRC's Snow Park base arrival area at Deer Valley Resort. The relocated and reconstructed street will be in a new right-of-way dedicated to City and a portion of such street will consist of a vehicle bridge structure underneath which skiers and other patrons of Deer Valley Resort will traverse from Deer Valley Resort parking lots to a tunnel accessing the Snow Park base arrival area. For purposes hereof the area underneath the vehicle bridge structure within the City right-of-way is designated a Skier Crossing.
3. In consideration of the sum of Ten Dollars (\$10.00) paid to City, and other consideration described herein, City grants to DVRC the right to construct and maintain Skier Crossings over and under City's streets in the Permit area at such locations and in such a manner as are approved in advance by the Park City Planning Commission and the Park City Council. Skier crossings previously approved and constructed and previously approved but not yet constructed are covered under this Agreement and are identified on Exhibit A attached hereto and made a part hereof. Skier Crossings which are proposed in the master plan for Deer Valley Resort, the design and engineering of which have not yet been submitted for specific approval hereunder must be reviewed on a case by case basis, and this Agreement does not constitute specific approval of any or all skier crossings. As the construction of these additional Skier Crossings is approved by the Park City Planning Commission and the Park City Council, the additional Skier Crossings will automatically be covered by this Agreement.

RECEIVED

NOV 2 1995

PARK CITY
PLANNING DEPT.

4. All Skier Crossings covered by this Agreement must be constructed in accordance with City approved engineering design and specifications.

5. DVRC agrees that it will maintain the Skier Crossings in a safe and functional condition, and that the ownership of all Skier Crossings will remain or vest in DVRC and its successors and assigns with respect to operation of the Deer Valley ski area. With respect to the skier bridges included in the Skier Crossings, DVRC shall have total maintenance responsibility and DVRC agrees that it will indemnify and hold City harmless from any and all claims arising as a result of the use of the skier bridges and DVRC's use of City property, including, without limitation, the structural failure of the Skier Crossings. With respect to the skier tunnels included in the Skier Crossings, DVRC's responsibilities hereunder shall be limited to the maintenance of the underpass portion of the tunnel structure and DVRC will indemnify and hold City harmless from any and all claims arising from use of the underpass. DVRC shall not be obligated to maintain the vehicular portion of the street above the tunnel or underpass.

6. In the event that DVRC or its successors or assigns fail to maintain any Skier Crossing in a safe and functional state, City may elect, at its sole discretion, one or more of the following remedies 30 days after written notice to DVRC of that failure:

(a) Require specific performance of DVRC of the maintenance necessary to render the offending structure safe and functional.

(b) Perform the maintenance necessary and recover the costs and expenses thereof from DVRC.

(c) Close, stabilize, demolish or remove the offending structure if the structure represents a hazard to the public health or safety if the offenses are not promptly cured.

(d) All other remedies available at law or equity.

(e) Obtain reimbursement from DVRC of City's costs, including administrative time and legal fees, incurred in pursuing its remedies under this Agreement.

7. DVRC agrees to obtain and keep in continuous effect a policy of combined general liability and property damage insurance with limits of \$1,000,000 per occurrence and \$5,000,000 aggregate. Proof of insurance must be provided to City in the form of certificates of insurance or actual insurance policies. The coverage shall name City as an additional insured on policies of general liability and casualty insurance. A thirty (30) day cancellation notice provision is required for the benefit of City.

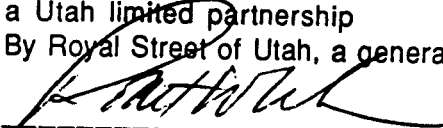
8. The license granted in this Agreement is appurtenant to the land comprising DVRC ski runs and other facilities operated pursuant to the Permit which abut City's rights-of-way and is transferrable with title to or use of the DVRC ski area.

DATED this ____ day of _____, 1995.

PARK CITY MUNICIPAL CORPORATION

TOBY ROSS, CITY MANAGER

DEER VALLEY RESORT COMPANY
a Utah limited partnership
By Royal Street of Utah, a general partner



ROBERT W. WELLS, VICE PRESIDENT

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing Encroachment Permit was acknowledged before me on this ____ day of _____, 1995, by Toby Ross, City Manager of Park City Municipal Corporation.

My Commission Expires:

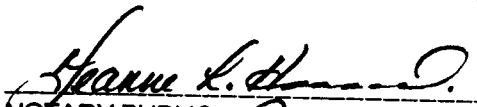
NOTARY PUBLIC
Residing at _____

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing Encroachment Permit was acknowledged before me on this 2 day of November, 1995, by Robert W. Wells, Vice President of Royal Street of Utah, a Utah corporation, a general partner of Deer Valley Resort Company, a Utah limited partnership, as the action of Deer Valley Resort Company.

My Commission Expires:

Dec. 10, 1995



NOTARY PUBLIC
Residing at Park City, Utah.

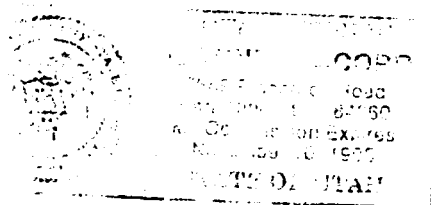


EXHIBIT A
TO
AMENDED AND RESTATED ENCROACHMENT PERMIT
ALL FACILITIES HAVE BEEN CONSTRUCTED

BRIDGES

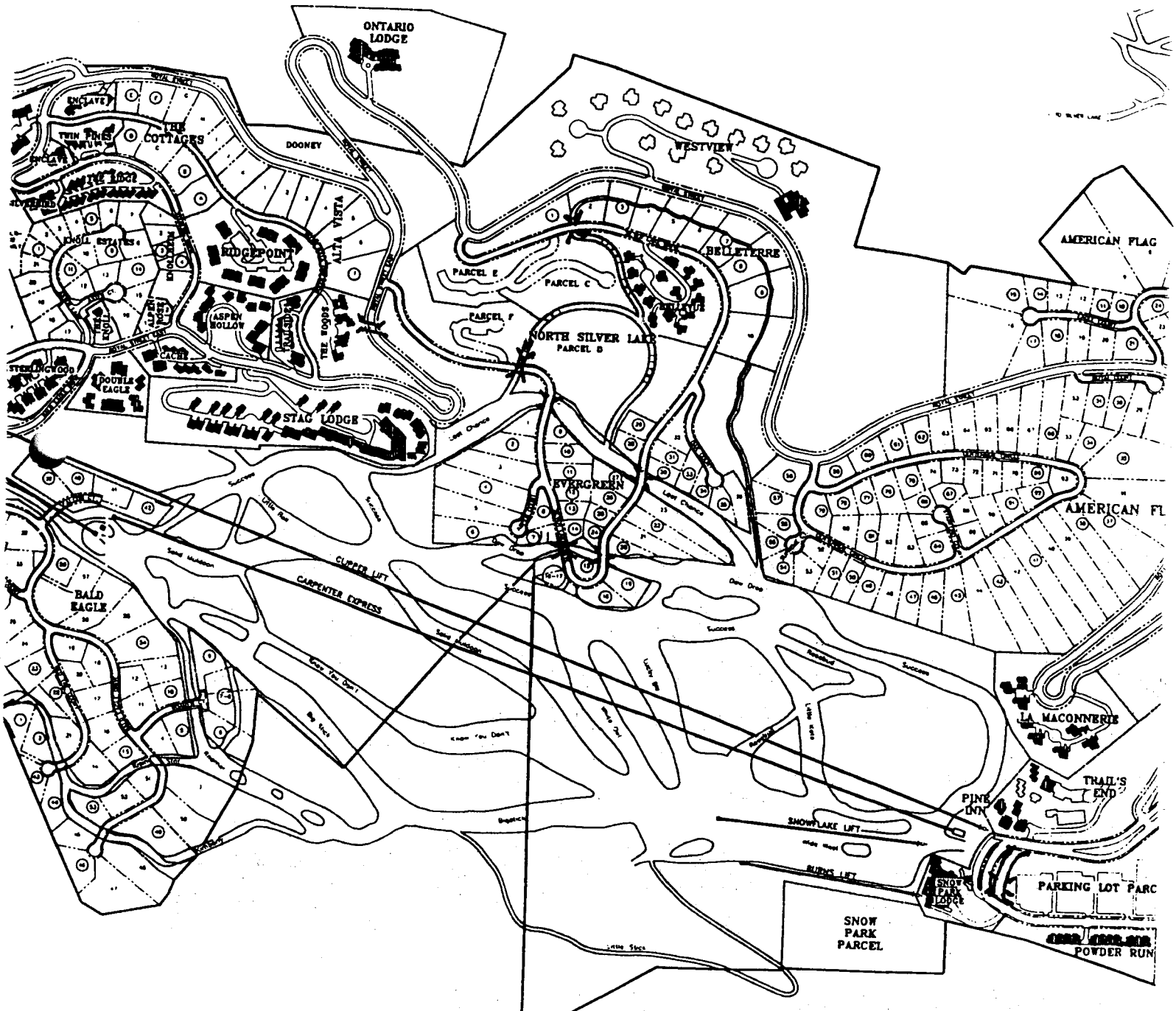
North Silver Lake
Evergreen
Royal Street at the Woods

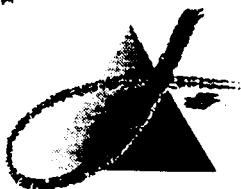
TUNNELS

Evergreen (three tunnels)
Snow Park
Bellevue

EXHIBIT B
TO
AMENDED AND RESTATED ENCROACHMENT PERMIT

----- SKIER CROSSINGS APPROVED AND CONSTRUCTED





Innovators in Project Direction . . .

SNOW PARK LODGE ARRIVAL AREA OPINION OF PROBABLE COSTS FOR LETTER OF CREDIT DETERMINATION

August 15, 1995

Page 1 of 2

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
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Park City Improvements

1.	Connect to Existing 10" Main	2	Each	\$ 500.00	\$ 1,000
2.	12" DIP Waterline	810	L.F.	24.00	19,440
3.	10" Gate Valve	3	Each	900.00	2,700
4.	12" Gate Valve	2	Each	1,000.00	2,000
5.	Clearing and Grubbing Strip Stockpile and Erosion Control/ Pavement Demolition	Project	L.S.	5,000.00	5,000
6.	Unclassified Excavation	6,000	C.Y.	3.00	18,000
7.	6" Bituminous Surface Course	21,000	S.F.	1.00	21,000
8.	4" Bituminous Surface Course	7,000	S.F.	.80	5,600
9.	8" Granular Base Course	24,000	S.F.	.50	12,000
10.	4" Granular Base Course	8,000	S.F.	.30	2,400
11.	Concrete Rolled Gutter	1,450	L.F.	7.00	10,150
12.	Sidewalk	7,800	S.F.	2.50	19,500
13.	Street Light Relocation	2	Each	1,500.00	3,000
14.	Cleanup	Project	L.S.	5,000.00	5,000
15.	15" CMP	112	L.F.	20.00	2,240
16.	36" CMP	70	L.F.	35.00	2,450
17.	12" RCP	93	L.F.	22.00	2,050
18.	15" RCP	260	L.F.	24.00	6,240
19.	18" RCP	100	L.F.	30.00	3,000
20.	Inlet Box	6	Each	1,500.00	9,000
21.	Adjust Inlet	1	Each	500.00	500

SUBTOTAL

\$ 152,270

25% Required Bond

38,130

PROPOSED PARK CITY LETTER OF CREDIT AMOUNT

\$190,400

6% Inspection Fees

\$ 9,100

PREPARED BY DAMON:

OK Eric W. O'Hara
PARK CITY CITY ENGINEER

Governmental Approvals • Land Planning • Architecture • Civil Engineering
1913 Prospector Avenue • Park City, Utah 84060
(801) 645-9000 • Fax (801) 649-1620

74

THE JACK
JOHNSON
COMPANY

Ordinance No. 95-

**AN ORDINANCE APPROVING THE VACATION OF RIGHT-OF-WAY
AND DEDICATION OF A RIGHT-OF-WAY PLAT FOR A PORTION OF
DEER VALLEY DRIVE EAST
PARK CITY, UTAH**

WHEREAS, the owners of the property known as Deer Valley Resort Company have petitioned the Planning Commission for vacation of a certain right-of-way and approval of a final plat for dedication of a certain right-of-way; and

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

WHEREAS, on October 11, 1995 the Planning Commission held a public hearing and recommended approval of the vacation and substitute dedication plat, attached hereto as Exhibit A; and

WHEREAS, the City Council of Park City, Utah held a public hearing and considered the vacation and substitute dedication plat at a regularly scheduled meeting on November 9, 1995;

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

SECTION 1. FINDINGS OF FACT

1. The Planning Commission, on March 22, 1995, approved a Conditional Use Permit and revision to the Deer Valley MPD for the project known as the Snow Park Lodge at Deer Valley. One of the conditions of approval attached to the CUP approval required that the applicant, Deer Valley Resort, was required to vacate a portion of Deer Valley Drive, and dedicate a substitute portion of right-of-way to the City.
2. The owner of property on either side of the vacated right-of-way is solely the Deer Valley Resort.
3. The owner of property of the property proposed for dedication is solely the Deer Valley Resort.
4. The proposed vacation and dedication right-of-way segments are consistent with the approved Conditional Use Permit plans and requirements.
5. Easements remaining within the vacated portion of right-of-way shall remain intact unless specifically abandoned or relocated with approval of the easement beneficiary.

6. The applicants have not requested any variances and all Park City Municipal Standard Construction Requirements shall apply.
7. The security for public improvements and fee payments need to be made prior to recordation.
8. The Final Plat requires submittal to the Community Development Department for review and approval by the City Engineer and City Attorneys office prior to recordation.
9. The "Amended and Restated Encroachment Permit Deer Valley Skier Bridges and Tunnels" agreement requires execution by the Owner and the City.
9. The vacated right-of-way is described as attached: EXHIBIT "B"
10. The dedicated right-of-way is described as attached: EXHIBIT "C"

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for vacation of right-of-way and dedication of a substitute portion of right-of-way and that neither the public nor any person will be materially injured by the proposed plat. The dedication plat is in conformance with the previously issued Conditional Use Permit and the Land Management Code.

SECTION 3. PLAT APPROVAL. The Deer Valley Drive Street Vacation and Dedication plat, is approved as shown on the attached Exhibit "A" with the following conditions:

1. A financial security shall be posted and fee payments made to cover the costs of public improvements prior to recordation.
2. Prior to plat recordation, the City Engineer and City Attorneys office shall review and approve the plat.
3. All Park City Municipal Corporation Standard Project Review Requirements shall apply.
4. The "Amended and Restated Encroachment Permit Deer Valley Skier Bridges and Tunnels" shall be executed by both the owner and the City prior to skier use of the tunnel under the newly dedicated Deer Valley Drive.
5. Any easements within the vacated portion of right-of-way shall remain unless specifically abandoned or relocated with the easement beneficiary.

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

PASSED AND ADOPTED this 9th day of November, 1995.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

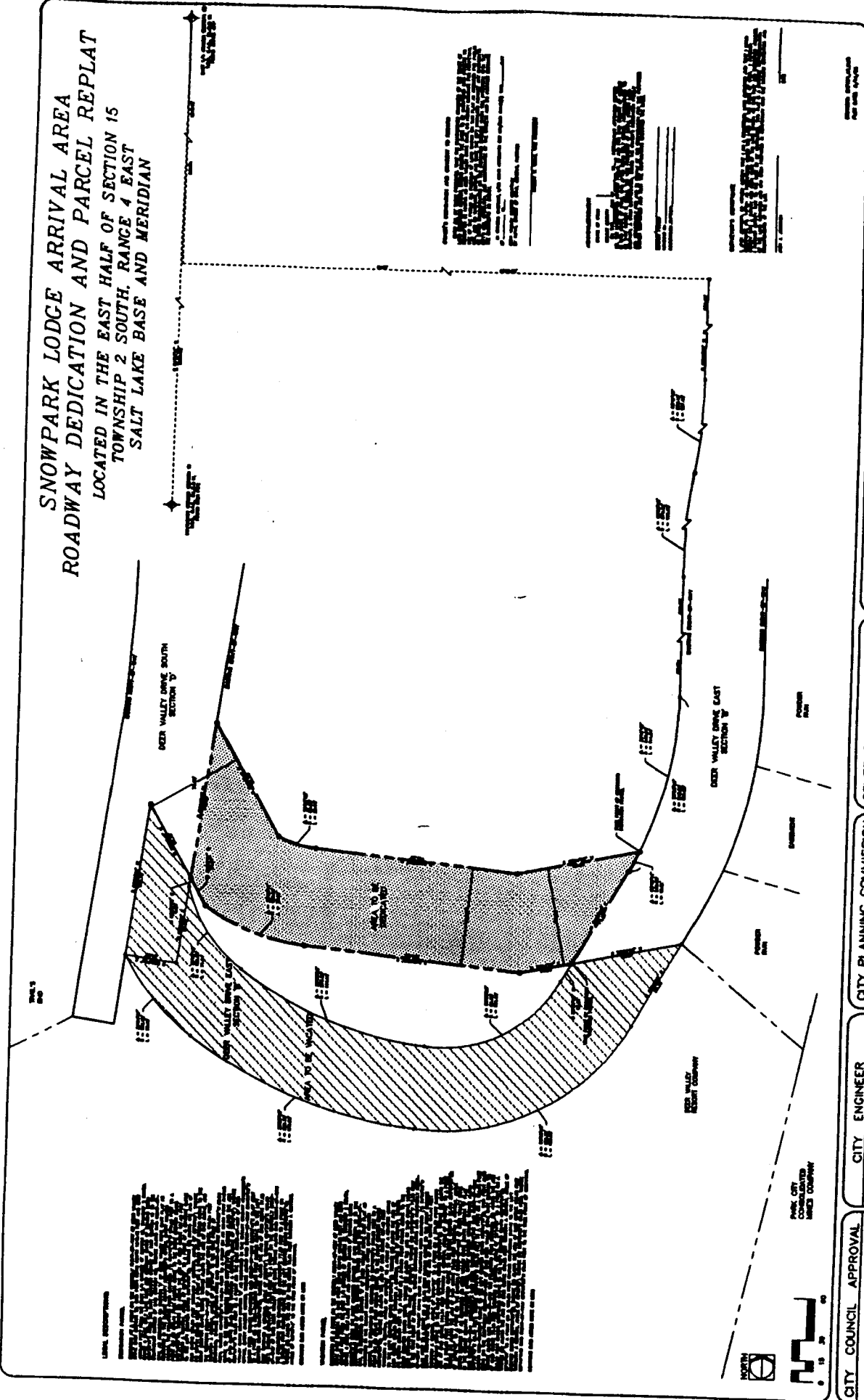
Attest:

Janet M. Scott, Deputy City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

**SNOWPARK LODGE ARRIVAL AREA
ROADWAY DEDICATION AND PARCEL REPLAT
LOCATED IN THE EAST HALF OF SECTION 15
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN**



SEWER DISTRICT APPROVAL



THE JACK JOHNSON COMPANY
1100 Foothill Avenue • Salt Lake City, Utah 84119
(801) 466-0000 • Fax (801) 466-1100

RECORDED
BY _____
DATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF _____
COUNTY RECORDER _____

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS _____
DATE OF _____ A.D. 19____
CITY ATTORNEY _____

SEWER DISTRICT APPROVAL
REVIEWED FOR CONFORMANCE TO SNOODVILLE
STANDARDS THIS _____ DAY OF _____
A.D. _____
SEWER DISTRICT _____

CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE
CITY PLANNING COMMISSION ON THE _____
DATE OF _____ A.D. 19____
CHAIRMAN _____

CITY ENGINEER
APPROVED AND ACCEPTED BY THE
CITY ENGINEERING DEPARTMENT ON THE _____
DATE OF _____ A.D. 19____
CITY ENGINEER _____

CITY COUNCIL APPROVAL
PRESENTED TO THE BOARD OF
CITY COUNCIL ON THE _____ DAY OF _____
AT WHICH TIME THE
RECORD OF SANITY WAS APPROVED.
CITY CLERK _____
CITY RECORDER _____

EXHIBIT "A"

EXHIBIT "B"

VACATION PARCEL

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF DEER VALLEY DRIVE EAST SECTION 'B'; SAID POINT BEING SOUTH 1248.12 FEET AND EAST 4008.85 FEET FROM THE EAST 1/4 CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING S00°30'11"E FROM THE EAST QUARTER CORNER OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE ALONG SAID RIGHT-OF-WAY, AS DESCRIBED ON SECTION 'B' OF DEER VALLEY DRIVE EAST PLAT AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE ENTRY NUMBER 188988, THE FOLLOWING SIX COURSES: (1) S00°40'00"W 579.06 FEET TO A POINT ON AN 878.16 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS N89°20'00"W); THENCE (2) ALONG THE ARC OF SAID CURVE 127.48 FEET THROUGH A CENTRAL ANGLE OF 08°19'03" TO A POINT OF A REVERSE CURVE TO THE LEFT (CENTER BEARS S81°00'57"E); THENCE (3) ALONG THE ARC OF SAID CURVE 136.50 FEET THROUGH A CENTRAL ANGLE OF 08°59'03"; THENCE (4) SOUTH 800.00 FEET TO A POINT ON A 249.90 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS WEST); THENCE (5) ALONG THE ARC OF SAID CURVE 130.85 FEET THROUGH A CENTRAL ANGLE OF 30°00'00"; THENCE (6) S30°00'00"W 77.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY OF DEER VALLEY DRIVE EAST THE FOLLOWING FOUR COURSES: (1) 30°00'00"W 15.61 FEET TO A POINT ON A 99.35 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS N60°00'00"W); THENCE (2) ALONG THE ARC OF SAID CURVE 114.44 FEET THROUGH A CENTRAL ANGLE OF 66°00'00" TO A POINT ON A 275.29 FOOT RADIUS COMPOUND CURVE TO THE RIGHT (CENTER BEARS N05°59'54"E); THENCE (3) ALONG THE ARC OF SAID CURVE 144.14 FEET THROUGH A CENTRAL ANGLE OF 30°00'00" TO A POINT ON A 102.06 FOOT RADIUS COMPOUND CURVE TO THE RIGHT (CENTER BEARS N35°59'53"E); THENCE (4) ALONG THE ARC OF SAID CURVE 71.04 FEET THROUGH A CENTRAL ANGLE OF 39°52'49" TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF DEER VALLEY DRIVE SOUTH SECTION 'D' AS RECORDED ON DEER VALLEY DRIVE SOUTH SECTION 'D' PLAT IN THE SUMMIT COUNTY RECORDER'S OFFICE, ENTRY NUMBER 188987; THENCE ALONG SAID RIGHT-OF-WAY N08°00'00"E 6.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY N30°26'43"W 60.32 FEET; THENCE S08°00'00"W 108.75 FEET TO A POINT ON A 162.06 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS N62°34'13"E), SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF SAID DEER VALLEY DRIVE EAST SECTION 'B'; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FOUR COURSES: (1) ALONG THE ARC OF SAID CURVE 75.15 FEET THROUGH A CENTRAL ANGLE OF 26°34'07" TO A POINT ON A 335.29 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS N36°00'04"E); THENCE (2) ALONG THE ARC OF SAID CURVE 175.56 FEET THROUGH A CENTRAL ANGLE OF 30°00'00" TO A POINT ON A 159.35 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS N06°00'03"E); THENCE (3) ALONG THE ARC OF SAID CURVE 183.56 FEET THROUGH A CENTRAL ANGLE OF 66°00'00"; THENCE (4) N30°00'00"E 69.33 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY S78°09'28"W 80.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.63 ACRES MORE OR LESS

EXHIBIT "C"

DEDICATION PARCEL

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF DEER VALLEY DRIVE EAST SECTION 'B'; SAID POINT BEING SOUTH 1248.12 FEET AND EAST 4008.65 FEET FROM THE EAST 1/4 CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING S00°30'11"E FROM THE EAST QUARTER CORNER OF SAID SECTION 16 TO THE SOUTHEAST CORNER OF SAID SECTION 16); THENCE ALONG SAID RIGHT-OF-WAY, AS DESCRIBED ON SECTION 'B' OF DEER VALLEY DRIVE EAST PLAT AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE, ENTRY NUMBER 188988, THE FOLLOWING FOUR COURSES: (1) S00°40'00"W 579.06 FEET TO A POINT ON AN 878.16 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS N89°20'00"W); THENCE (2) ALONG THE ARC OF SAID CURVE 127.48 FEET THROUGH A CENTRAL ANGLE OF 08°19'03" TO A POINT OF A REVERSE CURVE TO THE LEFT (CENTER BEARS S81°00'57"E); THENCE (3) ALONG THE ARC OF SAID CURVE 136.50 FEET THROUGH A CENTRAL ANGLE OF 08°59'03"; THENCE (4) SOUTH 800.00 FEET TO A POINT ON A 249.90 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS WEST); THENCE ALONG THE ARC OF SAID CURVE, AND THE WESTERN RIGHT-OF-WAY OF DEER VALLEY DRIVE EAST, 114.84 FEET THROUGH A CENTRAL ANGLE OF 26°19'46" TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING FROM SAID RIGHT-OF-WAY S78°14'07"W 89.60 FEET; THENCE N84°36'26"W 145.24 FEET TO A POINT ON AN 80.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS N05°23'34"E); THENCE ALONG THE ARC OF SAID CURVE 28.08 FEET THROUGH A CENTRAL ANGLE OF 20°06'46"; THENCE N30°26'41"W 92.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF DEER VALLEY DRIVE SOUTH SECTION 'D' AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE, ENTRY NUMBER 188987; THENCE ALONG SAID RIGHT-OF-WAY S08°00'00"W 112.58 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY S30°26'41"E 21.97 FEET TO A POINT ON A NON-TANGENT 150.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS N34°31'45"E); THENCE ALONG THE ARC OF SAID CURVE 77.15 FEET THROUGH A CENTRAL ANGLE OF 29°28'11"; THENCE S84°36'26"E 155.80 FEET; THENCE N78°14'07"E 38.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID DEER VALLEY DRIVE EAST; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES: (1) N30°00'00"E 77.39 FEET TO A POINT ON A 249.90 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS N60°00'00"W); THENCE (2) ALONG THE ARC OF SAID CURVE 16.01 FEET THROUGH A CENTRAL ANGLE OF 03°40'14" TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.52 ACRES MORE OR LESS



COUNCIL AGENDA REPORT

DATE: November 9, 1995
DEPARTMENT: Planning Department
AUTHOR: Stephen R. Call
TITLE: Plat Amendment - 156 and 160 Norfolk Avenue - all of lots 18, 19 and 20, Block 32, Park City Survey
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS:

Staff recommends the Council consider approval of the proposed amendment to the Park City Survey Subdivision Plat combining lots 18, 19 and 20 of Block 32, Park City Survey into two lots at 156 and 160 Norfolk Avenue as conditioned by Staff.

DESCRIPTION:

A. Topic.

Plat amendment proposing the combining of three lots into two lots (lots 18, 19 and 20 of Block 32, Park City Survey - to be referred to as 156 and 160 Norfolk Avenue). See EXHIBIT C - LOCATION MAP and EXHIBIT B - SITE PLAN.

B. Background.

Application for this plat amendment was submitted by Alan Ross on behalf of the owner, RZ Investments. According to a prior Stipulation and Settlement Agreement (Civil No. 9211633, dated Summit County Third District Court), the previous owner of the subject property granted a ten foot easement along the north side of lot #18. Because of this restriction placed upon lot #18, the owner wishes to resubdivide lots 18, 19 and 20 to create two lots from three and utilize the area of each newly created lot (including the easement) to calculate the allowable floor area for each structure.

The owner has also submitted plans to build two single family residences on the proposed combined lots. State subdivision law currently prohibits building over a property line. Therefore, the owner must first have the plat amended to combine the three lots into two lots before building permits can be issued (subject, of course, to review by City staff and the

Historic District Commission).

C. Analysis

Each existing lot is the standard 1875 SF minimum required for a single family residence in the HR-1 Zone. However, because of the ten foot easement on lot #18, construction of a house on this lot would be impractical at best. Therefore, the owner wishes to combine three lots into two lots as shown in EXHIBIT A - proposed plat.

As the lots are presently platted, the owner could build two homes (one each on lot 19 and lot 20). Lot #18 is essentially unusable because of the ten foot easement along the north side combined with required setbacks. As platted in the HR-1 zone, allowable floor area for this scenario is 1,687 square feet per house with the standard three foot minimum sideyard setback for each house.

In contrast, the two lots created by the proposed plat amendment would allow a combined floor area of 3,936 SF, making reasonable use of all three lots in the floor area calculations. The wider lots would also require an increase in sideyard setbacks from six feet total to ten feet combined setback for each lot.

By comparison, three homes on standard old town lots would have smaller sideyard setbacks and could have an allowable total combined floor area of 5,061 square feet versus the 3,936 SF allowed per the proposed lot combination.

Findings:

Staff supports the resubdivision of these lots because:

1. The lot combination allows for reasonable use of all three lots taking into consideration the constraints placed upon lot #18 by the existing ten foot easement.
2. The resulting increase in the sideyard setbacks will also provide better separation for snow shedding and fire protection.

Conclusions of Law:

1. There is good cause for the amendment because the lot combination will allow reasonable use of the property (taking into consideration the existing ten foot easement) without increasing density.
2. Neither the public nor any person will be materially injured by the proposed plat amendment.

D. Department Review.

The Community Development Department and the City Attorney's office have reviewed this application.

On September 27, 1995, the Planning Commission reviewed this application and has forwarded it with a positive recommendation for City Council Approval.

ALTERNATIVES

- A. Approve the plat amendment combining three lots into two lots.
- B. Deny the plat amendment request.
- C. Continue the item for further discussion and input.

SIGNIFICANT IMPACTS:

Alternative A: This alternative would combine three standard lots into two lots: lot #1 - 40' x 75' (3,000 SF) and lot #2 - 35' x 75' (2,625 SF). Each lot would be large enough for a single family residence only. Allowable floor area would increase from 1,687 square feet per existing standard lot to 2,024 SF and 1,912 SF per proposed lots 1 and 2 respectively. Minimum sideyard setbacks would also increase from six feet total per lot to ten feet combined per lot.

Alternative B: This alternative would still allow the owner to build a single family home on each of the standard lots 19 and 20 but would not allow for reasonable use of lot 18 due to the existing ten foot easement.

Alternative C: Defers action to a later date.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The owner would still be able to build a single family home on each of the standard lots 19 and 20 but would be unable to have reasonable use of lot 18 due to the existing ten foot easement (The easement was agreed upon by the prior owner and disclosed to the current owner at the time of sale).

PUBLIC COMMENTS:

A public hearing was held on September 27 and no public comments were received.

This item was noticed on October 27, 1995.

As of November 2, 1995, no public comments have been received.

RECOMMENDATION:

Approve the request for a plat amendment to the Park City Survey Subdivision Plat combining lots 18, 19 and 20 of Block 32, Park City Survey into two lots subject to the following conditions:

1. Prior to plat recordation, the City Attorney and City Engineer shall have reviewed and approved the final plat.
2. The plat must be recorded prior to issuance of any building permits.

EXHIBITS / ATTACHMENTS:

EXHIBIT A - Proposed plat
EXHIBIT B - Site Plan
EXHIBIT C -Location Map
ATTACHMENT - Ordinance

2nd Street ROW
75.00

Lot #17

10' Easement

Lot #18

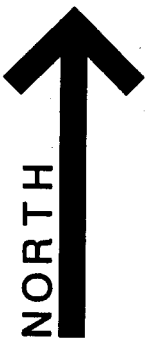
Lot #19

Lot #20

Lot #21

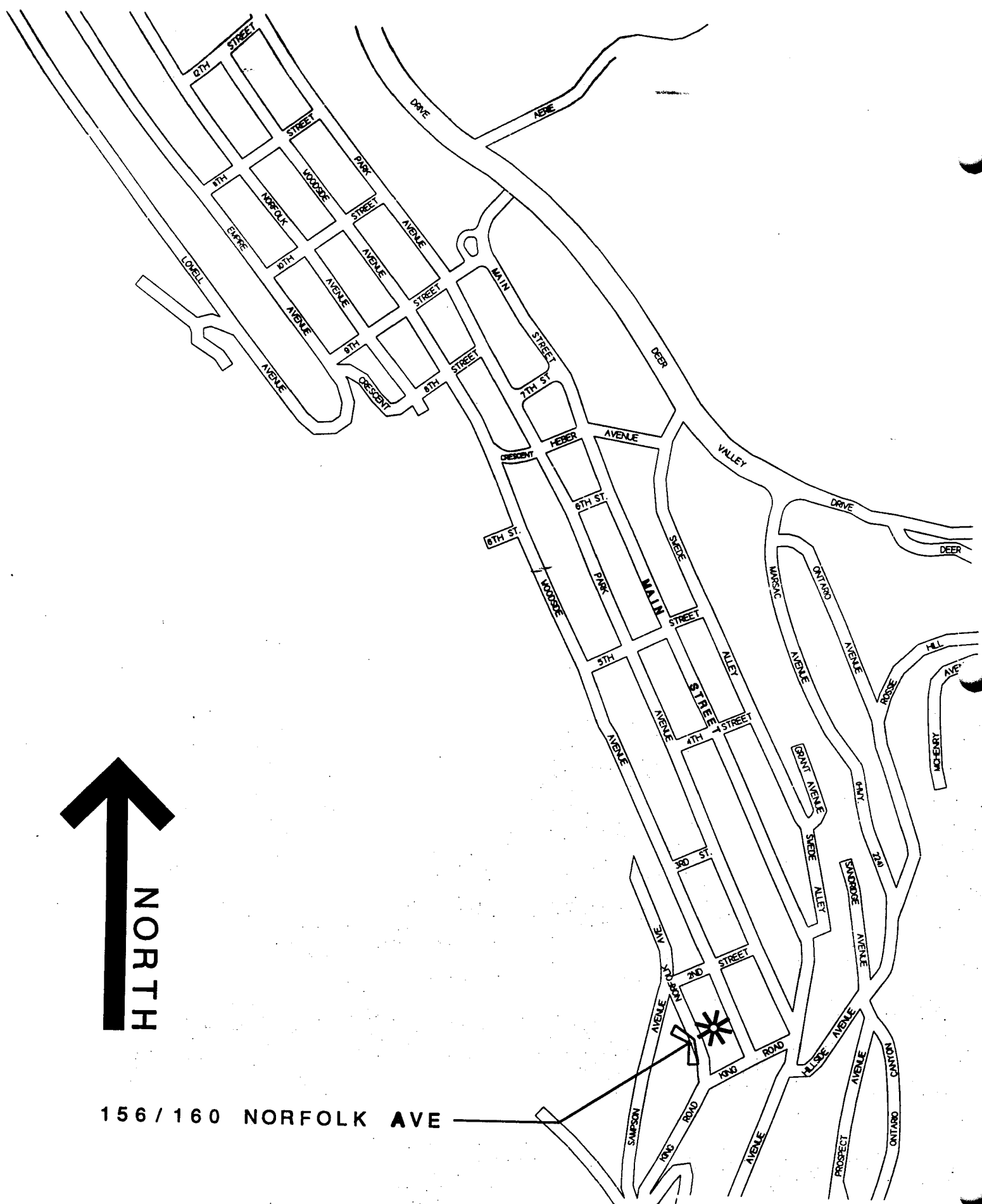
Lot #22

NORFOLK AVENUE



85

EXHIBIT B
Site Plan



156 / 160 NORFOLK AVE

EXHIBIT C
Location Map

ORDINANCE NO. 95-__

**AN ORDINANCE APPROVING THE AMENDMENT TO THE PARK CITY
SURVEY LOTS 18 AND 19 AND 20, BLOCK 32, LOCATED AT 156 AND 160
NORFOLK AVENUE, PARK CITY, UTAH**

WHEREAS, the owners of the property known as Lots 18 and 19 and 20,
Block 32 have petitioned the City Council for approval of the amendment to final plat; and

WHEREAS, proper notice was sent and the City Council held a public hearing
to receive input on the proposed amendment on November 9, 1995; and

WHEREAS, it is in the best interest of Park City to approve the final plat; and

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

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

SECTION 1. Plat Amendment. The amendment of the final plat of The Park City Survey, Lots
18, 19 and 20, Block 32, is approved as shown on the attached Exhibit A with the following
condition:

1. **Prior to plat recordation, the City Attorney, and City Engineer shall have reviewed
and approved the final plat.**

DATED this 9th day of November, 1995.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

COUNCIL AGENDA REPORT

DATE: November 2, 1995
DEPARTMENT: Public Affairs
AUTHOR: Jennifer Harrington
TOPIC: School Fields Lease Revision
TYPE OF ACTION: Quasi-judicial (Amend lease agreement)

SUMMARY RECOMMENDATION: Review the proposed change to the School Fields Lease Agreement and delete the Wetland Area from designation as a Lease Area. Revise the School Fields Master Plan and delete the 8' pedestrian trail from the plan.

DESCRIPTION:

A. **Topic** The City received a request from the School District to delete the Wetland Area within Site 3 from Lease Area designation. The School District hopes to permanently protect the Wetland Area. They may be able to use this protection as mitigation for the wetland impacts of other District projects.

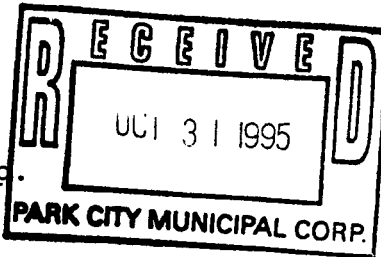
B. **Background** Within the City/School Fields Master Plan, Section II.A.7 - Master Planning Process, requires that proposed changes be noted to the School Board and be reviewed by the Parks, Recreation and Beautification Advisory Board with a publicly noticed meeting and for recommendation to the City Council.

C. **Analysis** The current City/School Fields lease area is shaded on Exhibit A and the outline of the Wetland Area is marked. The shaded area on Exhibit B is the existing Wetland Area to be deleted from the lease area. The Wetland Area is currently fenced and unavailable for active recreation. The proposed deletion would not expand the wetland beyond the fenced area.

D. **Review** The Parks, Recreation, and Beautification Advisory Board reviewed this item at their October 25th meeting and unanimously recommended the proposed changes. As a result of that meeting, Bruce King, representing the Nature Preserve Steering Committee, prepared a letter, a copy of which is attached. There has been no complete staff review of this proposal. The Leisure Services Department has reviewed the proposal and has no problem with it.

RECOMMENDATION: Review of the proposed change to the School Fields Lease Agreement and delete the Wetland Area from designation as a Lease Area as shown on Exhibit A of the Recreation Fields Lease Agreement with the Park City School District. Also revise the School Fields Master Plan to delete the 8' pedestrian trail along the east property boundary.

Toby Ross
City Manager
Park City Municipal Corp.
P.O. Box 1480
Park City, Utah 84060



28 October 95

Dear Toby,

I recently attended a meeting of the Parks, Recreation and Beautification Board to participate in a discussion pertaining to a revision of the School Fields Lease Agreement regarding deletion of the fenced area known as the Treasure Mountain Nature Preserve (TMNP). Although the Board unanimously agreed to make a positive recommendation, a couple of issues were raised which, if raised again, may cause undue concern and/or confusion for the City Council.

Meadows Drive Extension

The staff report contains an obsolete map which shows Meadows Drive Extension traversing the eastern edge of TMNP. I have enclosed relevant copies of a 1991 report, prepared by Eckhoff, Watson and Preator Engineering, recommending that the proposed road be located east of Homer ditch.

Trail Between Homer Ditch and TMNP

The possibility of a trail located between Homer ditch and TMNP was discussed. If a trail is located in this area, minor encroachments into TMNP may be required and it was suggested that the City Council allow for this possibility. We are pursuing this course of action because we would like the School Board to pass a resolution protecting TMNP as an educational resource but they are not able to do so until they once again have clear control over this property. My concern is that if the City Council were to make such an allowance, this would leave the School Board in a similarly awkward position. We would be asking them to pass a resolution protecting a piece of property over which they do not have clear jurisdiction.

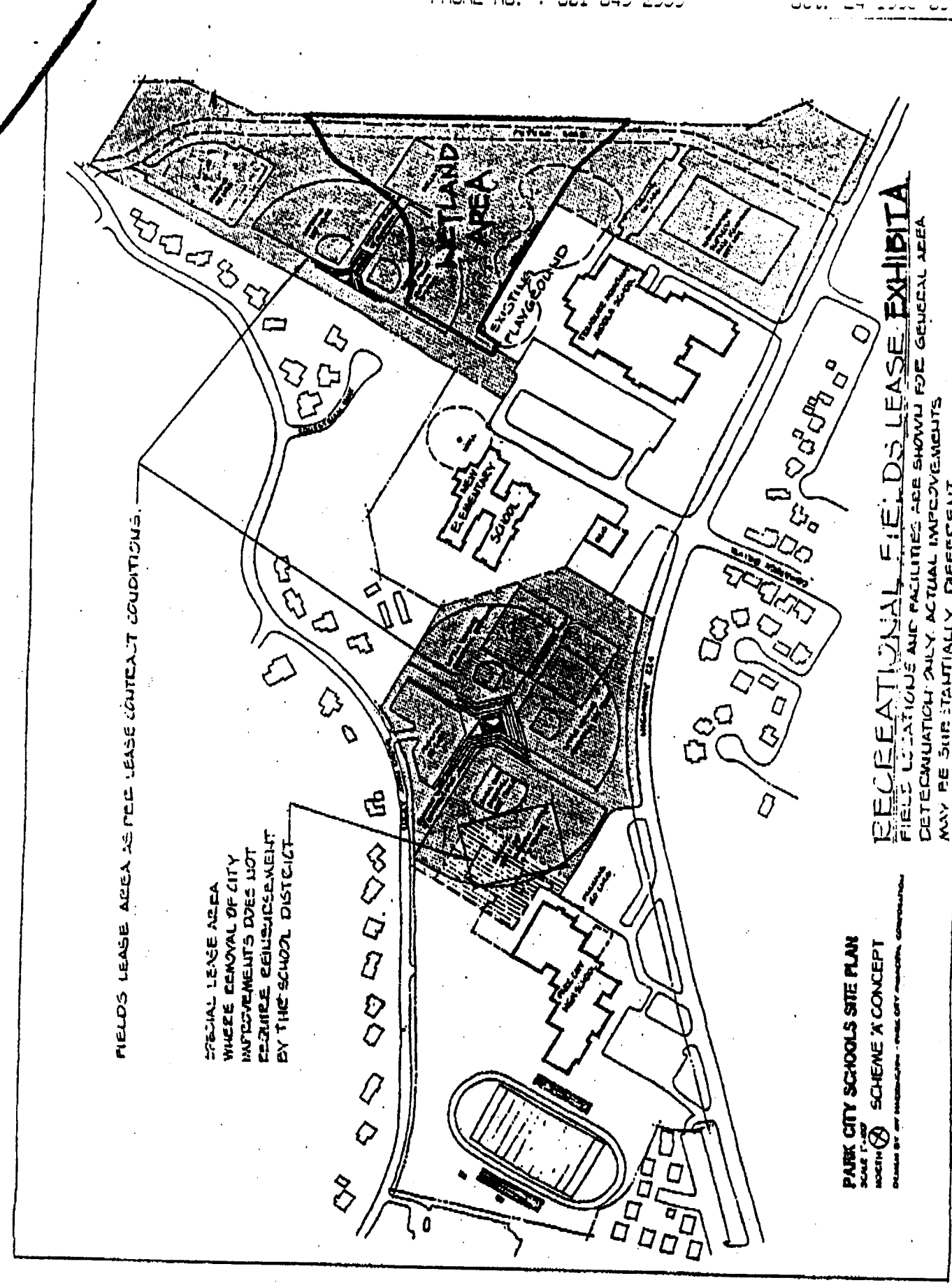
I recommend that the City Council clearly and simply remove the fenced area known as the Treasure Mountain Nature Preserve from the School Fields Lease Agreement as recommended by the Parks, Recreation and Beautification Board. If an encroaching trail is necessary in the future, I am certain that PCMC, PCSD and concerned citizens can work together, in good faith, to meet the needs of all stakeholders.

Please have your staff notify me when this issue is scheduled for City Council.

Sincerely,

Bruce W. King, TMNP Steering Committee

XC: Don Fielder/George Hull/Michelle Breinholt



FIELDS LEASE AREA AS PER LEASE CONTRACT CONDITIONS.

SPECIAL LEASE AREA
WHERE REMOVAL OF CITY
IMPROVEMENTS DOES NOT
REQUIRE REIMBURSEMENT
BY THE SCHOOL DISTRICT

RECREATIONAL FIELDS LEASE EXHIBIT A
FIELD LOCATIONS AND FACILITIES ARE SHOWN FOR GENERAL AREA
DETERMINATION ONLY. ACTUAL IMPROVEMENTS
MAY BE SUBSTANTIALLY DIFFERENT.

PARK CITY SCHOOLS SITE PLAN
SCALE 1"=40'
NORTH
DESIGNED BY: [Logo] PARK CITY SCHOOLS DISTRICT

PRELIMINARY DESIGN AND WETLANDS MITIGATION
FOR
MEADOWS DRIVE EXTENSION

Prepared For:

PARK CITY MUNICIPAL CORPORATION
P.O. Box 1480
Park City, Utah 84060

Prepared By:

ECKHOFF, WATSON AND PREATOR ENGINEERING
1121 East 3900 South, C-100
Salt Lake City, Utah 84124

(801) 261-0090

January, 1990

Project No. EP271590

4. Crossing Canal on North Side of Old Barn
5. Intersection with existing Meadows Drive on South Side of Canal
6. Intersection with existing Meadows Drive on North Side of Canal

Alternative Project Scenarios

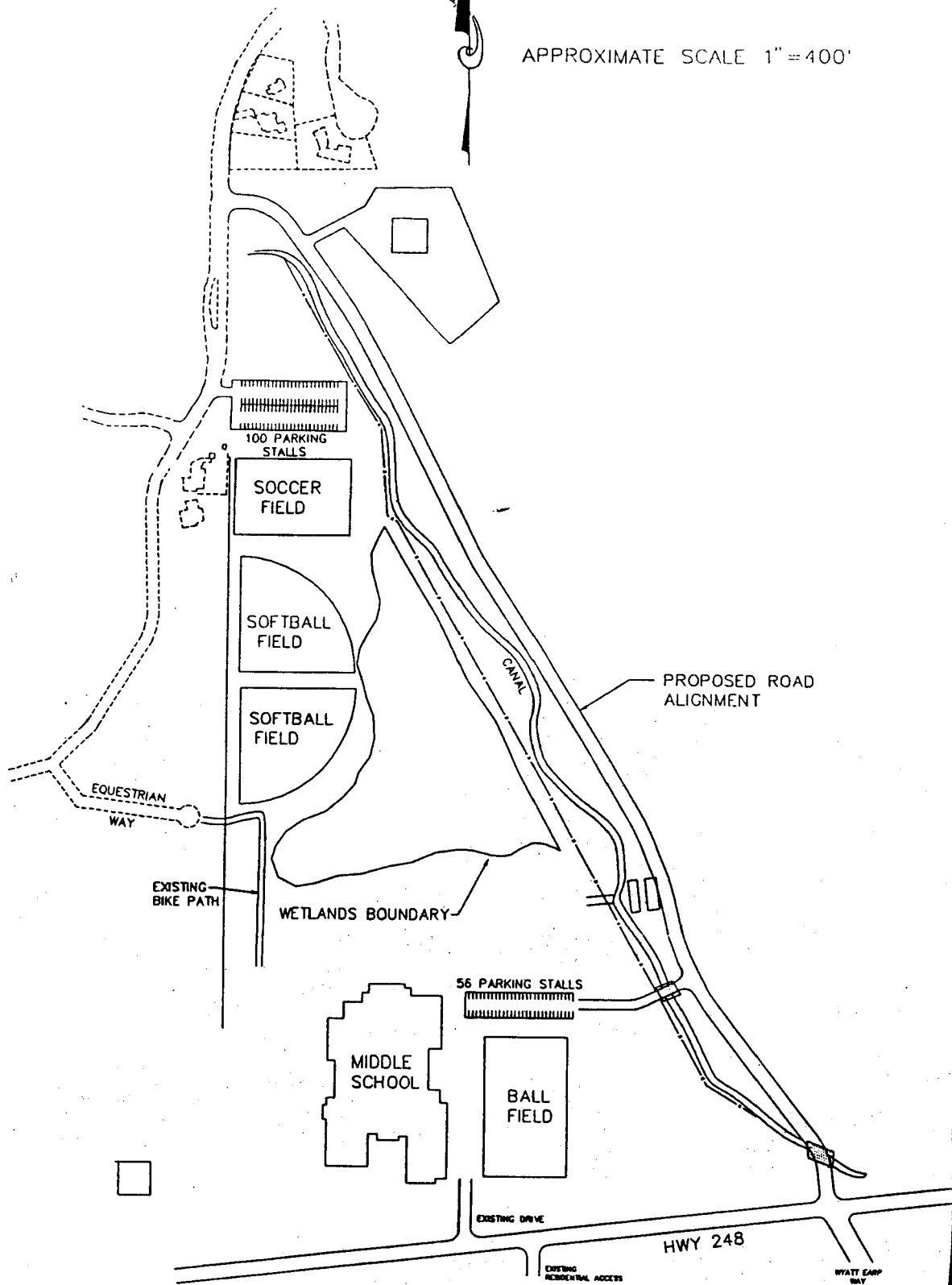
20. Using the design constraints and the roadway alignments, four alternative project scenarios have been presented. Chapter Four describes each alternative and discusses the advantages and disadvantages of each. The alternatives are shown graphically in Figures 4-1 through 4-4.
21. Wetland Impacts for each Alternative Project Scenario are detailed below:

Alternative One	- 2.16 acres of wetlands
Alternative Two	- 1.00 acres of wetlands
Alternative Three	- 0.20 acres of wetlands
Alternative Four	- 0.20 acres of wetlands
22. Estimated costs for each Alternative Project Scenario are as follows:

Alternative One =	\$681,200.00
Alternative Two =	\$643,300.00
Alternative Three =	\$565,100.00
Alternative Four =	\$599,300.00 (contingent on speed reduction)
23. It is recommended that Alternative Project Scenario Four be constructed (shown on the next page). This Scenario utilizes the School and City property to its fullest (from a land use standpoint). The roadway is separated from the recreational and educational facilities by the canal. This Scenario also minimally impacts the wetlands. However, it is noted that additional costs may be incurred to provide adequate sight distance at the intersection with S.R. 248.

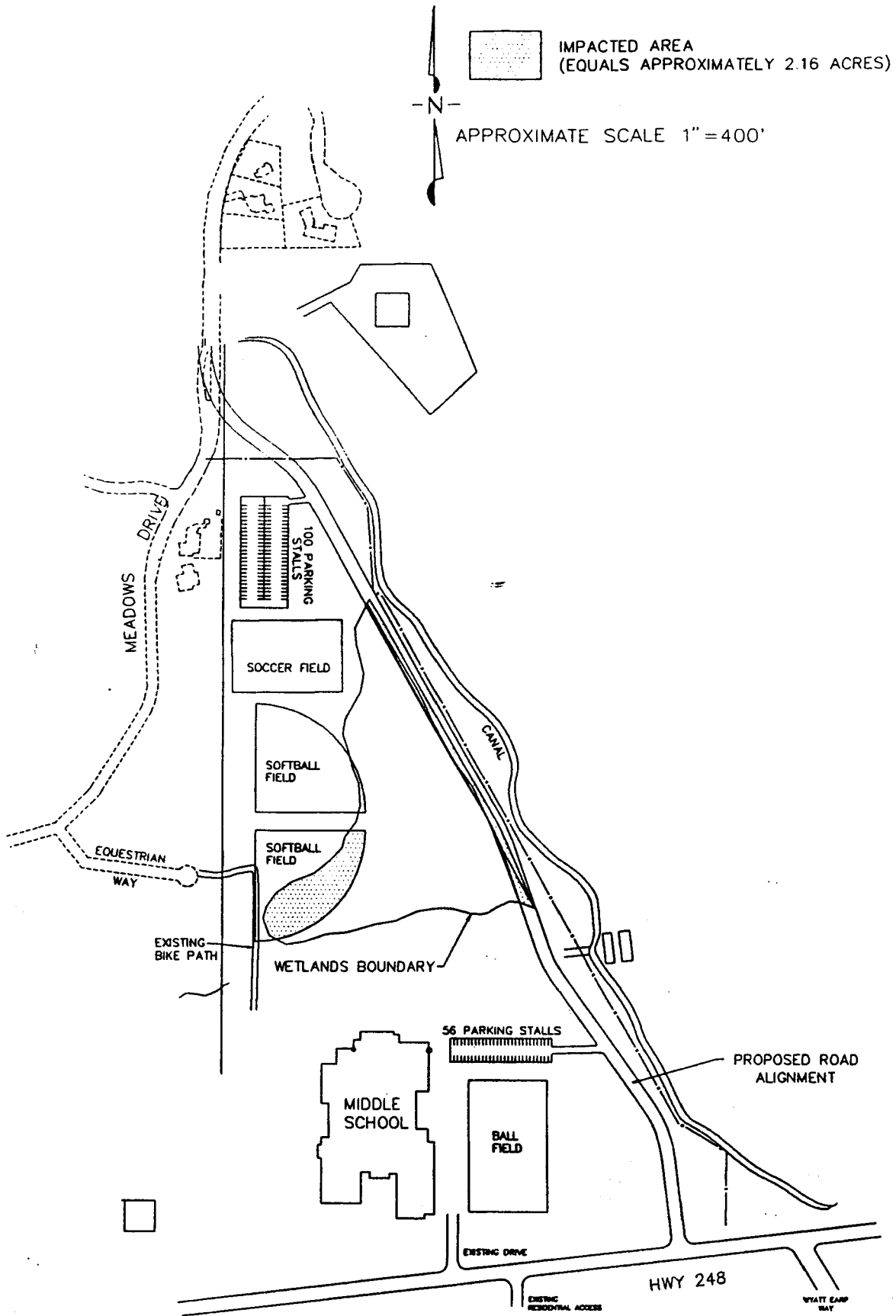
IMPACTED AREA
(EQUALS APPROXIMATELY 0.11 ACRES)

APPROXIMATE SCALE 1" = 400'



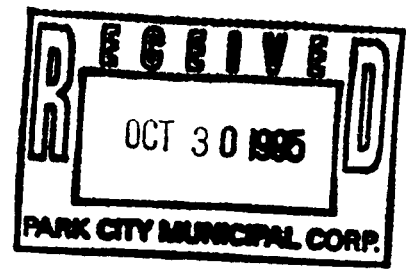
ECKHOFF WATSON AND PREATOR ENGINEERING
ENGINEERS PLANNERS SURVEYORS

FIGURE 4-4
ALTERNATIVE PROJECT SCENARIO FOUR



ECKHOFF WATSON AND PREATOR ENGINEERING
ENGINEERS PLANNERS SURVEYORS

FIGURE 4-1
ALTERNATIVE PROJECT SCENARIO ONE



Parks, Recreation & Beautification Board

MEMO

TO: Honorable Mayor and City Council

FROM: George Hull, Chairperson, Parks, Recreation,
Beautification, Advisory Board

DATE: October 26, 1995

RE: School Fields Master Revision

At the October 25, 1995 Board meeting, Board members unanimously agreed to recommend that the City unconditionally release the School District from the joint lease in respect to the wetlands area of the school fields agreement.

A handwritten signature in black ink, appearing to be "G. Hull", written over a horizontal line.



COUNCIL AGENDA REPORT

DATE: November 9, 1995
DEPARTMENT: Public Works
AUTHOR: Jerry Gibbs
TITLE: Janitorial Cleaning Services Contract
TYPE OF ITEM: Professional Services Agreement

SUMMARY RECOMMENDATIONS: Authorize staff to enter into a service contract for cleaning services in an amount not to exceed \$34,000 per year.

DESCRIPTION:

A. Topic: Contract cleaning of City buildings.

B. Background: The Building Maintenance Department is responsible for cleaning all City-owned and operated buildings. The buildings are Marsac, Racquet Club, Park City Library and Education Center, the Recreation building, Miner's Hospital, Public Works, Main Street restrooms and all of the parks restrooms.

The department consists of five budgeted positions, of which four are currently filled. The department employees work on overlapping schedules, providing seven-day a week coverage for all the facilities.

This item is before City Council to award a professional services contract for contract cleaning. This is in line with Council's *Top Priority Goal* of "Sound Financial Management". This cleaning contract is equivalent to one city employee position.

The contract was awarded to Advance Building Maintenance in 1994 for \$1,928.00/month. The contract was terminated due to a failure to perform.

A working level Building Maintenance I position has an estimated salary and benefit package of approximately of \$28,000.00 per year. There is an estimated additional cost of \$3,000-\$5,000 per year for vehicles, uniforms, and lost time due to sick leave or vacation.

C. Analysis. An RFP was sent to cleaning services in Park City and along the Wasatch front. The RFP requires the contractor to provide transportation for their employees to each site. They are required to complete a daily check list of items completed and notify us of any potential problems. Park City will be providing all cleaning supplies and cleaning equipment. The service contract is for labor only.

Proposals were received from seven cleaning services. The proposals ranged from a high of \$13,082.00 per month to a low of \$2,416.00 per month. The RFP was written so that the City could select a contractor by individual building or groups of buildings. The proposals are:

Spotless Janitorial	\$ 33,155.52
T&C Cleaning	156,984.00
Mary Cole	33,840.00
Service Pro Contractors	44,547.00
Odorite of Utah	82,323.36
Sacco	29,520.08
Arteaga	28,992.00

The low price was submitted by Arteaga & Associates Cleaning Company of Layton, Utah. The next three proposals were within approximately \$400 per month.

D. Department Review. The proposals have been reviewed by the Building Maintenance and Public Works departments.

ALTERNATIVES:

A. Authorize staff to enter into an agreement not to exceed \$34,000. This approach would allow staff negotiate a contract based on price, experience and ability to perform.

B. Award the contract to the lowest bidder. This award would be made to Arteaga & Associates Cleaning Company for a total of \$2,416.00.

C. Hire a full-time city employee. This option would provide greater control over the work being done. It would be approximately 6-8 weeks to bring an employee on board. The disadvantage is this is not the lowest cost alternative.

D. Request new proposals. This option would be very time consuming with minimal financial gain.

SIGNIFICANT IMPACTS: The positive impact will be the reduction in cost with respect to hiring a full time person. A negative impact could occur if the service provider performs below expected service levels. The City does have a 30-day cancellation clause. Each department head within the buildings being cleaned, will be provided an opportunity to meet the individuals responsible for the cleaning services and discuss any concerns.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: If Council chooses not to take the recommended action, temporary cleaning services will need to be

extended at a cost of \$2,820.00/month until a rebid or an employee is hired.

RECOMMENDATION: Authorize staff to enter into a service contract in an amount not to exceed \$34,000 per year for cleaning. The buildings included in this contract are the Racquet Club, the Recreation building, Miner's Hospital, the Park City Library and Education Center.

COUNCIL AGENDA REPORT

DATE: November 9, 1995
DEPARTMENT: Administrative Services Department
AUTHOR: Bob Stephens, Administrative Services Director
TITLE: Silver Meadows Purchases
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: To authorize staff to enter into a short-term financial arrangement of one year with a lender as an interim strategy while staff analyzes long term options. To allow staff the flexibility of using City funds in the form of a loan from the CIP for the purchase of the four Silver Meadows units should external commercial loans not be available or not at terms acceptable to the City.

BACKGROUND: Requests for proposals were sent to 16 mortgage companies in mid-October with only First Security Bank and Zions Bank expressing interest in working with us. There appears to be confusion surrounding what exactly can be worked out due to our municipality status. The banks are still researching whether PCMC can receive a commercial loan which will be considered tax exempt. They are also researching the possibility and feasibility of a revenue bond. Developer, Peter Cook, is anxious to close on the first two City units in late November. The next two units will be completed and ready to close on in January 1996.

ANALYSIS: There is a good probability that the issues surrounding the bank loans will be resolved before the City needs to close on the first two units in late November. Early conversations with the banks have not presented acceptable long term options and strategies that would be beneficial to PCMC. However, Zions Bank has offered a short term option of one year in the 4.0 to 4.5% range. Since the City is currently receiving an average return of 6.34% on its investment portfolio, this is an offer worth pursuing. If the long term loans cannot be made at an interest rate that approaches the City's investment interest rate, it may be more beneficial for the City to make a loan to itself from the CIP funds. In any event, there is a possibility that we are going to need to buy some time before this issue is totally resolved so that we don't jeopardize the purchase of the units.

SIGNIFICANT IMPACTS: The most dire consequence of not taking this action would be to forfeit our opportunity to purchase some or all four of the Silver Meadows units. This request is one of establishing a contingency strategy that can be utilized if our first strategy of obtaining an external long term loan falls through.

RECOMMENDATION: Council should authorize staff to enter into an interim short term loan while further analysis takes place. Council should authorize staff to utilize a loan from the CIP funds not to exceed four hundred thousand dollars (\$400,000) to fund the purchase of four Silver Meadows units to be used as either interim financing or permanent financing in the event the City is unable to consummate a deal with outside lenders.

COUNCIL AGENDA REPORT

DATE: November 9, 1995
DEPARTMENT: Legal
AUTHOR: Anita Sheldon
TITLE: City Recorder
TYPE OF ITEM: Canvass of November 7th Municipal Election

SUMMARY RECOMMENDATIONS: Canvass the results of the November 7th Municipal Election

DESCRIPTION:

A. Topic: Canvass of election results of the November 7th Municipal Election

B. Background: Within seven days of an election, the Utah Code requires the board of canvassers (the Mayor and the municipal legislative body) to meet and canvass the results of the election. The City Recorder is to prepare a certification of the canvass for the board to sign, which lists the candidates, who received the highest number of votes, the number of votes received in each district and a total of all votes received. The City Recorder will transmit the vote totals to the lieutenant governor.

C. Analysis: The election results are not considered "official" until they are canvassed by the Board of Canvassers.

D. Department Review: Legal Department

ALTERNATIVES:

A. Approve the request: Recommended action.

B. Deny the request: The board of canvassers cannot reject election returns unless it determines that matters are omitted or that clerical mistakes exist which result in not being able to determine the number of votes cast for each candidate. Even then, they can only transmit the

returns back to the judges for correction and canvass when the corrections are completed. There don't appear to be any clerical errors and all necessary matters were completed. The County Clerk and the City Recorder witnessed the counting of the votes and no problems occurred. The ballots are available if the Council wishes to inspect them.

C. Continue the Item: Not applicable.

D. Do nothing: Not applicable.

SIGNIFICANT IMPACTS:

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: See Item B above.

RECOMMENDATION: Canvass and certify the results of the November 7th Municipal Election.

CANVASS OF NOVEMBER 7, 1995 MUNICIPAL ELECTION
PARK CITY, UTAH

CANDIDATE	CON. 1	CON. 2	CON. 3	TOTAL VOTES RECEIVED PER CANDIDATE
HUGH DANIELS	206	343	301	850
RUTH GEZELIUS	194	211	148	553
LOUIS HUDSON	134	151	108	393
CHUCK KLINGENSTEIN	290	397	304	991
PAUL SINCOCK	194	282	227	703
MARTY STATTIN	153	233	167	553
TOTAL VOTES BY DISTRICT	1171	1617	1255	4043

ONE WRITE-IN VOTE WAS RECEIVED FOR THE EACH OF THE FOLLOWING PEOPLE:

EDWARD ABBEY
JERRY GARCIA
TODD GABLE
TODD GABLER
TOM YOUNGBLOOD
KITTY FRANKS
KIM REED

The candidates elected to the office of City Council of Park City, Utah, are Hugh Daniels, Chuck Klingenstein and Paul Sincock.

The percentage of voter turnout is as follows:

CON. 1- 29.4%		CON. 2 -36.8%		CON. 3 - 43.1%		% TOTAL TURN- OUT
TOTAL REG. VOTERS	NUMBER VOTING	TOTAL REG. VOTERS	NUMBER VOTING 10/3	TOTAL REG VOTERS	NUMBER VOTING 10/3	
1512	445	1663	612	1069	461	36.4%

