



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 2, 1999**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, September 2, 1999.

A G E N D A

Closed Session - City Council Chambers - Lower Level

4:30 p.m. Personnel/litigation

Work Session - City Council Chambers - Lower Level

5:00 p.m. Council questions and comments
5:15 p.m. Bonanza Drive pedestrian crossing improvements
5:30 p.m. Review of regular meeting
 Test well program

Regular Meeting - City Council Chambers - Lower Level

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV PUBLIC HEARING

Ordinance approving the first amended record of survey plat for Units 204 and 304 of the Lift Line Condominiums, located at 1403 Park Avenue, Park City, Utah

V CONSENT AGENDA

1. Ordinance approving the first amended record of survey plat for Units 204 and 304 of the Lift Line Condominiums, located at 1403 Park Avenue, Park City, Utah

2. Ordinance approving the subdivision of The Cove at Eagle Mountain Phase Two, located at Meadows Drive, Park City, Utah
3. Ordinance approving the final subdivision plat for the Eagle Pointe Subdivision, Phase III, located in the Quarry Mountain MPD, Park City, Utah
4. Massage Express lease for space at the Racquet Club, 1200 Little Kate Road, Park City, Utah
5. University of Utah lease amendment for additional space at the Park City Library and Education Center, 1255 Park Avenue, Park City, Utah
6. Authorization for payment of \$97,430 for comprehensive insurance coverage through September 1, 2000

VI NEW BUSINESS

1. Award of contract to CDC Restoration & Construction in an amount not to exceed \$274,807 for repairs and structural improvements to the China Bridge Parking Structure
2. Authorization to staff to proceed with water well study and award of bid for test well construction

VII ADJOURNMENT

Posted: 8/30/99
See parkcity2002.org



**PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 2, 1999**

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

Toby Ross, City Manager; Nora Shepard, Special Projects Manager; Rick Lewis, Community Development Director; John Lind, Water and Streets Superintendent, Jerry Gibbs, Public Works Director

Charlie Wintzer, property owner

1. **Council questions and comments.** Hugh Daniels reported that he attended the mayors meeting at the County where a regional water study was discussed. Approximately \$100,000 was received in grant funds but the bid for the study is about \$238,000. It appeared as if the study would move forward and the county areas and municipalities will be identified to look at areas that already have data. Citizens for a Better Summit County made a presentation, which is the group working on the 1/10th of 1% sales tax for arts and culture. The Commission recommended that this be placed on the November 2000 ballot and it was pointed out that if the group chose to do it sooner, it could submit a petition. At some point, the Council may want to discuss how the sales tax would impact our community. Hugh Daniels noted that the legislative town meeting will be held at the Eccles Center and the skateboard park has been well used. Shauna Kerr thanked staff for assisting in the Quality Growth Commission meeting. The City presentation on existing quality projects was great and staff introduced some ideas for the future, as well. The use of the skateboard park has been good, but she is concerned about the kids not using helmets and/or pads. The City provided the skateboard park, and it is their responsibility to wear protective gear which should be enforced. She is prepared to shut down the park if there isn't compliance. Ms. Kerr continued that the people who produced the Farmers Market should be acknowledged publically, because it has been a good amenity for the community.

In response to a question from Shauna Kerr about disturbing the driving range to accommodate the golf course hotel, Nora Shepard explained that a portion of the underground and surface parking according to the development agreement approved two years ago involved closing the driving range. In addition, the applicant is asking the Planning Commission for some modifications which could result in an expansion of underground parking under the driving range, but the driving range would still have to be closed and it has been fortunate that the closing hasn't occurred yet. Staff is meeting with the developer and the golf staff to discuss this phase. The developer currently has an excavation and footings/foundation permit and has waited to do this, and at some point has the right to dig. The goal is to open the driving range by next spring. There was discussion about preserving the pine trees on the property.

Roger Harlan acknowledged the concerns of Ms. Kerr about skateboarders using protective wear, and they are taking steps to do that. Paul Sincock felt the park works well, and relayed Dana Williams' suggestion about people donating helmets and pads that would be available at the site for patrons. The Arts Council held a monthly meeting yesterday and the film series will start up again in a couple of weeks. There are ten applicants for the new film organization's board of directors. This is a good example of the Arts Council being an "incubator" for other non-profits. Chuck Klingenstein suggested that the organization consider a youth film series. He commented on the TDR seminar which was held today and assured Ms. Kerr that several people are working together on her concerns about the safety of skateboarders. Mr. Klingenstein disclosed that he has received complaints about business sign violations. Rick Lewis explained that staff monitors signs every few months and will conduct another inspection of the Main Street and Park Avenue area.

2. Bonanza Drive pedestrian crossing improvements. John Lind, Water and Streets Superintendent, discussed repairing the sidewalk, installing street lights and moving the crosswalk ten feet to the north, which would be slightly elevated with LED lights. The project is proposed at \$56,000. There was discussion about snow plows damaging the crosswalk. Jerry Gibbs explained that the LED lights are embedded in the asphalt below the surface preventing snow plow damage and the crosswalk will be cleared of snow so that the lights are effective. He admitted that this is a new product and Paul Sincock asked about a warranty. Mr. Lind explained that the contractor will be responsible for proper installation. Mr. Gibbs explained that there will also be blinking crosswalk signs as an advance warning. Ms. Kerr suggested that only the signs be installed, and Jerry Gibbs emphasized that the signs can only be done in conjunction with this type of a crosswalk as the company has an exclusive right. Ms. Kerr stated that she liked the other ideas, but this package is ludicrous. The Public Works Director felt the City is taking the right steps by raising the crosswalk, and installing overhead lights on either side of the street, creating great visibility for the pedestrians. If Council decides against the LED system, the safety of the intersection will be improved from its current condition with these improvements. There was discussion of lighting the crosswalk sign independent of the crosswalk. Mr. Gibbs added that staff looked at a light, activated by pedestrians and similar to the Comstock light, but the consultants did not feel it would be as effective as a system planted in the pavement and activated by pedestrians on the crosswalk.

Paul Sincock stated that he doesn't have a problem with the lighting system, but wants to make sure there are adequate warranties in place, especially for winter performance. Mr. Gibbs explained that the lighting equipment will cost \$17,000 and installation is projected at \$5,000 to \$6,000. He acknowledged that this is new technology; state contractors are not familiar with it, and there could be additional costs. The angle and visibility of the lights in the walkway were explained. Chuck Klingenstein voiced his support of the improvements. There was discussion about a portion of sidewalk to be installed by a project that was recently denied by the Planning Commission. Mr. Klingenstein preferred that the City install this portion so that the job is done right. Ms. Kerr stated she would rather allocate money to the sidewalk than the LED portion of the

project. Mr. Klingenstein appreciated the participation of the task force, but felt the neighborhood should have been involved. The Mayor invited public comments.

Charlie Wintzer, property owner, complained that neighbors were not notified of the final plans until today. He signed a lease today, and now must tell his tenant that he can't make a left-hand turn out of the property. People deserve to be noticed. He agreed with the problems, but the intersection at Iron Horse and Bonanza is more critical and the focus should be there and improvements should be connected with the bike path. Through illustration of a drawing, Mr. Wintzer described his proposal which he believes creates a better traffic flow. Jerry Gibbs explained that LSC looked at a number of alternatives, including moving the crosswalk back to Iron Horse, but there wasn't adequate sight distance based on the speed of the vehicles to provide a safe crossing there. This is the reason the Bonanza crossing at mid-block is proposed. It is always preferable to have crosswalks at intersections, and the reason why the LED lights were proposed. For the benefit of Paul Sincock, it was explained that leveling the road is not feasible because of utilities in the roadway and tailings could be another issue. Mr. Wintzer added that he complied with City regulations when he built there and now is being told that tenants and patrons can not make a left-hand turn from the properties. He asked that he be afforded continued input. The Mayor concluded that extending the sidewalk is appropriate and including the input of the neighbors should be part of this process. Council agreed to extend the sidewalk, to move the crosswalk, and install the overhead lighting. Mr. Lind suggested that re-striping be done.

Prepared by Janet M. Scott



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 2, 1999**

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, September 2, 1999. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; Bob Stephens, Administrative Services Director; Rick Lewis, Community Development Director; Brooks Robinson, Planner; John Lind, Water and Streets Superintendent; Jerry Gibbs, Public Works Director; and Mark Harrington, Interim City Attorney.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda. Hearing none, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Bob Stephens reminded the Council that of a town meeting scheduled on Y2K on September 21 at the Jim Santy Auditorium at 6:30 p.m. The Y2K state coordinator will make a presentation to Council on September 9. Rick Lewis announced ribbon-cutting information on Miners Park and the skateboard park on Labor Day.

IV PUBLIC HEARING

Ordinance approving the first amended record of survey plat for Units 204 and 304 of the Lift Line Condominiums, located at 1403 Park Avenue, Park City, Utah - Brooks Robinson stated that the Planning Commission forwarded a positive recommendation with the findings of fact, conclusions of law, and conditions as outlined in the ordinance. With no comments or questions, the public hearing was closed.

V CONSENT AGENDA

Shauna Kerr, "I move approval of Consent Agenda Items 1 through 6". Chuck Klingenstein seconded. Hugh Daniels pointed out the recent amendment to the University of Utah lease and that the Council should approve this version. Interim City Attorney Mark Harrington explained that the change deals with a safeguard for the Library in the event it expands and requires additional space. Ms. Kerr amended her motion "with the changes to the University of Utah lease".

indicated by Mr. Harrington". Chuck Klingenstein accepted the amendment. Motion unanimously carried.

1. Ordinance approving the first amended record of survey plat for Units 204 and 304 of the Lift Line Condominiums, located at 1403 Park Avenue, Park City, Utah - See public hearing and staff report.

2. Ordinance approving the subdivision of The Cove at Eagle Mountain Phase Two, located at Meadows Drive, Park City, Utah - See staff report.

3. Ordinance approving the final subdivision plat for the Eagle Pointe Subdivision, Phase III, located in the Quarry Mountain MPD, Park City, Utah - See staff report.

4. Massage Express lease for space at the Racquet Club, 1200 Little Kate Road, Park City, Utah - See staff report.

5. University of Utah lease amendment for additional space at the Park City Library and Education Center, 1255 Park Avenue, Park City, Utah - See comments above, and staff report.

6. Authorization for payment of \$97,430 for comprehensive insurance coverage through September 1, 2000 - See staff report.

VI NEW BUSINESS

1. Award of contract to CDC Restoration & Construction in an amount not to exceed \$274,807 for repairs and structural improvements to the China Bridge Parking Structure - In response to a question from Chuck Klingenstein, it was explained that the surface would not be slippery. The phasing of the improvements were clarified. In response to a question from Roger Harlan regarding the other bids being significantly higher, Mr. Lind believed the CDC had a better idea of what the project entailed while the other contractors were very conservative. Jerry Gibbs explained that the bid number is a lump sum amount intended to cover all of the items outlined in the plans. There was discussion about acknowledging Joram Lichtenstein's contributions in donated consulting services, which has saved the City considerable money in professional fees.

Chuck Klingenstein, "I move approval of the award of contract to CDC Restoration & Construction in an amount not to exceed \$274,807 for repairs and structural improvements to the China Bridge Parking Structure". Paul Sincock seconded. Motion carried unanimously.

2. Authorization to staff to proceed with water well study and award of bid for test well construction - John Lind introduced geologists Tod Jarvis and Bill Lauflin of Weston Engineering, who has had a good success rate in the area. The well is needed now because the exportation of

water will not occur for five more years. He discussed that it is proposed to contract with Lang Exploratory Drilling for 24 hours per day, seven days a week so that the project is fast-tracked. Bill Lauflin explained that 24 hours is recommended to keep the hole open. Weston attempted to identify the different aquifers present and locate sites where there are broken up and more faulted rocks. They targeted the same rocks where they found water in Oakley. The depth of the Old Town well is estimated at 1,400 to 2,000 feet deep. A test well would confirm their geologic model, obtain a water quality sample, and ascertain the potential yield. If this looks good, a production well would be designed. Mr. Lauflin continued to describe the Park Meadows location. The Park Meadows and Middle School Wells are in the Thaynes Formation which contains two aquifers. It is proposed to drill a well to tap the lower aquifer, but a test well needs to be drilled and a pumping test performed to confirm that they are hydraulically independent. Mr. Lind emphasized that the report will be a useful document that can be utilized in the future and staff has been working on this project for some time. The underlying reason for drilling the Old Town well first is that it may have the potential of becoming a production well, serving Flagstaff.

Roger Harlan asked about a plan for notifying the neighbors about the drilling. Mr. Lind explained that staff has not done this yet, but the contract contains requirements for sound attenuation curtains. Sound levels were discussed at Db 90 without the curtains.

Shauna Kerr, "I move to approve the drilling program". Chuck Klingenstein seconded. Motion carried unanimously.

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 4:30 p.m. Members in attendance were Mayor Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; Mark Harrington, Interim City Attorney; and Mike O'Brien, Esq. Shauna Kerr, "I move to close the meeting to discuss personnel/litigation". Paul Sincock seconded. Motion carried unanimously.

The meeting opened at approximately 5:30 p.m.

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City Council Meeting
September 2, 1999

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

Prepared by Janet M. Scott



Janet M. Scott

Janet M. Scott, City Recorder



DATE: September 2, 1999
DEPARTMENT: Public Works
AUTHOR: Jerry W. Gibbs, P.E.
TITLE: Bonanza Pedestrian Crossing
TYPE OF ITEM: Work Session/Informational

SUMMARY RECOMMENDATIONS: Provide direction to staff with respect to phasing and purchase of equipment.

DESCRIPTION:

A. Topic: The Bonanza Pedestrian Crossing

B. Background:

The proposed Bonanza Drive Pedestrian Crossing is located on Bonanza Drive between Munchkin Road and Iron Horse Drive. Bonanza Drive is one of two arterial streets providing access to Deer Valley and Old Town and carries over 16,000 vehicles per day during peak season. The crosswalk is located mid-block with crosswalk warning signs both at the crossing and in advance of the crossing. Over the last few years pedestrians, parents, and near by residents have expressed concerns with the speed of vehicles, traffic volumes, lack of driver awareness, and safety of children and walkers using the crossing.

Leigh, Scott, and Cleary, Inc. (LSC) completed a study in November 1998 to evaluate the existing conditions and assess a range of potential alternatives. Their report identified vehicles speeds for northbound traffic at 31 mph and 37 mph for southbound traffic. The posted speed limit is 25 mph.

The peak hourly traffic occurred at 4:00 p.m. with approximately 1,400 vehicles. Pedestrian and bicycle traffic was fairly constant between 10:30 a.m. and 3:30 p.m. with a combined average of approximately 23 crossings per hour.

The City Council authorized staff to proceed with the design for the crossing on July 15, 1999 and a contract was issued to Sear Brown engineers. They have completed their preliminary review and final construction documents are being prepared. A copy of their report is attached.

C. Analysis: Sear Brown's site review showed the crest of the vertical curve was approximately 30 feet north of the existing crosswalk. They are recommending a phased approach for the improvements. Their summary recommendations are:

1. Install a 6' sidewalk along the east side of Bonanza (\$6,760).
2. Install street lights on each side of the road at the crosswalk (\$9,000).
3. Move the crosswalk approximately 10 feet north.
4. Build a table crosswalk approximately 12' wide by 2" high (\$4,000)
5. Install an in-pavement LED warning system with automated actuation (\$18,000 material and \$6,000 labor).
6. Paint a revised median scheme (\$1,500).
7. Install a raised median (\$11,000).

Proposed Schedule:

Sidewalk: Current pedestrian patterns show that a sidewalk is needed along the east edge regardless of the crosswalk modification. City crews will begin excavation for the sidewalk the week of August 30. The concrete work could be completed by the City's concrete contractor shortly after Labor Day.

Street Lights: If this project is included as part of a private bid, the project time is approximately 60 days including the bidding. Public Works could install in less than a month.

Crosswalk: Staff is recommending hiring an asphalt firm to build the raised crosswalk. The estimated time is three weeks.

LED warning system:

This item requires 8 to 10 weeks for delivery. A formal bid process that includes material and installation will require a minimum of five weeks before a notice to proceed is issued plus delivery time of the material. The earliest installation time would be December 1. Staff recommends the City purchase the equipment direct as a sole source (There is only one manufacturer of LED crosswalk lighting systems) and negotiate with an electrical contractors for installation.

Painting: Use the City's pavement painting contractor to repaint the median area to reflect the crosswalk changes.

The purchasing policies usually would require the components of a project like this to be bid as a single project because the City generally gets more cost-effective bids on larger projects and to avoid fragmenting a project to eliminate the need for review by the City Council. This project has some unique characteristics that may justify breaking it into its components with staff acting as the general contractor and soliciting bids for the asphalt and electrical work. 1. The different components are relatively discreet and the work schedules can be easily coordinated. 2. This project cannot be completed by November if the formal bid process is followed. 3. Staff is concerned that the crosswalk lighting is a new technology and electrical contractors will be reluctant to bid or their bids will be high. 4. The street lights, sidewalk and LED lighting have established unit pricing.

The total project funding in the current Capital Improvement Budget is in the amount of \$85,000 in line item 31-42119.

D. Department Review: The traffic calming task force made up of members from Community Development, Department of Capital and Budget, Police, and Public Works support this approach. The Legal Department will review any construction contracts.

ALTERNATIVES:

A. Authorize staff to phase the project as recommended by Sear Brown and divide the project into its components. This option provides staff the ability to compress the time schedule and have all critical construction items installed by November 1. LED lighting can be installed in cooler and wetter weather.

B. Request staff to formally bid all construction activities require to improve the crosswalk. This would increase the probability that the entire project would not be completed until next spring.

C. Request staff to postpone construction until spring. This would allow the project to be bid over the winter and constructed as soon a weather permits.

D. Delay the project indefinitely.

SIGNIFICANT IMPACTS: The City Council has expressed an interest in improving the safety of pedestrian and bicycle crossings on Bonanza. Alternative A expands the project flexibility. Staff expects this to be the least costly alternative.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The anticipated cost for construction likely will be higher if alternatives B or C is selected. Alternative D will delay the project.

RECOMMENDATION: Authorize staff to act as a general contractor and solicit bids for asphalt and electrical installation of the LED lighting system. Heaton Construction would install the sidewalk at the current city bid price. City Staff would install the overhead lights.

Memo

To: Jerry Gibbs
Park City Public Works Director

FROM: Bill Baranowski

DATE: AUGUST 20, 1999

RE: BONANZA DRIVE CROSSING
Progress Report No. 3
SBG Project No. 16030

Existing Conditions

Bonanza Drive connects SR-248 and SR-224 in Park City. The roadway was constructed around 1981 and includes a high point or crest of a vertical curve where there had been a railroad crossing before the tracks were removed prior to the development of the Rail Trail in 1995. The railroad crossing was replaced by a pedestrian crossing for the Rail Trail.

Bonanza Drive is 39' wide not including the roll type gutters on the side. The roadway includes a reverse horizontal curve and a crest vertical curve with a 3% slope. The crosswalk project connects the rail trail to the trail on the west side of Bonanza Drive. The existing crosswalk is painted as a ladder zebra crossing with the paint free center and white stripes 5' on each side. The crossing is located next to the Wintzer driveway on the westside and just south of the crest vertical curve.

The crossing is used by rail trail users and the residents of several housing units east of Bonanza Drive.

The following relevant data was collected on Bonanza Drive in 1998:

- Average Daily Traffic: 16,200.
- Peak Hour Volume: 1,400 vehicles per hour with over 1,000 vehicles in peak direction.
- Vehicular Speed: Posted Speed-25 mph, 85th percentile speed: 29 mph northbound, 33 mph southbound.
- Accident Data: No accidents recorded at crossing location.
- Pedestrian Crossing volumes: More than 100 per day (114 in 5 hour Saturday count: 46% pedestrians, 54% bicycles).
- Does not meet warrants for a signalized crossing.

Recommended Phasing of Improvements and Preliminary Cost Estimates

The following crosswalk improvements are recommended on Bonanza Drive. The improvements are listed by importance and should be installed as weather and funding permit. A range of associated cost estimates are included in parentheses.

1. Construct sidewalk and landscaping on east side of crossing area. (\$10-12,000)
2. Install two overhead streetlights to illuminate pedestrians at night. (\$7-8,000)
3. An in-pavement LED warning system (amber Light Emitting Diodes). Because of sight distance limitations, crosswalk signs with LED flashers on the signs are also recommended. Automatic actuation flashing crossing system poles should be 8' to 10' from the curb on both sides of the crosswalk. Barrier curb should be placed along the crossing area to protect the poles. A raised crosswalk (25' wide, 24:1 slope for vehicles and 12:1 slope for pedestrians) will help protect the flashers from snowplows and will improve the visibility of the crosswalk area. (\$25-40,000 equipment and labor) *Note delivery of flasher warning system is 8 to 10 weeks.
4. The painted median should be designed and repainted with tapers that comply with AASHTO standards. Because of the high number of left turns on Bonanza Drive between SR-248 and SR-224 a two-way-left-turn lane should be installed along with the proposed crosswalk improvements. (Islands: \$10-11,000, Striping: \$1,100)

Crossing Study

To compare the crossing conditions after the proposed improvements are installed to existing conditions the following study was conducted. Sear-Brown staff visited the crosswalk during daylight and nighttime conditions on August 5, 1999. Painted markings were made in the curb every 20' from the crosswalk edge to a point 400' to the north and south. Observers were placed on the north and south approaches to the crosswalk area.

Table 1 Percent Stopping and Advanced Braking Distance Rail Trail Crossing Data, by Sear Brown Group - August 5, 1999							
Northbound				Southbound			
Daytime		Nighttime		Daytime		Nighttime	
Stop %	Distance	Stop %	Distance	Stop %	Distance	Stop %	Distance
76	169'	65	161'	70	137'	61	117'

The observers visually estimated the location where vehicles applied their brakes as a pedestrian attempted to cross the street. In most cases the crossing was staged and a staff member began crossing as vehicles were spotted more than 500' from the crossing. Observers also noted if vehicles stopped for the pedestrian and allowed the pedestrian to cross. Approximately 80% of crossings were staged and the remainder were regular pedestrians. There were 200 crossings made during daylight and night time conditions.

Crosswalk Sight Distance

Visibility of a 1-inch high object located on the crosswalk outer edge (measured from 3.5-foot eye height of a driver) was measured by driving in both directions and stopping when a test object was spotted. Sear-Brown staff then estimated the visibility distance from the crosswalk by noting the mark on the approach curb at the location where the 1-inch high object was visible.

- **Northbound Traffic** The traffic coming downhill the crosswalk striping can be seen beginning at approximately 320' away (south of the Ironhorse Loop Road intersection). The northbound grade is 2%.
- **Southbound Traffic** Visibility for southbound traffic is limited. There is a crest in the roadway north of the existing crosswalk. Visibility of a 1-inch high object located on the crosswalk northern edge (measured from 3.5-foot eye height of a driver) was limited to 120'. Sight distance of a pedestrian standing at the crosswalk is approximately 180'. The southbound grade is 3%. AASHTO standards indicate that vehicle stopping sight distance on wet pavement at 40 mph is between 275 and 325 feet.

Flasher Warning System

Sear-Brown studied the applicability of placing an in-pavement flasher warning system at the Rail Trail Crossing. The following findings were made:

- **Field Study Observations.** The stopping characteristics of drivers varied greatly between the northbound and southbound directions. Table 1 shows vehicles northbound accelerated coming down the hill toward the crosswalk. They began braking 169' away during daylight and 161' away during night. Vehicles southbound decelerated because of the hill up toward the crosswalk. They began braking 137' away during daylight and 117' away during night conditions. The breaking distance shorter at night due to the absence of overhead lighting of the crossing area. Overhead illumination of the crosswalk area is recommended.
- **Flasher Guidelines.** The site was found to meet all of the guideline criteria except the ability to see the in-pavement flashers at a distance of 400'. The southbound sight distance of a 1-inch object on the roadway (similar to the height of an in-pavement flasher) is 120' because of the crest in the road. Cutting the crest by 12" or raising the crosswalk by 12" would increase the sight distance to over 300' southbound. Crosswalk signs with flashers should be installed at the crosswalk.

- **Raised Crosswalk.** To improve the visibility of the crosswalk and to protect the in-pavement flashers from snowplow damage, a raised crosswalk is proposed. The height of the crosswalk will be between 3" and 4" and 25 feet in width. The crosswalk is proposed to include a 24:1 slope for vehicles and 12:1 slope for pedestrians.
- **Pedestrian Refuge Median Island.** The pedestrians observed crossing during the study often waited in the 10' wide painted refuge island located in the center of the street. Once vehicles stopped then pedestrians continued crossing in front of the stopped vehicles. In only two out of 200 observed crossings vehicles strayed onto the new median striping. The use of the painted refuge should be maintained but with an improved taper on both the north and south approaches. The use of paint to delineate the islands is a maintenance issue as paint fades quickly in a snow/salt environment. A long raised median island would block one driveway near the crossing on the west side. A hybrid island consisting of painted and raised median combination could be a long-term solution that would reduce maintenance by the paint crews and still allow left turns out of the driveway. Until the raised median is constructed the median striping should include a better taper and a two-way-left-turn lane should be painted between SR-224 and SR-228 to provide a refuge for left turn traffic.
- **Other Design Issues.** The curb along Bonanza Drive is "roll-type" curb and there is concern that vehicles may leave the roadway and hit the poles. There is a driveway 5' south of the crosswalk striping on the west side of Bonanza Drive. The crosswalk may be moved up to 10' to the north to improve the distance for vehicles turning left out of the driveway towards the crosswalk. The crosswalk entry on the east side should be landscaped to provide an area for signs, poles and other fixed objects away from the curb line.
- **Phasing of Improvements.** The field data showed a great difference in crosswalk visibility between daylight and night conditions. Improvements should be phased according to their benefits. The first priority of improvements should be given to provide adequate lighting of the crosswalk. The in-pavement flasher warning system with flashing signs will improve the distance at which drivers will be warned of a pedestrian in the crosswalk.

CITY COUNCIL STAFF REPORT

DATE: September 2, 1999
DEPARTMENT: Planning
AUTHOR: Brooks T. Robinson
TITLE: First Amended Plat for the Lift Line Condominiums
TYPE OF ITEM: Amending the Record of Survey

SUMMARY RECOMMENDATIONS Conduct a public hearing, consider any public input, and approve the amended record of survey as conditioned and /or amended.

DESCRIPTION

Owners	Ted Warr, Architect for owners
Location	Units 204 and 304, 1403 Park Ave
Zoning	RM
Adjacent Land Uses	Residential
Reason for Review	Plat amendments require Planning Commission Review and City Council approval

B. Background

The Planning Commission reviewed this application at its regular meeting of July 28, 1999 and forwards a positive recommendation.

The property is legally described as Units 204 and 304 of the Lift Line Condominiums located at 1403 Park Avenue. These units are in Phase I of the project that was approved in 1981.

The applicant proposes to amend the record of survey to reflect the improvements made to these units. The owner of units 204 and 304 combined the two units (304 is directly above 204) with an interior remodel and created a separate entry in one of the garage parking spaces.

C. Analysis

Staff has no outstanding issues with this proposal to amend the record of survey plat. Phase I of the Lift Line condominiums contained eight units and had 16 parking spaces. The applicant has combined two units, reducing the total number to 7 units, requiring 14 parking spaces. One of the garage parking spaces has been converted to a private entry for the new combined unit. As the required parking dropped by two spaces with the combination of the units, the use of one

space for an entry is permissible under the Land Management Code. Fifteen parking spaces remain.

The parking space being converted is undivided limited common space. Therefore, all units owners must sign the amended record of survey plat.

D. Department Review

This project has gone through an interdepartmental review. At such time as a final plat is required, the City Engineer and City Attorney will review the plat as to form and compliance with the Land Management Code prior to recordation.

E. Notice

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

F. Public Input

No public input has been received by the time of this report.

ALTERNATIVES

- A. The City Council may approve the amended record of survey plat with the conditions stated, or modify the conditions, or
- B. The City Council deny the amended record of survey 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 environmental impacts to the City with this the amended record of survey plat.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

The record of survey would not reflect the changes in the ownership pattern.

RECOMMENDATION

The staff recommends that the City Council approve the amended record of survey based on the following findings of fact, conclusions of law and conditions of approval:

Findings of Fact:

- 1. The condominium project known as Lift Line Condominiums Phase I is located at 1403 Park Avenue and is zoned RM.
- 2. The proposed amended record of survey combines Units 204 and 304 and creates a

- private ownership entry in a previous limited common garage parking space.
3. The building footprint does not increase in size.
 4. Approval has been granted by the Lift Line Condominium Owner's Association for these improvements.
 5. The project complies with the parking requirements of Chapter 13 of the Land Management Code.
 6. The Planning Commission forwards a positive recommendation from its July 28, 1999 regular meeting.

Conclusions of Law:

1. There is good cause for this Amended Record of Survey.
2. The Amended 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 Amended Record of Survey.
4. Approval of the Amended 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:

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, prior to recordation of the plat.
2. All unit owners must sign a Consent to Record or other instrument acceptable to the County Recorder.
3. The applicant will record the Amended 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 and the plat will be void.
4. All other conditions of approval of the Lift Line condominium project continue to apply.

EXHIBITS

Exhibit A - Location Map

Exhibit B - Proposed Amended Record of Survey

MACDD\BTR\COUNCIL\CC99\Park1403.wpd

1403 Park Ave.

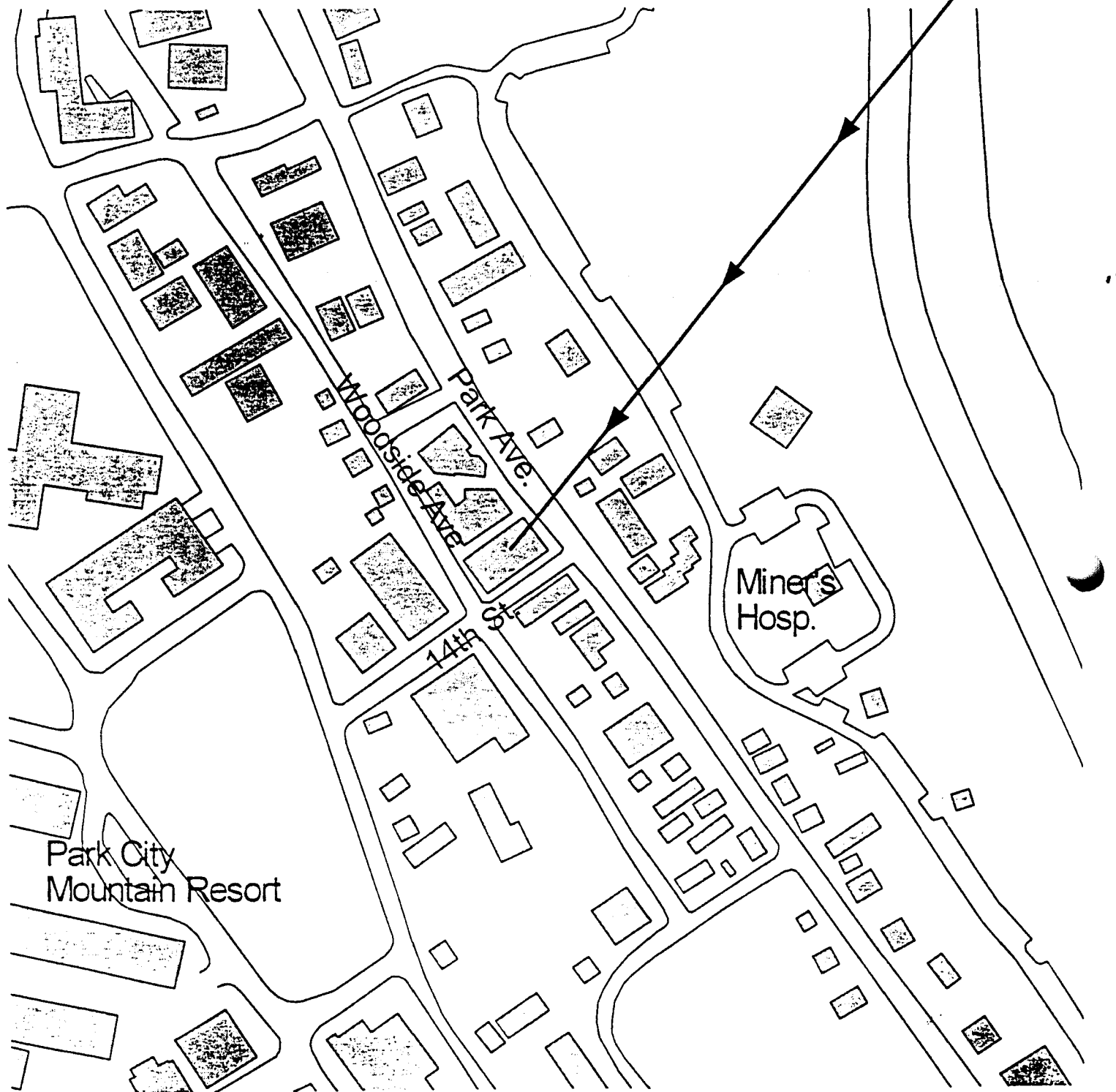


Exhibit A Vicinity Map

LEGAL DESCRIPTION

As at Unit No. 204, Amended Plat, Lift Line Condominiums, a Utah
 Condominium project located in Block 22, Snyder's Addition
 in Park City.

SENDER'S CERTIFICATE

I, JACOB J. JOHNSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I
 HAVE EXAMINED THE RECORDS OF THE PLAT OF THE LIFT LINE CONDOMINIUMS AND THAT I
 HAVE DETERMINED THAT THE PLAT OF THE LIFT LINE CONDOMINIUMS IS A VALID PLAT OF LIFT
 LINE CONDOMINIUMS, AND THAT THE CONDOMINIUMS ARE SUBJECT TO THE LIFT LINE
 CONDOMINIUMS ACT, AS AMENDED, AND THAT THE CONDOMINIUMS ARE SUBJECT TO THE
 PLAT OF THE LIFT LINE CONDOMINIUMS PROJECT RECORDED AS UNIT
 204, THIS DATE, IN 1998.

Jacob J. Johnson

Date

CONSENT TO RECORD

The undersigned, The Lift Line Condominium Homeowners Association
 consents to the Recording of the Amended Plat of Lift Line
 Condominiums.

President

ACKNOWLEDGEMENT

On this _____ Day of _____, 1998, I, _____, Secretary of the Lift Line Condominium Homeowners Association, do hereby certify that the undersigned, The Lift Line Condominium Homeowners Association, has approved the Amended Plat of Lift Line Condominiums, and that the Amended Plat of Lift Line Condominiums is a valid Plat of Lift Line Condominiums, and that the Amended Plat of Lift Line Condominiums is subject to the Lift Line Condominiums Act, as amended, and that the Amended Plat of Lift Line Condominiums is subject to the Plat of the Lift Line Condominiums Project recorded as Unit 204, this date, in 1998.

Notary Public, _____ My Commission expires _____

Residing at _____ County of _____ Utah

OWNER'S CONSENT TO RECORD

The undersigned owners of units 204 and 304 consent to the
 Preparation of the Amended Plat of the Amended Plat of
 Lift Line Condominiums.

Owner, Unit 204

Owner, Unit 304

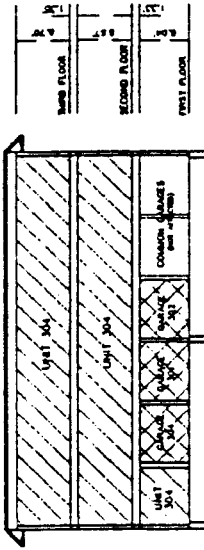
ACKNOWLEDGEMENT

On this _____ Day of _____, 1998, I, _____, Secretary of the Lift Line Condominium Homeowners Association, do hereby certify that the undersigned, The Lift Line Condominium Homeowners Association, has approved the Amended Plat of Lift Line Condominiums, and that the Amended Plat of Lift Line Condominiums is a valid Plat of Lift Line Condominiums, and that the Amended Plat of Lift Line Condominiums is subject to the Lift Line Condominiums Act, as amended, and that the Amended Plat of Lift Line Condominiums is subject to the Plat of the Lift Line Condominiums Project recorded as Unit 204, this date, in 1998.

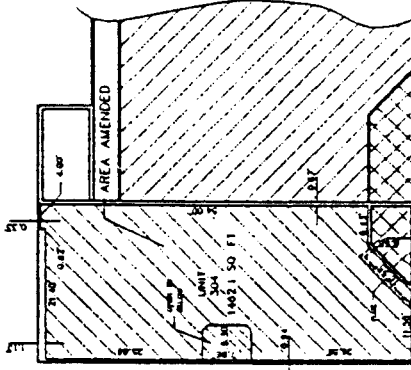
Notary Public, _____ My Commission expires _____

Residing at _____ County of _____ Utah

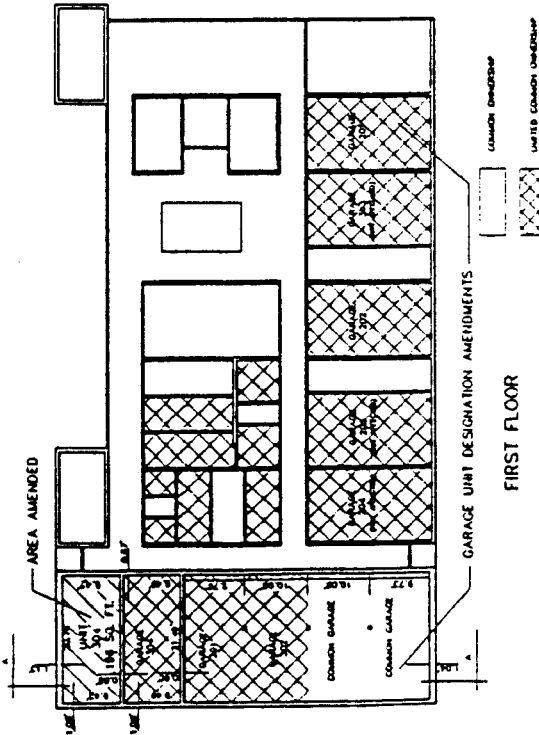
AMENDED PLAT
 LIFT LINE CONDOMINIUMS
 A UTAH EXPANDABLE CONDOMINIUM PROJECT
 IN BLOCK 22, SNYDER'S ADDITION TO PARK CITY
 PARK CITY, SUMMIT COUNTY, UTAH
 AMENDING UNITS 204 & 304



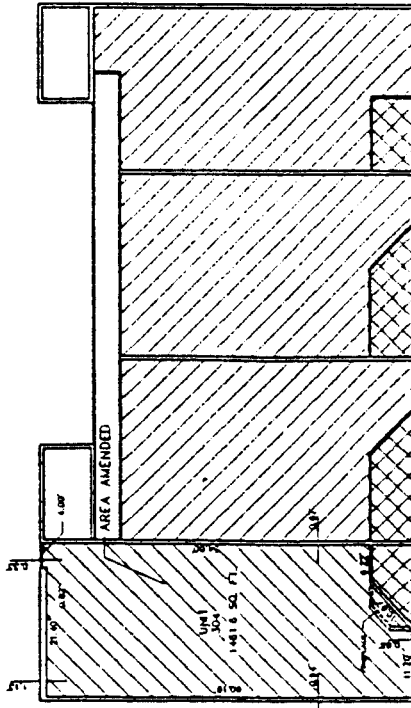
CROSS SECTION A



THIRD FLOOR



FIRST FLOOR



SECOND FLOOR

CITY COUNCIL APPROVAL
 PRESENTED TO THE BOARD OF
 CITY COUNCIL THIS DAY OF _____ 1998
 RECORD OF SALES OF LAND

PLANNING DEPT.
 MAYOR PARK CITY
 CITY ENGINEER
 APPROVED AND ACCEPTED BY THE
 CITY ENGINEERING DEPARTMENT
 DATE OF _____

CITY ENGINEER

CITY ENGINEER
 APPROVED AND ACCEPTED BY THE
 CITY ENGINEERING DEPARTMENT
 DATE OF _____

CITY PLANNING COMMISSION

CITY PLANNING COMMISSION
 APPROVED AND ACCEPTED BY THE
 CITY PLANNING COMMISSION ON THIS
 DATE OF _____

SEWER DISTRICT APPROVAL

SEWER DISTRICT APPROVAL
 REVIEWED FOR CONFORMANCE TO SNYDERVILLE
 BRUSH SEWER IMPROVEMENT DISTRICT
 STANDARDS THIS DATE OF _____

APPROVAL AS TO FORM

APPROVAL AS TO FORM OF THIS
 DATE OF _____

RECORDED

RECORDED
 STATE OF _____
 COUNTY OF _____
 RECORDED AND FILED AT THE REQUEST OF
 COUNTY RECORDER

THE JACK
 JOHNSON
 COMPANY
 1775 2nd Ave. S. • Park City, Utah 84002
 (407) 415-0008 • Fax (407) 441-4020

Ordinance No. 99-

**AN ORDINANCE APPROVING THE FIRST AMENDED RECORD OF SURVEY PLAT
FOR UNITS 204 AND 304 OF THE LIFT LINE CONDOMINIUMS LOCATED AT
1403 PARK AVENUE, PARK CITY, UTAH**

WHEREAS, the owners of the property known as Units 204 and 304 of the Lift Line Condominiums at 1403 Park Avenue have petitioned the City Council for approval of an amended record of survey plat; 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 July 28, 1999, to receive input on the proposed amended record of survey;

WHEREAS, the Planning Commission, on July 28, 1999, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 2, 1999, the City Council held a public hearing to receive input on the amended record of survey; and

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

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

SECTION 1. APPROVAL. The amended record of survey 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 condominium project known as Lift Line Condominiums Phase I is located at 1403 Park Avenue and is zoned RM.
2. The proposed amended record of survey combines Units 204 and 304 and creates a private ownership entry in a previous limited common garage parking space.
3. The building footprint does not increase in size.
4. Approval has been granted by the Lift Line Condominium Owner's Association for these improvements.
5. The project complies with the parking requirements of Chapter 13 of the Land Management Code.
6. The Planning Commission forwards a positive recommendation from its July 28, 1999 regular meeting.

Conclusions of Law:

1. There is good cause for this Amended Record of Survey.
2. The Amended 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 Amended Record of Survey.
4. Approval of the Amended 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:

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, prior to recordation of the plat.
2. All unit owners must sign a Consent to Record or other instrument acceptable to the County Recorder.
3. The applicant will record the Amended 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 and the plat will be void.
4. All other conditions of approval of the Lift Line condominium project continue to apply.

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

PASSED AND ADOPTED this 2nd day of September 1999.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, Deputy City Attorney

LEGAL DESCRIPTION

Unit 304, Amended Plat, Lift Line Condominiums, a Utah Condominium Project, located in Block 22, Snyder's Addition in Park City, Utah.

SURVEYOR'S CERTIFICATE

I, Jack J. Johnson, Surveyor, do hereby certify that the foregoing plat and survey and that the same have been prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Utah. I am not aware of any other persons claiming an interest in the same. I have not been furnished with any other documents or records which might affect the validity of this certificate. I have not been furnished with any other documents or records which might affect the validity of this certificate. I have not been furnished with any other documents or records which might affect the validity of this certificate.

Jack J. Johnson

Date

CONSENT TO RECORD

The undersigned, the Lift Line Condominium Homeowners' Association, do hereby consent to the recording of the Amended Plat of Lift Line Condominiums.

President _____
Secretary _____
Treasurer _____
Attorney _____

ACKNOWLEDGMENT

On this _____ day of _____, 1998, I, _____, President of the Lift Line Condominium Homeowners' Association, do hereby certify that the foregoing plat and survey and that I am a duly Licensed Professional Engineer in the State of Utah. I am not aware of any other persons claiming an interest in the same. I have not been furnished with any other documents or records which might affect the validity of this certificate. I have not been furnished with any other documents or records which might affect the validity of this certificate. I have not been furnished with any other documents or records which might affect the validity of this certificate.

Notary Public _____ My Commission Expires _____
Residing at _____ County of _____ Utah

OWNER'S CONSENT TO RECORD

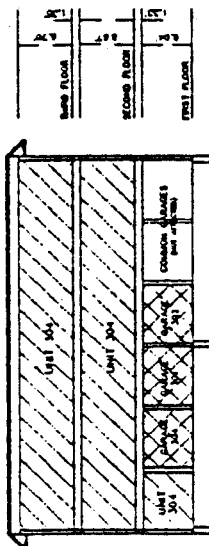
The undersigned owners of Units 104 and 304 consent to the recording of the Amended Plat of the Amended Plat of Lift Line Condominiums.

Owner, Unit 104 _____
Owner, Unit 304 _____

ACKNOWLEDGMENT

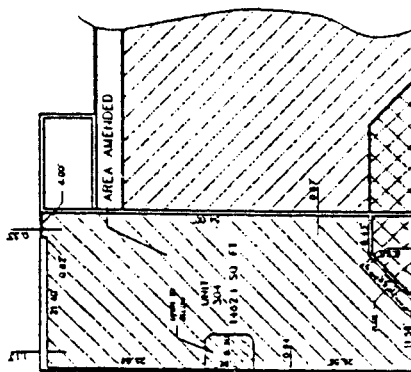
On this _____ day of _____, 1998, I, _____, President of the Lift Line Condominium Homeowners' Association, do hereby certify that the foregoing plat and survey and that I am a duly Licensed Professional Engineer in the State of Utah. I am not aware of any other persons claiming an interest in the same. I have not been furnished with any other documents or records which might affect the validity of this certificate. I have not been furnished with any other documents or records which might affect the validity of this certificate. I have not been furnished with any other documents or records which might affect the validity of this certificate.

Notary Public _____ My Commission Expires _____
Residing at _____ County of _____ Utah

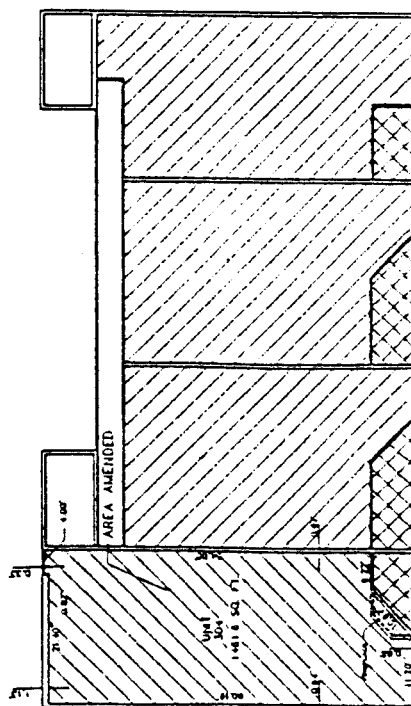


FIRST FLOOR

CROSS SECTION A



THIRD FLOOR



SECOND FLOOR

AMENDED PLAT
LIFT LINE CONDOMINIUMS
A UTAH EXPANDABLE CONDOMINIUM PROJECT
IN BLOCK 22, SNYDER'S ADDITION TO PARK CITY
PARK CITY, SUMMIT COUNTY, UTAH
AMENDING UNITS 204 & 304

CITY COUNCIL APPROVAL PRESENTED TO THE BOARD OF THE CITY COUNCIL THIS _____ DAY OF _____, 1998. RECORDED BY _____	CITY ENGINEER APPROVED AND ACCEPTED BY THE CITY ENGINEER THIS _____ DAY OF _____, 1998. CITY ENGINEER _____	CITY PLANNING COMMISSION APPROVED AND ACCEPTED BY THE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 1998. CITY PLANNING COMMISSION _____	SEWER DISTRICT APPROVAL APPROVED FOR CONFORMANCE TO SNYDERVILLE SEWER IMPROVEMENT DISTRICT STANDARDS THIS _____ DAY OF _____, 1998. SEWER DISTRICT APPROVAL _____	APPROVAL AS TO FORM APPROVED AS TO FORM ON THIS _____ DAY OF _____, 1998. APPROVAL AS TO FORM _____	RECORDED STATE OF _____ RECORDED AND FILED AT THE REQUEST OF: COUNTY RECORDER _____	THE JACK JOHNSON COMPANY 1777 1st St. Park City, Utah 84302
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CITY COUNCIL STAFF REPORT

DATE: September 2, 1999
DEPARTMENT: Planning
AUTHOR: Brooks T. Robinson
TITLE: Cove at Eagle Mountain Phase II
TYPE OF ITEM: Subdivision

SUMMARY RECOMMENDATIONS: Conduct a public hearing, consider any public input, and approve the final subdivision as conditioned.

DESCRIPTION

Owners	Jack Johnson Co., for the owners
Location	East side of Meadows Drive across from Gallivan Loop
Zoning	RD-MPD
Adjacent Land Uses	Residential, Golf Course, Open Space
Reason for Review	Subdivisions require Planning Commission Review and City Council approval

B. Background

The Planning Commission reviewed this subdivision at its regular meeting of July 28, 1999 and forwards a positive recommendation.

The project is described as Phase II of the Cove at Eagle Mountain, formerly known as East Cove of Quarry Mountain. It is located on the east side of Meadows Drive across from The Cove Phase I on Gallivan Loop Dr.

The Quarry Mountain MPD approved 118 units for East Cove. Phase I incorporated 76 units and subsequently deleted 7 units. As a condition of approval for the density reduction in Phase I, the density could not be transferred within the MPD. For Phase II, the applicant proposes to construct 42 town house units in a twin home arrangement. The MPD approval did not specify how the density for East Cove would be arranged. Phase I has mostly twin homes and several triplexes and fourplexes.

The Sensitive Lands Overlay does not apply because of the earlier MPD approval.

C. Analysis

The staff has reviewed this application and has a few outstanding issues.

Trails: A condition of approval of the MPD (Exhibit C, item #9) is a Trails Master Plan to be approved and easements dedicated prior to or concurrent with plat recordation. The applicant and staff have identified existing trails and connections that would need to be memorialized on the plat.

Water Line Easement: The City is negotiating with the owner for a 30-foot water line easement for the new water line connecting the Atkinson Special Service District with the City's system. An easement is required and is proposed to be in the same location as the trail easement.

Soils Conditions: The City Engineer and Chief Building Official are very concerned about identified soils problems on this site. An existing pre-historic land slide and the potential for future hazards exist in areas of this project. A condition of approval is to require a professional engineer certify the as-built adequacy of construction upon completion. In addition, a landscape irrigation and under drain system must be approved prior to construction. A plat note stating that possible hazards exist is also recommended.

Inclusion with Phase I: Staff suggests that the C, C, & R's of Phase I be amended to incorporate Phase II as well.

D. Department Review

This project has gone through an interdepartmental review. At such time as a final plat is required, the City Engineer and City Attorney will review the plat as to form and compliance with the Land Management Code prior to recordation.

E. Notice

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

F. Public Input

No public input has been received by the time of this report. The Planning Commission heard testimony from some neighbors regarding the completion of Meadows Drive and the continuing rock sorting operation within their neighborhood.

ALTERNATIVES

- A. The City Council may approve the final subdivision with the conditions stated, or modify the conditions, or
- B. The City Council may deny the subdivision 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 impacts to the City with this subdivision. The City is concerned about the liability of possible hazards from construction on unstable soils and has conditioned the approval to ensure that buyers are made aware of the hazards by virtue of a note on the plat.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

The subdivision and subsequent construction will not occur.

RECOMMENDATION

The staff recommends that the City Council approve the subdivision based on the following findings of fact, conclusions of law and conditions of approval:

Findings of Fact:

1. The subdivision project known as the Cove at Eagle Mountain Phase II is located on the east side of Meadows Drive across from Gallivan Loop and is zoned RD-MPD.
2. The proposed subdivision consists of 42 units in a twin home arrangement and is consistent with the Quarry Mountain MPD.
3. New development creates a need for water and other utilities, and trail connections.
4. The units will be served by private streets.
5. The maximum floor area per dwelling unit is 4500 square feet plus 600 square feet for a garage.
6. The MPD approval included a requirement for a trails Master Plan.
7. The Planning Commission forwarded a positive recommendation on July 28, 1999.

Conclusions of Law:

1. There is good cause for this subdivision.
2. The subdivision is consistent with the Park City Land Management Code, the Quarry Mountain MPD and applicable State law regarding subdivision plats.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, 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 subdivision for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. Trail easements dedicated to the City must be approved by staff and shown on the plat prior to recordation.
3. A water line easement (30 feet permanent, 50 feet for temporary construction) must be approved by staff and shown on the plat prior to recordation.
4. A professional engineer must certify the as-built adequacy of construction upon completion.
5. A landscape irrigation and under drain system must be approved prior to construction.
6. A note must be added to the plat, subject to review by the City Attorney, City Engineer

and Community Development Department and agreeable to the applicant, stating that hazards exist due to soil instability. The City Attorney will create a letter stating that this is sufficient notice of hazards.

7. Phase II will be incorporated into the Phase I HOA with amended CC&R's.
8. The applicant will record the subdivision 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 and the plat will be void.
9. All other conditions of approval of the Quarry Mountain MPD are in full force and effect.
10. The trail from the open space near Round Valley to Meadows Drive remain open during construction.
11. Meadows Drive will be completed as per the approval of Phase III, known as Eagle Pointe.
12. Rock sorting operations within Gallivan Loop will be discontinued.

EXHIBITS

Exhibit A - Location Map

Exhibit B - Proposed Subdivision Plat

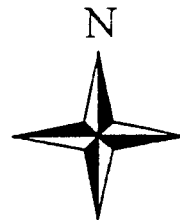
Exhibit C - Quarry Mountain MPD Conditions of Approval

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East Cove Phase II

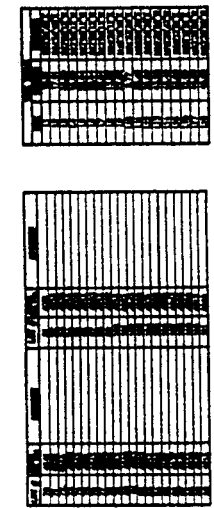


Exhibit A Vicinity Map



GENERAL NOTES:

1. The proposed development is shown on the attached map and is subject to the approval of the City Council.
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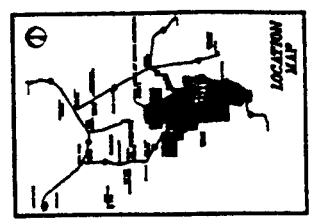
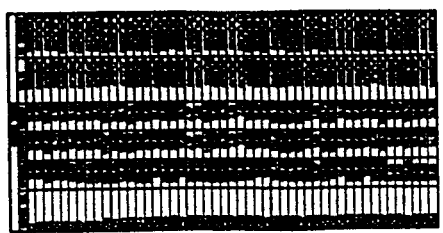
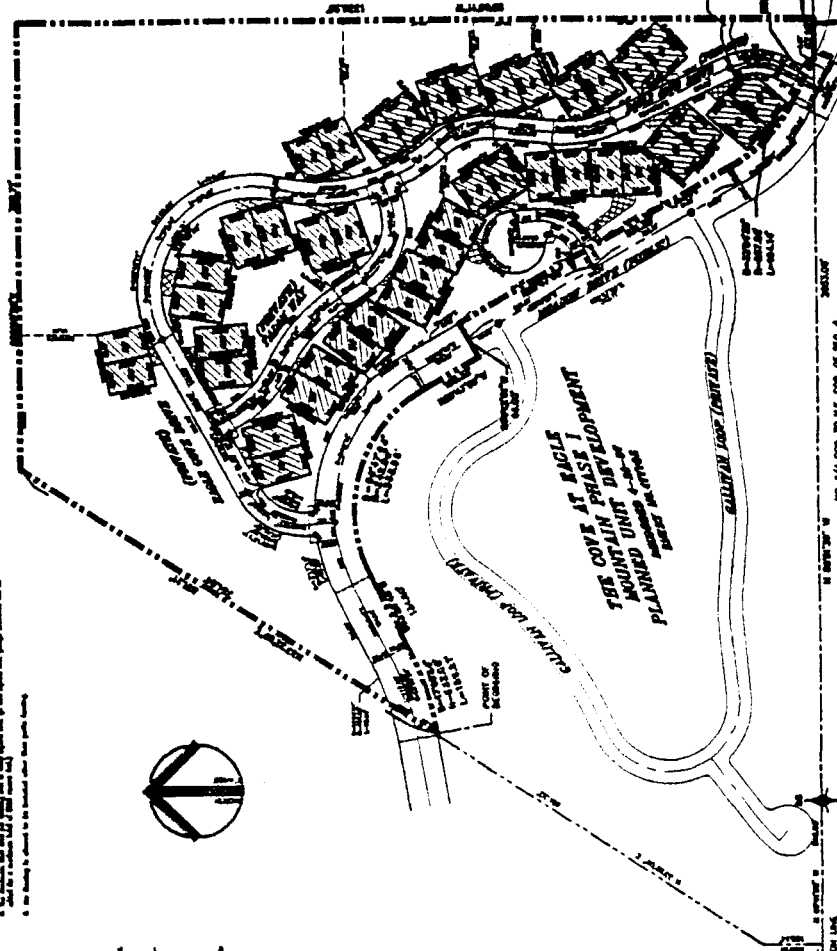


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- LEGEND**
- EXISTING LOT LINES
 - EXISTING BUILDING FOOTPRINTS
 - EXISTING DRIVEWAYS
 - EXISTING DRIVEWAYS
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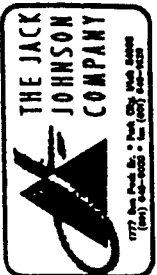
**THE COVE AT EAGLE MOUNTAIN
PHASE II
A PLANNED UNIT DEVELOPMENT**

LYING WITHIN THE SOUTH HALF OF SECTION 16
TOWNSHIP 1 NORTH, RANGE 4 EAST,
KALAMAZOO COUNTY, MICHIGAN

RECEIVED

MAY 24 1999

THE JACK JOHNSON COMPANY



PAYMENT

AMOUNT \$ _____

DATE _____

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS _____ DAY OF _____ 19__

CITY ATTORNEY _____

SEWER DISTRICT

REVIEWED FOR COMPLIANCE TO SEWERAGE DISTRICT ORDINANCES ON THIS _____ DAY OF _____ 19__

SEWER DISTRICT _____

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____ 19__

CITY PLANNING COMMISSION _____

CITY ENGINEER

APPROVED AND ACCEPTED BY THE CITY ENGINEER ON THIS _____ DAY OF _____ 19__

CITY ENGINEER _____

CITY COUNCIL

APPROVED AND ACCEPTED BY THE CITY COUNCIL ON THIS _____ DAY OF _____ 19__

CITY COUNCIL _____

Page 11
City Council Meeting
April 28, 1994

Nora Seltenrich clarified amendments to the conditions.
For the record, the revised conditions are as follows:

**QUARRY MOUNTAIN - FINDINGS AND CONDITIONS FOR ALTERNATIVE 4B -
MODIFY THE PLANNING COMMISSION ACTION**

APPROVED BY CITY COUNCIL, APRIL 28, 1994

Findings:

1. The requested appeal has been duly noticed, public input provided for and opportunity given for the applicant to present the appeal; and

2. In the interest of salvaging the time and energy spent on, and the progress reflected in, the November 1993 settlement agreement, the City has attempted to accommodate all technical deficiencies presented by alternative 4 by imposing several specific conditions of approval on the project. While staff would like a greater commitment from the developer in several aspects, given the time constraints on the process, we have built in flexibility for lot layout and unit configurations in the interest of seeing the settlement process come to fruition; and

3. This approval addresses the criteria set forth in Section 10 of the Land Management Code.

Conditions:

1. This approval is for a maximum of:

-63 single family parcels in the South Slope area which shall be subject to Floor Area Ratios consistent with the surrounding neighborhoods and shall be determined at the time of preliminary plat review

-19 single family parcels in the North Slope area

-118 multi-family parcels in the East Cove area

Variations to this configuration may be considered under the following terms:

-The East Cove area may be allowed increased density above 118 units in a multifamily configuration if density is transferred from the North Slope area. For every parcel eliminated in the North Slope area, 2 multifamily units may occur in East Cove. If density transfer is to occur, the first lots to be eliminated in the North Slope area shall be lots 1, 4, 5 and 6 (in that order). Any areas not developed as a result of

density transfer shall remain as open space.

The final configuration of the density shall be decided prior to plat recordation for any portion of the development.

2. Prior to plat recordation for any portion of this development, final subdivision layout, lot size, building envelope, lighting restrictions and standards and house size shall be reviewed and approved by the Planning Commission. Visual analysis shall be required for the South Slope and North Slope areas and ridgeline encroachment shall not occur in accordance with the sensitive lands ordinance and the visual analysis submitted by the applicant.

3. The MPD shall be required to be phased. A final phasing plan shall be required to be submitted and approved by the Planning Commission prior to plat recordation for any portion of the project. The phasing plan shall include provisions requiring minimum buildout or % sales prior to moving on the subsequent phases. The phasing plan must insure the efficient extension of City services and facilities.

4. Meadows Drive shall be completed by the developer when it is necessary for fire access reasons. Based upon the phasing plan now under review, phase 1 can be developed without completion of this road. The applicant will be required to provide a 20 foot wide emergency connection concurrent with construction of phase 2. This connection shall be improved to provide adequate year round access, subject to approval of the Park City Fire Marshall. The developer will be required to maintain the road to the satisfaction of the Fire Marshall, which shall include snow removal. The full improvement of Meadows Drive will be required no later than concurrently with what is now being shown as Phase 3. The precise schedule shall be determined in the final phasing plan.

5. Prior to plat recordation for any portion of the development, the applicant will address access to adjacent property owners. Access will be provided when there is a legal right to such access and as provided in the Park City Land Management Code.

6. During the site specific review of the South Slope area, every attempt will be made by the developer to provide adequate access for fire purposes. Dwellings shall be required to have interior and exterior fire sprinklers. No wood roofs will be allowed in the Quarry Mountain MPD.

7. The developer must demonstrate adequate water pressure and storage for culinary and fire protection purposes prior to site specific approval and plat recordation for any portion of the MPD. The culinary standard shall be 40 pounds per square inch unless a lower pressure is specifically authorized by the Public Works

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City Council Meeting
April 28, 1994

Director. If a water tank is required to meet this standard, it shall be a minimum of 500,000 gallons. The water system shall be designed to the satisfaction of the Public Works Director and the City Engineer. Consistent with current City requirements, any new tank must be buried.

8. Sewer shall be provided in such a way as to minimize visual impact. Further, the sewerage plan must be reviewed and approved by the Snyderville Basin Sewer Improvement District prior to plat recordation for any portion of the MPD.

9. A final trails plan shall be submitted which shall be consistent with the Trails Master Plan and approved prior to site specific approval and plat recordation for any portion of the project. All trails shall be non-motorized. That trails plan shall provide:

- A major trail (8 ft of hard surface and 2 ft of soft surface) connecting the west side of Meadows Drive to the east side. This trail shall connect to existing trails and dirt roads and shall connect to the Risner Ridge subdivision via the access easement which exists at the end of Ashley Ave. The public access easement for this trail shall be 25 feet in width when practical.

- A major soft surface trail (8 ft in width) which runs north and south through the property and connects to the Park Meadows Golf Course and existing dirt trails leading to Round Valley and Old Ranch Road. The public access easement for this trail shall be a minimum of 25 feet where practical. An additional open space easement shall be required for an additional 10 feet on each side which shall restrict the construction of fences or structures.

All trail easements shall be dedicated prior or concurrent with plat recordation for any portion of the MPD.

10. As a part of site specific review and plat review for the South Slope area, the Planning Commission and developer shall agree to existing grade in the Quarry area for purposes of measuring building height.

11. Concurrent with the development in the South Slope area, the intersection of American Saddler Drive and Meadows Drive shall be reconstructed to City standards.

12. Park City will credit prepaid water connection and water development fees for a maximum of 200 units. These prepaid fees shall not be transferable outside the development and shall replace the 588 culinary waivers held by the developer. To the extent the

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City Council Meeting
April 28, 1994

applicant transfers densities as allowed in the approval, the applicant shall pay the usual and customary water connection and development fees for all units in excess of 200.

13. Lot 19 in the North Slope will be decreased in size to 5 acres and the developer shall dedicated the remaining 14 acres to the City as Open Space.

Ruth Gezelius, "I move that we uphold the basic Planning Commission approval of the MPD on the Quarry Mountain, adopting the modifications suggested by staff as dated today, Option 4C clarifying that a total number of units not to exceed 200 which will be in the configuration and density allocation outlined in the condition with all of the Conditions 1 through 13 with one additional sentence on Condition No. 4 after the word "Fire Marshal", the developer would maintain road and provide snow removal to a standard acceptable to the Park City Fire Marshal". Leslie Miller seconded. City Attorney Hoffman stated that it is the intent to allow transfers at a 1:2 ratio from the north slope to the east cove and Ms. Gezelius indicated that she would strike the 200 unit limit language from her the motion. Leslie Miller seconded the amended motion. Motion carried unanimously.

XII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Brad Olch, Ruth Gezelius, Roger Harlan, Lou Hudson, Shauna Kerr, and Leslie Miller. Staff present were Toby Ross, City Manager; Mark Harrington, Assistant City Attorney; Rick Lewis, Community Development Director; and Jodi Hoffman, City Attorney. Special counsel David Olson, Mark Gaylord and Gordon Strachan attended portions of the closed session. Ruth Gezelius, "I move to close the meeting to discuss litigation". Roger Harlan seconded. Motion unanimously carried.

The meeting opened at approximately 4:15 p.m.

* * * * *

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

Prepared by Janet M. Scott

Ordinance No. 99-

AN ORDINANCE APPROVING THE SUBDIVISION OF THE COVE AT EAGLE MOUNTAIN PHASE TWO LOCATED AT MEADOWS DRIVE AND GALLIVAN LOOP, PARK CITY, UTAH

WHEREAS, the owners of the property known as The Cove at Eagle Mountain II have petitioned the City Council for approval of a subdivision plat; 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 July 28, 1999, to receive input on the proposed subdivision plat;

WHEREAS, the Planning Commission, on July 28, 1999, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 2, 1999, the City Council held a public hearing to receive input on the subdivision plat; and

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

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

SECTION 1. APPROVAL. The subdivision plat 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 subdivision project known as the Cove at Eagle Mountain Phase II is located on the east side of Meadows Drive across from Gallivan Loop and is zoned RD-MPD.
2. The proposed subdivision consists of 42 units in a twin home arrangement and is consistent with the Quarry Mountain MPD.
3. New development creates a need for water and other utilities, and trail connections.
4. The units will be served by private streets.
5. The maximum floor area per dwelling unit is 4500 square feet plus 600 square feet for a garage.
6. The MPD approval included a requirement for a trails Master Plan.
7. The Planning Commission forwarded a positive recommendation on July 28, 1999.

Conclusions of Law:

1. There is good cause for this subdivision.
2. The subdivision is consistent with the Park City Land Management Code, the Quarry

- Mountain MPD and applicable State law regarding subdivision plats.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
 4. Approval of the subdivision, 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 subdivision for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. Trail easements dedicated to the City must be approved by staff and shown on the plat prior to recordation.
3. A water line easement (30 feet permanent, 50 feet for temporary construction) must be approved by staff and shown on the plat prior to recordation.
4. A professional engineer must certify the as-built adequacy of construction upon completion.
5. A landscape irrigation and under drain system must be approved prior to construction.
6. A note must be added to the plat, subject to review by the City Attorney, City Engineer and Community Development Department and agreeable to the applicant, stating that hazards exist due to soil instability. The City Attorney will create a letter stating that this is sufficient notice of hazards.
7. Phase II will be incorporated into the Phase I HOA with amended CC&R's.
8. The applicant will record the subdivision 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 and the plat will be void.
9. All other conditions of approval of the Quarry Mountain MPD are in full force and effect.
10. The trail from the open space near Round Valley to Meadows Drive remain open during construction.
11. Meadows Drive will be completed as per the approval of Phase III, known as Eagle Pointe.
12. Rock sorting operations within Gallivan Loop will be discontinued.

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

PASSED AND ADOPTED this 2nd day of September 1999.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, Deputy City Attorney

[illegible]

THE UNIVERSITY OF CHICAGO

CHAPTER 2

[illegible]

**THE COVE AT EAGLE MOUNTAIN
PHASE II
A PLANNED UNIT DEVELOPMENT**

RECEIVED

MAY 24 1999



**THE JACK
JOHNSON
COMPANY**

1772 Ave. Park St. • P.O. Box 84440
(408) 544-0000 • Fax (408) 544-4239

STATE OF _____
COUNTY OF _____
RECORDS AND FIELD AT THE RECORDS OF:
PLANNING COMMISSION
PARIS, MISSOURI
MISSOURI, MISSOURI

APPROVAL AS TO FUND _____
APPROVED AS TO FUND OR RES _____
DATE OF _____ IN _____
CITY ATTORNEY

RECEIVED FOR COMPLAINTS TO BRIGADIERE
SALEM ARVIL APPALAMUTHU DISTRICT STADIUMS
BIA.....(WY OF 10

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE BOARD
OF CITY PLANNING COMMISSIONERS ON THIS _____ DAY OF _____ 19____

CLERK/CITY

CITY BROWNSVILLE

APPROVED AND ACCORDED BY THE
PUB. CITY UNDERTAKING CORPORATION
ON THIS _____ DAY OF _____ 19____

CITY SECRETARY _____

CITY COUNCIL

PRESENTED TO THE PARK CITY COUNCIL
IN THE DAY OF _____ IN _____
AT WHICH TIME THIS PLAT WAS APPROVED

CITY CLERK

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CITY OF BIRMINGHAM

APPROVED AND AGREED TO:
PRES. CITY COUNCILMAN
ON THIS _____ DAY OF _____, 19____

CITY CLERK

FORWARDED TO THE PRES. CITY COUNCIL
THIS _____ DAY OF _____, 19____
AT WHICH TIME THIS PLAT WAS APPROVED

CITY CLERK

BY _____

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EXHIBIT A

CITY COUNCIL REPORT

DATE: August 27, 1999
DEPARTMENT: Planning
AUTHOR: Nora Shepard
TITLE: Eagle Pointe Phase III Final Plat
TYPE OF ITEM: Final Plat

SUMMARY RECOMMENDATIONS: Approval of the final plat for Eagle Pointe Phase III.

DESCRIPTION:**A. Topic.****PROJECT STATISTICS**

Project Name: Eagle Pointe Phase III Final Plat
Owners: Jack Johnson Co. For Eagle Mountain Partners
Location: Meadows Drive & Mountain Top Lane
Zoning: Residential Development (RD)
Adjacent Land Uses: Single Family Residential
Project Planner: Nora Shepard

B. Background.

In April of 1994, the City Council approved the Quarry Mountain MPD. In 1995, the Planning Commission reviewed and approved the preliminary plat for a portion of that MPD known, at that time, as South Slope of Quarry Mountain. The subdivision is now known as Eagle Pointe. Two phases have been platted and this request is for final approval of the third, and last, phase. The Preliminary Plat approval for Eagle Pointe was for a 63 lot, single family subdivision. Phase I consisted of 24 lots, Phase II of 17 lots.

C. Project Description.

Phase III is requesting 15 single family parcels for a total of 56 parcels in Eagle Pointe. This third phase was revised slightly from the preliminary plat and contains fewer, slightly larger lots. The lots range in size from .50 acres to .81 acres.

This phase includes the further improvement of Mountain Top Lane and the construction of a new culdesac, American Eagle Court (this may be renamed to avoid confusion with existing street names). There is a driveway access shown which could jointly serve the four parcels on the north end of the subdivision. The eliminated lots will expire and are not transferable to the North Slope.

D. Analysis

Plat Notes

This is the third phase of Eagle Pointe, and is subject to the same restrictions and conditions as the first two phases, including:

- maximum square footage of houses
- maximum limits of disturbance
- maximum areas of irrigated area and sod
- requirement for exterior and interior fire sprinklers
- City snow removal responsibility only after 50% buildout
- public utility and snow storage easements
- maintenance of access to Mountain Top throughout construction
- notification of minimum water pressure

The plat also contains notes on the following items unique to the Phase III plat:

- grades for determining building heights exclude piles of rock
- notification of residential lighting standards

Trails

Mountain Top Lane will contain a continuation of a 4 ft sidewalk on the west side of the street to American Eagle Court. Beyond that point to the northerly property line, a 2 ft soft surface trail is required. A trail connection from the trail through parcel A in Phase II is proposed along lot 42. As originally designed, this trail contained two sections of stairs. The Mountain Trails Foundation, the developer and the City have revised the design to eliminate the need for any stairs. This trail has been identified as Rossman Memorial Trail. The Parks, Recreation and Beautification Board reviewed this trail which includes the placement of 3 plaques along the trail and a landscaped area with a bench at an overlook. The City Council will officially designate this trail at the time of plat recordation.

Meadows Drive

A condition of the MPD was that Meadows Drive must be completed between Eagle Pointe and The Cove concurrent with this phase. The construction drawings and security for this phase will include that connection. As a part of the review and approval for the Quarry Mountain MPD, it was decided that Meadows Drive would be narrowed slightly in order to decrease the amount of disturbance, decrease visibility and decrease the potential for speeding.

Stockpile Area

The northern portion of this phase, adjacent to the MountainTop Subdivision has been used by the developer for stockpiling material and for quarrying. The area is being restored this summer. The applicant is continuing to fill in some of the other quarry areas on the property.

The Cove project requires a significant amount of material export. Rather than take the fill out through Park Meadows, the applicant is using this area for the material. Access to the quarry area could be gated and its use limited to Eagle Pointe and the Cove. The construction drawings and security for this phase will include site restoration. The Planning Commission considered this and granted approval for the filling activity.

E. Department Review.

The Planning, Engineering and Legal Departments have reviewed the proposed plat. Final review will be required prior to plat recordation.

F. Planning Commission Action

The Planning Commission recommends approval of the Final Plat for Eagle Pointe Phase III.

FINDINGS OF FACT.

1. The Quarry Mountain MPD and Preliminary Plat were approved by the Planning Commission and the proposed final plat, as conditioned, is consistent with those approvals, except that it proposes fewer lots to be created.
2. The subdivision is located on a visually sensitive hillside and analysis has been done to minimize the negative visual impacts as required by the Park City Sensitive Lands Ordinance. The existing soil is in many areas solid bedrock which may dictate special utility design and the use of explosives during construction.
3. The applicant has offered to accommodate the relocation of certain water lines necessary to maintain private water service to the Mountain Top Subdivision and to dedicate trails consistent with the Trails Master Plan, as amended by the Planning Commission.
4. Water consumption is a growing concern in Park City and conservation measures are vital to address those concerns.
5. The project is located in an area which contains unusual grade conditions resulting from past quarrying activities.
6. The current access to the Mountain Top subdivision runs through the proposed project and the project is adjacent to existing residential subdivisions.

7. Quarrying and stockpiling of material has been occurring on the site. There are existing quarry areas on the site which can be further used to dispose of fill material generated from the Cove and from construction at Eagle Pointe.
8. Meadows Drive has a reduced width to mitigate environmental and visual impacts.
9. The use of the quarry area for deposition of fill material will decrease truck traffic in existing neighborhoods.

CONCLUSIONS OF LAW.

1. The final plat, as conditioned, is consistent with the Park City Land Management Code.
2. The size and configuration of parcels are consistent with adjacent developments.
3. House size limitations, limits of disturbance and building height restrictions are necessary for compliance with the Park City Sensitive Lands Ordinance.
4. The final plat, as conditioned, will not be detrimental to the health, safety, and general welfare of the citizens of Park City.

CONDITIONS OF APPROVAL. The Final Plat for Phase III of the Eagle Pointe Subdivision, attached as Exhibit A, is hereby approved subject to the following conditions of approval:

1. The Plat shall contain the following notes:
 - a. A non-exclusive 15 foot front yard and 5 foot side and rear yard public utility and drainage easement is hereby dedicated along all lot lines, unless otherwise noted.
 - b. A 10 foot public utility and snow storage easement along American Eagle Court is hereby dedicated.
 - c. Park City will only assume responsibility for snow plowing upon completion of, and legal occupation of, structures on at least 50% of the lots. Interim snow removal costs will occur to lot owners prior to 50% buildout.
 - d. External fire sprinklers and a 13-d type interior fire sprinkling system are required for all residences constructed in Eagle Pointe Subdivision. Wood roofs are prohibited.
 - e. The maximum square footage (as defined by the Park City Land Management Code) allowed shall be 3,900 sq ft for lots less than 1/3 acre (14,520 sq ft) in size; 4,500 sq ft for lots 1/3 to 1/2 acre (21,780 sq ft) in size; 6,000 sq ft for lots 1/2 to 1 acre; and 7,000 sq ft for lots exceeding 1 acre in size. The maximum unpenalized garage size is 600 sq ft; garage footage over 600 sq ft shall be deducted from the maximum house square footage to determine the new adjusted maximum house square footage. (See chart on the plat for each lot maximum).
 - f. Each lot shall be provided with a minimum of 40 psi at the meter for water pressure in

accordance with the municipal specifications for Park City. Developer recommends investigation of a system to augment water pressure by installation of a booster pump at homeowner's option.

- g. The maximum area of each lot which can be irrigated is 10,000 sq ft of which a maximum of 7,000 sq ft of sod will be allowed.
- h. Limits of disturbance (Zone of NO Construction, Excavation or Vegetation removal) will be required on all site plans with areas of disturbance restricted to 15 feet on side yards, 20 feet on rear yards and 25 feet on front yards. Limits of disturbance may be directly on the property lines if building zone is within 15 feet of the property lines. Some exceptions to this standard may be given by the Park City Community Development Department if necessary due to unique characteristics of the site and if the exception does not result in more disturbed area than would otherwise be allowed.
- i. Grade for purposes of determining building heights on lots 42-46 of the Eagle Pointe Subdivision, Phase III which contain piles of rock shall be measured as if the piles were not there.
- j. Access to the Mountain Top Subdivision shall be maintained through this subdivision, including during construction.
- k. Park City Municipal Corporation has adopted Ordinance 98-7, which requires lighting standards for residential uses. All lots in Eagle Pointe Subdivision, Phase III will be required to use these regulations in the lot and house design.

2. The plat shall be required to show public trail easements consistent with the Planning Commission Preliminary Plat approval. A 4 foot wide, concrete sidewalk shall be provided along Meadows Drive and a 25 foot wide trail easement for a soft surface trail to the north of the parcels which will connect to Eagle Pointe Court. The construction drawings shall reflect the trails. Final location of the soft surface trail within a 25 foot easement shall be approved by the City staff prior to plat recordation.

3. The City Engineer shall review and approve construction drawings prior to plat recordation. The construction documents shall include a construction mitigation and staging plan to minimize construction impact on adjacent neighborhoods to the extent possible. The applicant will be required to post a security for all public improvements prior to plat recordation. A 15 foot non-exclusive utility easement shall be dedicated to Park City along the entire frontage of both sides of Meadows Drive.

4. The City Engineer, City Attorney and Community Development Staff must review and approve the final plat, CC&R's and Design Guidelines as a condition precedent to plat recordation.

5. This approval shall be null and void if the plat is not recorded within 1 year of City Council approval.

6. Meadows Drive between Eagle Pointe and The Cove will be required to be completed concurrent with this phase. The construction drawings and security shall include this connection.

7. The areas within Eagle Pointe Phase III which have been used for stockpiling of material and quarrying shall be completely restored, topsoiled and seeded prior to October 15, 1999.

8. Other quarry areas on the property may be allowed to receive fill dirt if a site restoration plan and security is first approved by the Community Development Department. This plan must include the following provisions:

- Access to the quarry areas will be from the east, following the extended Meadows Drive alignment and the existing water tank access road.
- Access shall be controlled as necessary to insure that material comes only from the Cove and Eagle Pointe.
- The area shall be regraded to blend with the adjacent topography, topsoiled, and reseeded with indigenous species by October 15, 2000, with an extension option until October 15, 2001. The request for extension to 2001 will be issued by the Community Development staff unless there are unresolved complaints or violations on the site. If there are unresolved issues, the extension request will be considered by the Planning Commission.
- The site is for deposition of dirt only from adjacent construction sites and shall not be operated as a land fill.

9. Trail access shall be maintained during construction.

ORDINANCE NO. 99-

**AN ORDINANCE APPROVING THE FINAL PLAT
FOR THE EAGLE POINTE SUBDIVISION, PHASE III
LOCATED IN THE QUARRY MOUNTAIN MPD,
PARK CITY, UTAH**

WHEREAS, the owners of the property known as Eagle Pointe Subdivision (aka Quarry Mountain South Slope) have applied for a final plat for the third phase; and

WHEREAS, a properly noticed public hearing was held before the Planning Commission on July 28, 1999 and forwarded a positive recommendation to the City Council; and

WHEREAS, it is in the best interest of the City to approve the requested Final Plat; and

WHEREAS, the final plat is consistent with the Quarry Mountain MPD and Preliminary Plat approval;

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

SECTION 1. The final plat for Eagle Point Phase I is approved as shown on the attached Exhibit and subject to the following findings of fact, conclusions of law and conditions of approval:

FINDINGS OF FACT.

1. The Quarry Mountain MPD and Preliminary Plat were approved by the Planning Commission and the proposed final plat, as conditioned, is consistent with those approvals, except that it proposes fewer lots to be created.
2. The subdivision is located on a visually sensitive hillside and analysis has been done to minimize the negative visual impacts as required by the Park City Sensitive Lands Ordinance. The existing soil is in many areas solid bedrock which may dictate special utility design and the use of explosives during construction.
3. The applicant has offered to accommodate the relocation of certain water lines necessary to maintain private water service to the Mountain Top Subdivision and to dedicate trails consistent with the Trails Master Plan, as amended by the Planning Commission.
4. Water consumption is a growing concern in Park City and conservation measures are vital to address those concerns.
5. The project is located in an area which contains unusual grade conditions resulting from past quarrying activities.

6. The current access to the Mountain Top subdivision runs through the proposed project and the project is adjacent to existing residential subdivisions.

7. Quarrying and stockpiling of material has been occurring on the site. There are existing quarry areas on the site which can be further used to dispose of fill material generated from the Cove and from construction at Eagle Pointe.

8. Meadows Drive has a reduced width to mitigate environmental and visual impacts.

9. The use of the quarry area for deposition of fill material will decrease truck traffic in existing neighborhoods.

CONCLUSIONS OF LAW.

1. The final plat, as conditioned, is consistent with the Park City Land Management Code.

2. The size and configuration of parcels are consistent with adjacent developments.

3. House size limitations, limits of disturbance and building height restrictions are necessary for compliance with the Park City Sensitive Lands Ordinance.

4. The final plat, as conditioned, will not be detrimental to the health, safety, and general welfare of the citizens of Park City.

CONDITIONS OF APPROVAL. The Final Plat for Phase II of the Eagle Pointe Subdivision, attached as Exhibit A, is hereby approved subject to the following conditions of approval:

1. The Plat shall contain the following notes:

- a. A non-exclusive 15 foot front yard and 5 foot side and rear yard public utility and drainage easement is hereby dedicated along all lot lines, unless otherwise noted.
- b. A 10 foot public utility and snow storage easement along American Eagle Court is hereby dedicated.
- c. Park City will only assume responsibility for snow plowing upon completion of, and legal occupation of, structures on at least 50% of the lots. Interim snow removal costs will occur to lot owners prior to 50% buildout.
- d. External fire sprinklers and a 13-d type interior fire sprinkling system are required for all residences constructed in Eagle Pointe Subdivision. Wood roofs are prohibited.
- e. The maximum square footage (as defined by the Park City Land Management Code) allowed shall be 3,900 sq ft for lots less than 1/3 acre (14,520 sq ft) in size; 4,500 sq ft for lots 1/3 to 1/2 acre (21,780 sq ft) in size; 6,000 sq ft for lots 1/2 to 1 acre; and 7,000 sq ft for lots exceeding 1 acre in size. The maximum unpenalized garage size is 600 sq ft; garage footage over 600 sq ft shall be deducted from the maximum house square footage to determine the new adjusted maximum house square footage. (See chart on the plat for each lot maximum).

- f. Each lot shall be provided with a minimum of 40 psi at the meter for water pressure in accordance with the municipal specifications for Park City. Developer recommends investigation of a system to augment water pressure by installation of a booster pump at homeowner's option.
- g. The maximum area of each lot which can be irrigated is 10,000 sq ft of which a maximum of 7,000 sq ft of sod will be allowed.
- h. Limits of disturbance (Zone of NO Construction, Excavation or Vegetation removal) will be required on all site plans with areas of disturbance restricted to 15 feet on side yards, 20 feet on rear yards and 25 feet on front yards. Limits of disturbance may be directly on the property lines if building zone is within 15 feet of the property lines. Some exceptions to this standard may be given by the Park City Community Development Department if necessary due to unique characteristics of the site and if the exception does not result in more disturbed area than would otherwise be allowed.
- i. Grade for purposes of determining building heights on lots 42-46 of the Eagle Pointe Subdivision, Phase III which contain piles of rock shall be measured as if the piles were not there.
- j. Access to the Mountain Top Subdivision shall be maintained through this subdivision, including during construction.
- k. Park City Municipal Corporation has adopted Ordinance 98-7, which requires lighting standards for residential uses. All lots in Eagle Pointe Subdivision, Phase III will be required to use these regulations in the lot and house design.

2. The plat shall be required to show public trail easements consistent with the Planning Commission Preliminary Plat approval. A 4 foot wide, concrete sidewalk shall be provided along Meadows Drive and a 25 foot wide trail easement for a soft surface trail to the north of the parcels which will connect to Eagle Pointe Court. The construction drawings shall reflect the trails. Final location of the soft surface trail within a 25 foot easement shall be approved by the City staff prior to plat recordation.

3. The City Engineer shall review and approve construction drawings prior to plat recordation. The construction documents shall include a construction mitigation and staging plan to minimize construction impact on adjacent neighborhoods to the extent possible. The applicant will be required to post a security for all public improvements prior to plat recordation. A 15 foot non-exclusive utility easement shall be dedicated to Park City along the entire frontage of both sides of Meadows Drive.

4. The City Engineer, City Attorney and Community Development Staff must review and approve the final plat, CC&R's and Design Guidelines as a condition precedent to plat recordation.

5. This approval shall be null and void if the plat is not recorded within 1 year of City Council approval.

6. Meadows Drive between Eagle Pointe and The Cove will be required to be completed concurrent with this phase. The construction drawings and security shall include this connection.

7. The areas within Eagle Pointe Phase III which have been used for stockpiling of material and quarrying shall be completely restored, topsoiled and seeded prior to October 15, 1999.

8. Other quarry areas on the property may be allowed to receive fill dirt if a site restoration plan and security is first approved by the Community Development Department. This plan must include the following provisions:

- Access to the quarry areas will be from the east, following the extended Meadows Drive alignment and the existing water tank access road.
- Access shall be gated as necessary to insure that material comes only from the Cove and Eagle Pointe.
- The area shall be regraded to blend with the adjacent topography, topsoiled, and reseeded with indigenous species by October 15, 2000, with an extension option until October 15, 2001. The request for extension to 2001 will be issued by the Community Development staff unless there are unresolved complaints or violations on the site. If there are unresolved issues, the extension request will be considered by the Planning Commission.
- The site is for deposition of dirt only from adjacent construction sites and shall not be operated as a land fill.

9. Trail access will be maintained during construction.

SECTION 2. This ordinance shall take effect upon publication.

DATED this 2nd day of September, 1999.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

Jan Scott, City Recorder

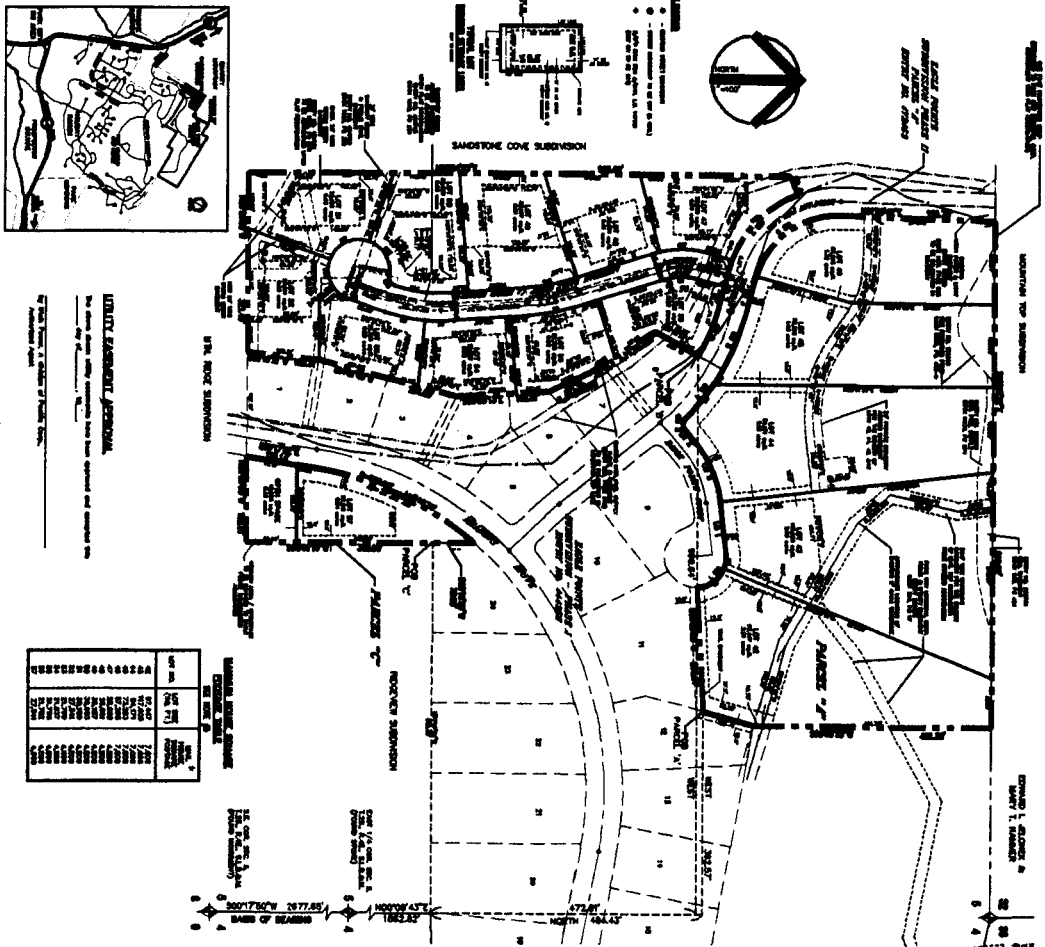
APPROVED AS TO FORM:

Mark Harrington, Acting City Attorney

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RECEIVED
AUG 30 1999

PLANNING DEPARTMENT



GENERAL NOTES:

1. The plan shows the proposed subdivision of the land shown on the attached map. The land is located in the City of St. Louis, Missouri.
2. The plan shows the proposed subdivision of the land shown on the attached map. The land is located in the City of St. Louis, Missouri.
3. The plan shows the proposed subdivision of the land shown on the attached map. The land is located in the City of St. Louis, Missouri.
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8. The plan shows the proposed subdivision of the land shown on the attached map. The land is located in the City of St. Louis, Missouri.
9. The plan shows the proposed subdivision of the land shown on the attached map. The land is located in the City of St. Louis, Missouri.
10. The plan shows the proposed subdivision of the land shown on the attached map. The land is located in the City of St. Louis, Missouri.

**EAGLE POINTE SUBDIVISION
PHASE III**

LOCATED IN THE UNINCORPORATED QUARTERS OF SHERMAN &
TOWNSHIP 2 NORTH, RANGE 4 EAST,
STATE OF MISSOURI, AND NEARLY
ADJACENT TO THE CITY OF ST. LOUIS, MISSOURI.

CITY COUNCIL RECEIVED BY THE CITY COUNCIL ON _____ DAY OF _____ AT _____ BY _____	CITY ENGINEER APPROVED AND ACCEPTED BY THE CITY ENGINEER ON _____ DAY OF _____ BY _____	CITY PLANNING COMMISSION APPROVED AND ACCEPTED BY THE CITY PLANNING COMMISSION ON _____ DAY OF _____ BY _____	SEVEN DISTRICT RECEIVED FOR APPROVAL BY SEVEN DISTRICT SEVEN REPRESENTATIVE DISTRICT SEVEN ON _____ DAY OF _____ BY _____	ATTORNEY, AS TO FORM APPROVED AS TO FORM ON _____ DAY OF _____ BY _____	RECORDED RECORDED AND FILED AT THE OFFICE OF: COUNTY RECORDER
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Council Agenda Report

DATE: August 27, 1999
DEPARTMENT: Recreation Services
AUTHOR: Kathy Kelly, Recreation Services Manager
TITLE: Massage Express
TYPE OF ITEM: Lease

SUMMARY RECOMMENDATIONS:

Approve a two year Massage Express lease.

DESCRIPTION:

A. Topic:

Approval of lease for space within the Racquet Club for Massage Express.

B. Background:

Massage Express has been leasing space at the Racquet Club since 1993. They occupy a space which contains three small massage rooms and a small entry. They have been an excellent tenant, providing an upscale product, submitting rent in a timely manner, and staying connected with the Racquet Club staff. They were very patient during our often noisy reconstruction of the racquet ball courts, which were just down the hall from their location.

Massage Express's lease has called for rent of 20% of gross receipts, with an \$8,000 yearly cap. There is also a guaranteed minimum monthly rent of \$300..

C. Analysis:

During the last lease year, September 1998 through August 1999, Massage Express hit the yearly cap, for the first time, in July.

The proposed lease calls for the same terms, for the two year period of the lease.

D. Review:

This lease has been reviewed and approved by the Departments of Finance, Legal, and City Manager.

ALTERNATIVES:

A. Establish a set monthly rent instead of revenue sharing.

B. Increase the cap on the revenue sharing.

C. Discontinue the lease.

D.

E.

SIGNIFICANT IMPACTS:

Establishing a set monthly rent instead of revenue sharing could change the relationship between Massage Express and the Racquet Club. Currently we have an interest in each other's success.

The maximum cap of \$8,000 per year is an equitable amount for the space.

The space is not currently needed for other programming and customers are pleased with the product.

**LEASE AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION AND
MASSAGE EXPRESS FOR SPACE AT THE PARK CITY RACQUET CLUB**

THIS AGREEMENT is made by and between the PARK CITY MUNICIPAL CORPORATION ("Landlord") and MASSAGE EXPRESS, a Utah corporation ("Tenant") to set forth the terms and conditions under which Tenant will lease certain property owned by Landlord in Park City, Utah. The parties agree as follows:

1. **Property.** The property affected by this Lease consists of four rooms on the east end of the Park City Racquet Club building (**See Exhibit 1 attached hereto**), having a street address of 1200 Little Kate Road, Park City, Utah.

2. **Term.** The Lease shall consist of two 12 month terms. The term is to begin on September 1, 1999, and terminate on August 31, 2001, unless terminated earlier as provided herein. The property being leased is currently surplus municipal space, but may be required for municipal or other purposes by Landlord. Landlord may terminate this lease upon three months prior written notice to Tenant if the space is required for municipal or other purposes. Landlord shall give Tenant one (1) month written notice prior to the expiration of the lease term if Landlord does **not** intend to continue the lease for the additional term. After expiration of the term, Landlord agrees to offer to lease the property to Tenant before offering to lease the property to any other private entity, if tenant has satisfactorily fulfilled all terms and conditions of this agreement.

3. **Rent.** The parties agree that rental shall be twenty percent (20%) of gross receipts from Massage Express at the Racquet Club for the 24 month term with an \$8,000 yearly cap. Gross receipts shall include revenues from massage, massage classes and the sale of related retail products. Receipts shall be collected by individual massage therapists but the Racquet Club shall collect all payments made by credit card. Tenant agrees that each client will sign in at the Racquet Club front desk before receiving massage therapy services. Tenant will provide Landlord with a weekly tally of number of clients served and revenues received.

(a) **Minimum Guaranteed Monthly Rental.** The minimum guaranteed rental for the space shall be Three hundred dollars (\$300) per month.

(b) **Percentage Rental.** For each and every month during the lease term, Tenant shall pay twenty percent (20%) of gross sales per month as rental. Gross sales shall be calculated by the parties on a monthly basis and payment remitted within thirty (30) days at the end of each month.

(c) "Gross Sales" as used herein is hereby defined to mean the total amount in dollars of all sales, whether for cash or on credit, or services and all other receipts of whatever nature from business conducted in or from the Leased Premises, whether by Tenant or others including all orders taken or received whether delivery is to be at another location or at the Leased Premises and whether such sales be made by means of merchandise or other vending devices in the Leased Premises. Gross sales shall include vending machines but shall not include any sums collected for any sales, use, or gross receipts tax imposed by any federal, state, municipal or other governmental authority directly on sales to customers and paid by Tenant to such governmental authorities.

(d) Financial Statements Within fifteen (15) days of the close of each quarter, Tenant shall furnish landlord with quarterly sales tax returns.

4. Signage. Exterior signage shall be permitted for this use at the Racquet Club and must be approved by the Planning Department. Tenant shall also be entitled to install interior signage with the prior written consent of the Landlord as to size, colors, content, locations, method of installation and materials. Tenant is responsible for all costs of signage and installation. Signage shall be removed at the termination of the lease, and the premises restored to their original condition at Tenant's sole expense.

5. Substituted Premises. The Landlord reserves the rights, without Tenant's consent, on thirty (30) days' written notice to Tenant to substitute other premises within the Racquet Club complex, as it now exists or as it may be added to or remodeled in the future, provided that the substituted premises contains at least the same square footage as the present premises, contains comparable improvements and is made available to Tenant at the then current rental rate for such space.

6. Utility Services. Landlord shall be responsible to pay for utilities, including natural gas, electricity, sewer and water for the leased space. Tenant shall be responsible for its own outside telephone line. Telephone extension and Racquet Club main line shall be provided by Landlord. Janitorial and security service, if used, shall be provided by Tenant.

7. Use of the Premises and Advertising. The premises shall be used only for the purpose of professional massage therapy, massage-related training and classes, and the sale of massage-related products. Tenant shall not pursue operations other than those sanctioned by the Utah

Board of Professional Licensing. Landlord, by and through the Leisure Services Director shall review and approve all advertisements prior to publication or broadcast.

8. **Rent Commencement Date.** This Lease shall commence on September 1, 1999, and the term of the Lease shall begin on that date.

9. **Tenant Improvements.** The space is being leased to Tenant in a completely finished state. Electrical work is complete and complies with local and state codes and ordinances. The space is heated and plumbed. Any additional interior finish is the responsibility of the Tenant, with no allowance made for the costs of Tenant improvements unless agreed to by Landlord in writing. At the termination of the Lease, all Tenant improvements become the property of the Landlord except for trade fixtures commonly used and removed in the retail business, such trade fixtures are set forth in *****Exhibit 2*****, attached hereto.

10. **Liens.** Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord receives notice of any such lien against the property, Tenant shall promptly discharge the lien at Landlord's request or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. Tenant agrees to pay all reasonable costs incurred by Landlord in the defense or discharge of any liens on the property.

11. **Insurance.** Landlord is not obligated to provide insurance on the contents of Tenant's space, nor insurance that would protect Tenant against public liability from injuries to persons on the leased premises, as defined in paragraph 1. Tenant shall, at Tenant's expense, carry a policy of general liability insurance, including professional liability, in an amount of at least One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000.00) per incident or occurrence. Landlord shall be named as an additional insured on each policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Landlord on or before the lease commencement date, and maintained continuously during the term of the lease. In addition to the liability insurance set forth above, Tenant will procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value of the same and will furnish the Landlord with evidence that

such coverage has been procured and is maintained in full force and effect during the term of this lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Landlord.

12. **Assignment/Sublease.** This lease may not be assigned or the premises sublet without the advance written consent of Landlord. Landlord's consent will not be unreasonably withheld.

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

(a) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments and additional rent due or otherwise cure the default within ten (10) days, or quit the premises within an additional five (5) days;

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

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

(d) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under the lease entirely.

Unless the Landlord has released Tenant's continued performance under this lease, Tenant is deemed to be in possession of the premises, and any re-letting by Landlord is on Tenant's account. Tenant is responsible for all payments and obligations under the lease until Landlord releases Tenant in writing.

In the event that Tenant is in violation of some provision of this lease, other than the payment of base rent or additional rent as described above, Landlord shall be entitled to maintain an action for specific performance or injunctive relief, or upon written notice, to give Tenant thirty (30) days in which to cure the violation or breach of performance. If the breach continues after the

expiration of the thirty (30) day notice period, Landlord may exercise any and all remedies available at law or equity, including re-entry and taking possession of the premises, or re-letting the premises for Tenant's account.

14. **Notice Provision.** Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:
City Manager
Park City Municipal Corp.
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

If to Tenant:
Massage Express
c/o Pam Anderson or Aldena Brown
P.O. Box 680013
Park City, Utah 84068

15. **Covenant of Quiet Possession.** Landlord covenants with Tenant that Landlord is the owner of the Premises and that, except as provided herein, Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the Tenant's obligations of this Lease. Tenant hereby acknowledges that the Premises are a public recreation facility that often has special events and tournaments. These special events often result in the filling of the parking lot for the Premises and other traffic, access and noise impacts. Tenant hereby acknowledges that such impacts from operation of the recreation facility shall not constitute a breach of Landlord's covenant of quiet possession, and that such events shall be scheduled at the sole discretion of the Landlord. Landlord shall use reasonable efforts to provide the Tenant with advanced notice of said events.

16. **Maintenance.** Landlord shall be responsible for all structural maintenance of the premises, including the roof, foundation, structural members, and exterior wall surfaces. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures, light fixtures, janitorial service resulting from tenant's use, and glass maintenance (both cleaning and replacement in the event of damage) which is within the leased premises or solely serves the leased premises. Landlord shall be responsible for mechanical systems which serve portions of the building other than, or in addition to Tenant's space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance and snow removal shall be Landlord's responsibility.

17. **Access to Other Space.** Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure and to service common utility facilities. Landlord shall have the right to inspect the leased space during the Tenant's normal business hours, at a time which is mutually agreeable to both parties.

18. **Force Majeure.** This lease agreement shall automatically terminate upon any holding, interpretation or determination by a court, legislative, or administrative body, that Landlord may not lease to a retail establishment or that the bonds issued by Park City Municipal Corporation or Municipal Building Authority of Park City will not qualify as tax exempt if the property is leased to a private entity or monies are received for so leasing, or that Landlord may not lease to a private entity, either under existing state and federal law regulation or future state and federal law regulation.

19. **Increased Insurance Risk.** Tenant will not permit said leased premises to be used for any purpose which would render the fire insurance on the building on the premise void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the leased premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the premises of the same general type as those covered by this Agreement.

20. **Care and Repair of Premises by Tenant.** Tenant has inspected the premises and accepts it as is as acceptable for the purposes of this agreement. The Tenant will not commit any waste on leased premises nor shall it use or permit the use of the premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with consent of Landlord but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the portion of the Park City Racquet Club Building as Tenant may require for the conduct of its business without, however, materially altering the basic character of the building or improvements or weakening the structure on the leased premises. Any permanent alterations or improvements to the leased premises shall become the property of the Landlord upon expiration or termination of this lease.

21. **Payment of Taxes and Other Assessments.** Tenant shall pay all business fees or sales or other taxes assessed on the operation of its retail sales business.

22. **Damage or Destruction.** If the leased premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the leased premises, within a reasonable amount of time, without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If such damage or destruction shall render the premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding, the effect of which may require removal of Tenant's operations from the premises, either Landlord or Tenant may elect to terminate this lease by written notice to the other within thirty (30) days after occurrence of such damage or destruction.

23. **Surrender of Premises.** Tenant agrees to surrender the leased premises at the expiration or sooner termination of this agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted.

24. **Holdover.** Should Tenant holdover the leased premises or any part thereof after the expiration of the term of this lease unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Tenant shall pay as monthly rental the same monthly rental and/or percentage of gross sales as provided for herein.

25. **Indemnity.** Tenant covenants and agrees to indemnify, hold harmless and defend the Landlord, its agents and employees, from all fines, suits, claims, demands and actions of any kind including attorney's fees and nature by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of its business hereunder and is solely responsible and answerable in damages for any and all accidents or injuries to person or property.

Tenant agrees to indemnify, save harmless and defend Landlord, its agents and employees, from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions hereunder, or the operation of Tenant's business.

26. **Landlord Liable Only for Negligence.** Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam,

gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

27. **Nondiscrimination.** Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or disability in its hiring practices, services or operation of its business hereunder.

28. **Waiver of Covenants.** It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein contained.

29. **Days and Hours of Operation.** Tenant will have the leased premises open for business at least five days per week. Tenant shall be open for business a minimum of eight (8) hours per day. The hours of operation shall be coordinated and agreed to in writing by Tenant and the Leisure Services Director as Landlord's agent. Tenant may close at its discretion during slow periods for remodeling or vacations. Closure by Tenant shall not result in any waiver or reduction in rent due.

30. **Type of Operation.** Tenant will maintain and operate the massage therapy in a professional manner and will keep the leased premises in a safe, clean, orderly and inviting condition at all times. The business is to be operated in conformance with all federal, state and local laws, ordinances and regulations.

31. **Tenant's Independent Massage Contractors.** Tenant will agree to retain active, qualified, competent, experienced and licensed independent contractor at the store to supervise the operations. All independent contractors are the authorized agents of the Tenant and represent and act in behalf of the Tenant in complying with or violating the terms of this Lease. Tenant's independent contractors will be professional, courteous, efficient and neat in appearance.

32. **Rights of Successors and Assigns.** The covenants and agreements contained within the lease shall apply to the benefit of and be binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise herein before provided.

33. **Costs and Attorney's fees.** The Landlord and Tenant each agree that in the event of any dispute or litigation involving this lease or the recovery of the premises herein, the prevailing party shall be entitled to all costs of suit, including reasonable attorney's fees.

34. **Entire Agreement.** This agreement constitutes the entire and only agreement between parties and it cannot be altered except by written instrument, signed by both parties.

DATED this ____ day of August, 1999.

MESSAGE EXPRESS

Pam Anderson, Owner

Aldena Brown, Owner

STATE OF UTAH)
 SS
COUNTY OF)

The foregoing Lease Agreement was acknowledged before me this ____ day of August, 1999 by _____, the _____ and _____, the _____ of Massage Express, a Utah corporation, who executed the same on behalf of said corporation.

Notary Public

Approved as to form:

Mark D. Harrington, Interim City Attorney

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, Mayor

Attest:

Janet M. Scott, City Recorder

Exhibits that must be provided:

Exhibit 1 - Map of leased premises.

Exhibit 2 - List of trade fixtures described in Paragraph 9 herein.



DATE: 8-27-99
DEPARTMENT: Legal
AUTHOR: Tim Twardowski
TITLE: Lease Amendment- University of Utah
TYPE OF ITEM: Administrative- Consent Agenda

SUMMARY RECOMMENDATIONS: Authorize the Mayor to execute a lease amendment with the University of Utah for 2416 square feet of additional space at the Carl Winters Building.

DESCRIPTION:

A. Topic: The additional space in the Carl Winters Building is comprised of the following: Room 207 and the two adjacent offices A and B; Room 310 and the adjacent office; Room 302 and the adjacent office; and the office on the North end of the third floor corridor.

B. Background: This is part of the space recently vacated by the UVSC. In January, the City Council allocated some space for Library use and directed staff to work with existing tenants to re-allocate the remaining area. A similar amendment was executed earlier this year for the Soaring Wings Montessori School.

C. Analysis: The rate for the space is \$16.75 per square foot annually and is raised 5% annually. This is higher and raised more frequently than the University's current lease. (Attached) The term is the same as the existing lease (automatic renewal for successive two year terms through 2007 unless tenant provides 180 days' written notice of intention not to renew), but the City retains the right to use the space for the Olympics upon giving the tenant notice by July 1, 2001. Staff is discussing a similar option for the existing space for Olympic use, but the current lease does not have such an out. If an agreement is reached, staff will come back with another amendment.

The University has occupied some, but not all, of the additional space for some time now. In lieu of charging back-rent for that period of partial occupancy, the University is not eligible for the annual 4% rent reduction (for early payment in full by July 15th) for 1999.

No options or right of first refusal is given for this new space.

D. Department Review: The Legal and Special Events Departments reviewed this matter.

ALTERNATIVES:

A. Approve the Request: Authorize the Mayor to execute the Lease as attached as Exhibit A.

B. Change the Rental Terms: The Council may decide to alter the terms of the proposed lease, in which case it should incorporate such changes into the motion to approve the lease or remove the lease from the consent agenda and direct staff to prepare the changes for the next meeting.

C. Continue the Item: If the Council wants more information, it should request such additional data and continue the item. The tenant has been allowed to move into some of the additional space, subject to this approval.

D. Do Nothing: This is not recommended since the Council needs to make a decision regarding the space.

SIGNIFICANT IMPACTS: The leased area represents approximately 2416 square feet of office/classroom space.

RECOMMENDATION: Authorize the Mayor to execute a lease amendment with the University of Utah for 2416 square feet of additional space at the Carl Winters Building.

**THIRD ADDENDUM TO THE LEASE AGREEMENT BETWEEN
UNIVERSITY OF UTAH AND PARK CITY MUNICIPAL CORPORATION**

THIS THIRD ADDENDUM is made by and between Park City Municipal Corporation ("Landlord") and the University of Utah ("Tenant") to amend the Lease Agreement signed and executed by the parties on May 7, 1992 ("Lease") and to set forth the terms and conditions under which Landlord will lease to Tenant *additional space* in the Carl Winters Building (hereinafter referred to as the "CW Building"). The parties agree as follows:

1. Additional Space. The property leased is located in several areas of the CW Building, 1255 Park Avenue, Park City, Utah as described in Exhibits A and B (attached and hereinafter referred to as "Additional Space"). The Additional Space includes the following property on the second floor of the CW Building: Room 207 and the two adjacent offices A and B. The Additional Space also includes the following property on the third floor of the CW Building: Room 310 and the adjacent office; Room 302 and the adjacent office; and the office on the North end of the corridor. The Additional Space contains a total of two thousand four hundred and sixteen (2416.0) square feet.

2. Term. The lease term of this Third Addendum shall commence on the date of mutual execution and shall have the same term as stated in Paragraph 2 of the Lease, except as otherwise provided herein.

3. 2002 Olympic Interruption. The parties acknowledge that Landlord may need the Additional Space for municipal or other purposes during the 2002 Winter Olympic Games. Accordingly, the parties agree that, upon receipt of written notice by Landlord on or before July 1, 2001, Tenant shall vacate the Additional Space for the time period specified in said notice. Landlord shall not require Tenant to vacate the Additional Space prior to January 20, 2002 or beyond March 20, 2002. No rent shall be due during the vacated period.

4. Surplus Property and the Right of First Refusal on Additional Space. The Additional Space being leased is currently surplus municipal space, but may be required by Landlord for municipal or other purposes at the conclusion of the lease term. No option of first refusal is given to Tenant for the Additional Space.

5. Rent. The rent for the Additional Space shall be as follows:

(A) Rate: Sixteen Dollars and seventy-five cents (\$16.75) per square foot annually.

(B) Payments: Rent shall be paid in equal monthly installments of three thousand three hundred seventy-two dollars and thirty-three cents (\$3372.33). Rent shall be due on the first of each month, and past due if not paid by the tenth of the month. Tenant shall pay a pro-rated portion of one hundred eight dollars and seventy-eight cents (\$108.78) per day for any

partial month during the lease term.

(C) Deposit: No additional deposit shall be required.

(D) Rent Adjustment: The annual rent for the Additional Space shall increase by five percent (5.0%) every July 1st. For example, monthly rent payments shall increase to \$3540.95 on July 1, 2000 and to \$3717.99 on July 1, 2001.

(E) Credit for Early Payment. Beginning in Calendar Year 2000, if Tenant pays Landlord the annual rent in full by July 15 of each year, then rent will be reduced by four percent (4.0%).

6. Other Terms. All other terms and conditions of the Lease shall apply.

7. Entire Agreement. This Third Addendum is a written instrument pursuant to Paragraph 31 of the Lease between the parties and it cannot be altered or amended except by written instrument, signed by both parties.

DATED this ____ day of September, 1999.

PARK CITY MUNICIPAL CORPORATION

Toby Ross, City Manager

Attest:

Janet M. Scott, City Recorder

Approved as to Form:

Park City Attorney's Office

UNIVERSITY OF UTAH

(Name, Title)

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 1999, personally appeared before me
_____, who being duly sworn, did say that he/she is the _____ of
_____, and acknowledged to me that the preceding Agreement was signed on
behalf of said company, by their authority and he/she acknowledged that the company did
execute the same for its stated purpose.

NOTARY PUBLIC

EXHIBIT A

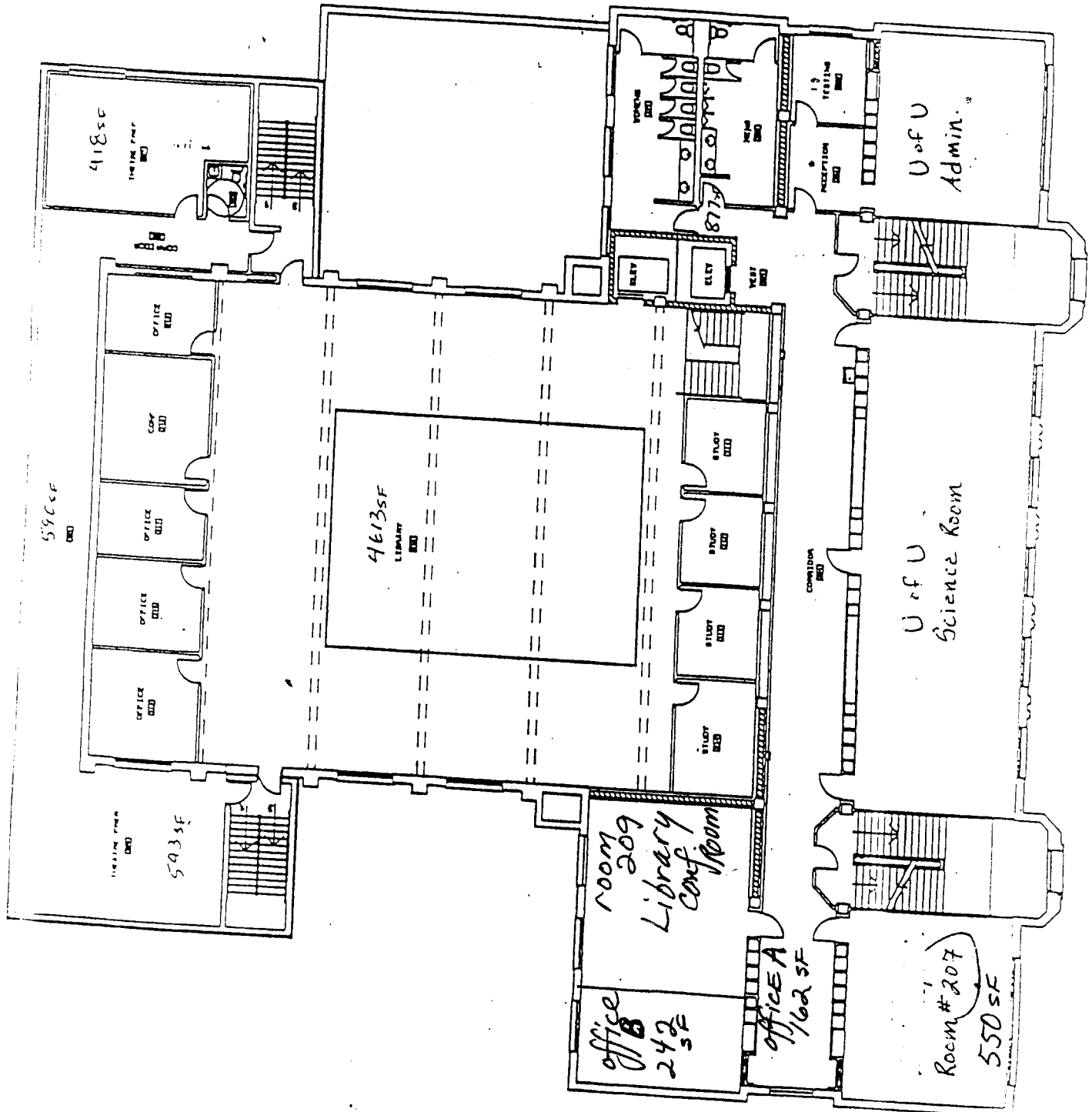
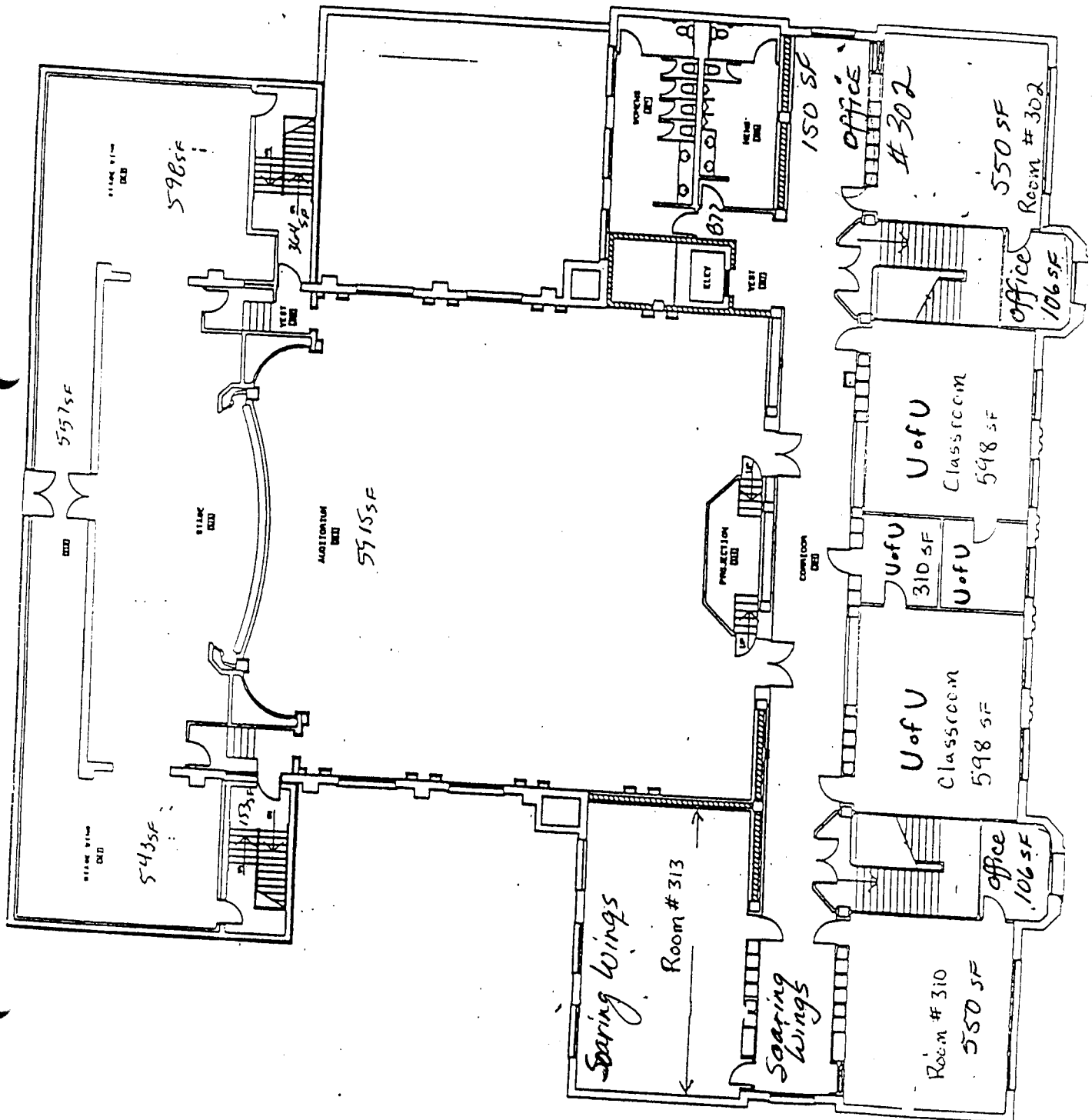


Exhibit B

Library and Education Center

3rd Floor





DATE: August 30, 1999
DEPARTMENT: Legal
AUTHOR: Tom Daley
TITLE: Insurance Renewal
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS:

- 1) Authorize the payment of \$97,430 for comprehensive insurance coverage through September 1, 2000.
-

DESCRIPTION:

A. Topic: Insurance Renewal

B. Background: This year, we are able to decrease insurance premiums by \$7,801.00, while increasing the scope and substance of our coverage.

C. Analysis: With this insurance proposal, Park City will enjoy new and expanded protection in several areas and will not be subject to a year-end audit. We have once again reduced our insurance costs, even though the value of our insured property and the size of our payroll have continually increased. These cost reductions are a direct result of Park City's favorable loss history and our proactive focus on risk management, claims and record keeping.

The payment of \$97,430.00 will provide Park City with comprehensive coverage through September 1, 2000.

D. Department Review: The Legal Department handled the insurance renewal and consulted with other departments regarding changes in real property, vehicles, equipment, operations, payroll and personnel.

ALTERNATIVES:

- A. Approve the request. This is the recommended action.
- B. Deny the request. This is not recommended. The proposed coverage is comprehensive for Park City's purposes, and a comparison of other rates and policies shows this as the favorable proposal.
- C. Continue the item. The Council may continue the item, and Park City could extend coverage under its current policies.
- D. Do nothing. Not recommended.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

We would be left to choose insurance coverage that is not as attractive as the current proposal.

RECOMMENDATION: Authorize the payment of \$97,430.00 for insurance coverage for the year 1999-2000.



DATE: September 2, 1999
DEPARTMENT: Public Works
AUTHOR: Jerry W. Gibbs, P.E.
TITLE: China Bridge Repair
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Award a contract to CDC Restoration & Construction in the amount of \$274,807 to make repairs to the China Bridge Parking Structure and install a traffic membrane on each of the suspended floors of the structure.

DESCRIPTION:

A. Topic: China Bridge Repairs

B. Background: The China Bridge Parking Structure was completed in the Fall of 1986. It is a combination cast-in-place and post-tension (PT) structure. It has four levels approximately 226 feet long by 117 feet wide and accommodates 332 vehicles. In the late summer of 1998, the City retained Reaveley Engineers to perform a limited structural analysis.

Core samples were taken on each floor to determine the amount of chloride penetration into the concrete. Concentrations varying from 1.9 to 40 pounds per cubic yard were encountered at depths of 1 ½ inches. The concern with corrosion begins at 1.5 pounds per cubic yard.

Corrosion has caused some delamination around PT cables. Immediate repairs were completed on exposed PT cables. Restructure Corporation completed the repairs for \$11,300. There are still areas that have minor to moderate delamination. These areas have been identified by dragging a chain over the surface and need to be repaired.

With these repairs made, the concern that remained was how to protect the parking structure from further deterioration. Corrosion needs three conditions: air, moisture and metal. An alternative to reduce or eliminate the water was preferable. A number of alternatives were considered including a traffic membrane, cementitious/epoxy overlay, penetrating sealers, cathodic protection, low permeable overlays, and corrosion inhibitors.

Reaveley Engineering completed a study of alternatives in March 1999. Their study reviewed the life cycle cost and the limiting factors of each alternative. A traffic membrane had the lowest

life cycle cost, highest initial cost, and the lowest annual maintenance cost. The City Council walked through the China Bridge Parking Structure on March 4, 1999 to look at lighting and exposed PT cables. The estimated construction cost of the repairs ranged from \$300,000 to \$400,000. Additional work was suspended until the budget process was completed and funds were approved.

C. Analysis: During the budget process Joram Lichtenstein, P.E., a local resident who specializes in coatings, volunteered to help Public Works develop specifications and over see the work for this project. Over a three month period Joram discussed the project with his peers, manufacturers of coatings and contractors. Meetings were held with prospective bidders to discuss the project and the technical specifications.

Five companies attended the prebid meeting. A sixth company picked up the bid documents after the prebid meeting. Only three companies submitted bids. The bids are:

	Preston Gerber	CDC	The Gateway Co	Estimate
Deck Repairs	\$50,400.00	\$29,479.00	\$51,040.00	\$18,000.00
Traffic Membrane & Striping	\$337,155.00	\$236,161.00	\$358,900.00	\$280,000.00
Stairway repair	\$4,800.00	\$9,167.00	\$7,400.00	\$21,000.00
Total	\$392,355.00	\$274,807.00	\$417,340.00	\$319,000.00
Unit repair cost	\$42.00	\$55.00	No bid	\$43.00

CDC had the lowest responsive bid. They have the experience to satisfactorily complete the job. This project has a funding level of \$300,000 in account numbers 57-47020 & 34-49073 (Downtown Revitalization).

D. Department Review: The Building Department has been actively involved in the structural review. The contracts will be reviewed by the Legal Department prior to signing. Public Works has taken the lead role in coordinating structural review and the bid process. Department of Capital Management and Budget has verified the funding is available.

ALTERNATIVES:

A. Authorize staff to enter into a contract with CDC Restoration and Construction for the repairs and installation of a traffic membrane in the amount of \$274,801. This is the staff preferred alternative. CDC has provided assistance in determining where the delaminated concrete sections are located, reviewed and commented on the coatings specifications, and took extra time to be familiar with the project.

B. Reject the bids: This option would postpone completing any repairs to a later date.

C. Advertise and Rebid: This would process would encourage the two companies of Restructure, Inc and Blazer to bid on our project. This does not guarantee a lower cost and the companies may choose not to bid.

D. Advertise and Rebid next spring: This option would allow companies that had conflicting work load to bid on this project.

SIGNIFICANT IMPACTS: There are signs that corrosion in its initial stages is developing in the PT cables. Moisture is migrating through cracks to the rebar and PT cables. A membrane will limit the moisture travel and eliminate one of the key components for corrosion.

The repairs to the deck are necessary to maintain the structural adequacy of the deck.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Additional corrosion and further deterioration will develop. Structural inadequacy will develop if a solution is not implemented.

RECOMMENDATION: Award a contract to CDC Restoration & Construction to make repairs and install a traffic membrane on each of the suspended floors of the China Bridge Parking Structure in the amount of \$274,807.



DATE: September 2, 1999
DEPARTMENT: Public Works
AUTHOR: Jerry W. Gibbs, P.E./John Lind
TITLE: Test Well Program
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Award a contract to Lang Exploratory Drilling. Authorize continuous drilling (24 hours per day, seven days per week). Authorize staff to negotiate a change order to reduce the scope of work to a contract amount not to exceed \$490,000. Authorize an extension to Weston Engineering's contract in an amount not to exceed \$40,000 for test well drilling observations, sampling, and coordination of the drilling contract.

DESCRIPTION:

A. Topic: Test Well Drilling

B. Background: The City drilled its last test well in 1995. The Keetley Well is located northeast of the property owned by the National Abilities Center. Four geologist independently confirmed the Thaynes Formation would be available below the Keetley Volcanics at about a depth of 400 feet. Two large production wells including the City's Middle School Well had been drilled less than 4,000 feet away and both wells had successfully drilled into Thaynes Formation.

The Thaynes Formation is well known for its water production. A production size well in lieu of a test well was determined to be the course of action since all the indicators showed the Thaynes Formation would be encountered.

The hole was drilled to a depth of 1,000 feet without encountering the Thaynes Formation. The geologist quickly determined that the Thaynes Formation had been removed during volcanic action and replaced. The volume of water encountered was only 50 gallons per minute, too small for municipal production.

The Park City area has a very complex geology. A 1996 study completed by the Utah Geologic Survey identified 16 potential aquifers at varying depths and capacities. The only information available is from well drilling reports and mining activities. The well drilling cuttings were not always reviewed by a geologist and may provide inaccurate information. This was the case with

the Keetley Well, where the available information from wells drilled in the area and USGS maps showed clearly the Thaynes Formation would be encountered at that location.

Park City, Summit County and Weber Basin are working in a cooperative effort to bring reservoir water from the Weber River. A reasonable question would be "Why does Park City need wells if water can be secured from a Weber Basin project?" And conversely, "Why does Park City need a Weber Basin project if water can be secured from wells?" The answer requires a look at the operational limitation of our system and the City's total source requirements.

Park City's water system is extremely complex with 1800 feet of elevation difference, thirty-four pressure zones, sixteen storage reservoirs, and five separate water sources. Demands within the system vary between summer and winter and create different impact on the sources and storage.

Operational Issues

Source: Each of our groundwater sources has different water quality issues, seasonal flows and location within our system. The flow variation between our ground water sources between the summer 1999 and summer 1992 is illustrated in the chart below:

	Judge	Thiriot	Spiro	Park Meadows	TMMS	Total
1999	1200	1078	2000	1100 GPM	1300 GPM	9.6 MGD
1992	600	640	1000	1100 GPM	1100 GPM	6.4 MDG

Water Quality: Water quality issues vary from source to source. Hardness and higher levels of total dissolve solids are high and common at this level in groundwater supplies. Antimony (no known treatment technology) has been found at levels that exceed the maximum contaminant levels (MCL) of the Federal Safe Drinking Water Act in Judge and Spiro. Spiro also contains arsenic at levels higher than the Federal MCL. A Weber Basin supply would be beneficial to blend with our existing sources and improve the overall water quality.

Peak Day Demand: Water usage in July through September represents 51% of our total annual water use. Irrigation represents 68% of the summer water use and the percentage can be much higher during hot weather and low moisture periods.

The peak day demand during this summer exceeded 8 MGD. After we requested conservation efforts through public service announcements on the radio the demand dropped to 7.4 MGD. The *1994 Water Supply and Demand Study* completed by EWP projects a source shortage of 6000 gpm

or 8.64 MGD to meet our peak day demand at build out.

Increasing our source capacity from both wells and a Weber Basin project would address this problem. It is unlikely that adding either new source by itself would be adequate to meet the City's future demand during a drought period; it would take both sources.

Storage:

The City's sixteen reservoirs have a combined capacity of 10.64 million gallons. These reservoirs are located throughout the water system and help meet culinary, fire and peak day demands. They are filled by sixteen pump stations. The most critical zone is the Park Meadows/Prospector area. This area has the highest demand from irrigation and is the central storage for all of Deer Valley, Quarry Mountain, Fairway Hills and Sandstone Cove. Four of the five sources can be pumped directly to this pressure zone. A Weber Basin supply would significantly improve our storage situation and our instantaneous source capacity.

Source Reliability:

Peak days during extremely hot periods require all sources to be operating. A failure would require a source to be down for an extended period of time, a water emergency would need to be declared with mandatory restrictions. Implementing new sources (wells and a Weber Basin project) prior to the actual need is beneficial to provide this needed backup.

Timing of Sources:

A well program and a Weber Basin project are both necessary to meet our long term demands. A well can take one to three years to complete. This includes test drilling, production well drilling, infrastructure needed to pump into the water system and the State Engineer & Safe Drinking Water approvals. A well source is likely to be faster than a Weber Basin project which could take three to five years. The State Engineer may be more likely to approve a new well source if we are vigorously pursuing a pipeline like a Weber Basin project. A systematic approach is needed to bring new sources and storage on line in advance of the demand.

Weston Engineering has an extensive knowledge of the geology of our area. They were hired by United Park City Mines Company (UPCMC) to review the geology from their mining records and determine a possible site for a well(s) for their Flagstaff Project. UPCMCM cooperated by providing all of their information as part of our study to look at possible well sites throughout Park City. This information was invaluable in the prioritization of the well sites.

Weston Engineering was hired by Public Works in February 1999 to develop a prioritization of possible well location. They have provided similar test well studies in Summit Park, Atkinson and Oakley.

Well drillers have commented that the Park City geology is a high risk for them. Drillers are concerned with the quartzite, tough drilling, cave-ins, loss of bits in hole requiring a new hole to

be developed, time constraints, and the level of neighborhood expectations.

C. Analysis: The Weston study looked at the geology, source protection and proximity of infrastructure as a matrix to prioritize each proposed well site. A copy of their report is available in the City Records Office.

Weston identified three test well and two observation well opportunities.

1. Old Town Well. This well would be 6" in diameter, confirm geology, identify water quality, and estimate the approximate yield. A production well would cost an additional \$490,000.
2. Deep Thaynes Well. This well is located next to the existing Park Meadows well. A 15" well would be drilled to accommodate a yield of at least 1,000 gallons per minute (g.p.m.).
3. Observation wells. The two wells would be located on the golf course along Prospector Drive. The first is a 6" well into the deep Thaynes Formation to verify geology and monitor water levels when pumping the Park Meadows well. The second well is also 6" in diameter. It is drilled into the shallow Thaynes formation to verify geology and monitor water levels when pumping the Park Meadows well. These observation wells would provide data to determine if an additional Thaynes formation could be drilled with limited interference during pumping activities.
4. Deep Weber Well. This well would be 6" in diameter, confirm geology, identify water quality, and estimate the approximate yield. The well depth is approximately 2500 feet. Kerry Gee has expressed concerns that this well has the potential to draw heavy metals from the mine works.

Weston developed bids and specifications to drill one production well, two test wells and two observation wells. Four firms expressed interest in the advertised request. On August 24 only one firm submitted a proposal. A list of the firms and the bids are as follows.

	Layne Christensen Co./Schofield Drilling, Inc./ Zimmerman/ Peterson	Lang Exploratory Drilling	Engineer's Estimate	Staff Recommended
Observation Wells	No Bid	\$170,011.00	\$128,930.00	\$79,575.00
Park Meadows Well	No Bid	\$358,708.00	\$293,855.00	\$369,148.00
Old Town Well	No Bid	\$116,620.00	\$82,750.00	\$116,620.00
Weber Test Well	No Bid	\$137,525.00	\$68,875.00	-0-

TOTAL		\$782,864.00	\$574,410.00	\$565,343.00
24 hours/day, 7 days per week	Savings (15%)	(\$117,430.00)		(\$84,801.00)
TOTAL		\$665,434.00		\$480,542.00

Observation and test wells would be six inch in diameter and the production well will be fifteen inches in diameter. The estimated depth will vary from 250 feet to over 2000 feet. It is anticipated that the work can be completed in sixty days after the notice to proceed. A typical work day will be Monday through Saturday, 7 a.m. to 8 p.m. State Engineer authorization will be required for each well location prior to drilling. The bid also includes a twenty foot high sound attenuation wall between the rig and residential areas.

If the test pumping proves successful, a fifteen inch diameter well will be needed to develop a production well. Only Park Meadows is being considered for a production well at this time. A production well will require a separate design and construction for piping, pumps, and infrastructure. A State Engineer process will be required to move existing water rights into a new well.

The contract limits the construction activity to 12 hours per day between 7 a.m. and 8 p.m. and no working on Sundays. Lang expressed concern that without continuous drilling the hole could cave-in and create additional problems including not being able to complete the well to the desired depth. Round-the-clock drilling minimizes this problem. Lang has indicated a savings of approximately 15% could be realized if they were allowed to work 24 hours a day, seven days a week. Lang would also reduce the contract time required by one-half.

There are two locations that are close to residential neighborhoods, the Park Meadows well and the observation wells by the golf course. The bids required noise attenuation on their equipment (a sound barrier). This does not eliminate all of the sound, but it should reduce the noise to acceptable levels. Lang has successfully continuously drilled well in residential neighborhoods in the Salt Lake Valley. Lang would provide telephone numbers for the residents to call if they had questions.

The bid for the proposed work was higher than expected. Staff favors phasing the project: reducing the scope at this time and coming back to the Council in the future if additional work is needed after we have more information. Specifically staff proposes to reduce the number of observation wells and delete the Weber test well at this time. If other wells are successful, we probably would not need to drill the Weber test well. If the other test wells prove successful, we would need to come back to the Council for authorization for production and observation wells. A production well would cost about \$450,000; a monitoring well would cost about \$80,000.

D. Department Review: This project is part of the Water Department's Capital Improvements program. Account Number 51-45078. The City Manager and legal staff have reviewed the approach.

ALTERNATIVES:

A. Authorize a contract for \$773,864.00 with Lang Exploratory Drilling and Weston Engineering for \$40,000: This approach would authorize the entire project at this time.

B. Authorize a contract with Lang Exploratory Drilling including continuous drilling and negotiate a change order to reduce the scope of work and extend Weston Engineering contract by an amount not to exceed \$40,000 for drilling observation: This is the staff recommended option. Staff is proposing the Old Town test well and the Deep Thaynes production well be drilled. A six inch exploratory well would need to be drilled first to confirm the confining layer exists at this location between the Upper and Lower Thaynes Formation. This layer is critical to eliminate interference between the two well operations. This option would include reducing the number of wells and consider allowing a 24 hour a day, seven days a week work schedule. The estimated cost would be \$480,550.

C. Authorize a contract with Lang Exploratory Drilling without continuous drilling and negotiate a change order to reduce the scope of work and extend Weston Engineering contract by an amount not to exceed \$40,000 for drilling observation: This approach would be similar to Alternative B but would confine drilling to more traditional construction times. This would increase the drilling risk, cost about \$85,000 more and take twice as long. The Council could authorize this approach, but allow 24 hour drilling if the noise attenuation proved effective in the field.

D. Reject Lang's bid and rebid next spring: The Park City area requires specialized equipment to drill the depth and size that Park City is requiring. It is questionable if additional well bids would be received and substantial savings could be realized if bids were requested during the spring when companies are developing their summer work schedule.

E. Reject Lang's bid and postpone a rebid: The City could wait until we have a better idea of the timing of a Weber Basin project.

SIGNIFICANT IMPACTS: The development of a production well is critical to meet our short term needs. A test well program is helpful in identifying total water resources available in our area. This information directly relates to the size of our participation in the Weber Basin project.

Groundwater will be high in hardness and total dissolved solids. It will meet safe drinking water standards.

A well could take less than one year to drill, equip, install the necessary infrastructure, and receive the necessary State approvals (Drinking Water & State Engineer) for use.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: The last five years have provided at least average snow totals. Multiple dry snow years could drastically hinder our ability to meet peak day demands.

A Weber Basin project is still three to five years out and will provide 60% of our projected shortfall in peak day flow.

Park City's wells could experience similar effects as Snyderville Basin wells with a loss of production and quality over time.

RECOMMENDATION: Award a contract to Lang Exploratory Drilling. Authorize continuous drilling (24 hours per day, seven days per week). Authorize staff to negotiate a change order to reduce the scope of work to a contract amount not to exceed \$490,000. Authorize an extension to Weston Engineering's contract in an amount not to exceed \$40,000 for test well drilling observations, sampling, and coordination of the drilling contract.

