PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 1, 1997

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, May 1, 1997.

AGENDA

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

2:00 p.m. Council questions and comments and distribution of FY1998-1999 tentative budget
2:30 p.m. Review of regular meeting
Questions/comments on pending business
Annexation discussion

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

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

Customer service award

IV WORK SESSION NOTES AND MINUTES OF MEETING OF APRIL 17, 1997

V CONSENT AGENDA

1. Resolution proclaiming the week of May 4 through May 10, 1997 as Municipal Clerks Week in Park City, Utah

2. Award of contract to Warren Construction for Phase I improvements for the Library and Education Center Reading Garden in the amount of $44,795

3. Authorization to Recreation Department to execute a one-year renewal with Park City Specialty Foods, Inc. for the operation of a food concession at the Park City Golf Course

VI NEW BUSINESS

1. Consideration of a contract with Cache Valley Electric in the amount of $352,333.31 for the construction of traffic signals and related road work at the intersections of Bonanza/Deer Valley Drive, and Bonanza/Kearns

2. Deliberation and possible action on Sandstone Cove annexation petition and amended Annexation Policy Declaration, approximately 80.13 acres located east of SR224 and northwest of Ridgeview and Mountain Ridge Subdivisions, within the Park City Annexation Boundary, and authorization for the Mayor to execute an annexation agreement in substantially the same form as attached

3. Deliberation and possible action on Flagstaff annexation petition and amended Annexation Policy Declaration, approximately 1,550 acres located at the southwestern corner of Summit County, within the Park City Annexation Declaration Boundary, and authorization for the Mayor to execute an annexation agreement in substantially the same form as attached

VII ADJOURNMENT

Posted: 4/28/97
Reposted: 4/30/97

PARK CITY
1884

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 1, 1997

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

Toby Ross, City Manager; Jodi Hoffman, City Attorney; Eric DeHaan, City Engineer; Rick Lewis, Community Development Director; Nora Seltenrich, Special Projects Manager; Pat Montgomery, Librarian; Pace Erickson, Parks and Golf Course Superintendent; Tom Bakaly, Finance Manager; Greg Cunningham, Golf Pro

Jenny Vallor, Friends of the Library; Hank Rothwell, United Park City Mines (UPCM); Tom Clyde, legal counsel for UPCM; Liz Josephson, planner for UPCM; Dana Williams, Citizens Allied for Responsible Growth (CARG); Jerry Jackson, Sandstone Cove

1. **Council questions and comments.** Hugh Daniels brought up the fencing on the west side of the Town Lift Project and Eric DeHaan explained that the sidewalk is being installed and the fence should be taken down within a couple of weeks. The Heber Avenue Main Street stop sign will be installed. With regard to a question about the doors on Z-Place, Rick Lewis explained that a building permit was needed to replace the doors and it is doubtful whether the original doors can be reinstalled if they have been hauled off already. Mr. Daniels requested that the 10 O' Clock Whistle operate again. He continued that there is graffiti again at the sewer site and the Mayor added that there is some at the bus barn and the back of Summit Sports. Chuck Klingenstein added that there is some on a UP&L junction box across the street from the Mayor's residence. Brad Olch reminded Council members of the reception with the Salt Lake Council at the Sante Fe Restaurant at 5:30 p.m.

Chuck Klingenstein brought up the different design school crossings in Southern Utah and the City Engineer believed they're probably warranted installations by UDOT in that region. Mr. DeHaan explained that a high season count has been performed on SR224 and the numbers are substantially short in warranting another signal. Mr. Harlan reported that Pat Montgomery submitted her resignation and has been hired by the State Library Association. He thanked staff for providing Council with pertinent information on Flagstaff. Mr. Harlan felt that the sewer line project is moving efficiently. In response to a question from Mr. Harlan about Burnis Watts, Ms. Kerr informed him that appraisers will be interviewed on Tuesday. Paul Sincock reported on the Summit County Health Department meeting and commented on new public pool requirements. He continued that the County received grant funds to convert vehicles to natural gas and suggested that City vehicles could possibly be converted under this program. Roger Harlan advised that several vehicles were converted a few years ago, and it proved not to work out. The City Manager explained that the City doesn't have a large vehicle fleet and therefore vehicles have to be versatile. It was found that there is a problem with natural gas for the power needed on Park City grades.

Tom Bakaly distributed budgets to the Council members. He advised that the state requires that a budget be delivered to the Council by May 1 and pointed out the three week schedule included in the information for review. He explained that the introduction section provides an overview of the City budget, recommended options, and organizational changes, etc. The Council expressed its appreciation to the Finance Department for the hard work in producing the budget document.

2. **Review of regular meeting.** With regard to the $45,000 library reading garden project, Ms. Kerr brought up the fact that this was bid twice and there has only been one person interested, and the bid came in substantially higher than anticipated. Pat Montgomery indicated that it is a small project which is very complicated. Ms. Kerr asked if this could be added to a larger contract. Pace Erickson commented on the many projects in Park City and Salt Lake and the fact that there are more jobs than contractors can handle. He explained that staff looked at adding this to a larger project and acting as a general contractor and sub-contracting the work out, but logistically it is difficult with a project like this. Mr. Erickson noted that the Friends of the Library are applying for Restaurant Tax monies to fund the project. Jenny Vallor reported that Friends of the Library have raised funds for this project. The City Manager suggested bringing this back in a week and Pace Erickson indicated that the contractor would like to begin the project, but he will check with the contractor about a delay. It was pointed out that the City is getting half of the work for twice the price and Mr. Erickson stated that all of the plant materials have been omitted, the planting, and all of the electrical work. The contractor would be responsible for the conduit, irrigation systems and pavers. The City Manager explained that this is a Municipal Building Authority building and the City could serve as the general contractor and coordinate with contractors already installing sidewalks, etc., but acknowledged that this is the time of year when the parks staff is most taxed in terms of resources and the ability to coordinate this has not been programmed in the budget. However, he felt that a project manager option could be explored. Ms. Kerr stated that she is reluctant to authorize the entire project budget for half of the work with the remainder relied upon from donations. She would rather not begin without the money properly in place and reiterated that the City may not be taking advantage of resources on line to coordinate smaller jobs. Pace Erickson emphasized that he believes staff underestimated many features of the project and detailed the paver costs. In response to a question from Roger Harlan, Toby Ross indicated that if a project manager can be retained, there may be a 20% savings. That would assume that an employee could provide that service and one doesn't have to be hired, in which case the 20% would be used for that purpose. Paul Sincock pointed out that sub-contractors might be more responsive to their own general contractor as opposed to a City project manager. Toby Ross added that the concrete workers can install sidewalks, curb and gutter, but couldn't lay pavers and Pace Erickson relayed the level of expertise required for installing pavers. Jenny Vallor indicated that Friends have collected

$15,000 since last August and are working on another $6,000 in donations. She was concerned that the public is anxious to see the project begin and the University of Utah Landscaping Department may be used for the planting. The Mayor asked if this item should be tabled. Hugh Daniels stated that he doesn't have a problem with it moving ahead now and completed as additional funds become available. Chuck Klingenstein was concerned about only receiving one bid, added that there should be some investigation regarding the numbers, and would feel better waiting a week. Ms. Sincock agreed and noted it would be helpful to know if the City's expectations were unrealistic. Mr. Harlan didn't feel there is a lot of time for a bid process and felt that a decision should be made by next week. Pace Erickson agreed that one bid is a dramatic statement and staff could ask various contractors why they didn't bid and request a proposal or at least an estimate. As a result, there would be some representation on the estimates for features of the project. Mr. Erickson explained that the project is too big for a landscape contractor. The Mayor suggested postponing action until next week.

With regard to the concession at the golf course, Hugh Daniels expressed concern about payments going to the golf course post office box. He understood that it is an enterprise fund but felt that payments should go directly to the Finance Department. Ms. Kerr pointed out the employee requirement which didn't distinguish between the shack and the party cart. There was discussion about the gross sales of Specialty Foods, Inc. and the City's portion; the Mayor stressed that this is a service to patrons on our municipal course. Greg Cunningham, Golf Pro, added that this appears before Council because the current contract lacked a renewal clause. There is now a clause for two years with review and there is provision for the Golf Course Hotel construction.

The discussion on signalization occurred after the annexation discussions, but appears her for reference purposes. Eric DeHaan explained that the bid came in higher than estimated but highly recommended Cache Valley Electric. The additional $110,000 needed for the project could be provided with impact fee revenues in the upcoming budget. Mr. DeHaan added that there is an August dead line because of the UDOT overlay project on Deer Valley Drive and when completed, there will be an additional turn lane which will alleviate traffic congestion. Mr. Harlan referred to the miscalculating of the library bid and suggested formulating a different strategy when budgeting these projects. The City Engineer advised that an inflationary factor can not simply be applied to projects in the capital improvement budget as projects are specific and are all affected by different factors. He believes that contractors add 10% to Park City projects when considering construction mitigation and restrictions on work hours which add to their costs. Mr. Harlan again suggested a different formula to better predict bid amounts. Mr. DeHaan felt that staff has inflated the costs in the capital improvements budget, but it is a competitive market and it is unknown until the bids are received. Mr. Ross noted that it is not unusual for this to happen in cycles and last week the pavement management bid last week was a savings of about $140,000. Hugh Daniels stated that he generally doesn't support spending money which hasn't yet been approved, but felt the project is important to support.

3. Annexation discussion:

Flagstaff annexation. Toby Ross distributed a memo, attached hereto, prepared by staff, discussed the annexation process and noted that he felt that Mr. Rothwell fully appreciated on Wednesday what was involved with annexation. Annexation could not occur at this point since an annexation agreement is lacking. Mr. Rothwell has agreed that it would be difficult for Council to work under this deadline, is willing to extend it, and has asked that Council complete its deliberations by May 13, 1997. This is a relevant date for him as he will be meeting with his Board of Directors and if an annexation is anticipated, the agreement must be acted upon within 60 days. Meeting the Sunday deadline was discussed and Mr. Rothwell added that some property owners may pull out when the annexation proposal is presented and it is impossible to prepare an annexation plat without knowing the specific parameters.

Mr. Ross explained that staff attempted, with the memo, to more clearly describe the enhancements. He explained that there are base line assumptions outlined and associated enhancements committed to by the applicant. Under open space and trails, Mr. Ross commented that there is a dedication of the area below Pod A to the City as a contiguous addition to the Colman purchase. The others relate to year-round trails, and a trail head proposal including shuttle service to them so that the public can have access without driving to the sites. There is clarification in the construction mitigation which will be handled in the MPD stage, but there is definition of responsibilities of the developer and those which will be covered by CC&Rs. With regard to splitting the real estate transfer fee three ways, it was decided to keep it twofold to maintain flexibility between the City and the home owners. The City Manager emphasized that the issue of single family dwellings is something staff needs direction on as there was a mixture of comments. The Planning Commission recommended a 7,800 or 7,900 elevation for approximately 15 single family dwellings in Pod A. There was some suggestion that it wasn't a good idea and there needs to be clarification on this. There was discussion with the applicant about employee housing and it was decided that 25% of the 10% requirement be on site in the form of manager's units. As a separate issue, staff will come back with information on Bonanza Flats. Nora Seltenrich added that she may have missed some enhancement information in the memo, but the intent was to outline the enhancements which might trigger granting additional density above the base line.

The City Manager continued that there was a discussion regarding describing enhanced transportation, whether it be a percentage participation relative to the City or other developers, or whether it is a fixed financial cost. Ultimately the group settled on a performance standard that the developer would be obliged to achieve and maintain. This would be implemented in the MPD process and the standard Mr. Rothwell has agreed to is a one-third reduction from what similar developments in Silver Lake would generate in traffic. It would involve taking relevant project types and producing traffic generation statistics and applying them to the portions in his project. Mr. Ross stated that because this is a project planned from conception to completion, a transportation system will include different levels of service at different times. He believed Mr.

Rothwell's expectation is that it may be an enhanced dial-a-ride system, and if this is insufficient to achieve the standard, he would have to do something more. The benefits to the town would be equivalent if he could reduce the traffic generation in Silver Lake by participating in an expanded system that serves Silver Lake and Pods A and B. Mr. Ross felt that one-third is achievable. In response to a question from Roger Harlan, Mr. Ross explained that there would be an analysis of project types in Silver Lake. The City Manager explained that the parking will be reduced by 25% but if UPCM can demonstrate that more reduction will work, Mr. Rothwell would be eligible to do that. Nora Seltenrich emphasized the importance of shared parking areas. She continued that most of the projects in upper Deer Valley have received parking reductions through the Planning Commission process and 25% seemed to make sense. Mr. Sincock noted that because Flagstaff is primarily bed base there is more of an opportunity to get people to use mass transportation and hoped that more than 25% could be achieved. Mr. Ross added that the remote parking\shuttle service for employees is not yet established but it obviously needs to be below the congestion part of the road. Chuck Klingenstein asked for language that Deer Valley employees use this location as opposed to other City facilities. Paul Sincock requested that half the parking be underground. The City Manager responded that it is not included with the enhancements because a bonus was not anticipated for this and parking determinations would occur at the MPD stage.

With regard to open space and trails, the assumption is that most of the back-country skiing would not be in Flagstaff per se, but in Wasatch County and Wasatch State Park. This would not be groomed trails but back-country skiing and the trail heads would all be on private property, and absent a provision for public access, there would be no assurance that anyone from this side could use them. Mr. Ross continued that this is a trail head development with limited parking with a provision for permit parking, and a shuttle service from various points so people could arrive there on public transit. Paul Sincock reported that the input he has received from Troy Duffin is to connect the trails in Bonanza with the trails in Park City and Deer Valley. There was again discussion about the 12 acres of open space dedicated to the City which is contiguous with the Colman Parcel; Mr. Rothwell distributed a computer-generated visual analysis of the area including the 12 lots on Prospect Ridge, leaving a one-half mile separation from the lowest residence to the top of Prospect Avenue. The Mayor suggested floating a balloon at the 7,800 or 7,900 elevation so that Council could get a better idea of where it is. Mr. Rothwell discussed some difficulty in floating a balloon as they don't last a very long time.

Mr. Ross stated that the presumption all along is that the area not be designated for development would be zoned ROS and there were standards for performance with respect to the sensitive areas. There wasn't a presumption of third party easements, but if this project goes forward Deer Valley will actually take over the open space. Bob Wells of Deer Valley has agreed to an open space perpetual easement assuring the protection of lands even in the event of a future zone changes. The Tuesday meeting addressed a Bonanza strategy including 300 acres of development and the golf course would have to be included within the 300 acres. Mr. Ross discussed the year-round trail system interconnecting Pods A and B and connecting those areas to Old Town. In response to a question from Ms. Kerr about the golf course development, Mr. Ross explained that if there were to be development in Wasatch County, the City wasn't taking a stand as to how it would be configured at this stage. Ms. Ross explained that developable acreage was determined at 400 acres on Tuesday and decreased to 300 acres on Wednesday.

The City Manager explained that the base line assumption for construction mitigation has been extensively discussed but the applicant has added that he will provide secure storage for equipment on site, and limits of disturbance and vegetation protection for the construction of public improvements which will be specified in the CC&Rs. The developer has agreed to a construction traffic routing plan which will be worked out with the Building Department. Nora Seltenrich stated that she attempted to break out the responsibility of the developer and the responsibility of the contractor. There is also a waste separation plan for recycled construction materials. Chuck Klingenstein brought up enforcement of remote parking for construction workers and Toby Ross explained that a construction management tool will be implemented City-wide with the implementation of the General Plan, and this specific requirement is putting people on notice by language in the CC&Rs. Ms. Kerr asked about funding the additional mitigation efforts, and Mr. Ross indicated that Mr. Rothwell has agreed to using a portion of the real estate transfer fee. Ms. Seltenrich noted that beyond that, the General Plan will require that a security be deposited up-front and if there are violations, that the amount be deducted. The Mayor expressed that he preferred not to use the transfer money to fund enforcement. Ms. Seltenrich described truck routing for the benefit of Roger Harlan.

The Mayor asked what 1% for the transfer fee would produce. Hank Rothwell explained that there has to be an assumption of how often properties might turn over and he estimated it may be estimated at 5% annually, although a study has not been performed and this seemed like a conservative number. This generated at build-out $300,000 to $400,000 annually. Mr. Sincock added that realtors have advised him that some single family properties turn-over as much as 20% in one year. There was a question about the home owners association holding the transfer fee funds. In response to a question from Roger Harlan about the transfer fee, Attorney Tom Clyde didn't feel this would be vulnerable from a litigation standpoint as much as the home owners association getting lax in enforcing it. He felt that if there are certain essential services that are paid for and the home owners are motivated to continue to provide, they will continue to collect it. Mr. Clyde acknowledged that he has not explored the mechanics of how it will work, but the fee will be part of the title report and it will be recorded, and collected by the title company when there are property transactions.

The City Manager discussed the single family dwellings and that there is general support for 15 units in both Pods A and B. Nora Seltenrich explained that there has been discussion with regard to Pod A of limiting developing above the 7,800 foot elevation, another suggestion was 7,900 feet, and Mr. Klingenstein suggested the improved road contour. Through illustration of a 200 scale map, Hank Rothwell pointed out the road location, and the 7,800 and 7,900 foot contours. Ms.

Seltenrich stated that the Planning Commission discussed 7,900 feet and requiring a cul-de-sac to meet the City standard of 600 feet. There was discussion about plowing the road for year-round access and Liz Josephson noted that the elevation of the current road is about 8,030 feet. Ms. Kerr stated that she didn't mind going down to the 7,800 foot level if there were height restrictions on the houses, rather than drawing an arbitrary line at 7,900 feet. Liz Josephson explained that everything shown on the illustration that is computer generated has been placed on the topography appropriately so that the volumetric of each unit is represented to the maximum. Paul Sincock noted that he wouldn't mind taking a drive on the road. The Mayor added that the impact of development in the area might be mitigated with a consistent architectural style. Liz Josephson stated that the illustration eliminates vegetation 20 feet around the homes; the photo was taken from Belleterre and more of the ridge is visible. Paul Sincock stated that the development will be visible despite the elevation. Nora Seltenrich reiterated that the intent of the Planning Commission was not necessarily to hide the development, but that there be enough of a separation from the existing development in Old Town. With regard to a question from Paul Sincock about the number of units in the area, Toby Ross stated that the MPD process would determine that.

With regard to employee housing, Toby Ross explained that Mr. Rothwell agreed to 15% on site and to a mixture of types in reasonable proximity to Park City. Paul Sincock felt that the requirement should be that the applicant provide "employee" housing for 20% of the employees generated by the project or 50% of his obligation, whichever is greater, and the balance be in "affordable" housing. Under the Rosenthal study, 20% will probably come out under 50% anyway. He would like to see as much of the employee housing on site as possible to cut down trip generation and there are some nights employees can not get off the hill. Toby Ross noted that he read Mr. Sincock's memo and believed that the distinction between employee and affordable housing is the size and style of housing. Paul Sincock explained that there so many square feet per employee to determine the obligation of construction at 250 to 300 square feet per person. He emphasized that 3/10ths of an employee will be generated for every bedroom and believed that there could be 900 employees. As time goes on, Ms. Seltenrich felt that affordable and employee housing could be defined. Roger Harlan recalled the affordable housing town homes in Telluride which seemed to work, however, the Flagstaff project may require seasonal type housing. He felt that some employee housing should be on site. There was no consensus on Mr. Sincock's 50% employee housing option.

Nora Seltenrich commented that originally the Planning Commission recommended that the 1,500 acres controlled by UPCM in Bonanza Flats be deed restricted to provide permanent open space, but the applicant would not agree to this alternative unless density was allowed in Pod D. An alternative is density in Pods A and B only and allow density bonuses, but still restricting Bonanza with a protection strip so that no access occurs in the future.

A second option is no restrictions or entitlement on Bonanza Flats, where the Council could approve an annexation with densities in Pods A and B and not address Bonanza Flats in any way. She continued that by not providing for a protection strip would allow a possibility in the future for some private road into other adjacent properties. An option would require a protection strip, but the applicant has indicated he would not agree to this condition because of interest in developing Bonanza in Wasatch County. If a protection strip is not required, there is room for discussion but there are real risks in terms of access not only to Bonanza but other developable properties in Wasatch County. In some of these scenarios the other property owners may not be interested in the annexation.

She continued that the third alternative is to not oppose limited development on UPCM's holdings in Bonanza Flats which was discussed at Council's last meeting. There is acknowledgment on the Council's part to not oppose up to 250 units in the Bonanza Flats area with Wasatch County, but Park City has input in its development. Ms. Seltenrich explained a table at the end of the memo which assumes if all 1,500 acres of Flagstaff is annexed and there is only development in Pods A and B, but if the other property owners drop out, then that number goes down proportionately and the table could be useful in determining a ratio. She explained that the assigned units in the table are partially based on acreage, partially on development expectations from the Planning Commission approval, and the kinds of units discussed. Ms. Kerr asked if the numbers worked for Mr. Rothwell. He responded that he wasn't sure because the third party property owners have not had an opportunity to review them. Nora Seltenrich reminded Council that he has not even had an opportunity to poll all of the property owners to find out if they are interested in an agreement that involves development in Bonanza rather than Pod D.

Dana Williams of Citizens Allied for Responsible Growth (CARG) explained that the group spent time addressing density bonuses, but determined that it is not its job and it is not fair to the applicant or the City. Given the changes in the course of negotiations of the project, CARG felt it important to convey its thoughts on the density issues and has attempted to weigh the value of the annexation against the impacts of the project, bearing in mind that this proposal needs to be realistic in order to be considered by the applicant. He continued that in the last 12 hours it has been determined that for CARG to micro-plan a project is not only unwise but inappropriate for the organization. Although CARG has been described as a vocal minority, members have talked to thousands of people in this town in the last year and comments are based on those expressed concerns. Mr. Williams continued that the density bonuses need to be true and calculated from the following criteria. A bonus should be a tangible concession by the applicant that is a benefit for the community. It is felt that trails, road improvements, employee housing, architecture, construction staging, and clustering of pods should be a part of the development and that the bonuses should be awarded on no development in Pod D, no development in Bonanza Flats, the alternative transportation system, the real estate transfer tax, and the advantage of annexation. CARG feels there could be bonus credits given other than densities, which include tax credits, forfeiture of the the City of the real estate transfer tax, and density buy-downs. People feel strongly that Bonanza Flats should be a passive recreational use only area, with no infrastructure in the form of roads and utilities, that it be deed restricted in perpetuity with a third party controlling the easement. The acceptable alternative transportation plan should be built during Phase 1 of the project and the bonuses on transportation be awarded after MPD approval. Mr. Williams added that since commercial uses have not been established yet in the area, the employee numbers aren't known. An employee generation study should be done at the MPD level when the actual number of employee units could be determined, which is similar to the study being conducted by the Park City Ski Area. CARG is unanimous about supporting the chapel. He urged the Council to provide a written confirmation with UPCM and the other land owners that they have come to terms. If this issue goes to the County, the density should be reevaluated prior to going to the County with significantly reduced numbers. The Mayor thanked Mr. Williams for his presentation.

He announced that Council has options today, including structuring a motion to move this along, however, he believes that this project has evolved in every discussion. He recommended that Council evaluate annexation under the new law, eliminating the May 5 dead line, to allow the Council more time to deliberate. Hugh Daniels stated that he has mixed emotions about pushing it much further as the applicant has extended it to May 13, 1997; he would be reluctant to postpone it past that date and the Council has made a lot of progress. His preference would be to make a decision but recognizes the complexities with the other property owners and the lack of a written proposal at this point. The sooner this can be completed, the better for everyone. Ms. Kerr indicated that she would not be opposed to a motion to continue action on this item tonight. Nora Seltenrich emphasized that the applicant has set a dead line of May 13, but from staff's perspective there needs to be clear direction before then so that an annexation agreement can be drafted. Chuck Klingenstein didn't mind continuing action for a week as long as there is discussion about the direction of Council. He had concerns about a private road into Bonanza as he doesn't want to be responsible for introducing infrastructure into that area, and can not support this proposal. He stated that he is back at Option No. 1. Paul Sincock didn't have a problem with continuing action for a week, but felt that May 8 should be the dead line to provide staff as much direction to formulate the documents supporting that direction. Roger Harlan pointed out the risk in delaying past May 5, but could support the continuation for a reasonable amount of time.

Mr. Ross distributed a work sheet. Hugh Daniels brought up the variations of Bonanza Flats, a decision on densities for Pods A and B, the 7,800 or 7,900 foot limitation, and the possibility of revisiting Pod D. It is his preference to have Bonanza Flats remain open, limited development in Pod D perhaps 20 units, 650 units in Pods A and B, and 7,800 feet on Prospect Ridge. Shauna Kerr stated she would like Bonanza Flats to remain open with no private roads. She disagreed with Mr. Daniels and couldn't support any development in Pod D because even with 20 homes, the infrastructure, roads and bridges would be required. She previously indicated a low number in Pods A and B because she discounted Bonanza and if there is nothing in Bonanza, she would be comfortable with the 600 to 700 unit range there. The 700 range would be appropriate if all of the houses are off of Prospect Ridge. If there are houses on Prospect Ridge, they should not be below the 7,800 foot elevation and Ms. Kerr relayed her appreciation of the open space above the Colman property as it is significant. The Mayor agreed that Bonanza should be left open as in the long term, there will be more pressure to develop it. He added that although he was against development in Pod D, in consideration of the complexities with the other property owners, he would not mind revisiting this issue for the open space and control. He felt that 650 units is appropriate for density for Pods A and B, 7,800 or 7,900 feet is not an issue for him, and it is crucial that the development occur in the City and not the County. Chuck Klingenstein reiterated that he is not interested in accommodating infrastructure in the Bonanza Flats area. He is willing to revisit Option 1 with regard to Pods A and B and taking a look at reconfiguring Pods A and B at the sacrifice of some of the ski terrain, as opposed to virgin turf above. He is open to going down the ridge in exchange for basically getting Pod D eliminated. He stressed that the County and City have been consistent in the 1:40 formula and that is what is currently in place. Mr. Klingenstein stated he would start at 310 and could increase to 750 units in consideration of performance criteria. Paul Sincock felt that he would not want to have a road or development in Bonanza and didn't want to invite further growth and impacts to the City. He doesn't want any development in Pod D and would entertain expanding Pods A or B. Mr. Sincock didn't have a problem with single family and could support a 15% maximum. He suggested 650 to 750 units in Pods A and B; 750 only if Bonanza Flats is protected. In lieu of building in Pod D, he suggested a cash buy-down which could be a combination of in-lieu fees or a cash payment funded through a bond issue. He emphasized that 100 lots there is unacceptable to him. Mr. Sincock indicated that 7,900 feet is acceptable to him but could support bringing it down lower if it kept development off of Pod D. Roger Harlan stated the importance of the project being developed within the City's jurisdiction. If it is developed in the County, the City will still receive the impacts with no financial benefit which is unacceptable. Mr. Harlan didn't have a strong feeling about 7,800 or 7,900 feet and didn't know if there could be negotiation about the height of the homes in the lower elevation. He added that he could support increasing his earlier number of 550 to 650 units in Pods A and B, because of the enhancements. Mr. Harlan indicated that he has ambivalent feelings about Bonanza Flats and would be open to revisiting Pod D, but would prefer not to have development there. The Council decided to cancel its special meeting on Friday, and rescheduled a special work session on Tuesday, May 6 at 2 p.m.

Sandstone Cove annexation. Nora Seltenrich stated that the current proposal is for 16 lots while the Planning Commission approved 18 lots. Ms. Seltenrich pointed out that Council has received draft agreements relating to this annexation. Chuck Klingenstein added that he requested additional language regarding water service serving Sandstone and it not induce new development in adjacent areas. Ms. Kerr suggested a sentence on Page 2 of the resolution under Subsection 4 of Section 4, "The water tank is not intended to serve property that is not presently, or by this action, incorporated within the City limits and is not intended to induce further property to annex into the City limits". Paul Sincock asked if this means not intending to annex Mountain Top. Chuck Klingenstein stated that the annexation declaration doesn't anticipate annexation of Mountain Top. Ms. Seltenrich advised that there is a pending annexation application from Mountain Top. Paul Sincock added that he is attempting to facilitate a resolution between Norman Rossman and Mountain Top over a dispute over the water line easement which encroaches on Mr. Rossman's property. Mountain Top has agreed that it will move the water line, provided the City renders an easement on its open space. The other option is that Mountain Top be allowed to hook into City water and pay the fees and there be expressed limitations on access to water service to other lots. Paul Sincock stated that another option would be utilization of the Sandstone Cove tank and annexation of Mountain Top. This is a Council decision which will be reviewed soon. Mr. Sincock emphasized that Mountain Top can hook into City water without using the Sandstone Cove tank. Toby Ross noted that the language places Council on record as saying that it has no obligation to deliver water to anyone outside of this subdivision and the tank is sized for this project. Mr. Klingenstein stated that he believes the project belongs in the City and now that the General Plan is completed, he feels comfortable with the proposal. Shauna Kerr reported that she received a letter from Vince Donile who wanted the project relocated down the site. Jerry Jackson, developer, indicated that he has contacted Mr. Donile verbally and in writing about restricting the building heights on Lots 2, 3 and 4. Mr. Sincock indicated that Mr. Donile now felt comfortable with this proposal. Mr. Jackson indicated the adjusted heights to be 25 feet maximum and the height restrictions are addressed in the CC&Rs. Ms. Kerr found an error in the Annexation Agreement in Section 3, noting that the MPD is valid for one year and not for two years.

Prepared by Janet M. Scott

Annexation Process Options

The minimum legal requirements for annexing prior to May 5, 1997 are an annexation boundary declaration, resolution and plat reflecting the appropriate boundaries prepared by a qualified professional and a positive super-majority vote of the council. Traditionally, Park City has additionally used annexation agreements to establish the entitlements and obligations associated with an annexation and has, by ordinance, amended the Zoning Map to affect the annexed property. The applicant is understandably unwilling to annex without an annexation agreement. Since, at this time, we know neither the boundary of the annexation nor the terms of an annexation agreement, it would be logistically very difficult to complete the annexation process by Sunday.

Two significant things happen if we pass May 5 without annexation.

1. If the applicant has a valid application and decides to continue, we would re-notice the petition and upon notice, a 60 day protest period would commence. Eligible protestants are limited by statute principally to a) property owners outside the city and outside the proposed annexation area representing 25% of the unincorporated land within one-half mile of the annexation and b) affected governmental jurisdictions. The current application would have to be modified slightly to meet the future requirements.

2. A property can be annexed with a simple majority vote of the council.

If Park City and the applicant cannot complete the annexation process before May 5, the applicant has agreed to continue the process provided the council agrees to:

- complete the preliminary review and direction (the small number of remaining items including density) by May 13, 1997; and

- act on an annexation agreement immediately after the protest period ends.

Issues and Standards

Introduction

In their discussions of appropriate densities for Pods A and B, council members cited several items that may warrant consideration of additional density above a base level. However, on Tuesday those items had not been adequately defined. These items include: Enhanced Transportation and Traffic Mitigation; Open Space and Trails; Construction Mitigation; Real Estate Transfer Fee; Single Family Dwellings; and Employee Housing. Staff worked with the applicant to define standards for performance that the applicant is willing to meet. These standards would be generally described in an annexation agreement and formally implemented through the MPD process.

1. **Enhanced Transportation and Traffic Mitigation**

Baseline Assumptions
The developer has agreed to provide the following to reduce the traffic generated by the project:

- Provide a base level of van and shuttle service including but not limited to: circulator service between Pods A and B and a designated City transit connection; airport shuttles; employee shuttles to remote employee parking; and guest shuttles to key destinations such as Main Street, Silver Lake and recreational trail heads.
- Construct road and intersection improvements to increase the capacity of Highway 224 and the intersection of Marsac and Deer Valley Drive.

Enhancements
- Reduce the traffic exiting Pods A and B by one-third as compared to similar uses in Silver Lake Village. A baseline study would be conducted in Winter of 1998 which would be used to monitor performance. Service levels would be adjusted to assure that this goal is achieved. The applicant would pay capital and operating costs of enhanced service. If the service is provided by the City, contributions could be used to improve service to Silver Lake provided that a proportional reduction of traffic is achieved on Guardsman Pass/Marsac Road entering Old Town.

- Reduce the parking provided in the project by at least 25% as compared to the requirement in the Land Management Code.

- Charge a fee for parking for all commercial and short-term residential uses.

- Provide remote parking for employees.

- Provide shared parking in all commercial, short-term residential and mixed use buildings (assigned or reserved spaces prohibited).

2. **Open Space and Trails**

Baseline Assumptions
As a part of the Flagstaff Annexation application, the applicant agreed to:

- Construct and maintain trails interconnecting Pods A and B and connecting those areas to the Old Town provided that the City provides a suitable alignment on the lower portions of Prospect Ridge (the property owned by PCMC).
- Construct and maintain summer trails throughout the property for biking and hiking.
- Zone all areas not developed as Recreation Open Space.
- Keep development out of significant wetland and wildlife areas such as the Lady Morgan Springs area.

Enhancements

- Provide and regulate trail heads for public access to back country skiing in Wasatch County. Parking at the trail head would be regulated by a permit system. Free shuttle service would be provided to the trail heads.
- Dedicate the area below (north of) Pod A to the City as an addition to the Coleman purchase.
- Dedicate an open space easement for land not designated for commercial and residential development to assure that the land permanently open. Different sections of this land would have different provisions in the open space easement (i.e. ski terrain, wildlife habitat, sensitive lands).
- Restrict any residential or golf course development in Bonanza Flats to no more than 300 acres. Preserve the balance of the UPCMC land (about 1200 acres) in permanent open space.
- Construct and maintain a year-round trail system interconnecting Pods A and B and connecting those areas to Old Town.

3. **Construction Mitigation**

Baseline Assumptions

The developer is willing to provide measures to mitigate the impact of construction. These measures will be reflected in CC&R's of each development parcel. The conditional use review for each development parcel will specify site and development specific mitigation measures. The applicant agrees to:

- Limits of Disturbance and Vegetation Protection for the construction of public improvements.
- Reuse of on-site materials to include a batch plant.
- Provision of a construction staging and stockpile area at the Daly West site.
- Construction traffic routing restrictions.
- Dust and soil monitoring and control as required by a Phase 2 environmental assessment.

Developers of individual sites will be required to:

- Provide secure storage for tools and equipment on-site.

- Limits of Disturbance and Vegetation Protection.
- Traffic routing restrictions.

Enhancements
The applicant agrees to:
- Provide remote parking for construction workers.
- Further study limiting deliveries and heavy equipment traffic to off peak hours on weekdays.
- Provide on site waste separation and work with Park City Recycling Center and Recycle Utah to recycle construction material.

4. **Real Estate Transfer Fee**

The Real Estate Transfer Fee of 1% is considered an enhancement and will be used as follows:
- 50% to the Master Property Owners association to assist in funding Transit and Open Space maintenance.
- 50% to Park City Municipal Corporation to assist in funding Transit and Open Space Acquisition.

5. **Single Family Dwellings**

Baseline Assumptions
In Pods A and B, the developer agrees to limit single family to:
- 15 single family parcels in Pod A, above the 7800 elevation line.
- 15 "cottage" units in Pod B.

Enhancements
The developer would consider further limiting the location of single family development in Pod A. Limiting development to south of the proposed road would not allow sufficient room for the single family development being requested. The applicant will have visual analysis and alternatives for discussion by the Council at the work session on Thursday.

6. **Employee Housing**

Baseline Assumptions
- The applicant agrees to provide 10% employee/affordable housing as required by the City's Annexation Policy.
- The applicant agrees to further explore placing employee housing at the Judge Tunnel site.

Enhancements

- The applicant agrees that 25% of that 10% requirement be on site in the form of manager's units.
- The applicant agrees to provide a mix of employee and affordable housing units in reasonable proximity to Park City.

7. **Bonanza Flats Options**

In order for the Council to arrive at appropriate densities for the Flagstaff Annexation, it is important to consider options for dealing with the Bonanza Flats area. Some options may include:

1. Bonanza as restricted Open Space

   Assuming an agreement can be reached with Wasatch County, the 1500 acres controlled by UPCMC in Bonanza Flats would be deed restricted to permanent open space and the City would retain a protection strip to maintain access control.
   - The applicant would not agree to this alternative unless density were allowed in Pod D.
   - Would result in more units being allowed in Pods A and B.

2. No restrictions or entitlement on Bonanza Flats

   The Council could approve an annexation with density in Pods A and B only without addressing future development on UPCMC lands in Bonanza Flats and:

   a. require that a protection strip be provided to restrict future private access opportunities
      - The applicant would not agree to this condition.
      - Park City would retain the right to comment on an application as it is processed through Wasatch County.
      - The "other" property owners are likely to drop out of the annexation.

   b. not require a protection strip thereby retaining an opportunity for future private access to adjoining lands.
      - UPCMC may agree with this alternative, but it is likely that the "other" property will withdraw from the annexation.
      - Results in an unknown of the future impacts to Park City.
      - Park City would retain the right to comment on an application as it is processed through Wasatch County.

3. Not oppose limited development on UPCMC's holdings in Bonanza Flats

   As discussed earlier in the week, the applicant would consider development in Pods A and B only in Flagstaff if the Council would agree to allow UPCMC to pursue an application in Wasatch County and agree to allow private access through the annexation to adjacent lands.
   - Density in A and B may be lower.

- Will probably result in development in Wasatch County which will access and impact Park City.
- May facilitate development of properties not controlled by UPCMC in Wasatch County.
- Some or all of the "other" property owners may drop out of the annexation.

In this alternative, there is a possibility that some or all of the "other" property owners may withdraw from the annexation and pursue annexation separately, or seek approval from Wasatch County. If that occurs, the density for Bonanza, could be adjusted based upon the following:

Property	Assigned Units	Notes
New Quincy/LB	64	
PC Star/Burns	12	
Deer Valley	0	Combined with UPCMC
Brandsford	16	
Mayflower	30	
Mayflower/UPCMC	0	Split between Mayflower and UPCMC
UPCMC	128	
Total	**250**	

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 1, 1997

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, May 1, 1997. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; Eric DeHaan, City Engineer; and Jodi Hoffman, City Attorney.

II PUBLIC INPUT

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

III COMMUNICATIONS FROM COUNCIL AND STAFF

Customer service award - Council member Shauna Kerr expressed her pleasure to present the Customer Service Award for the first quarter. This is an individual that she has personally received positive comments about as a ski hostess at Deer Valley from several ski clubs and hundreds of skiers who have experienced the "magic bus". She read a letter from Transportation Director Hope Bleecker who commented on the high caliber of the work force on the transportation team, and the fact that every year she continually receives compliments on a temporary bus driver, Destry Pollard. Ms. Bleecker described Mr. Pollard's entertaining personality which is appreciated by bus patrons and wrote that he is kind, courteous and sensitive of their orientation needs and general welfare. The letter continued that it is an honor to have Destry as an employee. Ms. Kerr relayed a story involving some Deer Valley tourists who abandoned their plans and rental car to ride the bus with Destry. The Mayor presented him with a trophy and a gift.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF APRIL 17, 1997

Hugh Daniels corrected Page 6 of the Minutes, eliminating the word "Deputy" from City Recorder. Paul Sincock, "I move approval of the Work Session Notes and Minutes of the Meeting of April 17 1997, as corrected". Chuck Klingenstein seconded. Motion unanimously carried.

V CONSENT AGENDA

The Mayor read the Municipal Clerks Week resolution into the record, and presented City Recorder Jan Scott with a bouquet of flowers from the Council, in appreciation of her efforts. The Mayor requested a motion to continue Item 2 until next week. Paul Sincock, "I so move". Shauna Kerr seconded. Motion unanimously carried. The Mayor requested a motion to approve Item 1 and Item 3. Shauna Kerr, "I move approval of Consent Agenda Items 1 and 3". Hugh Daniels seconded. Motion carried unanimously.

1. Resolution proclaiming the week of May 4 through May 10, 1997 as Municipal Clerks Week in Park City, Utah - See attached.

2. Award of contract to Warren Construction for Phase I improvements for the Library and Education Center Reading Garden in the amount of $44,795 - See following staff report and work session notes. This matter was continued by motion.

3. Authorization to Recreation Department to execute a one-year renewal with Park City Specialty Foods, Inc. for the operation of a food concession at the Park City Golf Course - See staff report and work session discussion.

VI NEW BUSINESS

1. Consideration of a contract with Cache Valley Electric in the amount of $352,333.31 for the construction of traffic signals and related road work at the intersections of Bonanza/Deer Valley Drive, and Bonanza/Kearns - See staff report and work session notes. Hugh Daniels understood that UDOT's contribution is over and above this amount. Mr. DeHaan discussed the hardware and estimated its value at $30,000 although it is difficult to estimate because UDOT is the only supplier. Mr. Daniels recalled another UDOT contribution being discussed and Mr. DeHaan clarified that UDOT would be willing to fund these projects in their entirety if the City were willing to wait until its scheduling on a priority list. Mr. DeHaan felt that the projects will occur in June and July. Mr. Harlan asked if UDOT's priorities would change because of Park City's involvement in the Olympics. The City Engineer didn't feel that the Olympics enter into decisions regarding warranted signals and indicated Park City's low priority compared to other intersections in Salt Lake City. Paul Sincock, "I move approval of the contract with Cache Valley Electric in the amount of $352,333.31 for the construction of traffic signals and related road work at the intersections of Bonanza/Deer Valley Drive, and Bonanza/Kearns". Hugh Daniels seconded. Motion unanimously carried.

2. Deliberation and possible action on Sandstone Cove annexation petition and amended Annexation Policy Declaration, approximately 80.13 acres located east of SR224 and northwest of Ridgeview and Mountain Ridge Subdivisions, within the Park City Annexation Boundary, and authorization for the Mayor to execute an annexation agreement in substantially the same form as attached - See staff report and work session comments. The Mayor requested a motion for approval.

Hugh Daniels, "I so move with the inclusion of the comments made at work session that will go into the 'substantially same form'". Chuck Klingenstein seconded and noted that he wanted to make sure that the additional sentence in Subsection 4 of Section 4 of the Annexation Agreement and the change in the one year expiration of the MPD be made. The Council agreed with Jodi Hoffman that the height restrictions on Lots 2, 3, and 4 should also be included in the agreement and that it reflect the language in the CC&Rs. Roger Harlan went on record as supporting the Sandstone Annexation which creates 30.8 acres of open space. He believed it important to mention that a vital fire protection buffer and other fire suppression measures will be implemented to protect homes and landscaping. There is also a beneficial tax benefit to the City. Motion carried unanimously.

3. Deliberation and possible action on Flagstaff annexation petition and amended Annexation Policy Declaration, approximately 1,550 acres located at the southwestern corner of Summit County, within the Park City Annexation Declaration Boundary, and authorization for the Mayor to execute an annexation agreement in substantially the same form as attached - The Chair entertained a motion to continue this item for a week. Hugh Daniels, "I move to move this item to the meeting of May 8". Chuck Klingenstein seconded. Motion unanimously carried.

VII ADJOURNMENT

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

* * * * * * * * * * *

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

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder

PARK CITY
1884

Resolution No. -97

RESOLUTION PROCLAIMING THE WEEK OF MAY 4 THROUGH MAY 10, 1997 AS MUNICIPAL CLERKS WEEK IN PARK CITY, UTAH

WHEREAS, the Office of the Municipal Clerk, is a time honored and vital part of local government, having existed in the state of Utah for over 100 years by maintaining essential records that have provided important historical accounts; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens and the city, and agencies of government at other levels; and

WHEREAS, the Municipal Clerk has pledged to be ever mindful of neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on projects, programs and events of local government and the community; and

WHEREAS, the Municipal Clerk continually strives to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops, institute and academy classes, and the annual meetings of the State Association and international professional organizations;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Park City, Utah declare the week of May 4 through May 10, 1997 as:

MUNICIPAL CLERKS WEEK IN PARK CITY, UTAH

and further encourages all municipalities in the state of Utah to show their appreciation to their Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

PASSED AND ADOPTED this first day of May, 1997.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, City Recorder

COUNCIL AGENDA REPORT

DATE: April 14, 1997
DEPARTMENT: Leisure Services
AUTHOR: Pace Erickson
TITLE: Library/Education Center Reading Garden
TYPE OF ITEM: Award of Contract

SUMMARY RECOMMENDATION: Award contract to Warren Construction for Phase I improvements for the Library and Education Center Reading Garden in the amount of $44,795.00.

DESCRIPTION:

The Parks Department solicited bids last Fall for the construction of the Library and Education Center Reading Garden. One bid of $89,000.00 was received, which was much higher than our budget of $45,000.00. It was agreed that we would wait until Spring to re-bid the project in hopes we would receive a greater interest.

The project was re-opened for bid this Spring and again only one bid was received in the amount of $90,610.00. Staff feels that with all of the construction going on in Park City and the Wasatch Front we are in a builders market, thus the low bid turnout, and higher than anticipated cost.

We have adjusted the scope of the project to fit within the original project budget. The following list of items would complete the hard scape surfaces as well as most of the other infrastructure. This does not include any plant materials, with the exception of one 2 1/2" Caliper Maple

Bid Item #	Description	31 March 1997 Bid Amount
1.	Demolition	$4992.00
2.	Finish Grading & Topsoil	$3100.00
5.	Irrigation System	$5200.00
6.	Lawn-Sod (to repair disturbed areas)	$ 500.00
9.	Trees (1-2 1/2" Cal.)	$ 420.00
10.	Install Benches (12)	$1500.00
11.	Metal Railings	$4400.00
15.	Tree Grates (2)	$2200.00
16.	Concrete Paving (Flat work) & Subgrade	$2800.00
17.	Concrete Pavers (on sand) & Subgrade	$15673.50
18.	Concrete Squares (15"x15")	$1800.00
22.	Relocate Existing Trees	$1360.00
AA-2	Water Stub, Drain Stub, Power and Wiring for Future Plaza Lights and Fountain	$ 850.00

Total..$44,795.50

The City portion of the project budget is funded from two sources, $30,000 CIP fund and $15,000 from the Parks Department carry over fund. In addition the Friends of the Library have raised $17,000 for benches, trees, and paver stones. The remainder of the project could be completed in future years through the capital improvement fund, donations, etc., or the City Council could choose to allocate additional funds to complete the project this Spring.

ALTERNATIVES:

A. Award the contract with the adjusted scope in the amount of $44,795.50.
B. Award the full contract in the amount of $90,610.70.
C. Re-bid the project.
D. Do nothing.

SIGNIFICANT IMPACTS:

$45,000.00 has been allocated to the Reading Garden Project. If Council choose to award the full contract to would require an additional $45,610.70 that has not been budgeted in this years CIP Budget.

CONSEQUENCES OF NOT TAKING RECOMMENDED ACTION:

The Reading Garden Project is a joint venture between Park City and the Friends of the Library. The public has donated a portion and by further delaying it may create a public relations issue with the citizens who have   funds for the project.

RECOMMENDED ACTION:

Staff recommends approval to award the contract with the adjusted scope of the project in the amount of $44,795.50 to Warren Construction.

PARK CITY LIBRARY
1255 Park Avenue
P.O. Box 668
Park City, Utah 84060
801-645-5140

MARCH 27, 1997

Bradley Olch
2571 Lucky John Drive
Park City, UT 84060

The following trees have been pledged from the Mayor's Tree Fund!

4 Columnar Aspen @ 300.00
1 Norway Maple @ 500.00 - 800.00

The Park City Library & Education Building Reading Garden Project wishes to thank the Mayor's Tree Fund for their very generous contribution & interest of the Reading Garden Project.

Sincerely,
Virginia A. Valloz

PARK CITY 1884

DATE: 4/28/97
DEPARTMENT: Recreation
AUTHOR: Greg Cunningham
TITLE: Golf Cart Concession Renewal
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: **Authorize the Recreation Department to execute a one-year renewal with Park City Specialty Foods, Inc. for the operation of a food concession at the Park City Golf Course (see Exhibit A).**

DESCRIPTION:

A. Topic: Golf course food concession.

B. Background: Specialty Foods has operated the concession for two seasons. An RFP was advertised for two weeks in April and Specialty Foods was the only submission.

C. Analysis: The proposed renewal represents an increase in rental rate to $465 per month (from $425), plus 10% of banquet and on-site catering sales. The new agreement contains a renewal clause, which allows the City, at its option, to renew the agreement annually for up to two more years with rent to be negotiated by the parties on an annual basis. The renewal right must be exercised by the City by January 31st of each year. This clause was inserted to avoid the necessity of requesting new bids every year, but capped at three years (total) so as to assure continued competition for the concession.

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

ALTERNATIVES:

A. Approve the Request: Authorize the Recreation Department to execute a concession agreement, substantially as shown as Exhibit A and in a form approved by the City Attorney with Park City Specialty Foods, Inc. for the Park City Golf Course Food Concession. This is the recommended action.

B. Deny the Request: Direct staff to continue to negotiate with Specialty Foods.

C. Continue the Item: If you or the public has questions regarding this matter that are not addressed in this report and cannot be addressed at the meeting, the Council should continue this matter to the next meeting and remove the item from the consent agenda. However, action is requested so that the concession is operating for the opening of the golf course.

SIGNIFICANT IMPACTS: The renewal represents a modest revenue increase for the City, and assures the City of a professional concession service through the 1997 golf season.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: The City risks not having an operating concession for the opening of the golf course.

RECOMMENDATION: Authorize the Recreation Department to execute a concession agreement, substantially as shown as Exhibit A and in a form approved by the City Attorney with Park City Specialty Foods, Inc. for the Park City Golf Course Food Concession.

EXHIBIT A

CONCESSION AGREEMENT
PARK CITY GOLF COURSE

This Agreement is made and entered into as of this ____ day of May, 1997, by and between PARK CITY MUNICIPAL CORPORATION (hereinafter "City") and PARK CITY SPECIALTY FOODS, INC. ("Concessionaire").

WITNESSETH:

WHEREAS, the City owns an area known as Park City Municipal Golf Course [hereinafter "Golf Course"] which is open and available to the residents and visitors of Park City for recreation; and,

WHEREAS, the City desires to have available on the Golf Course food and beverage refreshment available to the users of the Golf Course; and,

WHEREAS, Concessionaire desires to sell food and beverage refreshment on the Golf Course and renew the contract executed between the parties last year; and,

WHEREAS, Concessionaire agrees to conduct said food and beverage refreshment business in a professional manner pursuant to the terms and conditions herein set forth,

NOW, THEREFORE, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto do hereby agree as follows:

1. **Description of Concession** During the term of the agreement, the Concessionaire will be granted the non-exclusive right, on the Golf Course, to operate a food concession business, serving food and beverages to patrons of said Golf Course. The scope of service shall be as specified in the proposal attached hereto as "Exhibit A" unless otherwise specified herein.

2. **Term** - The term of this Agreement shall be for the 1997 Golf Season, unless renewed pursuant to the terms herein. At the City's option, the City may renew this Agreement for up to two additional one-year terms by so notifying the Concesionaire in writing by January 31st preceeding each Golf Course season. In no event shall this Agreement be renewed beyond December 31, 1999.

3. **Rent** - Concessionaire agrees to pay the City as rent for the use of the premises the sum of Four Hundred and Twenty-Five Dollars ($465.00) per month beginning opening day and on the first day of the each month during the term. The rent shall be paid to the Park City Municipal Corporation, Park City Golf Course, P. O. Box 2067, Park City, UT 84060. The rent shall be pro-rated for any partial month. Any payment not made within fifteen (15) days of due date shall automatically bear interest at the rate of eighteen (18) percent per annum from the date payment became due. Daily closings because of weather will not affect this monthly rent.

4. **Commission** - Concessionaire agrees to pay as commission on tournament banquets and any on-site catering the sum of 10% of gross sales less the sales tax payable on sales from Golf Course booked events. Payment for the banquet will be made by the tournament sponsors to Concessionaire. Concessionaire shall supply detailed financial information on the banquet or catering and shall pay Golf Course's commission each month with the rent payment.

5. **Security Deposit** - Concessionaire agrees to pay a security deposit of first and last month's rent in the amount of $930.00 upon the execution of this Agreement.

6. **Accounting**. Tenant shall provide City with an accurate accounting of their operation by November 15, 1997, to include the following information:

(A) The actual number and dates of banquets catered by Concessionaire.

(B) Total gross receipts from sales.

(C) A profit or loss statement.

7. **Authorized Use** - Concessionaire is granted the right to operate "Park City Specialty Foods" food and beverage concession. Concessionaire may sell beer, provided that Concessionaire secures proper licenses and complies with all federal, state and municipal laws and ordinances. Sales or service of beer or any other alcoholic beverage is governed by Paragraph 16 below.

8. **Payment of Taxes and Other Assessments** - Concessionaire shall pay all taxes and other assessments for its business during the term of this concession agreement. Concessionaire shall pay all sales or other taxes assessed on the operation of the concession business.

9. **Insurance and Indemnity** - The Concessionaire covenants and agrees to indemnify, hold harmless and defend the City, its agents and employees from all fines, suits, claims, demands, and actions of any kind including attorneys' 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 persons or property.

Concessionaire agrees to maintain a comprehensive general liability insurance policy naming the City as an additional insured satisfactory to the City, protecting both the Concessionaire and the City against public liability, products liability and property damage. Concessionaire is required prior to the execution of this agreement, to furnish to the City a certificate of insurance certifying coverage in the following minimum amounts:

A. Public Liability
Each person - $1,000,000
Each occurrence - $2,000,000
This shall include but not be limited to products liability.

B. Property damage
Each Occurrence - $250,000

Said Certificate of Insurance shall provide that the City shall receive 30 days written notice of cancellation.

Concessionaire shall also carry a policy of dramshop liability insurance in an aggregate amount of at least ($1,000,000.00) per person and ($500,000.00) per incident or occurrence or a greater amount if required by the State of Utah.

Concessionaire shall also carry and provide proof to the City of payment of Workman's Compensation premiums for all employees.

10. **City Liable only for Negligence** - Except where caused by City's negligence, City 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.

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

12. **Waiver of Covenants** - It is agreed that the waiver of any of the covenants of this concession 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.

13. **Hours of Operation** - The Concessionaire will have the concession open for business to the public during the season the Golf Course is open to the public. The exact dates and hours the concession will be open by the Concessionaire are the same as those for the Golf Course operation.

14. **Type of Operation** - Concessionaire agrees to maintain and operate the concession in a first-class manner and will keep the premises in a safe, clean, orderly and inviting condition at all times. The concession is to be operated as a convenience to the Golf Course patrons, therefore all food, drinks, beverages, confections and other items sold or kept for sale under the concession will be of high quality and pure. All food and merchandise kept for sale will be subject to inspection by the City. The service will be prompt, sanitary, courteous and efficient.

15. **Concessionaire's Employees** - The Concessionaire will agree to retain an active, qualified, competent and experienced employee at the concession to supervise the concession operations. The Concessionaire agrees to be an Equal Opportunity Employer and will hire qualified employees without regard to religion, creed, color, sex, age, national origin or handicap status. The employee must be authorized to represent and act in behalf of the Concessionaire.

The Concessionaire's employees will be clean, courteous, efficient, and neat in appearance. The Concessionaire will not employ any person or person, in or about the premises who shall use improper language or act in a loud, boisterous or otherwise improper manner. The Concessionaire agrees to dispense with the services of any employee whose conduct the City feels is detrimental to the best interests of the City.

16. **Laws, Ordinances, Etc.** - The Concessionaire will obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations. The Concessionaire will further agree to follow recommendations of the County Board of Health.

17. **Garbage Disposal** - The Concessionaire will provide and use suitable covered receptacles for all garbage, trash, and other refuse on or in connection with the concession. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the Golf Course or surrounding premises, will not be permitted and must be removed daily to designated dumpster.

18. **Quality, Price and Product Control** - The Concessionaire will serve and dispense first-quality foods and products in adequate portions, at prices which are reasonable and comparable to those maintained at other similar food dispensing concessions in Park City and Summit County.

19. **Alcoholic Beverages** - Concessionaire may only sell beer or wine coolers which have an alcohol content of 3.2% and all beer or wine coolers must be distributed or dispensed by the Concessionaire in cans or bottles packaged by the manufacturer. Additionally, Concessionaire must comply with all federal, state and municipal laws and ordinances relating to alcoholic beverages, beer or liquor. Prior to any beer sales, Concessionaire must obtain the appropriate Park City beer license(s) and provide proof of the required Dramshop coverage.

20. **Party at Fault** - In the event either party shall enforce the terms of this concession by suit or otherwise, the party found to be at fault by a court of competent jurisdiction shall pay the cost and expense thereto including reasonable attorney's fees.

21. **Failure to Perform Covenant** - Any failure on the part of either party to this concession to perform any obligation hereunder and any delay in doing an act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or act of God, or any similar cause beyond the control of the parties so failing to perform. To the extent and for the period that such cause continues, save and except under the provisions of this paragraph, shall not excuse a non-payment of rent hereunder on its due date.

22. **No Assignment Without Prior Consent.** - The covenants and agreements contained within this license shall apply to the benefit of and be binding upon the parties hereto and shall not be assigned without the prior written consent of the City.

23. **Time** - Time is of the essence of this concession and every term, covenant, and condition herein contained.

24. **Paragraph Headings** - The paragraph headings as to the contents of particular paragraphs herein are inset only for convenience and are in no way to be construed as part of such paragraphs or as a limitation in the scope of the particular paragraph to which they refer.

25. **Notices** - Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and registered and addressed to the below-listed address of the party or to such other address as the parties may from time to time designate in writing.

Park City Municipal Corp. P.O. Box 1480 Park City, Utah 84060	Bradley Grieve 133 Webster Court Park City, Utah 84060

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch

Attest:

____
Jan Scott, City Recorder

Approved as to form:

____
Mark Harrington, Asst. City Attorney

CONCESSIONAIRE

____
Name: ______________________________________
Position: ______________________________________

STATE OF UTAH)
SS
COUNTY OF)

On the ____ day of May, 1997, personally appeared before me Bradley Grieve who did say that he is the _______________ of Park City Specialty Foods, Inc., and that the foregoing Concession Agreement - Park City Golf Course was signed in behalf of said corporation by authority of a resolution of its board of directors; and said Bradley Grieve acknowledged to me that said corporation executed the same.

____
Notary Public

K:\LEGAL\MH\AGREE\GOLFCART.97

PARK CITY
1884

CITY COUNCIL REPORT

DATE: May 1, 1997
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, P.E.
TITLE: Consideration of Contract for Construction of Two Traffic Signals
TYPE OF ITEM: Approval of Construction Contract

Eric DeHaan

SUMMARY RECOMMENDATIONS: Authorize the City Staff to enter into an agreement with Cache Valley Electric Company in the amount of $352,333.31 for the construction of two traffic signals.

DESCRIPTION:

A. Topic: This item is the construction contract for the reconstruction of the intersection of Bonanza/Monitor/Kearns and for the installation of the signal at Bonanza/Deer Valley Drive. A copy of a sketch showing the final design of each of these intersections is attached.

B. Background: On October 24, 1996, the City Council authorized the staff to hire MK Centennial, a traffic engineering firm, to complete the design for these two intersections and advertise them for bids. The two intersections are the location of many of Park City's serious and/or numerous traffic accidents, and our "3 Intersection Study" recommended a signal at Bonanza and Deer Valley Drive. Additionally, the traffic analysis for the expansion of the Park City Mountain Resort base supports the reconstruction of the two Bonanza intersections because making these improvements will allow some peak-hour traffic to be siphoned away from the very busy intersection of Empire and Park Avenue. The improvements at that intersection are being handled by UDOT in a separate process.

C. Analysis: MK Centennial estimated the construction cost at about $245,000.00. An effort was made to contact all the contractors in Utah and Idaho who routinely bid and construct signalized intersection work. A copy of the plan holder list is attached. Unfortunately, only two qualified bidders submitted bids, as shown on the attached Bid Abstract. Bids were received from Cache Valley Electric Company at $352,333.31 and from Mountain States Construction at about $441,000.00.

Available Capital Improvement Resources in the current budget (FY'97) would cover most of Cache Valley's bid. The relevant accounts are 31-42112 [Bonanza/Deer Valley Drive Signalization] which has a carry forward balance of $104,489 and account 31-44032 [Bonanza/Kearns Intersection] which has a carry forward balance of $190,000. Engineering costs of $49,000 are already encumbered. (The $49,000 reflects our previous agreement with MK Centennial.) The capital shortfall is therefore $107,511. (This figure represents the bid from Cache Valley at $353,000 plus the $49,000 engineering cost less the carry forward amounts of $104,489 and $190,000.00.)

The Council's FY'98 budget will show an appropriation of $110,000 in FY'98 (which starts July 1) to cover the shortfall. The improvements are eligible for impact fees, which are anticipated to cover the new $110,000 appropriation, if the Council approves that appropriation.

The Council can certainly elect not to enter into the contract with Cache Valley Electric because the FY'98 budget hasn't been adopted yet. However, the staff feels that with the I-15 construction in the valley there is virtually no chance of getting a lower bid in the future. Also, Cache Valley is extremely experienced at this type of construction. Further, letting a contract now would best fit the window prior to UDOT's overlay of the Belt Route (Deer Valley Drive) this August. Incidentally, Cache Valley was the subcontractor who handled the installation of the Payday Drive/224 signal in 1993.

D. Department Review: Community Development has coordinated the project design with Public Works. The financial aspects have been coordinated with Administrative Services. UDOT has approved the design. The Police Department supports the project as an effort to mitigate the existing traffic and safety problems.

ALTERNATIVES:

A. Reject the Bid: This will virtually eliminate the opportunity to accomplish the intersection improvements at the Cache Valley price because of the inflationary effects of the I-15 and other UDOT projects. However, it would free up the existing budgeted funds for other purposes, except for the encumbered engineering contract amount.

B. Approve the Contract: This will keep the project on track for 1997 construction, but it will necessitate a commitment to the $110,000 appropriation in FY'98.

C. Continue the Item: The bid from Cache Valley is valid only for 45 days from April 21, which is June 4. If the Council needs more information this item could be continued, but the staff does not recommend it because of the added difficulty in coordinating the construction.

SIGNIFICANT IMPACTS: The fiscal impacts have been discussed above. There will be temporary traffic impacts during construction. A concern has been raised about a more permanent impact of the signal at Bonanza and Deer Valley Drive, namely the encouragement for traffic to use Park Avenue as a means of avoiding the new signal. As the Council is aware, there has been much discussion of "traffic calming" on Park Avenue to mitigate the impact of additional Park Avenue traffic.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Although the low bid is regrettably much higher than anticipated, there is no foreseeable slowdown in construction cost inflation, so the project will probably never be less expensive.

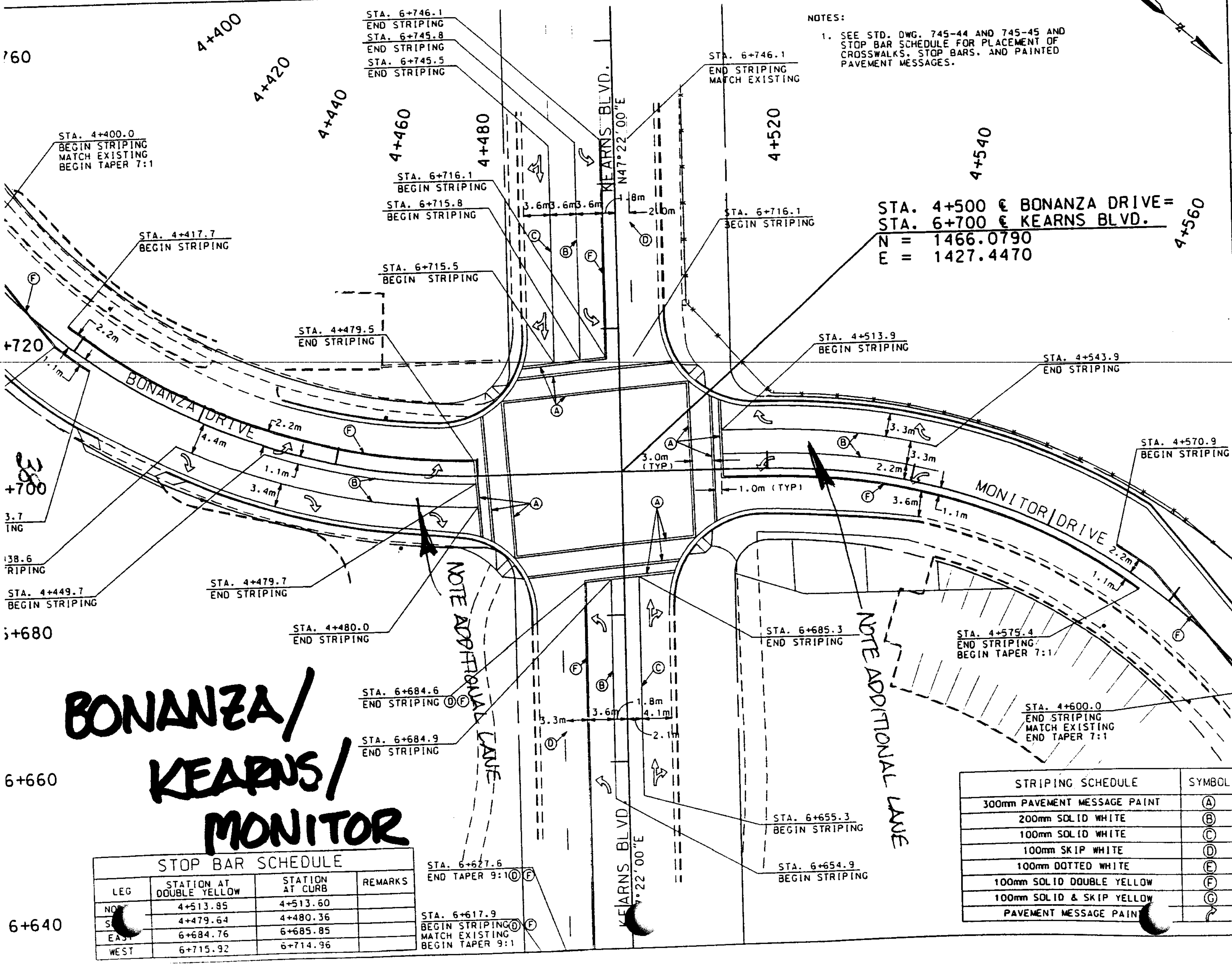
RECOMMENDATION: Authorize the City Staff to enter into the construction contract with Cache Valley Electric Company for the construction of two traffic signals for the contract price of $352,333.31.

PARK CITY MUNICIPAL CORPORATION
Centennial Engineering Inc.
Salt Lake City, Utah

STRIPING-SIGNING
KEARNS BLVD. (SR-248) & BONANZA DR.
PLAN SHEET

NOTES:
1. SEE STD. DWG. 745-44 AND 745-45 AND STOP BAR SCHEDULE FOR PLACEMENT OF CROSSWALKS, STOP BARS, AND PAINTED PAVEMENT MESSAGES.

STA. 4+500 ℄ BONANZA DRIVE=
STA. 6+700 ℄ KEARNS BLVD.
N = 1466.0790
E = 1427.4470

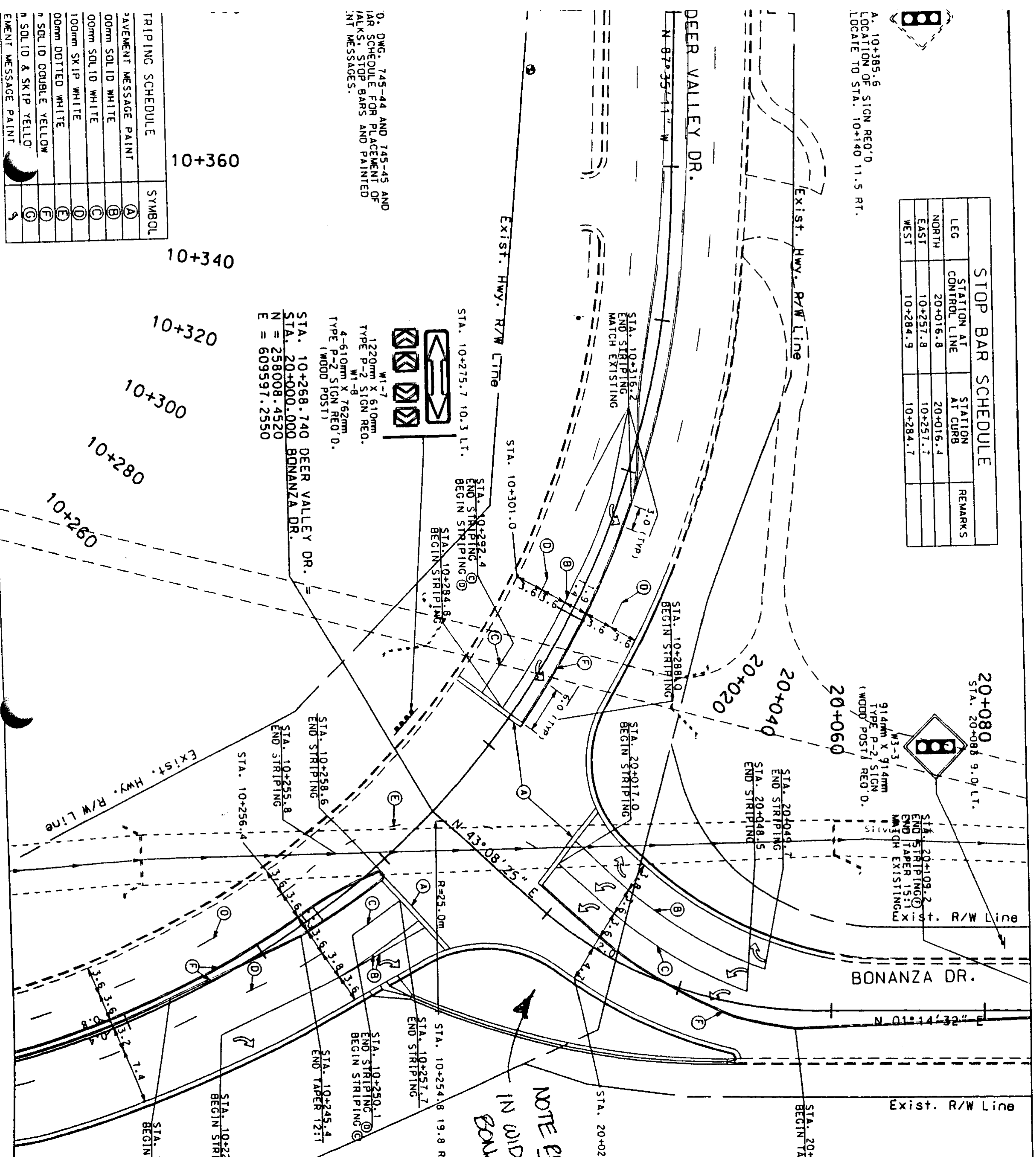


STRIPING SCHEDULE	SYMBOL
300mm PAVEMENT MESSAGE PAINT	Ⓐ
200mm SOLID WHITE	Ⓑ
100mm SOLID WHITE	Ⓒ
100mm SKIP WHITE	Ⓓ
100mm DOTTED WHITE	Ⓔ
100mm SOLID DOUBLE YELLOW	Ⓕ
100mm SOLID & SKIP YELLOW	Ⓖ
PAVEMENT MESSAGE PAIN[T]	

STOP BAR SCHEDULE

LEG	STATION AT DOUBLE YELLOW	STATION AT CURB	REMARKS
NO[RTH]	4+513.85	4+513.60	
S[OUTH]	4+479.64	4+480.36	
EA[ST]	6+684.76	6+685.85	
WEST	6+715.92	6+714.96	

SUMMI[T] COUNT[Y]
SHEET NO.



STOP BAR SCHEDULE

LEG	STATION AT CONTROL LINE	STATION AT CURB	REMARKS
NORTH	20+016.8	20+016.4	
EAST	10+257.8	10+257.7	
WEST	10+284.9	10+284.7	

TRIPING SCHEDULE

	SYMBOL
AVEMENT MESSAGE PAINT	A
OOmm SOLID WHITE	B
OOmm SOLID WHITE	C
100mm SKIP WHITE	D
OOmm DOTTED WHITE	E
SOLID DOUBLE YELLOW	F
SOLID & SKIP YELLO	G
EMENT MESSAGE PAINT	9

BONANZA / DEER VALLEY DRIVE

37

STRIPING-SIGNING
DEER VALLEY DR. (SR-224)
& BONANZA DR.
PLAN SHEET

PARK CITY MUNICIPAL CORPORATION
Centennial Engineering Inc.
Salt Lake City, Utah

REVIEW

APPROVAL | DESIGN | CHECK

SHEET NO. | SUMMIT COUNTY

MK CENTENNIAL

CENTENNIAL ENGINEERING, INC.

310 EAST 4500 SOUTH, SUITE 200
SALT LAKE CITY, UTAH 84107

TEL: 801-268-9805
FAX: 801-268-2736

fax

to: Jason @ Staker Paving
from: Jay Nelson
subject: List of Companies that have picked up plans for Park City Traffic Signals.
date: 4-14 97 time:
project no: fax no.: (801) 295-7440
pages: 1 including this page

** *If you do not receive all of the pages indicated, please contact Grethe at (801) 268-9805.*

message:

1) Cache Valley Electric, 2345 South John Henry Dr., SLC UT 84119
Jack Laub, 973-0600 Fax 973-0786

2) Miller Paving Inc., 5640 South Riley Ln., Murray UT 84107
(801) 262-5922

3) High Desert Contractors, 40 South Redwood Rd., Suite 105, N.Salt Lake UT •
(801) 298-4338 Fax (801) 298-4483

4) Gibbons & Reed Company, 1000 Warm Springs Road, SLC, UT 84116
Brian Howe (801) 526-6000

5) Wasatch Electric, 1574 S. West Temple, SLC, UT 84115
David Hunt (801) 487-4511

6) Advanced Traffic Products, 909 S.E. Everett Mall Way, Suite B 280, Everett,WA 9820

Ken Ploeger (206) 347-6208

7) Flare Construction Inc. P.O. Box 134 Coalville, UT 84017 FAX 359-2043
Phone 336-2888 Chris A Boyer, Wade Simister

8) ~~DRD Paving #27 West 3900 South, SLC, UT 84107 288-1001~~ Phone & Fax
~~David O. Harrison~~

9) SISAM Electric Inc. 2970 South West Temple, SLC, UT 84114 Larry Gerber Phone 466-8906 FAX 484-0

9) Mountain States Construction Corp. 2931 South 1100 West, Wood Cross, UT 84087 Steve Brinkerhoff (801) 292-8438
10) WL Contractors 6435 W. 55th Ave Arvada CO 80002 Larry Winkler (303) 422-7985

CEL Consolidated Engineering Lab. will be inspecting the curb & gutter, & roadway Portion of the Project for Eric DeHaan at Park City.

A MORRISON KNUDSEN COMPANY

40

Bid Abstact
TWO TRAFFIC SIGNALS IN PARK CITY

PROJECT NUMBER: 1721.00
NAME OF PROJECT: TWO TRAFFIC SIGNALS IN PARK CITY

SUMMIT COUNTY
TYPE: SIGNAL AND ROADWAY UPGRADE

					ENGINEERS ESTIMATE		CACHE VALLEY		MOUNTAIN STATES	
NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
		ROADWAY								
		DIVISION 100 - GENERAL PROVISIONS								
1	151000010	MOBILIZATION	1	LUMP	$30,000.00	$30,000.00	$41,770.00	$41,770.00	$2,250.00	$2,250.00
		DIVISION 200 - EARTHWORK								
2	201000020	CLEAR AND GRUB	1	HA	$1,000.00	$1,000.00	$1,925.00	$1,925.00	$7,722.00	$7,722.00
3	202000040	REMOVE CONCRETE SIDEWALK	116	M^2	$10.00	$1,160.00	$13.50	$1,566.00	$27.50	$3,190.00
4	202000050	REMOVE CONCRETE DRIVEWAY	20	M^2	$10.00	$200.00	$16.00	$320.00	$27.50	$550.00
5	202000070	REMOVE CONCRETE CURB & GUTTER	474	LIN M	$9.00	$4,266.00	$10.80	$5,119.20	$22.00	$10,428.00
6	202000130	REMOVE CATCH BASIN	1	EACH	$250.00	$250.00	$330.00	$330.00	$800.00	$800.00
7	20200021S	REMOVE SIGNAL POLE FOUNDATION	4	EACH	$200.00	$800.00	$582.00	$2,328.00	$800.00	$3,200.00
8	20200020S	REMOVE CONTROLLER FOUNDATION	1	EACH	$350.00	$350.00	$480.00	$480.00	$1,200.00	$1,200.00
9	202000225	REMOVE DELINEATOR	12	EACH	$15.00	$180.00	$46.00	$552.00	$50.00	$600.00
10	204000010	DUST CONTROL AND WATERING	120	KL	$2.00	$240.00	$22.00	$2,640.00	$40.00	$4,800.00
11	210000010	ROADWAY EXCAVATION	1,443	M^3	$4.00	$5,772.00	$26.00	$37,518.00	$45.00	$64,935.00
12	220000040	GRANULAR BORROW	834	M TON	$3.00	$2,502.00	$24.00	$20,016.00	$35.00	$29,190.00
		DIVISION 300 - BASE COURSES								
13	301000030	UNTREATED BASE COURSE - 19MM OR 25MM MAX	469	M TON	$8.50	$3,986.50	$25.00	$11,725.00	$37.00	$17,353.00
		DIVISION 400 - SURFACE COURSES								
14	402000005	ASPHALT CONCRETE MIX 19MM MAX	450	TON	$50.00	$22,500.00	$51.00	$22,950.00	$95.00	$42,750.00
15	403000010	LIQUID ASPHALT MC-70 OR MC-250	2	TON	$525.00	$1,050.00	$1,034.00	$2,068.00	$940.00	$1,880.00
16	404000020	EMULSIFIED ASPHALT SS-1H	1	TON	$410.00	$410.00	$165.00	$165.00	$175.00	$175.00
17	41000010S	SAW CONCRETE PAVEMENT	2,520	MM-M	$0.25	$630.00	$0.14	$352.80	$0.51	$1,285.20
18	411000010	ASPHALT CONCRETE PAVEMENT SAWING	78,064	MM-M	$0.07	$5,464.48	$0.06	$4,683.84	$0.06	$4,683.84
		DIVISION 500 - STRUCTURES								
19	506000030	CONCRETE, SMALL STRUCTURES	3	M^3	$500.00	$1,500.00	$1,073.00	$3,219.00	$800.00	$2,400.00
20	508000020	REINFORCING STEEL (EPOXY-COATED)	170	KG	$2.00	$340.00	$2.80	$476.00	$4.00	$680.00

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NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	ENGINEERS ESTIMATE PRICE	ENGINEERS ESTIMATE AMOUNT	CACHE VALLEY PRICE	CACHE VALLEY AMOUNT	MOUNTAIN STATES PRICE	MOUNTAIN STATES AMOUNT
		DIVISION 600 - INCIDENTAL CONSTRUCTION								
21	601000010	CONCRETE SIDEWALK	105	M^2	$25.00	$2,625.00	$48.00	$5,040.00	$44.00	$4,620.00
22	60200031D	CONCRETE CURB AND GUTTER TYPE B1	378	LIN M	$35.00	$13,230.00	$54.00	$20,412.00	$72.00	$27,216.00
23	60200032D	CONCRETE CURB AND GUTTER TYPE B2	89	LIN M	$40.00	$3,560.00	$52.00	$4,628.00	$72.00	$6,408.00
24	60200033D	CURB AND GUTTER TRANSITION	2	LIN M	$50.00	$100.00	$161.00	$322.00	$72.00	$144.00
25	602000065	DISABLED PEDESTRIAN RAMP TYPE G	4	EACH	$380.00	$1,520.00	$550.00	$2,200.00	$650.00	$2,600.00
26	603000000	CONCRETE FLATWORK (CLASS AA (AE) CONCRETE)	16	M^2	$500.00	$8,000.00	$205.00	$3,280.00	$110.00	$1,760.00
27	615000030	RECONSTRUCT MANHOLE	1	EACH	$600.00	$600.00	$825.00	$825.00	$1,000.00	$1,000.00
28	615000050	RECONSTRUCT VALVE BOX	3	EACH	$250.00	$750.00	$693.00	$2,079.00	$400.00	$1,200.00
29	615000070	RECONSTRUCT CLEANOUT BOX	1	EACH	$400.00	$400.00	$825.00	$825.00	$1,000.00	$1,000.00
30	62000010S	100mm CONTRACTOR FURNISHED TOPSOIL	491	M^2	$8.00	$3,928.00	$6.20	$3,044.20	$20.00	$9,820.00
31	62400000S	PARK CITY SEED	491	M^2	$5.00	$2,455.00	$2.20	$1,080.20	$5.40	$2,651.40
		DIVISION 800 - TRAFFIC CONTROL AND SAFETY								
32	810000070	RELOCATION OF SIGN	4	EACH	$225.00	$900.00	$230.00	$920.00	$150.00	$600.00
33	810000071	914 x 914 MM TYPE P-2 SIGN (WOOD POST)	1	EACH	$300.00	$300.00	$238.00	$238.00	$235.00	$235.00
34	810000072	1220 x 610 MM TYPE P-2 SIGN (WOOD POST)	1	EACH	$300.00	$300.00	$194.00	$194.00	$295.00	$295.00
35	810000073	610 x 762 MM TYPE P-2 SIGN (WOOD POST)	4	EACH	$300.00	$1,200.00	$173.00	$692.00	$190.50	$762.00
36	810000074	REMOVAL OF SIGN	5	EACH	$30.00	$150.00	$94.00	$470.00	$100.00	$500.00
37	820000100	TRAFFIC STRIPING PAINT	77	L	$3.85	$296.45	$18.00	$1,386.00	$7.80	$600.60
38	823000100	PAVEMENT MESSAGE (PAINT)	99	EACH	$20.00	$1,980.00	$14.00	$1,386.00	$18.44	$1,825.56
39	826000010	REMOVAL OF PAVEMENT MARKINGS	1,177	LIN M	$1.50	$1,765.50	$2.25	$2,648.25	$2.62	$3,083.74
40	826000020	REMOVAL OF PAVEMENT MESSAGE	23	EACH	$25.00	$575.00	$23.00	$529.00	$30.00	$690.00
41	830000170	REMOVAL, RELOCATION, AND SALVAGING OF EXISTING EQ	1	LUMP	$5,000.00	$5,000.00	$6,000.00	$6,000.00	$3,000.00	$3,000.00
42	83500008S	REMOVE JUNCTION BOX	9	EACH	$50.00	$450.00	$100.00	$900.00	$75.00	$675.00
43	851000010	CONSTRUCTION SIGN	223	M^2 DAY	$1.00	$223.00	$1.84	$410.32	$3.66	$816.18
44	851000080	CHANNELIZING DEVICE	1,695	DEV DA	$0.32	$542.40	$0.86	$1,457.70	$0.85	$1,440.75
45	852000010	FLAGGING	112	HOUR	$14.00	$1,568.00	$16.00	$1,792.00	$16.50	$1,848.00
46	853000010	TYPE B - STATIONARY, ADVANCE WARNING ARROW PANEL	112	HOUR	$6.50	$728.00	$6.00	$672.00	$15.00	$1,680.00
		DIVISION 900 - DRAINAGE FEATURES								
47	901000120	375 MM PIPE CULVERT CLASS A	2	LIN M	$100.00	$200.00	$435.00	$870.00	$200.00	$400.00
48	901000121	600 MM CORRUGATED METAL PIPE CULVERT	2	LIN M	$100.00	$200.00	$528.00	$1,056.00	$200.00	$400.00
49	930000030	RECTANGULAR GRATE AND FRAME STANDARD GRATING V-	2	EACH	$430.00	$860.00	$385.00	$770.00	$550.00	$1,100.00
50	917000000	CONCRETE LINED DITCH (CLASS A CONCRETE)	4	M^3	$600.00	$2,400.00	$539.00	$2,156.00	$915.00	$3,660.00
		ROADWAY	SUBTOTAL			$139,407.33		$228,486.51		$282,103.27

Project MKC 1721.00

NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	ENGINEERS ESTIMATE PRICE	ENGINEERS ESTIMATE AMOUNT	CACHE VALLEY PRICE	CACHE VALLEY AMOUNT	MOUNTAIN STATES PRICE	MOUNTAIN STATES AMOUNT
		SIGNALS (EXCLUDES STATE FURNISHED ITEMS)								
51	830000010	SINGLE CONDUCTOR NO 4 CABLE	204	LIN M	$2.10	$428.40	$2.00	$408.00	$1.62	$330.48
52	830000012	SINGLE CONDUCTOR NO.6 CABLE	357	LIN M	$1.60	$571.20	$1.50	$535.50	$2.80	$999.60
53	830000014	SINGLE CONDUCTOR NO.14 STRANDED CABLE	3105	LIN M	$2.50	$7,762.50	$3.00	$9,315.00	$1.52	$4,719.60
54	830000015	TWO CONDUTOR NO. 14 SHIELDED STRANDED CABLE	1701	LIN M	$2.15	$3,657.15	$2.10	$3,572.10	$1.98	$3,367.98
55	830000016	THREE CONDUCTOR NO.14 CABLE	143	LIN M	$2.15	$307.45	$2.00	$286.00	$2.93	$418.99
56	830000018	SEVEN CONDUCTOR NO.14 CABLE	528	LIN M	$3.30	$1,742.40	$3.25	$1,716.00	$4.37	$2,307.36
57	830000019	SIX PAIR NO. 19 SHIELDED STRANDED CABLE	278	LIN M	$5.00	$1,390.00	$5.00	$1,390.00	$3.93	$1,092.54
58	830000030	19mm PVC CONDUIT	639	LIN M	$8.00	$5,112.00	$1.00	$639.00	$7.85	$5,016.15
59	830000031	38mm PVC CONDUIT	398	LIN M	$8.25	$3,283.50	$3.00	$1,194.00	$8.34	$3,319.32
60	830000033	50mm PVC CONDUIT	754	LIN M	$8.50	$6,409.00	$4.00	$3,016.00	$8.50	$6,409.00
61	830000036	75mm PVC CONDUIT	278	LIN M	$9.00	$2,502.00	$6.50	$1,807.00	$8.65	$2,404.70
62	830000040	GROUND WIRE NO.6	414	LIN M	$1.50	$621.00	$1.30	$538.20	$3.36	$1,391.04
63	830000050	GROUND ROD 16mm x 2440mm	13	EACH	$38.00	$494.00	$50.00	$650.00	$62.17	$808.21
64	830000051	GROUND ROD 19mm x 3050mm	2	EACH	$75.00	$150.00	$58.00	$116.00	$78.85	$157.70
65	830000071	TYPE I SIGNAL HEAD	11	EACH	$360.00	$3,960.00	$370.00	$4,070.00	$543.94	$5,983.34
66	830000090	LOUVERED BACK PLATE, THREE SECTION HEAD	11	EACH	$65.00	$715.00	$50.00	$550.00	$121.48	$1,336.28
67	830000100	PEDESTRIAN SIGNAL HEAD	8	EACH	$420.00	$3,360.00	$397.00	$3,176.00	$415.88	$3,327.04
68	830000110	MAST ARM SIGNAL POLE FOUNDATION	6	EACH	$1,600.00	$9,600.00	$1,875.00	$11,250.00	$2,400.00	$14,400.00
69	830000112	TYPE P-1 CABINET FOUNDATION	2	EACH	$940.00	$1,880.00	$1,000.00	$2,000.00	$1,200.00	$2,400.00
70	830000130	PUSH BUTTON AND SIGN	8	EACH	$115.00	$920.00	$130.00	$1,040.00	$106.51	$852.08
71	830000140	TYPE III LUMINAIRE, 400 WATT, 120/240 VOLT	4	EACH	$400.00	$1,600.00	$320.00	$1,280.00	$398.90	$1,595.60
72	830000160	INSTALLATION OF STATE-FURNISHED MATERIAL	1	EACH	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$4,700.00	$4,700.00
73	830000180	INSTALLATION OF STATE-FURNISHED MAST ARM MOUNTED	13	LUMP	$50.00	$650.00	$52.00	$676.00	$60.00	$780.00
74	830000190	TRENCHING AND BACKFILL	1350	LIN M	$20.00	$27,000.00	$32.00	$43,200.00	$49.98	$67,473.00
75	830000400	UNDERGROUND SERVICE PEDESTAL WITH FOUNDATION	2	EACH	$1,500.00	$3,000.00	$2,200.00	$4,400.00	$3,600.00	$7,200.00
76	830000500	3.0m TAPERED STEEL SIGNAL POLE WITH FOUNDATION	1	EACH	$920.00	$920.00	$1,000.00	$1,000.00	$1,664.00	$1,664.00
77	830000807	TYPE V SIGNAL HEAD AND MOUNTING ASSEMBLY	5	EACH	$650.00	$3,250.00	$790.00	$3,950.00	$771.80	$3,859.00
78	835000020	PLASTIC TYPE I DOUBLE JUNCTION BOX	32	EACH	$150.00	$4,800.00	$175.00	$5,600.00	$185.00	$5,920.00
79	835000050	PLASTIC TYPE II DOUBLE JUNCTION BOX	2	EACH	$365.00	$730.00	$392.00	$784.00	$450.00	$900.00
80	830000909	AUDIO PEDESTRIAN SIGNAL	2	EACH	$450.00	$900.00	$944.00	$1,888.00	$764.61	$1,529.22
81	83100001S	TEMPORARY SPAN WIRE SYSTEM	1	EACH	$2,200.00	$2,200.00	$5,800.00	$5,800.00	$2,217.56	$2,217.56
		SIGNALS	SUBTOTAL			$104,915.60		$123,846.80		$168,879.79
		ROADWAY + SIGNALS	TOTAL			$244,322.93		$352,333.31		$440,983.06
		16% CONTINGENCY	TOTAL			$36,648.44		$0.00		$0.00

Project MKC 1721.00

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ORDINANCE NO. 97-

AN ORDINANCE AMENDING THE ZONING MAP OR PARK CITY TO INCLUDE THE SANDSTONE COVE ANNEXATION LOCATED ADJACENT TO THE CURRENT CORPORATE BOUNDARIES OF PARK CITY, UTAH

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

WHEREAS, the proposed annexation is included within the City's Specific Annexation Policy Declaration and Annexation Boundary area and is more particularly on the attached Annexation and Zoning Plat, Exhibit A (Property) to include approximately 64.20 acres of Recreation Open Space (ROS)-zoned property and approximately 17.78 acres of Estate (E)-zoned property;

WHEREAS, the City has been working with Petitioner for over a year on a master planned development for 80 of 82 acres of the Property to allow limited development within background zoning and to enhance the City's entry corridor;

WHEREAS, on February 22, 1996, March 7, 1996 , and April 4, 1996, April 3, 1997, and May 1, 1997 the City Council reviewed the matter in open public session;

WHEREAS, on March 7, 1996, April 4, 1996 and May 1, 1997 after proper notice, the City Council conducted public hearings and took public testimony on the matter;

WHEREAS, it is in the best interest of Park City to amend the Official Zoning Map of the City to include the property within the City's regulatory boundary.

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

SECTION 1. Zoning Map Amended. The Zoning Map of Park City is hereby amended to include the Sandstone Cove Annexation as depicted in Exhibit A.

SECTION 2. Effective Date. This ordinance shall take effect upon publication.

DATED this 1st day of May, 1997.

PARK CITY MUNICIPAL CORPORATION

____

BRADLEY A. OLCH, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Jodi Hoffman, City Attorney

Resolution No. 97-____

A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT, ADOPTING A SPECIFIC ANNEXATION BOUNDARY DECLARATION, AND ANNEXING APPROXIMATELY 80.13 ACRES OF PROPERTY LOCATED AT HIGHWAY 224 INTO THE CORPORATE LIMITS OF PARK CITY, UTAH

WHEREAS, a petition was filed by Black Diamond Partners, with consent of the owners, of certain property, more particularly on the attached Annexation Plan, Exhibit A (Property), requesting Park City to annex the Property to the City, zoned as Estate (E) and Recreation Open Space (ROS).

WHEREAS, the Property is included within the City's Annexation Boundary area;

WHEREAS, the City has been working with the Property Owners since July 8, 1994 on a master planned development for the Property to allow development and to enhance the City's entry corridor;

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

WHEREAS, the application for annexation and master planned development have been designed and planned to comply with the Sensitive Lands Ordinance;

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

WHEREAS, on February 22, 1996, March 7, 1996, April 4, 1996 April 25, 1996, April 3, 1997, and May 1, 1997 the City Council reviewed the matter in open public session;

WHEREAS, on December 14, 1995, March 7, 1996, April 4, 1996 and May 1, 1997, after proper notice, the City Council conducted public hearing and took public testimony on the mater, as required by law;

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

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

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

SECTION 2. SPECIFIC ANNEXATION BOUNDARY DECLARATION. Public hearings have been held on this annexation declaration and no protests have been filed within the statutory protest period. Council hereby specifically declares its annexation boundary to include the Property as master planned.

SECTION 3. ANNEXATION. The Property is hereby annexed to the corporate limits of Park City, Utah according to the annexation and zoning plat executed in substantially the same form as it attached hereto as Exhibit A. The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement attached as Exhibit B and shall be subject to all City levies and assessments as described in the terms of the Annexation Agreement. The Property shall be subject to all City laws, rules and regulations upon the effective date of this resolution.

SECTION 4. FINDINGS OF FACT.

1. A petition for annexation and application for MPD and Sketch Plat was submitted on July 8, 1994 for Sandstone Cove.

2. The Property is within the Annexation Policy Declaration Boundary of Park City adopted herein, is contiguous to the City's corporate boundary and is appropriate for development in the corporate boundary due to its proximity to and access through Park City.

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

4. The Petitioner proposes to build a water tank which will provide adequate water for this subdivision as well as the potential to provide additional water storage and fire flow for other Park Meadows subdivisions. Council specifically finds that this water tank is not intended to serve property that is not presently, or by this action, incorporated within the City Limits.

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

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

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

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

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

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

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

7. On February 22, 1996, March 7, 1996, April 4, 1996 April 25, 1996, April 3, 1997, April 17, 1997 and April 24, 1997 the City Council reviewed the matter in open public session; and on December 14, 1995, March 7, 1996, April 4, 1996 and April 24, 1997, after proper notice, the City Council conducted public hearing and took public testimony on the mater, as required by law.

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

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

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

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

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

SECTION 5. Conclusions of Law:

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

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

3. The annexation proposed is consistent with the 1997 General Plan.

SECTION 6. Conditions of Approval:

1. The MPD will not become effective unless and until the Annexation Plat for Sandstone Cove is recorded with the County Recorder. The MPD approval shall expire pursuant to the Land Management Code, one year from the effective date of this resolution.

2. Petitioners shall execute the Annexation Agreement attached hereto.

3. The preliminary and final plats for Sandstone Cove shall follow a normal, thorough planning process in accordance with the conditions of approval of the Master Planned Development, the Annexation Agreement and the Land Management Code. The plats shall substantially conform to the Planning Commission's December 10, 1995 MPD and Sketch Plat approval for Sandstone Cove, as amended by the City Council (i.e. 16 lots not 18 lots, etc.). Specifically, the subdivision plat must include provision for the following:

a) Restrictions on home sizes which are consistent with adjacent developments and which take into consideration the visual impact of the building(s) within the building pads.

b) Offers of dedication of exact trail locations which provide soft surface trails connecting Mountain Ridge Subdivision to Meadows Drive in the Eagle Pointe Subdivision. These trails shall be constructed concurrent with subdivision improvements.

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

4. The sanitary sewer connection for the Master Planned Development is configured to connect to the sanitary sewer lines in the Eagle Pointe subdivision. The Petitioner must acquire easements, construct such improvements and dedicate to the Snyderville Basin Sewer Improvement District all necessary sewer lines for the MPD. The actual sewer alignment must comply with Sensitive Lands Ordinance.

5. All Park City Municipal Corporation Standard Project Review Requirements shall apply.

6. Petitioners must dedicate and actually convert to municipal use within the Treasure Mountain Middle School Well, a minimum of 24 acre feet of water rights with a priority of 1865 or earlier

and which have a low flow source which satisfies the Public Works Director as adequate to serve the Sandstone Cove development.

7. The applicant shall build and dedicate to the City a 250,000 gallon water tank, and all appurtenances, including but not limited to an above ground pump station, as required by and to specifications approved by the City Engineer.

SECTION 7. Compliance with State Law. This annexation, in the judgment of Park City, meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code.

SECTION 8. Effective Date. This Resolution shall take effect immediately.

DATED this 1st day of May, 1997.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

City Attorney

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

ANNEXATION AGREEMENT
FOR THE SANDSTONE COVE PROPERTY

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

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

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

3. **Master Plan Approval.** The Planning Commission has tentatively approved a Master Planned Development (MPD) for 18 single family parcels, as a part of this annexation process. The density, road and lot locations, open space, trails, and other parameters of development within Sandstone Cove shall be consistent with the MPD approval as shown in Exhibit C, as amended by this Agreement. The MPD is valid for two years from the effective date of the Resolution authorizing this Agreement.

4. **Density.** The total density of the MPD for Sandstone Cove was 18 single family parcels, which accommodated density transfers from the remainder of the 80.13 acres. Petitioners

agree that the MPD density shall be reduced to a maximum of 16 single family parcels. That density will be further restricted prior to subdivision approval to include maximum height and building mass limitations. The density, road and lot locations, open space , trails, and other parameters of development within Sandstone Cove shall be consistent with the MPD approval as shown in Exhibit C.

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

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

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

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

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

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

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

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

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

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

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

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

9. **Roads and Road Design.** All streets, roads and trails within Sandstone Cove shall be public and public access may not be obstructed. Sandstone Cove is benefited by road improvements scheduled for completion in the Eagle Pointe subdivision. Petitioner has entered into and shall honor a proportionate share reimbursement agreement for road and sewer improvements with the developer of the Eagle Pointe subdivision.

10. **Sanitary Sewer.** Alignment of the sanitary sewer shall be determined as a part of the preliminary plat for Sandstone Cove. The preferred alignment is through Eagle Pointe, in a location to be determined, which results in the least visual impact and site disturbance.

11. **Dedication of Water Rights.** Petitioner shall immediately dedicate to the City adequate water rights for the development and such additional water rights as are necessary to achieve the equivalent of 100% conversion of 22.77 acre feet of Weber River Decreed Right #450 and 1.33 acre feet of Weber River Decreed Right #437 (priority of 1875 or earlier, from a source with an equivalent low flow volume right). The Petitioner, with the cooperation of the City, shall undertake the burden and expense of converting the dedicated water rights to the City's year-round municipal use and for changing the points of diversion, type of use, and place of use of those rights to the City's Park Meadows and Treasure Mountain Middle School Wells or as designated by Park City, at its sole discretion. Petitioner shall be responsible for the administrative and legal expenses incurred in making such changes.

Formal State Engineer approval of the change of 100% of the equivalent of 22.77 acre feet of Weber River Decreed Right #450 and 1.33 acre feet of Weber River Decreed Right #437 (as described above) to the City's Park Meadows and TMMS Wells would constitute full satisfaction of the water development fees the City would otherwise collect from the owners of lots within the annexed area at the time of building permits. However, State Engineer approval of this Change Application could take a long time, and is not likely to occur before Sandstone Cove lot owners would like to connect to the City's water system. Therefore, Park City will collect all normal water development fees from Sandstone Cove lot owners as the lots develop. When the State Engineer approves the Petitioners' conversion of a 100% of 24 acre feet of water rights as described above, the City will reimburse to Black Diamond Partnership the actual water development fees the City has collected from lot owners within Sandstone Cove.

12 **Water Connection and Other Water System Costs.** As a condition of its Master Planned Development approval, and this Agreement, Petitioner shall construct and dedicate a 250,000 gallon water tank and all necessary easements and appurtenances including an above-ground pump station at a site and to specifications approved by the City Engineer. Upon completion of the tank, easements and appurtenances all to the satisfaction of the City Engineer, the Petitioner shall dedicate the easements and water facilities to the City. As each building permit is obtained for each dwelling unit within the subdivision, the lot owner shall pay the Park City Water Connection fees as provided by the Park City ordinance in effect at the time of application for building permits. The parties agree that no Sandstone Cove lot owner shall be entitled to an offset (in whole or in part) of the Park City Water Connection Fee as a result of the Petitioner's successful completion of this condition.

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

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

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

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

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

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

19. **Effective Date.** This Agreement is effective as of the date of the Resolution authorizing its execution.

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

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

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

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

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

DATED this __ day of April 1997.

Exhibits:
A) Annexation and Zoning Plat
B) Legal Description
C) MPD

(Signatures, jurats, attestations, approved as to forms etc)