

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 21, 2004**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 21, 2004.

Closed Session – Executive Conference Room

3:45 p.m. Property

Work Session – City Council Chambers

4:45 p.m. Council questions/comments

5:00 p.m. Snyderville Basin Transportation Plan

5:20 p.m. Review of regular meeting

- Quinns Junction annexation
- Emergency planning and response committee
- Other meeting questions/comments

5:50 p.m. Break

Regular Meeting – City Council Chambers

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS FROM COUNCIL AND STAFF

1. Congressman Rob Bishop
2. Recognition of Jeanne Edens, Victim Advocate

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

IV CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving the Neumeister and Jenkins replat to combine Lots 62, 63, and 64 of Fairway Hills Estates Phase II into two lots of record (2729 and 2753 Silver Cloud Drive)
2. Ordinance approving the first amended 10 Daly Avenue Subdivision to subdivide the 10 Daly Avenue Subdivision into two lots of record
3. Ordinance approving an amendment to Lot 30A, located at 3349 Meadows Drive, of the Eagle Pointe Subdivision Phase II, Park City, Utah

V CONSENT AGENDA

1. Ordinance approving the Neumeister and Jenkins replat to combine Lots 62, 63, and 64 of Fairway Hills Estates Phase II into two lots of record (2729 and 2753 Silver Cloud Drive)
2. Ordinance approving the first amended 10 Daly Avenue Subdivision to subdivide the 10 Daly Avenue Subdivision into two lots of record
3. Ordinance approving an amendment to Lot30A, located at 3349 Meadows Drive, of the Eagle Pointe Subdivision Phase II, Park City, Utah
4. Resolution adopting the Mountainlands Association of Governments Pre-Disaster Hazard Mitigation Plan as required by the Federal Disaster Mitigation and Cost Reduction Act of 2000
5. Authorization to the City Manager to enter into contracts for replacement of a water service line to the Racquet Club, in a form approved by the City Attorney:
 - Alternative Mechanical in the amount of \$25,570
 - Ralph Tye & Sons Inc. in the amount of \$15,892

VI NEW BUSINESS

Ordinance annexing approximately 136 acres of property located at Quinns Junction into the corporate limits of Park City, Utah and amending the Official Zoning Map of Park City to include the annexed area

- Public hearing
- Action

VII ADJOURNMENT

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

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 28, 2004**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meetings on Thursday, October 28, 2004.

Posted: 10/18/04

See: parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

October 2004

28 **No meeting**

November 2004

- 4 Closed session – personnel – 1/1/2 hours
Cultural tourism advisory committee update – work – Colin
Solid waste disposal and collection programs
Ordinance – 424 Woodside venue plat amendment – Ray
Authorization to the City Manager to execute a design contract for the skate park expansion project
Conservation easements
- 11 Quarterly goal update – work
 No regular meeting
- 18 City-owned buildings – work – Pat
 Quinns Junction Recreation Complex – work - Colin
 Triple Crown Sports Festival License and service agreement – Alison
 Award of pre-construction contract for Quinn Junction
 Award of design contract for Phase 2 for Quinns Junction Recreation Complex
- 25 **Thanksgiving**
- 26 **Thanksgiving holiday**

December 2004

- 2 Discussion on downtown projects – work
 Award of pre-construction contract for Downtown Projects
 Award of design contract for Phase 2 for Downtown Projects to FFKR
- 9 2005 Insurance Renewal - Cindy
- 16
- 23 **No meeting**
- 30 **No meeting**

Pending Items:

Water Service District – Grant of easement from Iron Mountain Associates
Transit Center Land Match Resolution – Gary
January – update on temporary liquor and beer licenses (special events) – manager's report
Sign Code amendments – Ray

Staff Report



Author: Eric Nessel
Subject: SNYDERVILLE BASIN TRANSPORTA
Date: October 21, 2004
Type of Item: INFORMATIONAL

Transit Department

Park City, UT 84060
Tel 435.615.5356
Fax 435.615.4904
enesset@parkcity.org

Summary of Recommendations:

Transportation planning in the Kimball Junction area and SR 224 corridor will have a direct impact on Park City. It is important that Council remains informed of the transportation plan that is being developed.

Description and Background:

During the past few months considerable progress has been made on the Snyderville Basin Transportation Plan. Area constraints have been identified, background and projected traffic studies completed, and numerous alternatives for future transportation improvements studied. The project is now approaching the stage where the findings of this study and feasible alternatives for system improvements will be presented publicly.

Kevin Callahan, Summit County Public Works Administrator, has been asked to provide Council with a progress report and respond to questions. The following topics will be addressed:

- Study Area
- Scope of the plan and planning horizon
- Range of alternatives, phasing, capital improvement plan and financing
- Circulation changes that will be necessary due to the finding that existing roads are not sufficient for future growth
- Role public transit can play
- Public meetings that are scheduled
- Discussion of issues or concerns Council would like to see addressed in the plan

Staff intends to continue to participate in the development of the plan as it relates to public transit systems and capital improvements and provide periodic updates to Council.

Planning Commission Staff Report



PLANNING DEPARTMENT

Planner: Jonathan Weidenhamer
Subject: 2753 & 2729 SILVER CLOUD DRIVE - PLAT AMENDMENT
Date: October 21, 2004
Type of Item: Administrative

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the application according to the findings of fact, conclusions of law and conditions of approval outlined in this staff report.

DESCRIPTION

Project Name: Jenkins & Neumeister Replat
Project Planner: Jonathan Weidenhamer
Applicant: Linda & David Jenkins, Mary Anne Neumeister
Location: Fairway Hills Estates Phase II – Lots 63 and 62
Zone: Single Family

BACKGROUND

The Planning Commission reviewed this item at their October 13, 2004 meeting. A public hearing was held, and a unanimous vote was forwarded to the Council to approve the application.

Lot 64 in Fairway Hills Estates Phase II has been purchased by the owners of Lots 63 and 62. Linda and David Jenkins own lot 63 (2753 Silver Cloud Drive), and Mary Anne Neumeister owns Lot 62 (2729 Silver Cloud Drive). The applicants purchased lot 64 to prevent development on it and maintain it as open space. Originally each applicant filed separate applications. At staff's request they have combined their request into one application.

ANALYSIS

The property is located in the SF zone. Lots within the Fairway Hills Subdivision Phase II range in size from 17,371 square feet to 38,987 square feet. The lot being divided, Lot 64, is 30,914 s.f. Lot 62 is currently 24,549 s.f. and will become 40,055 s.f. Lot 63 is currently 25,082 s.f. and will become 40,490 s.f. This combination of three lots into two will create two new lots only slightly larger than the biggest lot in the subdivision. Lots 62 and 64 each have platted open space areas to the rear of their lots. These areas will remain unchanged.

Neither applicant has expressed intentions to develop the new portions of their amended lot and both have agreed to maintain all existing Fairway Hills plat notes relating to allowed maximum square footage. This will be referenced as a condition of approval. The applicants have submitted a Grant of Easement restricting development on the former portions of Lot 64 without written consent of both property owners. The City is not a party to this private agreement and will not enforce it.

Setbacks for the combined lots will be held to existing regulations that have been established during the approval of the Fairway Hills Estates Phase II Subdivision and are consistent with underlying zoning requirements of the Single Family Zone, namely 20' in the Front, 15' in the Rear, and 12' on the Sides. Staff has visited the site (Exhibit C) and finds that the lot combination, with conditions, would be compatible with the neighborhood. The benefits associated with approving this application will be reduction of density and increased open space.

NOTICE

Notice of this hearing was sent to property owners within 300' on September 29, 2004. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW

The request was discussed at a Staff Review Meeting on October 14, 2004, where representatives from local utilities and City Staff were in attendance.

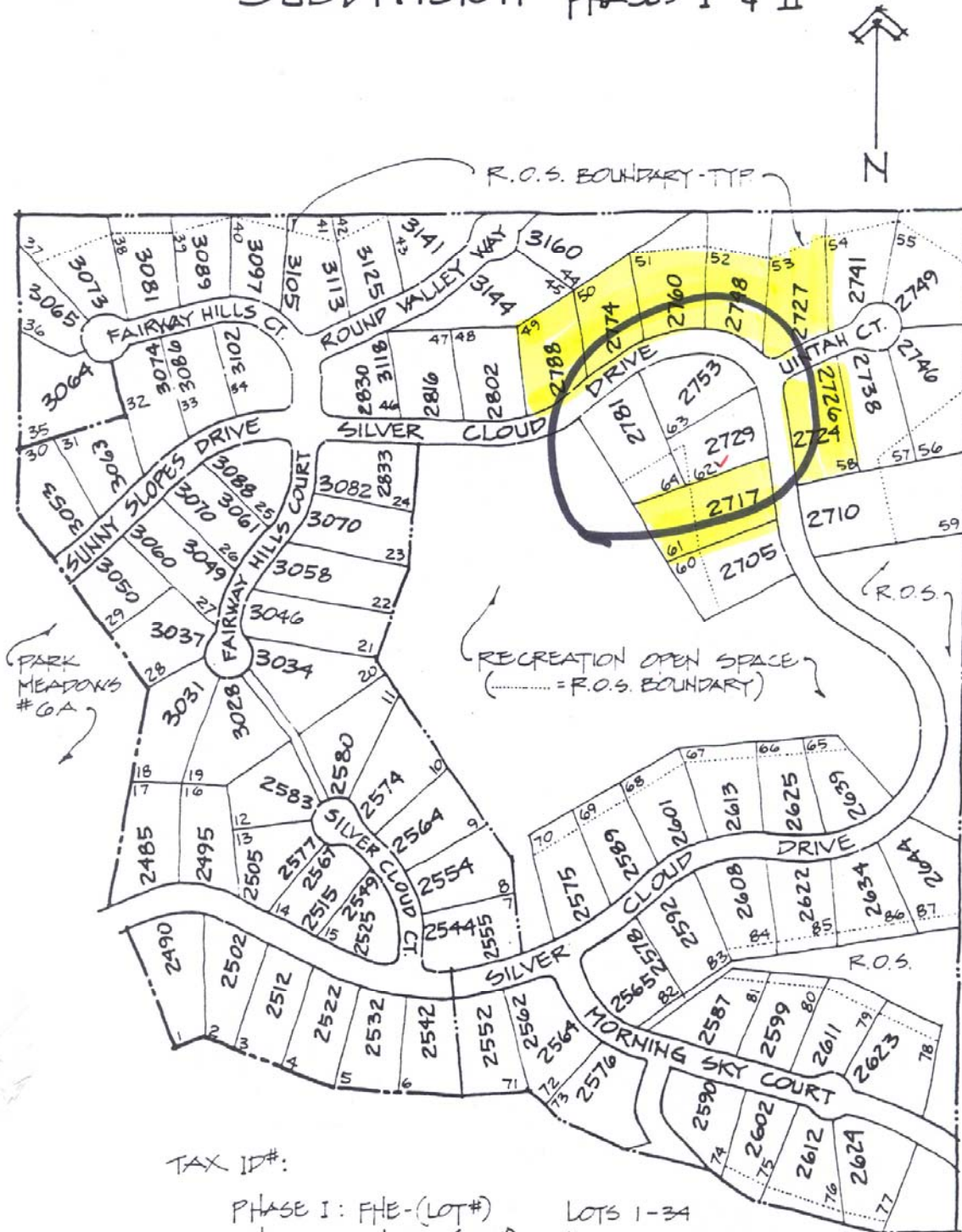
RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the application the attached ordinance:

EXHIBITS

Existing Subdivision / Location Map
Proposed Subdivision Plat
Site photograph

FAIRWAY HILLS ESTATES SUBDIVISION - PHASES I & II





Ordinance No. 04-

AN ORDINANCE APPROVING THE NEUMEISTER AND JENKINS REPLAT WHICH WILL COMBINE LOTS 62, 63, AND 64 OF FAIRWAY HILLS ESTATES PHASE II INTO TWO LOTS OF RECORD.

WHEREAS, the owners of Lots 63, Linda and David Jenkins (2753 Silver Cloud Drive), and lot 62, Mary Anne Neumeister (2729 Silver Cloud Drive) of Fairway Hills Estates Phase II, have petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on October 13, 2004 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove two lot lines and create one lot line, thereby reducing three legal lots into two legal lots of record; and

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

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

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

1. The property is located in the Single Family (SF) zone.
2. Setbacks for the SF Zone are 20' in the Front, 15' in the Rear, and 12' on the Sides.
3. Lot 64 in Fairway Hills Estates Phase II has been purchased by the owners of Lots 63 and 62.
4. Linda and David Jenkins own lot 63 (2753 Silver Cloud Drive).
5. Mary Anne Neumeister owns lot 62 (2729 Silver Cloud Drive).
6. Single family homes have been built on lot 62 and lot 63
7. Lots within the Fairway Hills Subdivision Phase II range in size from 17,371 square feet to 38,987 square feet.
8. The lot being divided, Lot 64 is 30,914 s.f.
9. Lot 62 is currently 24,549 s.f. and will become 40,055 s.f. Lot 63 is currently 25,082 s.f. and will become 40,490 s.f.
10. This combination of three lots into two will create two new lots only slightly larger than the biggest lot in the subdivision.
11. Lots 62 and 64 each have platted open space areas to the rear of the lots. These areas will remain unchanged.
12. The lot combination will result in two lots that are consistent with other lots in the subdivision. The proposed plat amendment will reduce density in the subdivision by

one unit and increase the amount of open space with the subdivision.

13. The Planning Commission reviewed this at their October 13, 2004 meeting. A public hearing was held, and a unanimous vote was forwarded to the Council to approve the application.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

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

The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.

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

Prior to adoption of an ordinance to approve this application, an updated plat will be drawn, processing this as one single action.

The existing Fairway Hills Phase II plat limits maximum square footage for both lots 62 and 63 to 5,300 s.f. This and all other plat notes relating to lots 62 and 63 shall carry over to the amended lots and amended plat.

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

PASSED AND ADOPTED this 21th day of October, 2004.

City Council Staff Report



PLANNING DEPARTMENT

Planner: Jonathan Weidenhamer
Subject: 10 DALY AVENUE – FIRST AMENDED SUBDIVISION
Date: October 21, 2004
Type of Item: Administrative
Applicant: Susan Williams – David White, Representative
Zone: Historic Residential (HR-1)

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the application according to the findings of fact, conclusions of law, and conditions of approval outlined in the attached ordinance.

BACKGROUND

The Planning Commission reviewed this item at their October 13, 2004 meeting. A public hearing was held, and a unanimous vote was forwarded to the Council to approve the application.

On April 24, 2003, the Park City Council approved the 10 Daly Avenue Subdivision to combine portions of Lots 1-4 of Block 74; a portion of Lot 53 of Block 75; a portion of Lot 1 of Block 32; and portions of platted, unbuilt First Street, Anchor Avenue, and Woodside Avenue rights-of-way of the Park City Survey, into one lot of record. At this time, the applicant is requesting a plat amendment to subdivide the 10 Daly Avenue subdivision into two lots of record. The newly created vacant lot is heavily vegetated and has been historically well maintained. The applicant hopes to sell the property to the City in order to keep the lot as open space or as neighborhood park. No decision to purchase the lot has been made by the City to date. If the applicant is unable to sell the lot to the City, the applicant plans on selling it to a private developer.

If approved, the plat amendment will create one 5,479 square foot lot which will accommodate the recently renovated single-family home located at 10 Daly Avenue. The other lot will be a vacant lot of 4,304 square feet. The minimum lot area required for a duplex is 3,750 square feet.

ANALYSIS

The property is located in the HR-1 zone. Construction of a single family house on the proposed vacant lot would be an allowed use in the zone; construction of a duplex would be a Conditional Use, provided it meets the criteria in LMC Chapter 15-2.2, and the Historic District Design Guidelines. The proposed lots comply with all required LMC

lot size, lot arrangement, lot dimension and access requirements. Because the existing home at 10 Daly Avenue is historic, the LMC Section 15-2.2-4 exempts it from off-street parking requirements (not including lockouts and accessory apartments).

A portion of the property has frontage on King Road. Access to the proposed vacant lot will be via King Road. Section 15-7-3(C) of the City's Land Management Code requires that all public improvements through the subdivision process conform with, among other things, the Park City Street Master Plan (SMP).

The SMP was adopted by the City Council in 1984 as a formal recommendation for specific improvements to the City's roads. Please find the following excerpt from the SMP:

Numerous sections of roadways are located outside of existing, platted rights-of-way owned by the City. These sections are primarily within the older sections of the City and have been used by the public for a long time. Consequently, these streets exist on prescriptive easements. A defined right-of-way for these streets should be secured and the roadways upgraded to the recommended minimum standards. Alternatives for acquiring needed rights-of-way would include trading, requiring dedication prior to development, and the possible purchase of critical sections.

King Road, between Norfolk Avenue and Main Street, is a street located outside of the existing, platted 1st Street right-of-way. Table II of the SMP indicates that King Road requires a 50' right-of-way. Therefore, through a subdivision process in this location, the City Engineer, Eric DeHaan, will request a dedication of all privately owned property 25' from the centerline of the existing pavement on King Road. This will be a condition of approval of this application. The proposed plat reflects this stipulation.

NOTICE

Notice of this hearing was sent to property owners within 300'. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on September 15, 2004, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the application the attached ordinance:

EXHIBITS

Exhibit A – Proposed Subdivision Plat
Exhibit B - Ordinance

Ordinance No. 04-

AN ORDINANCE APPROVING THE FIRST AMENDED 10 DALY AVENUE SUBDIVISION TO SUBDIVIDE THE 10 DALY AVENUE SUBDIVISION INTO TWO LOTS OF RECORD.

WHEREAS, the owner of the property known as Daly Avenue has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on October 13, 2004 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property subdivide a one lot subdivision into two legal lots of record; and

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

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

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

14. The property is located in the Historic Residential (HR-1) zone.
15. The plat amendment will create one 5,479 square foot lot which will accommodate the recently renovated single-family home located at 10 Daly Avenue. The other lot will be a vacant lot of 4,304 square feet.
16. Construction of a single family house on the vacant lot is allowed in the zone; construction of a duplex is a Conditional Use. The minimum lot area required for a duplex is 3,750 square feet.
17. The proposed lots comply with all required LMC lot size, lot arrangement, lot dimension and access requirements.
18. The existing home at 10 Daly Avenue is historic. LMC Section 15-2.2-4 exempts it from off-street parking requirements (not including lockouts and accessory apartments).
19. On April 24, 2003, the Park City Council approved a Subdivision to combine portions of Lots 1-4 of Block 74; portion of Lot 53 of Block 75; portion of Lot 1 of Block 32; and portions of platted, unbuilt First Street, Anchor Avenue & Woodside Avenue rights-of-way of the amended Park City Survey, into one lot of record. At this time, the applicant is requesting a plat amendment to subdivide the 10 Daly Avenue subdivision into two lots of record.
20. Properly designed streets are prerequisite to public health, safety, and welfare.
21. A dedication of all privately owned property 25' from the centerline of the existing pavement on King Road pursuant to the Park City Streets Master Plan.
22. No remnant lots will be created as a result of this application.

23. The Planning Commission reviewed this item at their October 13, 2004 meeting. A public hearing was held, and a unanimous vote was forwarded to the Council to approve the application.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

5. There is good cause for this plat amendment.
6. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
7. Neither the public nor any person will be materially injured by the proposed plat amendment.
8. As conditioned the plat amendment is consistent with the Park City General Plan.

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

The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.

Prior to the receipt of a building permit for any new construction on the vacant lot, the applicant shall submit an application for review for compliance with the Historic District Design Guidelines.

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

The applicant shall dedicate the necessary street right-of-way on the plat pursuant to the Park City Streets Master Plan. Said dedication shall be 25' in width as measured from the center line of existing King Road.

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

PASSED AND ADOPTED this 21th day of October, 2004.

CITY COUNCIL Staff Report



Subject: 3349 Meadows Drive
Date: October 21, 2004
Type of Item: Administrative; Plat Amendment

PLANNING DEPARTMENT

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving it according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

DESCRIPTION

Name: Eagle Pointe Subdivision Phase II Amendment
Project Planner: Ray Milliner
Owner of Property: Ed Colson
Location: 3349 Meadows Drive
Zone: RD-MPD

BACKGROUND

The applicant is requesting a plat amendment to enlarge the platted building pad for Lot 30A, A.K.A. 3349 Meadows Drive, of the Eagle Pointe Subdivision Phase II. Said lot is approximately 25,079 square feet in size with an existing building pad of approximately 8,000 square feet. If approved, the proposed 85' x 15' pad enlargement would increase the allowed building pad by approximately 1,275 square feet for a total building pad of 9,275 square feet. Phase II of Eagle Pointe was approved by the Planning Commission in December of 1996. The subdivision consists of 20.36 acres and 14 lots. Each lot has a platted building pad defining the allowable building area for a single-family home. This application was reviewed by the Planning Commission On October 13, 2004 and a positive recommendation was forwarded to the City Council.

ANALYSIS

The property is located in the RD-MPD zone. The proposed plat amendment will increase the buildable area of the lot by approximately 2,175 square feet. Lots in Eagle Pointe Phase II area limited by the plat to a maximum building square footage of 6,000 square feet, with setbacks of 12 feet on the sides, 15 feet in the front and 15 feet in the rear none of these platted requirements will change as part of this application. Central to the proposed application is the platted height limit for homes in this area. The Planning Commission when originally reviewing this project was concerned that tall single family homes on lots 28, 29, 30 and 31 would block the visual corridor of the ridge directly behind the lots. To mitigate the problem, the Commission required (on the plat) that the lots have progressively smaller building pads, and that the rear corners of each building pad be assigned a height limit significantly below that ordinarily required by the LMC. The platted rear height limits for lot 30A are presently 19.4 feet above existing grade on the east, and 24.4 feet above existing grade on the west. The applicant is proposing that his building pad be increased in size to approximate

that of Lot 29, and is proposing that the rear building height limits be adjusted to 14.9 feet above existing grade on the east corner and 19.5 feet above existing grade on the west corner. Because the applicant has lowered the maximum height of the building as it traverses back on the lot, staff finds that the proposed building pad size increase will not impact the view corridor of the property behind Lot 30. Staff supports this application because it results in a lower profile house and the net square footage will not be greater than the platted 6,000 square feet.

NOTICE

Notice of this hearing was sent to property owners within 300' on September 28, 2004. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW

The Planning, Engineering and Building Departments have reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on September 14, 2004, where representatives from local utilities and City Staff were in attendance. No additional issues were raised.

RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving it according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

EXHIBITS

Exhibit A – Proposed Ordinance

Exhibit B – Proposed Plat Amendment

Ordinance No. 04-

AN ORDINANCE APPROVING AN AMENDMENT TO LOT 30A, A.K.A. 3349 MEADOWS DRIVE, OF THE EAGLE POINTE SUBDIVISION PHASE II PARK CITY, UTAH

WHEREAS, the owner of the property known as 3349 Meadows Drive, has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on October 13, 2004 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove one lot line between two lots of record creating one lot of record; and

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

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

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

1. The property is located in the Residential Density Master Planned Development (RD-MPD) zone.
2. The RD-MPD zone is a residential zone characterized by a mix of larger contemporary residences and multi-unit condominium residences.
3. The proposed 85' x 15' pad enlargement would increase the allowed building pad by approximately 1,275 square feet for a total building pad of 9,275 square feet.
4. A height maximum of 14.9 feet above existing grade on the east corner and 19.5 feet above existing grade on the west corner is proposed on the rear of the expanded building pad.
5. Access to the property is available from Meadows Drive.
6. The lot size is 25,079 square feet.
7. Setbacks for the property are 12 feet on the sides, 15 feet in the front and 15 feet in the rear.
8. The Maximum house size for the lot is 6,000 square feet plus an additional 600 square feet for the garage.

9. The proposed amendment to the maximum building footprint will not result in additional building square footage.
10. No remnant lots will be created as a result of this application.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

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

1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. A note shall be added to the plat declaring that the maximum building height for the rear of the structure shall be 14.9 feet above existing grade on the east corner and 19.5 feet above existing grade on the west corner.
3. All platted limitations on the lot not relating to the amended building pad and rear building height limitations shall remain in effect.
4. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
5. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
6. The December 1996 MPD approval by the Planning Commission remains in full force and effect.

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

PASSED AND ADOPTED this 21st day of October 2004.

City Council Staff Report



Author: Gary Hill, Budget, Debt & Grants Manager
Subject: EMERGENCY PLANNING & RESPONSE
COMMITTEE
Date: October 21, 2004
Type of Item: Informational/Legislative

BUDGET, DEBT, &
GRANTS

Summary Recommendations:

1. Update City Council on the creation of a Comprehensive Emergency Plan being developed by the Emergency Planning & Response Committee; and
2. Adopt the Pre-Disaster Hazard Mitigation Plan Resolution in order for the City to be eligible to receive federal disaster mitigation funds

Description:

Topic:

Emergency Planning and Response Strategies

Background:

All cities are vulnerable to natural, technological, and man-made hazards that have the possibility of causing serious threat to the health, welfare, and security of our citizens. Park City's location and history make it susceptible to a number of types of disasters. Old building stock and nearby forests raise the potential for disastrous fire. The City's geographic location suggests earthquakes, blizzards and high winds, and the topography makes floods and landslides a concern. In addition to these natural disasters, terrorism and incidents involving weapons of mass destruction (WMD) have been a priority for the City since hosting the 2002 Winter Olympic Games.

Park City has created or otherwise been included in local and regional disaster response plans for many years. The City originally developed an Emergency Response Plan, which has since been augmented by the City's Homeland Security Interim Response Plan (Attachment A). This Interim plan was adopted in March of 2003 and serves as the City's current procedure for responding to a terrorist or WMD attack.

In addition to plans created by staff, Park City has coordinated with several other agencies in the development of regional disaster mitigation and response programs. Organizations include Summit County and the County Sheriff's Office, Mountainland Association of Governments (MAG), and the Federal Emergency Management Agency (FEMA).

The City also employs many disaster mitigation and response practices through other programs such as the Facilities Emergency plan used during the Olympics and through documents like the Land Management Code, Building Code, and Fire Code.

Analysis:

In an effort to incorporate the various plans and practices into a comprehensive program specific to Park City, the City Manager has created a staff committee to study and recommend pre-emergency mitigation and emergency response strategies. The Emergency Planning and Response Committee (EPRC) is made up of Chief Lloyd Evans, Mark Harrington, Gary Hill, Alison Butz, Ron Ivie, Jerry Gibbs, and Cindy LoPiccolo. The committee is tasked with developing a comprehensive emergency plan to mitigate the likelihood of disaster and address the response mechanisms the City would employ in case of an emergency. The plan will incorporate and acknowledge existing regional and local emergency preparedness and response plans and become a comprehensive disaster mitigation and response program for the City.

As previously mentioned, the City's comprehensive disaster plan will have two focuses: (1) Pre-Disaster Mitigation, and (2) Emergency Response. In both cases, federal, state and county emergency plans are helpful and are in place, but the City will need to continue to focus on local risks and concerns. It is the intent of the EPRC to tailor a program to Park City's specific needs while maximizing resources available through other agencies and programs. The Committee will consolidate the plans over the next several months into one practical, comprehensive plan and present its findings and recommendations to City Council as appropriate.

Federal Disaster Mitigation Act

One component of the City's mitigation plan will be to incorporate existing disaster mitigation requirements and programs. One such requirement is the adoption of a Pre-Disaster Mitigation (PDM) Plan Resolution (Attachment B) in order for the City to be eligible to receive federal disaster mitigation funds.

On October 30, 2000, President Clinton signed the Disaster Mitigation Act of 2000 into law. Under the Act, state and local governments are eligible for Federal hazard mitigation funds if they submit for approval a mitigation plan. This plan is a summary of local and regional mitigation plans that identifies natural hazards, risks, vulnerabilities, and describes actions to mitigate the hazards, risks, and vulnerabilities in that plan. The Mountainland Association of Governments (MAG), which includes Summit County, is responsible for developing a PDM plan for our region (a copy of the PDM Plan can be viewed in the Recorder's Office and will be included with the adopted Resolution, but is too large for inclusion in the Council Packet).

The Pre-Disaster Mitigation Plan process was presented to the MAG Executive Council in early 2002 which approved the process unanimously. An Ad-Hoc Disaster Mitigation Plan Steering Committee was created to determine which hazards were applicable, to

provide historical background, develop mitigation strategies and to review the draft plan. Chief Lloyd Evans has participated as Park City's representative to the committee.

MAG has determined through GIS mapping that the hazard with the potential to affect the most people in the Park City community is "**Wildfire**" and the mitigation measure recommended in the plan is "**Educate homeowners on firewise practices.**" While Park City does not need to implement the mitigation measures to be eligible for disaster funding, the City currently mitigates the hazard through the Building and Fire Codes. The Committee will include additional measures as a component of Park City's comprehensive disaster plan.

Although only a piece of the City's comprehensive disaster management plan, adoption of the Pre-Disaster Mitigation Plan by resolution will allow the City to be eligible for federal disaster mitigation funds.

Department Review:

City Manager, Public Safety, Budget, Debt and Grants, Special Events & Facilities, and Legal

Alternatives:

Approve the Request:

City Council should adopt the attached Pre-Disaster Mitigation Plan resolution in order to be eligible for disaster mitigation funding

Deny the Request:

City Council could choose to not adopt the attached resolution. This would make the City ineligible for federal disaster mitigation funding in the event of a disaster.

Continue the Item:

City Council could choose to discuss the item resolution at another time.

Do Nothing:

Same as denying the request

Significant Impacts:

By adopting the resolution, the City will be eligible for federal disaster mitigation funds if Park City should suffer a catastrophic event. While the cost of response to and recovery from potential disasters can be lessened through mitigating their impacts before they occur, an important component of a comprehensive plan is to ensure the means for recovery after the event. Adopting this resolution will help in this effort.

Consequences of not taking the recommended action:

By not adopting the resolution, the City will not be eligible for federal disaster mitigation funding.

Recommendation:

City Council should adopt the Pre-Disaster Mitigation Hazard Plan resolution. This will serve as one component of a comprehensive mitigation plan to be developed by the City's Emergency Planning & Response Committee over the next several months.

Attachments:

A – Park City Homeland Security (Interim Response) Plan

B – Resolution adopting the Pre-Disaster Hazard Mitigation Plan

A RESOLUTION ADOPTING THE MOUNTAINLAND ASSOCIATION OF GOVERNMENTS PRE-DISASTER HAZARD MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000.

WHEREAS, President William J. Clinton signed H.R. 707, the *Disaster Mitigation and Cost Reduction Act of 2000*, into law on October 30, 2000.

WHEREAS, the Disaster Mitigation Act of 2000 requires all jurisdictions to be covered by a Pre-Disaster Hazard Mitigation Plan to be eligible for Federal Emergency Management Agency pre-disaster mitigation funds,

WHEREAS, Mountainland Association of Governments (MAG) has been contracted by the State of Utah to prepare a Pre-Disaster Mitigation Plan covering all of the jurisdictions in the MAG Area, and

WHEREAS, the MAG Executive Council approved MAG Staff to write the plan on February 21st 2002, and

WHEREAS, Park City Municipal Corporation is within the MAG Area, and

WHEREAS, the Park City Council is concerned about mitigating potential losses from natural disasters before they occur, and

WHEREAS, the plan identifies potential hazards, potential losses and potential mitigation measures to limit losses, and

WHEREAS, the Park City Council has determined that it would be in the best interest of the community as a whole to adopt the Pre-Disaster Hazard Mitigation Plan as it pertains to the City, therefore

BE IT RESOLVED BY THE PARK CITY COUNCIL THAT:

The attached "Mountainland Association of Governments Pre-Disaster Mitigation Plan" be adopted to meet the requirements of the Disaster Mitigation and Cost Reduction Act of 2000.

This Resolution shall be effective on the date it is adopted.

PASSED AND ADOPTED this 21st day of October, 2004.

PARK CITY MUNICIPAL CORPORATION HOMELAND SECURITY (INTERIM) RESPONSE PLAN

PURPOSE

Since the terrorist attacks of September 11, 2001, the question of how to protect our communities against terrorism and incidents involving Weapons of Mass Destruction (WMD) has been at the forefront of concern and planning for the future of American communities. Preparations and response to events such as these is a task that has just begun for many communities across the country. Disaster planning and emergency preparedness plans certainly contribute to the ability of planners to develop Homeland Security Plans, but it is not as simple as removing one label and applying another. As Park City Municipal begins the sizable task of developing and implementing a Homeland Security Plan, providing an interim response plan is a prudent direction to take.

Should a significant incident occur surrounding a terror type attack within our community, the City organization will have three primary areas of focus. First, continued internal operation of the City organization, second, a response to the community need for assistance, and third, recovery from the affects of the incident. This interim plans begins by outlining the initial and critical first responses to an incident involving Homeland Security issues.

OBJECTIVES

- 1 - To outline appropriate responses to an incident that may arise from a terrorist or WMD attack.
- 2 - To ensure that essential City services are maintained during an incident.
- 3 - To develop a cooperative effort between City departments in addressing preparation and response, surrounding an incident.
- 4 - To develop an understanding of the roles and responsibilities of each department.
- 5 - To establish and define roles and responsibility within an incident command structure.

AUTHORITY

DUTY OF THE MAYOR:

PROCLAMATION OF LOCAL EMERGENCY

In the event of, or threat of, a disaster, attack, internal disturbance, natural phenomenon, or technological hazard, as defined in UCA 63-5a-2, the Mayor may proclaim a state of "local emergency" under UCA 63-5a-6 and may act under City Code

2-4-15 to appoint special police. In the absence of the Mayor, Mayor Pro-Tempore will act in that capacity as outlined in City Code 2-2-8.

DUTY OF THE CITY MANGER:

The City Manager is the Chief Administrative Officer of the City, as defined in City ordinance 2-4-1 and will administer all affairs of the City as directed in City Code 2-4-3 (A thru M).

DUTY OF THE CHIEF OF POLICE:

The Chief of Police is the appointed executive officer of the Public Safety Department of the City and directs the police and communication departments.

ROLES AND RESPONSIBILITIES

INCIDENT COMMAND:

Within the Incident Command structure the following roles and responsibilities are assigned;

Incident Commander

The City Manager or his designee, will act as the Incident Commander and has final staff authority within the incident command structure and shall be responsible for the executive direction of all incident response activities during the course of an incident.

Emergency Operation Center Commander

The Chief of Police or his designee, will act as the Emergency Operations Center (EOC) Commander and will be responsible, in conjunction with the Incident Commander, to determine if and when activation of this emergency response plan is needed. The Chief of Police or his designee will be responsible for notifying and requesting resource deployment from City, Special Service Districts, County, State and Federal departments and/agencies upon activation of this plan.

Public Information Officer

Public Affairs Director, or whomever the City Manager may appoint, will act as Public Information Officer (PIO), to provide a liaison with media groups on behalf of the City. The PIO will be stationed at the EOC.

Coordination Group

The following City officials will be present in the EOC, should activation of the center occur in response to an incident;

1. City Manager - Incident Commander
2. Chief of Police - EOC Commander
3. City Attorney
4. Mayor or Mayor Pro-Tem
5. City's Building Official
6. City's Fire Marshal
7. Finance Manager
8. Public Works Director
9. Other staff as directed/designated by the City Manager

This group of individuals will act as the coordination group for the incident response effort. In the event of telephone service interruption due to an incident, these representatives should report to the EOC without undue delay.

Operations Supervisors

This group of individuals consist of mid-level managers and first line supervisors within each City department that will manage incident activities and operations in cooperation with other managers/supervisors and will direct the efforts of the supporting staff. This group will report directly to the department head or department manager, who in turn will report to and receive direction from the EOC and the Incident Commander.

DEPARTMENT RESPONSIBILITIES:

Each department head or manager should ensure that core responsibilities for that department are defined within the scope of the departments resources and that staff and resources are assigned to the appropriate tasks relating to those core functions. As well, a readiness to provide assistance or response in a support role outside of areas responsibility will be expected.

PROCEDURES AND OPERATIONS

Should a threat of, or an incident of terrorist attack or use of Weapons of Mass Destruction occur, activation of this plan and the establishment of an EOC may be directed by the City Manager. The EOC will be established at the Marsac Building (City Hall) in or near the police dispatcher center. In the event that the Marsac Building (City Hall) is unuseable or inaccessible, the administrative offices of the Public Works building may be used as a secondary emergency operations center.

Should an incident be reported to an employee or should an employee become aware of the threat of or occurrence of an incident, they should notify their immediate supervisor/manager (or designee) and describe the nature of the problem and the situation. (If immediate emergency response is needed, 9-1-1 should be accessed and a report made.) The supervisor/manager (or designee) will determine the immediate course of action to be taken to address or resolve the situation if possible and then notify the City Manager (or designee) and advise of the situation, response underway, if any, and status. The City Manager (or designee) will notify the Chief of Police who will be responsible to notify the appropriate resources for assistance and/or stand-by.

A decision to activate this plan and/or the Emergency Operations Center, will be made at that time by the appropriate authority.

Upon activation of this plan and the opening of the City's EOC, the members of the City Council will be notified and provided response directions by the Mayor. The City Manager will determine the best location for the Council to meet should it become necessary to convene a meeting of that body.

In the event of an incident occurring which involves the outlying areas of Park City, a coordinated effort with Summit County and the County Emergency Operations Center will be undertaken. The Chief of Police (or designee) may detail an individual to respond to the Justice Center to act as a liaison between the City and the County's EOC. The City Manager will make a determination if the City should activate this response plan and/or the City EOC.

COMMUNICATIONS PROCEDURES DURING INCIDENT

The police dispatch will act as the emergency communications operations center during any incident and provide coordination with the public works and transportation departments radio system. The EOC Commander will determine the radio frequencies that will be used during emergency operations

CITY DEPARTMENTS - OPERATIONAL PLANS

Each City Department has developed emergency response plans which address their areas of specific responsibility and should be used as a guide in fulfilling a request for response based on activation of this plan. Until such time as specific planning can be conducted and specific plans developed, review of existing plans by each department, in an effort to develop a response to the types of incidents outlined, should be completed by each department manager.

OPERATIONAL REFERENCES

Park City Municipal Corporation's Emergency Response Plan, Chapter 1, BASIC PLAN, (master copy is located in the office of the City of Police at the Marsac Building -

City Hall), may be used as a reference guide when conducting operations as outlined in this plan.

General and resource information may also be obtained from other chapters of the Emergency Response Plan in its current form and format. However, portions of the plan are dated and require updating and/or revision and may or may not provide adequate or reliable information.

RESOURCE AGENCIES

- 1 - Summit County Emergency Operations Center and Disaster Response Plan
 - County Health Department
- 2 - State of Utah Department of Emergency Services and Homeland Security
 - State Health Department
- 3 - Federal Department of Homeland Security
 - FEMA
- 4 - Private Disaster Response resources
 - American Red Cross

AUTHOR: Pace Erickson, Operations Manager
SUBJECT: Racquet Club Water Service Line Replacement
DATE: October 21, 2004
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Accept the Racquet Club Water Service Line Replacement bids and authorize staff to enter into an agreement (attached) with Alternative Mechanical for Exterior water line replacement in the amount of \$25,570 (Bid Schedule A) and with Ralph Tye & Sons Inc. for the interior water line replacement in the amount of \$15,892 (Bid Schedule B), in a form approved by the City Attorney.

Topic: Racquet Club Water Service Line Replacement Contracts

Background:

Park City Municipal Corporation purchased the Park City Racquet Club in 1987 for \$450,000. Soon after its purchase, City Council began to ask for public input as to its future. A task force was assigned to determine the current status of the Racquet Club and develop a capital improvement strategy. The task force found that tennis was the number one draw and would be the most financially viable program at the Racquet Club. However, public input suggested the facility needed more amenities in order to fill a greater community need. Designs were finalized and renovation of portions of the building began in 1989 which included: Larger locker rooms, expanded restaurant space, new check in area, lap pool, gymnasium, aerobics / dance room and staff office space.

In 2003 City Council approved a structural upgrade and new roof for the facility. Approximately \$530,000 was expended to completely remove the old roof, improve the underlying structural integrity of the building and install new materials over the tennis courts. Additionally, a new pool and other interior and exterior improvements have been made in order to better serve the community. While the Racquet Club has seen its fair share of improvements, the main water line and much of the piping in the facility is thirty years old. Many attempts to repair the reoccurring leaks in the water line have cause considerable disruption to the Racquet Club and to patrons using the facility.

Staff originally requested three proposals from plumbing contractors to replace the water line as one proposal. However, the proposals came back much higher than originally estimated. The original proposals ranged in price between \$48,000 and \$55,000. Staff felt we could get a better price if we separated the project into two separate proposals. One; being the exterior excavation and pipe installation (Bid

Schedule A). Two; being the actual piping and connection inside the Racquet Club (Bid Schedule B). As a result, the total project cost was greatly reduced.

Analysis:

Structural Analysis

Through research and analysis by Chuck Lush with Advanced Concept Engineering, it was determined that the current pipe sizing was too small to allow for adequate water flow. This increased the velocity through the pipe to much greater velocities that it was designed to carry. This situation has resulted in the deterioration of the interior pipe wall to the point of failure. In order to rectify the problem, a new larger service line needed to be installed. It was further identified that the boiler and interior piping was also inadequate to meet the current needs of the Racquet Club. This additional project will be submitted as part of the 2005-2006 FY Capital Improvements Budget process.

Timing

Timing is critical to completing the structural up-grade and installation of the new water service line. Staff believes the old water line is in such poor condition it is likely to fail again soon.

Budget

Currently there is \$18,000 committed to the project in Building Improvements and Enhancements fund 31-42138 and sufficient funding to cover the remaining \$ 23,462 of the project located in the Racquet Club Improvements fund 31-42153.

Bid Tabulation

General Contractor	Bid Schedule A (Exterior Plumbing)	Bid Schedule B (Interior Plumbing)
Alternative Mechanical	\$ 25,570	\$ 20,420
Ralph Tye & Sons	No Bid	\$15,892

Department Review: The Public Works, Legal, Building, Recreation, Capital Projects, and Budget and Grants departments have reviewed the staff report and proposal.

ALTERNATIVES:

A. Award the Contract to the Lowest Responsive Bidder separately: Accept the Racquet Club Water Service Line Replacement bids and authorize staff to enter into an

agreement with Alternative Mechanical for Exterior water line replacement in the amount of \$25,570 (Bid Schedule A) and with Ralph Tye & Sons Inc. for the interior water line replacement in the amount of \$15,892 (Bid Schedule B). **This is staff's recommendation.**

B. Award the Contract to the Lowest Responsive Bidder on both schedules A & B: Accept the Racquet Club Water Service Line Replacement bids and authorize staff to enter into an agreement with Alternative Mechanical in the amount of \$45,990. The amount includes schedules A & B. **Staff does not recommend this action.**

C. Award the Contract to the second low bidder: Staff does not recommend this action.

D. Re-bid the Contract: Staff does not recommend this action.

E. Do Nothing: Staff does not recommend this action.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

City Council has identified Racquet Club improvements as a number two priority. With that in mind, it is critical to the continued operation of the Racquet Club and future of the recreation Programs at the Racquet Club to continue to complete necessary structural and mechanical up-grades to the facility. The water service line will continue to deteriorate at an accelerated rate. It is clear from the engineering review, a new water service line needs to be installed.

RECOMMENDATION:

Accept the Racquet Club Water Service Line Replacement bids and authorize staff to enter into an agreement with Alternative Mechanical for Exterior water line replacement in the amount of \$25,570 (Bid Schedule A) and with Ralph Tye & Sons Inc. for the interior water line replacement in the amount of \$15,892 (Bid Schedule B).

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of October, 2004, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter ACity@), and Alternative Mechanical, 28 E. Fireclay, Murray, UT 84107, which is a (check one) ____ corporation ____ partnership ____ sole proprietorship ____ limited liability company (hereinafter AContractor@).

PURPOSE: For the project known as the Racquet Club water service line (hereinafter AProject@), which consists of water service line and stub into the Racquet Club Proposal Item "A".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates: _____, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the AProject.@"

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the Public Works Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of a submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers, and materialmen who supplied services or materials to

the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing

Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

The City shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **Twenty-Five Thousand Five Hundred and Seventy Dollars (\$25,570.00)** (AContract Amount@) for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary

to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment A) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor. The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement

verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **Thirty days (30)**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor Bif no mutual agreement, then no liquidated damages) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a

custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefor within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or

off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are

approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Community Development Department, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the

impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Community Development Department.

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approve a parking plan. The plan shall also include anticipated temporary parking (e.g. delivery vehicles, large equipment parking).

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the Community Development Department, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Pace Erickson, or such other person designated by the Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: _____, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of October, 2004, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter ACity@), and **Ralph Tye & Sons, Inc., 5200 South 300 West, Salt Lake City, UT 84107-4793**, which is a (*check one*) ____ corporation ____ partnership ____ sole proprietorship ____ limited liability company (hereinafter AContractor@).

PURPOSE: For the project known as the **Racquet Club water service line** (hereinafter AProject@), which consists of **plumbing inside the Racquet Club Proposal Item "B"**.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates: _____, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the AProject.@"

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the Public Works Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of a submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers, and materialmen who supplied services or materials to

the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing

Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

The City shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **Fifteen Thousand Eight Hundred and Ninety Two Dollars (\$15,892.00)** (AContract Amount@) for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete

this Project, including any additive alternates listed within the Scope of Work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment A) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor. The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement

verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **Thirty days (30)**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor Bif no mutual agreement, then no liquidated damages) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a

custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefor within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or

off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are

approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Community Development Department, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the

impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Community Development Department.

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approve a parking plan. The plan shall also include anticipated temporary parking (e.g. delivery vehicles, large equipment parking).

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the Community Development Department, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Pace Erickson, or such other person designated by the Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: _____, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

**CITY COUNCIL
STAFF REPORT**



Author: Patrick Putt
Subject: National Ability Center and Quinn's Recreation
Complex Annexation
Date: October 21, 2004
Type of Item: Legislative

Planning Department

Summary Recommendations:

Staff requests the Council hold a public hearing, consider input, and approve the National Ability Center and Municipal Recreation Complex Annexation and Annexation Agreement by Resolution and adopt an Ordinance amending the official Park City Zoning Map.

Description:

Project Name: National Ability Center (NAC) and Quinn's Junction Recreation Complex Annexation
Applicant: Park City Municipal and National Ability Center
Location: East of Fairway Hills Phase Two, and west of SR 248, approx 1/8 mile south of the SR 248 & I40 interchanges.
Zoning: Summit County -Developable Lands (DL) - base zoning of 1:20; 1:40 depending on any Sensitive Lands (slope, wetlands, etc.)
Proposed Zoning: Protected Open Space (POS); Recreation Open Space with underlying Master Planned Development (ROS – MPD)
Adjacent Land Uses: Single family residential, undeveloped private lands, open land, institutional use

Background

The Planning Commission reviewed this item at their October 13, 2004 meeting. A public hearing was held, and a unanimous vote was forwarded to the Council to approve the application.

On August 11, 2004, the National Ability Center and Park City Municipal Corporation submitted a petition to annex into Park City an area located in the Quinn's Junction area located east of Fairway Hills Phase Two, and west of SR 248, approximately 1/8 mile south of the SR 248 & I40 interchange (Exhibit A – Vicinity Map; Exhibit B - Annexation Map). The overall property is approximately 136 acres, and consists of 3 parcels: A City-owned open space parcel (approx. 39.5 acres of a 119 acre parcel, tax identification # SS-97-A-1), the NAC parcel (SS-97-B, approx 26.2 acres), and an approximately 70.5 acre City-owned parcel deeded to PCMC by Florence Gillmor for recreational uses (SS-91-B-X and SS-97-X). All of these areas are currently within

Summit County's jurisdiction.

The 39.5 acre parcel included in the annexation petition (located behind the NAC to the west, adjacent to Fairway Hills Phase II) is a portion of a larger 119 acre parcel that the City purchased in 2003 from the Gillmor Family. Funds to purchase the lands were allocated from an open space bond, under the direction of COSAC II. This property is subject to an open space deed restriction maintaining it in perpetuity as open space. This parcel provides contiguity to existing City limits.

The only existing development located within the proposed annexation area is the National Ability Center (NAC) campus. This 26 acre parcel was deeded to the NAC by Florence Gillmor and is restricted in its use to adapted recreational programs. The remaining parcel is a 70.5 acre parcel adjacent to SR 248, given to the City by Florence Gillmor. The City intends to develop a recreation complex on this site which will include sports fields and an ice facility. This parcel has a number of deed restrictions placed on it by the former owner limiting uses to recreational. The City has submitted a Master Planned Development (MPD) application to develop a recreation complex on this parcel. Design of the recreation complex is currently moving from the conceptual design stages and into schematic design and will be discussed in conjunction with the annexation as a work session item at tonight's meeting. A subdivision application will also be filed to create a developable lot to accommodate the recreation complex.

Annexation Procedural History

Municipal annexation is a legislative act governed procedurally by Utah state law. On August 26, 2004, the Park City Council accepted the petition for annexation. The City reviewed the petition against the criteria stated in Sections 10-2-403 (2), (3), and (4) of the Utah Code of the Utah Code, Annotated, 1953, as amended, and made findings that the petition complies with all applicable requirements of the Utah Code. A City Council public hearing to discuss acceptance of this annexation petition was conducted by the on August 26, 2004. There was no public input in opposition to the annexation expressed at this public hearing. On September 2, 2004, letters were sent to the Affected Entities giving notice that the petition had been certified and the 30-day protest period had begun. October 3, 2004 was the deadline for Affected Entities to file a protest with the Summit County Boundary Commission. No protests were filed.

Procedurally, the Planning Commission forwards a recommendation on annexation petitions and zoning to the City Council for final action. The Planning Commission reviewed this item at their October 13, 2004 meeting. A public hearing was held, and a unanimous vote was forwarded to the Council to approve the application. Once the City Council enacts an ordinance annexing the unincorporated area all applicable zoning and Land Management Code sections shall apply to the annexed property.

Analysis

The Annexation Policy Plan requires an annexation evaluation and staff report to be presented that contains certain items (see Section 15-8-5 (B)). The staff analysis is as follows:

1. General Requirements of Section 15-8-2

The annexation meets the general annexation requirements as stated in Section 15-8-2. See Section E of this staff report for a detailed analysis of the annexation as it relates to Section 15-8-2.

2. Map and natural features

The property consists of 136 acres, including 3 smaller metes and bounds parcels lying within the northeast ¼ of Section 3 & the northwest ¼ of section 2, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Summit County. The area proposed for annexation is within the City's Annexation Expansion Area, as described by the City's Annexation Policy Plan found in Section 15-8-7 of the Park City Land Management Code. The parcel is currently zoned SL (Sensitive lands) and DL (Development lands) in Summit County, subject to the Snyderville Basin General Plan. The applicants propose to zone the COSAC purchased 39.5 acre parcel POS, and the two recreation-deeded parcels with ROS-MPD zoning. Further analysis can be found under criteria #6. The applicants have submitted an accurate map of the area showing the boundaries, property ownership, topography, natural features, and environmentally sensitive areas.

3. Residential Density

No additional residential density beyond the existing NAC dormitories is proposed as a part of this application. No additional residential or commercial density is contemplated by the NAC at this time. If Zoned ROS, the NAC could apply for a Conditional Use Permit for additional dorms, however discussions with the NAC suggest this is not likely in the foreseeable future.

4. Land Uses-existing and proposed

NAC - The only existing development located within the proposed annexation area is the National Ability Center (NAC) campus. This 26 acre parcel was deeded to the NAC by Florence Gillmor and is restricted in its use to, year-round innovative therapeutic, and adapted recreational programs... including [horse] riding, fitness center, dormitory, central lodge, and "various related and complimentary recreational activity facilities." The type of development and uses are consistent with the deed restrictions and include: an administrative building (approx. 7,500 s.f.), a dormitory (approx. 12,200 s.f.), an indoor equestrian arena (approx. 17,000 s.f.), a few small outbuildings, as well as outdoor ropes course, playground area, and support parking (Exhibit C – NAC site plan).

These types of uses are consistent with the proposed ROS zoning and would be allowed Conditionally. Staff understands that the existing equestrian center and structures for the ropes course exceed the zone height limit (28'). The underlying ROS-MPD zoning designation has been requested to prevent the creation of any non-complying structures. At this time the NAC is not proposing additional development.

Recreation Complex – An introductory summary of this proposed facility will be presented during tonight's work session. A conceptual site plan is found as Exhibit D.

Wildlife Study - The City has recently conducted a study to measure potential effects on wildlife resources of the proposed Park City annexation and development, potential effects on wildlife resources on lands adjacent to the proposed development were also evaluated. The proposed development area was determined to contain wildlife species and wildlife habitat typical for the vegetative types and elevation zone. Of significance, one Utah sensitive species, the greater sage grouse, was found on the development and on adjacent areas. Seven prioritized recommendations were made to minimize and compensate for potential impacts of the proposed development. The intent of these recommendations is to increase the probability of the perpetual continuance of wildlife and wildlife resources currently available in the area (Exhibit E). The study does not preclude development on the parcel and recognizes the adjacent 1400 acres of city-owned open space as a major mitigation area.

Environmental Issues – City staff has documented related environmental issues for the proposed annexation (Exhibit F). The annexation is outside the City's Soils Ordinance District. Furthermore, the City does not have any environmental assessments or known previous history of the site being impacted with historic mining impacts or other industry. It should be noted that the site is situated within the Silver Creek Watershed drainage, due to this classification, any work resulting in a land disturbance equal to or >1 acre will need to strictly adhere to Park City's Storm Water Management Plan and implement storm water Best Management Practices.

Utility & Access – At this time the applicant has developed preliminary utility and access plans to serve the recreation complex (with continued service to the NAC). Discussion points have been outlined by City Engineer Eric DeHaan, and can be found attached as Exhibit G – (Existing and Proposed Roadway Systems and Easements). The City Engineer's comments recognize the potential impacts of development on adjacent private parcels, but in general are amenable to initial designs to provide adequate utility and access to the proposed annexation area.

5. Character and Development of adjacent property

Surrounding land uses include a single family subdivision to the west (Fairway Hills II), and undeveloped privately owned lands to the northeast and east. The other adjacent property to the south and northwest are City-purchased open space lands. These City-owned open space areas are currently used for passive open space uses such as hiking, biking, and wildlife observation. Much of these lands are designated as Sensitive Lands by both City and Summit County Zoning standards (view shed hillsides, steep slopes, and sensitive ridgeline areas). There is very limited development potential on these lands (trailheads, or similar development intended to preserve conservation value) because of deed restrictions placed on them at the time of purchase. The City and County are both currently under heavy development pressure from the adjacent private property owners.

In response to this pressure Park City and Summit County passed a resolution to conduct a joint study on Land Use for the entire Quinn's Junction area. It was intended

that the study be a collaborative public planning process, gathering input from all stakeholders involved, ultimately creating a plan complete with implementation strategies for the area. The City and County staff has since synthesized the input and concepts that came out of the July 2003 community planning charette. The Quinn's Junction principles and map attached as Exhibit H represent an overview of the process, findings and land use principles.

6. Zoning- existing and proposed

The parcel is currently zoned SL (Sensitive lands) and DL (Development lands) in Summit County, subject to the Snyderville Basin General Plan. The requested zoning is ROS-MPD and POS. The ROS zone allows: Trails and Trailhead Improvement and Outdoor Recreation Equipment as Administrative Conditional Uses; and Recreational Outdoor and Trail Lighting and Recreation Facility, Public as Conditional Uses (Exhibit I – Land Management Code - ROS and POS Zoning Regulations. The POS district is very restrictive and in general allows trails and trailhead parking and small accessory support buildings to recreational amenities. The proposed zoning of POS and ROS-MPD is consistent with Park City's General Plan, with the surrounding zoning, land uses, as well as the Quinn's Junction Study and Joint Planning Commission Development Principles which contemplates the uses proposed.

7. Goals and Policies of the Park City General Plan

This annexation is consistent with the goals and policies of the Park City General plan in that the annexation provides the ability to propose a development that 1) provides both community-based and tourism-based recreational opportunities 2) preserves and promotes existing trails and trail connections, 3) pursued and created consensus on appropriate development patterns in a joint-planned area consistent with findings adopted by the joint planning commissions, 4) is sensitive to wildlife resource impacts, 5) recognizes the importance of protecting and respecting the importance of entry corridors, and 6) promotes and protects open space. It is logical, reasonable, and consistent with the General Plan to provide municipal level services to this property and to combine it with surrounding vacant property already within the City limits, under common ownership, as part of a Master Planned Development to further the goals and policies of the Park City General Plan.

8. Assessed valuation

Annexation of the proposed area will not have a negative impact on the property's assessed valuation. According to the Summit County assessor's office the current assessed valuation of the annexation parcel is \$0, because the NAC is a non-profit and the two City-owned parcels are tax-exempt.

9. Demand for municipal services

All essential services will be provided by existing entities. Park City Fire District, Snyderville Basin Water Reclamation District (SBWRD - sewer), Park City School District, Questar gas, [PacifiCorp](#) - power, Comcast - cable, Qwest - gas, and BFI trash removal. For specific details, please see General Requirements (15-8-2-F) later in the analysis. There is no residential development allowed as part of this annexation. The

NAC and City are exempt from paying property tax and therefore would provide no revenues to these taxing entities.

10. Effect on City boundaries

As development pressure in this area has increased, it has become a priority to bring City-owned open space and recreation areas into City limits. Staff anticipates this annexation being the first step towards expanding City limits to include all of the City's almost 1,400 acres of open space. The City has entered into pre-annexation agreements with two adjacent private property owners (Burbidge and Quinn's Junction Partners(Ericksen)).

11. Timetable for extending services

The City has hired a consultant to assist in the design of the recreation complex. At this time they are beginning to move from conceptual design stages into schematic design. Preliminary utility plans are currently being investigated. General City and County Services can be extended to the property upon approval of a Master Planned Development, subsequent platting of the property, and issuance of building permits for approved development.

The NAC is currently served with all necessary utilities. They pump sewer back into Fairway Hills. A line extension agreement with SBWRD down to either the Rail Trail or I40 will be required before additional services can be extended to serve the recreation complex. The NAC also currently has power coming down from Fairway Hills. It is anticipated that Utah Power will see this as an opportunity to connect their power loop between Park Meadows and State HWY 248. The City has currently investigated different possibilities to provide water to the location and feel confident in their ability to do so. There is existing infrastructure in Fairway Hills but it may be inadequate to cover all necessary fire protection systems. The City has also investigated bringing in water from an outside source – further detail can be found under 15-8-2(F)(6). A preliminary plan to provide natural gas is also being discussed at this time. A more complete review of utility impacts can be found attached as Exhibit G – Traffic and Utility Impacts).

12. Revenue versus costs

The total budget for the recreation complex project is \$6.5 million. The City and County bonded for a total of \$4.5 million dollars to be allocated to this project. Additional funding will be a combination of Rap tax, impact fees, sale of assets, and RDA increment.

On August 26, 2004 Park City Municipal Corporation and the Snyderville Basin Special Recreation District approved a comprehensive Interlocal Agreement regarding the construction and operation of a regional ice facility. The basic terms of the Agreement call for the City to take the lead in planning, constructing, and operating the regional ice facility. Each Party agreed to provide \$2 million dollars towards initial construction and a minimum commitment of \$50,000/year towards operating subsidies / capital

replacement schedules. The executed Agreement is for 50 years and has clauses to review financial terms every three years.

It is currently expected that the ice facility will be operated seasonally for the first two years until the programming warrants moving to year round operations. It is expected that the building would be used in support of both ice sheet operations as well as summer "fields" use for components of locker rooms, restrooms, and other support operations. City staff has prepared preliminary O&M budgets for the overall facility and will be reviewing Department operating budget needs during the upcoming 2-year budget review.

A fiscal analysis report has been prepared by the City's Budget, Debt, and Grants Department. The analysis summarizes that the potential of softball, soccer and a football/rugby field at the Recreation Complex will increase the availability of fields for use during tournaments that will have an increased impact on City tax revenues and contribute to the overall tourism economy (Exhibit J – Fiscal Analysis).

Staff believes there will be two additional transit-related budgetary impacts that arise as a result of this annexation. Those impacts are providing Fixed Route Service at a cost of \$160,000 - \$270,000 annually, and ADA Para-transit Service at a cost of \$130,000 annually. In addition to these costs, a one time cost for vehicle acquisition would be \$70,000-\$125,000 assuming federal grants were secured to cover 80% of vehicle cost. Further Detail is explained in Exhibit K1 –Cost to Provide Governmental Services – Transit Impacts.

13. Tax consequences

A major portion of the proposed annexation area is owned by the City which does not pay property taxes. The remaining portion is owned by the National Ability Center (NAC), a non- for-profit organization that does not pay property taxes, and are not expected to pay any property taxes in the future. Staff anticipates a small realization of sales tax based on anticipated sales of food concessions and a small pro shop at the ice rink.

14. Impact on Summit County

Because no property tax is being generated, and only minimal sales tax is expected to be generated, impacts on Summit County will be minimal. This recreation complex represents the first development in an area under heavy development pressure by the private sector. Staff finds that open space and recreation – related improvements which are consistent with the City's General Plan and the Quinn's Junction Study will establish an appropriate land use precedent for the area.

15. Historic and cultural resources

There are no identified historic or cultural resources in the annexation area. This project will not provide significant public benefit in the area of historic or cultural resources, nor will it diminish any existing historic or cultural resources.

Annexation Policy Plan

Purpose (Section 15-8-1)

Chapter 8 of the Land Management Code is considered Park City's annexation policy plan and declaration. In Section 15-8-1 the Code states the following:

The annexation requirements specified in this Chapter are intended to protect the general interests and character of the community; assure orderly growth and development of the Park City community in terms of utilities and public services; preserve open space, enhance parks and trails; ensure environmental quality; protect entry corridors, view sheds and environmentally Sensitive Lands; preserve Historic and cultural resources; create buffer areas; protect public health, safety, and welfare; and ensure that annexations are approved consistent with the Park City General Plan and Utah State Law.

Staff finds that the proposed annexation meets the above stated purposes in that this annexation contributes to the achievement of the goals and policies of the Park City General Plan and further protects the general interests and character of Park City by providing open space and recreation for both community-based and tourism-based recreational development, 2) preserves and promotes existing trails and trail connections, 3) developing consensus with Summit County on appropriate development patterns in a joint-planned area 4) sensitive to the importance of developing a project in the entry corridor.

In addition the Annexation Policy Plan states:

If practical and feasible, boundaries of an Area proposed for annexation shall be drawn:

- (A) Along the boundaries of existing special districts for sewer, water, fire, and other services, along the boundaries of school districts whose boundaries follow City boundaries... and along the boundaries of other taxing entities;
- (B) To eliminate islands and peninsulas of territory that is not receiving municipal type services;
- (C) To facilitate the consolidation of overlapping functions of local government;
- (D) To promote the efficient delivery of services; and
- (E) To encourage the equitable distribution of community resources and obligations.

It is the intent of this Chapter to ensure that Property annexed to the City will contribute to the attractiveness of the community and will enhance the resort image which is critical for economic viability, and that the potential deficit of revenue against expense to the City is not unreasonable.

Staff has reviewed this annexation proposal against these stated purposes and finds that the proposal is consistent with and furthers the interest of the Park City Annexation Policy Plan in that the creation of infrastructure to participate in City-purchased passive open space (trails) in addition to the promulgation of recreational opportunities is representative of our community and our resort

image and tourism economy . Development within Park City of a community recreation complex, as well as a tournament and event facility, is consistent with the Community Character and Economic Development policies of the City Council and General Plan. The proposal also sets an appropriate land use precedent for the area which is consistent with the City's General Plan and Quinn's Junction Study.

General Requirements (Section 15-8-2)

Staff has reviewed the proposed annexation and preliminary plat against the following general requirements (findings in *italics*). The following specific requirements are hereby established for annexation to Park City:

- (A) Property under consideration of annexation must be considered a logical extension of the City boundaries.

Complies. *The property is contiguous to the Park City Municipal boundary at Fairway Hills Estates Phase II and within the boundary of the Park City Annexation Expansion Area. The proposed Master Planned Development is consistent with the adopted Joint Quinn's Junction Land Use Principles and will set the tone for future, adjacent development and surrounding land uses.*

- (B) Annexation of Property to the City must be consistent with the intent and purposes of this Chapter and the Park City General Plan.

Complies. *This annexation proposal has been submitted and processed consistent with the intent and purposes of the Annexation Policy Plan. The annexation petition has been accepted by the City Council and the petition certified by the City Recorder. The applicant submitted all required documents and information, per LMC Section 15-8-3 (A)-(J)) and including all submittal requirements as stated on the application form. The property has been posted and affected property owners have been notified of the public hearing. Legal advertisement has been posted in the Park Record. The property falls within the Park City Annexation Expansion Area boundaries.*

- (C) Every annexation shall include the greatest amount of Property possible that is a contiguous Area and that is contiguous to the City's municipal boundaries.

Complies. *Property is defined in the Land Management Code as Any Parcel, Lot, or tract of land, including improvements thereon, in the possession of or owned by, or recorded as the real Property of the same Person or Persons. The City owns a number of contiguous parcels but is unable to include them in this application without creating islands or peninsulas of adjacent private land which is inconsistent with State annexation statues. To the end of annexing contiguous properties the city has contacted each of the adjacent private property owners in the Quinn's Junction area an have entered into pre-annexation agreements with two of them.*

- (D) Piecemeal annexation of individual small Properties shall be discouraged if larger contiguous Parcels are available for annexation within a reasonable time frame in

order to avoid repetitious annexations.

Complies.

Timely annexation of this parcel will ensure development of an ice facility that has been a stated goal of both the Park City Council, the Snyderville Basin Recreation District, and the community at large. The annexation area represents the greatest area possible for consideration given other ownership and contiguity compliance issues.

(E) Islands of county jurisdiction shall not be left or created as a result of the annexation and peninsulas and irregular boundaries shall be avoided.

Complies. This annexation does not create an island, or an irregular boundary.

(F) In addition to services provided by existing districts, such as sewer, fire protection, and public schools, the following urban level services, consistent with those normally provided in the rest of the incorporated boundaries will be provided to annexed Areas: **Complies as outlined below.**

1. Police protection - ***City Police protection currently provided by special agreement with the County Sheriff for routine calls. Criminal investigation currently responsibility of the County Sheriff and would transfer to the City. Chief Evan's biggest concern will be the impact large special events will have on our resources.***
2. Snow removal on Public Streets ***The City will provide snow removal as necessary on City property, namely the road system needed to serve winter time use of the recreation complex, but will not be responsible for providing snow removal on any adjacent private property. The City's Streets Department has estimated the annual cost to provide snow removal at \$5,576 (Exhibit K2 –Cost to Provide Governmental Services – Snow Removal).***
3. Street maintenance ***The City will provide street maintenance for the public road system, but will not be financially responsible for providing maintenance of private property. This line item will be incorporated into the City's long-term Capital Improvements Program budget.***
4. Planning, zoning, and Code enforcement ***Currently Summit County Planning and Building Department and would transfer to the City departments of planning and building.***
5. Availability of municipal sponsored parks and recreational activities and cultural events and facilities ***Parks are public and open to County and City residents. An interlocal agreement has been signed between the City and Basin Recreation that will regulate long-terms operations and maintenance for the ice rink.***
6. Water services as the Area is developed. Existing water treatment and storage facilities may currently be inadequate to provide services to the annexed Area. Developers of the annexed Area are required to pay for the cost of improvements related to the extension of and connection with the City lines and systems as well as participate in additional improvements such as storage capacity and distribution as necessary for safe, reliable, and efficient water flows. City water will be

provided available upon annexation, the details of which will be addressed during the building permit process. Staff has done their best to estimate the flow requirements of this service. However, the level of planning complete at this time does not provide the detail necessary to precisely forecast the cost of necessary improvements to store and move water to the area. Staff estimates the financial investment required to provide the infrastructure to store, pump and transport water to the recreation parcel at \$250,000 – \$750,000 (Exhibit K3 – Water Impacts). The property has no water rights associated with it.

- (G) If feasible and practical, water and sewer lines shall be extended to the Area proposed for annexation. Expenses associated with such extension shall be the responsibility of the Applicant(s). The City shall determine timing and capacity of extending water to the proposed annexation area. The Water Reclamation district shall determine timing and capacity of extending sewer service to the proposed annexation area.

Complies. Water is available (see above). Sewer service is available in the area, but will need to be extended. The City is working with the SBWRD on a line extension agreement that would be necessary prior to development. Extension of the sewer and water mains would be the responsibility of the City.

- (H) Before considering requests for annexation the City shall carefully analyze the impacts of annexation of an Area, taking into consideration whether the Area will create negative impacts on the City and considering whether the City can economically provide services to the annexed Area. Community issues such as location and adequacy of schools and community facilities, traffic, fire protection, particularly in Wildfire/Wildland Interface Zones, useable open space and recreation Areas, protection of Sensitive Lands, conservation of natural resources, protection of view corridors, protection and preservation of Historic resources, affordable housing, balance of housing types and ownership, adequate water and sewer capacity to serve the future needs of the proposed annexation Areas shall also be considered.

Complies. These impacts of annexation have been reviewed and analyzed (see Fiscal Analysis). There is a net benefit to the City as a result of this annexation, due to the community benefits of passive open space, recreational amenities, and potential tourism tax base dollars based on potential tournaments and other recreational opportunities.. The City will be financially responsible to provide all basic infrastructure and utilities including water, sewer, power, gas, cable, police, planning and building services, snow plowing, street maintenance, etc.

- (I) Situations may exist where it is in the public interest to preserve certain lands from Development where there exist Geologic Hazards, excessive Slopes, flood plains or where the need for preservation of community open space and/or agricultural lands is consistent with the General Plan. In such circumstances, annexation may occur as a means of retaining those lands in a natural state.

Complies. A primary goal of this annexation is to begin to bring into City

jurisdiction the open space parcels purchased by the City. Annexation of this property will allow the city to establish a needed community open space/recreation area by master planning the site to address entry corridors, viewshed, and wildlife considerations.

- (J) The City shall consider annexation of unincorporated Areas of Summit County that are within the annexation expansion Area as defined by Exhibit A.

Complies. This property is within the Park City Annexation Expansion Area, adopted by the City Council in 2003.

- (K) In general, the City does not favor annexation of territory, which should be located within another municipality, nor does it favor the annexation of unincorporated territory solely for the purpose of acquiring municipal revenues, or for retarding the capacity of another municipality to annex.

Complies. The purpose of this annexation is not to acquire municipal revenues or to retard the capacity of another municipality to annex this property. Provision of municipal services for this property is more efficiently provided by Park City than by Summit County. The City Council has directed Staff to process this recreation complex through City development codes and policies

- (L) Annexations that expand the resort and/or tourist economy provide second home or rental residential Properties, preserve environmentally Sensitive Lands, and provide significant public open space and/or community facilities are preferred.

Complies. This annexation is beneficial in that the proposed development is resort oriented, furthers off-season economic development, provides open space and preserves existing trails. It is logical and reasonable to provide municipal level services to this property and to combine it with surrounding vacant property, under common ownership, as part of a Master Planned Development.

Staff finds that the proposed annexation, as outlined in the draft annexation agreement, complies with the requirements and criteria of the Park City Annexation Policy Plan, as outlined above.

Annexation Agreement

The Annexation Policy Plan establishes a requirement for an Annexation Agreement to be approved by the City Council to address standard conditions that must be met prior to completion of the annexation. This agreement is intended to regulate development of density. Because there is no anticipated density with this annexation, an annexation agreement is not required as part of this application.

Departmental Review

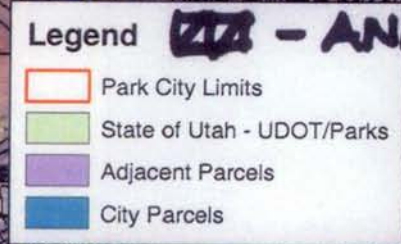
Several meetings between the applicant, staff, and various City Departments have also been held to better understand the issues. As required by the Annexation Policy Plan input regarding this annexation has been received from the Planning Director, City Engineer, Director of Public Works, Fire Marshall, Police Chief, representatives from applicable utility providers, and Park City School District Superintendent.

Recommendation:

Staff requests the Council hold a public hearing, consider input, and approve the National Ability Center and Municipal Recreation Complex Annexation and Annexation Agreement by Resolution and adopt an Ordinance amending the official Park City Zoning Map.

Exhibits

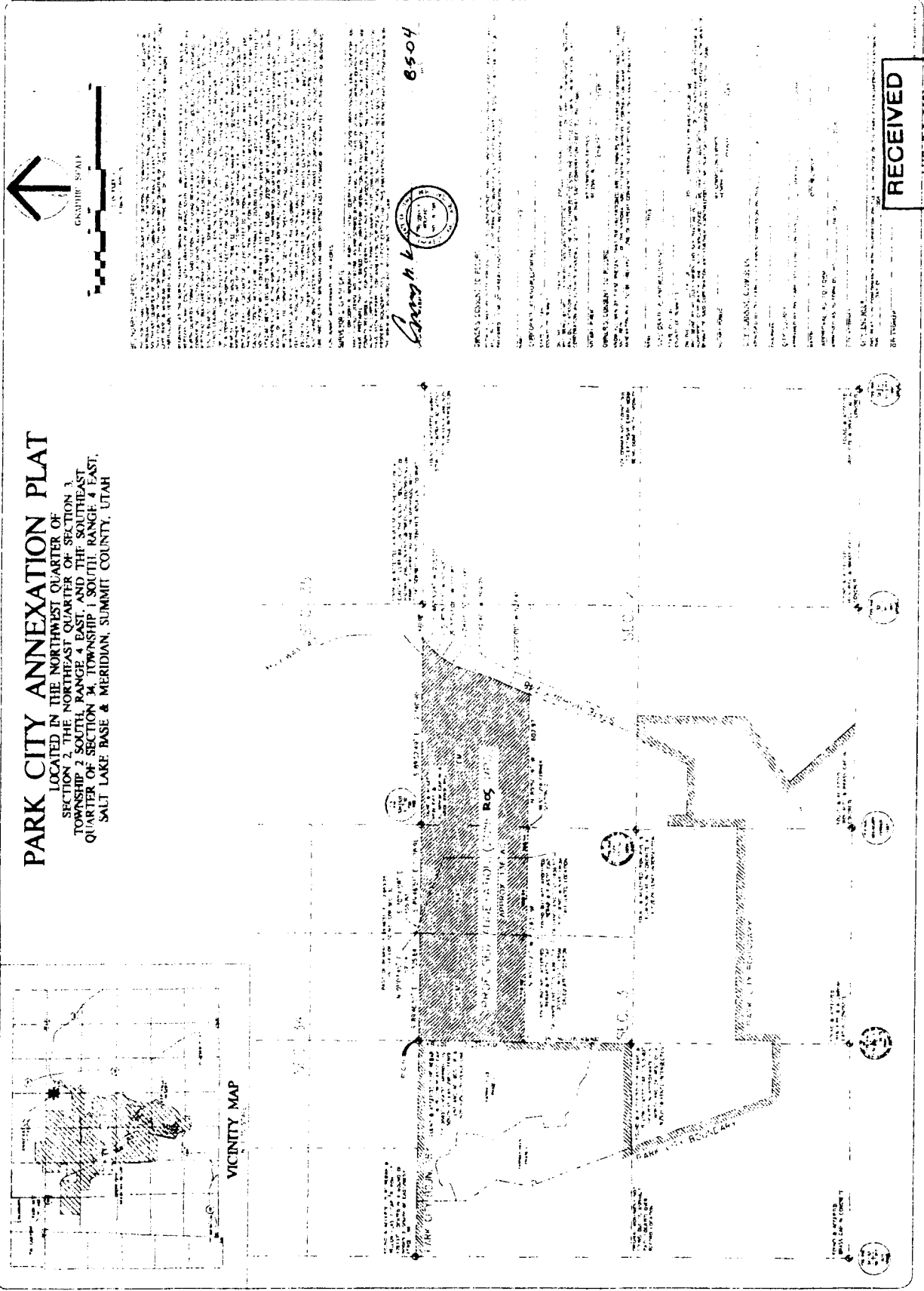
Exhibit A – Location Map
Exhibit B – Annexation Map
Exhibit C – NAC site plan
Exhibit D - Rec. Complex conceptual site plan
Exhibit E – Wildlife Study
Exhibit F – Environmental Impact
Exhibit G – Existing and Proposed Roadway Systems
Exhibit H - Quinn's Junction Study Map & Land Use Principles
Exhibit I – LMC Zoning Regulations for ROS and POS
Exhibit J – Fiscal Impacts
Exhibit K1 – Cost to Provide Governmental Services – Transit
Exhibit K2 – Cost to Provide Governmental Services – Snow Removal
Exhibit K3 – Cost to Provide Governmental Services – Water
Exhibit L – Existing Conditions
Exhibit M- Ordinance amending the Park City Zoning Map



The information displayed is a compilation of records information and data obtained from various agencies including the Pin City Municipal Corporation which is not intended to be used as evidence.

Round Valley/Quinn's Junction

EX. A VICINITY MAP



40 ACRE LINE CALCULATED - S 89°58'47" W 950.04'

NATIONAL ABILITY CENTER

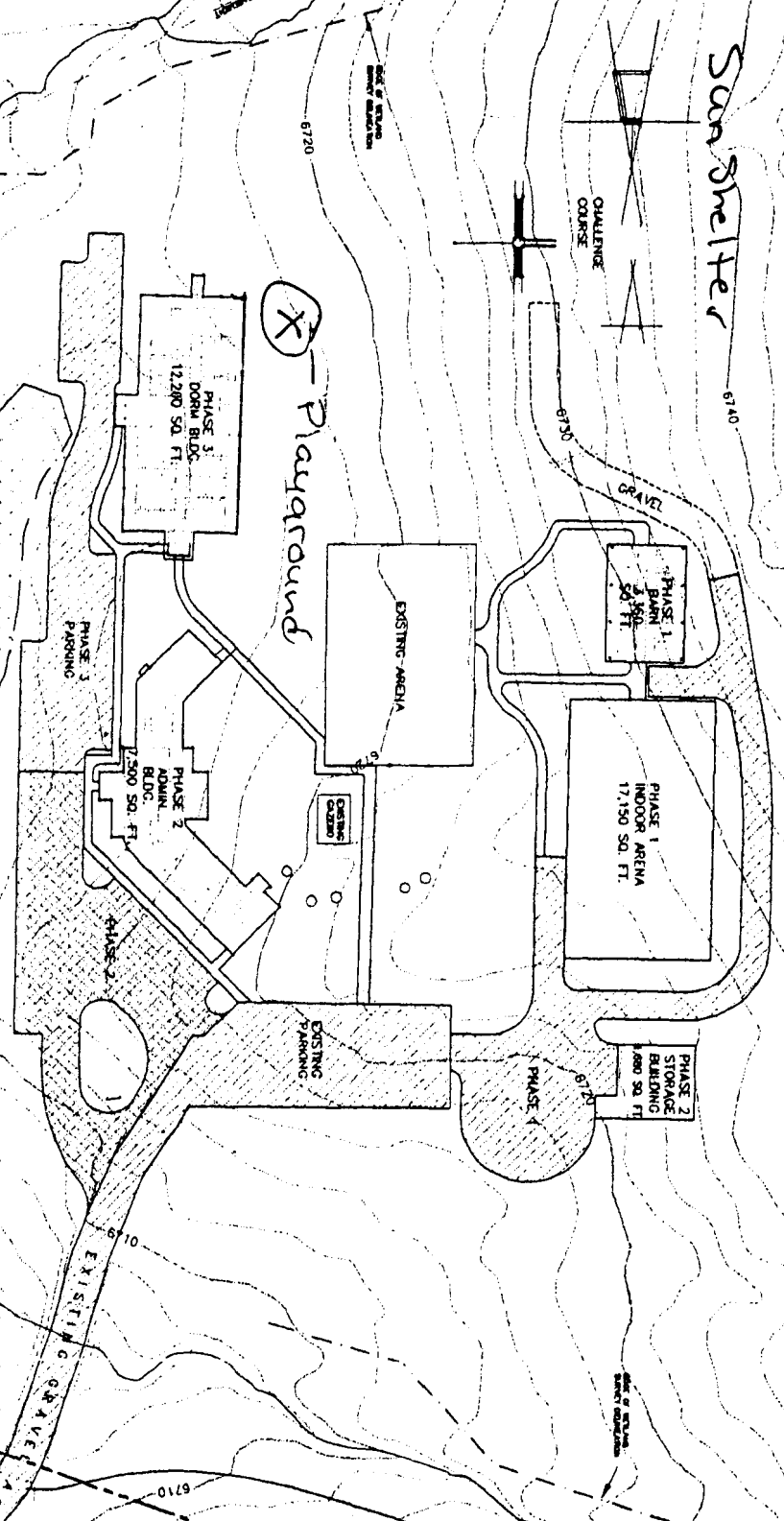
SR 248



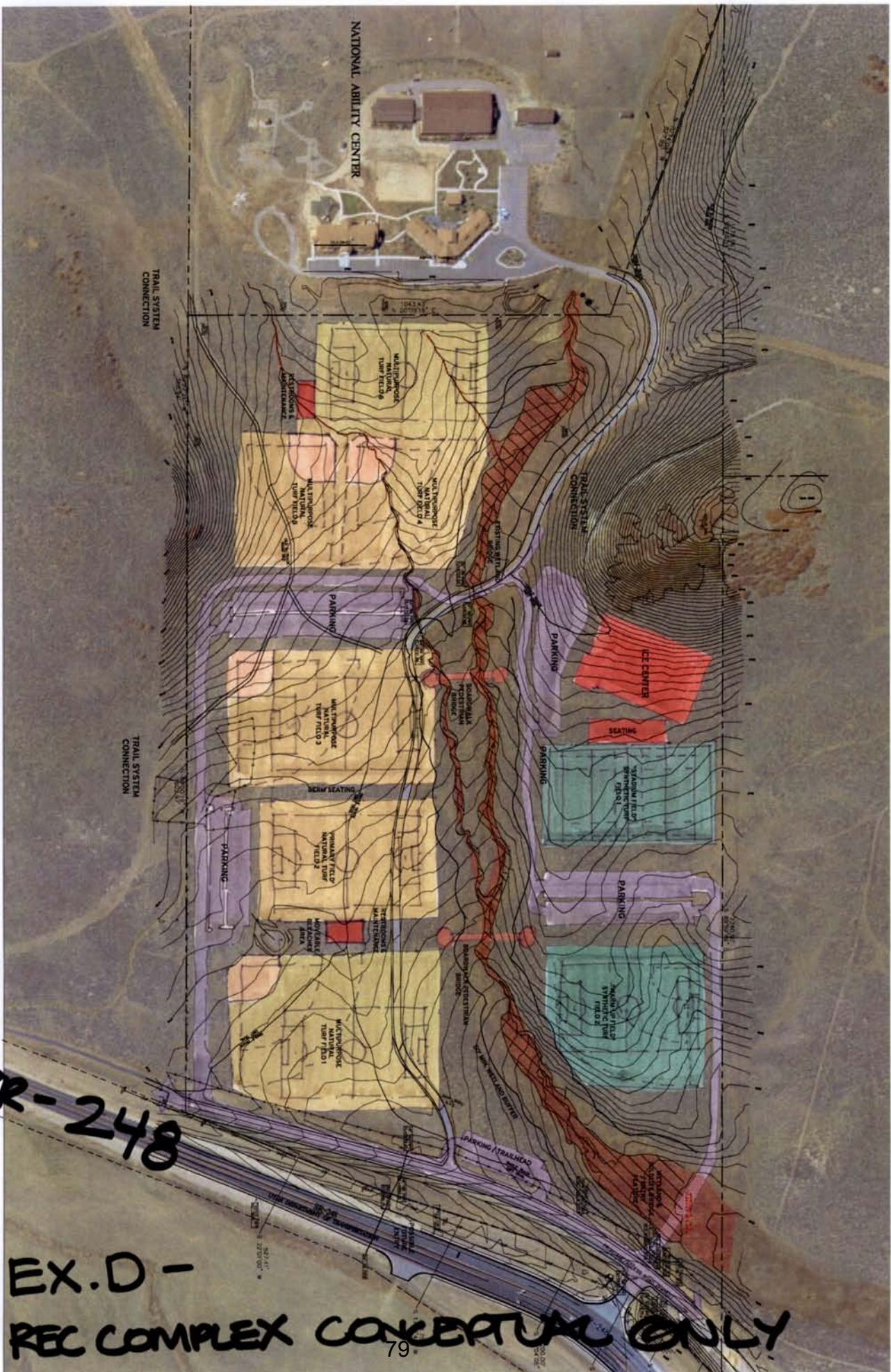
S 00°00'00" E 1049.57'



SR 248



78 Exhibit C - NAC site plan



EX.D -
REC COMPLEX CONCEPTUAL ONLY

Document - Wildlife Issues Associated with the Quinn's Junction Annexation and Development

Date: Oct 4, 2004

Synopsis: The potential effects on wildlife resources of the proposed Park City annexation and development, and the potential effects on wildlife resources on lands adjacent to the proposed development were evaluated. The proposed development area (70.55 acres) was determined to contain wildlife species and wildlife habitat typical for the vegetative types and elevation zone. Of significance, one Utah sensitive species, the greater sage grouse, was found on the development and on adjacent areas. Seven prioritized recommendations were made to minimize the negative effects of development, compensate for the proposed development, and increase the probability of the perpetual continuance of wildlife and wildlife resources currently available in the area.

Author's Note: The descriptions, analysis, and recommendations in this report are solely the observations and opinions of the author. This report does not represent the views of any agency, organization, or other individuals. The author, Dennis D. Austin, received a Master of Science Degree from the College of Natural Resources at Utah State University in 1972, has over 30 years of experience in research and wildlife management, has authored over 50 technical publications, and is a retired wildlife biologist for the Utah Division of Wildlife Resources.

Project Description: The proposed annexation into Park City is located in parts of Sections 2 and 3, T2S R4E, and contains approximately 136 acres, of which 40.19 acres are preserved, 26.20 acres are contained in the developed National Ability Center, and 70.55 acres will be considered for development into a public sports complex by Park City. A special warranty deed from Florence J. Gillmor, dated Dec 10, 1996, defines limits of 'Acceptable Uses' of the proposed annexation. An application and map showing the proposed annexation was received by the Park City Recorder on Aug 6, 2004.

Habitat Description: Elevation ranges from about 6,620 to 6,920 feet. Habitat contained in the annexation is within the big sagebrush-steppe and Gambel oak types. The big sagebrush habitat is dominated by big sagebrush (*Artemisia tridentata*), but contains several other native shrub species, including Saskatoon serviceberry (*Amelanchier alnifolia*), antelope bitterbrush (*Purshia tridentata*), mountain snowberry (*Symphoricarpos oreophilus*), woods rose (*Rosa woodsii*), spineless horse brush (*Tetradymia canescens*), current (*Ribes spp.*), and rabbitbrush (*Chrysothamnus spp.*). The Gambel oak habitat is dominated by Gambel oak (*Quercus gambelii*) and contains the nearly same complement of additional shrub species. The Gambel oak habitat is limited on the development area to slopes mostly exceeding 15%. Both types contain a vegetative understory composed of numerous species of grasses and forbs. Slopes are mostly less than 15% for the area proposed for development. A wetlands area, containing approximately 3.2 acres, is found on the lower portion of the proposed annexation. Ground cover, plant species composition, native mammals and native birds are typical for the habitat and elevation zone.

Biological Premise: The proposed annexation is composed of three portions: The area north of the National Ability Center will be preserved as open space and retained in public ownership by Park City, the National Ability Center will be privately maintained and developed, and the area south of the National Ability Center will be developed into a public sports complex with considerations to minimize the negative effects on wildlife resources.

Primary Concerns of Park City: Maintaining wildlife resources and open space are important considerations for Park City development and management, as evidenced by the approximately 1,400 acres previously purchased by the City, using two \$10 million public bonds. These lands have been dedicated and preserved as open space. Also, the City's Master Planned Development process insures maintaining additional, smaller parcels of open space. In the Quinn Junction area, due to extremely high land values, development pressures from private property owners are extreme. Maintaining a reasonable balance between development and open space is a major challenge for Park City. The effects of the proposed annexation and development on wildlife and wildlife habitat, both on the annexation and on adjacent lands, are important concerns for the present and future management of Park City.

Wildlife and Habitat Field Evaluations (Aug 19, 25, 27, 31, and Sep 14, 2004):

Big Game: The area is designated by the Utah Division of Wildlife Resources as summer range for mule deer. Mule deer are common on the proposed annexation and surrounding areas. Year-round use by mule deer on the big sagebrush habitat type on the annexation was estimated at 26 deer-days/acre. Similar estimates for the areas adjacent to the annexation on the big sagebrush type was estimated slightly higher at 34 deer-days/acre. Deer use was higher in the Gambel oak type both within and adjacent to the annexation and estimated at 57 deer-days/acre. These figures translate to a mean deer density on a year-round basis of 46, 60, and 100 deer per square mile, respectively.

Elk use occurs infrequently, and is probably restricted to migration between summer and winter ranges. Use of elk was only detected infrequently in the Gambel oak type. Moose use was reported by nearby residents, but no evidence of moose was observed.

Utilization of current annual growth of native shrubs was insignificant for all species except antelope bitterbrush, a preferred forage species. Use of this species was clearly below carrying capacity. The major forages consumed by deer during the summer period are from perennial and annual forbs, and leaves of browse species. Because under story vegetation as well as deciduous leaves from shrubs, particularly Gambel oak, are abundant throughout the area and plentiful to supply forage for the available mule deer, the degree of forage utilization was minor. It should be noted the critical habitat for mule deer on this hunting unit is winter range, whereas summer range is comparably extensive.

Upland Game Birds: Greater sage grouse were found infrequently throughout the area. The greater sage grouse is listed as a sensitive species in Utah, and has been petitioned to be placed on the Federal Threatened and Endangered Species List. Greater sage grouse droppings were found on the proposed development area, on the annexation area to the east of the National Ability Center, and on the surrounding big sagebrush habitat areas within 1.0 miles of the proposed annexation. All areas searched were east of highways US-40 and SR-248. Slightly higher use by greater sage grouse was observed in the big sagebrush areas off of the proposed development as compared to within the proposed development area. A single female greater sage grouse was flushed within 1/4 mile of the proposed development. No other greater sage grouse were observed. The Utah Division of Wildlife Resources reports no known leks within 2.0 miles of the proposed annexation. At two locations adjacent to the proposed annexation, significant accumulations of greater sage grouse droppings were observed. These accumulations suggest the possibility of a wintering location or a satellite lek within 1.0 miles of the proposed annexation.

Although habitat for forest grouse are shown by the Utah Division of Wildlife Resources to cover the proposed annexation and adjacent areas, no sightings or evidence were found. The populations of these species are considered very sparse on the proposed annexation and adjacent areas.

Lagomorphs: Droppings indicated jackrabbit (*Lepus townsendi and/or californicus*) and cottontail (*Sylvilagus audubonii and/or nuttalli*) were present and abundant within and around the proposed annexation. Numbers appeared typical for the habitat and elevation.

Other Bird and Small Mammal Species: All other bird and small mammal species appeared to be available in typical populations for the habitat and elevation.

Subjective Wildlife Evaluations-Effects of Development:

Big Game: The effects of proposed development on mule deer are expected to be negative due to the loss of habitat. However, because of the low deer density and the area being summer range, the effects of this development are considered minor on the deer population. A reduction of five or fewer deer on a year-round basis was estimated. The increased human use of the development area would be expected to have some negative effects on big game within the surrounding areas extending to at least 1/2 mile. However, the development would not be expected to eliminate mule deer from the areas adjacent to the development. The effects, if any, on moose and elk use of the area would be expected to be smaller and not measurable.

Upland Game Birds: The effects of development on greater sage grouse may be significant. The development will eliminate use by greater sage grouse in the development area. Also, due to increased human disturbance in the big sagebrush habitat surrounding the development, greater sage grouse use may be eliminated. The area potentially effected would be east of highways US-40 and SR-248 and within 1.0 miles of the development.

The effects of the development on all other upland birds was considered not measurable and generally inconsequential.

Lagomorphs: Although jackrabbit and cottontail use on the development area will be mostly eliminated, the effects of development on jackrabbit and cottontail on the surrounding areas would be expected to be mostly minor and not measurable, and not extending beyond ½ mile from the development.

Other Bird and Small Mammal Species: The effects of development would be expected to be significant only on the development area. That is, individuals currently found within the development area would be mostly eliminated. The effects of development on these species on surrounding areas would be expected to be mostly minor, generally not measurable, and not extending beyond ½ mile from the development.

Recommendations (Prioritized) To Compensate and Minimize the Potential Negative Effects of Development:

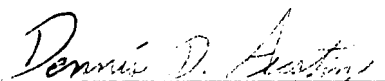
1. Preserve and add to the Round Valley open space project, that area in Section 35 T1S R4E, west of the easements along US Highway 40 and SR 248, estimated at 160 acres. This parcel lies adjacent and north of the proposed development, and importantly, contiguous to the 1400 acres previously acquired and preserved by Park City. The habitat in this parcel is the same habitat type as in the proposed development area. Preservation of this parcel would tend to compensate for the habitat lost in the development area. The addition of this parcel to the Round Valley open space project will significantly increase the probability of the continuance of the wildlife populations currently available, including the greater sage grouse. An additional positive factor is that the wetlands in this parcel are a continuance of the wetlands from Section 2 T2S R4E. These wetlands are considered critical to the maintenance of the greater sage grouse population within the area. Note: A conservation easement acquired and held by Park City, direct purchase, open space preservation via the Master Planned Development process, land trades, and possibly other methods could accomplish these habitat preservation goals. (FURTHER -fw)

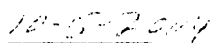
2. Preserve and add to the Round Valley open space project, that area in Sections 2 and 3 T2S R4E adjacent and south of the Round Valley open space project, estimated at 200 acres. This parcel lies west and north of the SR 248, and importantly, contiguous to the 1400 acres previously acquired and preserved. The addition of this parcel, and particularly the irrigated alfalfa field, will also significantly increase the probability of the continuance of the wildlife populations currently available within the Round Valley open space project. Note: Due to the agricultural value of this parcel, the purchase of a conservation easement, preferably with the partnership of the Utah State Department of Agriculture would be appropriate, although the other methods mentioned in recommendation #1 above would accomplish the same goals. (OSGUTHORPE -fw)

3. Develop an underground water pipeline, with 3-4 water troughs, from the spring near the northwest corner of the National Activities Center to near the north end of Section 34 or 35.

4. Except for deeded easements, eliminate all unnecessary public motorized travel within the vicinity of the proposed annexation, and on the entire Round Valley open space project area.
5. Maintain current trails and administrative roads within the Round Valley open space project to act as fire breaks. These habitat types are susceptible to wildfire. Successful vegetative reestablishment of these habitats following fire is costly, technically difficult, and may require decades to recover.
6. Restrict dogs and cats to leashes on the Round Valley open space project. The effects of free-roaming dogs on big and upland game, and the effects of cats on native birds and small mammals often curtail wildlife populations within communities.
7. Intensively search the Round Valley open space project area and surrounding undeveloped areas in early April of 2005 for greater sage grouse strutting grounds. If any leks are located, these areas should be protected from human disturbance during the strutting period, which extends from about April 1st through May 10th.

Prepared by:


Dennis D. Austin


Date

Environmental

to: JONATHAN WEIDENHAMER
from: Jeff Schoenbacher
subject: Quinn's Junction Environmental Issues
date: August 13, 2004

The purpose of this memo is to document the environmental issues on the Quinn's Junction annexation, which is currently being proposed.

It is the Building Department's understanding that the proposed Quinn's Junction annexation acreage resides outside the Soils Ordinance Boundary. Furthermore, the City does not have any environmental assessments or known previous history of the site being impacted with historic mining impacts or other industry. Once the final survey has been completed, it is recommended that a Phase I environmental assessment or Phase II if warranted, be completed to characterize the proposed site.

It should be noted that the site is situated within the Silver Creek Watershed drainage, which has been deemed impaired due to heavy metals (Cd, Zn) and has been listed under Section 303 (d) of the Clean Water Act. A TMDL has been submitted to USEPA, but has not been finalized; nonetheless the watershed is considered a regulatory sensitive watershed. Due to this classification, any work resulting in a land disturbance equal to or >1 acre will need to strictly adhere to Park City's Storm Water Management Plan and implement storm water Best Management Practices (BMPs). The non-implementation of BMP's will result in the project being exposed to UDES permitting requirements and enforcement due to the watershed classification.

Existing and proposed roadway systems and easements

To: Jonathan Weidenhamer
From: Eric DeHaan, P.E., City Engineer
Date: August 13, 2004
Subject: Possible annexation of City Recreation Complex area
Exhibit: Proposed concept site plan

I have received and reviewed a conceptual plan for the proposed recreation complex located along S.R. 248 east of the existing National Ability Center (NAC) campus. The conceptual plan shows seven rectangular recreation fields, three softball/baseball diamonds, a possible ice facility location, and appurtenant parking and restroom improvements. From a traffic and utility standpoint the demands of the National Ability Center will also need to be incorporated into a relevant analysis. This memo does not, however, contemplate any development on adjacent parcels using or accessing roads or utility connections through the subject parcel at this time. For example, any hospital development or automobile dealerships located at Quinn's Junction would need a detailed additional analysis.

Access to the proposed recreation complex would come from two separated two-lane road connections to the existing frontage road serving NAC. The existing frontage road is a vestige of an earlier highway prior to the construction of U.S. 40 in its current configuration, so the frontage road has considerable traffic capacity. The intersection with S.R. 248 is not ideal and would undoubtedly require relocation farther away from U.S. 40 if a signalized intersection at 248 were ever contemplated, namely for additional development. Adequate rights-of-way and easements in terms of width and alignment exist for the anticipated trip generation from the complex, as described below, but those easements and rights-of-way need to be researched as to title and encumbrances.

A recreational complex of the scale described above will exhibit periodic high levels of trip generation during times when multiple games or other recreation activities coincide as to loading or unloading. For "base-level" calculations it is assumed that each of the ten fields and the ice facility would generate up to 75 cars every two hours as participants and spectators arrived and departed. Any bus or transit traffic would be included within these estimates since such traffic would correspondingly reduce individual vehicle trips. This maximum trip loading would correspond to a maximum of about 413 vehicles per hour using the 248 access for normal summertime usage where field activities were properly coordinated by a professional recreation department such as Park City's.

There is also likelihood that major tournament events could be scheduled for the complex. Such tournaments, such as the Triple Crown softball events or comparable rugby events, would presumably displace normal field activities; the events would likely not be scheduled simultaneously with youth league soccer, for example, due to the limited number of fields and limited parking. The proposed stadium seating at one or more of the rectangular fields could contribute to a crowd loading greater than the 75

vehicles per two-hour game discussed above, but it is assumed that event schedulers would be able to minimize the additional traffic impacts by manipulating the scheduling of the other facilities at the venue, so in my opinion the proposed complex would seldom generate more than the 413 vehicles per hour mentioned above.

Such a traffic loading at the stop-sign-controlled intersection with 248 will cause queueing at 248. Vehicles turning off 248 into the complex have a protected left-turn lane which would queue six or seven vehicles waiting to turn left into the frontage road. Vehicles exiting the complex could queue all the way back toward the facility's parking areas without any undue safety risk. In all but the few "peak-peak" instances this queueing would be minimal and acceptable from a traffic engineering standpoint since the loading is of a temporary nature, visibilities would be good, and the capacity of 248 is enormous by comparison.

Vehicular trips to the complex would be mitigated by the anticipated pedestrian and trail connections that will be included in the final design of the proposed complex. It is further anticipated that transit service will eventually be extended to the NAC and therefore the complex, although that transit service extension will be very expensive and would only be triggered by demonstrated numbers of visitors to the complex. For that reason, this memo assumes that private vehicles will be the main source of transportation.

As part of the lighting of the fields complex, it is assumed that adequate bright street lighting would be installed at the pedestrian and vehicular connections to 248.

Utility service to the complex is somewhat problematic. Sewer availability is currently limited. Snyderville Basin Water Reclamation District has a main trunk line with adequate capacity to serve the complex south of 248. A connection to that line would be expensive to build and maintain, so numerous details will need to be worked out during the final design of the complex. Water service for field irrigation is available at NAC subject to water rights resolution. Fire flows are somewhat limited at present due to the dead-end nature of the water main serving NAC. The design of the fields and the ice facility may need to be extremely water-conserving as a result.

I therefore conclude that the proposed annexation is suitable subject to the final design issues which remain as discussed above. Please don't hesitate to contact me at 615-5075 if there are any questions.

Consistency with General Plan & Quinn's Junction Joint Land Use Study

The Planning Commission formally adopted the following land use principles and development patterns on August 11, 2004. Staff and the Joint Planning Commission sub-committees agreed the attached exhibit best represented the agreed upon land-use principles of the involved stakeholders and consider this the conclusion of the Joint Quinn's Junction Area Study

The findings attached represent common development patterns that both Commissions agreed on. The findings are not intended to be a formal land use plan or to directly modify development codes. These findings represent a consensus of ideas for land use potentials for consideration in the Study area. These findings will be used as a basis for future General Plan updates and changes to Development Codes, and initial guidelines for evaluating future annexation requests. Annexations located within the Study area shall be found to be consistent with the findings and principles attached.

Exhibit A

Quinn's Junction Study Joint Planning Commission Development Principles

Development Densities and Land Uses

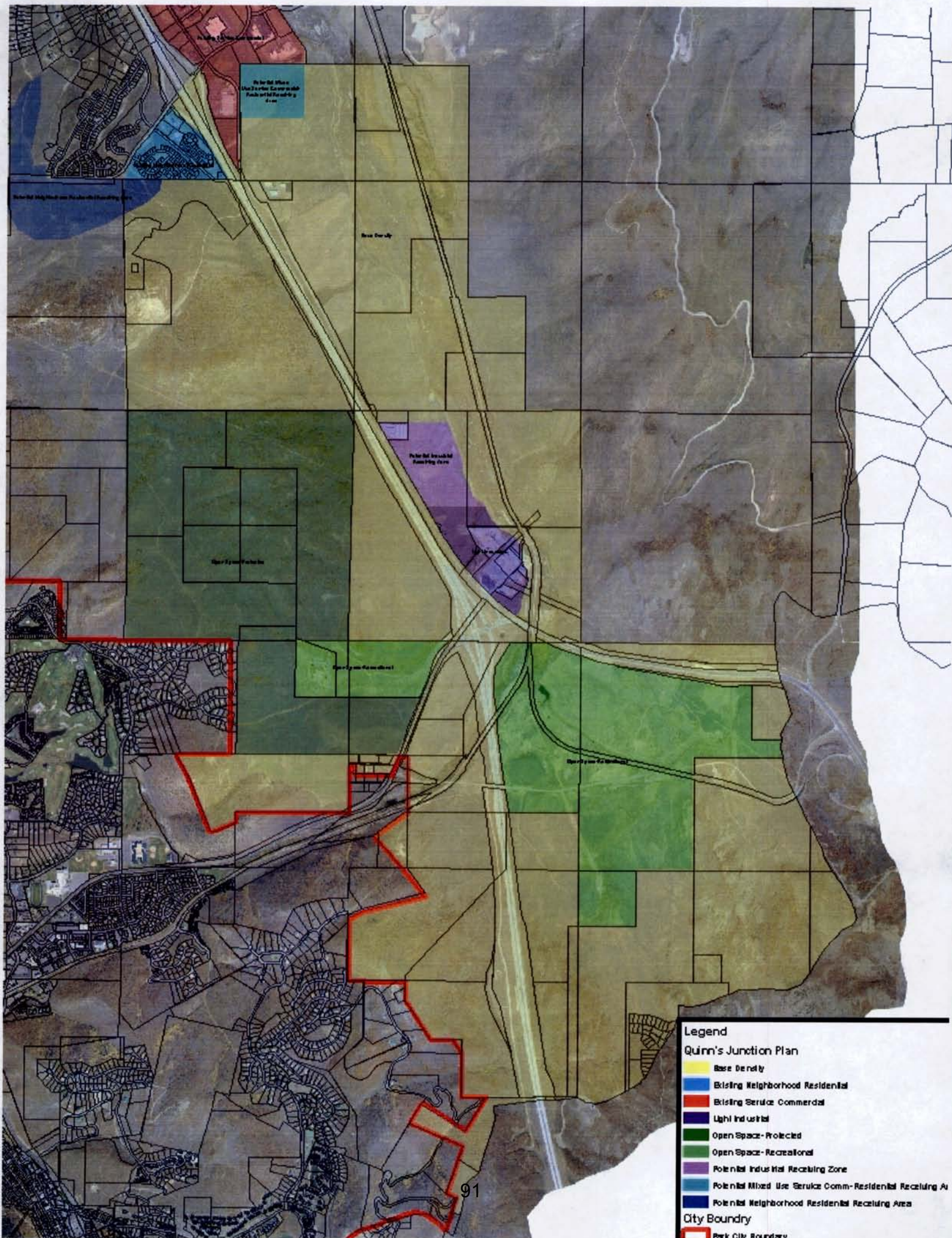
1. Initial project analysis should commence with a review of property's base density, wetlands, slopes, wildlife areas, flood plain, etc.)
2. Consider density bonuses for preservation of key open spaces identified in the study area.
3. Density should result in significant public benefits that promote Park City's resort, recreation, tourism and resort-based, second home economy.
4. Highway service commercial / convenience retail and regional/big-box retail commercial will not be considered in/along the Highway 40/SR 248 corridor.
5. A site for institutional development will be considered in the study area with the potential institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution.
6. A limited expansion of the existing light industrial/incubator service commercial uses along the east side of Highway 40 should be considered. Said expansion should be clustered to the greatest degree possible to minimize sprawl and should include re-development / clean up of existing businesses, land use patterns, circulation, etc, that have been detrimental to the environment, aesthetics, or function of the area. Density incentives would be considered for preservation of key open space areas within the boundaries of the study, particularly those advancing the goals of the study for preservation of the 248 entry corridor. It should be noted that many of the above principles will be further specified by forthcoming amendments to the Snyderville Basin Development Code, which will more serve as the actual governing document for proposals including these types of uses in the study area.
7. Neighborhood Commercial uses will be considered in the Silver Summit area east of Highway 40 and a more limited (in use and overall density) neighborhood commercial node could be considered on the west side of Highway 40. Potential for expansion of these uses may be through density receiving mechanisms to be identified in forthcoming Development Code changes.
8. Recreation and Open Space will be the encouraged use in the Richardson's Flat area. The majority of this area is governed by and must be reviewed for consistency with the 1999 Flagstaff Mountain Development Agreement,

which stipulates golf course, active recreation, equestrian and preserved open space as allowed uses.

9. Clustered residential development may be considered in areas indicated on the accompanying map of the study area and specified for base density. Initial evaluation of density for projects in the study area shall be based on Summit County Base Density allowances as specified in the Code in effect at the time of application. The maximum density that will be considered in Base Density areas for projects complying with all preferred development patterns and principles will be limited to the densities specified for rural areas in the Summit County Development Code or where applicable the Estate Zoning provisions of the Park City Land Management Code. Code provisions in effect at the time of application will apply. Only potential receiving areas or the parcel identified for potential employee housing in the existing Flagstaff Mountain Development Agreement will be considered at higher densities.

Development Patterns

1. Cluster in identified receiving areas and around existing development maintaining consistency among uses.
2. Public preserved open space and recreation is the predominant existing land use in the study area. Clustered development should be designed to: enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas.
3. Apply Sensitive Land standards from City and County ordinances for all development design. This includes recreational and institutional development, which should incorporate and preserve important topographical features, natural areas and view sheds, and be of a scale and scope consistent with the primary goal of preserving the function and aesthetics of an important resort entry corridor. Planning efforts for projects in this corridor should continue to involve both City and County staff for input.
4. Large expanses of surface parking areas with high visibility from the entry corridor will not be allowed. Surface parking shall be buffered from the entry corridor and utilize existing topography for screening purposes whenever possible. Sub-surface and well designed structured parking will be encouraged whenever possible.
5. Preserve a substantial open space corridor through the study area.
6. New Development (including institutional and recreational) should be transit-oriented and linked to broader community open space and trail networks.



Legend

Quinn's Junction Plan

- Base Density
- Existing Neighborhood Residential
- Existing Service Commercial
- Light Industrial
- Open Space - Protected
- Open Space - Recreational
- Potential Industrial Recreational Zone
- Potential Mixed Use Service Comm-Residential Recreational Area
- Potential Neighborhood Residential Recreational Area

City Boundary

- Park City Boundary

Exhibit I – ROS & POS Zoning Regulations

TITLE 15 LAND MANAGEMENT CODE - CHAPTER 2.8 PROTECTED OPEN SPACE (POS) DISTRICT

The purpose of the Protected Open Space (POS) District is to:

- (A) promote useable, public, non-improved, non-commercial, connected and contiguous Open Space for community benefit,
- (B) promote open lands that remain fundamentally undisturbed,
- (C) prohibit construction on ridge lines and Steep Slopes, or in wetlands, watersheds, and view sheds,
- (D) promote the preservation of Historic Sites,
- (E) preserve the vegetation and habitat of natural Areas,
- (F) provide incentives to protect Open Space and conservation resources through voluntary conservation easements and/or deed restrictions, and
- (G) provide for careful review of low-intensity recreational Uses and environmentally-sensitive, non-motorized trails.

15-2.8-2. USES.

Uses in the POS District are limited to the following:

(A) **ALLOWED USES.**

- (1) Conservation Activity

(B) **ADMINISTRATIVE CONDITIONAL USE PERMIT (CUP).**

- (1) Parking Area or Structure for four (4) or fewer spaces.

(C) **CONDITIONAL USES.**

- (1) Trail and Trailhead Improvement
- (2) Essential Municipal Public Utility Use, Service, or Structure
- (3) Accessory Building, less than 600 sq. ft.
- (4) Ski-related Accessory Building, less than 600 sq. ft.
- (5) Parking Area or Structure, for five (5) or more spaces
- (6) Recreation Facility, Public
- (7) Mines and Mine Exploration
- (8) Ski Tow Rope, Ski Lift, Ski Run, Ski Bridge (Subject to a City approved Ski Area Master Planned Development)
- (9) Fences greater than six feet (6') in height from Final Grade
- (D) **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

15-2.8-3. LOT AND SITE REQUIREMENTS.

All Structures must be no less than twenty-five feet (25') from the boundary line of the Lot, district or public Right-of-Way.

15-2.8-4. BUILDING HEIGHT.

No Structure may be erected to a height greater than twenty-eight feet (28') from existing Grade. This is the Zone Height.

- (A) **BUILDING HEIGHT EXCEPTIONS.** To allow for a pitched roofs and to provide usable space

within the Structure, the following exceptions apply:

- (1) A gable, hip, gambrel or similarly pitched roof may extend up to five feet (5') above the Zone Height.
- (2) An antenna, chimney, flue, vent or similar Structure may extend up to five feet (5') above the highest point of the Building to comply with the Uniform Building Code (UBC) requirements.
- (3) Water towers, mechanical equipment, and associated Screening, when enclosed or Screened may extend up to five feet (5') above the height of the Building.

15-2.8-5. ARCHITECTURAL REVIEW.

Prior to the issuance of a Building Permit for any Conditional or Allowed Use, the Community Development Department shall review the proposed plans for compliance with the Architectural Design Guidelines, LMC Chapter 15-5.

Appeals of departmental actions on architectural compliance are heard by the Planning Commission.

15-2.8-6. VEGETATION PROTECTION.

The Property Owner must protect Significant Vegetation during any Development activity. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.

Development plans must show all Significant Vegetation within twenty feet (20') of a proposed Development. The Property Owner must demonstrate the health and viability of all large trees through a certified arborist. The Community Development Director shall determine the Limits of Disturbance and may require mitigation for loss of Significant Vegetation consistent with Landscape Criteria in Title 14 and LMC Chapter 15-3-3(D).

15-2.8-7. SIGNS.

Signs are allowed within the POS District as provided in the Park City Sign Code, Title 12.

TITLE 15 LAND MANAGEMENT CODE - CHAPTER 2.7 RECREATION AND OPEN SPACE (ROS) DISTRICT

The purpose of the Recreation and Open Space (ROS) District is to:

- (A) establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots,
- (B) permit recreational Uses and preserve recreational Open Space land,
- (C) encourage parks, golf courses, trails and other Compatible public or private recreational Uses, and
- (D) preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests.

15-2.7-2. USES.

Uses in the ROS District are limited to the following:

(A) ALLOWED USES.

- (1) Conservation Activity

(B) ADMINISTRATIVE CONDITIONAL USES. (Subject to an Administrative Conditional Use Permit and/or Master Festival License Review Process. Master Festivals are temporary in nature. All related temporary Structures are restricted to specific time frames and shall be removed at the expiration of the Master Festival Permit.)

- (1) Trail and Trailhead Improvement
- (2) Outdoor Recreation Equipment
- (3) Essential Municipal Public Utility Use, Service, or Structure, less than 600 sq. ft.
- (4) Accessory Building, less than 600 sq. ft.
- (5) Ski-related Accessory Building, less than 600 sq. ft.
- (6) Parking Area or Structure with four (4) or fewer spaces
- (7) Outdoor Event, Outdoor Music
- (8) Temporary Construction Improvement
- (9) Raising, grazing of horses
- (10) Raising, grazing of livestock

(C) CONDITIONAL USES.

- (1) Agriculture
- (2) Recreational Outdoor and Trail Lighting
- (3) Recreation Facility, Private
- (4) Recreation Facility, Public
- (5) Recreation Facility, Commercial
- (6) Golf Course
- (7) Passenger Tramway Station and Ski Base Facility
- (8) Ski Tow Rope, Ski Lift, Ski Run and Ski Bridge
- (9) Recreational Sports Field
- (10) Skating Rink
- (11) Skateboard Park
- (12) Public and Quasi-Public Institution, Church, and School, Park, Plaza, Structure for Public Assembly, greater than 600 sq. ft.
- (13) Essential Municipal Public Utility Use, Facility, Service, and Structure, greater than 600 sq. ft.
- (14) Accessory Building, greater than 600 sq. ft.
- (15) Ski-Related Accessory Building, greater than 600 sq. ft.
- (16) Child Care Center
- (17) Commercial Stable, Riding Academy
- (18) Vehicule Control Gates (See Section 15-4-19 for specific review criteria for gates)

- (19) Resort Support, Commercial
- (20) Cemetery
- (21) Parking Area or Structure with five (5) or more spaces
- (22) Telecommunications Antenna (Subject to all criteria in LMC Chapter 15-4-14, Telecommunications)
- (23) Mines and Mine Exploration
- (24) Plant and Nursery stock products and sales
- (25) Fences greater than six feet (6') in height from Final Grade.

(D) **PROHIBITED USES.** Any use not listed above as an Allowed or Conditional Use is a prohibited use.

(Amended by Ord. No. 04-08)

5-2.7-3. LOT AND SITE REQUIREMENTS.

All Structures must be no less than twenty-five feet (25') from the boundary line of the Lot, district or public Right-of-Way.

15-2.7-4. BUILDING HEIGHT.

No Structure may be erected to a height greater than twenty-eight feet (28') from Existing Grade. This is the Zone Height.

(A) **BUILDING HEIGHT EXCEPTIONS.** To allow for a pitched roof and to provide usable space within the Structure, the following exceptions apply:

- (1) A gable, hip, gambrel or similarly pitched roof may extend up to five feet (5') above the Zone Height.
- (2) An antenna, chimney, flue, vent or similar Structure may extend up to five feet (5') above the highest point of the Building to comply with the Uniform Building Code (UBC) requirements.
- (3) Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building.
- (4) Ski lift or tramway towers may extend above the maximum Zone Height subject to a visual analysis and administrative approval by the Community Development Department.

15-2.7-5. ARCHITECTURAL REVIEW.

Prior to the issuance of a Building Permit for any Conditional or Allowed Use, the Community Development Department must review the proposed plans for compliance with the Architectural Design Guidelines, LMC Chapter 15-5.

Appeals of Departmental actions on architectural compliance are heard by the Planning Commission.

15-2.7-6. VEGETATION PROTECTION.

The Property Owner must protect Significant Vegetation during any Development activity. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.

Development plans must show all Significant Vegetation within twenty feet (20') of a proposed Development. The Property Owner must demonstrate the health and viability of all large trees through a certified arborist. The Community Development Director shall determine the Limits of Disturbance and may require mitigation for loss of Significant Vegetation consistent with Landscape Criteria in LMC Chapter 15-3-3(D) and Title 14.

(Amended by Ord. No. 04-08; Criteria for Vehicle Control Access Gates Deleted)

15-2.7-7. CRITERIA FOR RAISING AND GRAZING OF HORSES.

The raising and grazing of horses may be approved as a Conditional Use by the Community Development Department. In making a determination whether raising and grazing of horses is appropriate, the Planning Commission shall consider the following criteria:

- (A) Any barn must be located a minimum of seventy-five feet (75') from the nearest Dwelling Unit.
- (B) There shall be a maximum of two (2) horses per acre.
- (C) Terrain and Slope of the Property must be suitable for horses.
- (D) The Applicant must submit an Animal Management Plan outlining the following:
 - (1) waste removal/odors;
 - (2) drainage and runoff;
 - (3) bedding materials;
 - (4) flies; and
 - (5) feed/hay

15-2.7-8. SIGNS.

Signs are allowed in the ROS District as provided in the Park City Sign Code, Title 12.

Special Events Fiscal Impact

Recreation Fields

The potential of softball, soccer and a football/rugby field at the Recreation Complex increase the availability of fields for use during tournaments. Park City has been successful in hosting destination tournaments like Triple Crown Softball and the USA Rugby Men's National 7's Championships. With the Triple Crown event the City sees an increase in tax revenue of approximately \$126,000. The availability of three additional fields will allow the event organizer to increase the number of teams participating from approximately 120 to 160, and thereby increasing the tax revenue seen by the City. The City is currently looking at hosting other events such as USA Rugby tournaments and soccer tournaments and expanding the Triple Crown tournament to three weeks. This will have an increased impact on City tax revenues and contribute to the overall tourism economy.

Park and Ride Lot Use for Larger Festivals

At this time, event organizers are finding one of the obstructions to growing their event is lack of available parking. The parking lots associated with the proposed recreation fields and ice rink would provide an area for a park and ride. This would allow events such as the Sundance Film Festival to look at increasing venues and activities in town. The park and ride can also be used to expand concert venues in town and allow for a larger capacity.

Property Tax

A major portion of the proposed annexation area is owned by the City which does not pay property taxes. The remaining portion is owned by the National Ability Center (NAC), a non- for-profit organization that does not pay property taxes. Park City residents and the remaining unincorporated county are not expected to pay any property taxes in the future.

Costs to Provide Government Services

Transit

Transit Impacts:

Staff believes there will be two significant budgetary impacts that arise as a result of this annexation. Those impacts are:

Fixed Route Service	\$160,000 - \$270,000 Annually
ADA Para-transit Service	\$ 130,000 Annually

In addition to the costs above one time cost for vehicle acquisition would be \$70,000-\$125,000 assuming federal grants were secured to cover 80% of vehicle cost.

Fixed Route Service

Staff believes that providing service to the recreation facility planned for the Quinn's junction area is both desirable and inevitable. The budgetary impact to the City as a result of providing this service is affected by the days\hours\frequency of service). Programming for the new facility is by no means complete at this point in time so Staff's estimation of the cost of this service is based upon the assumption that service would be operated the same days\hours\frequency of services being presently being delivered to Summit County. The above costs would provide a 30 minute loop between the Old Town Transit Center using 1 bus (low end of range) or a 30 minute loop between the Old Town Transit Center and Trailside Elementary School (high end of range). If the service were to serve Summit County it is reasonable to expect they would share in a proportional share of this expense.

ADA Para-transit Service

Annexation of this area will not create an immediate legal requirement to provide ADA para-transit service to the National Ability Center. The ADA and the Federal Transit Administration require the City to provide on-demand complimentary para-transit service to ADA eligible individuals to and from any point within ¼ mile of any fixed route. Immediately upon providing service to the recreation facility planned for Quinn's junction the City will be required to provide ADA service to the NAC. Staff believes serving the NAC will require the addition of one ADA bus for all hours and days of fixed route service along SR248.

Snow Removal

Estimates from the Streets Department Staff, based on an average of 40 storm events:

Two Ton Truck w/plow	\$65.42 Hr	40 Hrs	\$2,616.80
Salt per ton	\$37.00 Ea	80 Ton	<u>\$2,960.00</u>
Total			\$5,576.80

Water

Water Demand

Based on estimates from Jerry Gibbs, Public Works Director, we anticipate the following to the potential water demand in this location.

Recreation area 100 ac-ft - peak day demand 150 gpm

Ice Sheet 10 ac-ft - peak day demand 15 gpm

Water Capacity

Park City has adequate capacity within our system to provide the ac-ft and peak day demands with off site improvements. The Park Meadows Tank #15 is the anticipated source at this time to handle the demand.

Water Rights

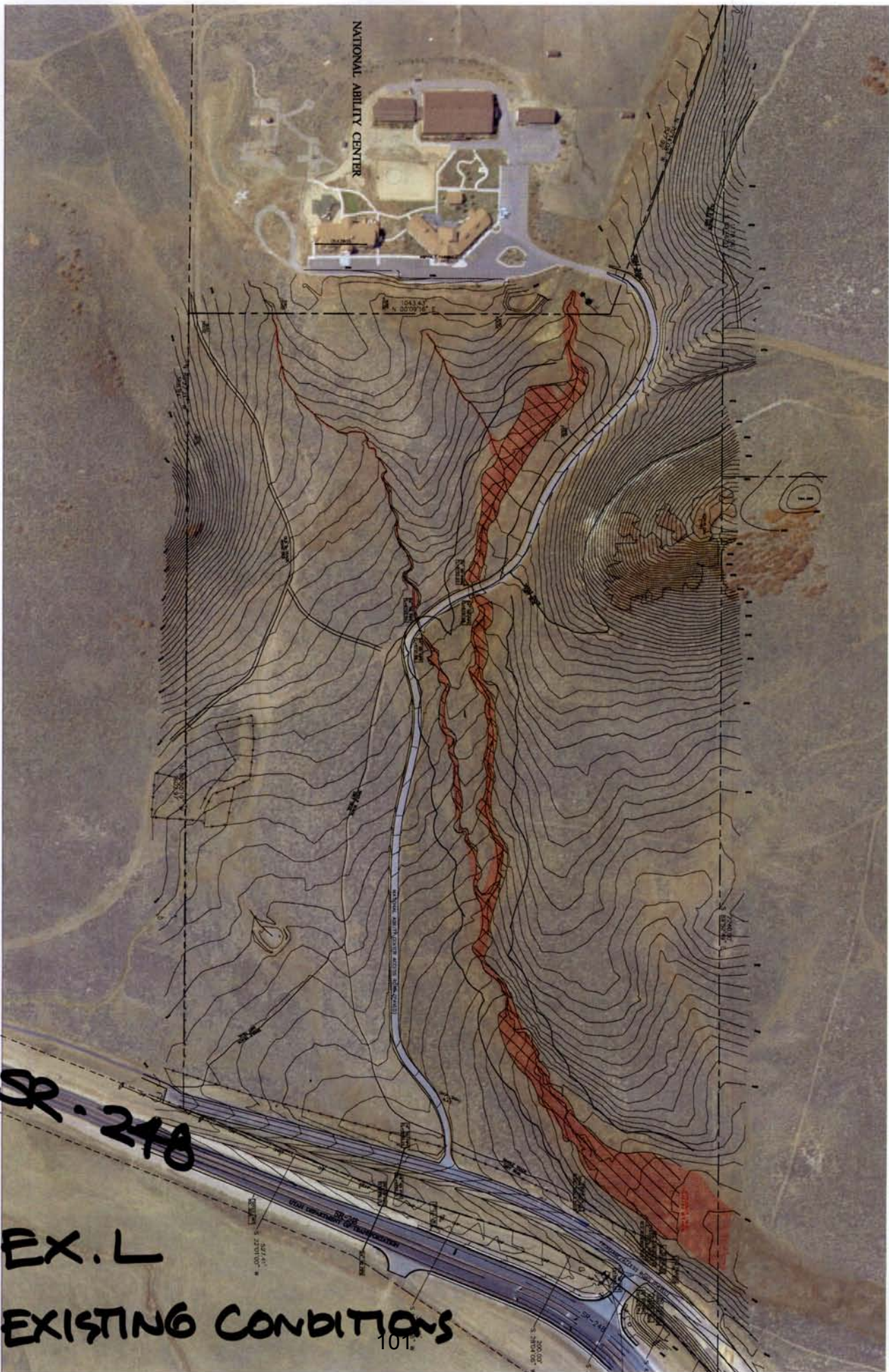
City is not aware of water rights on the property.

Cost to Provide Water

Annexation of this area into the City will require provision of water to the proposed recreation facility. Staff has done their best to estimate the flow requirements of this service. However, the level of planning complete at this time does not provide the detail necessary to precisely forecast the cost of necessary improvements to store and move water to the area.

Staff estimates the financial investment required to provide the infrastructure to store/pump/and transport water to the recreation parcel at \$250,000 – \$750,000. The variability in this range is driven by the range of fire flows that may be required at the site. Fire flow calculations are driven by building footprint and construction materials. When a specific footprint and construction materials are specified for the buildings that are to be placed on the recreation parcel a more precise number can be calculated.

**Exhibit K~~3~~ = Cost to provide
Governmental Services WATER**



NATIONAL ABILITY CENTER

SR-240
EX.L
EXISTING CONDITIONS

PARK CITY MUNICIPAL CORPORATION
RECREATION COMPLEX

QUINCY JUNCTION, PARK CITY, UTAH
PROPOSED AND MASTER PLANNING



SITE PLAN
EXISTING
SEPTEMBER 14, 2004

SPORTS DESIGN ALLIANCE



Exhibit M

Ordinance No.

AN ORDINANCE APPROVING AN AMENDMENT TO THE PARK CITY ZONING MAP
FOR NATIONAL ABILITY CENTER AND PARK CITY MUNICIPAL RECREATION
COMPLEX ANNEXATION PARCEL, PARK CITY, UTAH.

WHEREAS, owners of land located east of Fairway Hills Phase Two, and west of SR 248, approx 1/8 mile south of the SR 248 & I40 interchanges, including the Executive Director of the National Ability, and Park City Municipal Corporation have petitioned the City Council for approval of an annexation and zoning, known as the National Ability Center and Municipal Recreation Complex Annexation; and

WHEREAS, the National Ability Center and Municipal Recreation Complex parcels will be zoned ROS-MPD (Recreation Open Space – with underlying Master Planned Development); and the COSAC purchased 39.5 acres will be zoned POS, Protected Open Space; and

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

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

WHEREAS, the Planning Commission held a public hearing on October 13, 2004, to receive input on the proposed annexation and zoning; and

WHEREAS, the Planning Commission, on October 13, 2004, forwarded a positive recommendation on the proposed annexation and zoning to the City Council; and

WHEREAS, on October 21, 2004, the City Council held public hearings to receive input on the proposed annexation and zoning; and

WHEREAS, it is in the best interest of Park City, Utah to approve this amendment to the official Park City Zoning Map.

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

SECTION 1. APPROVAL. The National Ability Center and Park City Municipal zoning and amendment to the official Park City Zoning Map are hereby approved as shown in Exhibit N subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The National Ability Center and Park City Property is currently located in unincorporated Summit County and may be annexed to Park City, pursuant to the National Ability Center and Municipal Recreation Complex Resolution. As part of the annexation petition the petitioner has requested Recreation Open Space – with underlying Master Planned Development (ROS-MPD) for the NAC and Recreation Complex; and Protected Open Space (POS) for the COSAC purchased 39.5 acres.
2. The Planning Commission held a public hearing at their regular meeting of October 13, 2004 and forwarded a positive recommendation to the City Council regarding the proposed annexation and zoning.
3. The proposed ROS-MPD, and POS zoning and existing/proposed land uses are consistent with the Purpose statements of the respective underlying zoning districts.
4. The ROS zone allows for Master Planned Developments with recreational uses including parks, trails, and other compatible public and private uses, as well as preservation of natural and environmental resources.
5. The POS zone promotes open lands that remain fundamentally undisturbed, but allows for minor improvements including trailhead parking and accessory building less than 600 s.f.
6. The Property Owner submitted with the annexation and zoning petition a Master Planned Development, known as the Municipal Recreation Complex MPD, that is consistent with the proposed ROS-MPD zone, in terms of uses.
7. The Municipal Recreation Complex MPD has not been approved by the Planning Commission and shall continue to follow a normal, thorough planning process in accordance with the Land Management Code.

Conclusions of Law:

There is good cause for this Zoning Map amendment.

The Zoning Map amendment is consistent with the Park City Land Management Code and General Plan.

Neither the public nor any person will be materially injured by the proposed zoning map amendment change.

Approval of the Zoning Map amendment does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. This Zoning Map amendment is contingent upon approval by the City Council of the National Ability Center and Park City Municipal Recreation Complex Annexation Resolution.

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

PASSED AND ADOPTED this 21st day of October 2004.