

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 6, 2005**

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 6, 2005.

Closed Session - Executive Conference Room

3:00 p.m. Property

Work Session – City Council Chambers

5:30 p.m. Council questions and comments

5:40 p.m. Meeting questions/comments

- Loan extension to MCHT
- Project contracts

Regular Meeting – City Council Chambers

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF SEPTEMBER 22, 2005

V CONSENT AGENDA PUBLIC HEARING

1. Continuation of hearing on Ordinance amending the Municipal Code, Title 12, Sign Code **(motion to continue to October 13, 2005)**
2. Continuation of hearing on an Ordinance approving a final subdivision plat for Finnegan's Bluff Subdivision located at 760 Saddle View Way, Park City, Utah
3. Ordinance approving a final record of survey plat for the Lookout at Deer Valley, located at 6601 Royal Street West, Park City, Utah
4. Ordinance approving a final record of survey plat for The Spiro Condominiums Cottages "1" – "22", located at 1825 Three Kings Drive, Park City, Utah

VI CONSENT AGENDA

1. Ordinance approving a final subdivision plat for Finnegan's Bluff Subdivision located at 760 Saddle View Way, Park City, Utah
2. Ordinance approving a final record of survey plat for the Lookout at Deer Valley, located at 6601 Royal Street West, Park City, Utah
3. Ordinance approving a final record of survey plat for The Spiro Condominiums Cottages "1" – "22", located at 1825 Three Kings Drive, Park City, Utah
5. Appointment of election judges for the Municipal General Election to be held November 8, 2005
6. Ninety-day loan extension to Mountainlands Community Housing Trust for The Line Condominiums affordable housing project, located at 555 Deer Valley Drive, Park City, Utah

VII NEW BUSINESS

1. Authorization to City Manager to execute a Utah Power for & Light General Service Contract, in a form approved by the City Attorney, for the Park City Ice Arena and Sports Complex
2. Authorization to City Manager to execute an agreement, in a form approved by the City Attorney, with Stantec Consulting Inc. for design and construction management services related to reconstruction of Prospect Street in an amount not to exceed \$163,250
3. Authorization to City Manager to execute an agreement, in a form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed \$158,900

VIII 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.

Posted: 10/03/05

See www.parkcity.org

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

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

October 2005

- 13 Main Street - holiday paid parking proposal – HMBA
Sundance MOU
Ordinance- approving a plat amendment for The Public Works Building, located at 1630 Short Line Road (Pat)
Ordinance- approving a final record of survey plat for The Lofts - an expandable condominium project, located at 570 Deer Valley Drive (Ray)
- 17 *Breakfast meeting – School District Offices*
- 20 **No meeting**
- 27 Quarterly goals – work
Historic District update – Pat
Bond resolution - Community Impact Board water bonds
Review and comment on Snyderville Basin Transportation Plan (1 hour)
Business license fees – hearing/action

November 2005

- 3
- 8 Municipal Election Day
- 10
- 15 Official Election Canvass (*Tentative*)
- 17
- 24 Thanksgiving

December 2005

- 1
- 8
- 15
- 22
- 29

Pending Items:

KPCW lease
General Plan update
Regional bus service SLC
Conveyance of easement from Iron Mountain & Associates
One year review of Ordinance No. 05-49, outdoor display of merchandise – August 2006
One year review of land use associated with purchase of Aerie Drive/Deer Valley Drive property – August 2006

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 22, 2005**

Present: Mayor Dana Williams; Council members, Kay Calvert, Candace Erickson; Jim Hier; and Joe Kernan

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Gary Hill, Budget Manager; Ken Fisher, Recreation Manager; Eric DeHaan, City Engineer; Alison Butz, Special Events and Facilities Manager; Brooks Robinson, Planner

Recreation Advisory Board (RAB) members Dave Stahle, Rich Miller, Liza Simpson, Carol Potter, Rob Lea, and Matthew Galvin

Jennifer Guetschow, consultant; and Tim Henney, Summit Land Conservancy (SLC) Board Member

Absent: Council Member Marianne Cone

1. Council questions/comments. Candace Erickson reminded the public that the hazmat collection will be held at Recycle Utah this Saturday. She attended the first meeting of the Friends of Ice which consists of a variety of stakeholders; there was discussion about programming and marketing. The City Tour was informative but by comparison to other resort communities, she felt that Park City is doing a phenomenal job, and there are fewer ideas to *steal*. Ms. Erickson noted that she has been attending the IHC meetings, and it was helpful to visit the hospital in Sun Valley. She thanked Matt Twombly for his work on presentation maps for Gambel Oak in preparation for staff's trip to Washington DC next week.

Jim Hier stated that he also enjoyed the Summer Tour. He received a request from the HMBA to suspend paid parking on Main Street four weeks prior to Christmas (see public input at regular meeting). The Mayor interjected that the completion of the new parking garage will create 250 new parking spaces. Mr. Hier believed that the effort is to attract local patrons to shop Main Street and to compete with free parking programs offered in Salt Lake. He thanked the presenters at the 20-30 Vision Meeting held on Tuesday night, which was well-attended. Joe Kernan commented on the Summer Tour, specifically the paved trails in Sun Valley and Jackson. He discussed an alternative routes meeting hosted by Mountain Trails Foundation, and reported on School District businesses, particularly the renovation of the high school. Mountain Mediation is considering expanding services to the community. Kay Calvert felt the City Tour was well organized and stated that she was impressed by Jackson's affordable housing program.

The Mayor thanked the community for its generosity in creating and participating in fund-raising events for Katrina Relief victims. He pointed out staff's hard work on the state tax reform amendments over the past 16 months, and reported that the ULCT

membership approved maintaining the status quo on the 50/50 proposal. Mayor Williams personally thanked City Manager Tom Bakaly and Budget Manager Gary Hill for their professionalism. He also acknowledged Council member Candace Erickson's successful induction to the ULCT Board of Directors and her commitment to Park City in representing our interests in state and federal affairs.

Mayor Williams reported on his participation on a task force on the future of energy where imposing mandates versus offering incentives was evaluated. He also attended a conference this morning on global warming with Mayor Rocky Anderson. The Utah Humanities Council held a dinner where Bill and Joyce Brown were honored with the Mayor's Award and he was pleased that he could be there. The City received an award from Department of Environmental Quality and the Utah Pollution Prevention Association on the environmental management report authored by Jeff Schoenbacher and Park City's participation in wind power, among other initiatives.

He suggested that the Council meet with the Snyderville Basin Planning Commission since there are matters of mutual interest. He clarified for Jim Hier that our Planning Commission would be invited and maybe the County Commission. Mr. Hier pointed out that this would result in a big meeting and there are subcommittees being formed, including members of both planning commissions to ensure better communication. He preferred allowing this approach to go forward first but the Mayor disagreed. He felt that there are many SBPC members that the Council may not know and there was discussion about holding a social function rather than a meeting.

The Mayor asked staff to explore whether or not Park City has an idling ordinance. Candace Erickson discussed her participation on the selection committee for the upcoming Leadership Class and the effectiveness of the past two classes. There are a large number of applications and a limited number of slots, and she encouraged people to reapply if not selected this year.

2. RAB visioning. Ken Fisher introduced RAB members in attendance: Dave Stahle, Rich Miller, Liza Simpson, Carol Potter, Rob Lea, and Matthew Galvin. The group is looking for direction from Council on a work plan with regard to neighborhood parks, City Park, and dirt jumps. Miscellaneous projects include the dog park, stair rights-of-way and Frisbee golf.

Neighborhood parks - He referred to his staff report and pointed out that there is about \$440,000 left in the budget after the construction of three neighborhood parks currently underway. Another potential site is the old sewer treatment site, which is currently being used for storage for Public Works and acts as a temporary location for the dirt jump. Building a fire station on this property is also an option. Jim Hier believed it prudent to wait a year on a park plan at this location until there is more information on the fire station and storage needs for Public Work. Additionally, the park may be costly and constitute its own project. Candace Erickson added that the status of the dirt bike jump is unknown as well. The Mayor stated that he wants the flexibility to consider affordable housing on the site, which he feels is large enough to accommodate all three

uses. Ken Fisher indicated that the old sewer site will be *put on the back burner*; there was discussion about the inherent expense in building parks.

Mr. Fisher stated that RAB is looking for direction on neighborhood parks in Old Town. He acknowledged that a park in the Historic District can also be a feature of the Town Plaza and asked whether parks funds should be allocated for this project. Ms. Erickson liked the idea of a children's art/play area but wasn't sure of the time frame for the Plaza. Jim Hier agreed that there should be park amenities at the Town Plaza and felt improvements should be budgeted as a component of the CIP project. The City Manager advised that Council will be reviewing the Town Plaza project this winter with construction slated for spring.

He clarified the plan for the three Wisniewski parcels, which proposes moving the house to provide enough space for a park on two of the lots. Mr. Stahle expressed that RAB believed the Wisniewski acquisition was too small for a park and the sale of the two lots would generate the money to purchase property somewhere else in Old Town. Jim Hier recalled that the proposal was to construct a walkway on the property. Rich Miller agreed that the lot could provide access from upper Main Street and pointed out that there are seven acres on the hillside and a historic path from Swede Alley to Hillside Avenue, which can be improved for pedestrians. Stairs and/or a cultural walkway could be constructed. It was clarified for Kay Calvert that the buyer of the lot would be responsible for moving the house. Mr. Miller asked about the timeline for the reconstruction of Hillside Avenue in the CIP Budget. Eric DeHaan explained that the funds are anticipated for repairs in the event Hillside collapses. Candace Erickson felt that once the sale proceeds, she would like this project to move ahead and pointed out that there is a wide swath of property which would work well as a walkway with benches, etc. Mr. Stahle clarified that his concerns related to traditional parks with playgrounds. Mr. Kernan also supported the walkway concept.

Stair rights-of-way - With regard to stair rights-of-way, Ken Fisher spoke about the Second Street stairs between Main Street and Park Avenue. He received a suggestion from a resident for a basketball court there, but pointed out that utilities are located next to the stairs and many property owners have landscaped the right-of-way. Rich Miller reported that they discovered that there are quite a few stair rights-of-way in Old Town that are currently weed patches. RAB felt that all stairs should be looked at comprehensively, not just Second Street, and that a policy should be created. The neighbors could participate in the improvements. The Mayor brought up the risk of adverse possession claims, and the City Attorney explained that governments are immune. Typically the property owner enters into an agreement with the City who reserves the right to remove improvements. Jim Hier felt that landscaping the stairs would be a great enhancement. Liza Simpson believed that installing benches and planting trees is pretty inexpensive and Tom Bakaly pointed out that uses must be consistent with bond language and other possible funding sources may have to be identified, like the RDA. Kay Calvert encouraged creating more seating areas in the downtown core.

Dave Stahle reiterated that he strongly believes in finding a location for a park in Old Town. The Mayor specified that the City is approaching \$20 million in Old Town expenditures over the past several years and the cost of acquiring property is prohibitively expensive. Joe Kernan suggested considering park exactions from Old Town developments. Kay Calvert commended Mr. Stahle for not losing sight of a park in Old Town and felt there may be opportunities in the future. Ms. Erickson interjected that property values will likely continue to increase and we may regret not buying anything now. Liza Simpson emphasized the possibilities associated with the construction of the Town Plaza and the Mayor pointed out the number and availability of recreational trails bordering Old Town. Ken Fisher stated that the neighborhood park subcommittee will look at the Wisnewski lots, the stair rights-of-way, and survey Old Town residents on ideas.

City Park and Recreation Building - With regard to City Park, Mr. Fisher, spoke about replacing the infield of the softball diamond which would be completed in-house. The Recreation Building was built in the mid-80s and used by the Recreation Department primarily for summer day camp, leased to the Boys and Girls Club and used by Sundance. Day camp has been very successful and the building has been *bursting at the seams*. RAB is suggesting that staff analyze and recommend potential uses for the building, recognizing that it does not currently meet the needs of the community. Kay Calvert referred to the wide range of estimates from \$50,000 to \$1.5 million and Ken Fisher explained that at a minimum, \$50,000 would probably cover plans for the interior layout and upgrading the bathrooms. There was talk of enclosing the pavilion and building a second floor. Jim Hier believed the building is in a state of disrepair and the City should explore refurbishing it. Kay Calvert commented on its high usage and Ken Fisher agreed that there isn't much square footage to accommodate program participants. Dave Stahle relayed that RAB will return with options and associated cost estimates. Joe Kernan felt that \$250,000 is a reasonable starting point. Candace Erickson encouraged the group to *think outside the box* and look at things from a different angle, including a different location for the building. Ken Fisher felt the location is ideal for summer camp because it is in City Park, close to the Library, baseball fields, skate park, and on the bus route. The Mayor confirmed that RAB will return to Council with cost options to improve the building.

Poison Creek enhancements - Ken Fisher addressed enhancing Poison Creek as a possible project. The Marriott improved its section along the creek but the City property at the south end of City Park is overgrown and unattractive. This project simply involves cleaning up the vegetation along the banks and making the creek more visible for aesthetic and safety reasons. Candace Erickson expressed reservations about removing vegetation like the willows without the advice of a hydrologist. Mayor Williams feared that if the creek becomes more visible, it may become an attractive nuisance for kids and there is also a soil issue. Liza Simpson responded that the kids are already playing on the banks where their parents can't see them and the intent is to clear out the willows so Poison Creek is visible from the park side. Dana Williams advised that the willows will return every spring and he would rather allocate this funding toward the Recreation Building. Ms. Simpson commented that there is enough room between the trail and the stream in some areas to install benches. Dave Stahle suggested that this

be a community volunteer project tied into Clean Up Day in May. Mayor Williams advised that if this project moves ahead to place boulders in the creek to inhibit willows and prevent erosion. The improvements made by the Marriott were discussed including boardwalks, a barbecue area, horse shoe pit and landscaping. Candace Erickson reiterated her concern about removing natural features without considering the effects on the flow of Poison Creek. Rich Miller pointed out that the Board will review this project, taking all of Council's comments into consideration.

North end of City Park - The north end of City Park has been discussed over the past several years and Mr. Fisher reported that he and the City Engineer conducted an assessment and both have a good understanding of the park boundary. He proposed building parking spaces behind the 7-11, paving some spaces by the playground behind the townhouses, and landscaping the Snow County berm. In response to a question from the Mayor, Mr. Fisher personally believed that the project should be to define parking spaces, not necessarily include the berm. He explained that people may be attracted to an area where there may be fly balls and this may be the future location of the Drilling and Mucking Exhibition on Miners Day. The Mayor questioned the necessity of leaving the drainage basin at its current location. Eric DeHaan advised that it is the storm drain detention for all of City Park and that function would have to be duplicated somewhere else. There are also soil issues that would have to be addressed.

Dave Stahle suggested conducting this project in tandem with the Sullivan Road improvements in 2009. He felt that the north end doesn't look that bad. Matthew Galvin interjected that resources may be spent more wisely on the Recreation Building. There was discussion about paving the area behind the townhouses which was supported by Jim Hier. Candace Erickson agreed that the north end of the park is not a high priority, but encouraged staff to keep it in mind. She felt there should be a comprehensive plan for all components. In response to a question from Rich Miller regarding direction, Kay Calvert explained that the focus of the project should be to clearly identify City-owned parking by paving, signing, and/or striping.

Dirt jump park - With regard to the temporary dirt jump park, Ken Fisher advised that the City has a CUP through the summer of 2006 and RAB is looking for a permanent location before it expires. He asked if BMX is an activity the City wants to offer in the future and Mayor Williams relayed that feedback on this from RAB is critical. Ms. Simpson reported that there is evidence that the park is being used, but not to the same extent as the skate park. She pointed out that there isn't a large cost associated with rebuilding dirt jumps somewhere else and can't imagine it remaining at the old sewer site in consideration of other pending uses. She suggested reserving space at the Quinns Sports Complex. Jim Hier remarked that there may be more room on the Bango-Wortley property but questioned if it would be used as much at that location. If the trail is paved from Morning Sky to the Sports Complex, there will be access to the area without getting on the streets. Mr. Stahle clarified that the Bango-Wortley piece is on the same side as the NAC; the size is perfect and it is well screened. There are trails around the fields and there may be bus service out there. He added that having a dirt jump park is an amenity that is a good fit for Park City; he relayed a story about meeting a mother commuting from Rock Springs so her son could enjoy the temporary

dirt bike park. The Bango-Wortley site has more space for a better park, but the sewer treatment plant site was a good test to determine the level of interest among riders. Jim Hier expressed confidence in RAB to identify a permanent location. Candace Erickson encouraged staff to explore extending the CUP in time in the event the project is delayed. Dana Williams remarked that once Richardsons Flats is capped, a huge recreation area will be available and there was discussion about interest in building a BMX track. Ms. Erickson warned against including Richardsons to meet our recreational needs, as it is not owned or controlled by the City.

Dog park - Mr. Fisher referred to public input rendered in July advocating a dog park, but emphasized the lack of adequate acreage within the City limits. Council member Calvert recommended that a dog park be a cooperative project with the County and Jim Hier suggested forming a subcommittee to work with the County. Ms. Calvert felt people would drive to the facility and emphasized the importance of providing parking. The Mayor reported that Meechie White called him and indicated that she is willing to consider a dog park on NAC property where there is parking. Liza Simpson expressed RAB's support of a dog park project and feels it is a facility Park City should have. Mr. Hier favored working with Summit County; there was discussion about the dog park at Trailside. He felt that this park will have more County users, but Kay Calvert disagreed. Ken Fisher confirmed that RAB will form a subcommittee and work with Summit County.

Racquet Club - Mr. Fisher described the recent upgrades to the Racquet Club, including a new pool, section of a new roof, a new boiler, and this year, the pipes will be replaced and the locker rooms remodeled. Friends of the Racquet Club was formed last year but disbanded after members were discouraged after learning the scope of needed repairs and the lack of potential funding. For instance, remodeling the locker rooms doesn't make sense without fixing the leaking pipes. A separate staff task force has been formed to examine all City assets and formulate a maintenance replacement schedule for facilities, including the Racquet Club. Once the capital replacement plan is complete, he suggested forming a RAB group to look at making the facility a true community asset. Currently, there are no kid-friendly amenities in the building.

Kay Calvert felt it important to take care of on-going maintenance before taking on other programs. Mr. Fisher felt that once maintenance is under control, RAB could comprehensively look at facility programming. There was discussion about the boundaries of the Racquet Club property and enclosing the lap pool. Jim Hier agreed that repairing the facility is more important than considering new enhancements or programs. The City Manager discussed focusing on maintenance for a year or so first and then formulating a vision for the Racquet Club. Rob Lea encouraged looking at the facility as a whole. Ms. Erickson stated that her preference is to initiate a long-term planning process now and felt that repairs should be prioritized on a projected maintenance schedule. Dave Stahle encouraged the Council to commit adequate funding for on-going maintenance in the annual budget. There was discussion about the budget review process and Tom Bakaly pointed out that the program for the maintenance of all facilities will affect decisions on implementing new projects and/or programs. He felt it may be helpful to return to Council with a priority list of all RAB projects and associated costs supported today.

Disc golf - With regard to Frisbee golf, Council member Hier disclosed that he discussed this with Rob Lea at length and believes it may be a good activity for Park City. He suggested forming a task force of interested parties to approach both ski areas about using their properties. Mr. Lea explained that there are about 1,000 disc courses in the US. He has met with the group operating a course in Solitude who supports a course in Park City and is willing to assist in the design and logistics components. Mr. Lea felt it would only cost \$10,000 to get started and there are marketing opportunities with sponsoring holes to raise money for maintenance. The majority of City Council members endorsed the idea of Frisbee golf with a ski resort as a partner. Tom Bakaly reminded Council that this is a new program and there was direction previously to address existing maintenance problems before funding new activities.

Bonanza Drive - With regard to a pedestrian tunnel under Bonanza, Ken Fisher explained that this project came up in the context of it being funded from an exaction from potential development. The extensive utility and drainage conflicts along the street were pointed out, rendering the project unrealistic. The City Council thanked staff and members of RAB for an excellent presentation.

3. Monitoring open space. Planner Brooks Robinson explained that Jennifer Guetschow from SLC contacted him about the status of three properties, the Hope Parcel, Florence Gillmor Parcel, and the McPolin Farm and their disposition for conservation easements. He relayed that Ms. Guetschow was receiving questions from her Board and the general public regarding the City's intentions. The Hope Parcel on April Mountain was acquired with open space bond funds and staff is prepared to move forward with a conservation easement, consistent with City Council policy.

However, staff feels that the deed restrictions associated with the Florence Gillmor Parcel provide sufficient protection without an additional conservation easement. Mr. Robinson invited comments on extending the special services contract with SLC to monitor the Gillmor piece. Dana Williams stated that it is appropriate to place a conservation easement on the Hope Parcel but probably not on this land. Candace Erickson asked if the bond language requires conservation easements. Mark Harrington explained that it is not in the bond language but is the current policy direction from the Council, which staff will follow unless directed otherwise. Within six months or so of closing, Council will be asked to grant a third-party easement on property purchased with open space bond money. The Gillmor Parcel has its own deed restrictions which are very detailed, and it doesn't make sense to staff to place a redundant easement on this property. He added that third-party assistance in monitoring the terms of the existing restrictions may be helpful, and could be accomplished by extending the scope of the special services contract with SLC. If Council decides to move ahead with a third-party easement, it can not conflict with the terms of existing provisions. Jim Hier pointed out the difficulty in distinguishing property boundaries in the Round Valley area, which may become an administrative burden to police. There was discussion that it shouldn't be problematic with regard to monitoring and the City would follow up on any violations. Mr. Hier asked if there is any harm in placing a redundant easement; it may ease administration. The City Manager stated

that it has been staff's position that when the City is protected with existing deed restrictions regarding use, it is not necessary to pursue a conservation easement. The main concern is loss of flexibility for policy-makers but he felt it appropriate that the City extend SLC's contract to monitor this property. Jim Hier asked the harm in mirroring the deed restrictions in the third-party conservation easement. The City Attorney clarified that any question on use or enforcement in the future would require the agreement of another party to the terms of resolving the issue to its satisfaction. This creates a possible hurdle and Mr. Harrington believes the same intent can be reached by having a third party monitor Gillmor. Jim Hier again discussed mirroring deed restrictions in the conservation easement document, pointing out that the Gillmor Parcel is more restrictive than other open space properties. He reiterated concerns about confusing property lines and asked if a conservation easement would assist enforcement. Ms. Guetschow replied that she needs to see the deed language.

The City Council agreed to expand the special services contract to include monitoring the Florence Gillmor property. Placing a conservation easement on the property will be a continued topic and Mr. Hier expressed his support of a duplicative easement. Candace Erickson stated that she is comfortable with the bond language and feels a conservation easement is superfluous.

Alison Butz relayed that the McPolin Farm was acquired in 1990 when the City entered into a purchase, sale, and charitable donation agreement with the Osguthorpes to purchase the farm property. The agreement allowed for a variety of uses including agriculture, open space, recreation, education, and residential and commercial development. At the time of acquisition, the City Council committed to a five-year process to determine appropriate uses and public input sessions and a symposium were held. This culminated in 1995 with a master plan for the entry corridor which specifically states that the structures at the Farm are to be used for cultural activities and the fields as open space. Amendments to the resolution require a majority vote of the City Council, as well as 60% voter support to hold a special election on this matter. Those properties are also conditioned through a CUP and zoned Recreation Open Space to provide adequate controls on use. The Friends of the Farm group monitors the land and staff continues to work on a plan to further define the Farm structures and their compliance with the CUP.

Jennifer Guetschow understood that the special election relates to solely changing the open space use and expressed concerns about amending the language without conducting this process. Mark Harrington replied that if the language change purports a change in use in conjunction with the open space delineation, there would have to be a vote of the people and there is no way to avoid the election. Board member Tim Henney stated that Council has to feel comfortable that the bond language and the deed restrictions protect the property in perpetuity. He feared that there are ways to change intended uses, especially as the community grows and changes. There is provision for a referendum in the master plan for the Farm and it could happen.

Dana Williams stated that there is a lot of recreational activity on the Gillmor Parcel and he would like to maintain flexibility on that ground, but felt the Hope Parcel should have

a conservation easement. He agreed with Mr. Henney's comments about the Farm property, acknowledging that its value could be an appealing way to bail the City out financial shortfalls if that should occur in the future. The Farm is our most visible open space acquisition and in his opinion, the *gem* of all open space purchases. Redundancy is more appropriate in this case and an easement should be placed on it.

Joe Kernan stated that he is not adverse to a conservation easement, but didn't want to exclude a cultural use which may be considered commercial. Jennifer Guetschow assured Council members that a conservation easement can be designed to accommodate desired uses. In response to a question from Candace Erickson, the City Manager explained that placing a conservation easement on the property will not adversely affect our bond rating. Jim Hier suggested that a public hearing be scheduled to solicit public input to better assess public opinion on the conservation easement issue. Ms. Guetschow interjected that she has been receiving a lot of calls.

The Mayor summarized that the Hope Parcel will receive a third-party conservation easement, the Gillmor Parcel will be monitored by SLC, and a public hearing will be scheduled on the McPolin Farm. Tim Henney stated that he believes it appropriate to treat these parcels differently and acknowledged that conservation easements may not be appropriate in every instance.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 22, 2005**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, September 22, 2005. Members in attendance were Dana Williams, Kay Calvert, Candace Erickson, Jim Hier, and Joe Kernan. Council member Marianne Cone was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Max Paap, Special Events and Facilities Coordinator; Ray Milliner, Planner; Dave Maloney, Planner; Alison Butz, Special Events and Facilities Manager; and Eric DeHaan, City Engineer.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda:

1. Free parking on Main Street for the holidays – Mike Sweeney, HMBA, explained that the HMBA is requesting free parking on Main Street from Thanksgiving to December 17 as there are a number of competing parking programs in Salt Lake. He will also explore providing free parking in privately owned parking garages. The City Manager explained that this will return on an upcoming work session for consideration.

2. Protection of renters' rights - Lucy Seznowski, resident, asked that the City address tenants' rights and detailed her personal eviction experience. She believes that renters have no recourse when there are landlord/tenant disputes and proposed that the City operate a housing office. Jim Hier referred to the free legal services offered at the Miners Community Center and Ms. Seznowski alleged that the attorneys don't show up. Max Paap, Special Events and Facilities Coordinator, interjected that he understood that there were a couple of instances when the sessions were canceled and in the future, the building will be posted. In response to a question from the Mayor, Mark Harrington indicated that Utah has legislation protecting renters' rights, but acknowledged the challenges renters often face in legal disputes. Council may want to consider this in tandem with an affordable housing policy. An option may be to create an ombudsman role, pointing out that there is likely a landlord contingent in town with valid concerns. Existing legal aid services in Park City are limited compared to Salt Lake. There have been efforts to expand local services, but it is not very likely in the near future. The Park City Bar Association has a new coordinator for the Tuesday night program and hopefully it will be more consistent. The City Attorney noted that small

claims court is a very cost effective way to remedy disputes and Mountain Mediation is planning to expand into the landlord/tenant area which may be another resource.

With no further comments, the public input session was closed.

IV WORK SESSION NOTES AND MINUTES FOR AUGUST 25, SEPTEMBER 1, AND SEPTEMBER 8, 2005

Joe Kernan, "I move we approve the minutes of the meetings of August 25, September 1, and September 8, 2005". Candace Erickson seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Absent
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

V CONSENT AGENDA PUBLIC HEARING

1. Continuation of hearing on Ordinance approving the Finnegan's Bluff Subdivision, located at 760 Saddle View Way, Park City, Utah (motion to continue to October 6, 2005) - and

2. Continuation of hearing on Ordinance amending the Municipal Code, Title 12, Sign Code (motion to continue to October 6, 2005) – Jim Hier, "I move we continue Items 1 and 2 to October 6". Kay Calvert seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Absent
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

3. Ordinance approving the Mustang Subdivision Plat located at 827 Norfolk Avenue, Park City, Utah – Planner Dave Maloney explained that the application is a request to combine two lots to create a legal lot of record, measuring approximately 37 feet by 77.5 feet. The Planning Commission forwards a positive recommending after holding a public hearing. Mayor Williams opened the public hearing, and with no comments, closed the hearing.

4. Ordinance approving The Line Condominiums, located at 555 Deer Valley Drive, Park City, Utah – Planner Maloney explained that the applicant is Mountainlands Community Housing Trust and the request is to create condominiums so the units can be sold individually. With no questions or comments from the Council, the Mayor opened the public hearing. Hearing no comments from the audience, the hearing was closed.

5. Ordinance amending the Land Management Code of Park City, Utah creating Section 15-4-20, Special Events Overcrowding Permit Administrative Conditional Use Permit – Planner Ray Milliner explained that the ordinance proposes a conditional use process for the purpose of regulating special events that occur during larger master festivals. Current review practices have been combined to streamline and clarify the process for the benefit of applicants and staff. Mr. Milliner noted that Shelley Hatch from Finance and Michelle Downard from Building Enforcement are in attendance to answer questions.

Candace Erickson asked if this ordinance will be applied to residential dwellings and Mr. Milliner explained that it would apply to any use where the occupancy limit is exceeded. Commercial uses in residential units are prohibited under the Code. Mark Harrington emphasized that the ordinance does not address use, but applies to occupancy. Ms. Erickson pointed out our experiences with people renting houses for private overcrowded parties. The City Attorney explained that individuals can apply for non-commercial overcrowding permits for a wedding or a party and Ms. Erickson asked if adjacent property owners should be contacted at that point. Mark Harrington noted that the amendment does not contemplate notification as drafted. Ray Milliner described the importance of establishing a process through which the Finance, Building, Police, and Planning Departments review these types of activities in advance. There was discussion about the staff report recommending notification which is in conflict with the ordinance. Kay Calvert felt it likely that an event organizer or someone hosting a private party would not be aware of these regulations.

There was discussion about occupancy limits and associated fire codes. Alison Butz clarified that this ordinance deals with interior use, not necessarily special events. With regard to notification, she explained the hand-outs distributed to merchants for Arts Festival which can be duplicated for Sundance. Ms. Calvert agreed that overcrowding creates a safety issue but is concerned about educating people about the permit system. Ms. Butz clarified that merchants would be provided information relevant to leasing arrangements during Sundance. Joe Kernan didn't feel that residents would be aware of these requirements like someone holding a Super Bowl party, for instance. Ray Milliner explained that the main focus is to better control special events associated with larger master festivals and the City Attorney emphasized that this is the enforcement priority. The proposed legislation was formulated to control occupancies in structures to ensure that they adequately meet health and safety standards. This mainly affects relatively small events in conjunction with a large master festival. The concern is not big parties in neighborhoods. Although this provides the police with an additional tool, there are other avenues like citing for noise, etc. without using this ordinance. Joe Kernan felt that notifying adjacent property owners can be burdensome. The City Manager acknowledged that staff is divided on the notification issue.

Mark Harrington stated that there can be different noticing standards for properties within 300 feet and Council has the ability to change this and/or the 14 day time frame, which provides for inspections. Notification should be concurrent with submitting the

application. Joe Kernan argued that using flyers rather than mailed notice is probably more effective and Ray Milliner remarked that the property would also be posted.

The Mayor opened the public hearing and hearing no comments, closed the hearing.

VI CONSENT AGENDA

Jim Hier, "I move we approve Consent Agenda Items 1 through 5". Joe Kernan seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Absent
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

1. Authorization to the City Manager to execute an Agreement, in a form approved by the City Attorney, with the Park City Foundation to market the naming rights for the Sports Complex at Quinn's Junction in an amount not to exceed \$7,500 (.5% X \$1.5 million) – See staff report.

2. Ordinance approving the Mustang Subdivision Plat located at 827 Norfolk Avenue, Park City, Utah – See staff report and public hearing.

3. Ordinance approving The Line Condominiums, located at 555 Deer Valley Drive, Park City, Utah - See staff report and public hearing.

4. Ordinance amending the Land Management Code of Park City, Utah creating Section 15-4-20, Special Events Overcrowding Permit Administrative Conditional Use Permit - See staff report and public hearing.

5. Authorization to the City Manager to execute a Revised Memorandum of Understanding, in a form approved by the City Attorney, between the Park City Chamber and Visitors Bureau and Park City Municipal Corporation for the Destination Tourism and Community Events Partnership – See staff report.

VII NEW BUSINESS

Easement Agreement with Paladin Development Partners LLC, in a form approved by the Legal Department, to relocate the bulkhead water line at the Spiro Tunnel – Eric DeHaan explained that the Silver Star Development is well underway and the Spiro bulkhead water line is currently being moved by the developer. The easement releases the City's claim on the old alignment and dedicates the relocation. It also clears the title to Building A of Silver Star and staff recommends approval. Rory Murphy interjected that the old pipe became very brittle with age and he believes this will be an improvement. Kay Calvert, "I move to approve the Easement Agreement with Paladin

Development Partners LLC, in a form approved by the Legal Department, to relocate the bulkhead water line at the Spiro Tunnel". Jim Hier seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Absent
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Candace Erickson, Jim Hier, and Joe Kernan. Marianne Cone was excused. Staff present was Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Candace Erickson, "I move to close the meeting to discuss property". Joe Kernan seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Absent
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

The meeting opened at approximately 3:30 p.m.

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

Prepared by Janet M. Scott

City Council Staff Report



Planner: Kirsten Whetstone
Subject: FINNEGAN'S BLUFF SUBDIVISION
Date: October 6, 2005
Type of Item: Final Subdivision plat

PLANNING DEPARTMENT

RECOMMENDATION

Staff recommends the Council conduct a public hearing and approve the Finnegan's Bluff Subdivision plat according to the findings of fact, conclusions of law, and conditions of approval as outlined in this staff report.

DESCRIPTION

Project Name: Finnegan's Bluff Subdivision
Project Planner: Kirsten Whetstone
Representative: Brooke Hontz and Jeff Graham with Jack Johnson Company
Location: 760 Saddle View Way
Zone: Residential Density (RD) and Sensitive Lands Overlay (SLO)

BACKGROUND

The Finnegan's Bluff subdivision consists of 6 single family lots on a 6.4 acre parcel at the end of a long private cul-de-sac (Saddle View Way) above the existing Saddle Condominiums. The property is zoned Residential Development (RD) zone and is within the Sensitive Lands Overlay. Single family dwellings are an allowed use in the RD zoning district. There is an existing informal dirt road/trail crossing the property, but there are no existing structures on the site.

On February 15, 2005, the applicant submitted a request for a special meeting in front of the Planning Commission to discuss the viability of a 7 lot subdivision at 760 Saddle View Way. Based on the Planning Commission discussion on March 23, 2005, the applicant revised the plat from 7 lots to 6 lots varying in size from 10,680 sf to 25,016 sf. An open space parcel of 3.7 acres is proposed. The applicant proposes to dedicate this open space parcel to the City for use as passive open space.

On April 18, 2005, the applicant submitted a request for a six lot subdivision, including a sensitive lands analysis (Exhibit A). An MPD application was not required, as the subdivision consists of fewer than 11 lots (Section 15-6-2).

On June 8, 2005, the Planning Commission held a public hearing to receive input on this subdivision plat. Issues raised by the public included maintenance of Saddle View Way, trail connections through the site with a request that no trails be proposed that connect to the Holiday Ranchettes Subdivision, and concerns about wildlife in the general area. At the June 8 meeting, the Commission discussed the density determination and reviewed the preliminary visual analysis.

The Planning Commission continued the public hearing to July 27, 2005, at which time the Saddle Condominium Association representative expressed concerns about

information implying that an agreement had been reached between the Saddle HOA and the subject property owner. The Saddle HOA representative also expressed concerns about the visual analysis for Lots 5 and 6. The public hearing was continued to the September 14, 2005 meeting, at which time the Planning Commission forwarded a positive recommendation to approve the subdivision plat.

ANALYSIS

Six single family lots ranging in area from 10,680 sf to 25,016 sf are proposed on the site, with access from Saddle View Way, a private street. A private cul-de-sac street is proposed to access these lots. The private street is approximately 460 feet in length from the center of the cul-de-sac to the end of existing Saddle View Way. The second point of access, Jupiter View Drive is approximately 900' from the existing end of Saddle View Way.

The applicant has submitted a fire protection plan to address fire and emergency access given the length of the cul-de-sac. Staff recommends as a condition of approval that a final fire protection plan be approved by the Chief Building Official prior to recordation of the plat and that any pertinent notes, such as requirements for residential fire sprinklers, be included on the plat. Finnegan's Bluff will also be responsible for snow removal on Saddle View Way.

The applicant submitted documentation of a reserved easement for utilities and access to the property through the Saddle Condominiums property, as well as a recorded 50' right-of-way along Saddle View Way from Hwy 224 to the Saddle Condominiums property line through the Windrift Condominiums, as reflected on the title report (Exhibit B). These easements and the right-of-way are referenced on the subdivision plat as notes.

The Snyderville Basin Water Reclamation District has met with the City regarding the utility easements and have indicated to staff that they intend to procure any specific easements that they need, above and beyond those already dedicated. Staff has included a condition of approval that the SBWRD shall approve the utility plan as it relates to the provision of sewer service and shall sign the plat prior to recordation of the plat. No building permits shall be issued until the plat is recorded and all public improvements are substantially complete.

There is a ridgeline running through the property. This ridge was designated a "sensitive ridge" at the time the Sensitive Lands Overlay Ordinance was adopted. This ridge is most visible from Park Meadows (looking west) and along HWY 224 between Saddle View Way and Thaynes Canyon Drive (looking east between buildings). In other locations this ridge is hidden from and/or subordinate to other ridges and mountain back drops.

The location of the lots low on the hillside as well as the proposed height limitations, as shown on the plat at each building pad corner, are necessary to not only prevent roof lines from projecting above the sensitive ridgeline, but also to prevent roof lines from projecting onto the sensitive slope area. The houses will not be visible over the ridgeline from Park Meadows or Holiday Ranchettes Subdivisions, as conditioned.

The ridgeline area is not highly visible from Hwy 224 at the Osguthorpe Barn, Meadows Drive, the Olympic art work entry feature, or the Holiday Ranch Loop intersection. The

ridgeline is not visible from the Park City golf course vantage point per LMC Section 15-2.21-3(A)(4), due to the Hotel Park City and several large evergreen trees. This information was presented by the applicant at the first meeting and the Planning Commission concurred that the intersection of Thaynes Canyon Drive and Hwy 224 was an appropriate vantage point to use in the preparation of the detailed visual analysis of the property.

In the recent month, Planning Staff has studied this stretch of the entry corridor and provided photographs (Exhibit C) to document that the ridgeline area in question is not highly visible from Hwy 224, except in a few places between buildings and at the Hwy 224 intersections with Saddle View Way and Thaynes Canyon Drive.

The area within 150' on either side of the ridgeline is considered to be a sensitive ridgeline area. The 162,858 sf open space parcel, incorporating the sensitive ridgeline area, is proposed to be dedicated to the City as perpetual open space for passive recreational uses.

The majority of the parcel is sloped between 0 and 30 percent with a few small sections of very steep slope areas (greater than 40% slope). Some of the steeper sloped areas are the result of previous disturbances.

Vegetation on the site is primarily indigenous sage, and gambel oak. No wetlands vegetation was observed. There are no designated stream corridors within the property. Songbirds, raptors, and a number of small mammals have been observed on the site. Deer, moose, and elk also frequent the site.

The 6.4 acre site is an infill parcel with zoning (RD) that allows single family residential development at a base density of 3-5 units per acre (19 to 32 units). The proposed density of 6 units (0.94 units per acre) is the result of the sensitive lands overlay ordinance, as described below.

The following issues were discussed at the previous Planning Commission meetings and have either been resolved or are addressed in the conditions of approval.

- **Water.** Water service to the property currently comes from the Thayne's Canyon Tank above Spiro. Because the property is located on a dead-end line it makes it difficult for the City to provide water service to the property, especially a large number of units, without significant upgrades to the water system. When complete, the current upgrades (current construction on the property) to the water system in this area, will help provide additional fire flow. The City Engineer has indicated that a utility plan addressing the water issues will need to be approved prior to recordation of any subdivision plat, as a condition of approval. The applicant's preliminary utility plan shows a proposed 8" water main from the 10' main along the north property line to be looped through the site and connected in to an existing water main in Saddlevue Way.
- **Utilities.** Saddlevue Way is a private road providing access to Saddle Condominiums and Windrift Condominiums. The Saddle Condominium Declaration of Condominium includes language regarding reservation of a non-exclusive easement for utilities, egress, and ingress. The SBWRD (Snyderville Basin Water Reclamation District) has indicated that they prefer a dedicated sewer easement to serve the subject property, as well as dedicated easements

throughout the subject subdivision. SBWRD has indicated to staff that they will secure their own easements, prior to approving the utility plan or signing the plat. Storm drainage detention is also required and shall be part of the utility plan. Staff recommends a condition of approval that the utility plan be submitted for review and approval by the City Engineer prior to recordation of this subdivision plat. A preliminary utility plan and drainage plan has been submitted.

- **Trails.** A trail easement shall be shown on the open space parcel in an approximate location to connect the Snow Creek Crossing trail to the City owned property northwest of the Finnegan's subdivision. A trail easement is required across Lot 6, within the existing utility easement, to secure this trail connection. No trails or easements are proposed to connect to any lot within the Holiday Ranchettes Subdivision.
- **Access.** Saddlevue way is a long privately owned cul-de-sac providing access to a number (16 Saddle Condos and 32 Windrift Condos) of residential units (approximately 900 feet long measured from the intersection with Jupiter Drive). The applicant is proposing to extend the street an additional 200 feet to accommodate the proposed development. There is language within the Saddle Condominium Association CCRs and Declaration, recorded at Summit County, providing reservation of access for ingress, egress, and utility extensions for the subject property. The recording information is indicated on the subdivision plat. The City does not provide maintenance or snow removal on Saddle View Way. The County Assessor's plats indicate a 50' right-of-way from Hwy 224 to the Saddle Condominium property. This right-of-way is listed in the title report for the Finnegan's property and is also shown on the recorded Windrift Condominium plat. The right-of-way extends from HWY 224 to the Saddle Condo property line and crosses 4 separate parcels. This right-of-way is not a dedicated public street.
- **Fire Protection Plan** The applicant has met with the Building Department to discuss a fire protection plan. The final fire protection plan will need to be approved by the Chief Building Official and Fire Marshall, as a condition precedent to issuance of any building permits to ensure that access to the property and type of construction are consistent with requisite International Fire Code requirements. The fire protection plan proposes that wood shake roofs be prohibited, no wood burning fireplaces be allowed, modified 13-D residential fire sprinkler systems be required, and a fire department connection served by a 4" line on for Lots 5 and 6 be constructed as part of construction of the homes. The plan also requires a wildfire protection and defensible space plan to be included with each landscape plan at the time of building permit application for the houses.
- **Sensitive Lands Ordinance.** This proposed development is within the Sensitive Lands Ordinance Overlay district and required Planning Commission review and approval of a Sensitive Lands review for compliance with the Sensitive Lands Ordinance, including steep slope review, ridgeline protection, view corridor mitigation, wetland study, fire protection, wildlife habitat and a

hydrological report. The applicants have revised the building locations from the initial meeting to locate the houses so that they do not break the ridgeline when viewed from LMC designated vantage points (see sheet S6 of the revised plans). The applicant has also demonstrated that the houses would not impact the ridgeline area as viewed from those same vantage points.

The visual analysis photos, used to determine height restrictions, were taken from the parking lot at Hotel Park City at the entrance off of Thayne's Canyon Drive at elevation 6830'. The site is obscured by the large evergreen trees when viewed from the "club house location" as stated in the LMC. Specific height limitations are identified on the plat at the setback corners of each lot. Staff recommends a condition of approval that prior to issuance of a building permit for any lot that a site specific visual analysis be conducted to verify that the house will not impact the ridgeline area (see Condition #10). The applicant provided a wildlife report as well.

- **Density.** The proposal is for 6 single family lots on a 6.4 acre parcel (0.94 units per acre). Based on the Staff analysis, the allowable density is 6.27 units taking into consideration the SLO review regarding slope, sensitive ridgeline areas, and density transfers (utilizing the RD zone range of density of 3 to 5 units per acre), and the size of the property. No bonus density is included in this calculation. Because the number of units proposed is less than 10 (the MPD threshold) 3 units per acre was used in the SLO density calculations resulting in a density of 6.27 units. An MPD would allow the density to approach 5 units per acre resulting in a density of 10.53 units (generally for a smaller, connected multi-family, townhouse type of unit).

Based on the analysis, Staff has determined that the proposed density of 6 units for this 6.4 acre site is appropriate and the site is suitable for this density based on the following conditions as outlined in LMC Section 15-2.21-5:

1. The overall development density of parcel is compatible with that of adjacent properties and developments.
2. The architecture, height, building materials, and other design features of the development in the receiving area, as conditioned, are compatible with adjacent properties or developments.
3. The applicant agrees to adopt appropriate mitigation measures, such as landscaping, screening, illumination standards, and other design features as recommended by the Planning Department to buffer adjacent properties from the additional units.

DEPARTMENT REVIEW

This project and the staff report were reviewed at the interdepartmental staff review. Staff involved in this review included planning, engineering, building, legal, public works, and the water reclamation district. Issues raised included requirements for access and utility easements, trails, fire and emergency access and protection, storm drainage, sensitive lands review. These issues have either been resolved by the applicant at this time, or have been addressed by the conditions of approval.

NOTICE

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

ALTERNATIVES

- A. The City Council may approve the subdivision plat with the conditions stated, or modify the conditions, or
- B. The City Council may deny the subdivision plat and direct staff to prepare findings supporting this recommendation, or
- C. The City Council may continue the discussion to a later date.

SIGNIFICANT IMPACTS

There are no significant fiscal or un-mitigated environmental impacts resulting from this subdivision plat approval, as conditioned. A 3.7 acre open space parcel will be dedicated to the City for passive recreation and trails, upon recordation of the plat.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

The property would remain a metes and bounds parcel.

RECOMMENDATION

Staff recommends the City Council conduct a public hearing, consider any input, and approve the Finnegan's Bluff Subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance.

EXHIBITS

Exhibit A - Proposed subdivision plat

Exhibit B- Photographs of the site from Hwy 224 (attached under separate cover)

Exhibit C- Visual Analysis sheet S6 (attached under separate cover)

**AN ORDINANCE APPROVING THE FINNEGANS BLUFF SUBDIVISION PLAT
LOCATED 760 SADDLE VIEW WAY, PARK CITY, UTAH.**

WHEREAS, the owner of property located at 760 Saddle View Way, petitioned the City Council for approval of a final subdivision plat; and

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

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

WHEREAS, the Planning Commission held public hearings on June 8, July 27, and September 14, 2005, to receive input on the proposed subdivision plat;

WHEREAS, the Planning Commission, on September 14, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 22, 2005, the City Council held a public hearing and approved the proposed subdivision plat; and

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

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

SECTION 1. APPROVAL. The subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located in the RD, Residential Development, zoning district and is on Saddle View Way, a private street. Single family dwellings are an allowed use in the RD zoning district.
2. The property consists of 6.4 acres. Saddle View Way is a long private cul-de-sac traversing several properties, namely Saddle Office Park, Windrift Condominiums, and Saddle Condominiums. The City does not provide maintenance or snow plowing on this private street.
3. There is an easement over Saddle View Way discussed in the Declaration of Condominium of the Saddle Condominiums (recorded as Entry No. 175675 on January 23, 1981). There is also a 50' right of way shown on the recorded Windrift Condominium plat, extending from Hwy 224 to the Saddle Condominiums property line. This right-of-way is also indicated on the County Assessor's plat maps. This information is indicated on the proposed subdivision plat.
4. The property is located within the Sensitive Lands Overlay subject to the

Sensitive Lands Overlay Ordinance, Section 15-2.21 of the Land Management Code.

5. On March 23, 2005, the Planning Commission discussed the item as a pre-application meeting. The applicant provided documentation that the site is not visible from any of the designated LMC vantage points. The subject property is obscured by large evergreen trees when viewed from the Park City Golf Course "club house location" as stated in the LMC. The Planning Commission directed the applicant to conduct the visual analysis from an area near the Thaynes Canyon/Hwy 224 intersection where the property is visible. The sensitive lands photographs and analysis are based on a location in the parking lot at Hotel Park City at the entrance off of Thayne's Canyon Drive at elevation 6830'.
6. On September 14, 2005, Staff documented through photographs, the visibility of this property from the Osguthorpe Barn, Meadows Drive and Hwy 224, the Olympic sculpture parking area, Holiday Ranch Loop, Saddle View Way, and Thaynes Canyon Drive and determined that the subject property is not highly visible from the entry corridor, with the exception of the area between Saddle View Way and Thaynes Canyon Drive.
7. The Planning Commission reviewed a Sensitive Lands Analysis for the property that included a density analysis, steep slope review, ridgeline protection, fire protection, and wildlife habitat review.
8. A "sensitive ridge" is located on the property. This ridge was designated a "sensitive ridge" at the time the Sensitive Lands Overlay Ordinance was adopted and is highly visible looking west from Park Meadows and Holiday Ranchettes subdivisions. The ridge is not highly visible from the HWY 224 entry corridor, with the exception of the area between Saddle View Way and Thaynes Canyon Drive.
9. Within 150' of the sensitive ridgeline, on both sides of the ridge, is an area considered by the Sensitive Lands Ordinance to be a sensitive ridgeline area. Development may not impact this ridgeline area.
10. The applicant has demonstrated that the houses can be located on each lot in a manner such that the ridgeline and sensitive slope area will not be impacted, as viewed from the revised Park City Golf Course club house vantage point, as described in Finding #5. Specific height limitations in terms of USGS elevations are indicated on the plat for all setback corners. These elevations provide a building envelop limitation that the roofline can not exceed in order not to break the ridgeline nor impact the sensitive ridgeline area, when viewed from the vantage point as described above and illustrated on Sheet S6 of the plans. A site specific visual analysis conducted by the lot owner at the time of building permit submittal will be required, in order to demonstrate that requirements of the Sensitive Lands Ordinance have been complied with.
11. Based on the sensitive lands analysis the allowable base density is 6.27 dwelling units. The proposed density of 6 units for this 6.4 acre site (0.94 units per acre) is appropriate and the site is suitable for this density based on the conditions as outlined in LMC Section 15-2.21-5.
12. The Planning Commission conducted public hearings on June 8, July 27, and September 14, 2005.
13. The proposed street within the Finnegan's Bluff subdivision is approximately 460 feet in length from the center of the proposed cul-de-sac to the end of existing

Saddle View Way. The second point of access, Jupiter View Drive, is approximately 900' from the existing end of Saddle View Way.

14. The applicant submitted a fire protection plan to address fire and emergency access given the length of the cul-de-sac.
15. The subdivision plat creates 6 lots of record and a 3.74 acres open space parcel. Lots range in size from 10,680 sf to 25,016 sf. The applicant proposes to dedicate a 3.7 acre parcel to the City as open space for public passive recreation use, with easements for snow storage, landscaping, trails, and utilities. Landscaping and irrigation will be the responsibility of Finnegan's Bluff lot owners. Each lot is restricted to one single family dwelling unit.
16. A trail easement or general language allowing a trail within the open space parcel, in an approximate location, is necessary to connect the Snow Creek Crossing trail to the City owned property northwest of the Finnegan's subdivision. A trail easement is required across Lot 6 to complete this trail connection. No trails or easements are proposed to connect to any lot within the Holiday Ranchettes Subdivision.
17. No remnant lots will be created as a result of this subdivision.
18. All existing and proposed utilities, access drives, sidewalks, trails, public and circulation areas for emergency vehicles will be located within approved easements to be reviewed and approved by the City Engineer prior to plat recordation.
19. Saddle View Drive is a private neighborhood street where parking, snow storage and construction staging can be problematic. A construction mitigation plan will be necessary to address construction issues before any permits can be issued.
20. The City Council conducted a public hearing on September 22, 2005.

Conclusions of Law:

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

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the final form and content of the final subdivision plat for compliance with State law, the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. The applicant will record the final subdivision plat at Summit County within one year of the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. Approval of a construction mitigation plan is a condition precedent to the issuance of any building permits for the Finnegan's Bluff subdivision. The construction mitigation plan shall include a re-vegetation plan for re-vegetation

- of all disturbed areas that remain after utility, road, and trail construction.
4. A financial guarantee for public improvements in a form acceptable to the City Attorney and in an amount acceptable to the City Engineer shall be in place as a condition precedent to plat recordation and issuance of building permits. Sidewalks, constructed to City specifications, shall be provided on the southerly side of the cul-de-sac.
 - ~~5. Utility and access easements in a form approved by the City Engineer and City Attorney shall be dedicated on the Finnegan's Bluff plat, or by separate document and simultaneously recorded with the plat. Snow removal and maintenance of Saddle View Way is not provided by the City. The name of the cul-de-sac in Finnegan's Bluff subdivision shall be Saddle View Way.~~ **5. Saddle View Way is, at the time of plat recordation, a private road existing on four separate parcels of land. Access is not guaranteed by Park City Municipal Corporation. Maintenance of Saddle View Way is not, and is never intended to be, provided by Park City. The name of the cul-de-sac in Finnegan's Bluff subdivision shall be Saddle View Way.**
 6. A final determination as to the location of all required snow storage, access, and utility easements, including any required storm drainage easements, consistent with LMC Chapter 7- Subdivisions will be made by the City Engineer as a condition precedent to plat recordation.
 7. As a condition precedent to plat recordation the City Engineer shall have approved the final utility plans, including the storm water detention plans. No building permits shall be issued until the plat is recorded and public improvements are substantially complete.
 8. As a condition precedent to issuance of any building permits, the Chief Building Official shall conduct a final assessment and grant approval of the fire protection plan. All relevant notes, requirements, and restrictions regarding fire protection shall be shown on the final plat as a condition precedent to plat recordation.
 9. As a condition precedent to plat recordation, the Snyderville Basin Water Reclamation District shall have approved the utility plan and signed the subdivision plat.
 10. A note shall be added to the plat, as a condition precedent to plat recordation, stating that prior to individual building permit issuance a site specific visual analysis shall be conducted by the lot owner and presented to the Planning Department with the building permit plans to demonstrate that the house is in compliance with the Sensitive Lands Ordinance and with the specific height limitations identified on the plat for each lot, or as otherwise approved during the site specific visual analysis.
 11. The 3.7 acre parcel shall be dedicated to the City as open space for passive public recreation purposes, with easements for utilities, snow storage, landscaping, and trails, as a condition precedent to or concurrent with plat recordation. Irrigation and maintenance of any landscaping within this parcel shall be the responsibility of the Finnegan's Bluff lot owners.
 12. A note shall be added to the plat indicating that a landscape plan for each lot shall be submitted for review and approval by the Planning Department prior to issuance of building permits for individual lots. A water efficient landscape and irrigation plan that indicates snow storage areas and meets the defensible space

requirement is required prior to building permit issuance.

13. A note shall be added to the plat stating that only one single family house may be developed on each lot.
14. Driveway width is limited to 50% of the lot frontage on Saddle View Way or LMC widths, whichever is narrower.
15. All standard project conditions shall apply to this development.

Before any construction begins, a building
pad corner elevation study must be completed
for each lot to determine building height
restrictions on the building pad corners



Mountain View

View From Park City Golf Course - 4.12.05



City Council Staff Report



Planner: Ray Milliner
Subject: LOOKOUT @ DEER VALLEY
Date: October 6, 2005
Type of Item: Administrative

PLANNING DEPARTMENT

SUMMARY: Review the proposed record of survey application, conduct a public hearing and approve the application according to the findings of fact, conclusions of law and conditions of approval in the attached ordinance.

DESCRIPTION

Project Name:	Lookout @ Deer Valley MPD
Applicant:	Henry Sigg
Location:	6601 Royal Street West
Zone:	RD – Residential Development

BACKGROUND

On July 21, 2005 the applicant submitted a Record of Survey Plat amendment application for a 35 unit condominium project on a 44-acre parcel located off of Royal Street West near its intersection with Guardsman Connection. The parcel is situated between Royal Street and Highway 224 (the Mine Road). The applicant is seeking approval of a 35-unit condominium plat consisting of duplex and stand alone single-family units. The project received an MPD approval from the Planning Commission on July 27, 2005 and grading work for the roads and utilities has begun in earnest on the site.

The Planning Commission reviewed and approved the development agreement for the project on September 14, 2005. On September 28, 2005 this record of survey plat was reviewed by the Planning Commission who forwarded a positive recommendation to the City Council.

The purpose of a condominium record of survey plat is to identify private, limited common and common areas within the project. Recordation of a condominium record of survey enables the owner to sell individual condominium units. This record of survey plat identifies 35 residential units, and a clubhouse on site.

ANALYSIS

The project is located at 6601 Royal Street West, within the Park City limits. The property is zoned RD, Residential Development, and is subject to the Lookout at Deer Valley MPD. The proposed condominium locations are consistent with the zoning district and the MPD. The record of survey plat is for the entire project. Primary access to the project is from Royal Street West and Royal Street. The plat is consistent with the Lookout at Deer Valley MPD, in terms of size and location of the buildings, proposed uses, and required parking. This application meets the requisite subdivision

requirements of Title 15-7 of the Park City Municipal Code. All conditions of approval of the Lookout MPD approval continue to apply.

NOTICE

The property was posted and notice was mailed to property owners within 300 feet on August 31, 2005. Legal notice was also placed in the Park Record.

RECOMMENDATION

Review the proposed record of survey application, conduct a public hearing and approve the application according to the findings of fact, conclusions of law and conditions of approval in the attached ordinance.

EXHIBITS

A – Proposed Ordinance

B – Proposed Plat

AN ORDINANCE APPROVING AN RECORD OF SURVEY PLAT FOR THE LOOKOUT AT DEER VALLEY, LOCATED AT 6601 ROYAL STREET WEST PARK CITY, UTAH

WHEREAS, the owner of the property known as the Lookout At Deer Valley , 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 September 28, 2005 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 record of survey plat allows the property owner to create a 35 unit condominium project; 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 Medium (RD) zone.
2. The property is subject to the July 27, 2005 Lookout at Deer Valley MPD approval.
3. The plat is consistent with the Lookout at Deer Valley MPD, in terms of size and location of the building, proposed uses, and required parking.
4. The Lookout at Deer Valley MPD Development Agreement sets forth a maximum density of 35 units and a clubhouse building.
5. The Lookout at Deer Valley MPD consists of 35 residential units (22 duplex style units and 11 single family residence units) on a total of 44.22 acres.
6. The project provides approximately 40 acres of Open Space, approximately 82% of the site.
7. The location of the proposed structures is consistent with MPD site planning criteria. The buildings step horizontally and vertically with the existing topography.
8. No commercial uses are allowed on the site.
9. The condominium plat depicts on-site parking for all single family and duplex units that meets the two spaces per unit LMC requirements with a total of approximately 60 spaces provided.
10. To comply with street design standards that require safe sight distances and stopping zones, the applicant is proposing to move the entrance way 141 feet to the north from the location approved as part of the July 27, 2005 approval.
11. The modified driveway entrance will result in a retaining structure of up to 35 feet in height.

12. No public streets are vacated nor created with this plat. A private street is created to serve the units with access and egress.
13. The applicant stipulates to the conditions of approval. The Planning Commission reviewed and approved the development agreement for the project on September 14, 2005. On September 28, 2005 this record of survey plat was reviewed by the Planning Commission who forwarded a positive recommendation to the City Council.

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

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

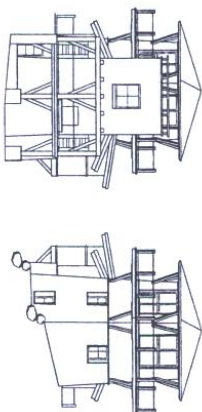
SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, as a condition subsequent to plat recordation.
2. The City Attorney will review and approve the final form of the Condominium Declaration and CCR's, as a condition subsequent to plat recordation.
3. The applicant will record the Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
4. All conditions of approval of the Lookout @ Deer Valley MPD continue to apply.
5. The Owner shall certify on the plat that the condominium project will be built substantially as shown.
6. A financial guarantee for 125% of the value of public improvements shall be submitted prior to plat recordation, in an amount approved by the City Engineer and in a form approved by the City Attorney. An inspection fee of 6% is also due prior to plat recordation.
7. Driveways to the condo units may be revised from those shown on the draft plans in order to achieve proper design. Revised driveway designs will be reviewed and, if acceptable, approved by the Planning Staff and City Engineer prior to plat recordation.

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

UNIT 'CL' - LOWER LEVEL
SCALE 1" = 16'

UNIT 'CL' - UPPER LEVEL
SCALE 1" = 10'



UNIT 'CL' FINISHED FLOOR ELEVATIONS			
UNIT NO.	GARAGE	LOWER LEVEL	UPPER LEVEL

RECORD OF SURVEY MAP
LOOKOUT AT DEER VALLEY

LOCATED IN THE NORTHEAST AND SOUTHWEST QUARTER OF
SECTION 21, & THE NORTHEAST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

SHEET 11 OF 11

11 30 11 133HS

**MCNEIL ENGINEERING
AND LAND SURVEYING**



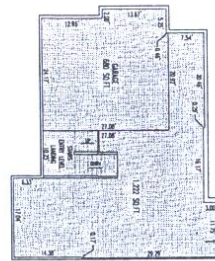
PROFESSIONAL CMA ENGINEERING & LAND SURVEYING SERVICES
ONE BRIDGE BLVD SUITE 200
ST. LOUIS, MO 63103
800.441.4411
www.cma-engineering.com

STATE OF OHIO, COUNTY OF SUMMIT, RECORDED AND FILED IN THE RECORDS OF

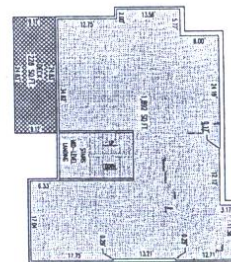
RECEIVED

SEP 9 9 2005

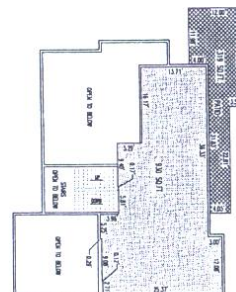
PARK CITY
PLANNING DEPT.



UNIT 'A' - LOWER LEVEL
SCALE 1" = 8'

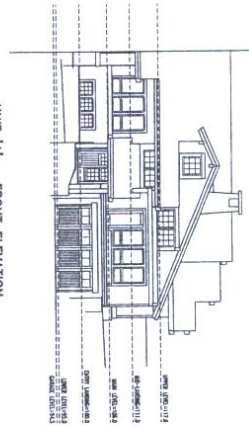


UNIT 'A' - MAIN LEVEL
SCALE 1" = 8'



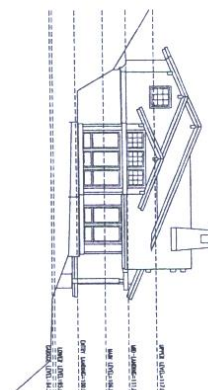
UNIT 'A' - UPPER LEVEL
SCALE 1" = 8'

LEGEND
 PRIVATE OWNERSHIP
 LIMITED OWNERSHIP
 COMMON AREA



UNIT 'A' - FRONT ELEVATION
SCALE 1" = 8'

UNIT NO.	CARAGE LEVEL	LOWER LANDING LEVEL	UPPER LANDING LEVEL	UPPER LEVEL
21	7948.0	7947.0	7948.0	7949.0
22	7948.0	7947.0	7948.0	7949.0
23	7948.0	7947.0	7948.0	7949.0
24	7948.0	7947.0	7948.0	7949.0
25	7948.0	7947.0	7948.0	7949.0
26	7948.0	7947.0	7948.0	7949.0
27	7948.0	7947.0	7948.0	7949.0
28	7948.0	7947.0	7948.0	7949.0
29	7948.0	7947.0	7948.0	7949.0
30	7948.0	7947.0	7948.0	7949.0
31	7948.0	7947.0	7948.0	7949.0
32	7948.0	7947.0	7948.0	7949.0
33	7948.0	7947.0	7948.0	7949.0
34	7948.0	7947.0	7948.0	7949.0
35	7948.0	7947.0	7948.0	7949.0
36	7948.0	7947.0	7948.0	7949.0



UNIT 'A' - SIDE ELEVATION
SCALE 1" = 8'

**RECORD OF SURVEY MAP
LOOKOUT AT DEER VALLEY**

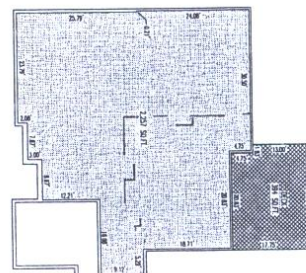
SECTION 11, T. 1 N., R. 1 E., S. 10 E.
 DEER VALLEY, ILL.
 SHEET 4 OF 11

**McNEIL ENGINEERING
AND LAND SURVEYING**
 PROFESSIONAL CONSULTING ENGINEERS
 1000 N. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304

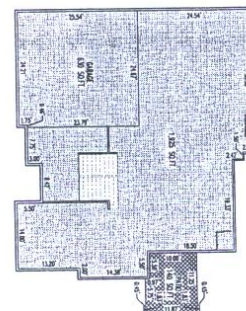


DATE OF PLAN, DRAWING OR SURVEY, RECORD AND FILE OF THE RECORD OF
 PROFESSIONAL CONSULTING ENGINEERING AND LAND SURVEYING
 1000 N. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304

SEP 19 2005
 PARK CITY
 PLANNING DEPT.



UNIT 'B' - LOWER LEVEL
SCALE: 1" = 10'

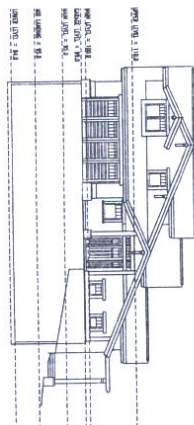


UNIT 'B' - MAIN LEVEL
SCALE: 1" = 10'

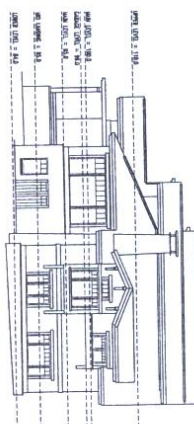


UNIT 'B' - UPPER LEVEL
SCALE: 1" = 10'

LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON AREA
 COMMON AREA



UNIT 'B' - SIDE ELEVATION
SCALE: 1" = 10'



UNIT 'B' - REAR ELEVATION
SCALE: 1" = 10'

UNIT 'B' FINISHED FLOOR ELEVATIONS									
UNIT NO.	UNIT TYPE	LANDING LEVEL	UNIT LEVEL	UNIT LEVEL	UNIT LEVEL	UNIT LEVEL	UNIT LEVEL	UNIT LEVEL	UNIT LEVEL
1	1	7953.0	7958.0	7964.0	7968.0	7972.0	7976.0	7980.0	7984.0
2	2	7953.0	7958.0	7964.0	7968.0	7972.0	7976.0	7980.0	7984.0
3	3	7953.0	7958.0	7964.0	7968.0	7972.0	7976.0	7980.0	7984.0
4	4	7953.0	7958.0	7964.0	7968.0	7972.0	7976.0	7980.0	7984.0
5	5	7953.0	7958.0	7964.0	7968.0	7972.0	7976.0	7980.0	7984.0
6	6	7953.0	7958.0	7964.0	7968.0	7972.0	7976.0	7980.0	7984.0
7	7	7953.0	7958.0	7964.0	7968.0	7972.0	7976.0	7980.0	7984.0
8	8	7953.0	7958.0	7964.0	7968.0	7972.0	7976.0	7980.0	7984.0
9	9	7953.0	7958.0	7964.0	7968.0	7972.0	7976.0	7980.0	7984.0
10	10	7953.0	7958.0	7964.0	7968.0	7972.0	7976.0	7980.0	7984.0

RECORD OF SURVEY MAP LOOKOUT AT DEER VALLEY

SECTION 21, & THE PORTLAND COUNTY OF SECTION 21
 TOWNSHIP 21, & THE PORTLAND COUNTY OF SECTION 21
 TOWNSHIP 21, & THE PORTLAND COUNTY OF SECTION 21
 TOWNSHIP 21, & THE PORTLAND COUNTY OF SECTION 21

DATE: 09/09/2005

SHEET 5 OF 11

**McNEIL ENGINEERING
 AND LAND SURVEYING**
 PROFESSIONAL ENGINEERING AND SURVEYING SERVICE
 1000 W. 10TH STREET, SUITE 100
 MINNEAPOLIS, MN 55408
 (612) 338-1111
 WWW.MCNEIL-ENGINEERING.COM



RECEIVED

SEP 09 2005

PARK CITY
 PLANNING DEPT.



UNIT "C" - REAR ELEVATION
SCALE 1" = 16'



LOCATED IN THE NORTHEAST AND SOUTHWEST QUARTER OF
SECTION 21, & THE NORTHEAST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

SHEET 6 OF 11

SALT LAKE BASE & WEEDING

11 40 9 1336

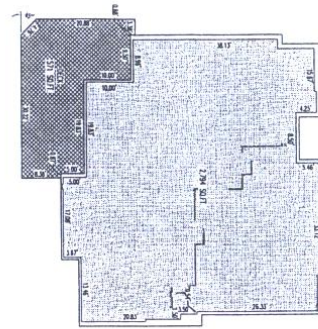
RECORDED /
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF

DATA

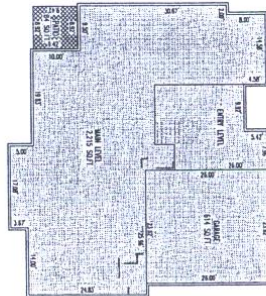
RECEIVED

SEP 09 2005

PARIS CITY



UNIT 'D' - LOWER LEVEL
SCALE 1" = 8'

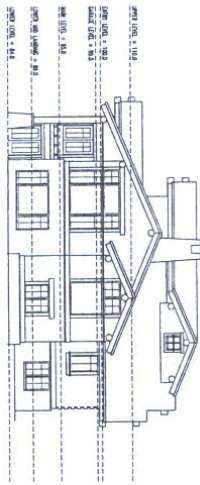


UNIT 'D' - MAIN LEVEL
SCALE 1" = 8'

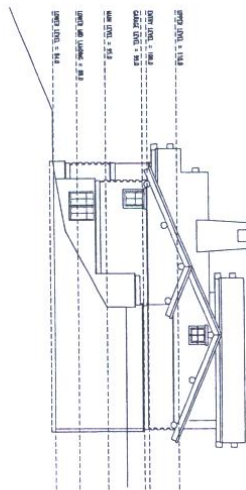


UNIT 'D' - UPPER LEVEL
SCALE 1" = 8'

LEGEND
 FINISHED FLOOR
 UNITS COMMON AREA
 COMMON AREA



UNIT 'D' - SIDE ELEVATION
SCALE 1" = 8'



UNIT 'D' - SIDE ELEVATION
SCALE 1" = 8'

UNIT NO.	LOWER LEVEL FINISHED FLOOR ELEVATION	MAIN LEVEL FINISHED FLOOR ELEVATION	UPPER LEVEL FINISHED FLOOR ELEVATION
7	7979.5	7984.5	7994.5
10	8005.5	8010.5	8021.5
16	7987.0	7992.0	8003.0
	81.0	85.0	110.0

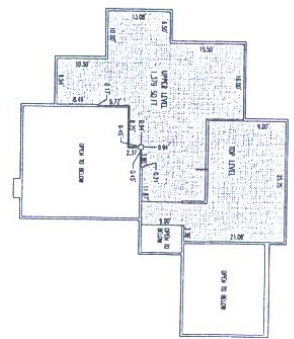
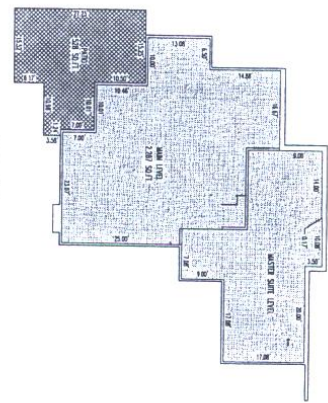
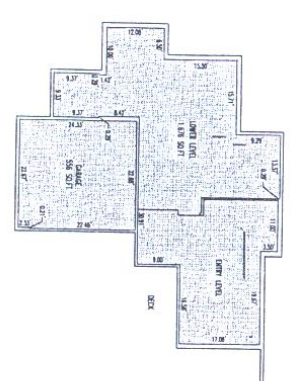
McNEIL ENGINEERING AND LAND SURVEYING
 PROFESSIONAL ENGINEERING AND SURVEYING
 1000 N. 10TH STREET, SUITE 100
 DENVER, CO 80202



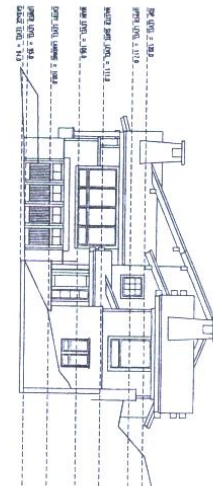
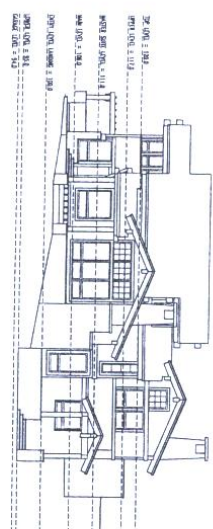
RECEIVED
 SEP 09 2005
 PARK CITY
 UT

RECORD OF SURVEY MAP
LOOKOUT AT DEER VALLEY
 LOCATED IN THE UNINCORPORATED TOWNSHIP OF DEER VALLEY
 SECTION 2, TOWNSHIP 2 NORTH, RANGE 4 WEST
 SHEET 7 OF 11

STATE OF UTAH, COUNTY OF GARFIELD, RECORDS AND FILES IN THE RECORDS OF
 THE
 CLERK



LEGEND
 Hatched Area: COMMON AREA
 Solid Area: UNIT AREA



UNIT 1' - FINISHED FLOOR ELEVATIONS

UNIT NO.	CORNER	LOWER LEVEL	ENTRY LEVEL	MAIN LEVEL	MASTER LEVEL	UPPER LEVEL
11	8002.0	8003.0	8004.0	8014.0	8019.0	8025.0
12	8002.0	8003.0	8004.0	8014.0	8019.0	8025.0
13	8002.0	8003.0	8004.0	8014.0	8019.0	8025.0
20	7915.5	7916.5	7921.5	7931.5	7932.5	7948.0
33	7919.0	7920.0	7925.0	7931.0	7932.0	7942.0
	94.0	95.0	100.0	106.0	111.0	117.0

McNEIL ENGINEERING AND LAND SURVEYING
 PROFESSIONAL CONSULTING ENGINEERS
 10000 N. 10TH AVE., SUITE 100
 DENVER, CO 80231
 (303) 751-1111
 WWW.MCNEIL-ENGINEERING.COM

RECORD OF SURVEY MAP
 LOOKOUT AT DEER VALLEY
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 WEST
 S&T LINE BUREAU & WETMORE
 SHEET 8 OF 11

RECEIVED
 SEP 09 2005
 PARK CITY

City Council Staff Report



Author: Kirsten Whetstone
Subject: The Spiro Condominiums-
Cottages "1" – "22"
Date: October 6, 2005
Type of Item: Record of Survey plat

PLANNING DEPARTMENT

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and approve The Spiro Condominiums Cottages "1" – "22" record of survey plat based on the findings of fact, conclusions of law, and conditions of approval outlined in the Ordinance.

DESCRIPTION

Project Name:	The Spiro Condominiums Cottages "1" – "22"
Applicant:	Rory Murphy for Paladin, LLC
Location:	1825 Three Kings Drive
Zoning:	Residential Development Medium Density (RDM) as part of the Spiro Tunnel MPD Master Planned Development (MPD)
Adjacent Land Uses:	Park City Mountain Resort, Condominiums, City Golf Course, single family residences

BACKGROUND

The subject property is a portion of the Spiro Tunnel Master Planned Development. The Spiro MPD property is located at 1825 Three Kings Drive and consists of a total of 19.96 acres. The property is subject to the Spiro Tunnel Annexation Agreement (August 12, 2004) and the Spiro Tunnel MPD Development Agreement (ratified by the Planning Commission on February 23, 2005).

A subdivision plat, known as the Silver Star Subdivision was approved by the City Council on March 31, 2005. The subdivision plat created 4 platted lots for the Spiro Tunnel MPD. The subdivision plat was recorded on June 10, 2005. On July 14, 2005, the City Council approved a record of survey plat for buildings A-F (38 residential units and 3 commercial spaces). The property subject to this record of survey plat amendment consists of Cottages 1 – 22 located on Lot 3 of the Silver Star subdivision.

The Spiro Tunnel MPD and conditional use permit set forth further conditions regarding the specific development of the Spiro Tunnel site. The Spiro Tunnel MPD was approved for 22 cottage units, 1 single family residence with guest house, 75 condominium units, as well as 14.5 commercial UEs of office and retail, and employee housing units.

The purpose of a condominium record of survey plat is to identify private, limited common and common areas within the project. Recordation of a condominium record of survey enables the owner to sell individual condominium units. This record of survey

plat identifies 22 residential units (8 individual units and 14 paired units) with associated driveways, garages, and common area.

On September 28, 2005, the Planning Commission conducted a public hearing and voted to forward to the City Council a positive recommendation to approve the proposed record of survey.

ANALYSIS

The project is located at 1825 Three Kings Drive within the Park City limits. The property is zoned RDM, Residential Medium Density and is subject to the Spiro Tunnel MPD. The proposed condominiums are substantially consistent with the approved MPD. Units C-1 and C-3 are indicated on the plat as separate units. These units were shown as connected units in the MPD. The record of survey plat is for Cottages C-1 to C-22, as the second phase of the Spiro Tunnel MPD. Primary access to these units is from a private drive, dedicated on the Silver Star Subdivision plat, which is accessed off of Three Kings Drive. This application meets the requisite requirements for a condominium record of survey plat, Title 15-7 of the Park City Municipal Code. All conditions of approval of the Spiro Tunnel MPD and Silver Star Subdivision plat approval continue to apply.

The condominium record of survey plat identifies private, common, and limited common areas for these 22 units (15 buildings). The units range in size from approximately 3,950 sf to 4,260 sf.

The units are proposed to be owner occupied or nightly rental. Nightly rental is an allowed use in the RDM zoning district. Each unit has two parking spaces within a private garage.

The remaining unit equivalents for the Spiro Tunnel MPD will be identified with subsequent plats. Prior to recordation, the plat and condominium declaration and CCR's will be reviewed as to form, by the City Engineer and City Attorney.

NOTICE

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

DEPARTMENT REVIEW

This project has been reviewed at the interdepartmental review meeting. The cul-de-sac location for the cottage units has shifted slightly and two of the units were separated, instead of being paired, to accommodate existing utilities and easements and to accommodate construction of the private street.

ALTERNATIVES

1. The City Council may approve the Spiro Condominiums Cottages 1 -22 condominium plat, based on the findings of fact, conclusions of law, and conditions of approval stated in the Ordinance; or
2. The City Council may move to deny the condominium plat and direct staff to

- make findings for this decision; or
3. The City Council may continue the discussion on this condominium plat to the next meeting.

SIGNIFICANT IMPACTS

The most significant fiscal impact resulting from this application is the ability of the owner to sell individual condominium units. There are no environmental impacts as a direct result of this condominium plat as the building can be physically constructed without this condominium plat, subject to building permit issuance.

RECOMMENDATION

The Planning Department recommends the City Council conduct a public hearing and approve The Spiro Condominiums Cottages "1"- "22" record of survey plat, based on the findings of fact, conclusions of law and conditions of approval as stated in the attached Ordinance.

Exhibits

Exhibit A – Record of Survey plat

**AN ORDINANCE APPROVING THE SPIRO CONDOMINIUMS COTTAGES “1”- “22”
RECORD OF SURVEY PLAT, LOCATED AT 1825 THREE KINGS DRIVE, PARK
CITY, UTAH.**

WHEREAS, the owner of lot 3 of the Silver Star Subdivision, located at 1825 Three Kings Drive, petitioned the City Council for approval of a condominium record of survey plat, and

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

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

WHEREAS, the Planning Commission held a public hearing on September 28, 2005, to receive input on the proposed condominium plat; and

WHEREAS, the Planning Commission, on September 28, 2005, forwarded a positive recommendation to the City Council; and

WHEREAS, on October 6, 2005, the City Council held a public hearing and approved the condominium record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the condominium record of survey plat, to allow individual units to be bought and sold.

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

SECTION 1. APPROVAL. The condominium record of survey plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

14. The property is located in the RDM zoning districts.
15. The property is subject to the 2004 Spiro Tunnel MPD Development Agreement.
16. The Spiro Tunnel MPD Development Agreement sets forth a maximum density of 97 unit equivalents (UE). This first phase condominium plat identified 38 residential units (36.75 residential UE) ranging in size from 1,418 to 2,537 square feet and three commercial condominium units. Total commercial unit equivalents within the first phase are 3.54 UE.
17. This record of survey plat identifies 22 residential units (8 individual units and 14 paired units), ranging in size from 3,948 sf to 4,343 sf, with associated driveways and garages.
18. The project lies within the Theriot Springs Water Source Protection Zone.

Conclusions of Law:

6. There is good cause for this Record of Survey.

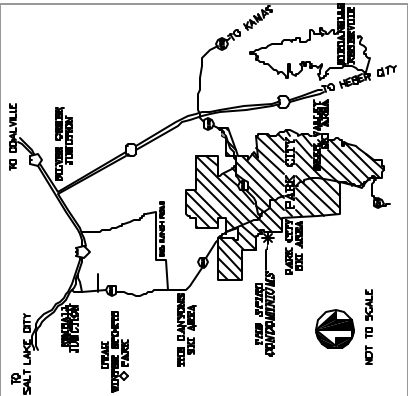
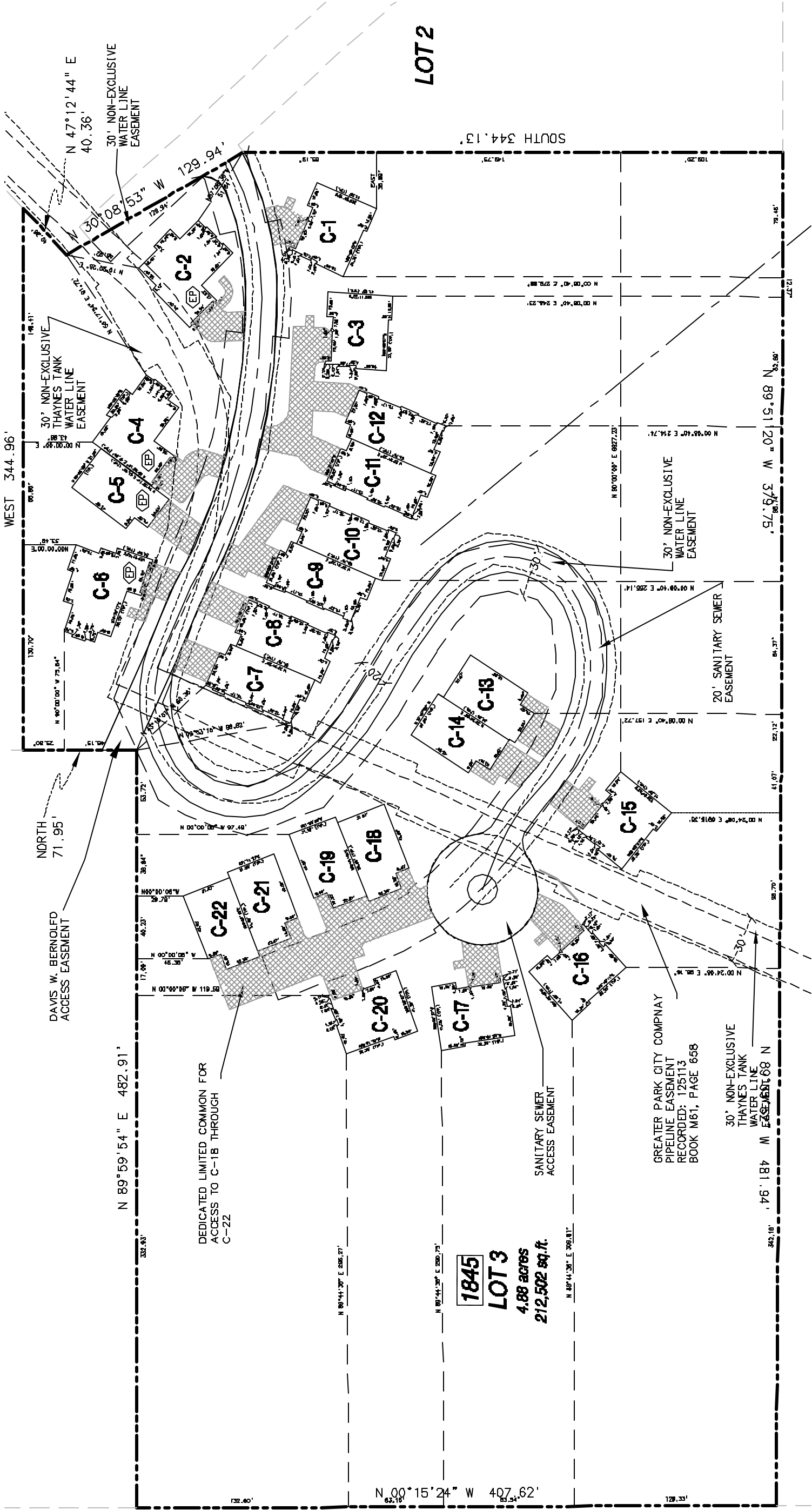
7. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
8. Neither the public nor any person will be materially injured by the proposed Record of Survey, as conditioned.
9. Approval of the Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
10. The proposed record of survey plat is consistent with the approved Spiro Tunnel MPD Development Agreement.

Conditions of Approval:

8. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, as a condition subsequent to plat recordation.
9. The City Attorney will review and approve the final form of the Condominium Declaration and CCRs, as a condition subsequent to plat recordation.
10. The applicant will record the Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the record of survey plat will be void.
11. All conditions of approval of the Spiro Tunnel MPD continue to apply.
12. All conditions of approval of the Silver Star subdivision plat continue to apply. All required notes regarding fire protection that are part of the Silver Star subdivision plat approval shall also be included on the record of survey plat, as a condition precedent to recordation. All easements, as shown on the subdivision plat, shall also be included on the record of survey plat for this lot.
13. The Owner shall certify on the plat that the condominium project will be built substantially as shown.
14. A financial guarantee for 125% of the value of public improvements shall be submitted prior to plat recordation, in an amount approved by the City Engineer and in a form approved by the City Attorney.

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

PASSED AND ADOPTED this 6th day of October, 2005.



CONDOMINIUM PLAT
THE SPIRO CONDOMINIUMS
COTTAGES "1"-"22"

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE PLATS & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 2 OF 15

ENTRY NO.	BOOK	PAGES
STATE OF		
COUNTY OF		
RECORDED AND FILED AT THE REQUEST OF:		
COUNTY RECORDER		

DATE: October 6, 2005
DEPARTMENT: Legal Department
AUTHOR: Cindy LoPiccolo, Legal Department
TITLE: **Appointment of 2005 Municipal General Election Judges**
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATION: Appointment of Election Judges for the Park City Municipal General Election, November 8, 2005.

DESCRIPTION: Pursuant to Utah Code Section 20A-5-602, City Council shall appoint three Election Judges and an alternate for each consolidated voting precincts no later than October 22, 2005. None of the recommended Judges are any candidate's parent, sibling, spouse, child, or in-law serving as an election judge in the voting precinct where the candidate resides. There are no changes in consolidated voting districts and polling locations from the prior election. Election Judge appointments are recommended as follows:

Consolidated District 1 (Marsac Building) Precinct # 1 Deer Valley Precinct # 2 Old Town S Precinct #32 Old Town N	Consolidated District 2 (Treasure Mountain International School) Precinct # 3 Prospector Precinct # 4 Thaynes Canyon Precinct #33 Sidewinder	Consolidated District 3 (McPolin Elementary) Precinct #5 Park Meadows S Precinct #6 Quarry Mountain Precinct #35 Park Meadows N Precinct #36 Ranch Road S
Carl Woolsey	Emily Elliott	Virginia Vallor
Betty Sue Elliott	Betty MacGregor	Ben Vallor
Ruth Gezelius	Susan Ruser	Carol Sletta
	Mary Wynne	Edna White
Election Judge Alternates: Mary Wintzer; Nanette H. Morgan; Donald J. Morgan		

Canvassing Judges and an alternate will be assigned from the appointed Judges.

Pursuant to Utah Code Section 20A-5-602(3), an election judge list will be available to the public in the City Attorney's Office, Marsac Municipal Building, 445 Marsac Avenue, Park City.

Election Judges will receive compensation for their services at a rate established by Summit County. Park City sincerely appreciates the Judges hard work and dedication on these election days.

City Council Staff Report



Author: Phyllis McDonough Robinson
Subject: Extension of Mountainlands
Community Housing Trust
Bridge Loan
Date: October 6, 2005
Type of Item: Legislative/Administrative

Budget, Debt and Grants

Summary Recommendations: Approve a 90-day extension for the bridge loan to Mountainlands Community Housing Trust originally approved December 31, 2004 until January 31, 2006.

Description:

Topic:

Request by Mountainlands Community Housing Trust for an extension of its existing construction bridge loan for The Line Condominiums located at 555 Deer Valley Drive

Background:

The City Council approved a bridge loan for the affordable housing project located at 555 Deer Valley Drive for \$100,000 at three percent interest on December 16, 2004. The loan originally was scheduled for repayment with interest by June 30, 2005. Council approved a subsequent 120-day extension of that note through October 30, 2005. Mountainlands Community Housing Trust has requested a second extension of that loan through January 31, 2006. A Promissory Note and a subordinate Deed of Trust on the property secure the loan.

Analysis:

The project consists of 22 units ranging in size from less than 600 square feet to 1200 square feet. There are 10 one-bedroom units, 10 two-bedroom units and the rehabilitation of two historic properties. Unit sizes range from 600 square feet to 1200 square feet. Planning Commission forwarded a positive recommendation on the condominium plat application on September 14 and City Council approved it on September 22, 2005.

Project Status

Attachment A is a report on the trials and tribulations of the project over the last 60 days. Progress in the past 30 days includes the building being "dried in" and the hiring of an experienced construction supervisor, Eddie Conover. While Mr. Conover will be the construction supervisor for Hughes Construction during the high school expansion, staff notes that MCHT has not engaged Hughes Construction for the completion of this project. Mr. Loomis indicates that the anticipated completion date is December 15,

2005. Based upon construction progress reports staff believes this to be optimistic and is requesting the loan extension through the end of January to allow for unanticipated construction issues.

Pricing of Units

At this time, the unit prices remain at an average cost of \$154 per square foot. The sales prices range from \$83,800 to \$163,500. The prices for the largest units are comparable to the current sales prices at Silver Meadows. The units are deed restricted for owner-occupancy except in limited circumstances, and the appreciation is capped annually at 3%. All 22 units have grants from private foundations for \$3000-\$5000 which lowers the final purchase price.

At this time, MCHT is not certain as to the total costs of the delays and problems and what impact it will have upon the price of the units. MCHT indicated in the attached report that it is their hope *“not to increase the estimated price. Some savings have been realized to offset additional costs, but the total impact will not be determined for at least a couple of weeks.”* Should MCHT increase unit prices, the project remains bound by the Land Management Code definition of affordable housing requiring dwelling units for rent or for sale be in a price range affordable to families in the low- to moderate-income range. MCHT has not been able to provide the City with updated cost projections to date. Staff hopes to provide Council with an update of these costs within the month.

Zions Bank is the first lien holder for the construction. Zions extended their construction loan commitment through January 31, 2006. Staff recommends approval of Park City Municipal's loan extension as requested.

Department Review:

Budget, Debt and Grants, Finance and Legal have reviewed this staff report.

Alternatives:

Approve the Request:

Council could approve the loan extension through January 31, 2006. This would allow MCHT to complete the project and finalize the sale of the units.

Modify the Request:

Council could modify the terms of the request and/or require accumulate interest to be paid and monthly interest payments for the term of the loan extension. Total accumulated interest to date is approximately \$2,250. Monthly interest payments due at the time of repayment are approximately \$250.00. Requiring payments could have a negative impact on organizational cash flow. Council could also require as a condition of the loan extension that MCHT not increase unit prices more than 5% from the August 2005 projections. This could cause MCHT not to accept the loan extension and require MCHT to find another financing source. This could adversely affect completion of the project.

Deny the Request:

Council could deny the request and require the loan to be paid in full on October 30, 2005. This would require Mountainlands to find another financing source and would adversely affect the completion of the project.

Continue the Item:

Council could continue the item and direct Staff to return with additional information.

Significant Impacts:

There are no anticipated significant negative impacts in approving the loan extension. The accumulated interest offsets the loss of earnings in the Housing CIP.

Consequences of not taking the recommended action:

This would require MCHT to find another financing source to continue the project. This may delay further the project completion and may increase the housing cost to the buyers.

Recommendation:

Staff recommends that the City Council approve a second extension until January 31, 2005 to Mountainlands Community Housing Trust.

Attachments: Report from Scott Loomis, Executive Director, Mountainlands Community Housing Trust.

ATTACHMENT A

THE LINE CONDOMINIUMS UPDATE

TO: MAYOR AND COUNCIL
PARK CITY MUNICIPAL CORPORATION

FROM: SCOTT LOOMIS
MOUNTAINLANDS COMMUNITY HOUSING TRUST

DATE: SEPTEMBER 26, 2005

CC: TOM BAKALY, PHYLISS ROBINSON

We wanted to provide a brief update of the status of The Line Condominiums construction progress. A staff report will be presented to you on October 6th with a request to extend the loan. I will be returning from a conference in San Francisco later that day. A representative of Mountainlands will be at the meeting, but if you have any specific questions after reading this report, please contact me before the end of this week.

Unfortunately additional delays continue to plague this project. At the time of my last report at the end of July we had extensive meetings with our construction supervisor concerning costs and a construction schedules. We met with all of the subcontractors to get them to commit to the schedule which anticipated a mid October completion. Shortly after those meetings, our construction supervisor quit the project to take on more lucrative ventures. We were able to obtain the temporary services of Kent Butler, a retired city inspector, for a few weeks to deal with some construction issues, but with all construction companies going at full capacity it was difficult to find a qualified person to complete the project. We were very fortunate to obtain Eddie Conover of Hughes Construction who will manage the \$25,000,000 high school renovation when it begins.

Eddie has been on site full time since the beginning of September and much has been accomplished. When the previous schedule was abandoned, we lost our plumbing contractor who advised us he only had a small window to complete the project. He also lost two-thirds of his crews to competitors. We are still looking for a plumbing contractor who has the time to complete the project at a reasonable price. Presently, the lack of a plumber is not causing delays, but it will if one is not contracted to finish the project in the next two weeks. In addition to the plumbing situation, the stairs have been redesigned by the architects and are being re-bid.

The buildings are presently "dried in" and siding will be started next week. Presently the completion date is December 15th although we can't commit to this date until a few matters are resolved. Obviously these delays and problems will impact

pricing of the units, but at this time we are not certain as to the total costs. It is our hope to not increase the last estimated price. Some savings have been realized to offset additional costs, but the total impact will not be determined for at least a couple of weeks.

Zions Bank has extended its loan until January 31, 2006. Although it is our hope to have the project finished by year end, it is requested that PCMC extend its loan until January 31st as well.

City Council Staff Report



Author: Colin Hilton
Subject: Utah Power & Light General Service Contract
for the Park City Ice Arena &
Sports Complex
Date: October 6, 2005
Type of Item: Award of Contract

*Economic Development &
Capital Projects*

Summary Recommendation – Staff recommends City Council approval to authorize the City Manager to execute a Utah Power & Light General Service Contract in a form approved by the Legal department for the Park City Ice Arena and Sports Complex.

Description:

Topic: Service contract with Utah Power & Light

Background:

Electric service is critical for the functioning of the new Ice Arena and Fields Complex.

The Project Team for the Sports Complex has worked with Utah Power to determine the electrical loads and service needs.

The attached Service Contract allows Utah Power and Light to install and supply the necessary electrical infrastructure necessary to supply the requested service needs of the facility.

Analysis

Park City Municipal Corporation is allowed to utilize the attached service contract in lieu of paying an up-front infrastructure cost of the main electrical service lines and transformers.

The Contract takes estimates on our anticipated annual electrical usage costs and applies a formula to recover capital infrastructure costs from the operating billing charges (20% of the monthly billings).

The Contract outlines the following payment language:

“Contract Minimum Billing. Customer agrees to pay a Contract Minimum Billing during the first 60 months beginning from the date the Company is ready to supply service. The billing shall be the greater of: (1) the **total of the schedule billings** for the year; or, (2) **\$16,275.00** plus eighty percent (80%) of the **total schedule billings for the year**. Billings will be based on Rate Schedule No. **006** and superseding schedules. The

Company will adjust the minimum charges if additional customers connect to the Improvements.”

Currently, staff estimates electric power consumption at an annual cost of \$85,000. This was based on comparisons to similar sized Ice Arenas and is currently budgeted accordingly in the Council approved FY’06 and FY’07 Quinn’s Operating Budget. Utah Power and Light would use the above formula to determine the final annual commitment for Park City’s billing. Staff currently has an approved operating budget that would cover the determined cost. To illustrate how this formula would apply, below are three scenarios that highlight the committed minimum billings:

Scenario #1:

Annual Operating Budget = \$85,000

If actual annual costs = \$85,000 then, the greater of (1) total billings = \$85,000 or (2) $\$16,275 + (.80)(85,000) = \$84,275$

Contract Minimum billing = \$85,000

Scenario #2:

Annual Operating Budget = \$85,000

If actual annual costs = \$65,000 then, the greater of (1) total billings = \$65,000 or (2) $\$16,275 + (.80)(65,000) = \$68,275$

Contract Minimum billing = \$68,275

Scenario #3:

Annual Operating Budget = \$85,000

If actual annual costs = \$95,000 then, the greater of (1) total billings = \$95,000 or (2) $\$16,275 + (.80)(95,000) = \$92,275$

Contract Minimum billing = \$95,000 & Stacey would need to balance with reductions in other operating line items

The contract puts a commitment to follow this fee calculation for 5 years. Following that, the billings would be based strictly on monthly usage.

In summary, this contract keeps PCMC from having to pay up front infrastructure costs as long as there is a 5 year commitment to consumption services and/or repayment of the capital infrastructure costs.

Department Input & Review: This report (WILL HAVE) has input/comments/review from the following departments: Economic Development & Capital Projects, Legal Department, Budget Manager, Finance Manager, City Engineer, Special Events & Facilities Manager, Park City Sports Complex General Manager, and City Manager’s Office.

Alternatives:

- Approve the proposed Contract (Staff Recommendation)
- Request Modifications to the proposed Contract
- Deny the Contract

- Continue the Item.

Significant Impacts / Consequences of not taking the recommended actions:

A delayed action would negatively impact the project schedule.

Staff Recommendation: Staff recommends City Council approval to authorize the City Manager to execute a Utah Power & Light General Service Contract in a form approved by the Legal department for the Park City Ice Arena and Sports Complex.

Attachment #1 - UP&L Service Contract

(UT 11/01)
Service ID #: 696482890
C/C: 11416

Contract #:
Request #: 02632590

**UTAH POWER & LIGHT COMPANY
GENERAL SERVICE CONTRACT
(1000 KW OR LESS)**

This Contract, dated  is between **PACIFICORP, dba Utah Power & Light Company** (the "Company") and **Park City Municipal Corporation** ("Customer") for electric service for Customer's **Recreation Complex**, at or near **3365 E. Highway 248 / Park City, Utah**.

The Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Public Service Commission of Utah, as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. Delivery of Power. Company will provide **277/480** volt, **three-phase** electric service to the Customer facilities.

2. Contract Demand. The specified Demand in kW that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, which shall be **950 kW** (diversified, based on Customer's submitted load prior to the signing of this Agreement) unless otherwise agreed in writing in accordance with the terms of this Agreement. Within fifteen (15) days of the written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.

3. Extension Costs. The Company has agreed to fund a portion of the cost of the improvements (the "Improvements") related to the extension (the "Extension Allowance") as per tariff, and Customer agrees to pay all construction costs in excess of the Extension Allowance ("Customer Paid Costs"), in accordance with the selected option below. (**Initial** selected option on the blank space at the beginning of the option and pay the advance given in that option.)

_____ **Refund Option.** The Customer Paid Portion is **\$ 0.00**, and Customer remains eligible for **\$ 0.00** in refunds. Company will refund part of the Customer Paid Portion if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund 25% of the Refundable Customer Paid Portion allocable to the **shared** Improvements for each of the first three additional customers. The Company will try to inform Customer when a refund is due; **however, Customer is responsible for requesting a refund.**

_____ **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250** and **waives Customers' right to refunds should additional customers connect to this Improvements**. Accordingly, Customer's net Customer Paid Portion is **\$ 0.00**.

4. **Contract Minimum Billing.** Customer agrees to pay a Contract Minimum Billing during the first **60 months** beginning from the date the Company is ready to supply service. The billing shall be the greater of: (1) the **total of the schedule billing for the year**; or, (2) **\$ 16,275.00** plus eighty percent (80%) of the **total schedule billings for the year**. Billings will be based on Rate Schedule No. **006** and superseding schedules. The Company will adjust the minimum charges if additional customers connect to the Improvements

5. **Term.** This Contract becomes effective when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the remaining Contract Minimum Billing for the remainder of the five-year term.

6. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. PacifiCorp reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. PacifiCorp shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund PacifiCorp determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

7. **Customer Obligations.** Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands, and
- b) Prepare the route to Company's specifications, and
- c) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. **Effective.** This Contract will expire unless you:

- a) Sign and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract, and
- b) Are ready to receive service within 150 days of the above Contract date.

9. **Special Provisions:**

10. **Furnishing Information.** Upon the Company's request, Customer shall submit its year-end financial statements to the Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as the Company may reasonably request from time to time in furtherance

UT<1,000kWVersion 1

of the purposes of this Agreement. Such information shall be deemed confidential. The Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.

11. Design, Construction, Ownership and Operation. The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for any action arising out of its activities relating to the Improvements or the Company's electric utility facilities shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of either the Company or Customer.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

12. Governing Law; Venue. All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Utah Public Service Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

13. Assignment. The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Regulations, the applicable Electric Service Schedule, and (ii) until such successor is bound by this Contract and assume the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable

UT<1,000kWVersion 1

Electric Service Regulations and the applicable Electric Service Schedule.

14. Remedies; Waiver. Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

15. Attorneys' Fees. If any suit or action arising out of or related to this Contract brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

16. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLE WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, THE ELECTRIC SERVICE SCHEDULE, THE ELECTRIC SERVICE REGULATIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

17. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supercedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

PARK CITY MUNICIPAL CORPORATION

By X _____
signature
X _____ X _____
NAME (type or print legibly) TITLE
X _____
DATE

UTAH POWER & LIGHT COMPANY

By _____
signature
Scott Rhees / New Conn. Manager
NAME (type or print legibly) TITLE

Mailing Address for Executed Contract-

PO Box 1480
Address

Park City, UT 84060
City, State, Zip

UT<1,000kW Version 1

City Council Staff Report



CITY
ENGINEER

Author: Eric DeHaan, City Engineer
Subject: Approval of a Service Provider/
Professional Services Agreement with
Stantec Consulting Inc., for Design and
Construction Management Services Related
to the Reconstruction of Prospect Street
in an Amount not to exceed \$163,250.00
Date: October 06, 2005
Type of Item: Administrative

Summary Recommendations:

The Council should approve the attached Service Provider/Professional Services Agreement with Stantec Consulting Inc., for services related to the Reconstruction of Prospect Street in an amount of \$163,250.00, and in a final form approved by the City Attorney.

Description:

Topic:

In accordance with the Old Town Improvement Study, Park City has been steadily improving the infrastructure in the historic part of Park City. Prospect Street is funded for 2006 construction. The design contract with Stantec will trigger surveys, research, design work, and (in 2006) construction management for this 1,000-foot-long piece of Park City history which has severely deteriorated.

Background:

With the successful completion of the reconstruction of Upper Park Avenue, the formula for accomplishing work on the important historic streets has been validated. This contract is for design and construction management, allowing the construction work to be competitively bid in the early spring. It is hoped that contractors will be less busy in the spring than at present and a responsive general contractor can be hired.

A panel of five individuals reviewed four separate proposals for engineering services for Prospect Street. Our panel included Kathy Dunks from the Water Department, David Actor from Snyderville Basin Water Reclamation District (SBWRD), the City Engineer, and Prospect Street residents and property owners Bill Hummer and Phil Hughes.

The evaluation panel unanimously agreed that Stantec was the best qualified firm that had best addressed the required scope of services. The panel deemed it to be very important, however, that our contract with Stantec specify the individuals assigned to the Prospect Street design and constructing management work so we can take full

advantage of their previous Park City experience. The scope of services attached to the contract and made a part thereof accomplishes this.

Stantec's cost estimate for their services was \$163,250.00 compared to \$120,000.00 for Evergreen Engineering, \$220,000.00 for Sunrise Engineering, and \$120,245.00 for Psomas, Inc. Park City's purchasing policy allows the Council to contract with a professional services provider who is determined to be the best qualified even if they are not the cheapest, as long as efforts are made to make sure costs are reasonable. Stantec's estimate of \$163,250.00 is 13.6% of the project budget of \$1.2 million.

Analysis:

A contract of this magnitude must receive City Council approval. By approving the contract at the October 6th meeting the City and Stantec can continue our data collection efforts and our coordination with the neighborhood residents during the fall and winter. Moreover, bidding the project in early spring for construction in the summer of 2006 will likely result in construction bids that are as competitive as possible given the rapidly-escalating costs to contractors for cement, diesel, asphalt, and gasoline.

The Council has appropriated \$1.2 million for the Prospect Street reconstruction in expenditure category 31-43429-7319-000-484. The design phase of the project will include coordination with Qwest and Utah Power about the installation of conduits for the possible future relocation of overhead utility lines, but this project (like Woodside) will not actually relocate the utilities underground. Unlike, Upper Park Avenue, funds are not budgeted for the City's 50% share of utility undergrounding costs. The project will also include the formalization (pavement, parking stall delineations) of the Prospect Ridge trailhead, but at the request of the neighbors we do not plan to place trailhead signage on Prospect Street or install a restroom. Some sidewalk improvements are planned at the bottom of Prospect to make the Hillside/Marsac intersection more pedestrian-friendly and to take advantage of the newly-narrowed intersection of Prospect and Hillside. The entire water system on Prospect Street, including pipes, valves, and fire hydrants, will be replaced with materials from this century.

In addition to City expenditures on the project, the sewer district and Questar Gas are anticipating significant upgrades to their facilities. SBWRD has indicated a willingness to hire Stantec for engineering services related to sewer facilities, thus insuring strong coordination with the City's storm drains, water facilities, curb and gutter, pavement, and utility conduit design and construction. Provision of parking will also be key, with a goal of "No Net Loss of Parking" being part of our design paradigm.

Department Review:

This report has been reviewed by the City Manager, City Engineer, Public Works, Budget and Grants, Capital Project Management, and Trails.

Alternatives:

- **Approve the Request:**

By approving the Stantec contract the Council will keep the Prospect Street project on track, thereby directly contributing to the fulfillment of Council goals involving historic preservation, and good management.

- **Deny the Request:**

This action would save money in the short term and would stop the Prospect Street improvements.

- **Continue the Item:**

If the Council requires more information the contract can be continued, but this action is not recommended by staff.

Significant Impacts:

Approval of this professional services contract will signal the Council's commitment to spending the budgeted \$1.2 million on improving Prospect Street, one of the more historic elements in all of Park City.

Consequences of not taking the recommended action:

Not entering into a design contract soon would jeopardize the 2006 construction of Prospect Street.

Recommendation:

The Council should approve the attached Service Provider/Professional Services Agreement with Stantec Consulting Inc., for services related to the Reconstruction of Prospect Street in an amount not to exceed \$163,250.00, and in a final form approved by the City Attorney.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 6th day of October, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (City), and Stantec Consulting, Inc., a Utah corporation (Service Provider).

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the Project). The total fee for the Project shall not exceed **\$163,250.00** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on **November 15, 2006** or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all extra work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as Exhibit B, or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective 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 Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Automobile Liability insurance with limits no less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on 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.
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with

any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

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

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

**EXHIBIT "A" TO THE AGREEMENT
SCOPE OF ENGINEERING SERVICES
for
PARK CITY MUNICIPAL CORPORATION
RECONSTRUCT PROSPECT STREET**

PROJECT YEAR 2005-2006

PROJECT DESCRIPTION

The Reconstruct Prospect Street Project includes planning, design, and construction services for improvements within Prospect Street from Hillside Drive to SR-224. Proposed improvements generally consist of the upgrade of existing water main (pipe size as determined by PCMC), the installation of new copper water services to existing meters (where existing services are determined to require replacement), the replacement of existing water meters (where relocation is required due to conflicts or determined by PCMC), the replacement of fire hydrants, the installation of a storm drainage system, the installation of roll gutter along both sides of Prospect Street, the replacement of dry utilities, the installation of dry utility conduits for future use, the replacement of the pavement section, and the installation of a trailhead parking area.

Sanitary sewer replacement, upgrade, and installation will be included with design and construction services to be contracted separately through the Snyderville Basin Reclamation District (SBWRD).

The work will be publicly bid by PCMC.

PROJECT SCHEDULE

We anticipate planning and public meetings be held through the end of 2005, final construction plans be prepared January 2006 through March 2006, and public bidding be held in March 2006. Construction would start by mid April 2006. We anticipate a construction period of 90 to 150 days (depending on the extent of sanitary sewer construction required).

KEY PERSONNEL

STANTEC commits the services of Roger McClain and Steve Yorgason as the project manager and field engineer (inspector), respectively, for the anticipated project design and construction period. The services of additional personnel will be provided on an as-needed basis.

PHASE ONE – PLANNING PHASE

The following Tasks further describe the services to be provided.

TASK 1A – SURVEY OF EXISTING CONDITIONS

- Obtain existing aerial mapping and utility record information.
- Prepare a mapping survey of the proposed alignment including existing topography, monument & control system, surface features, existing utilities and invert elevations. When survey conditions permit, Stantec will utilize GPS survey equipment.
- Perform a field reconnaissance including photography of existing conditions.
- Prepare a base map of the survey.

TASK 1B – PREPARE CONCEPTUAL PLANS

STANTEC will prepare concept sketch plans for use at initial planning, City Council and neighborhood meetings. The plans will identify proposed improvements, roadway sections, alternatives, and special considerations. Plans for presentations will be prepared in color for clarity. A final project scope (Design Basis Report) and concept plan will be prepared incorporating issues identified in the Planning Phase Tasks and Park City's previous Master Planning work. The report will outline design criteria such as storm drain sizing, conduit requirements, and any special design, construction or scheduling considerations.

Based on our previous experience in the Old Town area, key planning and design issues that our Project Team will incorporate into the conceptual design are:

- Integrate resident issues with realistic solutions based on the cost considerations of design and construction
- Recognize impacts to adjacent neighborhoods and prepare a plan to address these concerns
- Establish project schedule and milestones compatible with budget and neighborhood needs and considerations
- Seasonal and weather limitations on project schedule
- Recognize historical features (retaining walls, etc.) and design to them without impacting the feature

TASK 1C – DRY UTILITIES

STANTEC will coordinate with utility agencies to evaluate each system and design needs for the improvements and the potential undergrounding of existing overhead utility lines in the project area. The Team will meet with local and/or regional representatives of Utah Power, Questar, Qwest, and Comcast to obtain current existing system mapping and review planned utility upgrades. A feasibility report will be prepared addressing needs and associated project cost impacts.

TASK 1D – NEIGHBORHOOD MEETINGS

STANTEC will arrange and conduct neighborhood meetings to outline the proposed project. STANTEC will address resident concerns (i.e., construction hours, noise, dust, parking, encroachments, protection of property, interruption of services, schedule) that we have observed on other projects and identify a plan addressing these issues. Resident issues will be recorded and incorporated into the concept design evaluation.

We will be available for presentations to the Planning Commission, City Council, or neighborhood meetings as requested.

PHASE TWO – DESIGN & CONSTRUCTION PHASE

The STANTEC project team will complete design and construction work in accordance with the client's expectations defined in Phase One. STANTEC will make certain that the PCMC staff is involved in the design process, has adequate time to conduct reviews and is encouraged to offer input on the design. One of the goals of the design is to prepare plans and specifications that clearly define the project. Plans must be clear to potential bidders to encourage bids and reduce change orders.

The assigned STANTEC personnel will review the work to verify that the contractor is conducting his work in accordance with the contract documents, and will also consider the needs and impacts on the residents. STANTEC personnel will reinforce these requirements with the contractor. Critical expectations will be highlighted during the pre-bid, pre-construction, and project status meetings.

The following Tasks further describe the services to be provided.

TASK 2A – IMPLEMENT PHASE 1 FINDINGS

- The STANTEC Project Team will review the Design Basis Report and develop a work plan to incorporate the requirements and considerations into the design and construction process.

TASK 2B – PREPARE BIDDING PACKAGE

- STANTEC will prepare construction drawings identifying existing conditions, improvements and utilities and reflect proposed improvements.
 - Viable alternatives will be identified and evaluated.
 - For clarity of pertinent information, a horizontal drawing scale of 1" = 10' (the same as Park City Reconstruction Project drawings).
 - Stantec will coordinate with the utility agencies to incorporate their design into the construction drawing package.
 - Existing rights-of-way and easements will be shown on the plans and conflicts will be identified and addressed. If needed, new easements will be prepared.
 - Several interim design review submittals and meetings with appropriate Park City staff and utility agencies will be scheduled. Preliminary construction costs for proposed improvements and alternatives will be prepared and compared to budgets. Technical specifications consistent with Park City's standards will be prepared. Contract documents will be prepared.
- The Project Team will incorporate into the final design:
 - Special considerations related to the water line replacement such as:
 - maintenance of water service during construction
 - problems associated with the connection of new water services to old piping;
 - fire protection during construction (critical in Old Town)
 - Special considerations related to the storm drainage such as:
 - drainage issues during roadway removal
 - separation issues (water/storm drain to prevent freezing)
 - Special considerations related to roadway design and construction such as:
 - challenges associated with matching existing adjacent improvements with a visually acceptable gutter line and grade
 - challenges associated with matching existing intersections with unconventional slopes and alignments
 - effort required to minimizing changes to existing road grade

- address paving schedule to minimize impact on neighborhood
- identification of historical features and special protection requirements
- Incorporate conceptual design aspects of the Reconstruct Prospect Street - Planning Phase Report into the project design.
- Attend meetings with PCMC staff and neighborhood council to establish requirements and considerations for the required improvements.
- Prepare final construction drawings based on survey information gathered during the Planning Phase.
- Provide design base sheets to utility agencies, incorporate utility routings and trench requirements provided by utility agencies, and incorporate utility design details;
- Include City Lighting system layout within the improvement area;
- Prepare bidding and contract documents, including a separate bidding schedule for PCMC.
- Prepare a quantity estimate and opinion of construction costs.
- The Park City City Engineer will determine the pavement section design and storm drain line sizing.

TASK 2C – BIDDING ASSISTANCE

- Schedule and prepare bid notices to comply with public bidding requirements.
- Pre-Bid meetings will be scheduled and conducted, bid documents prepared, Contractor inquiries addressed, and bids opened.
- Evaluate the bids, prepare bid summaries and make recommendations to Park City.

TASK 2D - CONSTRUCTION SERVICES

- Conduct a pre-construction conference. Arrange a schedule of progress meetings and other job conferences as required by the Contract. Provide contract administration. Issue all instructions to the Contractor, as requested by the City; issue necessary instructions and clarifications of the Contract Documents; have authority as City's Representative to require special inspection or testing of the Work. Verify monthly or final application for payments by the Contractor.
- Preparation of change orders and the evaluation of claims by the City or Contractor relating to the work is included in the Scope of Work but is not included in the estimate of costs. Costs for preparing, evaluating and negotiating change orders will be addressed on a case by case basis, with approval to be issued by the City Engineer prior to the performance of the work.
- Provide construction staking for the project. including conduit alignment & stubs. Staking will be provided on a one-time basis. Re-staking costs will be assessed to PCMC, but by contract, the Contractor will be responsible for the costs.
- Coordinate final layout of the proposed gutter with existing site conditions. Make horizontal and vertical modifications to the gutter design as necessary.
- Coordinate construction with utility agencies.
- Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. Prepare daily field reports and monthly construction progress reports and submit to PCMC.
- The Project Team will implement during construction:
 - "Neighborhood Bulletins" during construction to keep residents informed of project schedule and significant events;
 - Provide a "Point of Contact" in the field and at our office for resident complaints, coordination issues and issue response;
 - Maintain resident access to homes through construction areas and ensure their safety;

- Coordination with resident special needs and resident construction activities;
 - Coordination of ancillary issues such as garbage collection in construction areas;
 - Perform field adjustments to gutter alignment and elevations to best match existing adjacent improvements and provide a visually acceptable gutter line and grade;
- After a construction contract is awarded, we anticipate that a follow-up informative neighborhood meeting may be required to address construction issues and familiarize the residents with the Contractor and the schedule. STANTEC will coordinate this effort.

TASK 2E – PROJECT CLOSEOUT

STANTEC recognizes the future importance to the City of accurate and complete record drawings. A field survey of improvements will be performed, and the Contractor and Field Engineer's information will be incorporated. Punch-lists, a final walk-through, contract closeout and final payment preparation and recommendations will be performed. STANTEC's field representatives will keep the contractor informed of punch-list items throughout the project construction to minimize the list of items at closeout

- Conduct, in company of the City, a substantial completion and a final walk-through and prepare a list of items to be completed or corrected. Verify that items on the lists have been completed or corrected, and make recommendations to the City concerning acceptance and final payment to the Contractor.
- Prepare mylar "record drawings". Provide survey locations for new water valves, meters, storm drain boxes and inverts, and buried dry utility stubs. Provide one 24"x 36" set and one half-sized set to PCMC and one set of dry utility record drawings for each utility agency.

SERVICES NOT INCLUDED

Services not a part of this scope of services are:

- Geotechnical testing and reports.
- Preparation of easement descriptions for utilities.

V:\52863\PROSPECT\SCOPE-FNL

**EXHIBIT "B" TO THE AGREEMENT
SCOPE OF ENGINEERING SERVICES
for
PARK CITY MUNICIPAL CORPORATION
RECONSTRUCT PROSPECT STREET**

PROJECT YEAR 2005-2006

KEY PERSONNEL HOURLY BILLING RATES

The hourly billing rates for Phase 1 will be in effect through December 31, 2005. Phase 2 hourly rates will be in effect beginning January 1, 2006 and remain throughout the remainder of the project. Hourly billing rates for key personnel, assigned to the project, are tabulated below. Rates for personnel not listed will reviewed with the City prior to the work assignment.

Hourly Billing Rates for Anticipated Key Personnel

Project Team		Hourly Rates	
Position	Personnel	Phase 1	Phase 2
Principal	Bob Elder	\$124.00	\$131.00
Project Manager	Roger McClain	\$124.00	\$131.00
Landscape Architect Engineer	Alan Weaver	\$76.00	\$79.00
	Steve Yorgason	\$86.00	\$89.00
Designer	Scott Williams	\$64.00	\$67.00
Drafter	Arturo Acosta	\$64.00	\$67.00
Field Engineer	Steve Yorgason		\$89.00
Sr. Surveyor	Evan Wood	\$104.00	\$109.00
Std. Survey Crew	2 person	\$115.00	\$115.00
Word Processor	Sherry Brugman	\$59.00	\$61.00

Project specific charges such as project specific printing of deliverables, bid advertising, field equipment, and vehicle mileage will be charged as incurred as a reimbursable. Project specific reimbursables will be charged with a 10% markup.

The total estimated Fee Range required to perform the project engineering services, based on the anticipated scope of services, approximated number of personnel hours, related costs, and the personnel billing rates listed above, is as follows:

Phase 1 – Planning	\$18,600 - \$22,250
Phase 2 - Design and Construction	\$105,600 - \$141,000
Total	\$124,200 - \$163,250

City Council Staff Report



Author: Kathy Dunks
Subject: PARK MEADOWS WELL WATER
TREATMENT
Date: October 6, 2005
Type of Item: Administrative

PUBLIC WORKS

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed \$158,900.

Background:

The Park Meadows Replacement Well has shown evidence of groundwater under direct influence of surface water conditions (GWUDI). Attempts to disinfect and improve the development of the well have improved water quality in the well, but have not eliminated the apparent influence of surface water. Once a source is determined to be GWUDI, conventional surface water treatment or an approved equivalent (as specified in Utah Administrative Code R309-530) is required to be installed within 18 months, or the source must be abandoned as a source of drinking water and physically disconnected from the drinking water system. PCMC removed the well from service following the first failed attempt to disinfect the well. The well has been out-of-service since early 2003 and will not be used until the water is treated.

The Park Meadows well water has very low turbidity – typically less than 0.1 NTU. Based on the low turbidity, simple, low capital cost, disposable filtration processes can be effective. Therefore, two systems for this application were pilot tested this spring. One of the systems stood out as being effective, so a request for proposal (RFP) was advertised for the system design and subsequently three consulting engineer firms submitted proposals. Two of the firms, Montgomery Watson Harza and Bowen, Collins, and Associates, submitted proposals based on filtration technology, and the third firm, Carollo Engineers, submitted a proposal recommending Park City Municipal Corporation use UV disinfection technology in lieu of filtration. The advertised RFP did not preclude the use of UV disinfection and also states that Park City reserves the right to change the nature or scope of the project without penalty.

Carollo estimated that the use of the UV technology could save PCMC around \$500,000 compared to the bids for filtration technology. Staff then began investigating this alternative with the State Division of Drinking Water (DDW) and Carollo. A letter of

good faith approving the pursuance of UV disinfection was required from DDW. Carollo assisted City staff in working with DDW to get the letter. Through meetings, emails, and discussions, Kevin Brown, Executive Secretary for DDW, provided a letter documenting that UV disinfection could be allowed through filtration avoidance regulations. Carollo has been paid for their services in assisting getting this letter. Council is now being asked to approve the contract with Carollo for working again with DDW on a Bilateral Compliance Agreement (required to proceed with design), design services and construction management for a UV disinfection system.

Analysis:

UV disinfection has been recommended for its technological advantages for disinfection as well as operational and cost advantages over the disposable filtration.

- The UV reactor is the size of an inline valve, which is slightly larger in diameter than the pipe, and requires little maintenance.
- UV is commonly used as a disinfection step after filtration in water and waste water treatment applications. The difference in this application is that filtration will not be required. Water quality and watershed protection criteria are required to be met under filtration avoidance criteria defined in DDW rules. The location, low turbidity and low counts of bacteria make Park Meadows well a candidate for this application.
- UV can provide superior public safety. With disposable membranes, the bacteria are retained inside the membrane unit until the membrane is replaced. If individual filters break, there is potential for the bacteria to pass through the distribution system. UV disinfection provides continuous inactivation of Giardia and Cryptosporidium.
- UV will take less time to implement since an entire new treatment facility building is not required.

UV offers the advantages listed above. It operates ideally when the turbidity of the water is below 10 NTU. However, when using the UV for the application Park City is proposing, DDW requires that the turbidity remain below 0.3 NTU 95% of the time. According to the disposable filtration pilot tests, the turbidity of Park Meadows well water remains below 0.2 NTU 99% of the time. The possibility does exist that the turbidity or other water quality parameter of the well water could change over time. A major change in the water quality could render UV as insufficient under the state rules. However, the possibility of the water quality changing is unlikely without some major interruption in the aquifer occurring. Therefore, staff feels that the risk of the water quality changing over time is worth pursuing the UV disinfection.

Additionally, the draft of the new federal regulations allows UV disinfection as an alternate treatment for GWUDI. The regulations are currently scheduled to be released the end of this year. Under the draft regulations, filtration avoidance is not an issue. However, pursuing UV through filtration avoidance allows the process to begin without waiting for new regulations to be released. Staff feels time is of the essence to get treatment online as it is critical to get the well in service by next irrigation season.

The UV reactor will fit within the existing Park Meadows well building which accounts for a lot of the capital savings over disposable filtration. A new building would be required for the disposable filtration system, and initial estimates were for a 35' x 40' building. However, a small building on the order of 15' x 15' may still be required for chemical storage even with the UV system housed within the Park Meadows well building. An evaluation will be performed at the beginning of the design to determine whether the existing well buildings can house the required chemical storage (chemical storage is required for disposable filtration and UV disinfection).

Carollo is a national firm that has been working with USEPA on the new USEPA UV Disinfection Guidance Manual, they have been working with the City and DDW staff on pursuing UV technology for the Park Meadows well application, they have a good relationship with DDW staff, and they have more experience with the design of UV disinfection facilities in the State of Utah than other consultants. City staff recommends Carollo as the design consultant for the Park Meadows well project due to all of these factors. Being that this is a unique project, City staff recommends going with the experts.

The following breaks down the not-to-exceed cost for Carollo's services for the estimated \$390,000 construction project:

Task	Cost	% of Construction
Design	\$61,350	15.7% (9% - 16% standard)
Construction Management	\$32,760	8.4% (8% - 10% standard)
Post-Construction Services (Operator training, start-up)	\$11,700	N/A (no set standard)
Regulatory Coordination & Approval	\$26,000	N/A (no set standard)
Travel & Subsistence	\$3,000	N/A (no set standard)
Subtotal	\$134,810	
Alternate Services of Permitting & Design of Chemical building, if found to be necessary (estimated construction cost ~ \$56,000)		
• Design (includes geotechnical work)	\$9,250	16.5%
• Permitting (CUP meetings, landscaping, exhibit preparation, building permits, etc)	\$9,020	16.1%
• Construction Inspection	\$5,820	10.4%
Total	\$24,090	
Total Contract	\$158,900	

The following table lists the costs for the two consultants that provided costs for the disposable membrane system (estimated construction cost of ~\$900,000):

Consultant	Cost
------------	------

Montgomery Watson Harza	\$146,611
Bowen, Collins & Associates	\$115,107

Other than being totally different treatment systems, differences in scope between a UV system and disposable membranes include:

- Regulatory coordination still required to be performed for using UV disinfection (Bilateral Compliance Agreement), which is not required for the more conventional disposable filtration system;
- Procurement of the UV system (establishing specifications, bidding, evaluating bids); the disposable membrane system had been selected already, so no further specifying or bidding was required;
- Post-construction services. Training and startup may be more intense with the UV since our operators have not used it before.

Staff believes it is critical to get the well in service by next year's irrigation season. Increasing demands on the system are making it difficult to ensure adequate water supplies are available during peak usage. Peak usage occurs in the summer during irrigation season.

Department Review:

This report has been reviewed by the Water Department, Public Works, Legal Department, and the City Manager.

Alternatives:

Approve the Request: Based on the advantages of UV disinfection discussed above and Carollo's expertise, Staff recommends Council authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed \$158,900.

Deny the Request: Council could deny Staff's request. Design and construction of the treatment facility would be delayed which would prevent the use of the well next summer.

Continue the Item: Council could continue the item. Continuance would impact the potential schedule of the design and construction of the treatment facility.

Do Nothing: Staff does not recommend this alternative.

Recommendation:

Based on the advantages of UV disinfection discussed above and Carollo's expertise, Staff recommends Council authorize the City Manager to execute an agreement, in a

form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed \$158,900.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 6th day of October, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (ACity@), and Carollo Engineers, P.C., a Utah corporation (AService Provider@).

WITNESSETH:

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

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

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

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

1. **SCOPE OF SERVICES.**

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the AScope of Services@ attached hereto as AExhibit A@ and incorporated herein (the AProject@). The total fee for the Project shall not exceed **One Hundred Fifty Eight Thousand Nine Hundred Dollars (\$158,900).**

2. **TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on **July 31, 2006** or earlier, unless extended by mutual written agreement of the Parties.

3. **COMPENSATION AND METHOD OF PAYMENT.**

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all Aextra@ work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as AExhibit B,@ or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider=s defective 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 Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider=s limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Automobile Liability insurance with limits no less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on 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.
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to

comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

**PARK CITY MUNICIPAL CORPORATION
PARK MEADOWS WELL
SCOPE OF WORK
WELL TREATMENT SYSTEM DESIGN**

GENERAL

The Park Meadows Well has been classified as under the direct influence of surface water by the State of Utah Division of Drinking Water (DDW). Park City Municipal Corporation desires the design and construction of a treatment system that will allow the well to resume use as a drinking water source for the City. Initial coordination with the State DDW has been conducted to obtain preliminary approval of UV disinfection as the main treatment technology for *Giardia* and *Cryptosporidium* inactivation at the well site. Design and construction of a chlorine solution storage and feed facility will also be included in the project.

SCOPE OF WORK

Task 1.0 - Regulatory Coordination and Approval

- 1.1 The Engineer will coordinate with the City and the Utah DDW to obtain approval for the project.

Task 2.0 - Preparation of Contract Documents

- 2.1 Permit Coordination. The Engineer will coordinate with the Park City Planning Department and City Engineer to obtain necessary permits for the construction of the treatment facility. It is anticipated that the UV system will be housed in the existing Park Meadows Well building, and the chlorine storage and feed equipment will be housed in the Park Meadows building or the Divide Well building.
- 2.2 Preparation of Procurement Documents. The Engineer will prepare documents for the procurement of the UV disinfection system and evaluate bids for compliance with the procurement documents.
- 2.3 Drawings and Specifications. The Engineer will perform necessary engineering work required for the preparation of plans, specifications, and contract documents for the facilities identified below:
 - 2.3.1 UV Disinfection System. The Engineer will design a UV disinfection system with UV reactor, controls and cleaning system. The UV system is to be housed

within the existing Park Meadows Well building. The design will include mechanical modifications to the piping within the building to accommodate the reactor.

- 2.3.2 Chlorine Solution Storage and Feed System. The Engineer will design a chlorine solution feed system with storage accommodations, feed equipment, and appurtenances. The chlorine system will be designed to feed chlorine solution to both the Park Meadows Well and the Divide Well.
- 2.3.3 The Engineer will evaluate the existing electrical supply to the Park Meadows Well building and design any necessary modifications to the system to provide a suitable power supply to the treatment system.
- 2.3.4 Monitoring and Control Systems. The Engineer will design monitoring and control systems including turbidimeter, Cl_2 residual monitoring SCADA interface, and shut down / bypass provisions.
- 2.4 Progress Submittals. The Engineer will submit progress plans at 50 and 90 percent completion, and specifications at 90 percent completion for City review. The Engineer will meet with the City to review the City's comments related to the progress submittal.
- 2.5 Cost Estimate. The Engineer will prepare estimates of construction cost at the 50 percent and final design stages of the project.
- 2.6 Project Meetings. It is anticipated that the Engineer will participate in 5 project meetings with the City to coordinate details of the facility design and permitting.

Task 3.0 - Bidding Services

- 3.1 Contractor Prequalification
 - 3.1.1 Prequalification Package. The Engineer will prepare a package to request information from interested general contractors that will allow their evaluation for qualification to bid on the project. The package will outline the requirements for prequalification and indicate criteria for evaluating the general contractors' qualifications.
 - 3.1.2 Evaluate Prequalification Packages. The Engineer will evaluate the completed prequalification packages received from the interested general contractors and make recommendations to the City concerning each contractor's qualifications for the project.

- 3.1.3 Prequalified Contractor List. The Engineer will provide a list of all prequalified general contractors.
- 3.2 Bid Period Meetings. The Engineer will participate in a pre-bid meeting with the prequalified general contractors to outline the project and answer questions.
- 3.3 Respond to questions and issue clarifications / addenda as necessary.
- 3.4 Evaluate Bids. The Engineer will evaluate bids received from general contractors to verify that the requirements set forth in the Contract Documents are met and determine the apparent low bidder.

Task 4.0 - Services During Construction

- 4.1 Pre-construction Meeting. The Engineer will conduct a pre-construction meeting to review the project requirements, schedule and procedures.
- 4.2 Submittal Review. The Engineer will review all submittals for compliance with the
- 4.3 Process RFI, Change Orders, and Pay Requests. The Engineer will review and respond to Requests for Information from the Contractor, evaluate and respond to change order requests, and review pay requests for acceptability under the provisions of the Contract Documents.
- 4.4 Construction Inspection. The City will provide day-to-day inspection of the construction activities. The Engineer will perform periodic inspection of the construction activities to verify acceptability of work according to the requirements included in the Contract Documents.

Task 5.0 - Post Construction Service

- 5.1 Start-up Assistance. The Engineer will coordinate with the equipment supplier on the validation of the UV equipment, oversee equipment start-up for the facility, and verify that equipment performance is acceptable.
- 5.2 Operator Training. The Engineer will coordinate the training of Park City staff on the operation of facility equipment.
- 5.3 Record Drawings. The Engineer will prepare record drawings for the project and provide five half-size hard copy sets and one electronic copy (.pdf or .dwf format) on CD of the project drawings to the City.
- 5.4 Operations and Maintenance Manual. The Engineer will prepare a facility operations and maintenance manual containing operations instructions, troubleshooting

procedures, preventative maintenance schedules and procedures, equipment provider contacts, and recommended service providers for project equipment. Three copies of the Facility O&M Manual will be submitted to the City in hard copy format, and one electronic copy will be provided in .pdf format.

Optional Services

- Building for Cl₂ including permitting for new building.
- Coordination with State / Federal agencies and production of reports, EAs, etc., as may be required by the use of Federal Grant money/SRF loan money, etc.
- Geotechnical/surveying for new building

Park City Municipal Corporation
Park Meadows Well
Well Treatment System Design

HOUR AND FEE ESTIMATE

Task Description	PIC/PM	Assistant PM	Project Engineer	Structural Engineer	Electrical Engineer	I&C Engineer	Technical Advisor 1	Technical Advisor 2	Inspector	Designer	Word Processing	Total Hours	Total Fee
Task 1 - Regulatory Coordination and Approval													
	24	40	32				40	24	24	0	0	160	\$26,000
Subtotal	24	40	32				40	24	24	0	0	160	\$26,000
Task 2 - Preparation of Contract Documents													
Permit Coordination	4	8	20									32	\$4,068
Preparation of Procurement Documents	4	4	24				6	2				42	\$5,733
Drawings and Specifications													
Mechanical	2	4	30				2			40	16	94	\$8,505
Electrical	5	4	2		80		2			60	16	164	\$17,640
Instrumentation	5	4	4				40	2		60	16	126	\$11,223
Progress Submittals	2	4	4							12		22	\$2,115
Cost Estimate	2	2	12									14	\$1,701
Project Meetings	2	8	12									22	\$2,763
Subtotal	14	38	108		80		40	14	2	172	48	516	\$53,700
Task 3 - Bidding Services													
Contractor Prequalification													
Prequalification Package	2	4	16									22	\$2,763
Evaluate Prequalification Packages	2	4	4									10	\$1,305
Prequalified Contractor List	2	2	2									6	\$819
Meetings													
Respond to questions/issue clarifications	2	4	4									8	\$972
Evaluate Bids	2	2	2									6	\$819
Subtotal	8	20	32		0		0	0	0	0	0	60	\$7,650
Task 4 - Services During Construction													
Pre-construction Meeting	2	4	4									10	\$1,450
Submittal Review													
Process RFI	8	24	16		16		8	4				76	\$11,260
Process Change Orders	2	4	16									16	\$2,160
Process Pay Requests	2	4	16									22	\$3,070
Construction Inspection	4	4	16						100			20	\$2,700
												112	\$12,120
Subtotal	4	24	84		16		8	4	100	0	0	256	\$32,760
Task 5 - Post Construction Services													
Start-up Assistance	4	4	16									20	\$2,430
Operator Training													
Record Drawings & O&M Manual												8	\$972
										30		82	\$8,343
Subtotal	0	16	64		0		0	0	0	30	0	110	\$11,700
Project Subtotal	50	138	320		96		62	30	100	202	48	1102	\$131,800
OTHER DIRECT COSTS													\$3,000
Travel and Subsistence													\$3,000
Subtotal ODCs													\$3,000
TOTAL ESTIMATED FEE													\$134,800
Optional Services													
Permitting and Design of Chlorine Building												0	\$0
Geotechnical Evaluation												0	\$0
Conditional Use Permit	2	4	4									10	\$1,450
Drawings and Specifications	2	4	16		24					24		76	\$9,020
Construction Inspection	2	4	8		4				40	40	16	94	\$6,294
												56	\$5,620
Subtotal	8	28	52		4		0	0	40	64	16	236	\$22,600
OTHER DIRECT COSTS													\$1,500
Geotechnical Evaluation													\$1,500
Subtotal ODCs													\$24,100
TOTAL ESTIMATED FEE OPTIONAL SERVICES													\$24,100