

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 2, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 2, 2008.

Closed Session – lunch will be served

12:00 p.m. Property and litigation

Work Session

2:45 p.m.	Council questions and comments	
3:00 p.m.	Results of Library community needs survey	P. 4 - 26
3:30 p.m.	Historic building inventory amendments	P. 27 - 35
4:15 p.m.	Summit County Solid Waste Master Plan	P. 36 - 42

Ribbon-cutting

4:45 p.m. Dog Park opening – Quinns Junction

Regular Meeting

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 MEETINGS OF SEPTEMBER 11, 2008
AND SEPTEMBER 18, 2008**

P. 43 - 65

V CONSENT AGENDA (*Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under “Additional Discussion – Agenda Items”*)

1. Consideration of approval to execute an application for financial assistance to the Utah State Board of Water Resources

P. 66 - 70

2. Consideration of approval of a five year advertising agreement with Swire Coca Cola USA for product exclusivity at Park City Ice Arena and Sports Complex, in a form approved by the City Attorney

P. 71 - 77

3. Consideration of a construction contract to DRD Paving LLC for Round Valley Way and The Cove Trailheads in the amount of \$121,816, in a form approved by the City Attorney

P. 78 - 97

4. Consideration to authorize to execute Change Order #1 to the Construction Contract for the Prospector Drain Biocell, in a form approved by the City Attorney's Office, to Counterpoint Construction Company, Inc., in the amount of \$86,383

P. 98 - 101

VI NEW BUSINESS (*New items with presentations and/or anticipated detailed discussions*)

1. Consideration of an Ordinance approving the Ivers/Baer Subdivision combining Lots 12, 16-18 of Block 52 , Lots 6-9 Block 60 of the Park City Survey, and Lot One of the Ivers Replat, with adjacent remnant parcels into three lots of record, located at 154 McHenry Avenue, Park City, Utah P. 102 - 116

- (a) Public hearing
- (b) Action

2. Consideration of an Ordinance approving the Marsac Avenue Affordable Housing Subdivision located at 100 Marsac Avenue, Park City, Utah P. 117 - 135

- (a) Public hearing
- (b) Action

3. Consideration of Professional Services Agreement, in a form approved by the City Attorney, with Ward Engineering Group for the design and construction management of Hillside Avenue in the amount of \$168,220 P. 136 - 149

4. Consideration of Professional Services Agreement, in a form approved by the City Attorney, with Carolla Engineers for the design of the Park City Surface Water Treatment Plant in the amount of \$795,000 P. 150 - 171

VII OLD BUSINESS (*Continued public hearings*)

Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT)

- (a) Continuation of public hearing and verbal update on draft agreements
- (b) Motion to continue to October 16, 2008

VIII ADDITIONAL DISCUSSION – AGENDA ITEMS

IX 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. 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.

Posted: 09/29/08

See: www.parkcity.org

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

October 2008

- 2 See agenda
- 9 **Dana gone**
- 16 MOU City Services Agreement – Sundance Film Festival 2009 - work
SR248 update - KC
Resolution - Trails Master Plan – walkability – JW
Professional Services Agreement, in a form approved by the City Attorney, with
Stantec Consulting Inc. for the design of the Park City Water Infrastructure Phase
1 Project for an amount of \$xxx,xxx"
Award of contract - Bonanza Drive design
Amendment to Historical Society lease
Amendment to Boys and Girls Club lease
Reimbursement resolution – water revenue bonds
- 23 **No meeting**
- 30 LMC amendments – KW
830 Empire Avenue plat amendment – JD
2300 Meadows Drive subdivision plat
544 Deer Valley Loop Road condo conversion – JM/JD

November 2008

- 6
- 13 Street closure policy - work
Quarterly Status Report - work
- 14 *Management Team quarterly meeting (tentative)*
- 20
- 27 **Thanksgiving**

December 2008

- 4
- 11 Acceptance of audit
- 18
- 25 **Holidays**

Pending Items:

Park City Foundation update – work
Economic development grant update - work
Snow removal ordinance
Water supply and demand
Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing
Guidelines and Standards for Park City, Utah
Carrying capacity/market analysis survey
Wild land interface issues

City Council Staff Report

Author: Linda Tillson, Library Director
Subject: LIBRARY'S COMMUNITY SURVEY
RESULTS
Date: October 2nd, 2008
Type of Item: Informational



RECREATION LIBRARY

Summary Recommendations:

No recommendation is being made. Report is informational only.

Description:

Topic:

Library's Community Survey Results

Background:

The 2004 expansion of the Library is projected to meet space needs until approximately 2011. With this date in mind the Library Board formed the Library Facility Needs Committee (LFNC) in May 2007 to begin studying facility needs. As a first step the LFNC agreed that gaining an understanding of community attitudes, interests, priorities, and support for library services would be essential for planning. The group also agreed that it would be best to achieve this through a statistically valid survey. ETC Institute was the firm selected through a competitive process to conduct a survey for the library. The findings of the community's library needs survey are attached. Ron Vine with ETC Institute will provide an overview of the survey results and answer questions about the survey process and findings.

Analysis:

The survey provides information which will be useful for facility needs assessment and strategic planning.

Some of the major findings include:

- Eighty nine percent of the households surveyed used the library or its services during the past year. Sixty percent used it at least once a month.
- Checking out hard copy (not electronic) books continues to be the primary reason that the majority of the respondent's use the library.
- The most important service provided by the library by a wide margin is providing books for adults, children, and teens.
- Eighty three percent of the households have a library card for the Park City Library.
- Eighty five percent of the respondents were very satisfied with the courteousness of staff and eighty percent were very satisfied with the

- knowledge of staff.
- The most important services for a new or expanded library to provide include leisure/recreational reading, research/reference/class assignments, ability to request items from other libraries and a quiet place to work or study.
- Ninety five percent of the respondents rated the importance of the library to the future of the Park City community as either extremely important (70%) or somewhat important (25%).

Staff plans to form a team composed of Library and Sustainability team staff members to further analyze the survey findings and other library statistical measures in order to make recommendations regarding library facility needs.

Department Review:

City Manager, Sustainability, and Recreation Library Team

Alternatives:

A. Approve the Request:

There is no request at this time as the presentation is for informational purposes only.

B. Deny the Request:

C. Continue the Item:

D. Do Nothing:

Significant Impacts: The Community Survey results will be a component in the development of an updated Long Range Plan for the Park City Library. The citizen survey results will also help staff, the Library Board and City Council to make informed decisions related to library facility development, improvements and programming needs.

Consequences of not taking the recommended action:

No action is required as the presentation is for informational purposes only.

Community Attitude and Interest Survey

Executive Summary of Citizen Survey Results

Overview of the Methodology

The Park City Library conducted a Community Attitude and Interest Survey during the spring of 2008 to establish priorities for the future improvement of library facilities, programs and services. The survey was designed to obtain statistically valid results from households throughout Park City. The survey was administered by mail.

Leisure Vision worked extensively with Park City Library officials in the development of the survey questionnaire. This work allowed the survey to be tailored to issues of strategic importance to effectively plan the future system.

In May 2008, surveys were mailed to a random sample of 2,000 households in Park City. Approximately three days after the surveys were mailed, each household that received a survey also received an electronic voice message encouraging them to complete the survey.

The goal was to obtain a total of at least 400 completed surveys. This goal was accomplished with a total of 432 surveys having been completed. The results of the random sample of 432 households have a 95% level of confidence with a precision of at least $\pm 4.7\%$.

The following pages summarize major survey findings:

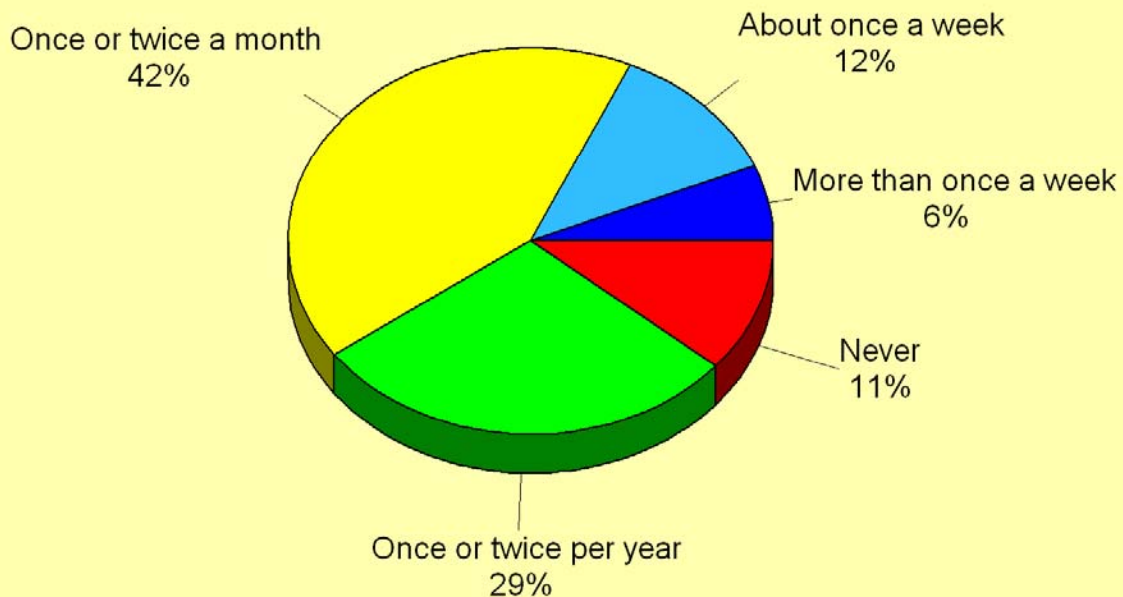
How Often Respondent Households Used the Library or Library Services in the Past Year

Respondents were asked to indicate how often they or members of their household used Park City Library or its services in the past year. The following summarizes key findings:

- **Sixty percent (60%) of respondent households used the Park City Library or its services at least once a month in the past year.** Eighteen percent (18%) of respondents used the Library or its services at least once a week in the past year. It should also be noted that 89% of respondent households used the Library or its services in the past year.

Q2. How Often Respondent Households Used the Park City Library or its Services in the Past Year

by percentage of respondents

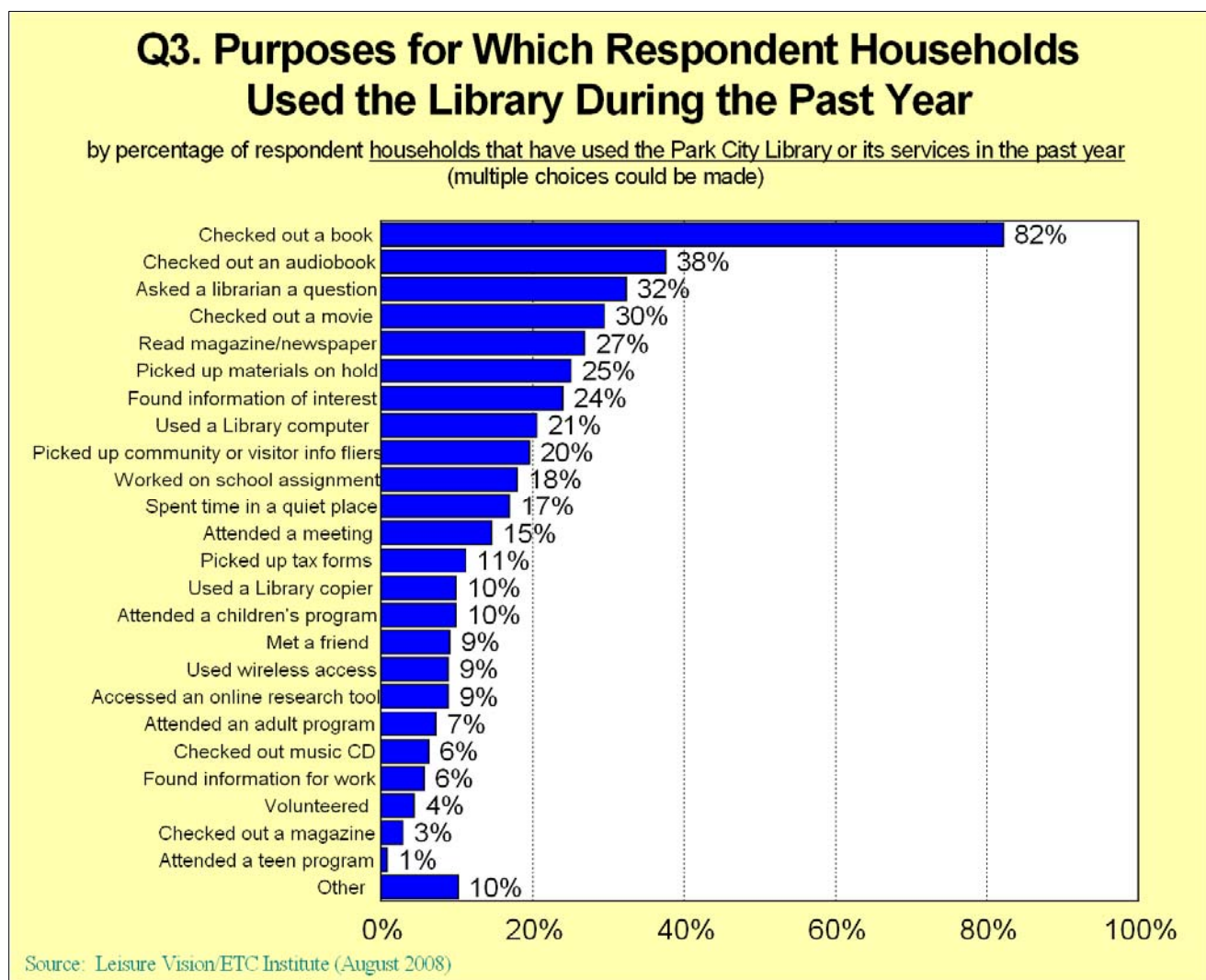


Source: Leisure Vision/ETC Institute (August 2008)

Purposes for Which Respondent Households Used the Library in the Past Year

Respondent households that used the Park City Library or its services in the past year were asked to indicate all the purposes for which they or members of their household used the Library. The following summarizes key findings:

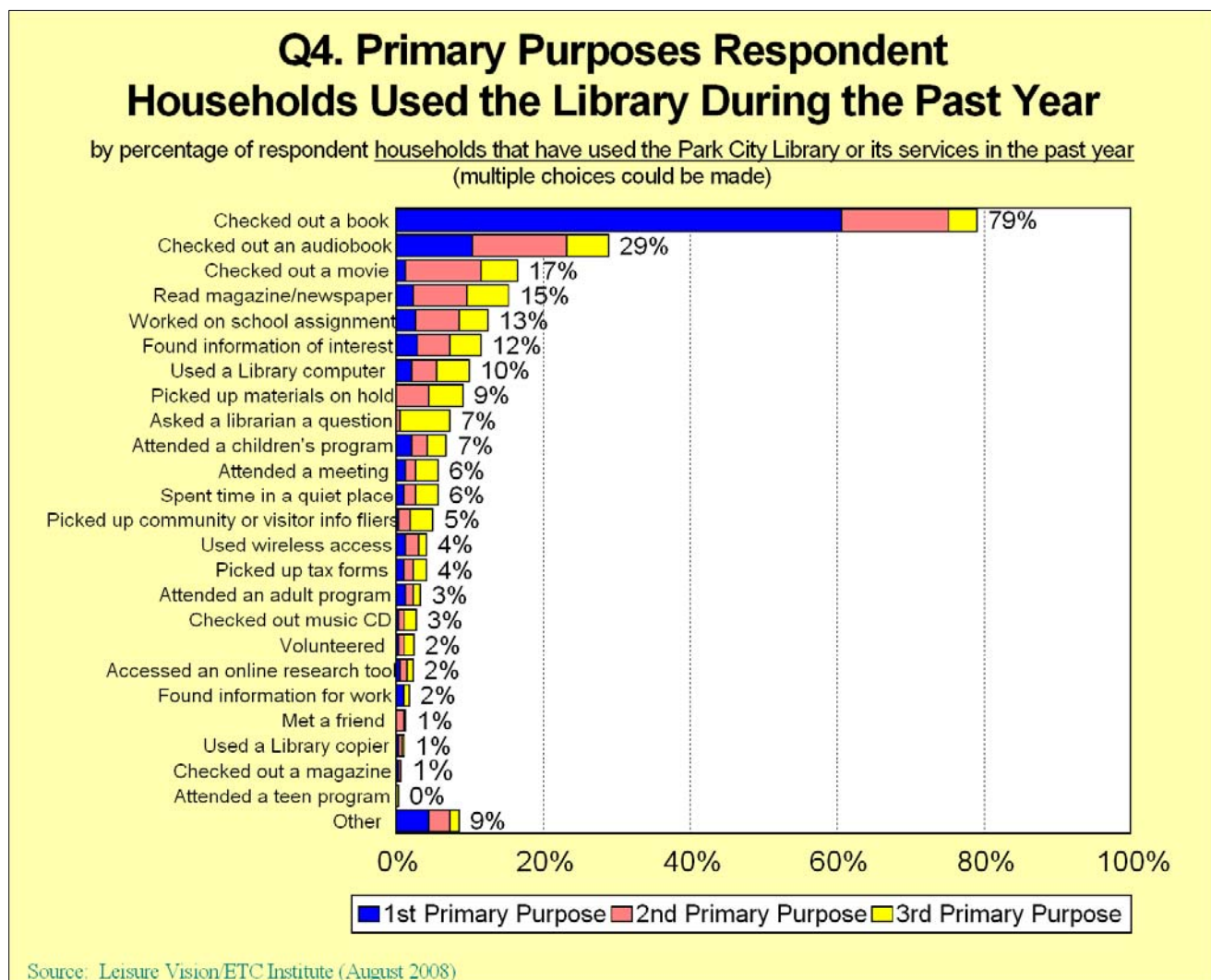
- **Checked out a book (82%) was the most frequently mentioned purpose for which respondent households used the Library during the past year.** Other frequently mentioned purposes include: checked out an audiobook (38%), asked a librarian a question (32%), and checked out a movie (30%).



Three Primary Purposes for Using the Library During the Past Year

Respondent households that used the Park City Library or its services in the past year were asked to select the three purposes for which they or members of their household used the Library. The following summarizes key findings:

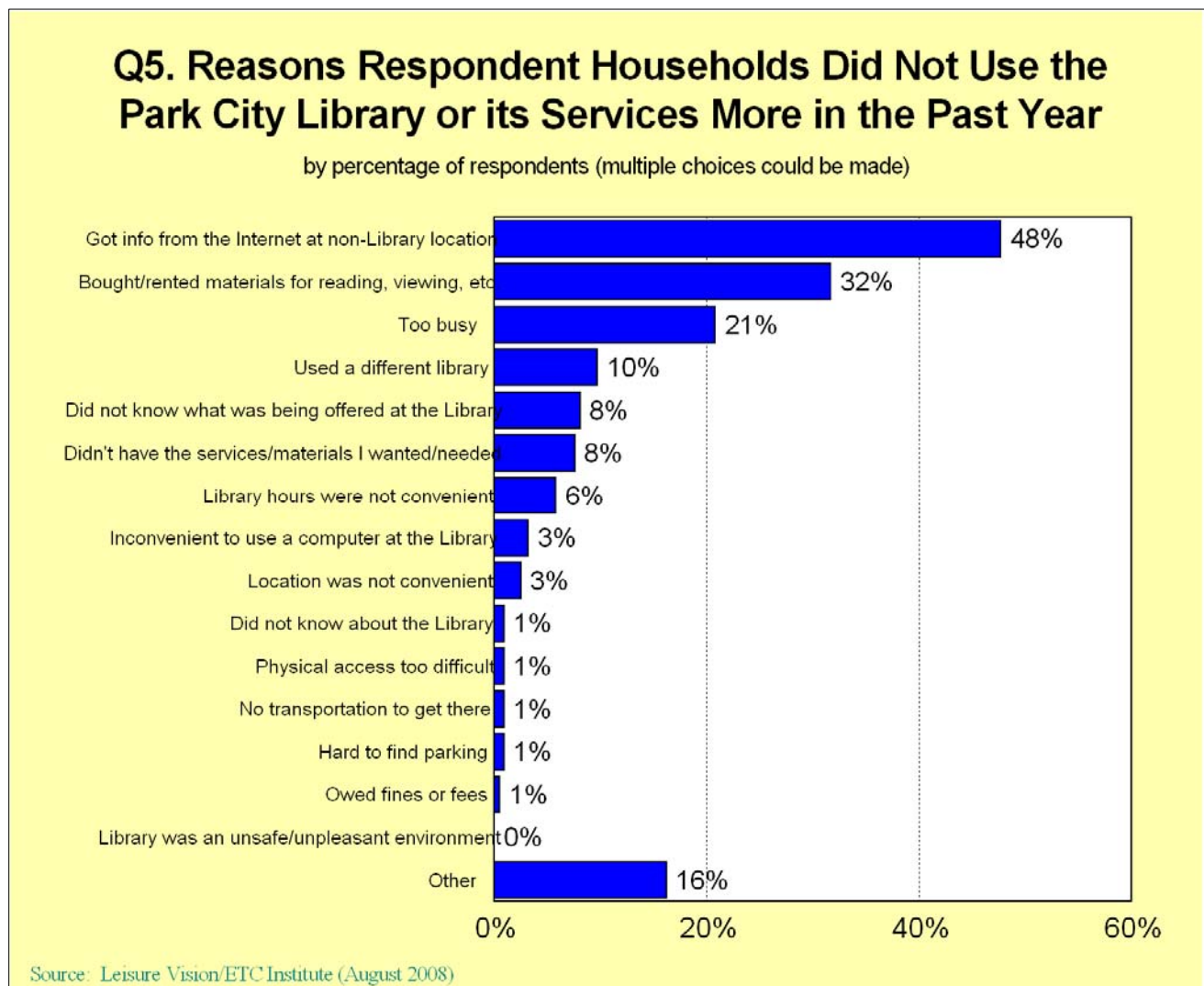
- **Based on the sum of their top three choices, the purposes for which the highest percentage of respondents indicated they used the library during the past year include: checked out a book (79%), checked out an audiobook (29%), checked out a movie (17%), and read magazine/newspaper (15%).** It should also be noted that “checked out a book” had the highest percentage of respondents indicate it as their first choice as the purpose for which they used the library in during the past year.



Reasons Respondent Households Did Not Use Library or Services More in the Past Year

From a list of 15 options, respondents were asked to indicate all the reasons that they or members of their household did not use the Park City Library or its services more in the past year. The following summarizes key findings:

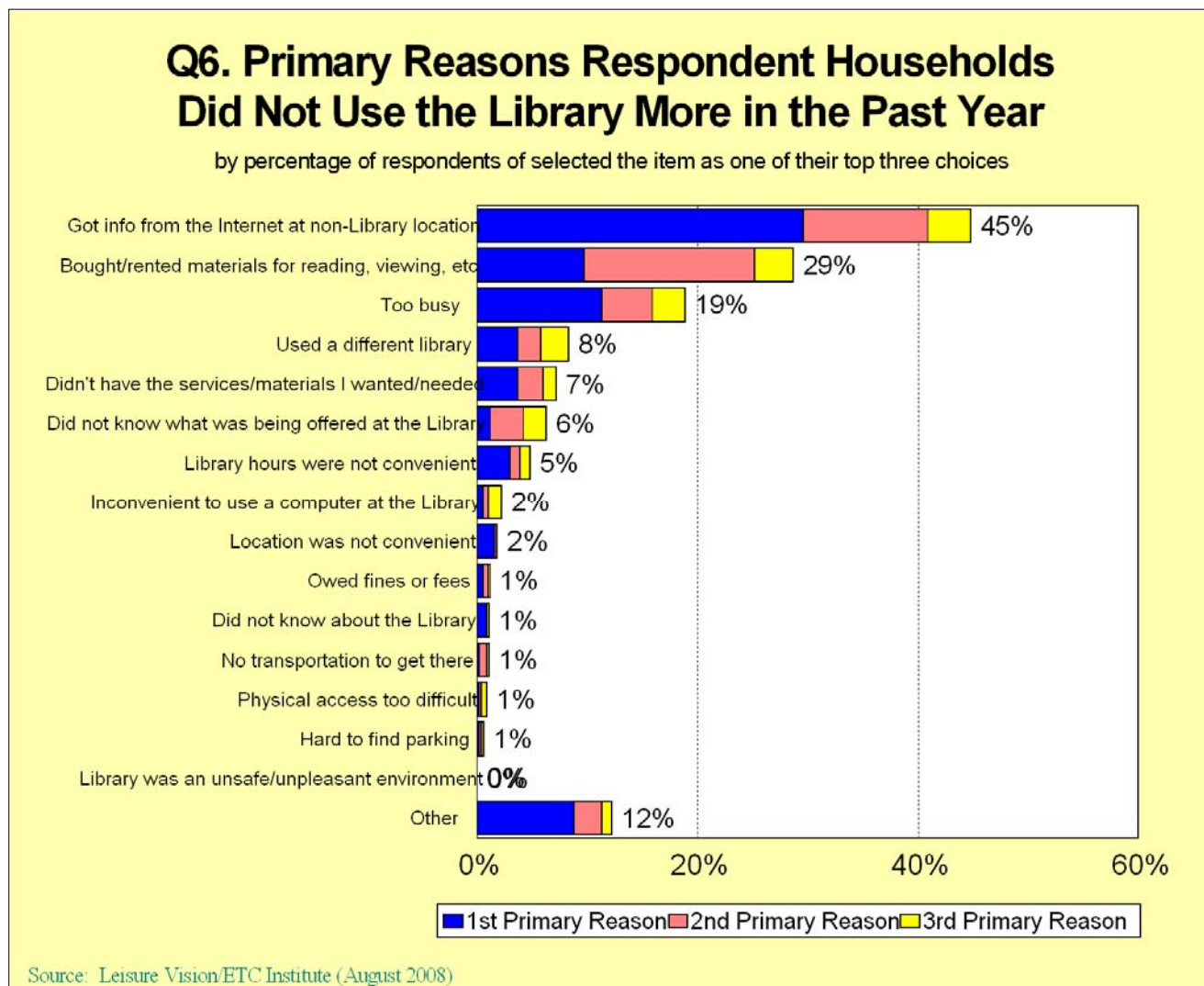
- **Got information from the Internet at non-Library locations (48%) was the most frequently mentioned reason that respondent households did not use the Library or its services more in the past year.** Other frequently mentioned reasons include: bought/rented materials for reading, viewing, etc. (32%), and too busy (21%).



Three Primary Reasons Respondent Households Did Not Use the Library More in the Past Year

From a list of 15 options, respondents were asked to select the three primary reasons that they or members of their household did not use the Library more in the past year. The following summarizes key findings:

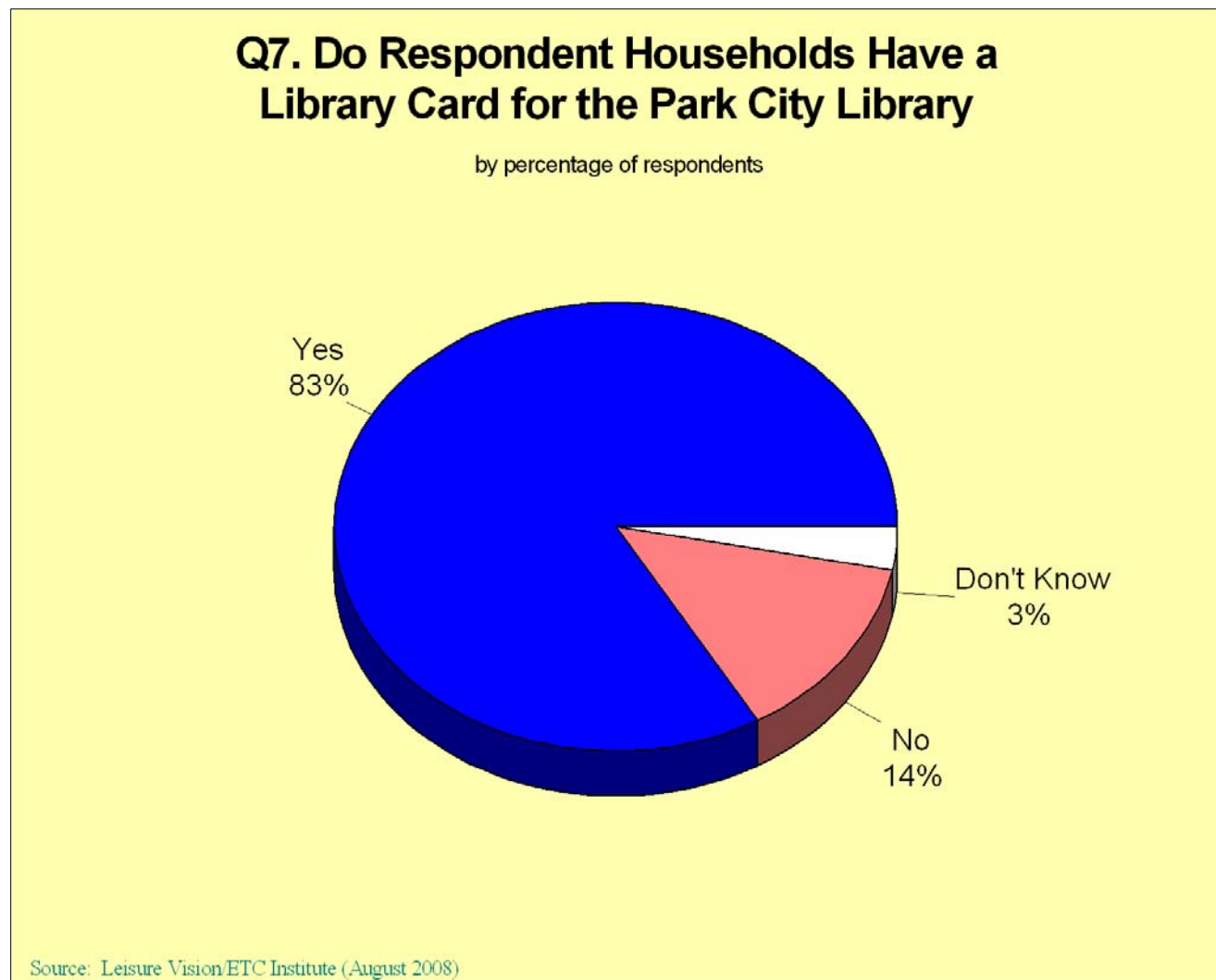
- **Based on the sum of their top three choices, the primary reasons that respondent households did not use the library more in the past year include: got information from the internet at non-Library locations (45%), bought/rented materials for reading, viewing, etc. (29%), and too busy (19%).** It should also be noted that “got information from the internet at non-Library locations” had the highest percentage of respondents select it as their first choice as the reason they did not use the library more in the past year.



Do Respondent Households Have a Library Card?

Respondents were asked to indicate if they or members of their household have a Library card for the Park City Library. The following summarizes key findings:

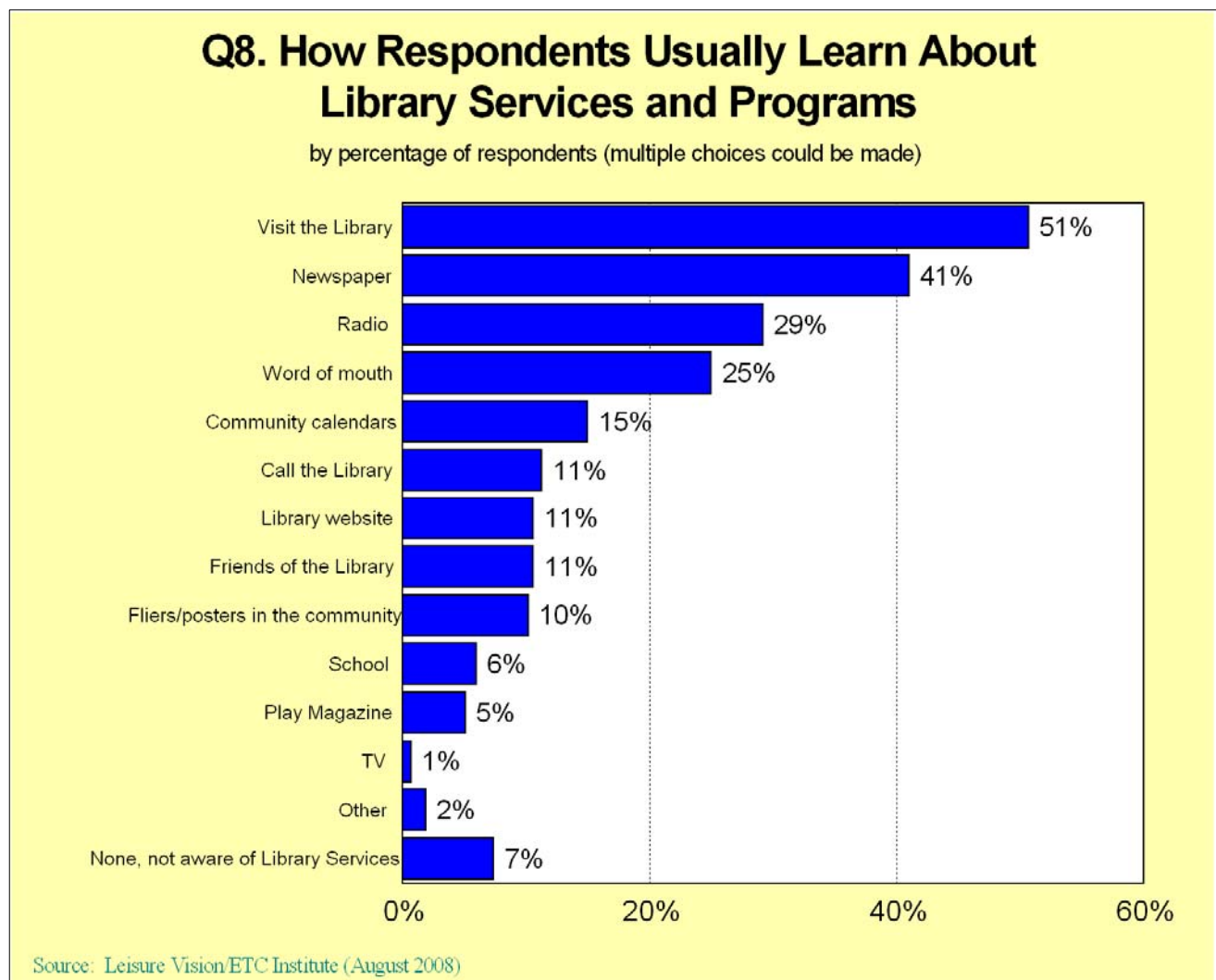
- **Eighty-three percent (83%) of respondent households have a Library card for the Park City Library.**



How Respondents Learn About Library Services and Programs

Respondents were asked to indicate all the ways they usually learn about Library services and programs. The following summarizes key findings:

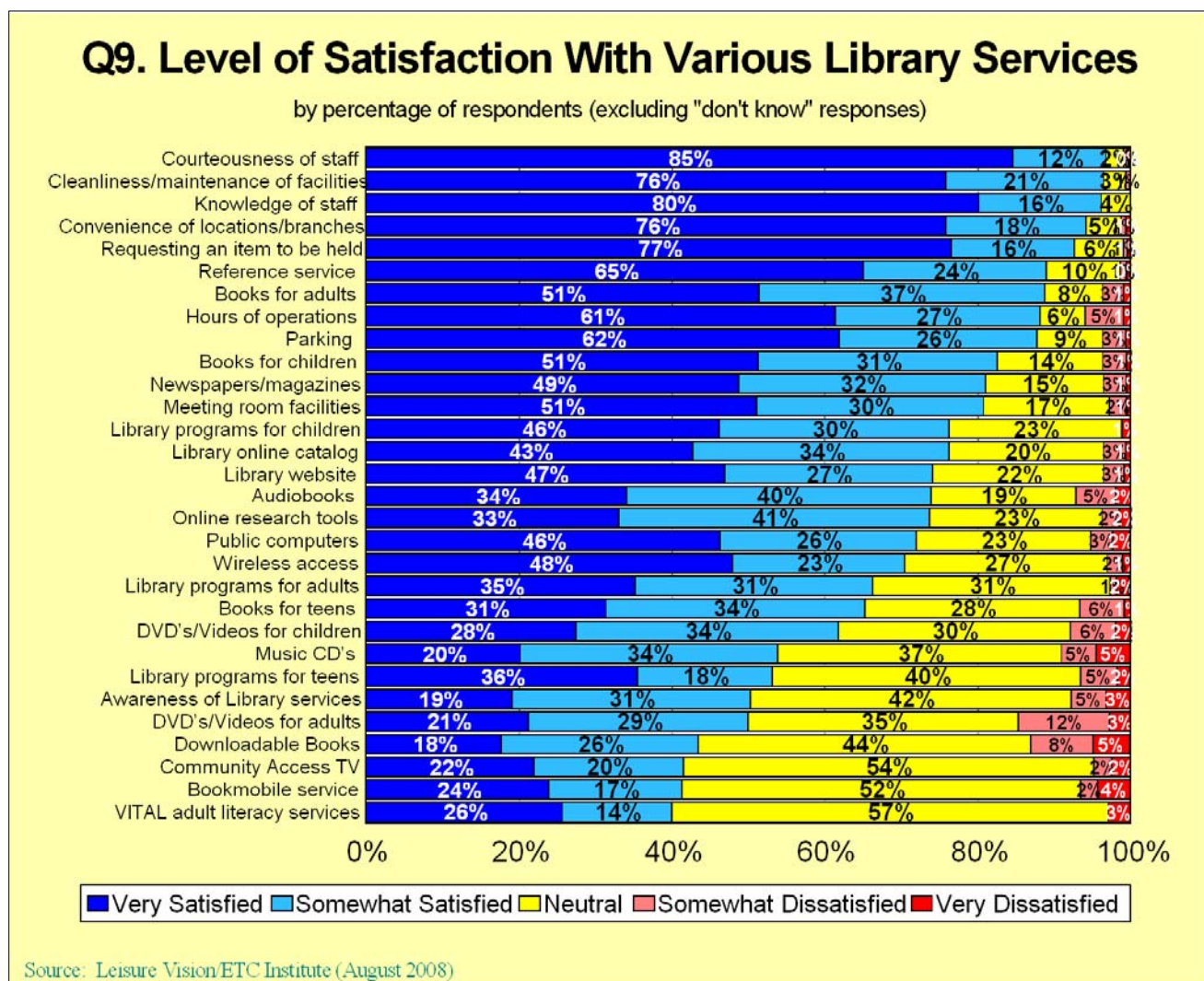
- **Visit the Library (51%) was the most frequently mentioned way that respondents usually learn about Library services and programs.** Other frequently mentioned ways include: newspaper (41%), radio (29%), and word of mouth (25%).



Satisfaction with Library Services

Respondents were asked to rate their satisfaction with various Library services. The following summarizes key findings:

- For all 30 Library services, 40% or more of respondent households are either very satisfied or somewhat satisfied with the service. It should also be noted that 26 of the 30 Library services had at least 50% of respondents indicate they are very satisfied or somewhat satisfied with the service. In none of the 30 service Library services did more than 5% of respondents indicate they were very dissatisfied with the service.



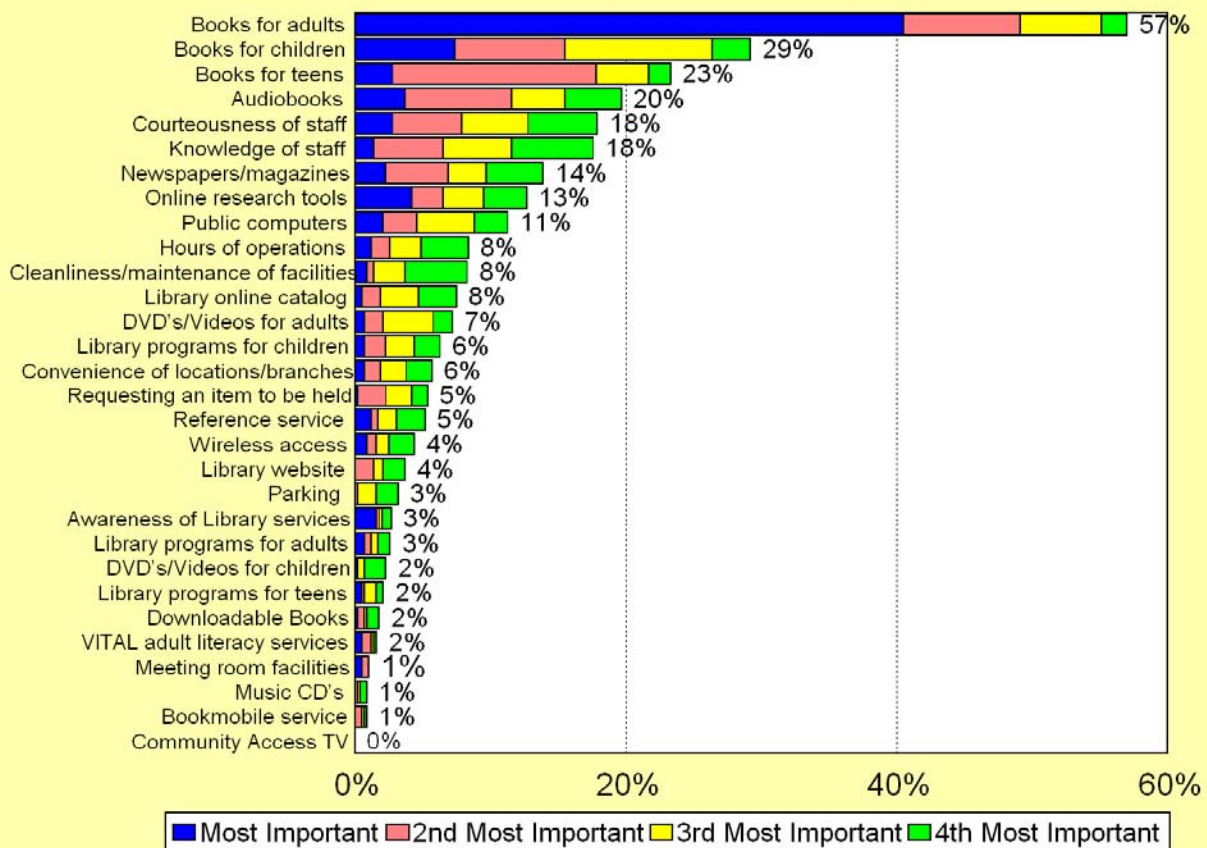
Four Most Important Services for Library to Provide

Respondents were given a list of 30 various library services and asked to indicate which four services they and members of their household feel are most important for the Library to provide. The following summarizes key findings:

- **Based on the sum of their top four choices, the services that respondent household members feel are most important for the Library to provide include: books for adults (57%), books for children (29%), books for teens (23%), and audiobooks (20%).** It should also be noted that “books for adults” had the highest percentage of respondents select it as their first choice as the service they feel is most important for the Library to provide.

Q10. Most Important Services for the Library to Provide

by percentage of respondents of selected the item as one of their top four choices



Source: Leisure Vision/ETC Institute (August 2008)

How Respondents Rate the Importance of Services for a New or Expanded

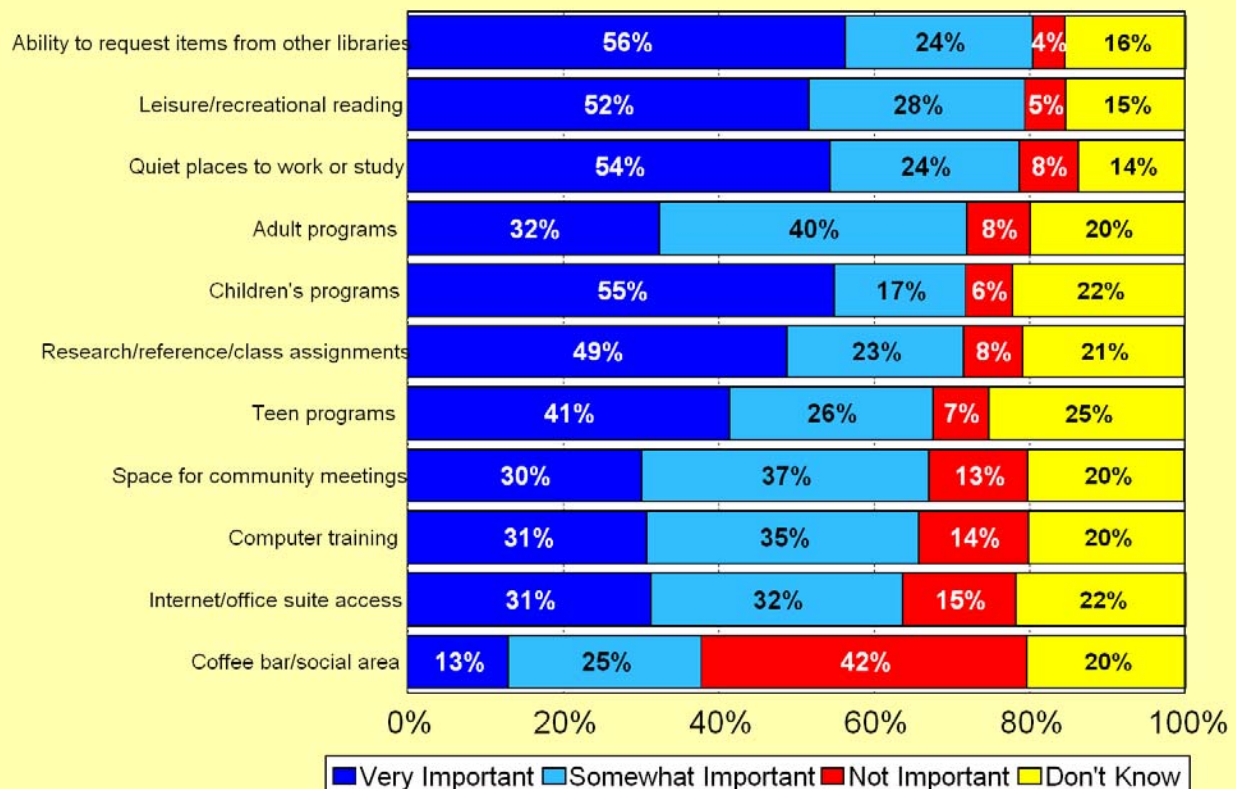
Library to Provide

Respondents were asked to indicate how important it is for services to be provided in a new or expanded Library in Park City. The following summarizes key findings:

- 10 of the 11 services that could be provided by a new or expanded library had at least 60% of respondents indicate that they think the importance of having these various services is either very important or somewhat important. In 10 of the 11 various services no more than 15% of respondents indicated that the services were not important. In 8 of the service areas 20% or more of respondents indicated don't know, suggesting the need for more information in these areas.

Q11. Importance of Various Services That Could Be Provided by a New or Expanded Library

by percentage of respondents

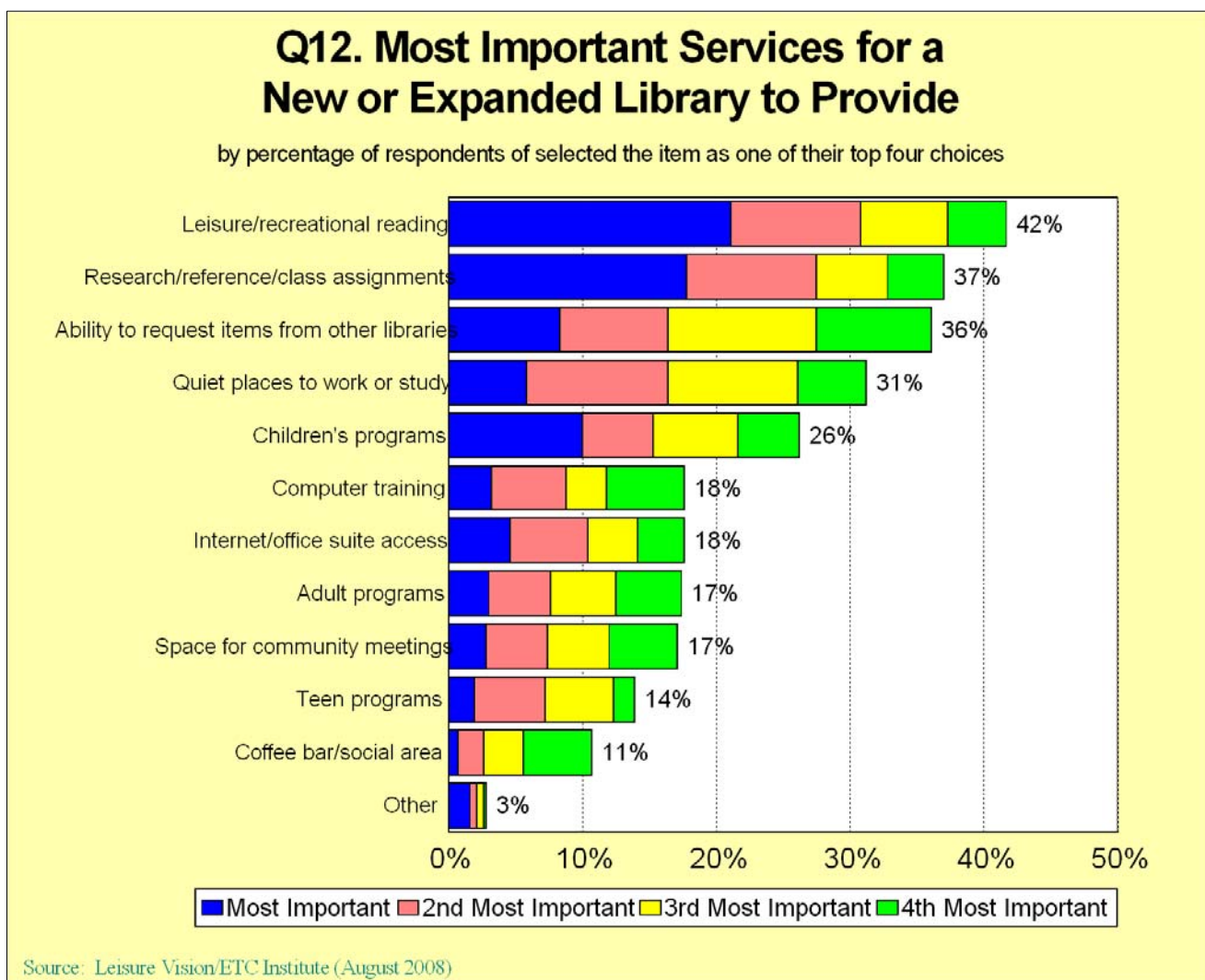


Source: Leisure Vision/ETC Institute (August 2008)

Four Services That Are Most Important to Respondent Household

Respondents were given a list of 11 services that could be offered at a new or expanded Library and asked to indicate which four of the services from are most important to their household. The following summarizes key findings:

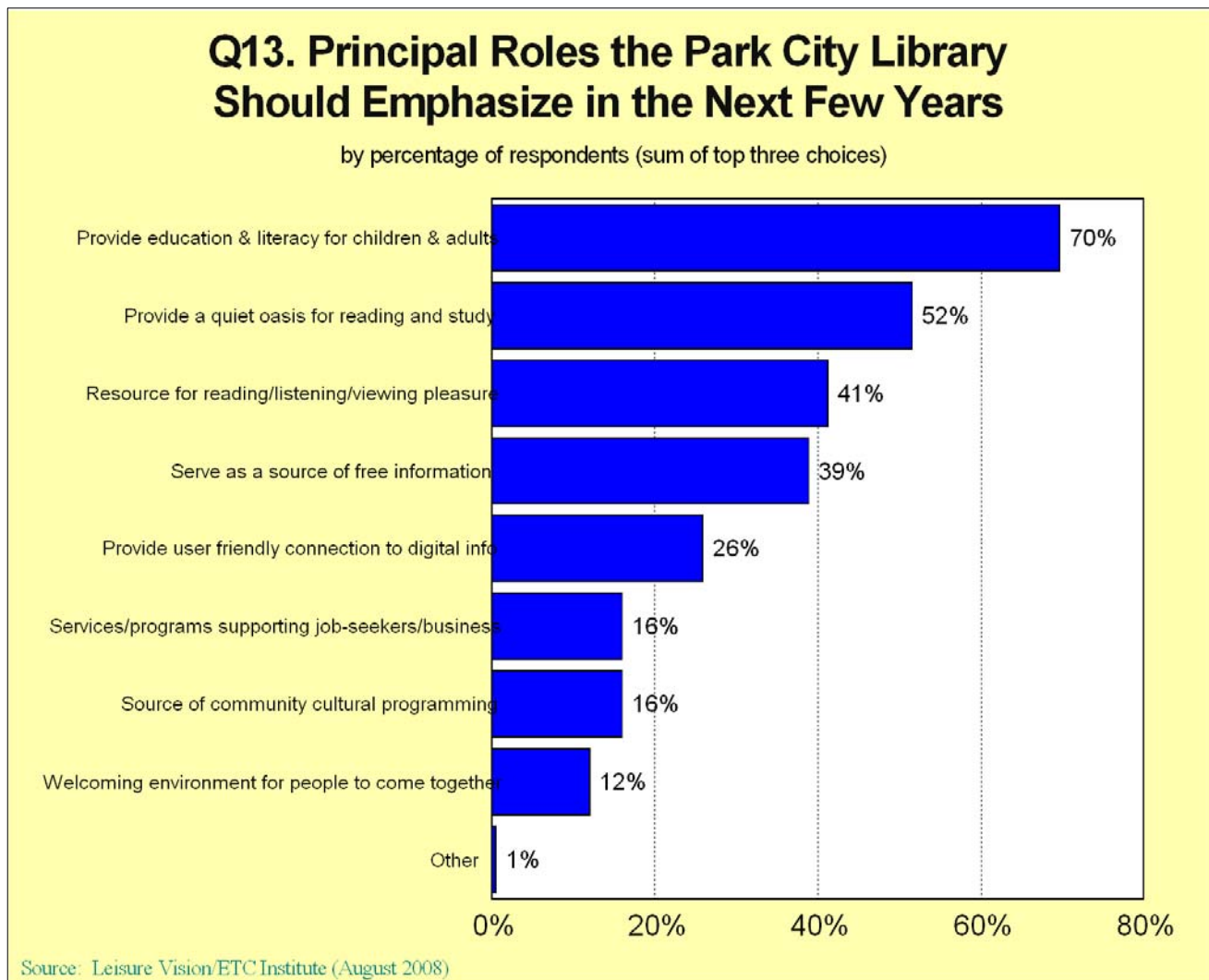
- **Based on the sum of their top four choices, the services that respondent household feel are the most important services for a new or expanded Library to provide include: leisure/recreational reading (42%), research/reference/class assignment (37%), ability to request items for other libraries (36%), quiet places to work or study (31%), and children's programs (26%).** It should also be noted that "leisure/recreational reading" had the highest percentage of respondents select it as their first choice as the most important service for a new or expanded library to provide.



Principal Roles the Park City Library Should Emphasize

Respondents were given a list of 8 items and asked to select the three principal roles the Park City Public Library should emphasize in the next few years. The following summarizes key findings:

- **Provide education and literacy for children and adults (70%) had the highest percentage of respondents select it as one of the top three principal roles the Park City Library should emphasize in the next few years.** Other frequently mentioned roles respondents feel the Library should emphasize in the next few years include: provide a quiet oasis for reading and study (52%), resource for reading/listening/viewing pleasure (41%), and serve as a source of free information (39%).



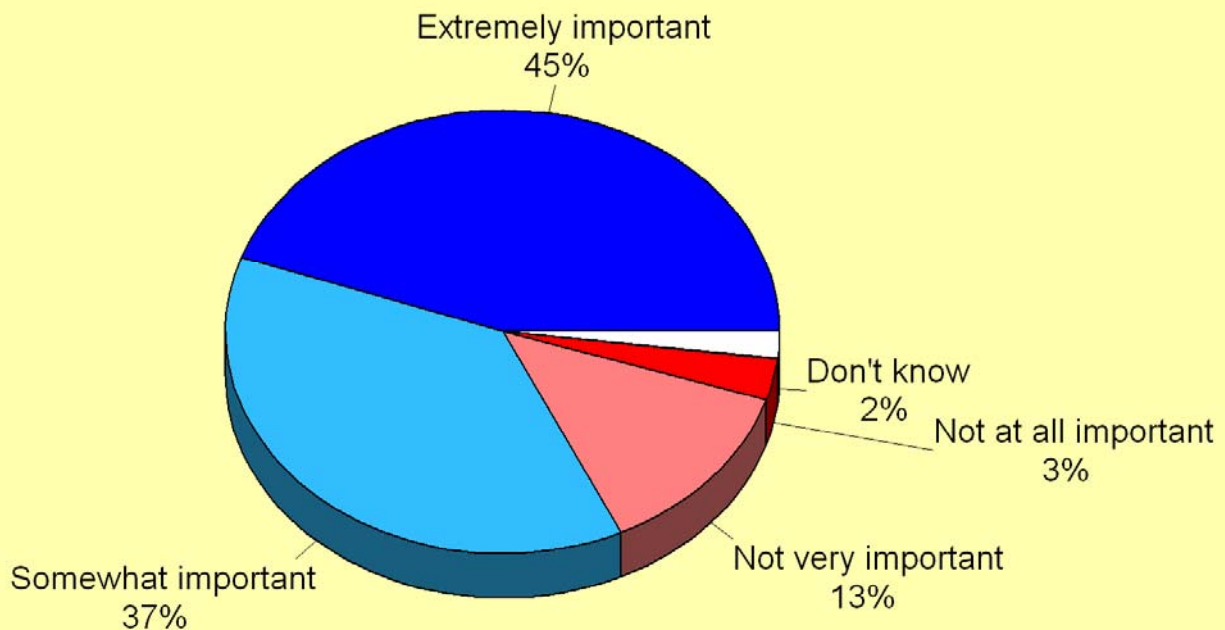
How Respondents Rate the Importance of the Library to their Household

Respondents were asked to rate the importance of the Library to themselves and members of their household. The following summarizes key findings:

- **Eighty-two percent (82%) of respondents rated the importance of the Library to themselves and members of their household as either extremely important (45%) or somewhat important (37%).** Additionally, only 16% of respondents rated the importance of the Library as either not very important (13%) or not at all important (3%).

Q14. How Respondents Would Rate the Importance of the Library to Themselves and Members of their Household

by percentage of respondents



Source: Leisure Vision/ETC Institute (August 2008)

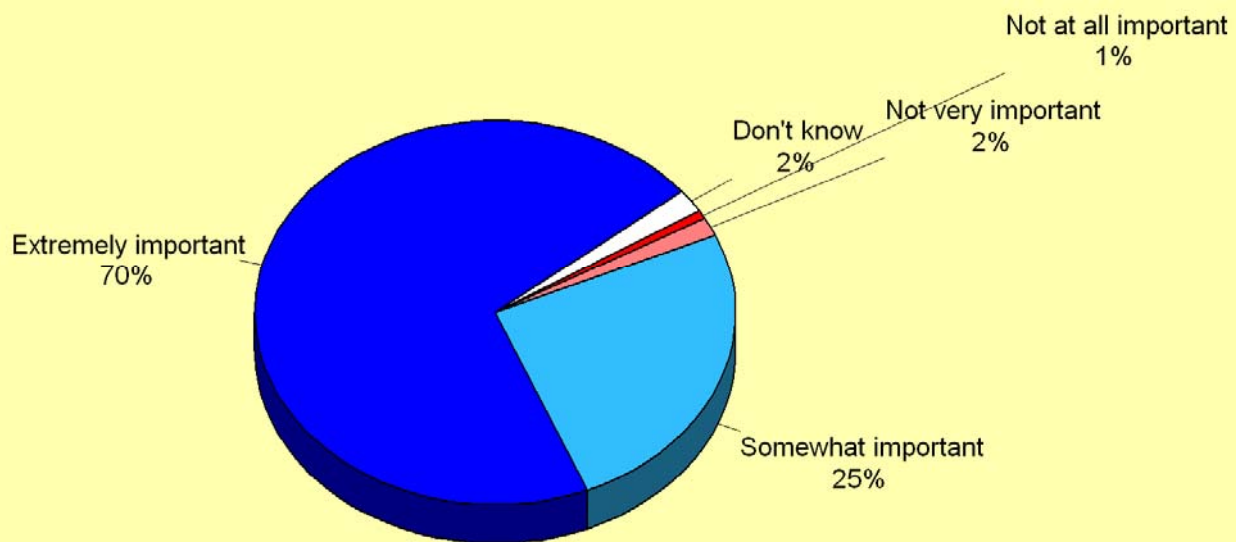
Importance of the Library to the Future of the Park City Community

Respondents were asked how they would rate the importance of the Library to the future of the Park City community. The following summarizes key findings:

- **Ninety-five percent (95%) of respondents rated the importance of the Library to the future of the Park City community as either extremely important (70%) or somewhat important (25%).** It should also be noted that only 3% of respondents rated the importance of the Library as either not very important (2%) or not at all important (1%).

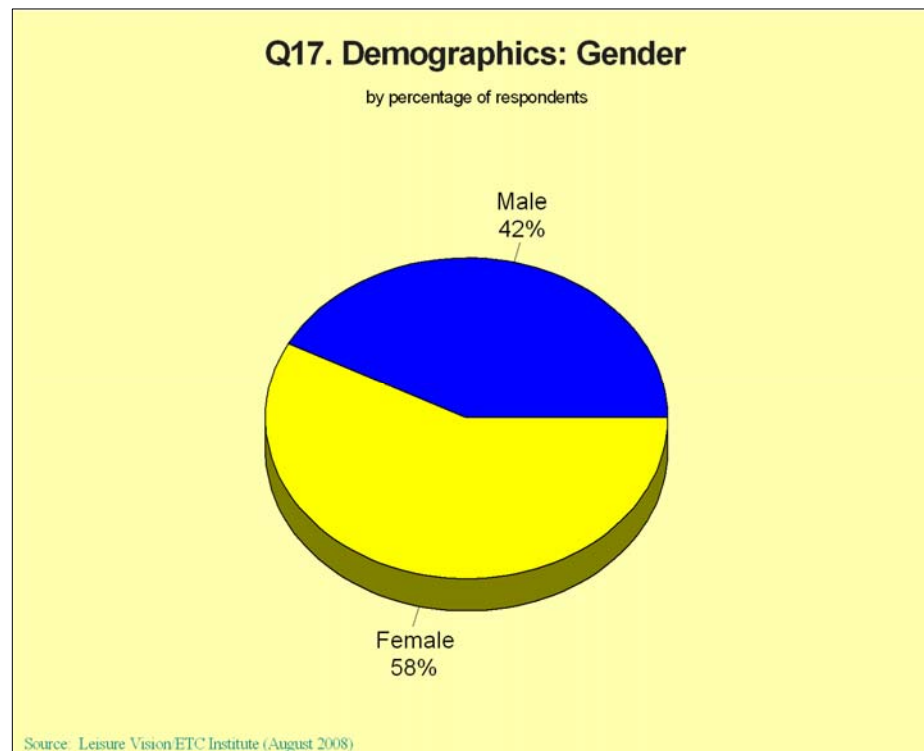
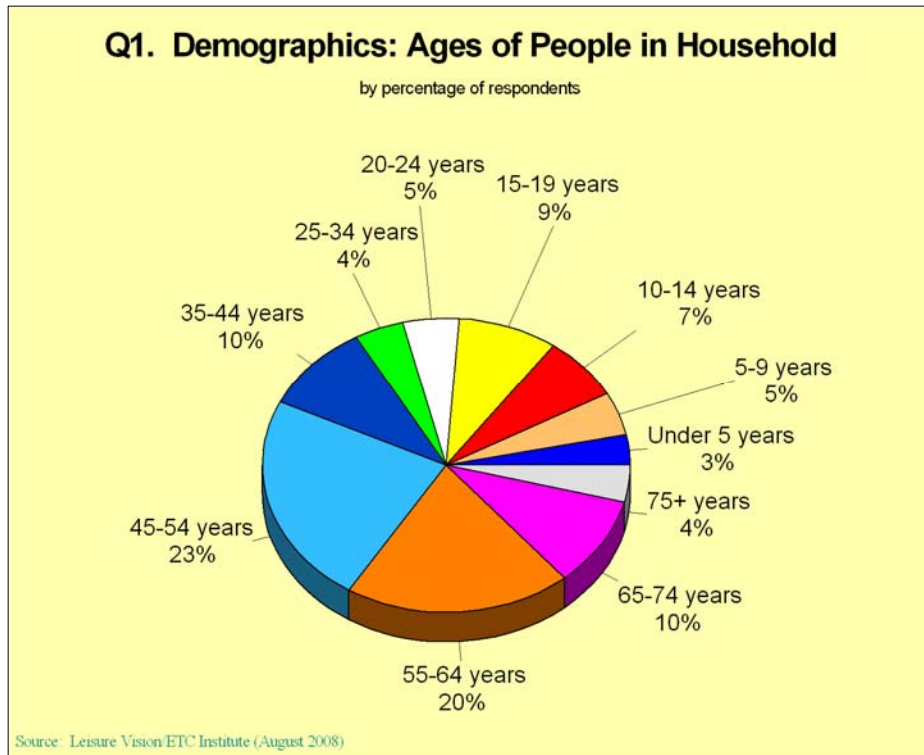
Q15. How Respondents Would Rate the Importance of the Library to the Future of the Park City Community

by percentage of respondents

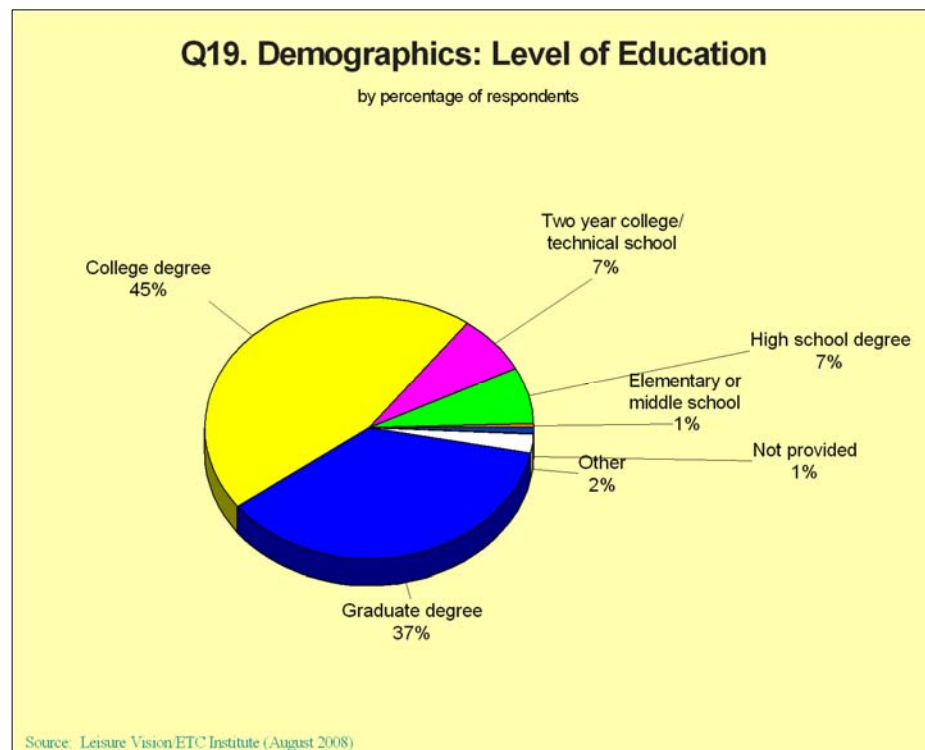
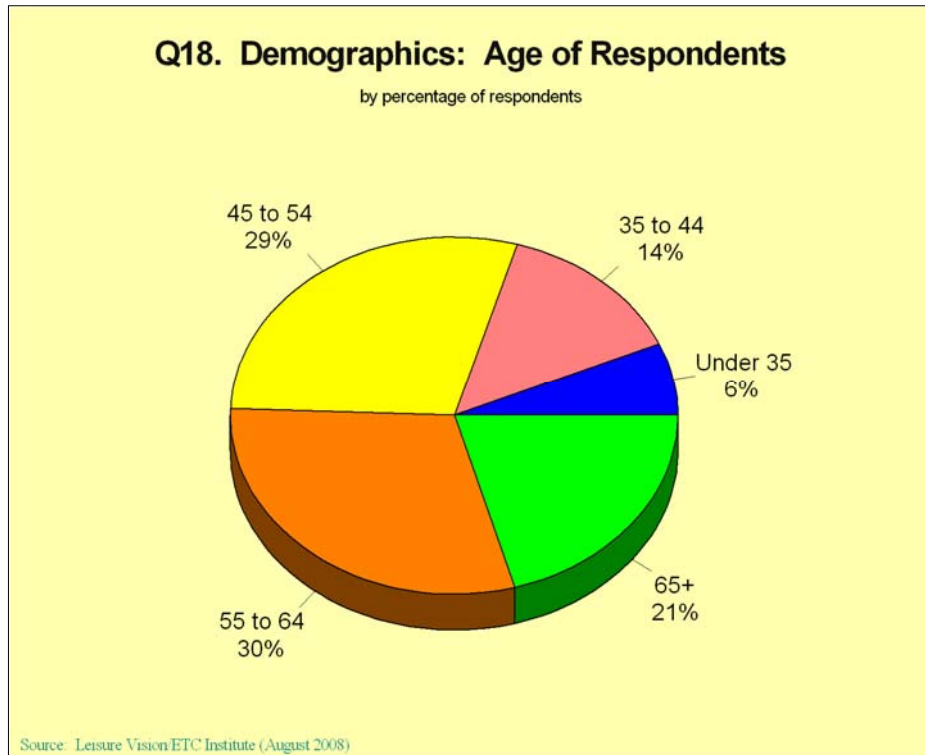


Source: Leisure Vision/ETC Institute (August 2008)

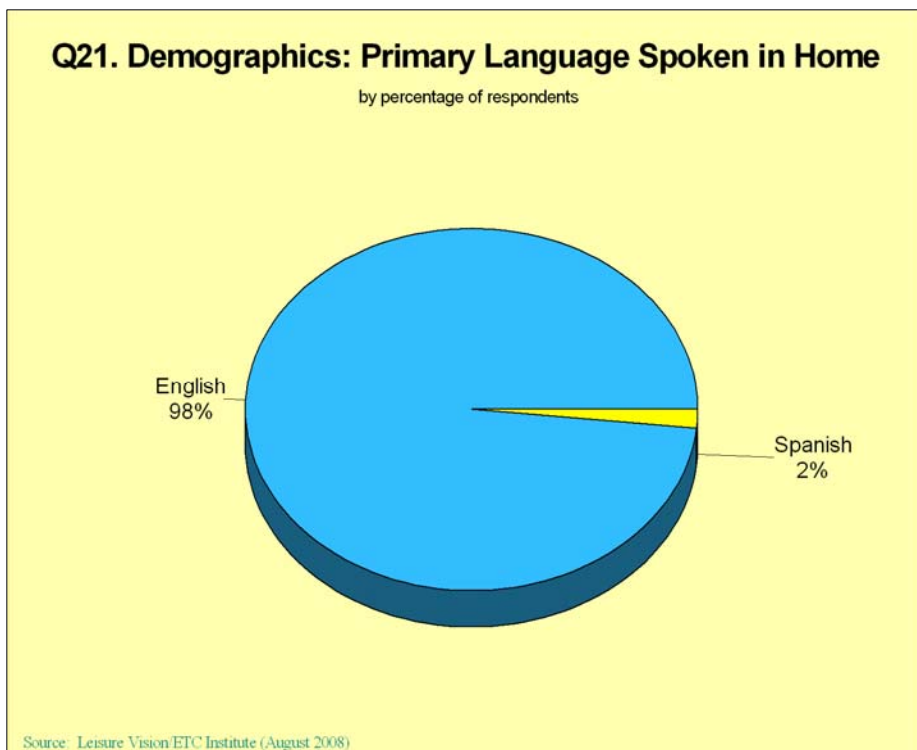
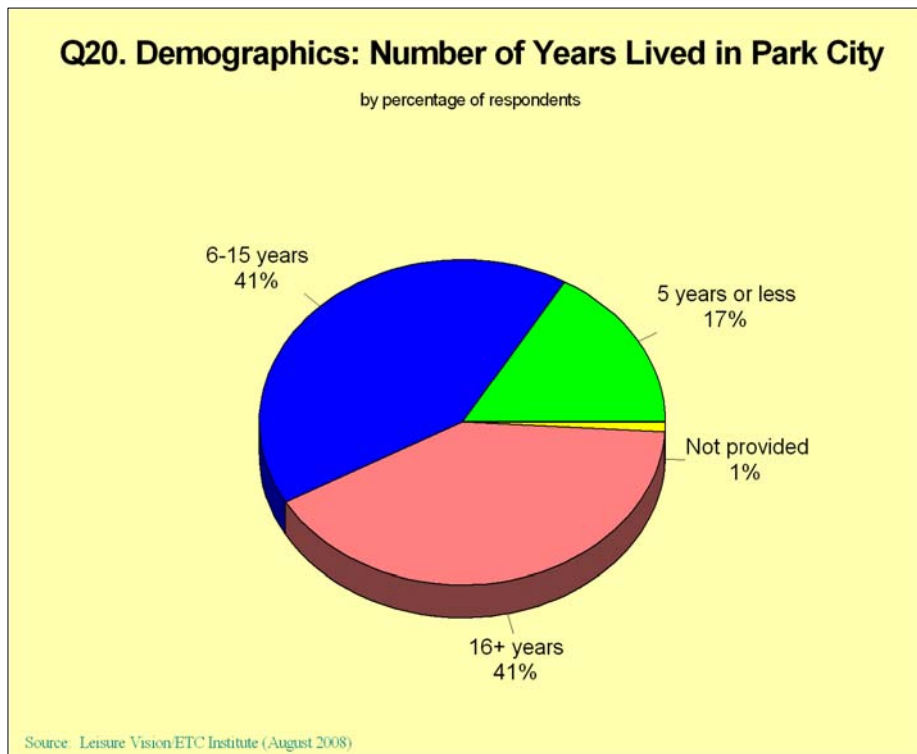
Demographics



Demographics



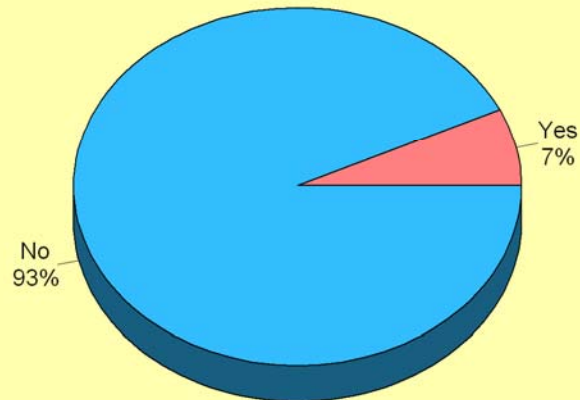
Demographics



Demographics

Q22. Demographics: Are Any Household Members of Hispanic, Latino or Spanish Ancestry

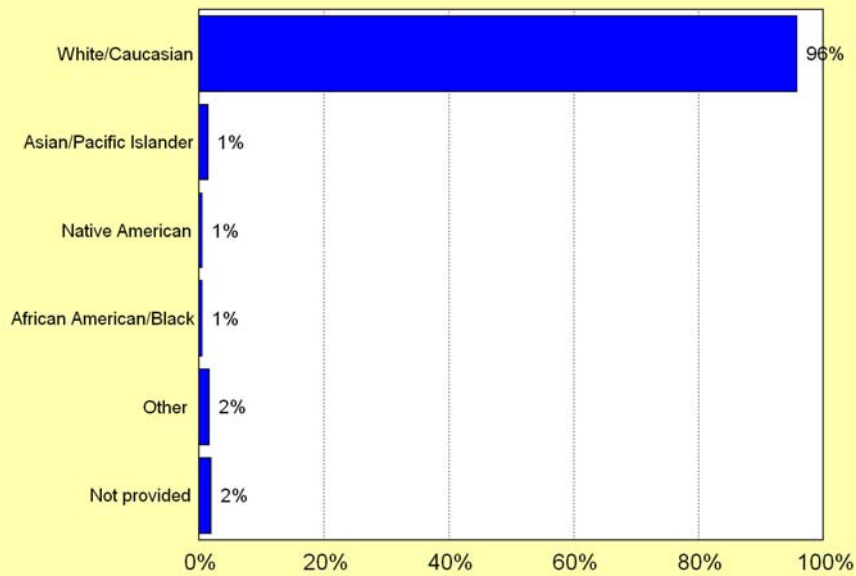
by percentage of respondents



Source: Leisure Vision/ETC Institute (August 2008)

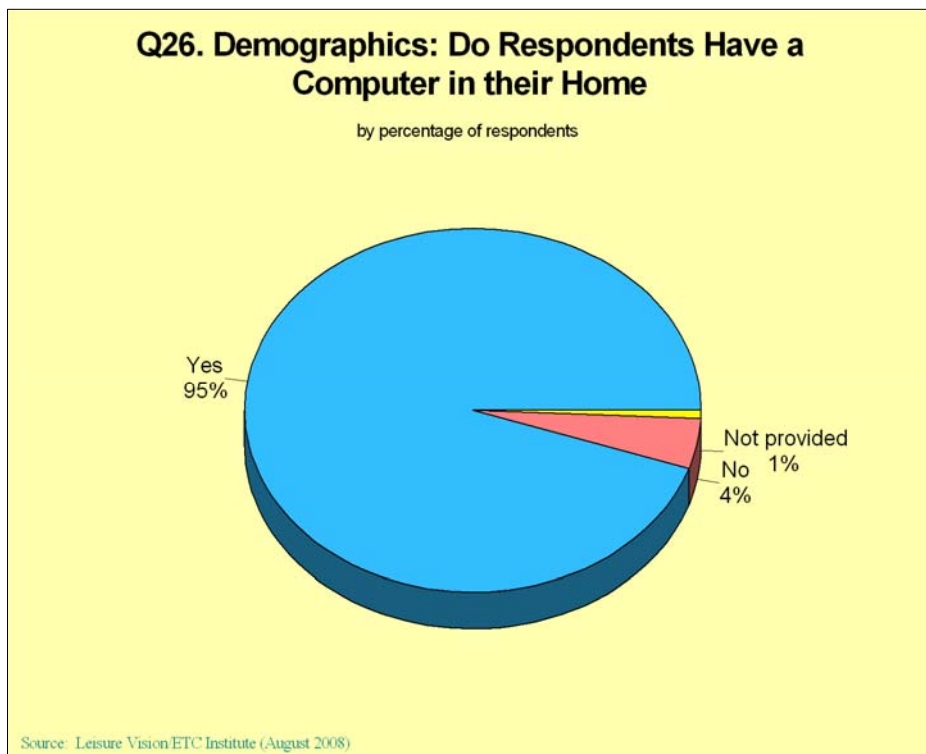
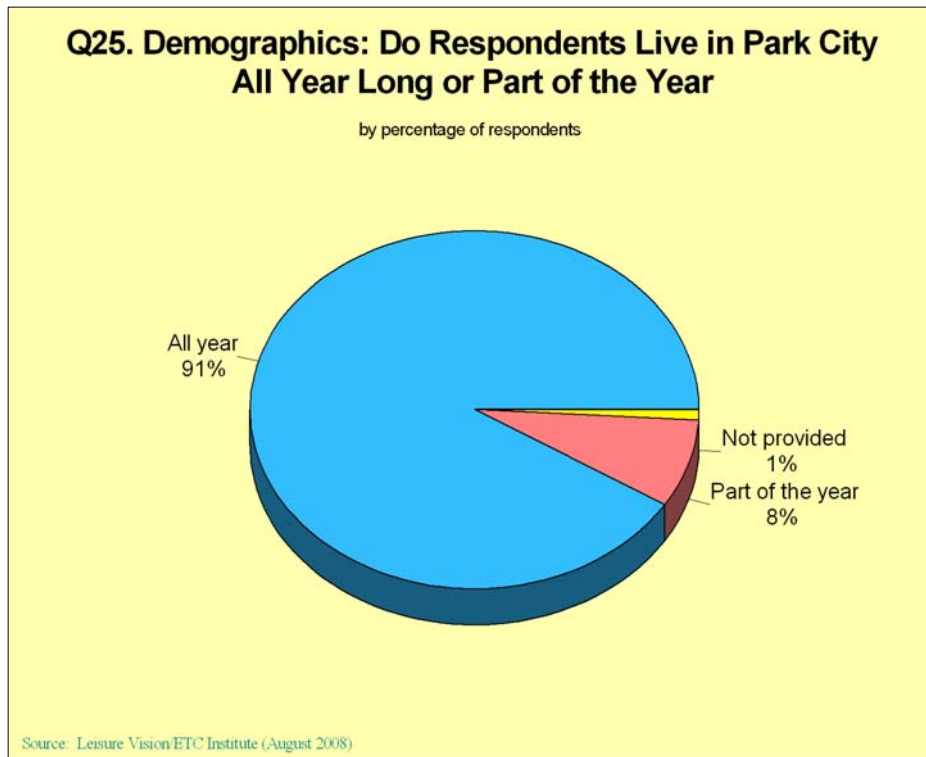
Q23. Demographics: Race/Ethnicity

by percentage of respondents (multiple choices could be made)

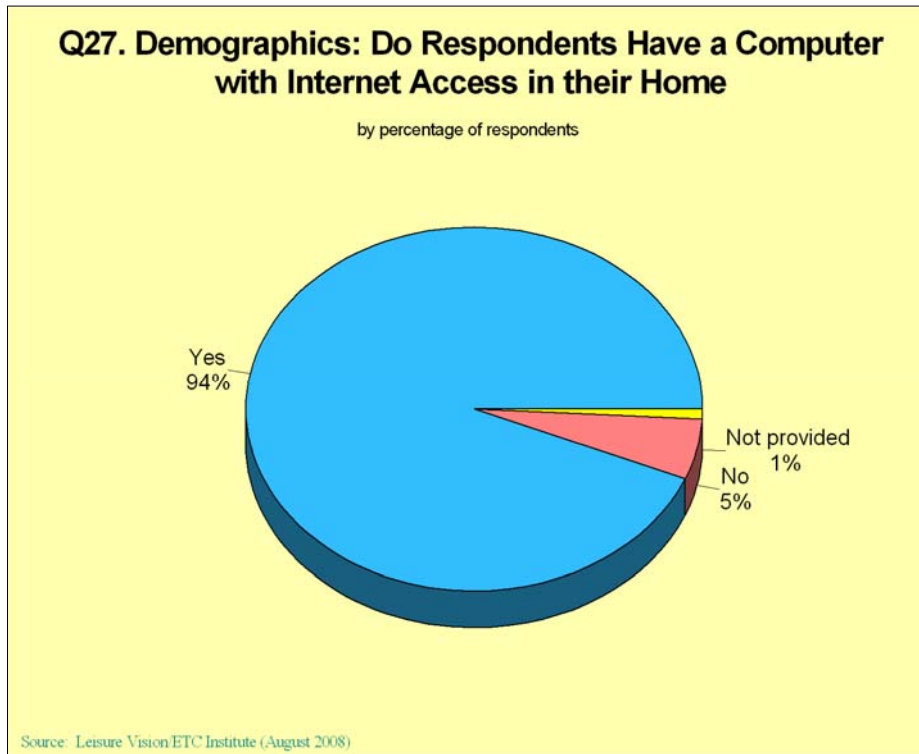


Source: Leisure Vision/ETC Institute (August 2008)

Demographics



Demographics



City Council Staff Report



Author: Dina Blaes, Consultant
Thomas Eddington, AICP, Planning Director
Subject: Historic Building Inventory
Date: October 2, 2008
Type of Item: Legislative - Work Session

Summary Recommendation

City Council should provide direction regarding:

- 1) The proposed changes to Title 15, Chapter 11 HISTORIC PRESERVATION and Chapter 15 DEFINITIONS,
- 2) The strategy for establishing a Park City Historic Sites Inventory, and
- 3) The changes to the *Design Guidelines for Historic Districts and Historically Significant Buildings*.

Staff will have a presentation with photographic examples at the meeting on Thursday.

Background

At the May 5, 2008 Historic Preservation Board (HPB) meeting the idea of categorizing buildings on the Historic Building Inventory into Landmark buildings and Contributing buildings was briefly discussed. At a subsequent City Council meeting, staff was asked to develop the idea further and bring it back to the Council for discussion.

As a result of the demolition of two residential structures in Old Town (neither of which were listed on the Historic Building Inventory) in June 2008, the City Council adopted Ordinance No. 08-33 imposing a temporary moratorium on the demolition of any structure located within the municipal boundaries built before 1962. When the moratorium was imposed, City Council asked staff to develop a strategy for modifying the current manner in which buildings are determined Historically Significant so that more of the buildings that give Park City its unique character would be subject to the protections found in the LMC for Historically Significant Buildings.

In assessing what would be required to achieve this, staff is providing the following for discussion and comment by the City Council:

- 1) Re-write of the LMC: Title 15-11-12 Determination of Historical Significance would be re-written to accommodate two different designations within the broader definition of Historically Significant properties. See Exhibit A for the proposed changes to Title 15-11-12 and 15-15.

Does Council support a two-tiered inventory that identifies Landmark Sites and Significant Sites? Does Council support the criteria and procedures proposed to designate Landmark vs. Significant Sites?

2) Preparing an updated Historic Sites Inventory: An inventory based on the new criteria would be presented to the HPB for adoption once the proposed changes to the LMC are adopted. Staff recommends using existing data on buildings in Park City to determine compliance with the proposed criteria for designation. See Exhibit B for the information that was collected during the 2006-2007 survey that can be utilized to establish an updated inventory based on the proposed criteria.

Does Council support using the data gathered during the 2006-2007 survey as the primary basis for establishing the Park City Historic Sites Inventory?

3) Design Guidelines: The Design Guidelines would require modifications to accommodate two designations. At a minimum, modifications to sections of the Introduction and Design Review Process chapters would be required. This process could occur concurrently with review of the proposed LMC changes that the Planning Commission is currently addressing. See Exhibit C: *Design Guidelines for Historic Districts and Historically Significant Buildings* (dated September 3, 2008 – the date the draft Design Guidelines were reviewed and positively recommended by the HPB). With the creation of a Landmark and Significant status designation, the necessary modifications to the Design Guidelines will need to be reviewed by the HPB and Planning Commission and then forwarded for City Council review in November. The City's six-month Temporary Zoning Ordinance (TZO) will expire on February 7, 2009; it is the Planning Department's intent to have the Design Guidelines (inclusive of the proposed Landmark/Significant status designation) approved prior to this expiration, along with significant LMC revisions relative to these Guidelines.

Recommendation

City Council should provide direction regarding:

- 1) The proposed changes to Title 15, Chapter 11 HISTORIC PRESERVATION and Chapter 15 DEFINITIONS,
- 2) The strategy for establishing a Park City Historic Sites Inventory, and
- 3) The changes to the *Design Guidelines for Historic Districts and Historically Significant Buildings*.

Attachments

EXHIBIT A: Proposed changes to the Land Management Code

EXHIBIT B: Data available to aid in establishing the Park City Historic Sites Inventory

EXHIBIT C: *Design Guidelines for Historic Districts and Historically Significant Buildings*, as recommended by the HPB on September 3, 2008

EXHIBIT A

Proposed amendments to Title 15, Chapter 11 HISTORIC PRESERVATION and Chapter 15 DEFINITIONS

~~15-11-12. DETERMINATION OF HISTORICAL SIGNIFICANCE.~~

~~The HPB is the official body to review matters concerning the historical designation of Buildings, Structures and Sites within Park City, and to make this information available to all interested citizens. It is hereby declared that all Buildings, Structures and Sites within Park City which substantially comply with the standards of review found in Section 15-11-13(A), are determined to be Significant for the purposes of this Chapter.~~

~~The Planning Department shall maintain a list of such Significant Properties. Any Owner of a Building, Structure or Site may apply for a hearing before the HPB to ascertain Significance of said Property. The Application shall be on forms as prescribed by the City and shall be filed with the Planning Department. Upon receiving an Application for determination of historical Significance, the Planning staff shall schedule a hearing on the HPB agenda within thirty (30) days. Notice of the hearing shall be posted on the Property and published at least once prior to the hearing. At the hearing, the Applicant shall have an opportunity to present testimony and evidence to demonstrate the historical Significance, or insignificance of the Building, Structure or Site.~~

~~(A) **STANDARDS OF REVIEW.** In determining the Historic Significance of the Property at the hearing, the HPB shall evaluate whether the Building, Structure or Site demonstrates a quality of Significance in local, regional, state or national history, architecture, archaeology, engineering or culture, and integrity of location, design, setting, materials, and workmanship according to the following criteria:~~

~~(1) The Building, Structure or Site is associated with events or lives of Persons Significant to our past; and/or~~

~~(2) The Building, Structure or Site embodies the distinctive characteristics of a type, period or method of construction or that represent the work of a master; and/or~~

~~(3) The architectural or historical value or Significance of the Building, Structure or Site contributes to the Historic value of the Property and surrounding Area; and/or~~

~~(4) The Building, Structure or Site is at least fifty (50) years old, or has achieved Significance within the past fifty (50) years if the Property is exceptional importance to the community; and/or~~

~~(5) The relation of Historic or architectural features found on the Building, Structure or Site to other such features within the surrounding Area; and/or~~

~~(6) Any other factors, including aesthetic, which may be relevant to the historical or architectural aspects of the Building, Structure or Site.~~

~~(B) **NOTICE.** Prior to taking action on any determination of historical Significance Application, the Planning staff shall provide public notice pursuant to Section 15-1-20 of the Code.~~

~~(C) **DECISION.** If the HPB finds that the Building, Structure or Site is insignificant pursuant to Section 15-11-13(A), it shall immediately be removed from the list, if any, of historically Significant Properties. The HPB shall forward a copy of its written findings to the Owner and/or Applicant.~~

~~(D) **APPEAL.** The Applicant or any party participating in the hearing may appeal the HPB decision to the Board of Adjustment pursuant to Section 15-10-7 of this Code. Appeal requests shall be submitted to the Planning Department within ten (10) days of the HPB decision. Notice of all pending appeals shall be made by staff pursuant to Section 15-1-20 of this Code. Appeals shall be considered only on the record made before the HPB.~~

15-11-12. PARK CITY HISTORIC SITES INVENTORY

The Historic Preservation Board may designate Sites to the Historic Sites Inventory as a means of providing recognition to and encouraging the preservation of historic Sites in the community.

(A) CRITERIA FOR DESIGNATING SITES TO THE PARK CITY HISTORIC SITES INVENTORY.

(1) LANDMARK SITE. Any Buildings (Main, Attached, Detached or Public), Accessory Buildings, and/or Structures may be designated to the Historic Sites Inventory as a Landmark Site if it meets all the criteria listed below:

(a) It is at least 50 years old.

(b) It retains its historic integrity in terms of location, design, setting, materials, workmanship, feeling and association as defined by the National Park Service for the National Register of Historic Places.

(c) It is significant in local, regional or national history, architecture, engineering or culture associated with at least one of the following:

(i) an era that has made a significant contribution to the broad patterns of our history,

(ii) the lives of persons significant in the history of the community, state, region, or nation, or

(iii) the distinctive characteristics of type, period, or method of construction or the work of a notable architect or master craftsman.

(2) SIGNIFICANT SITE. Any Buildings (Main, Attached, Detached or Public), Accessory Buildings, and/or Structures may be designated to the Historic Sites Inventory as a Significant Site if it meets all the criteria listed below:

(a) It is at least 50 years old.

(b) It retains its essential historical form; meaning there are no major alterations that have destroyed the essential historical form. Major alterations that destroy the essential historical form include:

(i) changes in pitch of the main roof,

(ii) addition of upper stories or the removal of original upper stories,

(iii) moving it from its original location to one that is dissimilar to the original, or

(iv) addition(s) that significantly obscures the essential historical form when viewed from the primary public right-of-way.

(c) It is important in local or regional history, architecture, engineering or culture associated with at least one of the following:

(i) an era of historic importance to the community,

(ii) lives of persons who were of historic importance to the community, or

(iii) noteworthy methods of construction, materials, or craftsmanship used during the historic period.

(B) PROCEDURE FOR DESIGNATING SITES TO THE PARK CITY HISTORIC SITES INVENTORY. The Planning Department shall maintain an inventory of Historic Sites. It is hereby declared that all Buildings (Main, Attached, Detached or Public), Accessory Buildings, and/or Structures within Park City, which comply with the criteria found in sections 15-11-12(A)(1) or 15-11-12(A)(2) are determined to be on the Park City Historic Sites Inventory.

Any Owner of a Building (Main, Attached, Detached or Public), Accessory Building, and/or Structure may nominate it/them for listing in the Park City Historic Sites Inventory. The nomination and designation procedures are as follows:

(1) COMPLETE APPLICATION. The Application shall be on forms as prescribed by the City and shall be filed with the Planning Department. Upon receiving a complete Application for designation, the Planning staff shall schedule a hearing before the Historic Preservation Board within thirty (30) days.

(2) NOTICE. Prior to taking action on the Application, the Planning staff shall provide public notice pursuant to section 15-1-21 of this Code.

(3) HEARING AND DECISION. The Historic Preservation Board will hear testimony from the Applicant and public and will review the Application for compliance with the "Criteria for Designating Historic Sites to the Park City Historic Sites Inventory". If the Historic Preservation Board finds that the Application complies with the criteria set forth in section 15-11-12(A)(1) or section 15-11-12(A)(2) the Building (Main, Attached, Detached or Public), Accessory Building and/or Structure will be added to the Historic Sites Inventory. The HPB shall forward a copy of its written findings to the Owner and/or Applicant.

(4) APPEAL. The Applicant or any party participating in the hearing may appeal the Historic Preservation Board decision to the Board of Adjustment pursuant to Section 15-10-7 of this Code. Appeal requests shall be submitted to the Planning Department within ten (10) days of the Historic Preservation Board decision. Notice of pending appeals shall be made pursuant to Section 15-1-21 of this Code. Appeals shall be considered only on the record made before the Historic Preservation Board.

(C) REMOVAL OF A SITE FROM THE PARK CITY HISTORIC SITES INVENTORY. The Historic Preservation Board may remove a site from the Historic Sites Inventory.

(1) CRITERIA FOR REMOVAL.

(a) the Site no longer meets the criteria set forth in 15-11-12(A)(1) or 15-11-12(A)(2) because the qualities that caused it to be originally designated have been lost or destroyed.

(b) the Building (Main, Attached, Detached or Public), Accessory Building, and/or Structure on the Site have been demolished, or

(c) additional information indicates that the Site does not comply with the criteria set forth in 15-11-12(A)(1) or 15-11-12(A)(2).

(2) PROCEDURE FOR REMOVAL.

(a) Complete application. The Application shall be on forms as prescribed by the City and shall be filed with the Planning Department. Upon receiving a complete Application for designation, the Planning staff shall schedule a hearing before the Historic Preservation Board within thirty (30) days.

(b) Notice. Prior to taking action on the Application, the Planning staff shall provide public notice pursuant to section 15-1-21 of this Code.

(c) Hearing and Decision. The Historic Preservation Board will hear testimony from the Applicant and public and will review the Application for compliance with the "Criteria for Designating Historic Sites to the Park City Historic Sites Inventory". If the HPB finds that the Application does not comply with the criteria set forth in section 15-11-12(A)(1) or section 15-11-12(A)(2) the Building (Main, Attached, Detached or Public) Accessory Building, and/or Structure will be removed from the Historic Sites Inventory. The HPB shall forward a copy of its written findings to the Owner and/or Applicant.

(d) Appeal. The Applicant or any party participating in the hearing may appeal the Historic Preservation Board decision to the Board of Adjustment pursuant to Section 15-10-7 of this Code. Appeal requests shall be submitted to the Planning Department within ten (10) days of the Historic Preservation Board decision. Notice of pending appeals shall be made pursuant to Section 15-1-201 of this Code. Appeals shall be considered only on the record made before the Historic Preservation Board.

15-15 DEFINITIONS

15-15-1.84. **Essential Historical Form.** The physical characteristics of a Structure that make it identifiable as existing in or relating to an important era in the past.

15-15-1.211. **Site.** An area, Lot, or piece of land where a Building (Main, Attached, Detached or Public), Accessory Building(s), and/or Structure(s) were, are, or will be located.

These proposed changes, if adopted, will require the defined terms in 15-15 DEFINITIONS to be renumbered. A complete renumbering is not provided in this staff report.

EXHIBIT B

Data available to aid in establishing the Park City Historic Sites Inventory

The following methodology was used to complete the 2006-2007 Historic Building Inventory and much of the information gleaned during that process should be used to establish the Park City Historic Sites Inventory with Landmark Sites and Significant Sites.

Written Record

Prior to the start of fieldwork in 2006, copies of previously completed surveys were reviewed. Those surveys included the 1979 Park City Main Street Historic District survey, the 1982 citywide survey, and the 1984 and 2000 (update) Residences of Mining Boom Era Park City surveys. Though not officially recognized by Park City Municipal Corporation, both the 1995 Park City Reconnaissance Level Survey and the 1999 Ski Area Mine Industry Sites Survey were also reviewed. Based on the information noted in these surveys, 571 properties were identified as either undeniably or possibly historic sites. The properties were organized by address and served as the basis for the fieldwork. As the fieldwork progressed, properties not recorded in any of the previous surveys were added to the list while others were eliminated due to duplication, demolition, or reporting inaccuracies.

Regardless of the information found in previous surveys, each property encountered during the fieldwork phase that met the survey boundary criteria (Park City Municipal boundaries as of March 1, 2006) was recorded on a Reconnaissance Survey Form. The form includes present address, estimated date of construction, exterior materials, height, architectural style, building type or plan, original use, and brief comments. On a limited basis, the fieldwork was augmented by a cursory review of sources including, SHPO survey files, SHPO National Register files, tax photographs, previous survey materials, building permit files, the County Tax Assessor database of property tax information, and materials held at Park City Historical Society and Museum.

Photographic Record

Each site was documented using a Kodak DX7630 35mm digital camera with a 3x optical lens. Digital images are retained in two formats; 1) on CD/DVD-ROM's are images saved in JPG format at 2856 x 2142 pixels (230 dpi, 18,352.66 KB uncompressed file size) and organized alphabetically by street name and then by building/house number; 2) on each Digital Contact Sheet are eleven images in JPG format at 460 x 345 pixels (230 dpi) organized alphabetically by street name and then by building/house number.

Evaluation Criteria - Primary

Each property was first evaluated to determine substantial compliance with the standards of review set forth in Park City Municipal Corporation's Title 15 Land Management Code, Chapter 11 Historic Preservation, Section 12 Determination of Historical Significance. Buildings found to substantially comply with the standards of review found in Title 15-11-12(A) are shown in the Digital Contact Sheets.

Evaluation Criteria - Secondary

A second evaluation of each building surveyed was based on criteria developed by the State Historic Preservation Office to determine compliance with National Register requirements regarding age and integrity. These requirements, outlined in federal regulations 36 CFR 60 and

National Register Bulletin 15, assert that a building should be at least 50 years old (with some exceptions) and retain its integrity in order to be eligible for listing in the National Register of Historic Places. Once evaluated, a building is given an evaluation code of A, B, C, or D. An evaluation code of 'A' means the building is at least 50 years old and is unaltered or has had only minor alterations or additions. These buildings may be individually eligible for listing in the National Register of Historic Places. An evaluation code of 'B' means a building is at least 50 years old, but has had more substantial alterations than a building receiving an 'A' evaluation. Buildings receiving a 'B' evaluation may be eligible for the National Register as part of a potential historic district or for historical rather than architectural reasons. An evaluation code of 'C' means a building was built during the historic period, but no longer retains its integrity due to major alterations or additions. These buildings are ineligible for the National Register of Historic Places, but may still play an important role in interpreting local historical development patterns. Finally, an evaluation code of 'D' means that the building was constructed outside of the historic period and, therefore, is not eligible for listing in the National Register of Historic Places. To extend the usefulness of this inventory, buildings constructed before 1963 received both primary and secondary evaluations.

Documentation of Evaluations

Determination Worksheets were prepared for each building found to comply with the standards of review found in Title 15-11-12(A). Where additional information was gathered from outside sources, that information is provided in a supplemental section of the Determination Worksheet.

The National Register of Historic Places evaluation codes are recorded on the Reconnaissance Survey Forms.

EXHIBIT C
Historic District Design Guidelines
(under separate cover)



City Council Staff Report

Subject: Integrated Summit County Solid Waste Management Master Plan
Author: Jerry Gibbs
Diane Foster
Department: Public Works and Sustainability Departments
Date: October 2, 2008
Type of Item: Informational

Summary Recommendations:

Discuss and provide comments on the final draft of the Integrated Solid Waste Management Master Plan.

Topic/Description:

Discussion of the Integrated Summit County Solid Waste Management Master Plan (ISCSWMMP)

Background:

While Americans are accustomed to paying for utilities like water and electric based on use, that's not true about garbage in most places. About three-quarters of the nation's households still have unlimited disposal service. In some communities, they pay a flat annual fee. In others, local property taxes cover the tab so residents aren't aware of the cost, making the service seem free. Ever since Benjamin Franklin started a municipal service to clean the filth-strewn streets of Philadelphia in the 1750s, most Americans have viewed garbage service more like police protection. "If you get burglarized, you don't pay extra," says William Rathje, a retired Stanford archaeologist who has studied trash for years. "Garbage service became like a human right, because it was to protect you." (Excerpt from Wall Street Journal, July 29, 2008). Summit County is no exception.

If you take the total trash generated in Summit County and divide by the total population of Summit County, Summit County generates 6.2 lbs/day/person trash and 1.35 lbs/person/day recycling respectively. National average is 4.6 lbs/day/person trash and 1.5 lb/person/day recycling respectively. Recycle Utah estimates the Park City area generates approximately 13 lbs/day. The difference of trash generated in Park City area can be explained by the resort nature of our community and transient population. It also identifies an opportunity to improve our recycling opportunities.

City Council adopted a joint Letter of Intent (LOI) on April 19, 2007 with Summit County and the Snyderville Basin Water Reclamation District (SBWRD) identifying two action items. The first was to equally fund a permanent HazMat trailer to be located at the Summit County Landfill (completed) and the second item was to fund equally with Summit County a Solid Waste Master Plan Study with the SBWRD funding the

remaining 20%. Summit County in cooperation with Park City and SBWRD selected CH2M Hill to complete the solid waste master plan.

CH2M Hill was asked to:

- Identify waste management practices that improve and expand the existing County waste reduction programs
- Identify waste diversion alternatives that the County can implement to achieve a 30 percent diversion rate by 2010, a 50 percent diversion rate by 2020, and a 70 percent diversion rate by 2030
- Determine the County's solid waste disposal requirements for the next 30 years and identify options to meet the projected volume of waste
- Suggest methods of enhancing current hazardous waste management programs
- Provide an overview of options for managing the County's green waste and wastewater treatment plant sludge (bio-solids)

Analysis:

Kevin Callahan, Public Works Administrator will be present to discuss the finds of the Master Plan Study. The table below is a summary of the recommendations from the study.

TABLE: Summary of Recommendations

Recommendation	2009	2010	2011–2020
Waste Diversion			
Expand voluntary residential curbside / drop-off recycling	✓	✓	✓
Mandatory commercial cardboard recycling	✓		
Implement composting program	✓		
Implement reduction/recycling education program	✓	✓	✓
Implement other incentives, programs, and training to increase diversion (see section for details)	✓	✓	✓
Evaluate waste volume collected and public participation and expand HHW collection	✓	✓	
Landfill Capacity			
Permit a new landfill at Three Mile Canyon site	✓		
Landfill Operations			
Implement procedures to maximize remaining air space	✓		
Place waste in order to improve current stability issues	✓	✓	✓
Biosolids			

TABLE: Summary of Recommendations

Recommendation	2009	2010	2011–2020
Phased approach for biosolids disposal that works with the current and future operations at the Three Mile Landfill; may include codisposal in a new lined cell	✓	✓	✓

Managing trash is no longer just a matter of finding another place to put it. A top priority of this City Council is community sustainability. The Master Plan addresses many issues related to City Council's 2008 Target for Action-Top Priority "Trash and Recycling and Community Sustainability". A key concept to understand is waste diversion. Waste diversion means redirecting valuable resources away from landfill disposal through Reduce, Reuse and Recycle programs. Consumers are urged to: reduce the amount of garbage they create by shopping wisely; to reuse products rather than buying disposables; to recycle household materials and compost garden waste. The study identified the current diversion rate in Summit County at approximately 18% from recycling. The higher than expected diversion rate can be attributed to the County-sponsored programs (4.5%), Recycle Utah (3.78%), and private vendors (9.72%) of the 18% respectively.

Summit County has installed a new public drop-off center at Three Mile. The Center is diverting over 60% of the wastes from self haulers that used to go in the landfill to reuse or other diversions. The County is estimating the Center will divert an additional 2,000 tons of trash per year from entering the landfill.

Commercial businesses in Summit County generate about 2/3rds of the municipal solid waste going into the Three Mile Canyon Landfill. Commercial businesses recycle at a much lower rate than residents. One of the keys to achieving a higher diversion rate will be to develop cost effective programs that business can use to recycle. This will require a comprehensive approach of education, new recycling infrastructure and a rate structure that supports recycling. The ISCSWMMP is recommending mandatory recycling of commercial cardboard in order to achieve the diversion goal of 30 percent by 2010.

There are a number of successful waste diversion programs in place in other communities. "Change your ways and save some change", "Don't Trash Michigan", Moab Solution's "Respect, Rethink, Reduce, Reuse, and Recycle" or "Rethink Garbage". Staff would suggest a discussion on the proposed target date of 2020 to reach a 50% diversion rate countywide. California and many other communities have a 50% goal in their current recycle program.

EXHIBIT 15**Waste Diversion Implementation Timetable**

Program	2009	2010	2011-2020
Expand voluntary curbside and drop-off recycling	✓	✓	✓
Mandatory recycling of commercial cardboard	✓		
Develop composting program for all green waste	✓		
Implement recycling and waste reduction education programs	✓	✓	✓
Expand the existing commercial recycling programs	✓	✓	✓
Expand HHW diversion	✓		
Implement landfill mall and exchange program	✓		
Expand composting to include food waste and possibly biosolids		✓	
Implement commercial waste generator incentives	✓	✓	✓
	Adopt new rate ordinance	Implement the new rate	

NOTE:

✓ Indicates waste diversion activity should be initiated during specified year in order to achieve goals

A third recommendation would be to discuss the possible financial implications to Park City on implementing any of the recommendations.

The executive summary of the Integrated Summit County Solid Waste Management Master Plan follows the staff report. A copy of the final draft of the ISCWMMP can be found on the city's web page:

<http://www.parkcity.org/onlineservices/downloadabledocs.html>.

Staff has identified four areas Summit County should include in the master plan or immediately following the adoption of the master plan. Council may have additional items or modify staff recommendations. Staff is requesting direction to respond to the draft ISCSWMMP.

Staff Recommendations:

1. Summit County should return with a implementation plan on how the diversion goal will be achieved within the time frames proposed.

2. Summit County should develop and implement a strategy involving all sectors of the community in a mandatory commercial cardboard recycling program.
3. Summit County should develop a partnership approach with Summit County communities, community recycling groups, private recycling businesses and interested citizens develop and initiate a waste diversion/ reduction/ recycling education program supporting recommendations 1 & 2.
4. Summit County should identify the potential financial impacts to each community of any enhanced or new program identifying the sustainable value not just the direct cost.

Department Review: The following departments have had an opportunity to review and comment, Public Works, Sustainability, Legal and City Administration. Legal has suggested reviewing potential [impacts on the city's current insurance coverage as Park City's involvement increases in the solid waste and recycling areas.](#)

Alternatives:

A: Discuss and provide comments to Summit County on the Integrated Solid Waste Management Master Plan.

B. Continue the item

Significant Impacts:

Regional collaboration/ partnerships and sustainability are high priorities for Summit County, SBWRD and PCMC. The three entities share the goals to reducing waste and further sustainable solid waste management through managing solid waste as a resource rather than a waste, reducing waste streams and minimizing the amount of household hazardous waste entering our landfills.

Recommendation:

Discuss and provide comments on the final draft of the Integrated Solid Waste Management Master Plan.

Executive Summary

In 2007, the Summit County Commission established solid waste and recycling management as a priority for future County action. In addition, Utah Governor Jon Huntsman, Jr., signed the Western Climate Initiative and Park City Mayor Dana Williams signed the U.S. Mayor's Climate Protection Agreement, both of which identified improved solid waste management as a tool to combat climate change. These developments, in conjunction with a rapidly expanding population and burgeoning tourism industry, created the need for a comprehensive strategic waste management plan for Summit County. To address this need, Summit County, Park City, and the Snyderville Basin Water Reclamation District collaborated to provide joint funding for the development of this Integrated Solid Waste Management Master Plan (ISWMMP), which identifies short-term and long-term waste management alternatives Summit County can implement to improve their overall waste management program.

In response, a waste diversion plan has been developed with the following goals: (1) achieve a 30 percent diversion rate by 2010, (2) achieve a 50 percent diversion rate by

2020, and (3) achieve a 70 percent diversion rate by 2030. Numerous waste diversion options were examined, including the expansion of existing commercial, curbside, and drop-site recycling programs; regulatory programs (such as mandatory recycling and rate incentives); partnerships with private recyclers; enhancement of household hazardous waste collection efforts; composting; and recycling education programs. Options considered viable are listed in Exhibit ES-1.

Summit County currently operates two landfills. The Three Mile Landfill is located near Rockport Reservoir and takes municipal solid waste (MSW). The Henefer Landfill is located near the town of Henefer and takes construction and demolition (C&D) waste. It is projected that there are about 5 to 7 years of life remaining at the Three Mile Landfill and about 9 to 11 years of life remaining at the Henefer Landfill. The relatively short life expectancies for both landfills can be attributed to many factors, including a substantial increase in projected waste generation due to population growth and increased tourism. The long-term benefits of the diversion plan for solid waste are evident, as cumulative solid waste disposal could decrease by as much as 40 percent by 2030. The benefits of implementing the diversion plan are readily apparent for the Henefer Landfill, extending its life by up to 5 years, from 2017 to 2023. Implementation of the waste diversion plan will have limited impact on the remaining life of the Three Mile Landfill, extending it by only 1 year. Based on the short remaining life of the Three Mile Landfill, Summit County should consider initiating permitting efforts for a new solid waste landfill in the near future.

Recommendations to extend the remaining life of the two landfills include optimizing operations by reducing the working face and increasing the compaction of waste, resulting in increased density. Currently, daily cover is applied at the landfill at the end of each work day, and this cover uses up about 25 percent of the landfill space. Implementing an alternative cover material (ACM) would help extend landfill life. Regardless of the success of diversion programs or actions to extend landfill life, it is recommended that Summit County immediately begin making arrangements to permit and develop replacement landfill capacity.

Alternative methods for disposing of biosolids, which are generated at the Snyderville Basin Water Reclamation District's two wastewater reclamation plants, were evaluated. The alternative methods analyzed included codisposal with solid waste at the Three Mile Landfill, a monofill, aerated static pile composting, and digestion followed by composting. While codisposal is likely the least expensive alternative, digestion followed by composting offers the greatest benefits, including potential for recovered energy, no requirement for disposal, avoidance of gas buildup and leachate, and the production of recycled products.

Based on the various analyses conducted as a part of this ISWMMP, the recommended actions are shown in Exhibit ES-1.

EXHIBIT ES-1**Summary of ISWMMP Recommendations**

Summit County Waste Management Program Recommendations

1. Expand voluntary curbside and drop-site recycling to achieve the diversion goal of 30 percent by 2010
2. Implement mandatory recycling of cardboard to achieve the diversion goal of 30 percent by 2010
3. Implement composting program for the green waste
4. Initiate a recycling and waste reduction education program
5. Provide incentives, other diversion programs, and training to increase diversion rates
6. Evaluate waste volumes collected and public participation and consider expansion of household hazardous waste collection options to increase the diversion of the hazardous materials.
7. Initiate MSW landfill permitting process to permit a new landfill before capacity is reached at the Three Mile Landfill
8. Implement operational procedures (reduce working face, increase compaction, use alternative cover material) at the Three Mile Landfill in order to increase density and maximize remaining air space
9. Place waste in the existing Three Mile Landfill in a manner that enhances side slope stability
10. Consider a phased approach for disposal of biosolids (composting or monofill, transitioning to codisposal)

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 11, 2008**

Present: Mayor Dana Williams; Council members Candace Erickson; Roger Harlan; Jim Hier; Joe Kernan; and Liza Simpson

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Denise Carey, Analyst; Pace Erickson, Operations Manager; Jon Weidenhamer, Special Projects Manager; Matt Twombly, Project Manager

Historical Society: Dick Pick, Board Char; Ken Gardner, designer, Chris Wrightman, construction manager; and Sandra Morrison, Director

1. Council questions/comments. Liza Simpson commented on the good ideas learned from City Tour. Joe Kernan commented on the wider sidewalks in Boise to better accommodate outdoor dining. Candace Erickson agreed and reported on a variety of issues that will be addressed by the Legislative Policy Committee. Discussion ensued on the Marsac seismic upgrade. She discussed the progress at the Whiskey Distillery and Jim Hier commented on the Miners Day Parade. He reported on business discussed at the Uniform Building Code Committee and Chamber Board meetings. Roger Harlan pointed out that the Mayor and all members attended the City Tour this year which is significant. He discussed attending the Art Advisory Board, School Board, and Library Board meetings met last week. He encouraged the public to visit the police facility to look at the newly installed art panels. Mayor Williams commented that he was surprised to learn that McCall and Boise don't have sustainability plans. He read a letter from Howard Anderson, representing the Saddlevue HOA, thanking the Council for lowering the heights of the Snow Creek housing project. The Mayor suggested that natural gas options be discussed at the Visioning Session in January and he discussed looking at the Code to better accommodate solar applications acknowledging that some CC&Rs prohibit them. There was discussion about the orientation of the *bike-friendly* signs installed by the Mountain Trails Foundation located just beyond the city limits. He suggested that the signs be properly oriented and that the *green power community* sign be added to the pole. Jon Weidenhamer explained that these signs do not meet the City's Sign Code and were intentionally installed on County property but staff will explore this issue further.

2. McPolin Farm Strategic Plan. Denise Carey explained that staff is seeking direction on improvements to this significant piece of property, more specifically making it ADA compliant and more accessible to the public for recreation. In June 2006, the Council provided direction on capital projects which have been completed. Staff and the Friends of the Farm have fostered community use over the past six to eight years by holding events which have become very popular. The use of Farm trails and facilities have increased substantially over the years. She explained that currently she has to

meet disabled visitors on site to accommodate them and asked for input on the installation of a paved ADA connection from the SR224 underpass to the barn and shed and an ADA paved trail to the display of the Farm antique equipment,. The third request is directing staff to formulate a plan for maintenance and long-term replacement of facilities in the 2010 budget and the fourth issue involves the interpretive hiking trail.

In response to a question from Liza Simpson about budgeting maintenance for the barn itself, Ms. Carey explained that the capital improvement budget is used for projects which need to be approved by Council when there is a need. Jon Weidenhamer clarified that the building can be included in the asset management program. Jim Hier asked why the building is not part of the program now. Pace Erickson noted that the building maintenance budget provides funding to preserve the structure, but not funding for upgrades or improvements. The barn is regularly painted, the roof inspected for leaks, and that it is structurally sound. There was discussion about budgeting maintenance for all City facilities and including the property in the asset management plan.

Roger Harlan asked if it is more cost effective for staff to continue to personally escort disabled persons onto the property or if the ADA improvements are a good expenditure of tax payer dollars. Ms. Carey acknowledged that the improvements come at an expense but both staff and the walkability team feels it is important to provide better and safer accessibility, not just ADA compliance, but for the public as a whole. The road becomes rutted making it difficult for maintenance, snow removal and fire services. Matt Twombly pointed out that a paved surface is required by the Fire District to access the fire hydrant on the property which is the reason for the recommendation of using concrete for the main drive to the fire hydrant; asphalt could be used for the trails. Candace Erickson expressed that the City should lead by example in making the facility ADA accessible which is also important to the Chief Building Official. She stated that she received a call from a resident concerned about the harsh look of paving against the barn, and she agreed and would like to budget more to make it look really nice. Matt Twombly discussed identifying color concrete as an alternate option in the bid. The Mayor polled members. Jim Hier spoke about the City's use of asphalt, including purchasing equipment to recycle asphalt, and questioned the wisdom of using concrete. In response to a comment from Mr. Hier, Matt Twombly explained that WALC recommended a 10 foot wide paved trail connecting the farm trail above the buildings down along the driveway to the underpass.

Joe Kernan stated that he supports the plan as written and didn't believe the concrete drive will be very visible from the highway. Ms. Carey explained the need for a current cost estimate; \$210,000 is budgeted in the CIP for the Farm and another \$50,000 is allocated from the Walkability Fund. Mr. Twombly estimated the trails to cost \$85,000 to \$130,000. The City Manager suggested bidding the project with options like color concrete so that financial data is available.

The Mayor suggested that nothing be planted in the lower field and pointed out that alfalfa will not grow in the wetlands area. Matt Twombly explained that the

recommendation to plant alfalfa was prompted by the desire to preserve agricultural uses. Jim Hier suggested updating the chart and master plan to reflect current direction and Ms. Carey explained that some items, like the alfalfa field, is outdated. Ms. Erickson stated that she was contacted by a resident and shares the same concern about the broad statement of considering private uses at the Farm providing economic benefit. She felt this language should be discussed by members before the plan is finalized. Ms. Carey stated that this wording could be easily removed. Ms. Erickson encouraged staff to be sensitive to disturbing wildlife in the interpretive trail area with the construction of trails. Matt Twombly explained the nature of the trail which would not be paved and would remain a game trail. Tom Bakaly suggested refining the plan to reflect Council's comments and returning to Council for approval.

3. Sidewalk snow removal program, priorities and enforcement. Pace Erickson stated that this discussion is intended to obtain direction on this year's snow removal program and possible ordinance changes. Park City has been augmenting sidewalk snow removal since the early 1980s which has grown over time as more neighborhood connections were built. However, home owners continued to remain responsible to remove snow on sidewalks adjacent to their properties. He explained the priority sequence for trails and sidewalks; streets receiving enhanced service include Park Avenue, Heber Avenue, Main Street, Swede Alley, interior loop around Prospector, and Monitor Drive. Examples of privately maintained sidewalks include the interior of Prospector, Park City School District property, and Royal Street near Silver Lake Village.

The Mayor pointed out that the City may be depositing snow on cleared sidewalks. Liza Simpson asked why the tennis bubble is a third priority and Mr. Erickson explained that if snow is not removed in a timely manner, the structure will collapse and it has to be removed by hand because it is too tight to get equipment there. Hopefully this will be solved with the proposed Racquet Club remodel. With regard to the Mayor's comment, Pace Erickson explained that WALC did not render specific recommendations about existing sidewalks but provided that any new ones be evaluated for augmented snow removal service. However, service is limited with the City's current equipment and resources. Snow removal for new connections would need to be approved by the City Council as a budget option to be funded. Jim Hier believed the Mayor's concern relates to purchasing special equipment to eliminate snow being pushed back on sidewalks after it was cleared by the property owner. The Mayor clarified that if the City is intending to enforce the snow removal ordinance, that we should also be compliant. Pace Erickson stated that the City's snow crews make an extra effort not to push snow on cleared walkways which is not UDOT's policy for sidewalks adjacent to its state highways. Additional equipment has been purchased to address some of these challenges.

Mr. Erickson spoke about the process for hauling snow involving signs and public service announcements 72 hours in advance. He suggested that hauling be scheduled on set days like garbage collections, acknowledging that this plan would not have worked last year because of the amount of snow and the need to haul more frequently

than once a week. Sometimes sidewalks are the only snow storage areas available, like upper Park Avenue for example. Contracting for hauling services was discussed. Joe Kernan referred to a standard in the plan designating service a quarter mile from institutional centers and asked if this applies to Quinns Junction. Pace Erickson explained that the sidewalks are plowed around the facility but there is no trail connection now but once constructed, the area would meet the criteria.

In response to a comment from Joe Kernan about enforcement, the City Attorney explained that the main reason for placing the responsibility of sidewalk snow removal on the home owner was because of limited City resources not because of potential legal liability. Mr. Kernan felt that this provision should be re-examined because he feels it is not an efficient plan.

Pace Erickson continued that currently, the code enforcement staff only responds to complaints about sidewalk snow removal when reported and no one actively monitors the condition of sidewalks. Enforcement often focuses on illegally parked cars but because of walkability projects it is important to look at present habitual problems. Maintaining bus stop areas without shelters was discussed. Pace Erickson emphasized the availability of a process for residents requesting an elevated level of service. The ordinance, as written, is very difficult to enforce because there are so many special circumstances. In exploring amendments, staff identified critical sidewalks, paths and stairways serviced by Park City which ties into the spine concept and those to be maintained by private property owners, for example, the Prospector Square business district. Non-critical sidewalks and/or trails that are exempt from the ordinance because they are considered insignificant will also be designated. He believed that the public and code enforcement staff would be better served setting forth clearer guidelines. Jim Hier asked if staff intends to list exemptions. Mr. Erickson explained that using a color coded trail map is contemplated and Mr. Hier suggested identifying pathways that are required to be cleared, noting that all others are considered exempt. Pace Erickson appreciated the suggestion.

Joe Kernan believed that if an area is critical, the City should remove the snow. Not all commercial areas have the benefit of a property owners association and the local government has the ability to remove snow more efficiently than any individual. Jim Hier felt that once the list is prepared and presented to Council, the extent of snow removal services for sidewalks will be clearer. Roger Harlan believed that more of the public are walking and supported purchasing the best equipment for snow removal, specifically for sidewalks. All members supported staff's recommendation on developing a sidewalk plan, a strategy for regulating contractors, and a promotion to keep fire hydrants clear.

4. Historical Society – solar array and waiver of parking for Museum. The Mayor polled members who were all in favor of the parking waiver request. Jon Weidenhamer explained that the Historical Society received a grant from Rocky Mountain Power to install a solar panel on 528 Main Street. The first issue is ensuring that the present roof is not damaged with the installation; the second is requiring the

Historical Society to provide some type of supporting educational component; the third is conditioning approval on compliance with planning and building regulations; and the fourth is the responsibility of on-going maintenance and replacement. He explained that the building maintenance staff is concerned about being responsible for removing snow from the panels. Long term replacement costs are not as much of a concern. The city has agreed to be responsible for maintaining all mechanical systems which is memorialized in the 99 year lease, however, the Historical Society pays the City \$9,250 a year with increases based on the CPI. Mr. Weidenhamer suggested that the mitigation payment could be amended or the solar system could also be exempted from the lease.

The Mayor pointed out that the City's ordinance limits applications to be flush with the roof lines which is not efficient and defeats the purpose. He asked if there is a better accentuation for this installation and Ken Gardner explained that it doesn't change the efficiency that much. In response to questions from Lisa Simpson, he explained that snow is removed with a rake and it comes off easily. She brought up the option of installing a ballast mounted adjustable panel on another part of the building. Mr. Gardner noted that this idea was discussed which would be ideal because the system can be adjusted three or four times a year and the cost difference was discussed. Ms. Simpson stated that she is supportive of the project and if it is more efficient for a little more money, it may be worth it. Mr. Hier appreciated Ms. Simpson's comments but pointed out that it may cost a lot more to gain a little more power and none of this is really cost effective because it is primarily an educational demonstration. It was pointed out that the cost difference is \$3,600, which may make maintenance easier, but the adjustable type does not currently comply with Code. In the interest of expediency, Mr. Hier suggested focusing on the original request for a flush mount, because amending the Code will take some time. Sandra Morrison added that a structural engineer has not evaluated an adjustable mount on the old library portion of the roof. Mr. Gardner stated that the gain in efficiency is about 10%. In response to a question from Liza Simpson regarding the need to make a decision so quickly, Mr. Gardner explained that the urgency comes from running conduit. Warranty and replacement provisions were described. Jim Hier emphasized that this is a demonstration project and not significant enough to be placed in the City's asset management or replacement program.

All members were supportive of the installation of the flush mount and that the solar panel would be exempted from City maintenance to be outlined in an amended lease agreement. Pace Erickson felt that the exemption is consistent with other leases. Representatives from the Historical Society indicated their acceptance of the maintenance of the panel.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 11, 2008**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, September 11, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Ken Fisher, Recreation Director; Brooks Robinson, Planner, Tom Eddington, Planning Director; and Matt Twombly, Project Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Council disclosure - Joe Kernan disclosed that Talisker is among his recycling customers.
2. Planning update - Tom Eddington, Planning Director, reported that staff is working on a strategy for revisions to the historic inventory which is scheduled for discussion on October 2. With regard to the TZO, he pointed out construction activity at 601 Sunnyside which has received an approved historic preservation plan for the structure on site.
3. Tribute to Gary Hill – The Mayor congratulated Mr. Hill on his appointment as City Manager for the town of West Point, Utah. The Mayor noted his promotions and accomplishments over the years from 2000, specifically his lobbying skills and dedication to the community.

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

Election reform – Kathy Dopp, resident, explained that Utah's voting system is flawed because it drops entire touch-screen memory card counts and the problem will not be fixed in the short term. She referred to and detailed her hand-outs describing opportunities for potential fraud and she pointed out that several states are scrapping touch-screen machines entirely. Utah election procedures are among the most secretive because the open records law does not apply to election records so the public has no oversight. She stated that Alice Steiner, League of Women's Voters, has been helping her with the effort to change the election laws so there is public oversight, manual audits, and an independent expert study of Utah's voting system. She requested Council's assistance in arranging meetings with state legislators. Candy Erickson and the Mayor agreed to meet with her and Ms. Steiner.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 21, 2008

Roger Harlan made a minor correction, "I move approval of the work session notes and meeting of August 21 with the noted correction". Jim Hier seconded. Motion unanimously carried".

V RESIGNATIONS AND APPOINTMENTS

Reappointment of Rob Lea for a term expiring July 1, 2011; appointment of Kraig Moyes for a term expiring July 1, 2011; and appointment of Kathy Kahn to fill an unexpired term from January 1, 2009 to July 1, 2009 to the Recreation Advisory Board – Candace Erickson, "I move we reappoint of Rob Lea and the appointment of Kraig Moyes and Kathy Kahn to fill terms on the Recreation Advisory Board". Jim Hier seconded. Motion unanimously carried.

VI OLD BUSINESS (*Continued public hearings*)

Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT) – The Mayor invited the public to comment and opened the public hearing. With no comments, he asked for a motion to continue to September 18. Jim Hier, "I so move". Roger Harlan seconded. Motion unanimously carried.

VII NEW BUSINESS (*New items with presentations and/or anticipated detailed discussions*)

1. Consideration of an Ordinance amending the Risner Ridge Subdivision Plat, Park City, Utah – and

2. Consideration of an Ordinance approving the Risner Ridge No. 2 Subdivision Plat Amendment, Park City, Utah – Brooks Robinson explained that amendments are requested for two plats to add plat notes relating to setbacks and protective covenants. The Planning Commission reviewed the applications and forwards positive recommendations based on the ordinances. The Mayor opened the public hearing and with no input from the audience, closed the hearing. Jim Hier, "I move we approve the amendment to the Risner Ridge plat amendment and the Risner Ridge No. 2 Subdivision Plat based on findings of fact, conclusions of law, and conditions of approval as found in the draft ordinances". Liza Simpson seconded. Motion unanimously carried.

3. Consideration of an Ordinance approving the 1185 Empire Avenue plat amendment, located at 1183, 1185, and 1195 Empire Avenue, Park City, Utah – Brooks Robinson stated that the request is to combine three and three-fourths platted lots into two lots of record. Two structures exist on the property, neither of which are historic, and the single family home has an approved demolition permit. The underlying lot lines

intersect the buildings and the amendment would correct the non-compliant situation, including the remaining duplex on the property. The Planning Commission forwards a positive recommendation; there was no public input at the meeting. The Mayor opened the public hearing and with no comments, closed the public hearing. Jim Hier, "I move we approve the 1185 Empire Avenue plat amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance". Joe Kernan seconded. Motion unanimously approved.

4. Consideration of an encroachment agreement with the Snyderville Basin Water Reclamation District for the Old Town Park, in a form approved by the City Attorney – Matt Twombly explained that the Old Town Neighborhood Park project has been in the works for a couple years and the conceptual plan was reviewed and accepted by the neighborhood. Staff has been working with IBI Group to develop construction drawings. In order to provide public and ADA access to the park, a bridge over the creek needs to be constructed. Two sewer easements exist on the property and an encroachment permit is needed from SBWRD who requested an access agreement from the City when the encroachment permit is granted. The access agreement is contemplated for the purpose of accessing the sanitary sewer easement paralleling Main Street for pedestrian access and not for vehicles. The Mayor invited public input; there was none. Jim Hier, "I move that we approve the access easement and encroachment agreement with the Snyderville Basin Water Reclamation District for the purpose of accessing the sanitary sewer within the existing easement paralleling Main Street on City and private property". Roger Harlan seconded. Motion unanimously carried.

5. Consideration of a construction contract in the amount of \$121,913 to DRD Paving LLC, in a form approved by the City Attorney, for the construction of the Old Town Park – Matt Twombly stated that the project was put to bid and five contractors responded. Staff recommends award of contract to the low bidder DRD Paving. In response to a question from Candace Erickson about elements of the project, Mr. Twombly clarified that there will be a wood bridge over the creek, ADA ramp from Main Street, boulder retaining walls, seating area, shade structure, landscaping, and irrigation. The Mayor invited input; there was none. Roger Harlan, "I move approval of a construction contract in the amount of \$121,913 to DRD Paving, in a form approved by the City Attorney, for the construction of the Old Town Park". Candace Erickson seconded. Motion unanimously carried.

6. Consideration of a professional service provider contract with VCBO Architecture, in a form approved by the City Attorney, for architectural services for the remodel and renovation of the Racquet Club located at 1200 Little Kate Road in the amount of \$547,000 – Ken Fisher stated that in July 2008, staff advertised for design services and five proposals were submitted. The nine member selection committee recommends VCBO because of its past experience in providing architectural services in recreation planning and its thorough approach to the City's requested scope of services. VCBO also has vast experience in working with LEED certification on new and remodeled structures. The original scope was expanded to include the rebuilding of the seven outdoor tennis courts which will be funded through the asset management fund

and expanded to include civil engineering, landscaping, and energy modeling. During the design process, energy usage will be examined and with the increased scope of work, VCBO's fee increased from \$480,000 to \$547,000, representing about 6.5% of the total budget. By way of comparison, Mr. Fisher pointed out that architectural costs for China Bridge amounted to about 4%, the police station 5.5%, and the Marsac and shell space 9%. The project was reviewed during the capital improvement priority process and allocated \$460,000. Jim Hier asked how much of the \$67,000 increase is for the design of the tennis courts managed by the asset management fund. Ken Fisher stated that he does not have a break-down on that element. Tom Bakaly stated that if there is a desire, a proportionate share for the tennis courts can be removed from the asset management fund which will not affect the action of awarding the contract.

Mr. Hier asked if fees are based on the project total, what happens if the actual costs come in lower; are the fees reduced correspondingly. Mr. Fisher felt that if the product is a smaller facility or the remodel costs a lot less, the contract would have to be renegotiated. Mr. Hier felt if costs come in less, there should be provision in the agreement about adjusting architectural fees. Matt Twombly clarified that percentages have been discussed tonight but the contract is written to provide a construction amount for the work. Mr. Hier referred to a letter from VCBO referring to costs based on an \$8.5 million construction budget.

Joe Kernan expressed the importance of improvements meeting the long-term needs of the community and pointed out desired amenities identified in the recreation survey which will not be considered in this phase. He asked if the layout will be flexible enough and compatible to accommodate new programs. Ken Fisher agreed that flexibility is key which will be considered during the design but the project does not contemplate adding much more square footage. Additional tennis courts or a walking/jogging track would be elements in a future phase. Roger Harlan believed this is an important point, and discussed significant structural problems which will be addressed in the first phase. Mr. Hier clarified that 20,000 square feet of building will be torn down and rebuilt; it is a total reconstruction of the facility.

The Mayor requested that the VBCO conduct public meetings on design concepts and that this responsibility be included in the contract. Ken Fisher estimated at a minimum, three open houses at the Racquet Club. Mr. Kernan explained that he is not concerned about finishing the rooms with expensive materials as long as the construction is functional. Ken Fisher expressed that his goal would be to build to most energy and cost efficient recreation facility possible. At the same time, it is important that the building is compatible with the Park Meadows neighborhood.

Mr. Hier pointed out the not to exceed amount of \$547,000 and suggested that the recommendation be modified to include incremental review of costs and status throughout the project and at a minimum at every phase. Ken Fisher responded that it is a fixed price not to exceed \$547,000 and any cost increases would require an amendment to the contract. Tom Bakaly suggested additional language relating to the review of the estimated project budget amount for each phase upon the completion of

each phase which would provide an opportunity to control the scope of services and the associated cost. Mark Harrington recommended that clarifying language be added; there is flexibility for the Legal Department to work with VCBO without the contract returning to Council. The Mayor invited input.

Alex Butwinski, resident, felt that VCBO should provide a fixed price based upon scope; he has always struggled with percentages and felt the contract should be renegotiated. Based on a \$200 per hour architectural fee, the contract represents 2,500 man hours of work.

Jim Hier pointed out that the agreement includes construction management services. The Mayor reiterated that the contract should be amended to include three public meetings in Phase 1 to be hosted by VCBO and Tom Bakaly pointed out that wording can be added to Addendum A so that it is clear that is not a percentage-based contract. Liza Simpson, "I move to enter into a professional services agreement with VCBO Architecture, in a form approved by the City Attorney's Office, reflecting the musings of the City Council at large for architectural services to the remodel and renovation of the Racquet Club, located at 1200 Little Kate Road, in the amount of \$547,000". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Nay
Liza Simpson	Aye

VIII ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

X 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, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Gary Hill, Special Project Manager; Kent Cashel, Deputy Public Works Director; Kathy Lundborg, Water Manager, Tom Eddington, Planning Director; and Mark Harrington, City Attorney. Candace Erickson, "I move to close the meeting to discuss property and litigation". Roger Harlan seconded. Motion carried unanimously. The meeting opened at approximately 4 p.m. Jim Hier, "I move to open the meeting". Joe Kernan seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 18, 2008**

Present: Mayor Dana Williams; Council members Candace Erickson; Roger Harlan; Jim Hier; Joe Kernan; and Liza Simpson

Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Phyllis Robinson, Public Affairs Manager

Craig Elliott, Elliott Work Group; and Shauna Kerr, attorney for Windrift Condominiums

1. Council questions/comments. In response to a question from Joe Kernan about tax revenues, the City Manager reported that overall sales taxes are up slightly from last year. Roger Harlan commended the Leadership selection process and asked the status of the two economic development grants where he understood updates are required to be provided by recipients. The City Manager stated that staff will follow up. Mr. Harlan noted the article on Boise in *USA Today*. Candace Erickson discussed Recycle Utah programs. The County instituted a hazardous waste program for small businesses and she pointed out the good job the landfill is doing in separating waste and recyclable materials. Jim Hier reported on the HMBA meeting who is working on a policy for street closures. Liza Simpson discussed the HPB meeting and her involvement with the seasonal housing task force. Mayor Williams stated that he met with the Park City Foundation and invited the group to update members at a future work session. He referred to a letter emailed to Council members from the American Chemistry Council who were under the impression Park City was banning plastic bags. The Mayor stated that he contacted the ACC with the correct information.

2. Snow Creek community housing design. Phyllis Robinson stated that representatives from the Department of Energy's Building America Program met with staff on the Snow Creek Project. They were so impressed that they are proposing that this project become one of their national models.

Ms. Robinson explained that on August 28, 2008 the Council reviewed a revised unit design that reduced the elevations and eliminated the need for a height exception, previously granted by the Planning Commission. In response to additional direction from members, staff looked at the number of bedrooms to evaluate unit mix, the size of garages, and variation of exterior elevations. The Elliott Work Group designed a two bedroom unit that could be incorporated into three lots within the subdivision, providing ten larger units. The team examined a number of options to incorporate a two car garage but the challenge is the narrow footprint at 26 feet without making the garage element the focal point. She noted that it is staff's position that given the location of the project and its sustainability goals, to limit the size of the garages. If the two car garage is pursued, it is likely that an amendment to the MPD would be required.

Craig Elliott, through illustration of renderings, discussed revised elevations with lower profiles and roofs oriented to capture solar power. The houses with the lowest profiles are located on the highest fill areas and he felt there is significant variation of style and scale on the street. An aerial visual was displayed to better illustrate the scale of the project. He detailed the two bedroom floor plan with a one car garage; the units are just below 1,300 square feet with adequate storage and living space. He then discussed the floor plan for the three bedroom version with a flex room and opportunities for private outdoor space and natural cooling in the house. In response to a question from Shauna Kerr, Esq., Mr. Elliott stated that there is a window in the flex room and a closet. He displayed elevations illustrating variation of design and explained the associated floor plans.

Roger Harlan suggested paving a pull-out space next to the driveway since these are one-car garages. Mr. Elliott stated that this is being considered for units closest to the street. Candace Erickson asked if there is any way to locate a two bedroom across from the Windrift Condominiums and Mr. Elliott explained that there is no way to capture solar power for the two bedroom design. Because the location has the least amount of fill, he felt it is a trade-off with regard to profile. Shauna Kerr expressed that the flex room could be turned into a fourth bedroom because it has a window and a closet and it is likely the unit would have four cars at some point. She questioned if this use works with a single car garage and pointed out the parking problems at Silver Meadows.

Liza Simpson discussed the merit of a flex room which can change as a family's lifestyle changes. Ms. Kerr interjected that affordable housing tenants tend to maximize occupancy and Joe Kernan disagreed pointing out a number of single occupied three bedroom units at Silver Meadows. Mr. Elliott spoke about design changes to accommodate a side-by-side or a tandem two car garage and pointed out that a smart car could actually be purchased for the same price. Jim Hier recommended restricting overnight parking; encouraging fewer cars is a good thing to be doing and there is a big parking lot across the road. Ms. Kerr stated that if a unit has four cars, it will not meet the parking requirement of the MPD and Phyllis Robinson explained that an affordable-MPD requires one space per bedroom and a regular MPD requires two parking spaces per unit equivalent. This was not processed as an affordable-MPD. Ms. Kerr understood that it wasn't, but asked why staff arrived at this *legal fiction* requiring less parking than would be required of an affordable-MPD when it is a housing project. Ms. Robinson disagreed pointing out that low-end properties may draw more people living there especially in rental units. The Snow Creek units are properties selling for \$250,000. There is no *legal fiction* because the City made a conscious decision not to pursue an affordable-MPD because it is a higher density product. There are 13 units and it is impossible to meet everyone's lifestyle and culture, but the project promotes the City's values in terms of sustainability and walkability.

Joe Kernan warned against placing too many limitations on the project; the more people living in units closer to town, the fewer cars on our streets. All members felt comfortable with moving ahead. Candace Erickson stated that she understands Ms Kerr's

concerns, but believes discouraging the use of the automobile is the direction the City needs to go.

3. Field trip to Silver Star – State of the Sundance Film Festival. Members attended a meeting at the Sundance headquarters where Sara Pearce discussed the 25th Anniversary of the Festival, community programs, the press, economic activity report, what's new for 2009, and future sustainability.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 18, 2008**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, September 18, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Diane Foster, Sustainability; and Brooks Robinson, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council disclosure - Joe Kernan disclosed that Talisker is among his recycling customers.

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

Snow Creek housing project – Shauna Kerr, attorney for Windrift Condominiums, asked how this current proposal meshes with the previous approval for the police station. The staff report references an eight acre site while the police station is located on two acres with six acres remaining, although the staff reports all calculate open space based on the eight acres. None of the reports addressed what happened at the police station and since this is the same Lot 9B, it is very relevant if part of the open space in the back was part of the calculation for the police station. She felt that some of the police station density relates to this back side. There are two instances on the police station plat where the paved areas are not designated on the plat. She admitted that the areas are small but more area is covered by density and the report refers to just less than 60% open space at that time. Ms. Kerr felt the City must make sure that there is 60% open space which is the same standard for developers, and that the back parcel contains at least 60% as well. She asked that this be re-calculated, remanded back to the Planning Commission and to look at the site in its entirety. Further, the report states that there is no unit equivalent standard for institutional uses so the commercial standard was used, so that the density attached to the police station equals five acres. Ms. Kerr understood the density was reduced upfront but initially she felt the density needed to be reduced by two acres because of lot coverage for the building. But if the density attached to the police station is five acres, a re-calculation needs to be performed. We're not dealing with a plat for a MPD on eight acres, but a MPD that has density of three acres and site coverage of six acres.

With regard to parking requirements on site, because this is not an affordable housing MPD, the City is holding itself at a lower standard with regard to parking. The suggestion to ban parking on site and park in adjacent lots seems inconsistent with what developers are told and another standard that the City is not achieving. Ms. Kerr

stated that no project is worth it if the process was flawed, curious and suspect, and results in hard feelings in the community. She stated that the people she represents are not NIMBYS, but want to make sure that our elected officials are holding themselves to the same standards or higher than developers.

The appeal process that occurred with this body hearing the appeal of its own project as the applicant is at best, curious. Acting in a quasi-judicial body and rendering a decision that is totally impartial and only based on the information presented at the hearing is impossible; we're only human beings. There are members that are invested in the project which is good but not to put yourselves into jeopardy by being the judge, jury and applicant. She stated that the Council should hire an administrative law judge, an independent party, to hear the appeal. As a former city attorney and council member, she stated that this does not pass *the smell test*. Ms. Kerr requested that this project be remanded to the staff to recalculate the MPD based on three acres left with density, six acres left of site coverage, and further remand the appeal to be heard by an independent determiner.

Jim Hier felt that the open space for the police station and this project should be recalculated and all members agreed. Ms. Kerr explained that the time for the appellants to appeal this matter to District Court is impending and if a recalculation is going to be conducted, she asked for an extension or a waiver of the deadline to file an appeal. Mark Harrington explained that the decision is final with regard to the application and the Council does not have the ability to remand as the decision-maker. As the property owner, the City could subject itself to a voluntary remand, but the decision is final and there is no opportunity for reconsideration. Shauna Kerr requested 30 to 60 days so there is time to analyze the information. Joe Kernan suggested providing an extension until the calculation is available and the matter could be extended further at that time, if needed. She asked for an extension of two weeks from the time the analysis is received. After continued discussion, it was decided to provide a two week extension or September 29 after members receive the analysis of open space in the form of a Manager's Report.

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 28, 2008

Roger Harlan, "I move approval of the work session notes and minutes of the meeting of August 28, 2008". Liza Simpson seconded. Motion unanimously carried.

V NEW BUSINESS (*New items with presentations and/or anticipated detailed discussions*)

Consideration of a Resolution declaring September 21-28, 2008 as "Bag the Bag" Week in Park City, Utah and promoting the use of reusable shopping bags – Diane Foster introduced David Gerber and Megan Fernandez from the Leadership Class. Ms. Fernandez on behalf of the Leadership Class, thanked Recycle Utah, Park City High

School Environmental Club, Sustainability Team and all of the residents who have supported the Resolution. The goal of the Class project is to promote the use of reusable shopping bags which could have a huge positive impact on the landfill. She introduced the Bag Monster, wearing close to 500 bags, which is the number used by the average American citizen every year and ends up in the landfill polluting the environment. She discussed Leadership researching sustainable practices in other communities and concluding that the best strategy for Park City is a voluntary approach to change and they would like to revisit it in a year to evaluate its success.

David Gerber discussed Bag to Bag Week where the Bag Monster will make special appearances. A local business donated 4,700 reusable bags that will be distributed throughout the week. He discussed programs targeted for elementary school kids and a media push. The group will have a table at the Park City Film Festival over the weekend with informational pieces and the High School Environmental Club will be passing out reusable bags on Saturday, September 27. Mr. Gerber asked that the Council waive the fee for temporary special use signs; all members agreed.

Liza Simpson, "I move we adopt a Resolution declaring September 21-28, 2008 as "Bag the Bag" Week and promoting the use of reusable shopping bags within Park City". The Mayor expressed his appreciation of the Leadership's Class efforts. Jim Hier seconded. Motion unanimously carried.

VI OLD BUSINESS (*Continued public hearings*)

1. Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT) – The City Attorney stated that the petitioners requested a motion to continue to October 2, 2008. The Mayor opened the public hearing and with no comments from the audience requested a motion to continue to October 2, 2008. Candace Erickson, "I so move". Roger Harlan seconded. Motion carried unanimously.

2. Consideration of an appeal of the Planning Commission's denial on June 25, 2008 of a Steep Slope Conditional Use Permit for 158 Ridge Avenue, 162 Ridge Avenue and 166 Ridge Avenue – Brooks Robinson explained that a hearing on these properties was conducted on August 21, 2008. The appellant must prove the Planning Commission erred in its decision. At the meeting, Council requested information regarding the visuals presented at the plat amendment stage last October and a survey of heights of the surrounding buildings because it was critical in the Planning Commission's decision and relevant to some discussions on compatibility in the Historic District. He referred to the PowerPoint presentation in the meeting packet prepared by the appellants and the plat amendment meeting information prepared in October.

Mr. Robison referred to a concern expressed by Commissioner Peek at the last meeting

regarding one of the garages measuring 23 feet, but it actually met the plat requirement at 21 feet. The Planning Commission found non-compliance with the setback shown at the plat stage and the applicant has expressed willingness to correct that to 58 feet consistent with the plat. If the Council decides to overturn the Planning Commission's decision, staff asks that the findings be prepared and ratified by the City Council. Final findings to deny for all three properties have been prepared and are available.

Spencer Viernes, Ray Quinney & Nebeker attorney for Silver King Resources LLC, referred to their presentation made on August 21 and asked for an opportunity to rebuke any comments or analysis tonight with respect to the Code, if needed.

Jonathan DeGray, architect, presented information through a PowerPoint presentation about building types in the neighborhood which was requested from Council last meeting. A variety of vantage points were photographed from Ridge Avenue, King Road, Sampson Avenue, Woodside Avenue, Prospect Avenue, and Ontario Avenue and Mr. DeGray pointed out a number of three and four storied buildings which were identified on the graphic by a marker. He also displayed newer three and four level construction at the end of Ridge Avenue as it meets Daly Avenue.

Mr. DeGray illustrated a slide of the building section presented during the plat process for this project. He stated that he did not produce the drawing; it was prepared by Gus Sherry. The rendering shows the building hanging out above the grade line about eight feet and four levels although the bottom level is elevated about a half flight and the building does not meet the ground. In comparison to the actual architectural section, the building falls within the height limit and the multi-storied section is further up the hill. Another difference is his building is two feet lower in grade than the plat section shows. He explained that a number of levels result in the significant vertical change. The CUP for the driveway, serving all three structures, was approved in February 2008. Additional building sections were provided to the Planning Commission at that time showing four stories on all of the plans which were displayed. The overall site plan also shows four stories for the three properties.

Mr. DeGray emphasized that he relayed to the Planning Commission that if the additional setback of five feet on Lot #3 is an issue, they are willing to increase it from 53 feet to 58 feet. The dimension of the garage on Lot #2 was an oversight on the steep slope CUP information as 23 feet but will be 21 feet and has been corrected. The incorrect drawing seems to continue to be circulated.

Joe Kernan pointed out references to four story buildings throughout the findings and the retaining structures on the side of the buildings which are not at natural grade but are a manipulation of grade in order to bury the lowest story which is not counted toward gross floor area. He asked if the use of retaining walls is typical and acceptable. Mr. DeGray responded that the Code defines stories and basements and what is allowed for the manipulation of grade. The project has taken advantage of the allowance in the LMC to bring the grade up and around those lower levels to pull them out from the building. The retaining walls allow the buildings to step back rather than

result in a vertical façade and he relayed that the Code requires stepping to tie into the natural topography. The plat was approved with constraints on square footage and footprint which resulted in this design with the basement. Brooks Robinson interjected that over the past 15 years, maximum house sizes have been noted on plats and it has been more common to see the retaining wall to accommodate the basement design to acquire the maximum square footage, since the basement is not counted. He suggested that this be addressed in future amendments to the Code, if desired by Council. Roger Harlan expressed concern if this practice encourages large four story construction accomplished with changing grade with an artificial retaining wall. Jim Hier acknowledged that the basement square footage is not counted but there could still be a four story building on the site with less square footage, but it would still look like a four story building. The fact that some of the square footage is buried underground wouldn't change the above-ground impact. He did not believe that any of the arguments in the findings for denial indicate that the square footage is too high; the focus is that the buildings are four stories. Mayor Williams asked if the intent was to include the basement square footage in the maximum 3,030 square foot maximum and Brooks Robinson responded, no and added that it was never pertinent to the Planning Commission. The staff tried to be very clear, especially in compiling neighborhood house size information, that basement square footage was excluded so that comparisons were effective and compatibility was based on the same criteria.

Jim Hier believed that at the meetings of September 27 and October 26, 2007, Lot #2 was presented as three floors with a step-down area; the floors changed from a four foot separation to a ten foot separation. Jonathan DeGray explained that the graphic of the building above-grade shows that it's hanging out in space. It needs to touch ground or the grade needs to be artificially built up. He reminded members that Mr. Sherry developed the sections based on the footprint requirements and the elevation changes between his road work and the existing grade on the lower part of the site. He couldn't explain the graphic but pointed out that even if it was a three story structure, it would have the same volume above ground. Jim Hier recalled that the other two buildings were always shown as four stories. Liza Simpson agreed that following the changing plans was confusing and pointed out that the engineer's drawing showed the buildings exceeding height limitations. Mr. DeGray interjected that this occurred prior to the restriction on the plat. Ms. Simpson continued that she contemplated the design dropping down so the height was compliant.

Sean Marquardt, agent for appellant, explained that he worked with the engineer, Gus Sherry, and discussed the definition of floor area which became a focus at the time. Because the building was hanging out, they assumed there would be a basement. He stated that they looked at Anchor Development which has a maximum above-ground square footage of about 3,025. The lot allows for a 2,200 square footprint and access off of Kind Road. Mr. Marquardt pointed out that the formula will yield over 5,000 square feet and other undeveloped properties around them will likely be in excess of 5,000 square feet as well because of the plat notes.

Jim Hier stated that Findings Nos. 7, 8, 11, and 13 all address an issue four stories, but

there isn't a finding that explains the problems and why they should be prohibited which should have been the basis for other findings regarding four stories. He finds it difficult to support those findings for denial. Finding No. 9 deals with the terrace, Finding No. 10 with building location, Finding No. 12 with setbacks, and Finding No. 14 is not specific. He understood that Finding No. 16 relating to the garage dimension issue has been remedied.

With regard to Finding No. 9, Mr. Viernes explained that the Planning Commission argued that the retaining structures were a manipulation of grade. His analysis of the LMC is that the finding is not relevant to the criteria in the LMC. Section 15-2.1-6(b) (4) provides that terrace retaining structures are allowed to retain natural grade. The June 11, 2006 staff report indicates that the retaining structures maintain natural grade. The Planning Commission finding is not supported by any factual evidence provided to them. Finding No. 10 regarding the natural topography of the site where the criteria in the Code indicates that the buildings act as infrastructure must be located to minimize cut and fill that would alter the perceived topography. There is no language in the finding of fact that indicates the natural topography has been altered, in fact the previous Finding No. 9 from the original June 11, 2006 staff report indicates that natural grade is maintained similar to the topography. Criteria No. 5 goes on to indicate that the site design and the building footprint have to coordinate with adjacent properties to maximum opportunities for open areas, preservation of natural vegetation, and minimize driveway and parking areas. Extensive discussions with the planning staff in preparing the design of the site planning for the original plat approval were lengthy and focused on site design, lot size, building footprint size, maximum square footage, inclusion of a non-disturbance area to preserve natural vegetation and the design of the driveway CUP in order to minimize the driveway and parking areas. Spencer Viernes explained that the discussions with the planning staff in preparing the designs and site planning for the original plat approval were lengthy, including the design of the driveway CUP. The Planning Commission's finding that the natural topography is very steep and the building does not correspond to the natural topography is not tied to the LMC.

Sean Marquardt commented that the Planning Commission's Finding No. 11 again states that the scale of the building is not in keeping with the Historic District, indicating that four stories are achieved only through the manipulation of exterior grade. There's no mention whether four stories is appropriate or inappropriate in the LMC nor is there any mention of number of stories in the Historic District Guidelines and is therefore irrelevant. Jonathan DeGray also pointed out that the presentation documents a multitude of existing four storied buildings within the neighborhood.

With regard to setbacks, Mr. Viernes expressed that the applicant has demonstrated a willingness to comply. The setbacks are intended to minimize a wall effect along the street and the rear property line and the size and architecture of the structure is largely a function of the restrictions placed from the plat approval process. Jonathan DeGray added that with the setbacks of 37 feet on Lot 1, 55 feet on Lot 2 and 58 feet on Lot 3 significantly exceed the normal setbacks for the zone.

Liza Simpson expressed that she is not in agreement with the appellant's argument about findings relating to four stories. She believes that the Planning Commission found that the project does not fit within the neighborhood and the findings are still valid when omitting the words "four story". Although she appreciates the visuals, examples exist that support incompatibility and she agrees with the findings.

Mr. Viernes pointed out that under the LMC, the factual findings are actually for de novo review so there's no reason to rely solely on findings. In response to a comment from Joe Kernan, Mr. Viernes felt there needs to be an objective standard that can be applied uniformly to each new development because without uniformity, actions lead toward ad hoc legislation and the general public doesn't know what to expect. He felt that compatibility should be measurable criteria so proposals can be evaluated. Jonathan DeGray added that they moved forward with discussions with staff based on the criteria of the LMC.

Mayor Dana Williams expressed that his concern dealt with compatibility acknowledging that this finding is difficult to defend through the LMC. He recognized the Council's philosophical beliefs about compatibility in the Historic District but felt that this is another discussion for another night. Candace Erickson agreed stating that she does not like the project and felt there is a *loophole* in the Code that needs to be changed. Discussion continued regarding the belief that the design of the structure without manipulation of grade would look similar above-ground because there is no height limit. Mr. Hier also noted that the Planning Commission did not seem concerned about square footage but compatibility in the neighborhood. Brooks Robinson agreed with Mr. Hier's comments about above-ground square footage. He explained that philosophically, the square footage that is buried is not an issue because it doesn't affect the visual mass and scale of the above-ground building.

Mark Harrington explained that in consideration of the previous comments and if the manipulation of grade doesn't violate the standard to minimize cut and fill that would alter the perception of natural grade it is not material to Council and therefore, the Planning Commission finding can not be supported for denial. He emphasized that this is not a *loophole* in the LMC, but a deliberate amendment to the Code.

Liza Simpson stated that she does not accept the statement that compatibility has to be completely quantifiable because it is visual. Mark Harrington agreed that it does not have to be as quantifiable as expressed by legal counsel, because the result is *cookie-cutter* designs. However, at the same time, the Code must articulate incompatibility or describe the adverse impact that can not be mitigated. The finding must be objective and if it is visual, members need to distinguish between the appellant's presentation on existing three and four storied buildings from the facts of this case. Through use of a project model, Jonathan DeGray explained the look of the structure if it were pushed back into the hillside with no terrace or retaining wall and he described a building with less square footage but a more vertical look because of no stepping. There could still be a basement.

Brooks Robinson noted that if the far north end was kept close to existing grade, then some square footage would have been counted on the lowest level (200 to 300 square feet). The Mayor invited public input.

Carlene Riley, 84 Daly, stated that this development is too big and allowing three and four storied structures on Ridge Avenue will set a precedent for the Historic District. Steep slopes should be analyzed and she wished that a smaller scale would have been determined early in the process.

With no further comments, the Mayor closed public input.

Roger Harlan brought up measuring compatibility objectively and Mark Harrington added that the compatibility analysis was submitted at the subdivision level which focused on above-ground mass. He felt providing this study is fairly objective and part of the staff's practice when faced with these questions. The problem in this instance is that the basement exception allows approximately 1,200 to 800 additional square feet depending on the application, of buried area. In terms of the finding of compatibility and how it compares to the presentation is the crux of the issue. Finding No. 1 was clarified as being the criteria in the Code for a steep slope CUP and there was discussion about the intent of terracing to avoid steep flat building facades. Brooks Robinson pointed out that steep slope criteria encourage that the building be broken up into smaller components. Jim Hier stated that in his opinion, four stories are allowed by the footprints dictated on the plat with no restriction on total height. If it is not compatible with the neighborhood it can't be because of total square footage and it's not because of manipulation of natural grade because the resulting structure would be similar. Liza Simpson did not believe that the project follows the natural topography. The presentation photos show houses on hillsides while the Ridge Avenue structures are on a bench area. The Mayor emphasized that if the design followed natural topography, the look and visual impact of the resulting buildings would not be very different.

Jim Hier, "I move that we direct staff to prepare findings for approval of the CUP for 158, 162, and 166 Ridge Avenue based on modifying the findings based on the initial findings prepared for approval in a prior packet". Joe Kernan seconded. Roger Harlan believed that the project will be most visible from Prospect Avenue but not other viewpoints. Motion carried.

Candace Erickson	Nay
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye
Liza Simpson	Nay

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

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 2:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Jerry Gibbs, Public Works Director; Kathy Lundborg, Water Manager; Tom Daley, Deputy City Attorney; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss property, litigation and personnel". Jim Hier seconded. Motion carried unanimously. The meeting opened at approximately 4 p.m. Jim Hier, "I move to open the meeting". Candace Erickson seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder



City Council Staff Report

Subject: DWR Financial Assistance Application
Author: Bret Howser
Department: Budget, Debt, & Grants
Date: October 2, 2008
Type of Item: Legislative

Summary Recommendations:

Staff recommends that Council authorize the Mayor to sign the Application for Financial Assistance from the Utah State Board of Water Resources as the Presiding Officer for Park City Municipal Corporation.

Topic/Description:

Authorization to sign an application to the State Board of Water Resources (BWR) requesting financial assistance in the form of an interest buy-down of future Water Revenue Bonds, or bonding insurance, or other means, in conjunction with the budgeted and proposed water import and infrastructure projects.

Background:

State Code, Section 73-10-1(7), provides revolving funds to give technical and financial assistance to water users to achieve the highest beneficial use of water resources within the state. The BWR administers three revolving construction funds: the Revolving Construction Fund, the Cities Water Loan Fund, and the Conservation and Development Fund. Funding is available for projects that conserve, protect, or more efficiently use present water supplies, develop new water, or provide flood control.

The FY 2009 Budget adopted by Council in June 2008 anticipated that bond proceeds from Water Revenue Bonds would fund a portion of the approved water infrastructure and importation projects. The BWR administers financial assistance alternatives such as letters of credit, bond insurance, and various methods of interest buydown, instead of directly funding construction of project features. Staff has filled out an application for assistance, which requires a signature from an authorized "Presiding Officer." Staff is now requesting that Council authorize the Mayor to sign the application as the Presiding Officer for the City.

Analysis:

Through the attached application, the City is requesting that the Division of Water Resources consider buying down the interest rate on an anticipated water revenue bond to 4% as one of the financial assistance alternatives. The City's financial adviser informs staff that this could save the City between five and ten basis points. Staff estimates that would result in a savings between \$2 million and \$4 million over the life of the bond.

Department Review:

Budget, Debt, & Grants; Public Works; Legal; City Manager

Alternatives:**A. Approve:**

Authorizing the Mayor to sign the financial assistance application would allow staff to submit the request to DWR and move forward with the water infrastructure projects as planned and budgeted this fall.

B. Deny:

Without the authorization, staff would not be able to submit the application, which could result in increased financing expenses for the project.

C. Modify:**D. Continue the Item:**

Same effect as B.

E. Do Nothing:

Same effect as B.

Significant Impacts:

Authorizing the Mayor to sign the financial assistance application would allow staff to submit the request to DWR and move forward with the water infrastructure projects as planned and budgeted this fall.

Consequences of not taking the recommended action:

Without the authorization, staff would not be able to submit the application, which could result in increased financing expenses for the project.

Recommendation:

Staff recommends that Council authorize the Mayor to sign the Application for Financial Assistance from the Utah State Board of Water Resources as the Presiding Officer for Park City Municipal Corporation.

Attachments:

A – Application for Financial Assistance from the BWR

Application No. _____
Date Received: _____

APPLICATION FOR FINANCIAL ASSISTANCE
UTAH STATE BOARD OF WATER RESOURCES

The applicant is referred to the Board of Water Resources' Policy and Guidelines for use in Water Conservation Projects for information concerning the completion of this form and the project application process.

1. Applicant: (Irrigation Company, Municipality, Improvement District, Special Service District, Flood Control District, etc.).

Name of Applicant PARK CITY MUNICIPAL CORPORATION
Address PO BOX 1480, PARK CITY, UT 84060-1480
Zip Code _____

2. Presiding Officer:

Name and Title MAYOR DANA WILLIAMS
Address PO BOX 1480, PARK CITY, UT 84060-1480
Phone Number (435) 615-5010 Zip Code _____

3. Project Location:

Distance and direction from nearest community. Begins ~4 miles NE of Park City (next to Mountain Regional Water Special Service District (MRWSSD) water treatment plant in the Promontory Development) and ends within the municipal boundaries.

County Summit

4. Brief description of proposed project and explanation of why it is needed:

Since 1996, Park City has been paying reservation fees to Weber Basin Water Conservancy District on 2500 acre-feet of water to be imported into Park City. As of this fall, the water will be available at the top of the Promontory Development at the MRWSSD pond next to their water treatment plant. Park City now intends to build the infrastructure required to deliver the water into the City, treat the water, and deliver the treated water into the existing distribution system. In a dry year, Park City's current water source redundancy is consumed by peak day demands. In order to keep up with the demand and provide source redundancy, the imported water source is needed.

5. Estimated Project Cost \$33M

6. Financing Plan (Proposed project cost sharing):

Applicant 100%
Board of Water Resources _____
Other (specify agency) _____

7. Water Rights (Identify by court decree, application number or other appropriate explanation):

Weber Basin Project Water Rights

8. Attach any available technical information pertaining to the project.

Attached is an overview map that shows all of the projects that make up the \$33M total cost. Additionally, the Executive Summary and Chapter 4 of the Snyderville Basin Water Transport

Study are included to show the work that has already been done on studying the infrastructure needed to deliver Park City's water into the City. For reference, the overall Table of Contents of the Snyderville Basin Water Transport Study is included to show all aspects of water transport that were studied.

BOARD OF WATER RESOURCES' POLICY
regarding
ENGINEERING AND INVESTIGATION COSTS

1. The project cost is the amount of money advanced by the Board to the applicant for all costs related to the project, plus the costs incurred by the Division of Water Resources for investigation, administration, engineering, and construction inspection. These two elements of the project cost are paid to the Board according to the terms set by the Board at the committal of funds.
2. Normal engineering, investigation, and administrative costs incurred by the Division of Water Resources during preliminary project investigation will not become a charge to the applicant if the project is found infeasible, denied by the Board, or if the applicant withdraws the application.

PROJECT COST AGREEMENT

We have been authorized to sign this form and make application for assistance on behalf of the applicant. We have read the "Guidelines for Applicants Seeking Financial Assistance from the Board of Water Resources", accept the policy and conditions enumerated therein and above, and request assistance in constructing the project described.

Date Presiding Officer

MEMBER OF THE BOARD OF WATER RESOURCES

I have reviewed this application and forward it for consideration by the Board. Comments (if any):

Date Ivan Flint



City Council Staff Report

Author: Jason Glidden, PC Ice Marketing & Events Coordinator
Subject: Beverage Product Exclusivity Contract at Park City Ice Arena & Sports Complex
Date: October 2, 2008
Type of Item: Administrative

Summary Recommendation:

Authorize the City Manager to execute a \$15,000, 5 year advertising agreement with Swire Coca Cola USA for product exclusivity at Park City Ice Arena and Sports Complex, in a form approved by the City Attorney.

Topic:

Advertising agreement at the Park City Ice Arena and Sports Complex.

Background

In a continued effort to lower the annual subsidy to the ice arena, the Park City Ice Arena & Sports Complex has worked to increase advertising sales and find new ways of generating revenue. Shindig Marketing and Events (Shindig) was contracted in July of 2007 to sell the naming rights of the Sports Complex. Through the work of Shindig a relationship with Swire Coca Cola was developed and discussions ensued in regards to advertising at the Park City Ice Arena & Sports Complex. Through the Shindig agreement, marketing material was created, and the agreement was ended about half way through its term. Discussion with Swire continued, and talks moved to a 5 year advertising deal that would give Swire Coca Cola product exclusivity through out the facility and in return the Park City Ice Arena & Sports Complex would receive \$15,000 to go towards new scoreboards and a rebate of \$2.50 for every case of Coke product sold.

Analysis

1. Coca Cola is the number one beverage brand in the world. The company's wide product line spans far beyond the flagship beverage of Coke. It includes the world's number one seller in the following categories: soft drink, diet cola, lemon lime, root beer, bottled water, juice portfolio. Coca Cola has expanded its product line past soft drinks to include sport drinks such as PowerAde, Vitamin Water, V8 Splash, Fuze, and various flavors of Dasani Water.
2. The agreement would include a one time payment from Swire of \$15,000. In addition Swire would pay a rebate of \$2.50 per case. The contract calls for the volume of sales to reach over 950 cases. This would equal to roughly \$2,375.00 in rebate payments annually.
3. In exchange for Swire's contribution, advertising panels would be placed on the each scoreboard both inside the ice arena and at any scoreboards located on the

sports complex. These panels would be approximately one eighth of the available advertising space on each of the scoreboards. Each advertisement would be required to emphasize healthier beverages such as juices, water, or sports drinks.

4. In an effort to ensure high customer service Coke has committed to provide all vending machines for the property, coolers for concession stands, and support trailers for events at no additional charge.

5. Coke has also agreed to a service agreement that will require action within 48 hours of a service call. This will come at no additional fee to either the Park City Ice Arena or the concessionaire.

6. The \$15,000 payment will be used to install a new scoreboard inside the arena. This will greatly enhance the guest experience while at the arena. The letters and number size will increase to make it easier for fans and players to read, and a new video board will allow for additional features during special events and themed skating sessions not to mention increase advertising opportunities.

7. Because Shindig initiated this deal, they are entitled by contract to receive 10% of proceeds which amounts to \$1,500.

Department Review:

The City Managers Office, the Legal Department, the Sustainability / Special Events department and the Recreation/Library Management Team have reviewed this report.

Alternatives:

A. Approve the Request:

This would allow the new agreement to be signed and take affect immediately.

B. Deny the Request:

This would end the deal and prevent ice arena from receiving a new scoreboard or generating additional beverage income.

C. Continue the Item:

Council could continue the item and direct staff to provide further information at a future date.

Recommendation:

Authorize the City Manager to execute a \$15,000, 5 year advertising agreement with Swire Coca Cola USA for product exclusivity at Park City Ice Arena and Sports Complex, in a form approved by the City Attorney.

2008 – 2013 Exclusive Fountain Agreement

"Customer": **PARK CITY ICE ARENA & SPORTS COMPLEX**

"Swire": Swire Coca-Cola USA

"Locations" of Customer Covered Under this Agreement:
600 Gillmor Way
Park City, UT

Swire Outlet #

Including all other locations opened during the Term.

Customer Fed. Tax ID # (EIN):

Customer Contact: Jason or Stacey

Customer Phone #: (435) 615-5700

1. TERM: The "Term" of the Agreement shall commence as of the date this Agreement has been fully executed by both parties and shall continue for five (5) years thereafter unless earlier terminated as provided herein.

2. EXCLUSIVITY:

(a) Customer will purchase all fountain, canned, and bottled beverage products, including without limitation, carbonated and non-carbonated beverages, soft drinks, mineral waters, water, flavored water, juices, sports drinks, iced teas, iced coffees and similar products, all cups and lids in which beverages are sold, and all CO₂ (tank and bulk where Swire offers bulk CO₂), but not including dairy products and water from the "tap" (collectively the "Products") exclusively from Swire for resale to consumers at Customer's Locations.

(b) Customer will sell and advertise at its Locations and permit to be sold and advertised at its Locations only Products distributed by Swire and no other Products. If for any reason a Product not purchased from Swire is sold or used by Customer or by any concessionaire of Customer at any Location, Swire may immediately remove all Equipment without further notice to Customer and terminate the Agreement, and Customer shall repay any cash promotional consideration paid to it by Swire under Section 4 below.

3. PRICING AND PAYMENT TERMS:

(a) Swire will sell Products to Customer at the pricing set forth in an appendix to this Agreement and otherwise at its standard wholesale pricing for similarly situated customers.

(b) Payment for Product shall be due within 30 days of the date of delivery of Products. If Swire does not receive a written objection to an invoice within 30 days of the statement date, you agree that the Product was acceptable and the invoice is accurate.

4. PROMOTIONAL CONSIDERATION: Swire will provide Customer the following marketing and/or promotion consideration during the Term of this Agreement.

(a) Up front "Marketing Funds" in the amount of Fifteen Thousand Dollars (\$15,000.00) for Customer's use in purchasing indoor and outdoor scoreboards.

(b) "Performance Based Funding" in the amount of Two Dollars and Twenty-five Cents (\$2.25) per case for each

case of bottle/canned Product Customer purchases from Swire during the Term of this Agreement.

Customer agrees that it will display the logos for Dasani, PowerAde, Coca-Cola and Vitamin Water on all scoreboards, both indoor and outdoor. The logos will be no less than 1/8 of the advertising space.

5. EQUIPMENT RENTAL PROGRAM:

(a) Swire will lease to Customer the following "Equipment" for the Term of the Agreement. The term Equipment as used herein, shall include any replacements or substitutions which may be made by Swire during the Term.

(i) One (1) used model UR 30 Cooler (retail value \$621); and

(ii) Four (4) 79" Vending Machines (retail value \$1,918.00 each).

(b) Title to the Equipment is, and will at all times remain, vested in Swire. Customer will have no right, title or interest in or to the Equipment, except to the quiet use of the Equipment in the ordinary course of its business as provided in this Agreement. Customer shall execute such title documents, financing statements, fixture filings, certificates and such other instruments and documents as Swire shall reasonably request. Customer shall not transfer, pledge, lease, sell, hypothecate, mortgage, assign or in any other way encumber or dispose of any of the Equipment. **THE PARTIES AGREE, AND CUSTOMER WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF SWIRE NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY.**

(c) Customer shall not hypothecate or attach the Equipment or allow the Equipment to be attached in such a manner as to become part of the realty as a fixture or otherwise, and Customer covenants and agrees to so maintain the same that it may be easily removed without damage to buildings or realty. Customer shall make no alteration in the Equipment or remove, deface, or alter any identification or trademarks appearing on the Equipment. All parts added to the Equipment through alterations, repairs, additions or improvements will constitute accessions thereto, and will be considered an item of the Equipment and title to such will immediately vest in the Swire. Upon any termination or expiration of this Agreement, Customer shall return the Equipment to Swire in as received condition, reasonable wear and tear excepted.

(d) Customer shall pay Swire the discounted monthly rental payment of \$0.00, payable in advance on the first day of each month. Payment shall be made to the Swire at 12634 South 265 West, Draper, Utah 84020, or to such other

place the Lessor may designate in writing. Such discounted rental is offered based on Customer's agreement to use the Equipment only for the sale of Products produced or distributed by Swire. If for any reason Products are purchased from anyone other than Swire, in addition to its rights set forth herein, Swire may charge Customer the following additional fees:

(i) An additional charge of \$100.00 per month on Swire owned Equipment for the entire month in which Customer is in noncompliance.

(ii) An additional charge of \$50.00 per service call.

(e) Customer acknowledges that the rent set forth herein does not fully compensate Swire for its expenses in providing the Equipment, and that Swire provides the Equipment to Customer for the purpose of exclusively dispensing Swire Products. Customer acknowledges that the Equipment bears Swire Product trademarks, logos and slogans which advertise to consumers the Products sold by Swire and the availability thereof. In order to protect Swire's Products' licensed trademarks, name, reputation and goodwill with consumers, Customer agrees to ensure that Swire trademarked Products are always available through the Equipment and that no non-Swire Products are ever made available through the Equipment.

(f) Customer shall use the Equipment only at the Location(s) specified above and shall not at any time remove the Equipment from such place except in returning the same to Swire or except as may be permitted by Swire in writing.

6. SERVICE PROGRAM: Swire agrees to service and maintain the Equipment during the Term and to provide service calls at the discounted rate to Customer of \$0.00, so long as Customer uses the Equipment only for the sale of Products produced or distributed by Swire and provided such service calls are not the result of Customer's negligence. All service calls must be exclusively handled by Swire and through Swire's service dispatch.

7. ANNUAL VOLUME: The annual Product volume shall be no less than: 950 "Units" of Product per year per Location. One (1) Unit is equal to one (1) case of can or bottle Product or one (1) gallon of fountain syrup. Should the annual volume fall below such number, Swire may terminate the Agreement. Such terms are material to the Agreement.

8. BUSINESS REVIEW: Swire shall have the right during Customer's regular business hours to inspect the Equipment and to review all records that relate to the Equipment. Swire may conduct account business reviews with Customer on a quarterly or annual basis to review the mutual commitments agreed to as specified in this Agreement. Additionally, Swire may also review any opportunities in the Customer's Location(s) to increase sales.

9. SWIRE TERMINATION: In addition to Swire's rights stated in the Agreement, Swire may terminate the Agreement forthwith upon the occurrence of any of the following events of default:

(a) Customer fails to make any lease payment hereunder within 5 days after it is due;

(b) The Equipment is moved from the location(s) specified above without Swire's written consent;

(c) Customer transfers, lends, subleases, or encumbers the Equipment or attempts to do so;

(d) The Equipment is levied, seized, or attached; whether by operation of law or otherwise;

(e) Customer fails to perform or comply with any one or more of the material terms, conditions, or provisions hereof;

(f) Customer is adjudicated insolvent by a court or tribunal, files a voluntary petition in bankruptcy, enters into an arrangement with its creditors, applies for or consents to the

appointment of a receiver or trustee of itself or its property, makes an assignment for the benefit of creditors, suffers or allows entry of an order adjudicating it bankrupt or insolvent, or appointing a receiver or trustee of itself or its property.

10. DEFAULT: If Customer breaches any term or condition of this Agreement, Swire shall have the right to exercise any one or more of the following remedies;

(a) To terminate the Agreement;

(b) To declare the entire lease amount hereunder immediately due and payable, without notice to or demand of Customer;

(c) To sue for and recover all lease payments and other payments, then accrued or thereafter accruing, with respect to any or all items of Equipment;

(e) To pursue any other remedy at law or in equity.

11. PARK CITY ICE ARENA TERMINATION: Park City Ice Arena & Sports Complex may terminate the Agreement forthwith upon the occurrence of any of the following events of default:

(a) Swire fails to make any rebate payment hereunder within 5 days after it is due;

(b) The Equipment is removed from the location(s) specified above without Park City Ice Arena & Sports Complex written consent;

(c) Swire fails to provide service to machines or deliver product within a 48 hour period.

(d) Swire fails to perform or comply with any one or more of the material terms, conditions, or provisions hereof;

(e) Swire is adjudicated insolvent by a court or tribunal, files a voluntary petition in bankruptcy, enters into an arrangement with its creditors, applies for or consents to the appointment of a receiver or trustee of itself or its property, makes an assignment for the benefit of creditors, suffers or allows entry of an order adjudicating it bankrupt or insolvent, or appointing a receiver or trustee of itself or its property.

12. DEFAULT: If Customer breaches any term or condition of this Agreement, Swire shall have the right to exercise any one or more of the following remedies;

(a) To terminate the Agreement;

(b) To declare the entire lease amount hereunder immediately due and payable, without notice to or demand of Swire;

(c) To sue for and recover all rebate payments and other payments, then accrued or thereafter accruing, with respect to any or all items of Equipment;

(e) To pursue any other remedy at law or in equity.

13. NO WARRANTIES:

CUSTOMER ACKNOWLEDGES THAT SWIRE IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT SWIRE HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE OF THE EQUIPMENT WITH ANY APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL, OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. SWIRE SHALL NOT BE LIABLE TO

CUSTOMER FOR ANY CLAIMS BASED UPON OR ARISING OUT OF INJURY TO PERSON OR PROPERTY IN ANY WAY RELATING TO THE INSTALLATION, USE, OR OPERATION OF THE EQUIPMENT, EXCEPT ARISING SOLELY OUT OF SWIRE'S GROSS NEGLIGENCE. IN NO INSTANCE SHALL SWIRE BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE, OR USE OF ANY EQUIPMENT OR OTHERWISE.

14. NO ASSIGNMENT:

Swire nor customer may not assign this Agreement without the prior written consent of other party, which either party may not withhold for any reason.

15. EARLY TERMINATION OF AGREEMENT: Customer agrees to promptly return the Equipment and to immediately refund to Swire a cash amount equivalent to the cash and cash value of all consideration provided by Swire to Customer pursuant to Section 4 of this Agreement, pro-rated to reflect the remaining portion of the original five (5) year Term, in the event the Agreement is terminated prior to the end of the Term.

16. ENTIRE AGREEMENT: This Agreement is the full agreement, and no collateral agreement will become a part hereof and be binding upon the parties hereto unless in writing and properly signed by duly authorized officers of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below.

Park City Ice Arena and Recreation Complex Signature

Swire Coca-Cola, USA Representative Signature

Dated: _____, **2008.**

APPENDIX "A"

Customer will be charged at the prices listed below for the identified Products and at Swire's standard wholesale prices for similarly situated customers for all other Products. The pricing will be subject to yearly price increases.

PACKAGE	UNIT PACK	Price
Carbonated Soft Drinks		
8 oz Cans	24	\$11.04
8 oz Glass Bottles	24	\$13.32
10 oz Glass Bottles	24	\$16.50
12 oz Cans	24	\$11.04
12 oz Bottles 8 pk	24	\$13.00
16 oz Can (Vault & Red Blitz)	24	\$12.72
455 ml "Mexican Coke" Bottles	24	\$18.48
20 oz Bottles	24	\$19.20
.5 Liter 6 pk / 24 pk	24	\$16.50
1 Liter Bottles	12	\$15.48
2 Liter Bottles	8	\$9.52
Dasani		
12 oz Bottles	24	\$9.60
20 oz Bottles	24	\$13.68
20 oz Bottles Dasani Plus	12	\$9.43
.5 Liter Bottles	24	\$16.50
1 Liter Bottles	12	\$15.12
1.5 Liter Bottles	12	\$25.00
Evian		
.5 Liter Bottles	24	\$22.32
1 Liter Bottles	12	\$20.16
1.5 Liter Bottles	12	\$24.00
Glaceau		
Vitamin Water 20 oz Bottles	24	\$24.00
Vitamin Water 12 oz Bottles	24	\$16.98
Vitamin Water 32 oz Bottles	15	\$21.00
Smart Water 20 oz Bottles	24	\$21.36
Smart Water 1 Liter Bottles	12	\$14.52
Smart Water 1.5 Liter Bottles	12	\$18.36
Smart Water 750 ml Bottles	24	\$21.84
Juice/Tea		
450 ml MM Juice Bottles	24	\$21.36
16.9 Gold Peak Glass Bottles	12	\$11.64
10 oz MM Juice Bottles	24	\$17.28
18 oz Fuze Bottles	12	\$13.80
12 oz Enviga Cans	12	\$11.00

12 oz V8	12	\$13.80
16 oz V8 Splash	12	\$10.56
20 oz Nestea Bottles	24	\$19.20
POWERade		
12 oz Bottles	24	\$16.00
20 oz Bottles	24	\$16.50
24 oz Bottles	24	\$22.08
32 oz Bottles	15	\$13.05
Energy		
FT 16 oz Cans	24	\$34.00
FT 24 oz Cans	12	\$24.00
Joker 16 oz Cans	24	\$21.00
Monster 16 oz Cans	24	\$34.00
Monster M-80 16 oz Cans	24	\$34.00
Monster MIXXD 16 oz Cans	24	\$34.00
Monster 23.5 oz Cans	12	\$24.00
Monster 32 oz Cans	12	\$28.80
NOS 16 oz Cans	24	\$34.00
NOS 22 oz Bottles	12	\$24.00
Tab 10.5 oz Cans	24	\$32.00
Glaceau 16 oz Cans	12	\$17.00
Premix		
Premix Tank	5	\$15.00

City Council Staff Report



Subject: Round Valley Way and Cove Trail Heads
Author: Heinrich Deters/Matt Twombly
Department: Sustainability
Date: October 2, 2008
Type of Item: Award of Construction Contract

Summary Recommendation:

Staff requests authorization to proceed with the Round Valley Way and Cove Trail-Heads and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with **DRD Paving L.L.C.**, in the amount of **One hundred twenty one thousand eight hundred sixteen (\$121,816)**.

Description:

Topic: Award of Construction Contract for Round Valley Way and Cove Trail-heads.

Background:

In January 2001, Council approved the development of trail heads as a priority component of the Trails Master Plan(TMP). Exhibit B shows excerpts from the TMP which support the purpose, plan, time line and trail head sites under review. Since the adoption of the TMP, trail-heads were completed at the Old Chamber Kiosk (Olympic Sculpture), Meadows Drive at the Farm trail and McLeod Creek trail, Old Ranch Road, Round Valley Way, and the Farm.

Due to requests of the neighbors and trail users to provide a more accessible trail-head, staff wished to reconstruct the trail-head at Round Valley Way for better access for trail users, as well as maintenance equipment and trucks. The Round Valley Way Trail Head is located outside of City Limits. A Low Impact permit has been received from the County. The improvement of an existing area requires an administrative approval and does not require review by the County's Planning Commission.

The Round Valley Way Trail Head includes: Twelve paved parking spaces and one ADA space. The lot is contained within a rope fence supported by 10x10 posts. Also on site, there is an existing kiosk with map, regulations and helpful information, as well as a 'mutt-mitt' station, and trash container.

The Cove trail-head was identified in the Trails Master Plan, but improvements have not been made at this location. The Cove Trail Head includes: Six paved parking spaces and one ADA space. The lot is contained within a rope fence supported by 10x10 posts similar to the Round Valley Way trail-head. Additionally, a kiosk with

map, regulations and helpful information is proposed. On September 10, 2008, the Planning Commission reviewed and approved the Cove Trail Head application.

Analysis:

Competitive Quotes were received from the following four contractors; DRD paving, LLC, Kilgore Construction and Staker paving and J&R Development Inc.

Competitive quotes are used where the project is a Minor Public Improvement rather than a Major Public Improvement requiring the formal bid process.

The Round Valley Trail Head currently receives maintenance for the existing trash and 'mutt-mitt' stations on site. Public Works provides plowing in the winter, although due to lack of access for large equipment in the current configuration, the lot can only be plowed by loader rather than by truck, and is low on the priority list. The area residents have made comments regarding the parking, where trail users who cannot access the parking lot during the winter, block access on the street and to the neighbor's driveways. The new configuration and paving will allow better access for snow removal equipment and trucks.

It was noted during the Planning Commission approval, that no winter maintenance is proposed for the Cove Trail Head. Staff will observe and record the public's use of the trail head over the winter months and determine if winter maintenance is necessary.

Mountain Trails Foundation has stated they have a private donor who would pay for snow plowing of the two trail-heads. Currently the City has a license agreement with Mountain Trails for backcountry trail maintenance, and for x-country ski grooming at Round Valley in the winter. Staff could enter into an agreement for the two trail-heads

Department Review:

City Manager, Sustainability, Public Works, City Engineer, Planning Department

Alternatives:

Approve the Request:

Authorize the City Manager to execute a construction contract in a form approved by the City Attorneys Office to **DRD Paving L.L.C.**, in the amount of **One hundred twenty one thousand eight hundred sixteen (\$121,816)**.

Deny the Request:

The area(s) would remain in their current state.

Continuance:

Delaying a decision would delay the proposed schedule of the trail head construction; substantially completion date is proposed by November 15, 2008. Dependent on weather, planting/seeding may be postponed until Spring.

Do Nothing:

Same effect as delaying the project.

Significant Impacts:

There is currently a total of approximately \$462,000 in the Trails Master Plan CIP account. Staff applied for and received a \$4,000 Restaurant Tax Grant for the Cove Trail Head. This grant is applicable only if wayfinding signage is provided from SR-224. Staff is currently revamping the urban trail wayfinding system and will incorporate the Cove Trail Head into the system.

Consequences of not taking the recommended action:

Delaying a decision would jeopardize the desired schedule for completion this year.

Recommendation:

Staff recommends that Council authorize the City Manager to execute a construction contract in a form approved by the City Attorneys Office to **DRD Paving L.L.C.**, in the amount of **one hundred twenty one thousand eight hundred sixteen (\$121,816)**.

Attachments

Exhibit A: Construction Agreement

Exhibit B: Excerpts from the Trails Master Plan

Exhibit C: Cost Benefit Sheet

EXHIBIT A

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2008, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and DRD Paving LLC, 27 West 3900 South, Murray, UT 84107, which is a (check one) ____ corporation ____ partnership ____ sole proprietorship ✓ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the OLD TOWN NEIGHBORHOOD PARK (hereinafter "Project") located at 130 Grant Avenue between Hillside Avenue and Main Street, which consists of mobilization, remove and discard collapsed garage, excavation, water line and meter installation, footings and foundation, bridge or culvert construction, furnish and install rock retaining wall, concrete ramp and handrails, furnish and install boulders, irrigation system, furnish and install drinking fountain, furnish and install topsoil, crushed stone path, plantings, and miscellaneous other work and cleanup.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

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

The Contractor shall provide a Certificate of Insurance evidencing:

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

B. Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability. The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

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

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of One Hundred Twenty One Thousand Nine Hundred Thirteen Dollars (\$121,913.00) ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary

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

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

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

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

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

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

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers,

subcontractors and other persons who have supplied labor or materials to the Project.

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

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **December 1, 2008**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **Fifty Dollars (\$50.00)**, which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

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

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

- A.** An agreed lump sum; or in the event the parties cannot agree; then
- B.** The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

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

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

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

- A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;
- D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take

possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

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

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

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

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

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

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs,

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

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

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

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

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including

posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

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

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

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

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

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

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, material men, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for

Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

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

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

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

SECTION 21. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Community Development Department, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Community Development Department.

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

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks.

Construction parking in paid or permit only parking areas require the Public Works Department review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, large equipment parking.

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

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

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

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

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

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

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

1. Name, address and phone number of contractor;

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

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

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

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

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

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

Contractor: David Harrison, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above; Park City: Heinrich Deters, Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

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

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

APPENDIX "D" Work Plan**2002 - 2003 Trail Head Development and Related Elements - Projected Work Plan****I. Purpose**

The City Council has placed a high priority on the development of trail heads in conjunction with the integrated trail system. The Council approved the development of trail heads as a priority component of the Trails Master Plan in January of 2001. City staff and the Parks and Rec Board, with the Snyderville Basin Trails Coordinator and Mountain Trails Foundation staff are concentrating on trail head development as a regional approach to create consistency in look, postings and wayfinding information displays. This work plan is offered for discussion of recommendations, priorities, opportunities, Parks and Recreation Beautification Board review, Planning Commission review and City Council progress updates. As the plan evolves and takes shape with fiscal considerations and process approvals, sections of the plan will be formally presented to the various approval entities.

II. Plan Elements

The plan elements provide for a 2002 Time line, overview of recommended and potential sites, review of recommendations and public input/neighborhood requests, prioritization of projects, zoning and land use permits, trail head parking areas and related amenities on a site specific basis, review of opportunities to acquire or lease additional space, and project funding and approval.

"Trail heads", in the most general sense, will either provide access to a particular trail or loop, with or without parking, or will provide interim trail information at logical junctions or trail segments. The signature landmark feature is a trail "kiosk". To be used throughout the Basin and the City, each kiosk includes a display sign mounted on 8X8 wood posts with an inverted V overhang roof. The 36"x48" display area, suitable for maps and other trail use information, is covered with plexiglass. Map dispensers can be affixed to the posts. The design is reminiscent of an old rail stop and should be readily identifiable throughout the regional trail system.

Parking for trail heads will be reviewed on a site-specific basis. Priority will be extended to potential sites that can relieve problems on streets or right of ways, e.g. staff is currently seeking approval for trail head parking on Meadows Dr. just east of the intersection with Hwy 224. A small pull-out area already serves as fishing access. It could be improved and delineated for at least 4 parking stalls adjacent to a trail kiosk. The site not only provides access to the McLeod Creek trail but is sufficiently close to the underpass to direct trail users to the Farm or Quarry Mountain thereby relieving pressure from Aspen Springs or the Hwy 224 ROW and entry corridor. The state's Division of Wildlife Resources owns the small site and have been contacted for approval of shared use. Further site detail is available below.

Trail head parking is treated in the Land Management Code. Within the City limits, a parking area greater than 4 delineated stalls must be hard-surfaced and provide area lighting. Each site must be evaluated on its own merits given these LMC standards. The McLeod Creek trail head,

while suitable for parking, would likely not be appropriate with lighting. Conversely, the old Chamber/Bureau information space on Hwy 224 (part of Richards acquisition) is ready-made for ten parking spaces, is already paved and is lit per its prior use. This site like McLeod Creek will alleviate pressure from the Farm right of way. However, it also illustrates the merits of site evaluation and the range of impacts that the scale of parking and lighting will have on an area. Some sites only require administrative approval by Planning staff. Others with zoning issues or scale standards must be formally reviewed by the Planning Commission and the City Council may have particular interest in any given site. Given that we don't have any experience with the trail head standards in the LMC, the CUP applications for the proposed sites should give both staff and the Planning Commission an opportunity to test the practical applications of lighting and paving on a case by case basis.

Cross-walks will need to be addressed in conjunction with some trail head sites. In addition cross-walks are likely part of a greater discussion of traffic calming around the entire town and will be a Council policy issue currently under study by the Public Works Dept. The City Engineer has requested that cross-walk locations be comprehensively identified for Park City and prioritized such that they can be evaluated by a uniform traffic study which warrants a site. In conjunction with trail heads and prior recommendations of the Parks and Rec Board, cross-walks will require an official study city-wide. As part of the traffic calming study on Holiday Ranch Loop Road, the engineering firm of Fehr and Peers will study the need for a pedestrian crossing at the Snow Creek/McLeod Creek trail.

The Parks, Recreation and Beautification Board, with staff, has identified at least six trail head locations, identified below, for which staff has entered conditional use applications for administrative approval. Those locations requiring Planning Commission approval will be forwarded by Planning staff. Four kiosks have been placed in coordination with the Basin/County - at the entrance to Round Valley near the National Abilities Center; at the Old Ranch Road trail head; at the entrance to Round Valley (the McMillian acquisition) off Round Valley Way above Park Meadows; and at Quarry Mountain where the trail diverts from highway 224.

III. Time Line

July/August 2002

- A. Distribution and Review of Work Plan for consistency with prior Council approval to the Parks and Rec Board regarding the Trails Master Plan.
- B. Informational progress report to Council
- C. Overview of Parks and Rec Board Recommendations
- D. Consideration of Funding Possibilities - the Trails Master Plan Capital account will likely suffice to cover work plan projects for 2002.
- E. Consideration of optional trail head amenities - maps and other postings, signs, crosswalks, restrooms, water, trash receptacles, dog waste scoopers

July thru October

Possible Public Input Mechanisms

Area notices where conditional use permits are required
Community or Neighborhood Design Review Information Meetings
Optional Public Information Meetings conducted by Parks and Rec Board
Required Public Hearings - Planning Commission, City Council

July thru October

- A. Creation of Concept Renderings for Approved Projects - if necessary
- B. Approval of Concept Renderings
- C. Determination of Site Mitigation
- D. Permit Process - internal and external
- E. Production of Construction Documents - engineering, grading, landscaping if necessary
- F. Probable Cost Estimates or Bid of Approved Projects
- G. Determination of Future Maintenance Costs
- H. Coordination of site amenities with Parks Department
- I. Bid and Construction unless in-house project feasible

IV. Sites Currently Under Review - see attached site plans

Tier 1

- A. Round Valley Way Trail Head - Access to Round Valley above Park Meadows into the City's McMillian acquisition. Access off a City street with trail head kiosk and parking area of eight stalls in County ROS. County does not require paving or lighting for the site. Motorized vehicle access beyond trail head will need to be prohibited with fence or boulders.
- B. McLeod Creek Trail Head with four parking stalls
- C. Hwy 224 Farm Trail Head (west side between Thaynes and Aspen Springs at old Chamber/Bureau Visitor Info kiosk) with ten parking stalls
- D. The Cove / Rossman Trail Head with four parallel parking stalls

Tier 2 - to be reviewed in next round

- E. Daly Canyon Trail Head - with UPCM approval?
- F. PCMR Spiro Trail Head - with PCMR approval
- G. The Farm Trail Head - where trail crosses the Farm Access Rd.
- H. Prospect Ridge Trail Head - above Hillside Ave.

V. Proposed Site Evaluation Criteria

To be determined by subcommittee

Cost Benefit Worksheet

Project Manager: Heinrich Deters

Description of Contract/Product: Round Valley Way & Cove Trail Head

Contract Company	Up Front Costs/One Time Cost	Annual Costs	Operating Costs: Personnel/Maintenance/Fees	Annual Budget Savings	Annual Revenue Stream	Life of Contract/Product	Delivery Date
Bid 1 DRD Paving LLC	Base Bid: \$121,816	NA	TBD	NA	\$0	30 YEARS	11/15/2008
Bid 2 J & R Development Inc.	Base Bid: \$134,000	NA	TBD	NA	\$0	30 YEARS	SAME
Bid 3 Staker Parson	Base Bid: \$ 125,030	NA	TBD	NA	\$0	30 YEARS	SAME
Bid 4 Kilgore Paving & Maintenance	Base Bid: \$125,000	NA	TBD	NA	\$0	30 YEARS	SAME

Contract Company	Other Considerations/Benefit Unique to this Bid (Please Quantify in Dollar Terms when Possible)
Bid 1 DRD Paving LLC	PER UTAH PROCUREMENT CODE AND PAF PARK CITY PURCHASING POLICY, THE LOWEST APPARENT QUOTE SHALL BE AWARDED THE CONTRACT PROVIDED THE PROJECT MOVES FORWARD.
	ALL QUOTES ARE GOOD FOR 30 DAYS FROM THE DATE OF THE OPENING

City Council Staff Report



Subject: Prospector Drain Bio-cell Project
Author: Jeff Schoenbacher, Environmental
Coordinator; Matt Twombly, Project Manager
Date: October 2, 2008
Type of Item: Request for Change Order to Contract

Summary Recommendation:

Staff recommends City Council authorize the City Manager to execute Change Order Number One to the Construction Contract in a form approved by the City Attorney's Office to Counterpoint Construction Company, Inc., in the amount of Eighty Six Thousand Three Hundred Eighty Three Dollars (\$86,383) for a total contract amount of Three Hundred Eighty Eight Thousand Three Hundred Eighty Three Dollars (\$388,383).

Description:

Topic: Construction Agreement Change Order – Prospector Drain Biocell.

Background:

On August 21, 2008, City Council authorized the City Manager to proceed with the Prospector Drain Biocell project and execute a Construction Contract in a form approved by the City Attorney's Office to Counterpoint Construction Company, Inc., in the amount of Three Hundred Two Thousand Dollars (\$302,000.00).

City staff has been working with Dr. Fitch from the University of Missouri, Rolla, and Al Mattes of Nature Works Remediation Corporation in monitoring the Contractor of the Prospector Drain Biocell project. As the contractor began the sitework many unforeseen conditions were identified and changes to the plans were made by the design consultants. The layout of the biocell was slightly changed to provide more effective treatment. Additional clay fill was needed where more tailings were removed from the area than identified in the plans, and piping was added to the distribution and collection system for the water treatment.

Analysis:

The largest design change is the request to place a 12" layer of wood chips on top of the entire biocell at a change of \$40,030. The 12" layer of wood chips is highly recommended by the design team to provide an insulating cover over the treatment facility to ensure the anaerobic process during the winter months. The test pilot treatment cell did not have a cover, but it was such a small area the water temperature did not change very much. Due to the size of the biocell, the consultants calculate that the water temperature could drop enough and possibly freeze, disabling the anaerobic treatment capacity of the bacteria in the biocell.

All of the changes to the plans, specifications and contract are recommended by the consultants for the biocell to function properly.

Department Review: This report was reviewed by City Manager, Legal Department, Sustainability, Building.

Alternatives:

Approve the Request: Staff is requesting authorization to continue with the construction of the Prospector Drain Biocell project and authorize the City Manager to execute Change Order Number One to the Construction Contract in a form approved by the City Attorney's Office to Counterpoint Construction Company, Inc., in the amount of Eighty Six Thousand Three Hundred Eighty Three Dollars (\$86,383) for a total contract amount of Three Hundred Eighty Eight Thousand Three Hundred Eighty Three Dollars (\$388,383).

Deny the Request: Any proposed changes, over the 10% of the contract price that staff is authorized to approve will not be authorized by this change order. The biocell treatment will not meet the USEPA mandated TMDL for the Upper Silver Creek Watershed.

Continue the Item: This would delay the project which would likely impact the completion of this project this season.

Do Nothing: This will have the same impact as delaying the request.

Significant Impacts / Consequences of not taking the recommended action:

A delayed approval would impact the completion of the project this season. There is \$570,000 in the Prospector Drain CIP project. The City has received an \$8,000 Clean Water Act Section 319 Grant for the project.

Recommendation:

Staff is requesting that Council authorize the City Manager to execute Change Order Number One to the Construction Contract in a form approved by the City Attorney's Office to Counterpoint Construction Company, Inc., in the amount of Eighty Six Thousand Three Hundred Eighty Three Dollars (\$86,383) for a total contract amount of Three Hundred Eighty Eight Thousand Three Hundred Eighty Three Dollars (\$388,383).

Attachments:

Change Order #1

PARK CITY MUNICIPAL CORPORATION CONSTRUCTION AGREEMENT -- CHANGE ORDER

PROJECT: Prospector Drain Biocell

CHANGE ORDER - # 1
DATE –October 2, 2008

THE **CONSTRUCTION AGREEMENT** dated **August 21, 2008**, ("Agreement") by and between **PARK CITY MUNICIPAL CORPORATION**, P.O. Box 1480, Park City, Utah 84060, a municipal corporation of the State of Utah, hereinafter "City" and Counterpoint Construction Company, Inc., P.O. Box 1169, Layton, UT 84041 which is a corporation, hereinafter "Contractor," IS HEREBY CHANGED PER THE FOLLOWING:

PURPOSE: For the project known as the Prospector Drain Biocell, certain items described in the Contract Documents require modification in order to better suit the needs of City.

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

SECTION 1. SCOPE OF WORK:

(A) Add the following requirements in accordance with, the below numbered Change Directives, and the Contract Documents. For each such Change Directive, all work required specifically by or incidental to such Request is included for the amount specified, the aggregate of which shall amend the Contract Amount. Except as otherwise specifically provided for herein, adjustment of the Contract Amount shall be the sole adjustment to the contract for provision of all necessary labor, equipment and materials necessary to accomplish:

#001) **Drawing E1:**

- a) Add approximately 85 feet of 10" pipe from station 61 to station 69 and connecting to 4" perforated pipe at stations 63, 65, 67, and 69. **(\$3,130)**

#002) **Drawing E1:**

- a) Excavate and move the berm on the South side of the biocell and move to the North side of the biocell along the entire length as directed by the consultant and staked by the surveyors. **(\$17,569)**

#003) **Drawing E1:**

- a) Add approximately 160 lineal feet of 12" C-90 pipe from the ditch release valve at the UDOT right of way to beyond the berm at the east end of the biocell to prevent intrusion of uncontrolled flows into the biocell. **(\$6,699)**

- #004) **Drawing E1 and Substrate Specification:**
- a) Per revisions to the drawings by the design consultant add 60 lineal feet of 10" header pipe at the East berm to allow collected water to flow into the pond.
 - b) As directed by the design consultant, add 3 tons of hay and 1 load of ditch mud to the total substrate mixture to increase anaerobic bacteria. **(\$3087)**
- #005) **Drawing E1:**
- a) Per revisions to the drawings dated 9/17/08 by the design consultant furnish and install approximately 27 tons of clay along the South and East side of the berm separating the pond from the biocell. **(1,795)**
- #006) **Drawing E1, E2 and Specifications:**
- a) As recommended by the design consultant; add a 12" top layer of wood chips over the entire 23,000 square feet of the biocell to insulate and protect the biocell during the winter months to maintain treatment. **(\$40,030)**
- #007) **Drawing E1:**
- a) Furnish and install clay to the biocell due to changes in the project design as outlined in change #002 above and to meet grades as shown on Drawing E1. **(\$14,677.00)**
- #008) **Drawing E1:**
- a) Delete approximately 10 feet of 10" pipe and 40 feet of 4" pipe per drawings revisions dated 9/17/08. **(\$-604.00)**

Total This Change Order # 1

\$86,383

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS.

Increase the Contract Amount by \$ **86,383.00** to a total of **Three Hundred Eighty Eight Thousand Three Hundred Eighty Three Dollars (\$388,383)** herein called the Contract Amount.

ALL OTHER PROVISIONS OF SAID CONSTRUCTION AGREEMENT REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of October 2, 2008.

City Council Staff Report

Subject: Ivers/Baer Subdivision
Author: Kirsten A Whetstone, MS, AICP
Date: October 2, 2008
Type of Item: Administrative – Subdivision



Summary Recommendations

Staff recommends the City Council conduct a public hearing and considers approving the Ivers/Baer Subdivision plat according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Topic

Applicant: Jim Ivers and David Baer, owners
Location: 154 McHenry Avenue
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential Single Family
Reason for Review: Plat amendments require Planning Commission review and City Council approval

Background

On August 15, 2008, the City received a revised and complete application to create a 3-lot subdivision at the south end of existing McHenry Avenue. The property is in the Historic Residential Low Density (HRL) Zone. If approved, a portion of Lot 12 and Lots 16-18 of Block 52, Lots 6-9 of Block 60, Lot 1 of the Ivers replat, and remnant, unplatted property would be combined into three lots of record. If approved, a portion of Lot 12 in Block 52 will be dedicated to PCMC/RDA and approximately 1,500 sf of property will be dedicated as McHenry Avenue right -of-way. The total plat area is approximately 16,410 square feet (Exhibits A –D).

Proposed Lots 1-3 contain 3,750 sf, 6,430 sf, and 6,078 sf respectively. Access to the three proposed lots is from existing McHenry Avenue, with access to Lot 3 via a 12' driveway easement across Lot 2. Emergency access for Lot 3 is required and provided via a proposed stairway from Ontario Court. There is an existing single family home on proposed Lot 1, while Lots 2 and 3 are vacant.

Proposed Lot 1 is a mostly rectangular lot downhill from existing McHenry Avenue to platted, unimproved Ontario Avenue ROW. Proposed Lot 2 is a wedge shaped lot beginning at the end of the existing McHenry cul-de-sac that narrows and terminates adjacent to unimproved Second Street ROW. Proposed Lot 3 is a rectangular lot on the north side of the Second Street ROW, located east of and behind a row of contemporary single-family homes in the Block 52 Replat that front on Ontario Court. Lot 3 is made up of portions of platted lots and has frontage on unimproved 2nd Street.

This subdivision plat was reviewed by the Planning Commission at a work session on

October 12 and November 28, 2007 and public hearings were held on January 9 and 23, 2008. At the November 28th meeting, the Commission reviewed the project for compliance with the Land Management Code and directed staff to return with findings for approval.

On January 9, 2008, the adjacent property owner on Ontario Court objected to the use of the access easement (Exhibit E) across his property (Lot 1 of the Block 52 Replat) and requested the Planning Commission continue the item to January 23, 2008, to allow the applicant and a neighbor to resolve the dispute over the easement. On January 23rd, the item was continued to a date uncertain because the applicant and adjacent property owner had not yet resolved the issue.

After several months of negotiating unsuccessfully with the adjacent property owner regarding the access easement, the applicant met with Staff to discuss alternatives. The applicant has explored two options to provide required emergency/fire access to Lot 3. One option is to construct a stairway from Ontario Court across a panhandle of private property (Lot 1 of the Block 52 Replat Subdivision) within an existing easement. The second option is to construct the stairway within the Second Street ROW to the Lot 3 building pad. Maintenance of the stairway in the ROW would be the responsibility of the owner of Lot 3, and the stairway would be considered a private stairway. In the future, if the City elected to extend the stairway to McHenry, then the entire stairway would become public and the stairs would be maintained similarly as other public stairways in the City.

The City Engineer and Chief Building Official agree that both options provide adequate fire and emergency access. A private stairway could be allowed in the ROW with an approved encroachment and maintenance agreement, until the City extends the staircase.

On September 10, 2008, the Planning Commission conducted a public hearing and forwarded a positive recommendation to the Council. At the public hearing an adjacent neighbor expressed concerns regarding the location of the driveway to Lot 3 and impacts on his lot. The location of the driveway was pointed out relative to his lot on Ontario Court. The owner of Lot 1 of the Block 52 replat expressed a desire to have the Commission require the emergency stairs within the Second Street ROW and not across his lot. The applicant would like to preserve the option of constructing the stairs in the easement.

Analysis

Staff viewed the proposed subdivision plat amendment for compliance with the Land Management Code, and made the following findings.

Access to Lot 3 is proposed along a 12- foot wide driveway easement across Lot 2. This driveway will follow an historic access cut from McHenry Avenue. Staff finds that impacts of the driveway on the existing topography will be mitigated by construction in the location of the existing historic driveway. Using an easement over Lot 2 for Lot 3 will

reduce the necessity of excessive grading and retaining for the driveway. This access easement shall be included on the plat.

The 12- foot driveway easement along Lot 2 is very narrow. In the winter, there tends to be a significant amount of snowfall in Park City. Because of the narrow nature of Lot 2 any building constructed on site will be a wide home built close to the driveway. Therefore, there will be limited snow storage areas for lots 2 and 3. The applicant is proposing that snow storage be located on a portion of the Second Street ROW and in the side yard setback on Lot 3. The ROW is wide enough to accommodate snow storage from the private driveway and a future staircase, as is the case in many locations in Old Town. Lot 3 has no frontage on a built City street; rather it fronts unimproved, platted Second Street. Snow storage would not be allowed to block access to a future public staircase.

A staircase from Ontario Court to the building pad on Lot 3 is necessary because the proposed driveway easement crossing Lot 2 from McHenry Avenue is too narrow for emergency vehicles, and a secondary access is required. (McHenry is a long dead-end cul-de-sac). With no street frontage, there is limited access for fire personnel in the event of an emergency. To address this problem, the applicant must construct and maintain a private stairway from Ontario Court. The Chief Building Official, Ron Ivie must approve the location and configuration of the stairway to be used for emergency access as part of any building permits for construction on Lot 3. A fire hydrant exists near the base of the proposed stairs. Ontario Court is a private street; however there is a recorded emergency access and utility easement on Ontario Court.

The property is very steeply sloped (30% or greater), with a considerable amount of vegetation. Any construction on these lots will create grading, terracing; site disturbance, shoring and project staging that could have impacts on the neighborhood, as there is limited area on McHenry Avenue for project staging and construction. Construction mitigation plans for these lots shall take into consideration these limitations. No specific plans for construction on the lots have been submitted with this plat amendment.

Procedurally, construction issues are discussed in detail as part of the Steep Slope CUP and Historic District Design Review processes that will be necessary on these lots prior to the issuance of any building permits. Utilities exist or are stubbed in for all three lots.

If approved, the lots will have the following LMC related requirements:

Lot 1 (Existing House – non-conforming setbacks)

- 3,750 sf lot area minimum (complies at 3,750 sf)
- Maximum footprint of 1,519 sf (complies at 864 sf existing)
- Front and rear setback 10 feet, minimum side setback 10 feet for a total of 24 feet minimum (non-conforming side and rear setbacks of existing house to property lines that can not be resolved with this plat amendment, minimum side

setbacks are 10' on south side)

Lot 2 (Vacant lot)

- 3,750 sf lot area minimum (complies at 6,430 sf)
- Maximum footprint of 2,241 sf
- Front and rear setback min 10 feet, minimum side setbacks 5 feet, (total of 14 feet)

Lot 3 (Vacant lot)

- 3,750 sf lot area minimum (complies at 6,078 sf)
- Maximum footprint of 2,160 square feet
- Front and rear setbacks of 12 feet minimum (total of 25'), minimum side setbacks of 5 feet (total of 18 feet).

Staff finds there is good cause for the proposed subdivision as the plat will bring the lots into compliance with state law by removing interior lot lines and combining remnant lots and parcels into lots of record. The three lot subdivision results in a reduction in density on this property. Approximately 1,500 sf of property will be dedicated as ROW for McHenry Avenue. Additionally, a remnant portion of Lot 12, Block 52 adjacent to PCMC/RDA remnant Lots 13, 14, and 15 of Block 52, will be dedicated to PCMC/RDA as a result of this plat amendment. Staff finds that the plat will not cause undo harm to adjacent property owners because the proposal meets the requirements of the Land Management Code and future development is reviewed for compliance with requisite Building and Land Management Code requirements.

Notice

The property was re-posted and re-noticed to property owners within 300 feet, due to the length of time the item was continued for public hearing. Legal notice was also put in the Park Record.

Public Input

Property owners to the south object to the subdivision plat amendment because they dispute whether the easement language is sufficient to allow a stairway to be constructed. No additional public input on the revised plat has been received at the time of this report.

Alternatives

- City Council may approve the Ivers/Baer Subdivision as conditioned or amended; or
- City Council may deny the Ivers/Baer Subdivision and direct staff to make findings for this decision; or
- City Council may continue the discussion on the Ivers/Baer Subdivision.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The land would remain as is and no construction could take place across existing lot

lines. Existing Lot 1 of the Ivers Replat could be built on.

Process

Subdivisions and plat amendments require a public hearing and recommendation by the Planning Commission with final action by the City Council. City Council's decision on a plat amendment may be appealed to a court of competent jurisdiction per LMC Section 15-1-18. Prior to building permit issuance for construction in the HRL District, plans must be submitted to and reviewed by the Planning Department for compliance with the Historic District Design Guidelines. Construction located on slopes of 30% or greater requires a Steep Slope Conditional Use Permit with review and approval by the Planning Commission. No plans have been submitted for construction on the proposed lots.

Recommendation

Staff recommends the City Council conducts a public hearing for the Ivers/Baer Subdivision and considers approving the plat according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Exhibits

Ordinance

Exhibit A- Proposed Subdivision plat

Exhibit B- Existing Conditions

Exhibit C- Conceptual stair plan - revised

Exhibit D- Location on Zone Map

Exhibit E- Recorded Easement Agreement

Ordinance No. 08-

AN ORDINANCE APPROVING THE IVERS/BAER SUBDIVISION COMBINING LOTS 12, 16-18 OF BLOCK 52 , LOTS 6-9 BLOCK 60 OF THE PARK CITY SURVEY, AND LOT ONE OF THE IVERS REPLAT, WITH ADJACENT REMNANT PARCELS INTO THREE LOTS OF RECORD, LOCATED AT 154 MCHENRY AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property known as 154 McHenry Avenue, has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on October 12 and November 28, 2007 the Planning Commission discussed the 154 McHenry Avenue plat amendment at work session and on November 28, 2007 and January 9, January 23, and September 10, 2008, the Planning Commission held public hearings to receive public input on the proposed Subdivision ; and

WHEREAS, September 10, 2008 the Planning Commission forwarded a positive recommendation to City Council; and

WHEREAS, on October 2, 2008 the City Council held a public hearing on the proposed subdivision; and

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

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Ivers/Baer Subdivision 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 Historic Residential Low Density (HRL) zone.
2. The HRL zone is characterized by medium to smaller sized contemporary and historic residential structures, and is a transitional zone from the historic district to the larger contemporary zones.
3. The subdivision plat combines portions of Lots 12, 16-18 of Block 52 and Lots 6-9 of Block 60 of the Park City Survey, and Lot 1 of the Ivers Replat into three lots of record and results in a reduction in density. The total plat area contains approximately 16,410 square feet.
4. There is an existing single family home on Lot 1 that is a non-conforming structure due to the location of existing property lines that the subdivision plat

- can not resolve. Lots 2 and 3 are vacant.
5. Access to lots 1 and 2 is from McHenry Avenue.
 6. Access to lot 3 is proposed in two locations; the first is via a 12 foot wide driveway easement across the east side of Lot 2; the second is via a stair case that would have to be constructed from Ontario Court either from an easement across Lot 1 of the Block 52 Replat Subdivision or within the platted, un-built Second Street ROW. These stairs are a requirement of the City to provide emergency and fire access to Lot 3. These stairs must be built to City specifications for public stairways but could initially be private stairs to be maintained by the owner of Lot 3. If the City completes the staircase to McHenry in the future, the staircase would be public stairs and maintenance of the stairs would be consistent with the maintenance protocol for City staircases.
 7. The existing historic driveway will mitigate impacts of the 12-foot driveway accessing lot 3 on the existing topography and it will reduce the necessity of excessive grading and retaining necessary for the driveway.
 8. A portion of Lot 1 will be dedicated to the City as part of the McHenry right -of-way. A portion of Lot 12, Block 52 will be dedicated to PCMC/RDA.
 9. Lot 1 is 3,750 square feet in size with a maximum footprint of 1,519 square feet.
 10. Lot 2 is 6,430 square feet in size with a Maximum footprint of 2,241 square feet.
 11. Lot 3 is 6,078 square feet in size with a Maximum footprint of 2,160 square feet.
 12. The minimum lot size for a single- family home in the HRL zone is 3,750 square feet.
 13. Construction on these lots will create grading, terracing; site disturbance, shoring and project staging that could have impacts on the neighborhood, as there is limited area on McHenry Avenue for project staging and construction. Construction mitigation plans for these lots shall take into consideration these limitations.
 14. Minimal construction staging area is available along McHenry Avenue.
 15. The height for any construction on the property will be measured in accordance with the requirements in the LMC. Setbacks for Lot 1 are 10' minimum front and rear and 10' minimum on the sides due to non-conforming situation with the existing house. Setbacks for Lot 2 are 10' minimum front and rear and 5' minimum side with a total of 14'. Setbacks for Lot 3 are 12' minimum front and rear with total of 25' and 5' minimum side with a total of 18'.
 16. The applicant stipulates to the conditions as listed.

Conclusions of Law

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

Conditions of Approval

1. The City Attorney and City Engineer review and approval of the final form and

content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.

2. Prior to the receipt of a building permit for construction on any of the lots, the applicant shall submit an application for Historic Design Review for review and approval by the Planning Department for compliance with applicable Historic District Design Guidelines.
3. A financial security for all public improvements shall be in place prior to plat recordation. The financial guarantee shall have been approved by the City Engineer as to amount and the City Attorney as to form prior to plat recordation.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
5. No remnant parcel created hereby is separately build-able.
6. The emergency access stairs and long driveway from McHenry Avenue for Lot 3 shall be constructed concurrent with any building permits for the Lot. The stairway must meet City specifications for a public stairway. The owner at that time shall enter into an encroachment agreement with the City for construction of the stairs and driveway in the platted street. The encroachment agreement will provide for the driveway's snow storage to be relocated to Lot 3 in the event the City ever constructs public stairs in the public right-of-way for Second Street.
7. A maintenance agreement for the stairs shall be executed prior to final building permit issuance. The owner of Lot 3 is required to maintain the stairs as private stairs until such time as the City completes construction of the staircase and they become a public staircase.
8. Modified 13-D sprinklers are required in each house.

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

PASSED AND ADOPTED this 2nd day of October, 2008.

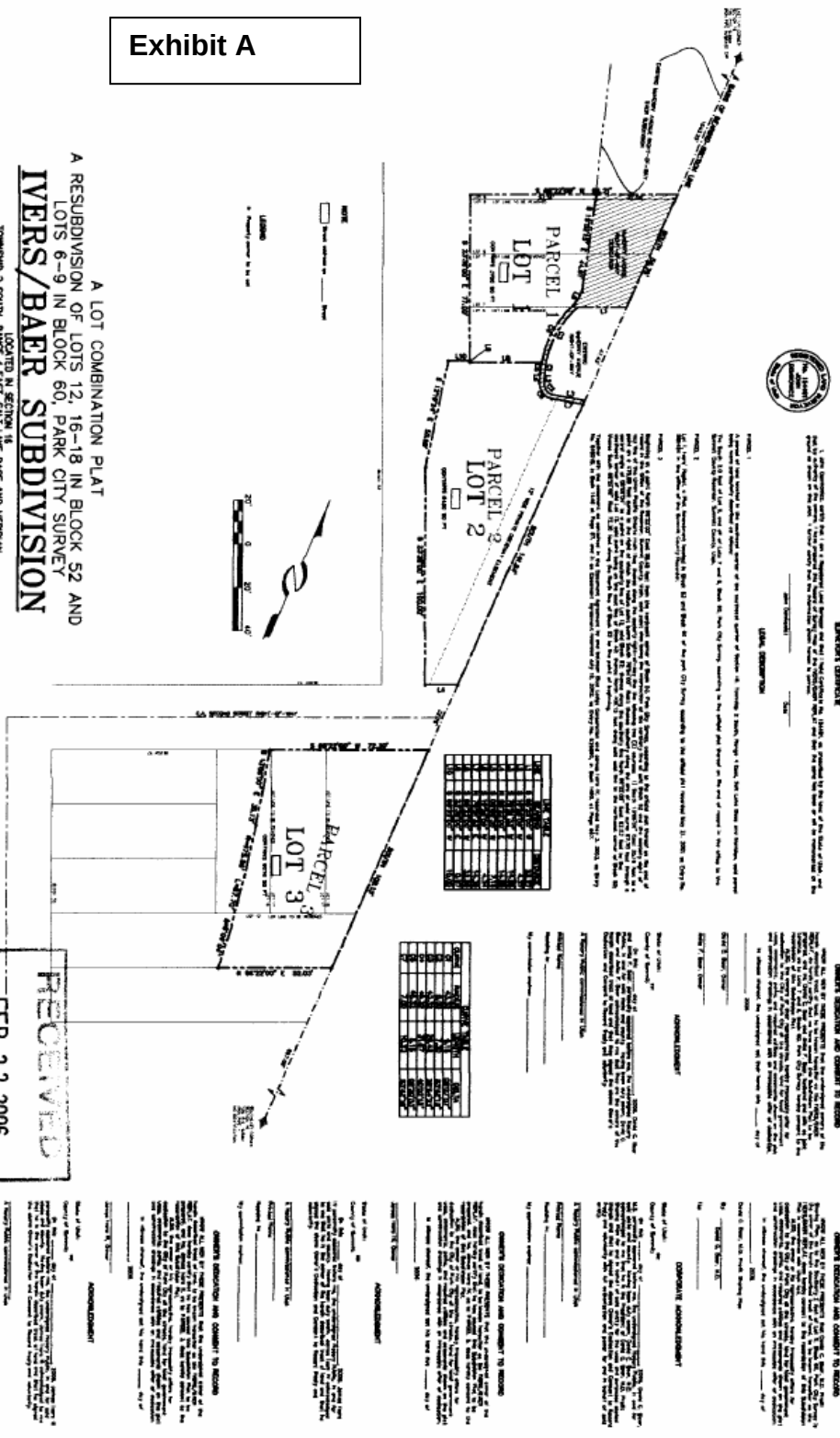
Exhibit A

A LOT COMBINATION PLAT A RESUBDIVISION OF LOTS 12, 16-18 IN BLOCK 52 AND LOTS 6-9 IN BLOCK 60, PARK CITY SURVEY IVERS/BAER SUBDIVISION

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASIN AND MERIDIAN
PARK CITY, SALT LAKE COUNTY, UTAH

RECEIVED
FEB 22 2006
PARK CITY
PLANNING DEPT.

STANDARD BARR WATER REGULATION DISTRICT RECEIVED FOR SUBMITTAL TO DISTRICT WITH WATER REGULATION DISTRICT STANDARD DATE OF SUBMITTAL: 2005 4.0 BY: [Signature]	PLANNING COMMISSION THE CITY OF PARK CITY HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORD. DATE OF APPROVAL: 2005 4.0 BY: [Signature]	ENGINEER'S CERTIFICATE THE CITY OF PARK CITY HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORD. DATE OF APPROVAL: 2005 4.0 BY: [Signature]	APPROVAL AS TO FORM THE CITY OF PARK CITY HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORD. DATE OF APPROVAL: 2005 4.0 BY: [Signature]	CERTIFICATE OF ATTORNEY THE CITY OF PARK CITY HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORD. DATE OF APPROVAL: 2005 4.0 BY: [Signature]	COUNCIL APPROVAL AND ACCEPTANCE THE CITY OF PARK CITY HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORD. DATE OF APPROVAL: 2005 4.0 BY: [Signature]	RECORDED STATE OF UTAH, COUNTY OF SALT LAKE, AND FILED AT THE REGISTRY OF DEEDS AND MORTGAGES DATE OF RECORDING: 2005 4.0 BY: [Signature]
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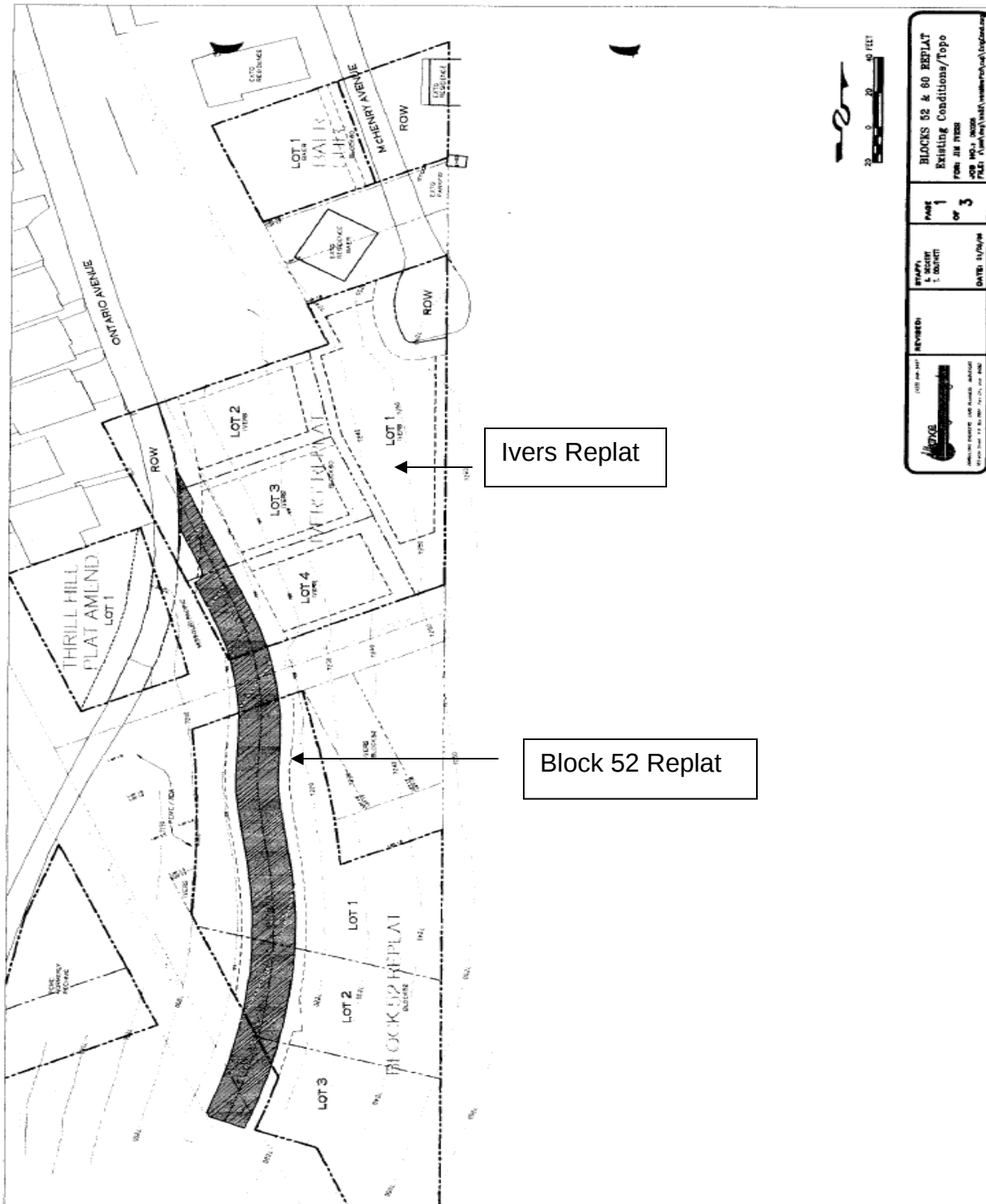
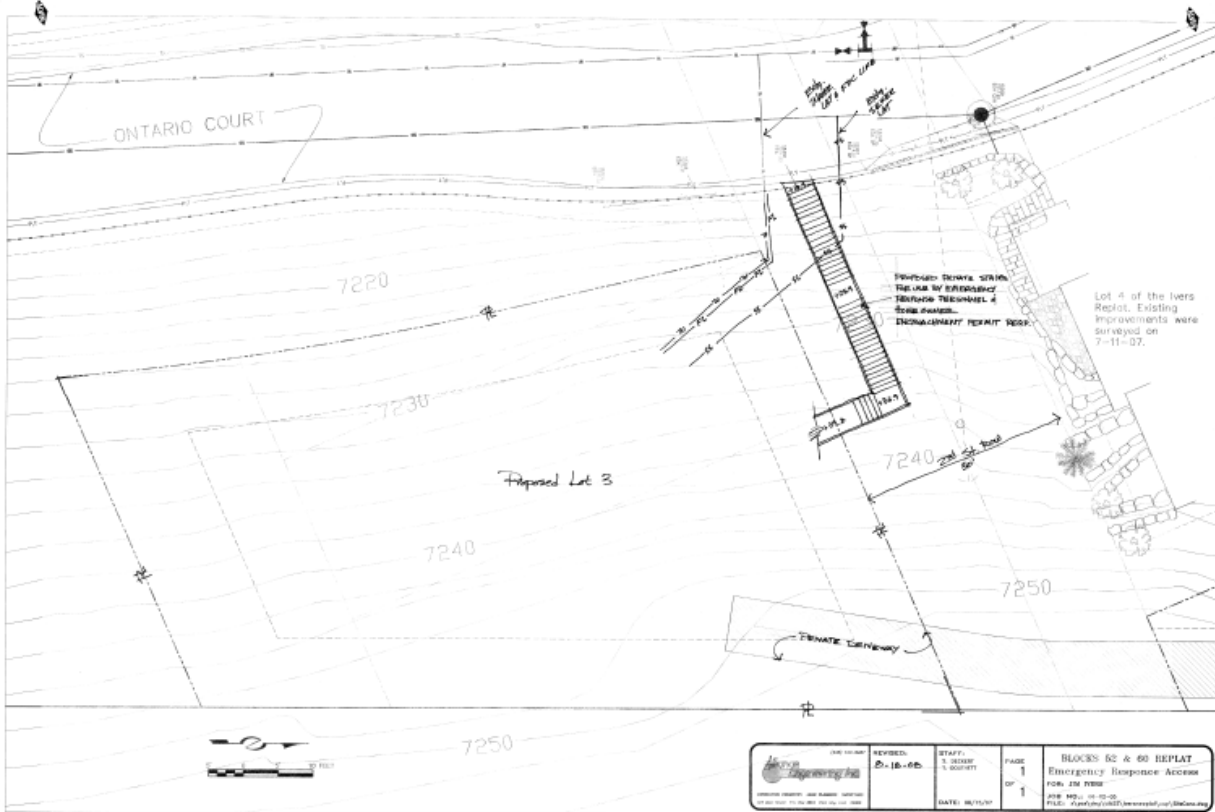


Exhibit C



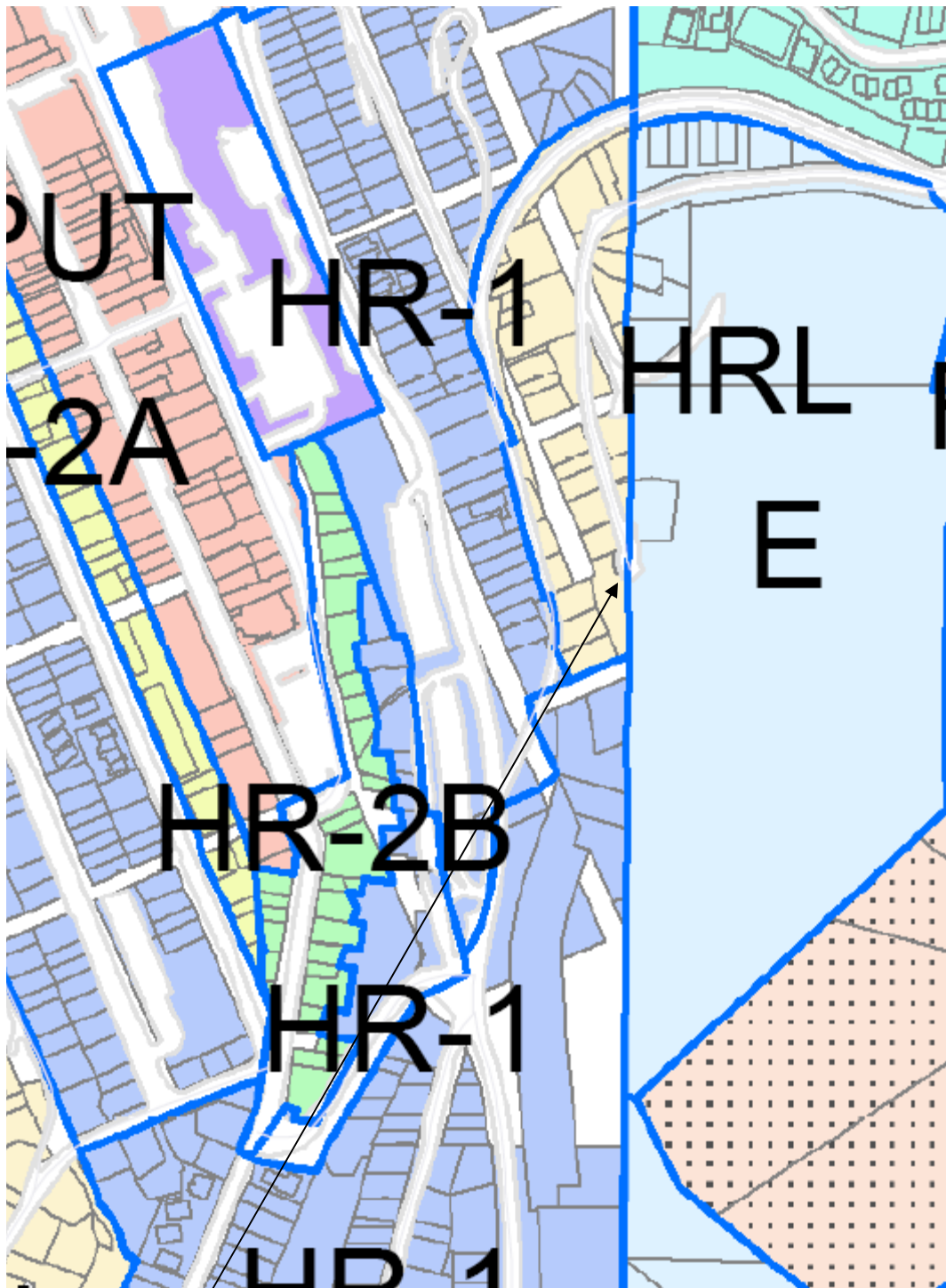


Exhibit D- Site location

Exhibit E- Easement Agreement

NOV-27-07 12:00 PM JIM EVERS 589 466 0555 P. 02

After recording, please return to:
JAMES IVERS
111 E. LINCOLN RD. #4
SPRINGDALE WA 99206

00618018 Ex01448 Po00057-0061
BLAN SPRINGS, SUMMIT CO RECORDER
2002 MAY 03 08:26 AM FEE \$23.00
REQUEST: COALITION TITLE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 11th day of April, 2001 by and between BLUE LEDGE CORPORATION, a Delaware corporation (referred to herein as "BLC"), JAMES IVERS IV and SANDRA S. IVERS (collectively referred to herein as "Grantees").

RECITALS

A. BLC is the owner of that certain real property located in Park City, Summit County, State of Utah, the legal description of which is set forth on Exhibit "A" attached hereto and incorporated herein by this reference (referred to herein as the "Easement Area").

B. Grantees are the owners of that certain parcel of real property located in Park City, Summit County, State of Utah, the legal description of which is set forth on Exhibit "B" attached hereto and incorporated herein by this reference (referred to herein as the "Parcels").

C. Grantees desire that BLC grant to them, as the owners of the Parcels, a perpetual, irrevocable easement over and across the Easement Area for the benefit of the Parcels, and BLC is willing to grant to Grantees an easement over and across the Easement Area on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BLC and Grantees hereby covenants and agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the indicated meanings.

(a) "Benefitted Parties" means each of the Owners and the respective agents, employees, tenants, invitees, guests and licensees of the Owners.

(b) "Owners" means all of the persons or entities who are an Owner, taken in the aggregate.

(c) "Owner" means Grantees in their capacity as the owners of the Parcels, and their assigns and successors in interest with respect to the Parcels as the same may be shown by the records of Summit County, Utah.

43999 2

(d) "Parcels" means that certain real property located in Park City, Summit County, State of Utah, as described on Exhibit "B" attached hereto and incorporated herein by this reference.

2. Grant and Declaration of Easement. BLC hereby conveys, assigns, transfers and grants to the Benefited Parties, and hereby declares that the Easement Area shall be encumbered by, and subject to, an exclusive, perpetual irrevocable easement (the "Easement") on, over, across and through the Easement Area (i) for ingress to and egress from, and the passage of motor vehicles and pedestrians to and from, each and all of the Parcels and (ii) for the construction, installation, operation, maintenance, repair and replacement of underground utility lines for the use and benefit of the Parcels. BLC, as the owner of the Easement Area, reserves the right to plant lawn, shrubs, flowers and other forms of landscaping within the Easement Area and to place fences and other temporary improvements within the Easement Area, provided that any such landscaping, fences or other improvements do not interfere with the Benefited Parties' use of the Easement for the purposes permitted by this Agreement. In the event that any such landscaping or improvements interfere with the Benefited Parties' permitted use of the Easement, then the owner of the Easement Area shall cause such improvements or landscaping to be moved at such owner's expense.

3. Damage to the Easement Area. Any damage or destruction caused to the Easement Area by any Owner shall be repaired or replaced at such Owner's sole expense.

4. No Interference. Except to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, or as BLC and the Owners may mutually agree, no fence, wall, barricade, or any other obstruction, whether temporary or permanent in nature which materially limits or impairs the free and unimpeded access to or across the Easement Area, shall be constructed or erected, nor shall BLC in any other manner obstruct or interfere with the flow of pedestrian or vehicular traffic over any portion of the Easement Area.

5. Duration. This Agreement and the Easements created hereby shall be perpetual.

6. Integration; Modification. This Agreement contains the entire agreement with the respect to the matters set forth herein. This Agreement and the Easement created hereby may be terminated, extended, modified or amended as to the Easement Area or the Parcels or any portion thereof only with unanimous written consent of BLC and the Owners, and any such termination, extension, modification or amendment shall be effective upon recordation of a written document evidencing the same, executed and acknowledged by BLC and by all the Owners then existing, in the office of the Recorder of Summit County, Utah.

7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area or the Parcels to or for the general public or for any public purposes whatsoever, it being the intention of BLC and the Owners that this Agreement shall be strictly limited to and for the purposes expressed herein.

8. Easement Runs with the Land. The Easement and the rights and obligations granted or created hereby are appurtenant to Easement Area and the Parcels, and the Easement may not be transferred, assigned or encumbered except as appurtenances to the Easement Area and to each of the Parcels. For purposes of the Easement and the rights set forth therein, each Parcel shall constitute a portion of the dominant estate, and the Easement Area shall constitute

the servient estate. The Easement and the rights contained in this Agreement (whether affirmative or negative nature) shall: (i) constitute covenants running with the land; (ii) bind every person having a fee, leasehold or any other interest in any portion of the Easement Area and the Parcels at any time or from time to time to the extent such portion is effected or bound by the Easement; (iii) inure to the benefit of and be binding upon BLC and its successors and assigns as to the Easement Area and shall also inure to the benefit of and be binding upon the Owners and the respective successors and assigns as to their respective Parcels; and (iv) create an equitable servitude upon the Easement Area in favor of each of the Parcels.

9. **No Partnership.** BLC and the Owners do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

10. **Action.** BLC and each of the Owners shall execute, acknowledge and deliver all documents and shall take or forbear from taking all such actions as may be necessary and appropriate to achieve the purposes of this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. **Severability.** In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

IN WITNESS WHEREOF, BLC and the Owners have caused this Agreement to be executed as of the day and year first above written by persons duly authorized to execute the same.

BLUE LEDGE CORPORATION, a Delaware corporation

By: 

Hank Rothwell

Title: President


JAMES IVERS IV


SANDRA S. IVERS

00618018 Bk01448 Pg00059

City Council Staff Report



Subject: Marsac Avenue Affordable Housing
Subdivision
Author: Brooks T. Robinson
Date: October 2, 2008
Type of Item: Administrative – Subdivision

Summary Recommendations

Staff recommends the City Council open the public hearing, discuss the proposed Marsac Avenue Affordable Housing Subdivision, and consider approval of the subdivision based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant: United Park City Mines Company
Location: 100 Marsac Avenue
Zoning: Historic Residential (HR-1)
Adjacent Land Uses: State Route 224 to west, residential zones to east and north, open space to south.
Reason for Review: Subdivisions require Planning Commission review and City Council approval

Background

On January 9 and February 27, 2008, the Planning Commission held public hearings on the MPD pre-application. The Commission directed staff to return with findings for compliance with the General Plan. On March 12, 2008, the Commission ratified the findings for compliance with the General Plan and directed the applicant to work with the neighborhood to provide a more compatible design in keeping with the historic development pattern. The Commission was also not in favor of the intensity of the use and directed the applicant to reduce the density from what was originally proposed.

On May 28, 2008, the Planning Commission held a work session discussion on the Master Planned Development application and a public hearing was held on June 11th. An additional public hearing only was held on June 25th. On July 9th, the Planning Commission approved a Master Planned Development for ten single family homes located on a private street.

On August 18, 2008, the City received an application for a subdivision of ten building lots and two open space parcels. Additional materials were received on August 28 and the application was considered complete. The property is currently two metes and bounds parcels and platted Seventh (First) Street and encompasses approximately 2.7

acres. The vacation of platted Seventh (First) Street was discussed by the Planning Commission during the MPD review.

Ten residential lots from 2,305 square feet to 2,957 square feet are proposed. In addition, two deed restricted open space parcels encompassing 2.07 acres are proposed. The open space parcels would be owned by the Homeowners Association. A public trail easement is dedicated for an existing trail on the property.

The proposed access road, Silver Hills Court, is approximately 400 feet long and intersects Marsac Avenue approximately 200 feet south of the Hillside – Marsac intersection. Silver Hills Court is proposed as a private road with public pedestrian, public utility and emergency access easement within the 25 –foot right of way. The road includes a vehicular turnaround at the northern terminus and an emergency access easement onto platted Marsac Avenue and Ontario Court, a private street. The location of Silver Hills Court will preserve a substantial (approximately 78%) length of the historic stone walls from the Ontario Loading Station. The Ontario Loading Station includes the former railroad bed created with the use of the stone retaining walls and the mine portal itself (to the south of the subject property). The walls are located within and protected by an easement on the proposed plat.

The Planning Commission heard this application at its regular meeting of September 10, 2008, and forwards a positive recommendation. Two changes to the Conditions of Approval were recommended. Condition #1 was amended to have further review by the City Attorney of the Block 52 Replat (Ontario Court) for confirmation of the right to use the private driveway for emergency access. The second amendment was to change the suggested name of Silver Hills Avenue to Silver Hills Court on the proposed plat. That change is reflected throughout this report.

Analysis

The underlying zoning is Historic Residential (HR-1). The minimum lot size in the HR-1 zone is 1,875 square feet. Included in the application is a request for the vacation of the platted, unbuilt Seventh (First) Street right of way.

Development in the HR-1 zoning district is subject to the following criteria:

	Permitted	Proposed
Height	27 feet above existing grade	No height exception granted in MPD
Footprint	Based on Lot area Lot 1: 1143.3 Lot 2: 1235.8 Lot 3: 1158.2 Lot 4: 1173.9 Lot 5: 1252.2 Lot 6: 1191 Lot 7: 1017.1	Each house will be required to meet the footprint restriction.

	Lot 8: 1012.8 Lot 9: 1014.6 Lot 10: 1025.5	
Front setback	10 feet	No setback reductions in MPD
Rear setback	10 feet	10 feet
Side setbacks	Depends on lot width. 3 feet for lots less than 50 feet in width; 5 feet for lots 50 feet and greater in width.	Houses would need to comply based on lot width.
Parking	Two spaces required	2 per unit

The approved MPD showed a layout with seven units on the downhill (west) side of the private road and three units on the uphill (east) side. The proposed subdivision shifts one unit from the downhill side to the uphill side in order to stay further away from the north end of the historic stone walls. Another benefit to this revised layout is further clustering on the site with the uphill unit (#10) partially screened by the unit on Lot 1. The Planning Commission concurred that this is in substantial compliance with the MPD.

Staff finds good cause for this subdivision as it complies with the approved MPD, with the concurrence of the Planning Commission on the moving of one unit, the HR-1 zoning restrictions, and the Park City subdivision regulations.

Vacation of Right of Way

The applicant is requesting the vacation of platted Seventh (First) Street. The Planning Commission reviewed this aspect of the proposal during the MPD review. Staff has provided the same analysis below.

In order to execute the vacation, the City Council, after receiving a recommendation from the Planning Commission must make findings of compliance with Resolution No. 8-98, "Resolution adopting a policy statement regarding the vacation of public right-of-ways within Park City, Utah." The resolution is divided into three sections; each with reviewable criteria necessary for a finding of compliance.

SECTION 1 Good Cause: The City may generally find "good cause" when a proposal evaluated as a whole demonstrates a "net tangible benefit" to the immediate neighborhood and to the City as a whole.

Criteria 1: No increase in density. Existing density shall be determined by counting the lots/units that the petitioner could reasonably obtain a building permit for at the time the petition is filed. The existing density must have existing access and must not require a plat amendment in order to obtain a building permit. Street right-of-ways will generally not be vacated to facilitate greater density, floor area or area disturbance.

Complies

An Affordable Housing MPD is allowed a density up to 20 units per acre or approximately 54 units on the 2.7 acre site. The right of way is approximately 5,250 square feet or 0.12 acres reducing the potential number of units to 51 units. The proposed 10 units is a significant decrease in the number of possible units.

Criteria 2: Neighborhood Compatibility: The proposal shall be analyzed according to the following criteria: the application complies with all requirements of the LMC; the use will be compatible with surrounding structures in use, scale, mass and circulation; the use is consistent with the Park City General Plan, as amended; and the effects of any differences in use or scale have been mitigated through careful planning. The City shall consider the 15 criteria for a conditional use located in Chapter 15-1-10 of the LMC when considering compatibility.

Complies

Staff finds that no variances are required and that all requirements of the LMC are met. The ten single family houses have a footprint of approximately 705 square feet, which is smaller than found on a typical 1,875 square foot HR-1 lot. The houses to the west, in the Prospect Avenue area are a mix of historic and contemporary homes of varying sizes. The houses to the northeast in the Ontario Avenue area are predominately contemporary and substantially larger than the homes proposed.

The Land Management Code (15-1-10) sets the following standards of review:

(1) size and location of the Site;

No unmitigated impacts.

The site is approximately 2.7 acres and zoned HR-1. The ten units are a substantial reduction from the 51 units that are possible with the given land area.

(2) traffic considerations including capacity of the existing Streets in the Area;

No unmitigated impacts.

The site is served by Marsac Avenue, aka State Route 224. Marsac Avenue, although carrying a large volume of traffic, has sufficient capacity for these ten units. The nearby intersection of Marsac Avenue and Hillside Avenue has stop signs on the downhill travel lane of Marsac and on Hillside. The uphill travel lane of Marsac does not have a stop sign but the posted speed limit is 20 miles per hour. The Master Planned Development required the developer to work with UDOT to provide a sidewalk and crosswalk.

(3) utility capacity;

No unmitigated impacts.

Adequate utilities exist nearby.

(4) emergency vehicle Access;

No unmitigated impacts.

Emergency access is from Marsac Avenue. In addition an emergency vehicle access is proposed from the north end of the site through Ontario Court, a private street. Two neighbors on Ontario Court have objected to the use of Ontario Court

for emergency access. The City asserts a right to provide emergency access to all properties within Park City.

(5) location and amount of off-Street parking;

No unmitigated impacts.

Each unit will have two parking spaces.

(6) internal vehicular and pedestrian circulation system;

No unmitigated impacts.

A sidewalk and crosswalk connect this project to the west side of Marsac Avenue.

(7) fencing, Screening, and landscaping to separate the Use from adjoining Uses;

No unmitigated impacts.

A landscape plan is required with both a Steep Slope CUP and the Historic District Design review. The site is mostly surrounding by natural open space.

(8) Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;

No unmitigated impacts.

The ten single family houses have a footprint of approximately 705 square feet, which is smaller than the 844 sf footprint found on a typical 1,875 square foot HR-1 lot. The houses to the west, in the Prospect Avenue area are a mix of historic and contemporary homes of varying sizes. The houses to the northeast in the Ontario Avenue area are predominately contemporary and substantially larger than the homes proposed.

(9) usable Open Space;

No unmitigated impacts.

Approximately 77% or 2.07 acres of the 2.7 acres is proposed as dedicated open space. The applicant is not counting the proposed development lots into the open space calculation. An existing trail to the east will be within the open space. This open space will be owned by the HOA and deed restricted as open space.

(10) signs and lighting;

No unmitigated impacts.

Any signs will require a separate sign permit and lighting must comply with the City lighting regulations.

(11) physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;

No unmitigated impacts.

The ten single family houses have a footprint of approximately 705 square feet, which is smaller than found on a typical 1,875 square foot HR-1 lot. The houses to the west, in the Prospect Avenue area are a mix of historic and contemporary

homes of varying sizes. The houses to the northeast in the Ontario Avenue area are predominately contemporary and substantially larger than the homes proposed. Staff recommends that the specific house designs be sufficiently different to provide variety and interest.

(12) noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;

No unmitigated impacts.

These factors would be typical of any residential street.

(13) control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas;

No unmitigated impacts.

During construction, staging will be on-site. Post-construction, the amount of service and delivery will be typical of a residential street. A turnaround is provided at the end of the street.

(14) expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities; and

No unmitigated impacts.

Each lot and unit will be deed restricted as affordable housing and owner occupied.

(15) within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site.

No unmitigated impacts.

The site, as with all HR-1 zoned properties, is not within the Sensitive Lands Overlay.

Criteria 3: Consideration: Proposals must compensate the City for the loss of the right-of-way. Consideration favored by the City will generally be financial (market value based upon square footage); open space dedication above and beyond normal subdivision or development requirements; trail or public access dedication above and beyond normal subdivision or development approval requirements; replacement of right-of-way dedication; and/or any public amenity deemed in the best interests of Park City's citizens.

Complies

The platted Seventh (First) Street Right of way that is proposed to be vacated is 30 feet wide and 175 feet long for a total of 5,250 square feet. An Affordable Housing MPD requires a minimum of 50% open space that can be reduced to 40% by the Planning Commission. The proposed MPD has 77% open space and provides protection for an existing trail. The layout of the site is primarily predicated on the preservation to the greatest extent possible of the historic stone walls. Previous designs did not require the vacation of the right of way but also nearly completely removed the stone walls. Staff

finds that the affordable housing itself is a community benefit in addition to the amount of open space, platting of a trail, and preservation of the historic stone walls.

Criteria 4: Utility of existing Right-of-Way. The City shall typically dispose of public right-of-way only when the right-of-way is no longer of significant utility to the City. The City shall consider the right-of-way's status as listed in the Streets Master Plan, the recommendation to the City Engineer, existing improvements and utilities within the right-of-way and the Capital Improvement Plan. Replacement of the prior right-of-way alignment or dedication of new right-of-way must meet the construction and width standards in the Streets Master Plan, unless otherwise reduced by the City Engineer.

Complies

The 1984 Streets Master Plan lists the platted Seventh (First) Street R-O-W as "Existing Rights of Way considered Unbuildable" with the comment to "use as exchange parcel to extend Ontario Avenue to by-pass "slide for life hill"". With the re-platting and development of Ontario Court, the exchange has been precluded.

Pursuant to State Law, (UCA 10-9a-609.5) a street vacation may not impair the right of way or easements of any lot owners or franchise rights of any public utility. The City Engineer reviewed this application and found no easements or utilities within the right of way.

SECTION 2. MATERIAL INJURY. The City must find that no person nor the public is "materially injured" by the proposal. "Materially injured" generally means direct or indirect injury to property or a property right as a result of the proposal. The injury must be significant enough to raise to the level of interfering with the injured party's use of his/her property or property right. The injury must be demonstrated by evidence on the record, or the City's reasonable inference there from, and shall not merely be conjecture nor public clamor.

Complies

The proposed vacation will not materially injure the adjoining properties. The owners on either side of the First Street are the current applicants.

SECTION 3. JOINT MEETINGS. Joint meetings between the Planning Commission and City Council and Historic Preservation Board, as necessary are encouraged early in the process for large projects and master planned developments, which propose vacation and reconfiguration of public right-of-ways.

The Planning Commission may determine whether a joint meeting would be necessary for this project. During the MPD and subdivision review, the Planning Commission did not express a need for a joint meeting.

Notice

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

Public Input

Staff has received correspondence from adjacent property owners on Ontario Court. The correspondence is attached as Exhibit B. There was additional public input during the Planning Commission public hearing (see Minutes, Exhibit C) and correspondence after the Planning Commission hearing (Exhibit D).

The City Attorney confirmed that the Park City Fire District has emergency access through the Block 52 private driveway to the platted Marsac Avenue right of way. Additional language is recommended to Condition of Approval #6 to insure that the connection to Marsac from the south from this development prevents non-emergency thru traffic.

Alternatives

- The City Council may approve the Marsac Avenue Affordable Housing Subdivision as conditioned or amended, or
- The City Council may deny the Marsac Avenue Affordable Housing Subdivision and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on the Marsac Avenue Affordable Housing Subdivision.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The property would remain as two metes and bounds parcels and platted Seventh (First) Street.

Department Review:

The project has been reviewed by the Planning, Building, Engineering and Legal departments as well as the utility providers.

Future Process

Other applications that have been received are the Steep Slope Conditional Use Permit and the Historic District Design Review for each of the ten houses. The approval of this subdivision application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. Staff review of a Building Permit is not publicly noticed nor subject to review by the Planning Commission unless appealed.

Recommendation:

Staff recommends the City Council open the public hearing, discuss the proposed Marsac Avenue Affordable Housing Subdivision, and consider approval based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Ordinance with plat

Exhibit B – Correspondence

Exhibit C – Planning Commission minutes, Sept 10, 2008

Exhibit D – Additional Correspondence, post Planning Commission

Ordinance No. 08-

AN ORDINANCE APPROVING THE MARSAC AVENUE AFFORDABLE HOUSING SUBDIVISION LOCATED AT 100 MARSAC AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Marsac Avenue Affordable Housing Subdivision, have petitioned the City Council for approval of the Marsac Avenue Affordable Housing Subdivision; 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 10, 2008, to receive input on the Marsac Avenue Affordable Housing Subdivision;

WHEREAS, the Planning Commission, on September 10, 2008, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 2, 2008, the City Council held a public hearing on the Marsac Avenue Affordable Housing Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Marsac Avenue Affordable Housing Subdivision.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Marsac Avenue Affordable Housing Subdivision 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 proposed Marsac Avenue Affordable Housing Subdivision is located at 100 Marsac Avenue and encompasses 2.7 acres, including the platted Seventh (First) street right of way and two metes and bounds parcels.
2. The zoning for this property is Historic Residential (HR-1).
3. Ten single family lots are proposed. Fifty-one units could potentially be built on the property based on lot area.
4. Two deed-restricted Open Space Parcels encompassing 2.07 acres are proposed. These parcels will be owned and maintained by the Homeowners Association.
5. A 10-foot trail easement is dedicated to public use.
6. Silver Hills Court is a 25-foot wide private road with public pedestrian, public utility and emergency access easement located in the right of way.

7. The maximum building height in the HR-1 zone is 27 feet. The Planning Commission, in reviewing a Steep Slope Conditional Use Permit may grant a height exception.
8. No additional roof height was proposed or approved with the MPD.
9. Parking in an Affordable Housing MPD is required at a rate of one space per bedroom. Ten two-bedroom houses are proposed requiring 20 parking spaces.
10. Open Space in the amount of 77% exceeds the 50% requirement.
11. Approximately 80% of the historic stone walls are preserved and a preservation easement is provided on the plat.
12. The applicant proposes pedestrian access to Old Town in a safe and efficient manner.
13. There is good cause for the street vacation based on the decrease in density, neighborhood compatibility, consideration, utility of existing right of way, and no material injury.
14. The **Analysis** section of this staff report is incorporated herein.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the subdivision for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the subdivision at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. All conditions of approval of the Marsac Avenue Affordable Housing Master Planned Development shall continue to apply.
4. A fire protection plan requiring the use of modified 13D sprinklers is required for review by the Building Department prior to any building permit.
5. A Preservation Easement for the historic walls must be recorded concurrently with the plat.
6. The Applicant must install a gate or other device of a design and location approved by the Chief Building Official which restricts access to platted Marsac Avenue and Ontario Court to emergency vehicles only. The emergency access easement and connection to the north side of platted Marsac must be maintained and kept clear of snow at the responsibility of the Marsac Homeowners Association. No construction access is allowed via Ontario Court, including for installation of the gate.
7. Open space deed restrictions must be recorded prior to or concurrently with the plat.
8. Silver Hills Avenue, as shown on the proposed plat, will be named Silver Hills Court

on the recorded plat.

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

PASSED AND ADOPTED this 2nd day of October, 2008.

Exhibits

Exhibit A – Record of Survey plat

September 3, 2008

Park City Municipal Corporation
Planning Commission
P.O. Box 1480
Park City, UT 84060

RE: 100 Marsac Development Plan

To Whom It May Concern:

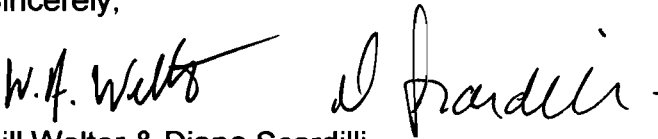
As the owners of 202 Ontario Court, we wish to express our concern regarding the current design of the proposed development plan for 100 Marsac.

We and the other members of the Ontario Court Homeowner's Association have made a significant investment in constructing and maintaining the Ontario Court driveway which provides private access to our homes. Not only would the current plan for 100 Marsac grant emergency vehicle access, it would create a visual illusion to drivers that our private drive provides egress off of Ontario. This would dramatically increase dangerous "turn-around" traffic on our narrow drive, thereby raising safety concerns for our families and increasing our exposure to liability – all with no benefit to those of us with homes on Ontario Court.

Based on a preliminary legal review, we do not believe the City or developer has the right to use our private driveway for any type of vehicular access to the 100 Marsac development without consent of the Ontario Court Homeowner's Association. We see no reason to grant that consent given the potential negative impact it would imply. **Instead, we believe the design of 100 Marsac should be altered in such a way that it 1) does not require any access from Ontario Court for emergency vehicles and 2) does not create a visual impression of a connected thru-fare to Ontario Court.**

We're confident there are many design solutions that would address these concerns, but the current plan is simply not acceptable to us.

Sincerely,



Bill Welter & Diana Scardilli
202 Ontario Court

Cc: Brook Robinson
Ron Ivy

SEP 04 2008

Brooks Robinson

From: Brooks Robinson
Sent: Wednesday, August 13, 2008 12:27 PM
To: 'Jeff Edison'
Subject: RE: Ontario Court

Jeff:

- ☐ Access is from Marsac Avenue, not Ontario Court. The connection would be for a public trail, similar to the easement on Ontario Court, and emergency access only.
- ☐ The reason the development moved further to the north is the concern expressed about the historic stone walls on the south end and the desire to preserve as much of the stone walls as possible.
- ☐ Further applications will be required to be legally noticed as well as having a courtesy mailed notice to surrounding property owners.

Brooks T. Robinson
 Principal Planner - Current Planning Coordinator
 Park City Municipal Corporation
 phone: 435-615-5065
 fax: 435-615-4906
brooks@parkcity.org

Please note that all Park City Municipal Corporation departments previously located in the Marsac Building have moved..

- *Planning, Building, Engineering and Finance are located at 1255 Iron Horse Drive.*
- *Executive (City Manager and Mayor), Budget, Human Resources and Sustainability are located at 1354 Park Avenue (Miners Hospital)*
- *Legal is located at 1333 Park Avenue.*

From: Jeff Edison [<mailto:jedison@PHILLIPSEDISON.com>]
Sent: Wednesday, August 13, 2008 11:26 AM
To: Brooks Robinson
Subject: RE:

Brooks, We do not believe the city should look to a private driveway as an access point for a new development. There are multiple other planning options for the developer that would give the project a more secure and safe access. We also do not understand why the site plan has created its density on the north side of the property. This is a significant change from the original plan. Why did the plan change so drastically? It is very important to us that we have a voice in this process. We are willing to discuss our concerns directly with the developer or thru the city but do not want to be kept out of the process. Can you help us to understand how we can accomplish this?

Leslie and Jeff Edison

Owners and members of the Ontario Court Home owners assn.

From: Brooks Robinson [<mailto:brooks@parkcity.org>]
Sent: Wednesday, August 13, 2008 10:53 AM
To: Jeff Edison
Subject: RE:

Jeff:

Attached is the current plan for the affordable/employee housing. You will notice that the total number of units is now 10 in a single family home arrangement. The connection to Ontario Court is for emergency vehicles and pedestrians only. No private vehicles will be allowed except in an emergency evacuation. Details of vehicle control (likely a gate) will be worked out at a later time. At this time, only the Master Planned Development has been approved. A subdivision is required as well as Historic District

Design Review and a Steep Slope Conditional Use Permit. Public input is encouraged at each of these coming steps. If you have any further questions, please don't hesitate to contact me.

Brooks T. Robinson
Principal Planner - Current Planning Coordinator
Park City Municipal Corporation
phone: 435-615-5065
fax: 435-615-4906
brooks@parkcity.org

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- *Executive (City Manager and Mayor), Budget, Human Resources and Sustainability are located at 1354 Park Avenue (Miners Hospital)*
- *Legal is located at 1333 Park Avenue.*

From: Jeff Edison [mailto:jedison@PHILLIPSEDISON.com]
Sent: Monday, August 11, 2008 1:18 PM
To: Brooks Robinson
Subject:

Brooks,
I was contacted by a friend today who indicated that there had been a change to the plan for 100 Marsac beyond what you referenced in your June 10 email. I am writing to confirm that the plans have not changed beyond what you discussed in your email. I also want to make clear that we do not want any connection between Ontario court and the new development. We built Ontario court as a private road for safety purposes and would have serious safety issues if this was to change in any way. There are children who play on that street and we do not anticipate this to change.

If any thing has changed from our earlier conversation, please forward those changes so I can review.
Thank you for your attention to this matter.

Sincerely,
Leslie and Jeff Edison.
Owners and members of Ontario Court home owners association.

PHILLIPS EDISON & COMPANY

September 2, 2008

Park City Municipal Corporation
Planning Commission
P.O. Box 1480
Park City, UT 84060

RE: 100 Marsac Development Plan

To Whom It May Concern:

My wife and I are the owners of 128 Ontario Court. We will be moving to Park City on a permanent basis upon completion of our home in early November.

As we discussed with Brook Robinson and David Smith (developer for Talisker/Park City Mines), we are very concerned about the current plan for this development. First and foremost, we do not believe there should be any vehicular connection between the two properties. We believe the proposed emergency access would be a safety issue for our private driveway. We are also concerned about the potential liability it would create for us and the Ontario Court Homeowner's Association. It is important to note that we do not believe the City or developer has the right to use our private driveway for any type of vehicular access to the 100 Marsac development.

We are also concerned about the potential visible association between the two developments and the impact of that connection on potential drivers. Our driveway is narrow and not well designed to have vehicles turn around. Any vehicle that enters our private driveway thinking they can connect to the other development would be a potential safety issue. The driveway was not designed to give access to emergency or other vehicles to another development. The current plan creates a visible connection between the two developments.

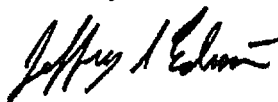
It should be noted that the original plan recorded with the City with no development on the uphill side of the access road to 100 Marsac and with the significant green space between the two developments would have resolved the connectivity issue. This connection was clearly a pedestrian only connection.

We believe there are many design solutions to our concerns (including double access to Marsac) and designs that would meet the City's requirement. The current plan, however, is not acceptable to us and violates our rights as owners of 128 Ontario Court. We built



the private driveway. We own the land under the private driveway and we maintain the private driveway. It should not and cannot be used for vehicular access to another development without our approval. Given the design flaws, the current plan is not acceptable.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey & Leslie Edison". The signature is fluid and cursive, with the last name "Edison" being more prominent.

Jeffrey & Leslie Edison
128 Ontario Court

Cc: Brook Robinson
David Smith

Brooks Robinson

From: Brooks Robinson
Sent: Thursday, September 25, 2008 10:27 AM
To: 'Betsy Wallace'
Subject: RE: 100 Marsac Avenue Written Comment

Thank you for your email. It will be added to the Planning Commission and City Council packets.

Brooks T. Robinson
 Principal Planner - Current Planning Coordinator
 Park City Municipal Corporation
 Phone: 435-615-5065
 Fax: 435-615-4906
brooks@parkcity.org

Please note that all Park City Municipal Corporation departments previously located in the Marsac Building have moved..

- Planning, Building, Engineering and Finance are located at 1255 Iron Horse Drive.
- Executive (City Manager and Mayor), Budget, Human Resources and Sustainability are located at 1354 Park Avenue (Miners Hospital)
- Legal is located at 1333 Park Avenue.

From: Betsy Wallace [mailto:BWallace@ascresorts.com]
Sent: Thursday, September 25, 2008 10:04 AM
To: Brooks Robinson
Subject: 100 Marsac Avenue Written Comment

Dear Mr. Robinson,

I am the owner of a home at 158 Main Street and am a full-time resident living there. I have been a full-time resident on Main Street for five years. I am writing this email to you regarding the low-income housing proposal for 100 Marsac Avenue. I am **against** this proposal for the following reasons:

1. It will drag down the property values of Old Town. That being said, how does the City and Talisker plan to financially reimburse home owners in Old Town for their loss of home value,
2. It will increase crime in Old Town. That being said, how does the City and Talisker plan to financially support additional police patrols in Old Town to ward off the increase in crime,
3. Marsac Avenue during the winter can be a difficult road to drive due to snow and ice. It requires automobiles and SUV's to have winter tires. How does this help workers of Upper Deer Valley, the workers whom Talisker is trying to provide housing for, many of which have only front wheel cars and are seen spinning out on icy roads throughout town? This will increase the amount of accidents on the narrow road of Marsac and will increase the cost to low-income housing owners.
4. Many low-income housing folks rely on public transportation. Is the City/Talisker going to extend and pay for the busing system up Marsac?
5. Many of the folks that are relying on the low-income housing won't be working up in Upper Deer Valley unless you/Talisker are going to discriminate as to who can live in the units. Additionally, many have second and third jobs not even close to Upper Deer Valley. Thus, arguably 100 Marsac is not a convenient location to those folks.
6. By far the most logical location for Low-income housing for folks working in the greater Park City area is Quinn's Junction for all of the reasons listed above and many more I have not included. To think differently just shows how out of touch both on this issue the City Counsel might be and Talisker for sure is.

Helen Wallace
 158 Main Street



City Council Staff Report

Subject: Professional Services Contract for
Hillside Avenue Reconstruction
Author: Matthew Cassel, P.E., City Engineer
Department: Engineering
Date: October 2, 2008
Type of Item: Administrative

Summary Recommendations:

The Council should authorize the Mayor to sign the attached Service Provider/Professional Services Agreement with Ward Engineering Group for engineering services related to the 2009 reconstruction of Hillside Avenue in the amount of \$168,220.00.

Topic/Description:

The City Council adopted the Old Town Improvement Study (OTIS) in 2002. This was actually the second study, as the City has been steadily improving infrastructure in Old Town since an earlier study in 1992 made similar recommendations. Street projects which have been accomplished so far include most of Swede Alley, Empire Avenue, King Road, Ontario Avenue, Marsac Avenue, Woodside Avenue south of 12th Street, Upper Park Avenue, Prospect Street, Upper Norfolk and lower Woodside/Norfolk. In the FY2009, budget the City Council included funds for this latest OTIS project, namely the road and utility improvement of Hillside Avenue. This contract with Ward Engineering Group will provide for the necessary design work on this important Old Town street. Ward Engineering Group will also advertise the project for bid and manage the construction contract. Bidding will occur in the late winter in an effort to obtain reasonable construction prices.

The Council has approved funding for this project as follows:

Capital Project cp0004 contains \$600,000 for the project and Capital Project cp0155 contains additional money for the project.

Background:

OTIS identified numerous City utility deficiencies and substandard roads in Old Town. In addition, the Snyderville Basin Water Reclamation District (SBWRD) has undertaken a very detailed remote-camera inspection of the sewer system to determine the extent of necessary sewer work. Park City coordinates with SBWRD on OTIS projects so all underground work is done prior to paving. Park City includes the SBWRD work in our construction contract for efficient project management, and then SBWRD reimburses Park City for its share of the construction costs. SBWRD and Park City each pay for our own engineering costs.

Analysis:

A review committee consisting of Kent Cashel (Public Works), Todd Touchard (Public Works), Bryan Atwood (SBWRD), Tom Eddington (Planning) and Matt Cassel (Engineering) evaluated eleven submitted SOQ/Proposals from engineering firms as listed below:

FIRM

Alliance Engineering
Alta Engineering
Bush & Gudgell
Caldwell Richards Sorensen
Forsgren Associates
Jack Johnson
Morrison Maierle
PEC
PEPG Engineering
Stantec, Inc.
Ward Engineering

In addition to price (which by City policy does not need to be the determining factor), the review committee evaluated each firm according to a list of criteria including experience on similar projects, strength of individual firm members, familiarity with PCMC & SBWRD specifications and procedures, project management skills, communication skills, and technical skills. Ward Engineering Group and Stantec were the top two ranking firm and were both shortlisted for interviews.

From the shortlist interviews, the selection committee determined that Ward Engineering Group is the best choice for providing professional design services to the City on this project. The final scope of services and fee were negotiated with Ward Engineering Group.

The design will include a retaining wall to support the road and its subbase, replacement of the sanitary sewer and water line, and possibly a sidewalk on one side of Hillside Avenue. Storm drain repair/replacement and dry conduits for future undergrounding of overhead utilities may also be included as well.

The waterline will be designed by Bowen, Collins & Associates through their contract with the City's Water Department and incorporated into the construction plans. Additionally, Ward Engineering Group will sign a separate contract with SBWRD for the design to replace the sanitary sewer.

An open house meeting was held on September 25, 2008 to discuss the project with residents and others concerned with the project. Approximately 15 people attended the meeting. Valuable information was gathered including numerous requests to include sidewalk with the project. Future public meetings will be held at the completion of

preliminary design, near the completion of the final design and just before construction starts.

Department Review:

This report has been reviewed by Building, Planning, Public Works, City Manager, and Legal. All issues have been resolved.

Alternatives:

A. Approve the Request:

This is the staff's recommendation.

B. Deny the Request:

This would make it impossible to complete the design in time for the 2009 construction season.

C. Continue the Item:

If the Council needs more information the item can be continued, but this could cause the design costs to increase since surveying in snow is more time-consuming, less accurate and error prone.

D. Do Nothing:

This option would make it impossible to complete the design in a timely manner.

Significant Impacts:

The engineering design will have no significant impacts, whereas the actual construction of Hillside Avenue will heavily impact the adjacent residents and possibly Main Street businesses. The funds for both the engineering contract and the 2009 construction have already been appropriated, and there are no budget impacts which the Council hasn't already considered in the FY2009 budget.

Consequences of not taking the recommended action:

Hillside Avenue is a two-way street but the pavement width is extremely narrow and can only safely handle one-way traffic. Not commencing an engineering design contract now would delay the necessary improvements.

Recommendation:

The Council should authorize the City Manager to sign the attached Service Provider/Professional Services Agreement with Ward Engineering Group for engineering services related to the 2009 reconstruction of Hillside Avenue in the amount of \$168,220.00.

Exhibit A – Proposed Contract

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Ward Engineering Group, 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 "Addendum A" and incorporated herein (the "Project").

The total fee for the Project shall not exceed **\$168,220.00** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on November 15, 2009 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 “Addendum 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 two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- 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. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- 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 within 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.

ADDENDUM “A”

SCOPE OF SERVICES

Task 1 – Preliminary Design

- Obtain existing base mapping and property ownership information and provide field survey.
- Determine existing conditions and site constraints which may affect the project, including historic preservation and soil ordinance requirements,
- Coordinate with utility companies for their existing and future facilities,
- Determine alternatives, especially with different types of retaining wall systems, with estimate of construction costs and land acquisition needs,
- **Prepare an architect's rendering of the City's preferred alternative (typical view from Main Street). Architect to attend two meetings,**
- Determine impacts to traffic and neighboring property access and potential mitigation measures,
- **Conduce a traffic analysis and prepare a traffic report, addressing traffic routes during construction and accessibility to private property owners. Address post construction traffic impacts. Include Maria Vyas from Fehr and Peers as the lead in two public meetings,**
- Prepare a final conceptual design with an estimate of costs and land acquisition needs. **Any changes to the designed plans or architect's rendering may constitute a change in services,**
- Arrange and conduct **one** preliminary design public meeting,
- Attend **up to four** meetings with PCMC staff.

Task 2 – Design

- Provide geotechnical and subsurface utility investigations,
- Incorporate resolved preliminary design comments into final design,
- Prepare final construction drawings, specifications and periodic updated estimate of construction costs,
- **Coordinate with Bowen Collins & Associates, who is responsible to design any water system upgrades.**
- **Receive the design, technical specifications, and bid schedule from Bowen Collins to be incorporated into the City's bidding package.**
- Prepare bidding and contract documents,
- Attend **up to three** meetings with PCMC staff,
- Arrange and conduct a final design public meeting. **Any changes**

to the designed plans or project concept constitute a change in services.

Task 3 – Bidding Support

- Provide electronic copies (**in .PDF format**) of contract documents for bidding (bid packages will be distributed to contractors on CDs)
- Advertise the bid,
- Arrange and conduct the pre-bid meeting,
- Issue Addendums as required,
- Attend and conduct the bid opening,
- Evaluate submitted bids and make a recommendation,
- Prepare contracts for construction.

Task 4 – Construction Support

- Arrange and conduct a pre-construction conference,
- Arrange and conduct a public meeting with residents and business owners with contractor in attendance,
- Provide construction administration including review of submittals, review of RFIs, verify monthly pay requests, hold and conduct weekly construction meetings, review, evaluate, negotiate and prepare change orders,
- Provide full time construction observation,
- Provide a monthly construction report to PCMC including daily field reports, testing results, changes, progress, photos, etc,
- Provide closeout of project including substantial completion and final walk-through, generation of a punch-list and verification of completion, recommendation for final payment to contractor and compilation and submittal of final paperwork.
- **The fee proposal is based on three months of construction.**

Task 5 – Post Construction

- Provide record survey of constructed facilities along with contractor drawings for the preparation of record drawings. Record drawings will be submitted in hard copy form (mylar) and electronically.

ADDENDUM "B" FEE SCHEDULE

Hourly Costs

Task	Task	Position	Hours	Rate	Total Cost	Task Subtotal
1	Preliminary Engineering / Design Study Report	Survey Crew	35	\$140	\$4,900	
		Reg. Surveyor	20	\$120	\$2,400	
		Drafter	50	\$65	\$3,250	
		Design Engineer	90	\$90	\$8,100	
		Project Engineer	75	\$100	\$7,500	
		Project Manager	30	\$120	\$3,600	
		Principal	10	\$145	\$1,450	
		QA/QC	18	\$120	\$2,160	
		Historical Preservation Analysis			\$800	
		Utility Mapping Services			\$2,000	
		Preliminary Geotechnical Analysis			\$2,500	
		Architect's Rendering			\$4,700	
		*Traffic Analysis and Report			\$7,890	
						\$51,250
2	Design	Drafter	150	\$65	\$9,750	
		Design Engineer	150	\$90	\$13,500	
		Project Engineer	80	\$100	\$8,000	
		Project Manager	40	\$120	\$4,800	
		Principal	15	\$145	\$2,175	
		QA/QC	20	\$120	\$2,400	
		Final Geotechnical Investigation			\$13,400	
						\$54,025
3	Bidding Support	Project Engineer	10	\$100	\$1,000	
		Project Manager	10	\$120	\$1,200	
		Const. Manager	10	\$120	\$1,200	
		Principal	1	\$145	\$145	
		QA/QC	1	\$120	\$120	
						\$3,665
4	*Construction Support	Site Inspector	480	\$90	\$43,200	
		Project Eng	0	\$100	\$0	
		Project Manager	0	\$120	\$0	
		Const. Manager	55	\$120	\$6,600	
		Principal	2	\$145	\$290	
						\$50,090
5	Post Construction	Survey Crew	30	\$140	\$4,200	
		Drafter	30	\$65	\$1,950	
		Design Engineer	0	\$90	\$0	
		Project Engineer	0	\$100	\$0	
		Project Manager	4	\$120	\$480	
		Principal	0	\$145	\$0	
		QA/QC	2	\$120	\$240	
						\$6,870
Total			1,418		\$165,900	\$165,900

*Construction support based on 3 months of construction or 90 calendar days with full time inspection.

**WARD's preliminary engineering fee was reduced by \$3,040.00 to account for Fehr and Peer's involvement.

Direct Expenses

Item	Description	Quantity	Rate	Total
1	Mileage	4,000 miles	\$.58/mile	\$2,320.00

City Council Staff Report



Author: Kathy Lundborg
Subject: PARK CITY SURFACE WATER
TREATMENT PLANT DESIGN CONTRACT
Department: Public Works
Date: October 2, 2008
Type of Item: Administrative

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 the design of the Park City Surface Water Treatment Plant Design in an amount of \$795,000.

Description:

Water Strategic Plan: Source Strategies & Policies

- Maximize the availability of Park City's water from the Rockport Importation project

Topic:

Park City Surface Water Treatment Plant.

Background:

By the end of October, the Expanded Lost Creek Canyon Project is scheduled to be complete which will deliver Park City's 2500 acre-feet of water to the top of Promontory. Staff is currently working on completing the environmental and engineering analysis of the raw water pipeline alignment to deliver the water from the top of Promontory to Quinn's Junction. Concurrently, Staff is completing the environmental and engineering analysis of possible water treatment plant sites.

The raw water will be delivered to the treatment plant to be designed under the Professional Services Agreement contemplated in this staff report. The water treatment plant is one of the phases of the 3-phase Park City Water Infrastructure Project. The raw water infrastructure from Promontory into the City, future storage reservoir, and the treatment plant were the three identified phases. Due to the City's immediate need for additional water during a dry year, Staff studied the most effective way to get as much usable water delivered to the City in the quickest manner possible. The construction of the water treatment plant now with initially only a portion of the raw water system has been identified as the most effective, reliable, and quickest way to deliver water to the City. The water treatment plant building and plumbing will be designed for the ultimate size of 6 MGD; initially equipment will be purchased and installed for 3 MGD. As the demand grows over time, additional equipment will be added to the plant in the future to incrementally upgrade to 6 MGD. Initially, the raw water source for the water treatment plant is from Rockport Reservoir, with the potential of Judge Tunnel water and future

storage reservoir being added in the future. All three water sources will be evaluated with the design of the water treatment process.

Without the water treatment plant, only raw water can be delivered to the City. The ultimate plan is to convert City Park facilities to raw water and to have the ability to supply the golf courses with this raw water. However, there is a limit to how much irrigation demand that can be converted to raw water with existing infrastructure. Also, since the bulk of the irrigation demand is through the culinary system for residential and commercial customers, the water treatment plant will give the operational flexibility needed to deal with drought and/or short-term source issues.

The success of the timely design and construction of the water treatment plant depends largely on the expertise of the consultant hired to complete the design. Specific expertise was sought through the procurement process to ensure the needed team was assembled to successfully deal with the water treatment technicalities, schedule needs, and regulatory issues that will be faced with completing the project within a two year window.

A Request for Qualifications (RFQ) was advertised in the Park Record, Salt Lake Tribune, and Deseret News. Several firms requested the RFQ, and a couple followed up with questions. In the end, one Statement of Qualifications (SOQ) was received and two letters declining the opportunity were received. The two letters stated the short time frame was an issue for them and the proposed budget was too tight in their opinion given the time constraints. Carollo Engineering provided the only response to the RFQ.

Analysis:

The City's purchasing policies exempts professional service contracts from any requirement for competitive bidding. According to this policy contractors are chosen by selecting the firm whose experience, capabilities, and past performance best meet the needs of the project. The selection committee used the following criteria as guidance in evaluating Carollo's SOQ:

- Expertise and design experience with culinary water treatment technologies, methods, and processes, with emphasis on surface water treatment;
- Design and construction of water treatment plants, pump stations, and water transmission systems;
- Familiarity with current and proposed Drinking Water Rules and Regulations;
- Pilot and bench scale testing;
- Alternative disinfection technologies that comply with DBP rules;
- Examples of innovations used in previous similar projects;
- Experience with blending different source waters for treatment at one treatment plant;
- Process control and data acquisition systems.

After discussion the selection committee unanimously agreed to recommend Carollo Engineers for the project. Carollo was the firm that saved the City about \$300K on the Park Meadows Treatment Facility by using an innovative treatment approach and provided support in getting regulatory approval for the approach. Carollo was also the selected firm that completed all of the preliminary evaluation work for the Judge Tunnel

water treatment process. Their experience with the Judge Tunnel water treatment will help their effectiveness in evaluating the treatment needs of Judge Tunnel water at the Surface Water Treatment plant. Carollo has also been retained by SBWRD for their wastewater treatment plant project. They have an excellent reputation and staff available to help us meet our proposed time frame.

Staff has negotiated the fine-tuning of the Scope of Work and fee for the design with Carollo. This is included as Exhibit A in the Professional Services Agreement and is an amount of \$795,000. Staff feels that the fee is usual and customary with projects of this type and scope.

The City will need to borrow money through Revenue Bonds to fund the design and construction of this project. The Bonding process is being worked on in parallel with the design work.

Department Review:

This staff report has been reviewed by Public Works, Legal, Budget, and City Manager.

Alternatives:

A. Approve the Request:

Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Carollo Engineers, for the design of the Park City Surface Water Treatment Plant Design in an amount of \$795,000.

B. Deny the Request:

Council could deny Staff's request. Denying the request would delay the design of the time-critical project as described above.

C. Continue the Item:

Council could continue the request. Continuing the request would delay the design of the time-critical project as described above.

D. Do Nothing:

Staff does not recommend this alternative. Doing nothing would also delay the design of the time-critical project as described above.

Significant Impacts:

The City will need to borrow money through Revenue Bonds to fund the design and construction of this project. The Bonding process is being worked on in parallel with the design work.

Recommendation:

Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Carollo Engineers, for the design of the Park City Surface Water Treatment Plant Design in an amount of \$795,000.

**PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL
SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and CAROLLO ENGINEERS, 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 “Addendum A” and incorporated herein (the “Project”). The total fee for the Project shall not exceed **Seven Hundred Ninety Five Thousand (\$795,000)** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on December 31, 2010 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.

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- 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.
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- 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 negligent 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 two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- 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. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- 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.

Eden Construction Contract No. _____

Project: Park City Surface Water Treatment Plant

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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

445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

Tom Bakaly, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER

Address:

Tax ID#: _____

Eden Construction Contract No. _____

Project: Park City Surface Water Treatment Plant

10

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2007, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public

ATTACHMENT A
SCOPE OF WORK
FOR
DESIGN AND CONSTRUCTION SERVICES
FOR
QUINN WATER TREATMENT FACILITY

The Park City Municipal Corporation's Quinn Water Treatment Facility Project includes the design and construction of a treatment facility to be located near Quinn's Junction in Park City. For the purposes of this Scope of Work, it is anticipated that the facility will be a 3 mgd capacity membrane filtration facility with enhanced coagulation utilizing Weber River source water. The facility will be expanded in the future to a final capacity of 6 mgd. Future water sources are groundwater from the Judge Tunnel source, and surface water from a potential future reservoir proposed to be located in Round Valley.

Task 1 - Preliminary Design

ENGINEER will provide preliminary design for the following design components and prepare drawings to a level consistent with a 15 percent design effort. ENGINEER will work with the Park City Municipal Corporation (PCMC) to develop design concepts for facilities to meet the treatment objectives for the facility. ENGINEER's services will include the following:

1.1. Membrane Procurement

- 1.1.1. Conduct a membrane pre-selection meeting to discuss the membrane selection process including: available technologies, system requirements, evaluation criteria, and schedule
- 1.1.2. Prepare proposal documents for the procurement of a membrane filtration system, answer requests for information from vendors during proposal preparation, evaluate proposals received, and make a recommendation of the preferred system to PCMC staff.

1.2. Bench-scale Testing

- 1.2.1. Collect bi-weekly samples and provide analysis to monitor cryptosporidium concentrations in the Weber River source water.
- 1.2.2. Collect samples of Weber River water and Judge Tunnel water and provide analysis to further identify and evaluate treatability issues in these source waters. Analysis will focus on the presence and concentrations of TOC, DOC, MIB, geosmin, and metals.

- 1.2.3. Conduct jar testing to evaluate the effectiveness of enhanced coagulation for the removal of TOC. Testing of PAC for removal of MIB and geosmin will be conducted if concentrations of these compounds are found to exceed acceptable limits in the preliminary sampling
- 1.2.4. Perform a settlability study on water collected from the Judge Tunnel water source. Water source will be collected while repair work is conducted within the tunnel to simulate a turbidity event.
- 1.2.5. Determine DBP formation potential of filtered water through a simulated distribution system (SDS) study. Assess the impact of free chlorine residual, chlorine contact time, temperature, and pH.
- 1.2.6. Evaluate impact of finished water quality on the existing distribution system to make recommendations concerning blending of treated water with groundwater found in the distribution system.

1.3. Geotechnical Investigation

- 1.3.1. Perform geotechnical evaluation for two sites to verify suitability of sites for construction and to determine site specific design considerations and criteria.

1.4. Preliminary Evaluation of Round Valley Reservoir

- 1.4.1. Evaluate the hydraulic and treatment issues related to the potential future Round Valley water source to facilitate the future connection of this water source with the treatment facility.

1.5. Coordination with Pipeline and Distribution System Design

- 1.5.1. Participate in a workshop with PCMC staff and consultants currently designing the raw water pipeline and the distribution system pipeline to coordinate the operation and controls of the treatment facility with the operation and controls of the raw water and distribution system.

1.6. SCADA and Telemetry Evaluation

- 1.6.1. Evaluate the existing potable water SCADA and telemetry system to determine system needs and adequacy of existing equipment and systems
- 1.6.2. Identify and evaluate options for the modification or replacement of the existing system to address deficiencies identified in the evaluation of the existing system and make recommendation on the preferred option
- 1.6.3. Prepare budget level cost estimate for the recommended modifications

1.7. Preliminary Cost Estimate

- 1.7.1. Collect information and prepare an updated cost estimate for the facility based on drawings and design concepts developed in the preliminary design.

1.8. Preliminary Design Deliverables

- 1.8.1. Technical Memoranda describing the evaluation and results of the bench testing and preliminary analysis.
- 1.8.2. Technical Memoranda summarizing the evaluation of the proposed future Round Valley Reservoir water source.
- 1.8.3. Preliminary drawings including Preliminary Site Plan, Hydraulic Profile, Process Flow Diagram and P&IDs.
- 1.8.4. Geotechnical report
- 1.8.5. Preliminary Cost Estimate

Task 2 - Final Design

ENGINEER will complete final design for the site, process and equipment selected during preliminary design. It is anticipated that two bid packages will need to be prepared. The first will address pre-construction site work, site power, and installation and start-up of a temporary treatment system to provide water during the summer of 2009. The second bid package will include the construction of the permanent treatment facility.

2.1. Design Camp

- 2.1.1. Conduct two day design camp that will include all engineering disciplines, PCMC staff, local and State regulators, and selected membrane supplier. Design camp will be held in Carollo's Salt Lake City office. The purpose of this design camp will be to provide information to PCMC staff and regulators, and receive input and direction for the final design effort. It will be necessary for all key decision makers to attend the camp and provide input on the project.

2.2. Permitting

- 2.2.1. Coordinate with and submit drawings to Park City Planning and Zoning staff to obtain a conditional use permit for the facility.
- 2.2.2. Submit drawings to Park City Building Department to obtain a building permit for the facility.
- 2.2.3. Coordinate with and submit drawings to Utah State Division of Drinking Water to obtain approval and operations permit for the temporary and permanent facilities.

2.3. Sitework Bid Package

- 2.3.1. Complete engineering analysis and develop bid documents for preliminary grading and preparation of site for building construction, provision of power to the site, and installation and start-up of the temporary membrane filtration system.

2.4. Facility Bid Package

- 2.4.1. Complete engineering analysis and develop bid documents for final sitework and construction of the permanent water treatment facility. It is anticipated that the facility will include a membrane treatment system, flash mix pretreatment system, chemical storage and feed equipment, and a maintenance shop housed in single building. A pipeline to convey source water to the treatment facility is to be designed by others and is beyond the scope of this project.

2.5. Construction Cost Estimate

- 2.5.1. Prepare and estimate of construction cost based upon the final drawings and specifications for the project.

2.6. Final Design Deliverables

- 2.6.1. One full size set and ten 11x17 size sets of Contract Drawings and eleven sets of specifications for Sitework Bid Package.
- 2.6.2. One full size set and ten 11x17 size sets of Contract Drawings and eleven sets of specifications for Facility Bid Package.
- 2.6.3. Construction Cost Estimate.

Task 3 - Bid Period Services

3.1. Sitework Bid Package

- 3.1.1. Prepare prequalification documents and review prequalification packages from general and electrical contractors. Make recommendations to PCMC concerning the qualification of contractors to bid the project.
- 3.1.2. Respond to questions during bidding.
- 3.1.3. Evaluate bids received from prequalified contractors and provide a recommendation on award of the construction contract.

3.2. Facility Bid Package

- 3.2.1. Prepare conformed drawings that incorporate all addenda items into Final Drawings and Specifications for use during construction.

- 3.2.2. Prepare prequalification documents and review prequalification packages from general and electrical contractors. Make recommendations to PCMC concerning the qualification of contractors to bid the project.
- 3.2.3. Respond to questions during bidding.
- 3.2.4. Evaluate bids received from prequalified contractors and provide a recommendation on award of the construction contract.

3.3. Bid Period Deliverables

- 3.3.1. Five 11x17 sets of conformed drawings and five sets of conformed specifications for use during construction.

Task 4 - Services During Construction

4.1. Sitework Bid Package

The ENGINEER will provide office support during construction and minimal on-site coordination and inspection during the construction of the Sitework Bid Package. PCMC staff will oversee the work of the Contractor and conduct as needed inspection of the work.

- 4.1.1. Provide up to five months of office engineering support during construction including: review of shop drawings, response to requests for information, review and preparation of field orders and contract change orders, and review of contractor's payment requests.
- 4.1.2. Conduct final inspection and prepare final punchlist.
- 4.1.3. Provide start-up assistance for temporary membrane filtration equipment.

4.2. Facility Bid Package

The ENGINEER will provide office support during construction and periodic on-site coordination and inspection during the construction of the Facility Bid Package. PCMC staff will oversee the work of the Contractor and conduct daily inspections.

- 4.2.1. Provide up to 13 months of office engineering support during construction including: review of shop drawings, response to request for information, review and preparation of field orders and contract change orders, and review of contractor's payment requests.
- 4.2.2. Provide periodic inspection for up to 10 months of on-site construction observation..
- 4.2.3. Conduct final inspection and prepare final punchlist.
- 4.2.4. Provide start-up assistance for new facility.

- 4.2.5. Prepare Record Drawings.
- 4.2.6. Prepare hard copy and electronic O&M manual including standard operation procedures, equipment lists and preventative maintenance schedules. Electronic O&M manual will be provided in Adobe Acrobat format and will have key word search and bookmarking capabilities.

4.3. Construction Phase Deliverables

- 4.3.1. One full size and five 11x17 size sets of Record Drawings.
- 4.3.2. Three compact disks containing record drawings in Microstation and Adobe Acrobat formats.
- 4.3.3. Two copies of hard copy O&M manual.
- 4.3.4. Three compact disks containing complete electronic O&M manual.

Park City Municipal Corporation

Quinn Water Treatment Facility

Hour and Fee Estimate

Task Description	PIC	PM	Project Engineer	Asst Proj Engineer	Civil Engineer	Structural Engineer	Mechanical Engineer	Electrical Engineer	I&C Engineer	Architect	Technical Advisor	Inspector	Designer	Word Processing	Total Hours	Other Direct Costs	Total Fee
Preliminary Design																	
Membrane Procurement																	
Membrane Pre-Selection Meeting			4	8	8							12			32		\$4,164
Procurement Documents, Proposal Evaluation	4	4	8	40							8				64		\$4,312
Bench Scale Testing																	
Cryptosporidium, giardia, geosmin and MIB sampling			2	40											1		\$396
Raw water sampling			2	2											1		\$396
Weber River Jar Testing			16	40							8				4		\$4,360
Judge Tunnel Settability Study			2	4											2		\$476
Simulated Distribution System Study			4	16							4				4		\$1,708
Distribution system mixing study			2	4							4				4		\$1,392
Round Valley Reservoir Hydraulic and Treatability Evaluation		16	60	20			16				16				8		\$17,672
SCADA and Telemetry Evaluation																	
Evaluate Existing System									40		16				56		\$9,344
Upgrade Evaluations									80		40				120		\$20,200
Cost Estimate									16		4				20		\$3,284
Geotechnical Investigation		4	12												16		\$2,528
Preliminary Cost Estimate	4	4	8	8											4		\$3,120
Preliminary Design Deliverables															0		
Tech Memo - Jar testing															4		\$320
Tech Memo - Round Valley Reservoir															4		\$320
Preliminary Drawings	4	8	20	20	16		24	16	16		4		80		208		\$27,628
ODC																	
Geotechnical																\$20,000	\$20,000
Survey																\$5,000	\$5,000
Analytical Laboratory																\$20,000	\$20,000
Distribution system modeling subconsultant																\$15,000	\$15,000
PECE																\$8,000	\$8,000
Travel and Subsistence																\$1,500	\$1,500
Subtotal Preliminary Design	12	40	144	202	16	0	40	16	152	0	116	0	80	36	854	\$69,500	\$171,000
Final Design																	
Design Camp	4	16		16	10	10	10	10	10	10	20				116		\$16,982
Permitting																	
Conditional Use Permit	4	32	20	20	16					16			40				\$20,152
Building Permit	2	16	10	10		16											\$7,584
Operating Permit	4	16	16														\$5,960
Sitework Bid Package																	
General	6	2	8	8									16	40	78		\$7,876
Civil	5	2		8	16								16		42		\$5,036
Structural	2	2	4			8							16		30		\$4,652
Mechanical	2	2	8										20		30		\$4,320
Electrical	10	4	8	8				60					80		160		\$22,336
Instrumentation	5	4	8						8				8		28		\$4,256
Typical Details	2			4									8		12		\$1,096
Total # Drawings	32																
Facility Bid Package																	
General	8	8	8	8									20	60	112		\$11,876
Civil	6	6		16	80								60		162		\$21,808
Landscaping	2	2	2	8									8		20		\$1,728
Architectural	6	6	8	8						80			20		122		\$20,072
Structural	10	10	8			200							100		318		\$54,344
Mechanical	10	10	60	60							20		100		250		\$28,540
HVAC	4	8	24	40			100						80		252		\$28,516
Electrical	10	10	40					160					100		310		\$46,880
Instrumentation	10	10	60						160				100		330		\$50,040
Typical Details	4	4		12									40		56		\$6,112
Total # Drawings	70																
Construction Cost Estimate	2	8	24												34		\$5,508
ODC																	
PECE																\$22,000	\$22,000
Travel and Subsistence																\$15,000	\$15,000
Subtotal Final Design	28	178	316	242	122	234	110	230	178	106	40	0	832	100	2462	\$15,000	\$412,674

Park City Municipal Corporation

Quinn Water Treatment Facility

Hour and Fee Estimate

Task Description	PIC	PM	Project Engineer	Asst Proj Engineer	Civil Engineer	Structural Engineer	Mechanical Engineer	Electrical Engineer	I&C Engineer	Architect	Technical Advisor	Inspector	Designer	Word Processing	Total Hours	Other Direct Costs	Total Fee
Bid Period Services																	
Steward Bid Package															0		
Contractor Prequalification			4	4											8		\$1,904
Respond to Questions			8	8											16		\$2,528
Evaluate Bids		4	8												12		\$2,168
Facility Bid Package															0		
Conformed Drawings			8					16							40		\$6,744
Contractor Prequalification			4	4				12							20		\$1,264
Respond to Questions			16	40											72		\$11,500
Evaluate Bids		4	8												12		\$2,168
ODC																	
PECE																\$2,000	\$2,000
Subtotal Bid Period Services	8	56	56	40	4	4	0	4	4	0	0	0	40	8	224		\$30,000
Services During Construction																	
Steward Bid Package																	
Office Engineering Support			8	20					20						48		\$7,584
Final Inspection			4	8											12		\$1,896
Start-up Assistance			16	60								4			80		\$12,764
Facility Bid Package																	
Office Engineering Support		8	100												268		\$42,808
Periodic Inspection															400		\$50,000
Final Inspection				16											24		\$3,792
Start-up Assistance			8	80											88		\$13,904
Record Drawings				20									80		100		\$14,120
O&M Manual				16				100							156		\$5,728
ODC																	
Materials and Soils Testing																\$5,000	\$5,000
PECE																\$11,000	\$11,000
Travel and Subsistence																\$12,000	\$12,000
Subtotal Services During Construction	8	144	220	100	0	40	40	60	40	0	4	400	80	40	1176	\$28,000	\$161,000
Project Totals	56	418	736	584	142	278		310	374	106	160	400	1,032	184	4,716	\$113,000	\$795,000
TOTAL ESTIMATED FEE																	\$795,000

ATTACHMENT B
FEE SCHEDULE
FOR
DESIGN AND CONSTRUCTION
FOR
QUINN WATER TREATMENT FACILITY

ENGINEER/SCIENTIST

	Role/Discipline	Hourly Rate
Assistant Profesional		\$125
Rami Ghandour	HVAC	
Steve Frost	Structural	
Clint Rogers	Process/Mechanical	
Dave Hatch	Process/Mechanical	
Professional		\$158
Cory Christiansen	PM/PE/CM	
Guy Eulers	Electrical	
Matt Hatch	Instrumentation and Controls	
Karina Payne	Process/Mechanical	
Harry Rice	HVAC	
Project Professional		\$189
Jeff Alband	Architectural	
Alan Domonoske	Process/Mechanical	
Dave Hooley	Structural	
Vincent Roquebert	Process/Mechanical	
Lead Project Professional		\$205
Tom Gillogly	Process/Mechanical	
David Weber	Instrumentation and Controls	
Senior Professional		\$226
Craig Ashcroft	PIC	
Bryant Bench	Process/Mechanical	

TECHNICIAN

Technician		\$95
Morgan Miller	Civil/Mechanical Drafter	
Senior Technician		\$137
Tim Donnell	Civil/Mechanical Designer	
Jerry LeFevre	Structural Designer	

OTHER DIRECT EXPENSES

Travel and Subsistence	At Cost
Mileage	\$0.505/mile
Subconsultant	cost + 10%
Other Direct Costs	cost + 10%
Expert Witness	Rate x 2
Project Equipment Communication Expense	\$9 per direct labor hour