PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 30, 2004

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

Tom Bakaly, City Manager; Tim Twardowski, Assistant City Attorney; and Brooks Robinson, Planner

Jennifer Guetschow, Summit Land Conservancy Trust

1. **Council questions/comments** – Jim Hier commented on the two workshops on the Downtown Projects held during the week. He also reported the HMBA and Chamber Board of Directors meetings. Ms. Cone stated that she also attended the workshops and was pleased to see residents turn out. She met with Jim Christensen of EPA and the Mayor about the progress of capping soil in Prospector. Candace Erickson was pleased to report that Recycle Utah has exceeded budget projections by $13,000 this year and she shared information on upcoming recycling programs. Joe Kernan discussed his participation in an inter-governmental round table at the Capitol on mediation. Mayor Williams commended Colin Hilton for producing the workshops but wished that more people showed up and discussed the meeting with the EPA.

2. Conservation easements. Brooks Robinson referred to his staff report, outlining open space acquisitions and noted that most properties were purchased with open space bond money. The Florence Gillmor and Flagstaff parcels are also included. He pointed out that the Rail Trail and Cranbrook properties were never deed restricted.

Mr. Robinson explained that in staff's opinion, in most cases the deed restrictions and bond language are adequate to protect the parcels without conservation easements. The Legal Department has some recommended language that will be presented at the October 14 meeting. Another option is hiring a third party to monitor only larger parcels in Flagstaff and Round Valley. Jim Hier expressed that it doesn't seem appropriate to have the land owner monitor its own *conservation easements.* In response to a question from Jim Hier about the form of the deed restrictions, Tim Twardowski explained that the deed restrictions are generally in the same form as the language approved in the open space bonds. In the Bilogio special warranty deed, there is a restriction *that the subject property described herein shall be restricted in perpetuity to use as undeveloped park and recreational land and amenities*, which is language borrowed directly from the open space bond initiative. However, it's unclear whether these restrictions have been applied to the Cranbrook property, and the Union Pacific acquisition, which was a result of negotiations over a number of years. Union Pacific did not want any deed restrictions specified.

As a Commissioner at the time, Jim Hier recalled that the Planning Commission recommendation for Flagstaff prohibited development in Bonanza Flats and limited density on Prospect Ridge. The City Council tightened up density and when the developer threatened to withdraw his annexation application and apply with the County, the development agreement was negotiated, allowing development on Bonanza Flats and Prospect Ridge. He felt that when CARG threatened referendum, negotiations followed so that development on Prospect Ridge was limited and there were discussions on finding a conservation buyer for the Pod D parcel. About that time, the City was considering a bond issue for open space acquisition. The SOS committee structured language for criteria for COSAC and there was a recommendation to place third party conservation easements for parcels acquired with open space bond funds. The public then supported a second $10 million open space bond.

Mr. Hier expressed that he understood the redundancy argument but believes that government has to have oversight. He feels strongly that there should be a third party holding the easements and that staff time should not be used when there are established non-profits who administer easements. Additionally, there is language so that if the holder and the City disagree, there is provision for resolution. Mayor Williams agreed and noted his involvement in Flagstaff and the SOS committee and felt that the City doesn't have an option. There should be checks on government. The Mayor felt that a promise was made to the public to protect these acquisitions and he didn't believe a deed restriction is adequate. Jim Hier acknowledged that not all properties were purchased with bond proceeds and those do not need to be considered for conservation easements at this time.

Candace Erickson stated that she initially felt that deed restrictions were sufficient, but was swayed somewhat by Council member Hier that a future council may have different ideas about open space. She felt it is important that someone on staff is qualified to monitor easements, because the City should oversee the third party. Monitoring needs to occur, but she would like staff involved if not performing the service. She has reservations about paying someone for duplicating a process. Joe Kernan expressed concern about giving control of property to a third party who may not have the public's best interests in mind. There may be appropriate public improvements or amenities that a holder may not support in the future. Mayor Williams agreed that the conservation easement language needs to be flexible enough to allow recreation and park amenities. Jim Hier advised that the Council first address parcels purchased with open space bond money and pointed out that the cost is not significant. He felt Council should have received information on the proposals for monitoring, which were solicited weeks ago. Without this information available to the Council, the matter should be tabled. Dana Williams concluded that a majority of Council members feel that parcels purchased with open space bond money should have a conservation easement monitored by a third

party. Tom Bakaly stated that if Council supports third party monitoring, the City would initiate a procurement process and select someone if the proposal is under $10,000. The Mayor discussed the potential changes to the baseline.

Jennifer Guetschow, Summit Land Conservation Trust explained that the baseline doesn't change and monitoring involves reporting changes to the baseline. The conservation easement is protecting the conservation values. For instance, installing a trailhead next to a paved area probably would not impact the wildlife or other natural resources, and would be acceptable. Paving a portion of the wetlands, however, affects the conservation value and would not be appropriate. In response to a question from Ms. Guetschow about consideration of the underlying zoning, Jim Hier suggested that the baseline document contain the physical attributes of the property and include uses and zoning information. Tom Bakaly summarized that staff will return on the 14th or 21st with conservation easements for properties purchased with open space bond proceeds. Third party monitoring and procurement of those services, subject to policy, will be pursued.

3. Valuing employees program. Tom Bakaly explained that the valuing employees program began in 1998 and has evolved over the years. He discussed *Lunch with the City Manager*, which is a new program which will be held quarterly. In 2000, the program resource and analysis program was implemented because of concerns about revenues flattening. The City Council cut about $600,000 from the budget and slowed expenditure growth. The reorganization occurred in 2003 with the institution of self-managed teams. He continued that formulating core values and establishing rewards and recognition for employees was a part of the 1998 program. There was training offered with an emphasis on responsibility and accountability and about 40 to 50 employees participated. The core values include honesty, integrity, communication, respect, humor, fun and quality and excellence. Mr. Bakaly stated that the program and resource analysis measured the efficiency of City provided services, which are now benchmarked with other resort communities. The technical advisory committee was formed several years ago to better communicate the budget to the public and this year's citizen budget will be available shortly. He discussed reassigning existing staff resources during the Olympics, covering most of the demands of the Games. He felt the reorganization better aligned Council's goals and resulted in self-managed teams, which empowers employees. He discussed the goal of being the best managed town in the country and the benefits of self-managed teams. There are a variety of opportunities available to employees including Racquet Club use, and skiing and mountain biking at the resorts. There is educational assistance up to the IRS maximum, affordable housing assistance, access to the intra-net site, and participation on the Summer Tour and fam tours. He discussed the concept of a *Park City Store* and resurrecting the City Show. Park City has an 80% customer service rating and staff would like to continue to improve upon this as well as high performance policies. There

is a group of employees now working on administrative secretary or analyst classifications.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 30, 2004

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, September 30, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Tim Twardowski, Assistant City Attorney; Brooks Robinson, Planner, and Patrick Putt, Planning and Zoning Administrator.

II COMMUNICATIONS FROM COUNCIL AND STAFF

Wisnewski lots - In response to a question from the Mayor, Myles Rademan reported on a meeting with Council members Hier and Erickson, and members of the Recreation Advisory Board, Historic Preservation Board, and Historical Society. The focus of the meeting was to evaluate support and participation for improving the Wisnewski parcels for a neighborhood park. Jim Hier added that RAB intends to survey the neighborhood residents about preferences and the HPB is charged with evaluating the parcels' historic significance or contribution to the community. Candace Erickson interjected that the building is located in a flood plain, but could be moved and/or restored for housing. The Historical Society will explore funding opportunities which may be available for moving historic structures. When the City acquired the property, Kay Calvert recalled that the Historical Society was very vocal about its commitment in preserving and restoring the building, but its interest has shifted. There was discussion about the scope of the museum project which is the Historical Society's main focus. Marianne Cone suggested that the renovation of the house may be a great community project.

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

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

1. Biodiesel Cooperative - Andre Shoumatoff explained that the Utah Biodiesel Cooperative is an organization of about 30 members. Biodiesel is an alternative fuel which is made from plants and can be used in any diesel vehicle. It is good for the environment as there is 80% less greenhouse gas, 60% less smog, and 100% less sulfur emissions. He stated that he met with Eric Nesset and Kent Cashel about Park City using a blend of 20% biodiesel in all of vehicles and there was discussion about running the Main Street trolley or a bus as a pilot program this year. He introduced his supplier, Randy Schmitt of Horizon Bio Fuels, who services PCMR and The Canyons. He distributed and reviewed a basic biodiesel fact sheet in detail and its many benefits and relationship to sustainability. With regard to increased costs, using 100% biodiesel results in about $1 per gallon and 20% represents an increase of about $.17 to $.20 per

gallon. However, using more than 20% in a blend may cause the fuel to gel in cold temperatures. Mayor Williams commented that the City has been discussing this for a number of years, and the City Manager stated that staff is exploring a program for this winter and Council will be updated.

2. 130 Grant Avenue renovation project – Resident Peter Barnes asked the status of this project which was allocated $50,000 for renovation four years ago. Patrick Putt stated that the project was scrapped and the money unspent.

IV PUBLIC HEARINGS

1. Ordinance to combine Lots 1 – 3 in Block 30 of the Snyder's Addition to the Park City Survey into one lot of record, located at 819 Empire Avenue, Park City, Utah – Patrick Putt explained that the property is located in the HR-1 zone and it is proposed to combine three lots into one 3,884 square foot single family lot. The proposal meets the minimum lot size and configuration requirements of the zoning district. There is a portion of Empire Avenue which will be dedicated to the City for necessary right-of-way. The Planning Commission has forwarded a positive recommendation based on the findings of fact, conclusions of law, and conditions of approval outlined in the ordinance. The Mayor opened the public hearing and with no input, closed the hearing.

2. Ordinance approving the final subdivision plat for the Village at Empire Pass, Phase 1, Park City, Utah – Brooks Robinson explained that the Village at Empire Pass is Pod A as described in the Flagstaff Mountain Development Agreement, On January 28, 2004, the Planning Commission approved an MPD for the entire village including Pods A, B-1, and B-2. On September 22, 2004, the Planning Commission held a public hearing on the Village Phase 1 plat, which is about one-third of the density in Pod A. There will be separate condominium plats at a future date and the application complies with the LMC. In response to a question from the Mayor, Mr. Robinson reported that there was no public input before the Planning Commission on this proposal but an adjacent property owner sent the City emails in opposition. Joe Kernan disclosed that he has a contract with Deer Valley for recycling services and Candace Erickson stated that her husband is employed by Talisker. The Mayor opened the public hearing and with no comments, closed the public hearing.

V CONSENT AGENDA

The City Manager reported that the City received a $400,000 appropriation from a STAG grant for water, administered through the EPA, which brings the total to $1.6 million for treatment facilities. Senator Bennett has been of great assistance to Park City. These funds will be used for the design phase of the Judge Tunnel and Jerry Gibbs added that the project just received a positive environmental assessment. The

Mayor pointed out that the trips to Washington, D. C. are definitely worthwhile. He invited a motion to approve the Consent Agenda. Kay Calvert, "I move to approve Consent Agenda Items 1 through 3". Jim Hier seconded. Motion unanimously carried.

1. Ordinance to combine Lots 1 – 3 in Block 30 of the Snyder's Addition to the Park City Survey into one lot of record, located at 819 Empire Avenue, Park City, Utah – See staff report and public hearing.

2. Ordinance approving the final subdivision plat for the Village at Empire Pass, Phase 1, Park City, Utah - See staff report and public hearing.

3. Authorization to the City Manager to execute a professional services agreement with Remote Control systems Inc in a form approved by the City Attorney's Office, in the amount of $29,667, for computerized systems integration services at the Spiro Water Treatment Plant - See staff report.

VI ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned. The Mayor and City Council members hosted a dinner at 7 p.m. for a group from Whistler, British Columbia at the Blind Dog Restaurant, 1781 Sidewinder Drive, Park City, Utah. 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

PARK CITY 1884

Planning Department

Author: Brooks T. Robinson
Subject: Conservation Easements on Open Space Bond Purchased Lands
Date: September 30, 2004
Type of Item: Informational – Conservation Easements

Summary Recommendations:
City Council should provide Staff with final direction on 1) whether the City should grant duplicative easements to a third party for additional protection of open space; and 2) whether staff should monitor the City's open space obligations or if the City should pay or have an independent entity perform that work. Depending on direction received, Staff may return to Council for formal approval of conservation easements as necessary on October 14, 2004.

Topic:
Conservation Easements and open space monitoring on City-owned open space purchased with Bond funds.

Background:
When the City did the first open space bond, it considered and rejected granting additional open space easements over the acquired parcels if such easements were conditioned upon endowments to pay the grantee for the costs of monitoring and enforcing the easements. Prior Councils decided this would be done by staff or by an easement holder without an endowment or payment.

All of the open space properties acquired with open space bond funds are protected by deed restriction, zoning and/or affirmative bond obligations. All of the Flagstaff conservation easements list COOL (now "Summit Land") as a co-grantee, with full rights of enforcement (but no endowment or payment). Only two properties (Cranbrook and Union Pacific) are restricted solely by the bond restrictions. The open space bond requires that we "forever preserve" the land as open space. There are two possible scenarios (depending upon whether or not we have paid off the debt) if the use of the land changes:

1) If the bond(s) are not yet paid off: we could lose the tax-exempt status of our bonds. Tax-exempt status is what makes municipal bonds so attractive - this is not something that we would be willing to jeopardize.

Water Service District – Grant of easement from Iron Mountain Associates
Transit Center Land Match Resolution – Gary
City-owned buildings – Pat
January – update on temporary liquor and beer licenses – Alison
Ordinance – final subdivision plat for the Red Cloud Subdivision

2) If we have paid off the bond: we could be sued by a taxpayer and be required to return the property to its original (preserved) state. This is also not a desirable option.

In May of 2004, the current City Council directed staff to explore granting additional easements to a third party, and explore a consulting contract to assist with the monitoring. These initial discussions got complicated when determining allowed and permitted uses, primarily on the Richards Parcel and the Round Valley Parcels. Following the Council's discussion on the permitted and prohibited uses on May 6, 2004, staff re-drafted the easements under consideration. The easements would be granted to Summit Land Conservancy to simply mirror the bonds' recreation open space language consistent with City purchasing policies. Staff has also had discussions and service provider proposals from both Summit Land and Utah Open Lands regarding monitoring the parcels for a fee.

Analysis:
The following table outlines the current state of open space parcels, including the Flagstaff conservation easements and the F. Gillmor purchase/dedication. Only two of the parcels do not have deed restrictions on them.

Parcel	Deed Restricted	Recommend Easement	Baseline Needed	Monitoring Needed
F. Gillmor (Round Valley)	Yes	No	Yes	Yes
Richards Ranch	Yes	No	No, existing	No
Virginia Mining Claim (Rossi Hill)	Yes	No	Yes	No
Union Pacific (Rail Trail)	No	Yes	No	No
Glover (Round Valley)	Yes	No	Yes	Yes
UP&L (Bottom of Main St)	Yes	No	No	No
McMillian (Round Valley)	Yes	No	Yes	Yes
Bilogio (Round Valley)	Yes	No	Yes	Yes
Cranbrook (Round Valley)	No	Yes	Yes	Yes
E. Gillmor (Round Valley)	Yes	No	Yes	Yes
Flagstaff (several parcels)	No	Currently has conservation easements	Yes	Yes

Staff recommends granting the additional easements on any parcel where the City did not acquire the property subject to a deed restriction as outlined above (Cranbrook and Union Pacific). Staff finds that an original deed restriction, combined with zoning and bond restrictions, is more than sufficient to protect the property. It is staff's recommendation not to add third-party conservation easements to all the parcels. However, staff is looking for direction from the Council on this point.

Further, Staff seeks direction on whether a service provider contract should be awarded to one qualified non-profit (Summit Land or Utah Open Lands) to assist with monitoring or if Staff should be directed to undertake this task. If the Council wishes an independent entity to perform the monitoring, Staff recommends only large, difficult to access parcels (Flagstaff, Round Valley) be "contracted out". Staff time would fluctuate depending on need. Depending on Council expectations of staff time devoted to monitoring, a budget option may be necessary. The City is receiving lot transfer fee money from Flagstaff that may be allocated to cover this cost. The current balance is in excess of $110,000.

Staff is seeking direction from the Council on whether conservation easements are desired on all parcels noted in the table above and whether staff or an independent entity should be responsible for the baseline field work and annual monitoring. If an independent entity for monitoring is desired, they will be selected in accordance with the procurement policies that have been adopted by City Council. If Council would like to issue a public service contract (grant) for monitoring it should be considered as part of the budget process in 2005 in accordance with Council adopted grant policies.

Department Review:
This matter has been reviewed all applicable City departments.

Recommendation:
City Council should provide Staff with final direction on 1) whether the City should grant duplicative easements to a third party for additional protection of open space; and 2) whether staff should monitor the City's open space obligations or if the City should pay or have an independent entity perform that work. Depending on direction received, Staff may return to Council for formal approval of conservation easements as necessary on October 14, 2004.

City Council
Staff Report

Executive Department

Author: Tom Bakaly, City Manager
Subject: Valuing Employees Presentation
Date: September 30, 2004
Type of Item: Informational

Summary Recommendations:

Informational

Topic:

Valuing Employees Presentation

Background:

In 1998, the City embarked on a valuing employees program that identified the City's values which were adopted by City Council. The program also looked at issues such as fairness and consistency, rewards and recognition, communication and workload. Over the last 5 years we have seen an evolution and progression of the valuing employees principles and concepts through the Olympics and beyond. I have prepared a presentation that describes the evolution and future direction of our valuing employees program, and I am in the process of sharing the presentation with all employees.

On September 30, 2004 I would like to make this presentation to Council to update Council about the valuing employees program and where we are planning to take it in the future.

CITY COUNCIL
Staff Report

Subject: **819 Empire Avenue**
Date: **September 30, 2004**
Type of Item: **Administrative; Plat Amendment**

PARK CITY 1884

PLANNING DEPARTMENT

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

TOPIC

Owners:	Magnus Floden
Location:	819 Empire Avenue
Zoning:	HR-1
Adjacent Land Uses:	Historic Residential
Project Planner:	Ray Milliner
Date of Application:	June 30, 2004

APPLICATION REQUEST

The proposed application is to combine Lots 1-3 in Block 30 of the Snyder's Addition to the Park City Survey into one 3,884 square foot lot. The newly created lot is located north of the proposed Creole Gulch/Treasure Hill development, and is south of platted Ninth Street. The applicant also owns Lots 4 and 11, but has elected not to combine the two lots as part of this application request since they are lots of record and can be developed per the HR-1 development standards and Conditional Use Permit Steep Slope standards. On August 25, 2004 the Planning Commission reviewed the proposed plat amendment and forwarded a positive recommendation to the City Council.

ANALYSIS

The property is zoned HR-1. The proposed plat amendment creates a 3,884 square foot lot and would have access off Empire Avenue. The HR-1 minimum lot area is 1,875 square feet for a single-family dwelling and 3,750 square feet for a duplex. The minimum lot width for construction is twenty-five (25) feet, measured fifteen (15') feet back from the front lot line. The proposed plat amendment complies with the Land Management Code, Section 15-2.2-3 (A) Lot Size. Lots 1-3 are unusually configured, restricted by the curve of Empire Avenue and Lowell Avenue. Empire Avenue encroaches onto the existing lots. Staff is recommending that the applicant dedicate the section of the property under Empire Avenue to the City pursuant to a review by the Legal and Engineering Departments, and that the setback be measured from the newly created property line. Staff is recommending that the maximum foot print be calculated utilizing the entire lot area including that under existing Empire Avenue. Staff further recommends that as a condition of approval, the building pad be defined by a 10-foot front and rear yard setback and provide a minimum of 5 feet on the side yards.

Use
The applicant's future single-family use is permitted in the HR-1 District pursuant to the LMC Section 15-2.2-2 (A) Allowed Uses. The applicant is proposing to combine Lots 1-3 into one lot to allow for the future construction of a single-family dwelling. If the proposed construction is built within a slope greater than 30%, the applicant will need to file a conditional use permit application for a steep slope and have the Planning Commission review and approve such request. The development pattern in this area consists of single-family dwellings.

Density
As currently platted, the applicant may be able to pursue the construction of two single-family dwellings on Lots 2 and 3, but becomes problematic considering that a significant portion encroaches onto Empire Avenue. Staff is recommending that the applicant dedicate the section of the lots that encroach into Empire Avenue, as part of the review process by the Legal and Engineering departments prior to recordation of the Plat. The applicant is requesting that all three lots (1-3) be combined into a single lot for one single-family dwelling, thus reducing the density to one single-family dwelling. The proposed amendment will not increase the density of what the zone allows.

DEPARTMENT REVIEW
The Planning, Engineering, Building, and Legal Departments have reviewed this request. The City Attorney and City Engineer will review the plat before the plat is recorded.

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

EXHIBITS
Exhibit A - Proposed Ordinance
Exhibit B – Proposed Plat Amendment

Ordinance No. 04-

AN ORDINANCE TO COMBINE LOTS 1-3 IN BLOCK 30 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD, LOCATED AT 819 EMPIRE AVENUE PARK CITY, UTAH

WHEREAS, the owner of the property known as 819 Empire 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 August 25, 2004 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

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

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

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

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

1. The property is located at 819 Empire Avenue and is in the Historic Residential (HR-1) District.
2. The applicant proposes to combine Lots 1, 2 and 3 of the Snyder's Addition to the Park City Survey into one lot of record.
3. The newly created lot would be 3,884 square feet in size.
4. The maximum building footprint for the newly created lot would be 1,737 square feet.
5. Empire Avenue encroaches onto Lots 1-3.
6. The applicant is proposing to construct one single-family dwelling.
7. The minimum lot area is 1,875 square feet for a single-family dwelling and 3,750 square feet for a duplex.
8. The plat amendment will not increase density on the lot.
9. No remnant lot is created.
10. Any development that encroaches onto 30% slope shall require a steep slope conditional use permit.

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

1. There is good cause for this plat amendment.
2. The amended plat 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 amended plat.

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

1. The City Attorney and City Engineer review and approve the final form and content of the Plat Amendment for compliance with the Land Management Code and conditions of approval prior to recordation.
2. The City Attorney and City Engineer shall review and approve the dedication of the portion of the property under Empire Avenue to the City prior to the issue of a building permit.
3. The applicant shall 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.
4. All standard Project Conditions shall apply and Land Management Codes shall apply.
5. A Construction Management Plan (CMP) shall be submitted to and approved by the Community Development Department prior to the issuance of any building permits. The plan shall address staging, material storage, construction time lines, special signs, parking, fencing, and any other construction related details to the satisfaction of the Community Development Department.
6. Prior to building plans submittal, the applicant shall obtain approval for a Historic Design Review/Conditional Use Permit for steep slope application, if required.
7. The applicant shall place a Plat note specifying the front and rear yard setback have a 10-foot setback and the side yards have 5 feet.
8. Dedication of right-of-way for Empire Avenue in accordance with the adopted master streets plan is required.

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

PASSED AND ADOPTED this 30th day of September 2004.

AMENDED LOTS 1-3, BLOCK 30 OF SNYDER'S ADDITION TO THE PARK CITY SURVEY

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

GRAPHIC SCALE

BLOCK 15

EMPIRE AVE.

FOUND STANDARD MONUMENT INTERSECTING OF 9TH STREET AND EMPIRE AVENUE

BLOCK 14

FOUND STANDARD MONUMENT INTERSECTING OF 9TH STREET AND LOWELL AVENUE

BLOCK 29

LOWELL AVENUE

SHEPARD STREET (9TH STREET)

BLOCK 16

FOUND STANDARD MONUMENT IN INTERSECTION OF 9TH STREET AND LOWELL AVENUE

14

SOUTHWEST CORNER IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, T. 2 SOUTH, R. 4 EAST, SLB&M

N 89°56'30" E 1471.84' (CALC.)

N 89°56'30" E 1371.56' (MONUMENT TO PATRIOT MAP BY BUSH & GUDGEL, DATED JUNE, 1901)

30.00' 30.00' 92.59'

1/4 SECTION LINE

1/16TH CORNER

LOT 1

POINT OF BEGINNING

S 89°56'30" W 35.56'

N 34°00'23" E 74.93'

R=71.95 L=86.63 Δ=48°08' C=661°36'

LEGEND

✦ DENOTES SECTION CORNERS

[1234 N] DENOTES LOT ADDRESS

ALL EASEMENTS ARE 10' PUBLIC UTILITY AND DRAINAGE EASEMENTS UNLESS OTHERWISE NOTED

● SET 5/8" REBAR W/ PLASTIC CAP STAMPED " LS 295720"

SURVEYOR'S CERTIFICATE

I, DAVID G. PETERSON, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 295720 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as AMENDED LOTS 1-3, BLOCK 30 OF SNYDER'S ADDITION TO THE PARK CITY SURVEY and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point 1471.84 feet from the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 16, Township 2 South, range 4 East, Salt Lake Base and Meridian, said point also being South 35.54'56" East 89.35 feet and North 89°56'30" East 1233.43 feet from a survey monument located at the intersection of Lowell Avenue and 9th Street; and running thence

North 35.54'56" West 42.78 feet to the Southeast corner of Lot 4, Block 30 of Park City Snyders Addition; thence along the southerly line of said Lot 4 North 54°00'23" East 74.93 feet by measurement to the Southeast corner of said Lot 4 of said Block 30, said point also being on the Southwesterly right-of-way line of Empire Avenue, said point on a 71.95 foot radius curve (by measurement) to the right (center bears South 55°13'57" West with interior angle of 68°15'36"); thence along said curve 86.63 feet to a point on the 1/4 section line of said Section 16; thence along said 1/4 section line South 89°56'30" West 35.56 feet to the point of beginning.

Contains Area = 3884.00 SF 1 LOT

DATE

OWNER'S DEDICATION

Known all men by these present that _____, the _____ undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

AMENDED LOTS 1-3, BLOCK 30 OF SNYDER'S ADDITION TO THE PARK CITY SURVEY

do hereby dedicate for perpetual use of the public, all parcels of land shown on this plat as intended for public use.

In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 2004

ACKNOWLEDGMENT

STATE OF UTAH)
: S.S.
County of SUMMIT)

On the _____ day of _____ A.D. 20__, personally appeared before me, the undersigned Notary Public, in and for said County of Summit in said State of Utah, the signer ( ) of the above Owner's dedication _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY

AMENDED LOTS 1-3, BLOCK 30 OF SNYDER'S ADDITION TO THE PARK CITY SURVEY

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

PLANNING COMMISSION	MAYOR	CITY ENGINEER	APPROVAL AS TO FORM	PREPARED BY	RECORDED #
RECEIVED, TO THE PARK CITY PLANNING COMMISSION	PRESENTED TO THE PARK CITY MAYOR THIS	I HEREBY CERTIFY THAT THE OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE	APPROVED AS TO FORM THIS	PETERSON ENGINEERING, L.C.	STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF
DAY OF	DAY OF		DAY OF A.D., 20	2107 SOUTH 400 WEST STE B1	DATE TIME BOOK PAGE
THE PLAT AND STATEMENT HAS BEEN THAT IS APPROVED AND ACCEPTED	THE PLAT AND STATEMENT WAS APPROVED AND ACCEPTED			SPRINGVILLE UTAH 84663	FEE $
CHAIRMAN, PARK CITY PLANNING COMMISSION	CITY RECORDER MAYOR, PARK CITY	DATE CITY ENGINEER	CITY ATTORNEY	TEL. (801) 489-3903 FAX. (801) 489-4932	SUMMIT COUNTY RECORDER

FOR REVIEW - DO NOT SIGN

RECEIVED

Exhibit A - Proposed Plat Amendment

City Council
Staff Report

PARK CITY
1884

Author: **Brooks T. Robinson**
Subject: **Village at Empire Pass, Phase I Final Subdivision Plat**
Date: **September 30, 2004**
Type of Item: **Legislative**

PLANNING DEPARTMENT

Summary Recommendations:
The Planning Staff requests that the City Council open the public hearing on the Village at Empire Pass, Phase I Plat of Subdivision, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the Council's consideration.

Topic

Applicant	**United Park City Mines / Talisker Corp.**
Location	**Village at Empire Pass (formerly known as Flagstaff Mountain Resort), Pod A**
Zoning	Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)
Adjacent Land Uses	**Deer Valley Resort ski terrain, SR 224, other development areas as part of the Village MPD.**

Background
On June 24, 1999, Council adopted Ordinance 99-30 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Ordinance 99-30 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

The Development Agreement (DA) specifies that only 147 acres of the 1,655-acre annexation may be developed. The remainder of the annexation area is to be retained as passive and recreational open space.

Prior to construction, the applicant must receive site-specific MPD and final plat approval from the City. The Planning Commission takes action on MPD applications and forwards a recommendation to Council on subdivision plats.

Ordinance 99-30 also required that the applicant submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management

Code and the Development Agreement (99-30) form the standards under which the subject MPD and preliminary/final plat will be reviewed.

On July 28, 2004, the Planning Commission approved an MPD for the entire Village. On September 22, 2004, the Planning Commission held a public hearing on the Village Phase 1 plat and forwarded a positive recommendation to the City Council.

Analysis
The proposed subdivision plat is in substantial compliance Flagsatff Mountain Development Agreeement and the Master Planned Development for the Village at Empire Pass. Two parcels and eleven (11) lots are created with this subdivision. Lot sizes range in size from 11,138 square feet *(.25 acres)* to 86,711 *(3.55 acres)* which is consistent with the RD zoning District and Village at Empire Pass MPD. These lots will have separate condominium plats at a future date but will incorporate part of the Larkspur Townhomes, Paintbrush PUD-style cluster homes, the Empire Club (lot 9) and Shooting Star (lot 8). The lot arrangement, building site, square footage, lot dimension, and access, and road design are consistent with the Land Management Code, Section 15.7.3-3: Subdivisions—General Lot Design Requirements.

Access will be via 50 foot wide private streets. The water is provided by means of a private system. Maintenance of the private streets and water lines will be the responsibility of the Empire Pass Master Homeowners Association. Staff has memorialized this understanding in a Finding of Fact and Condition of Approval.

Department Review
This project has gone through an interdepartmental review. No additional issues have been raised.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record. No public input has been received by the time of this report.

Alternatives
The City Council may approve the subdivision with the conditions stated, or modify the conditions, or

The City Council may deny the subdivision and direct staff to prepare findings supporting this recommendation, or

The City Council may continue the discussion to a later date.

Significant Impacts
Based upon a review of the Flagstaff Mountain Development Agreement, the Planning

Commission approved technical reports, and the Land Management Code, Staff finds that here are no significant fiscal or environmental impacts from this final subdivision plat as conditioned.

Recommendation

The Planning Staff requests that the City Council open the public hearing on the Village at Empire Pass, Phase I Final Subdivision Plat, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval outlined in the following Ordinance for the Council's consideration.

Exhibits
Subdivision Plat

Ordinance No. 04-05

AN ORDINANCE APPROVING A SUBDIVISION PLAT FOR THE VILLAGE AT EMPIRE PASS, PHASE I, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Village at Empire Pass, Phase I have petitioned the City Council for approval of the subdivision plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on September 22, 2004, to receive input on the subdivision plat;

WHEREAS, the Planning Commission, on September 22, 2004, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 30, 2004 the City Council approved the subdivision plat; and

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

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

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

Findings of Fact

1. The Village at Empire Pass Phase Plat is located in the RD-MPD zoning district.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-used development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2, and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.
4. Two parcels with eleven (11) lots are created with this subdivision plat.

5. A maintenance agreement addressing snow removal and maintenance of the water system exists between Park City Municipal Corporation and the Village at Empire Pass Master Homeowners Association.
6. The Planning Commission held a public hearing on this application on September 22, 2004, and forwarded a positive recommendation to the City Council.

Conclusions of Law

1. There is good cause for this Subdivision Plat.
2. The Final Subdivision Plat is consistent with the Flagstaff Annexation and Development Agreement, the Village at Empire Pass Master Plan Development, Park City Land Management Code, the General Plan and applicable State law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed Final Subdivision Plat.
4. Approval of the Final Subdivision Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

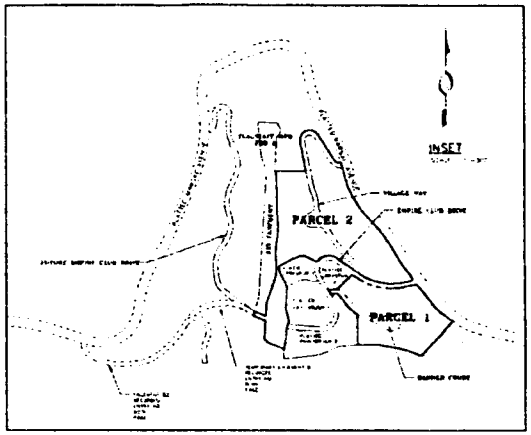
1. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Conditional Use Permit.
2. The subdivision plat will include a plat note requiring water-efficient irrigation systems, limited turf and disturbance.
3. All subsequent applications and approvals are subject to the Technical Reports as approved or amended.
4. The City Attorney and City Engineer will review and approve the final form and content of the Subdivision Plat for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
5. The applicant will record the Subdivision Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
6. The final plat shall contain a note that Village Way is a private road and another note that the maintenance of the water system is the private responsibility of the Village at Empire Pass Master Homeowners Association.

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

PASSED AND ADOPTED this 30th day of September, 2004.

SURVEYOR'S CERTIFICATE

VICINITY MAP



OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGMENT

OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGMENT

OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGMENT

OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGMENT

BOUNDARY DESCRIPTIONS

PARCEL 1

PARCEL 2

NOTES

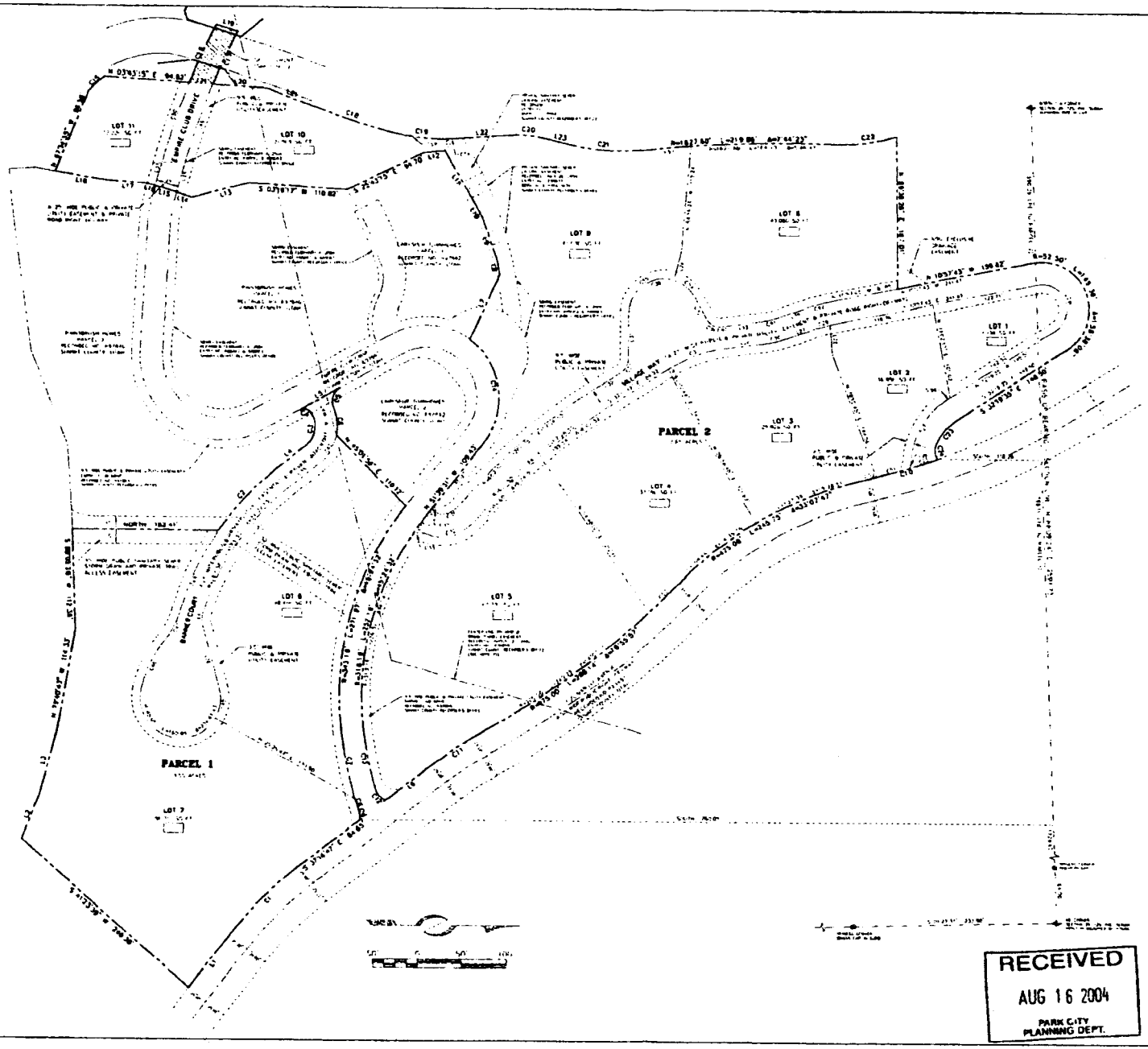
THE VILLAGE AT EMPIRE PASS

PHASE 1

LOCATED IN SECTIONS 21 AND 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ 2004 A.D. BY _____ SUPERVISOR	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____ 2004 A.D. BY _____ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____ 2004 A.D. BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF _____ 2004 A.D. BY _____ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ 2004 A.D. BY _____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ 2004 A.D. BY _____ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE _____ RECORDER _____

CONSULTANT ENGINEERS AND PLANNERS SURVEYORS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 50°13'57" E	34.75
L2	N 60°33'38" W	53.49
L3	N 26°16'47" W	74.14
L4	N 30°13'17" W	42.45
L5	N 28°05'43" W	57.46
L6	S 32°36'57" E	60.00
L7	N 83°13'36" W	70.07
L8	S 00°36'37" W	17.58
L9	S 00°30'31" W	47.27
L10	S 32°35'41" W	18.52
L11	S 30°47'44" W	86.97
L12	S 00°03'21" E	24.00
L13	S 14°36'06" E	65.83
L14	S 10°20'00" W	18.00
L15	S 10°20'00" W	25.00
L16	S 10°20'00" W	8.50
L17	S 03°13'36" W	41.72
L18	S 00°03'33" W	61.00
L19	N 17°22'15" E	35.38
L20	N 07°01'15" E	60.15
L21	N 20°03'24" E	58.80
L22	N 03°37'18" W	36.30
L23	N 13°37'14" E	20.29
L24	N 19°51'31" W	11.75
L25	S 75°44'11" E	13.91
L26	S 35°15'46" E	13.[illegible]
L27	S 49°39'13" E	38.87
L28	S 57°21'28" E	53.[illegible]
L29	S 51°39'21" E	21.[illegible]
L30	S 37°11'41" E	51.51
L31	N 00°00'00" E	49.[illegible]
L32	S 12°22'00" E	38.[illegible]
L33	S 37°27'00" E	31.16
L34	S 15°57'00" E	40.[illegible]
L35	S 30°13'17" E	5.[illegible]
L36	S 21°22'00" E	15.[illegible]
L37	S 00°00'00" E	15.[illegible]
L38	S 73°13'30" E	11.[illegible]
L39	S 13°30'30" E	11.[illegible]
L40	S 02°41'00" W	26.[illegible]

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	475.00	119.79	14°36'10"
C2	313.50	85.01	17°33'11"
C3	77.50	40.88	31°31'08"
C4	48.00	15.19	87°06'15"
C5	17.77	30.18	94°27'48"
C6	53.50	31.31	34°03'30"
C7	472.41	74.67	8°53'25"
C8	131.70	10.50	4°36'02"
C9	30.00	13.23	25°13'18"
C10	725.00	86.75	6°22'34"
C11	373.00	95.82	6°32'38"
C12	29.00	30.18	51°24'41"
C13	442.41	83.24	8°37'03"
C14	84.00	138.88	95°36'36"
C15	185.00	34.41	10°38'08"
C16	813.50	71.31	5°01'45"
C17	797.50	85.65	6°13'36"
C18	745.00	83.91	6°27'11"
C19	345.00	70.79	10°30'31"
C20	155.00	48.00	17°44'33"
C21	345.00	84.17	10°40'17"
C22	200.00	58.33	16°43'08"
C23	63.50	38.43	35°13'44"
C24	13.00	16.07	81°23'47"
C25	325.00	55.07	9°42'16"
C26	91.50	5.76	3°36'21"
C27	91.50	50.23	31°27'11"
C28	77.50	58.12	42°56'51"
C29	93.50	73.61	45°08'28"
C30	100.00	21.15	12°12'22"
C31	50.00	23.75	27°12'22"
C32	47.75	13.61	16°33'14"
C33	13.00	20.07	88°43'44"
C34	1.8.00	30.21	9°38'32"
C35	8.00	12.56	90°00'00"
C36	12.56	19.73	90°00'00"
C37	28.00	30.79	57°48'14"
C38	48.00	100.57	120°00'00"
C39	19.31	48.00	143°38'17"
C40	48.00	19.[illegible]	23°38'[illegible]
C41	20.50	10.[illegible]	28°12'22"
C42	13.50	17.[illegible]	73°12'22"
C43	53.50	11.[illegible]	8°41'15"
C44	77.50	19.[illegible]	14°34'12"
C45	77.50	19.[illegible]	14°34'12"
C46	40.[illegible]	13.[illegible]	20°30'28"
C47	27.61	13.[illegible]	27°12'22"
C48	50.23	11.[illegible]	12°12'22"
C49	50.23	11.[illegible]	12°12'22"
C50	373.50	100.57	15°27'22"
C51	50.[illegible]	5.[illegible]	5°27'22"
C52	63.50	50.[illegible]	45°00"
C53	373.50	56.[illegible]	8°45'58"
C54	325.00	21.[illegible]	3°45'58"
C55	50.50	1.[illegible]	1°36'21"
C56	50.50	28.[illegible]	31°36'21"
C57	40.[illegible]	30.[illegible]	42°28'21"
C58	20.[illegible]	10.[illegible]	28°12'22"
C59	20.[illegible]	10.[illegible]	28°12'22"
C60	50.[illegible]	50.[illegible]	57°12'22"
C61	50.[illegible]	50.[illegible]	57°12'22"
C62	50.[illegible]	50.[illegible]	57°12'22"

NOTE

RECEIVED
AUG 16 2004
PARK CITY
PLANNING DEPT.

SHEET 2 OF 2

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

_____ FEE _____ RECORDER

City Council
Staff Report

PARK CITY 1884

Author: **Kent Cashel, Asst PW Director**
Subject: **Authorization to execute a professional services agreement with Remote Control Systems, Inc.**
Date: **September 30 , 2004**
Type of Item: **Administrative**

Public Works

Summary Recommendations: Authorize staff to execute a professional services agreement with Remote Control Systems, Inc. in a form approved by the City Attorney's office, in the amount of $29,667 for systems integration of computerized control system at the Spiro Water Treatment Plant.

Background:
In August of this year City Council approved construction of Phase II of the Spiro plant upgrade. This project will involve the construction of a 200,000 gallon clearwell, associated piping, pumps and control valves.

To monitor and control the operation of this new clearwell will require integration of the new systems monitoring and control equipment with the existing computerized control system at the Spiro Treatment Plant.

This critical systems integration task will involve installing electronic monitoring and control equipment, installing and configuring communications hardware, configuring and installing digital and electrical wiring systems, software configuration, production of as-built wiring diagrams, and all system operating protocols.

Staff has found, through experience with other water projects, that this systems integration task is more efficiently and effectively handled by directly contracting with a systems integration firm rather than bidding this service out as part of the project construction contract.

Analysis:
The City's purchasing policies exempt professional service contracts from any requirement for competitive bidding based solely on price. The selection of professional service contractors is based upon the best match of a contractor's skills, abilities and past performance to the project.

Remote Control Systems, Inc. is the firm that was selected by the City to provide system integration for Phase I of the Spiro Plant upgrade. This contract is an extension of that initial procurement to complete the Spiro Plant upgrade. Remote Control

Systems involvement with Phase I the Spiro upgrade and years of experience working with the City's computerized monitoring and control system uniquely qualifies the firm for this task. Staff recommends Remote Control Systems, Inc as the firm with the skills, abilities and past performance to best provide this systems integration.

Staff has developed and negotiated a scope of work for the systems integration task with Remote Control Systems, Inc. (attached). Staff, based upon experience with previous systems integration projects believes this quote is usual and customary for a project of this type and scope.

Funds for this project were approved during the 2004 budget process and are contained in CIP account number 51-45092-7319-000-000.

Alternatives:

Approve the Request: Staff recommends City Council authorize staff to execute a professional services contract, in a form approved by the City Attorney, in an amount of $29,667 with Remote Control Systems, Inc. for systems integration work on Phase II of the Spiro Plant Upgrade.

Deny the Request: Council could deny Staff's request. This action would require Staff to conduct another procurement process for a qualified systems integration firm. This would involve investment of water funds and staffing resources. Staff does not believe this would yield a more qualified contractor nor save integration costs. Staff does not recommend this alternative.

Continue the Item: Delaying this action will negatively affect the City's ability to complete Phase II of the Spiro Plant upgrade. Staff does not recommend this alternative.

Do Nothing: This alternative will have the same impact of Alternative C. Staff does not recommend this alternative.

Recommendation:
Staff recommends City Council authorize staff to execute a professional services contract, in a form approved by the City Attorney, in an amount of $29,667 with Remote Control Systems, Inc. for systems integration work on Phase II of the Spiro Plant Upgrade.

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of __**September**_____, 2004, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter ACity@), and **Remote Control Systems, Inc., 3596 S. 300 W. Salt Lake City UT 84115**, which is a (*check one*) ___ corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter AContractor@).

PURPOSE: For the project known as the **Spiro WTP Stage 2, SCADA & PLC-RTU integraton** (hereinafter AProject@), which consists of **See attached Scope of Work for Spiro WTP**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide a Certificate of Insurance evidencing:

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

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

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

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

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of Twenty Nine Thousand Six Hundred Sixty Seven Dollars ($29,667.00) 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 **(insert date).** Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

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

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

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

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

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

A. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general

overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor=s calculations.

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

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

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

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

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

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating
to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

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

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

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of

the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

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

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

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

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

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

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists,

and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

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

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

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

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

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

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

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

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

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

A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries

B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots

C. Non-mechanized exterior painting on individual single-family residences

D. Non-mechanized landscaping on individual single-family residences

E. Survey work not involving grading or use of power equipment to cut vegetation.

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

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

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

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

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

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

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

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

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

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

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

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

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

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

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

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

Remote Control Systems, Inc.

3596 SOUTH 300 WEST, UNIT #3 - SALT LAKE CITY, UTAH 84115
PHONE (801) 268-1198

8-25-04

Park City Corp.
P.O. Box 1480
Park City, Utah 84060

Attn: Mr. Kent Cashel.
Project: Spiro WTP Stage 2, SCADA & PLC-RTU integration.

RCS SCOPE of WORK

PLC-RTU: hardware

RCS shall provide all hardware including Digital input modules, digital output modules, analog output modules, analog input modules, all loop power supplies, wiring all modules to field terminals, modification to existing signals, and as built drawings.
Includes terminations of new field wiring devices, and testing.

PLC-RTU Software:

RCS shall provide all software configuration for the PLC-RTU including all inputs and outputs, Screens on the (OIT) operator interface panel, field testing all inputs and outputs to screens.

Master Computer Software:

RCS shall provide all master software configuration on the Powerlink control software, as well as all graphics on TM screens.

This includes all Reports, Graphs, Alarms, and histories for all I/O points per specifications I/O summary.
Includes all field testing with electrical contractor, and start up.

Total System Cost---------- $ 29,667.00

RCS will provide all insurance certificates including professional liability.

Respectfully submitted by

Michael D. Hiltz