PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 17, 2009

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meetings at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, September 17, 2009.

Closed Session
3:00 p.m. Property and litigation

Work Session
5:15 p.m. Council questions/comments
5:30 p.m. Direction on creation of a permanent labyrinth P. 8 - 13
5:50 p.m. Break

Regular Meeting
6:00 p.m.
I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF AUGUST 20, 2009 AND SEPTEMBER 3, 2009 P. 14 - 30

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

1. Consideration of a Resolution proclaiming September 26, 2009 as Celebration of Women Day in Park City, Utah P. 31 - 32

2. Consideration of a Resolution authorizing the issuance and confirming the sale of Water Revenue Bonds; authorizing the execution and delivery of Supplemental Indentures of Trust, a Bond Purchase Contract, and other documents required in connection therewith; authorizing the taking of all other actions necessary for the consummation of the transactions contemplated by this Resolution P. 33 - 50

3. Consideration of a Service Agreement with Data Prose for water billing and mailing services in the amount of $28,650.24 per year in a form approved by the City Attorney P. 51 - 65

4. Consideration of purchase agreement in the amount of $161,167 with SimplexGrinnell for purchase and installation of emergency call boxes and video surveillance camera system in Richardson Flat, in a form approved by the City Attorney P. 66 - 81

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

1. Consideration of an Ordinance approving the Glory Hole Subdivision, located at 518 Deer Valley Drive, Park City, Utah
(a) Public hearing
(b) **Motion to continue to October 29, 2009**

2. Consideration of an Ordinance approving the 593 plat amendment, located at 593 Park Avenue, Park City, Utah
(a) Public hearing
(b) **Motion to continue to October 1, 2009**

3. Consideration of an Ordinance approving the 1440 Empire plat amendment, located at 1440 Empire Avenue, Park City, Utah
(a) Public hearing
(b) **Motion to continue to October 29, 2009**

4. Consideration of an Ordinance approving amendments to the Land Management Code of Park City, Utah to address revisions to Sections 15-2.1-5, 15-2.2-5, and 15-2.3-5 clarifying attic space and Section 15-15, Definitions
(a) Public hearing
(b) **Motion to continue to November 5, 2009**

5. Consideration of a five year contract, with an option for a five year extension, in a form to be approved by the City Attorney, with Jan's / White Pine Touring to provide a cross country ski venue at the Park City Golf Club and the McPolin Farm P. 81 - 98

6. Consideration of a Construction Agreement Amendment, in a form approved by the City Attorney, with Counterpoint Construction for the construction of the Promontory Raw Waterline for a lump sum amount of $288,195. P. 99 - 110

7. Consideration of an Ordinance approving the Quinn's Water Treatment Subdivision, located at 3800 Richardson Flat Road, Park City, Utah P. 111 - 120
(a) Public hearing
(b) Action

8. Consideration of an Ordinance approving an Amended and Restated Condominium Record of Survey Plat for Deer Crest Roosevelt Gap Resort, located at 2300 Deer Valley Drive, Park City P. 121 - 135
(a) Public hearing
(b) Action

9. Consideration of an appeal of the Planning Commission's July 8, 2009 approval of a conditional use permit application submitted by North Silver Lake Lodge LLC – appellants, adjacent owner associations represented by Clyde Snow, Attorneys at Law **(Motion to continue to October 15, 2009)**

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

A majority of members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

SPECIAL PARK CITY COUNCIL MEETING
BOARD OF CANVASSERS
SUMMIT COUNTY, UTAH
SEPTEMBER 22, 2009

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will convene as the Board of Canvassers to canvass the results of the Mayoral Primary Election held on September 15, 2009. The meeting will be held on Tuesday, September 22, 2009 at 3 p.m. at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 24, 2009

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, September 24, 2009.

Posted: 09/14/09
See: www.parkcity.org

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

15 *Primary election*
17 **Liza and Jim gone**
See agenda
22 *Special Meeting - Primary election canvass, 3 pm, Council Chambers*
24 **Roger gone – no meeting**

October 2009
1 **Liza gone**
For hire vehicles licensing - work - SH
Comstock Drive sidewalk project – work
Amended PCMC Summit County transportation agreement
HMBA service provider contract amendment
BID ordinance amendment
Sandstone Cove Subdivision
Ordinance approving a plat for Gigaplat, 1897 Prospector Avenue, Park City, Utah – old business (motion to continue to 10/29)
593 Park Avenue – FA
1440 Empire Avenue – KS
430 Main Street - KW
Parking Services Contract - BA
Amended PCMC/Summit County Transportation Agreement - KC
8 **Joe gone**
H1N1 update - Katie Mullaly, Summit County Health Department
Direction on lease of City facilities
Snow Creek selection policy – 30 min
Bonanza Drive truck traffic – MC
PC Heights annexation
15 City website presentation - work (20 min) SR
Old business - Appeal of the Planning Commission's July 8, 2009 approval of a conditional use permit application submitted by North Silver Lake Lodge LLC – appellants, adjacent owner associations represented by Clyde Snow, Attorneys at Law
Sundance supplemental agreement
22 **No meeting**
29 The Montage field trip 3 p.m. – 4:30 p.m.
Hot air balloon update (20 min) - MD
518 Deer Valley Drive Subdivision
Ordinance approving a plat for Gigaplat, 1897 Prospector Avenue, Park City, Utah – old business

November 2009
3 *General Election*
5
12 *General election canvass*
19
26 Thanksgiving

December 2009

3 Extraordinary funding requests review

10

17 Agency minutes

Pending Items:

Business license policy

Performance measures

Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing Guidelines and Standards for Park City, Utah

Carrying capacity/market analysis survey

Wild land interface issues

City Council
Staff Report

Subject:	**Creation of Permanent Labyrinth in Park City**
Author:	**Sharon Bauman**
Department:	**Executive**
Date:	**September 17, 2009**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends City Council review the report, discuss the issues, and provide Staff with direction.

Topic/Description:
Request to create a permanent labyrinth in Park City.

Background:
A group of local citizens has submitted a proposal to create a permanent labyrinth in Park City (Exhibit A). The group met with Recreation Advisory Board (RAB) in July to discuss the concept and potential locations. RAB members supported the idea, but were concerned about giving up park space. The Public Art Advisory Board (PAAB) reviewed the preliminary project concept and asked for a detailed proposal that identified a location and estimated costs. The attached proposal was submitted in response to PAAB's request.

The Labyrinth group has identified the fountain area in front of Miners Hospital as their first choice to locate the labyrinth. Additional locations they've considered are south of the Sound Garden, or somewhere near the McPolin Farm – all of which are on City property. The labyrinth group estimates actual construction costs of a well-designed the labyrinth to be in the neighborhood of $15,000. Initial discussions have not estimated annual maintenance cost. They have not identified a size for the labyrinth.

Meanwhile, the Labyrinth group arranged a temporary location in Prospector Square and created a chalk labyrinth in common space near Good Karma. Anecdotally, this has generated a lot of interest as well as donations from the public.

The Public Art Advisory Board reviewed and discussed the attached proposal at their meeting on September 9, 2009. The group's recommendation is to not approve the location in the Miners fountain, and further that the proposal is not complete as it pertains to art. It is likely that the Public Art Advisory Board would have reservations with spending Art CIP dollars on this project.

Analysis:
Staff requests that Council discuss the proposal and consider whether they would like to have a permanent labyrinth in on City Property.

Staff is requesting direction from Council on the following items:

1. Is Council in favor of creating a permanent labyrinth on City Property?
2. If so, how much land should be allocated to the labyrinth?
3. Who will be responsible for managing, paying for, building and maintaining the project?

Council should offer clear direction as to where the permanent labyrinth would be constructed:

- If it is located on City property, the City would be, by default, the owner of the project. Establishing the permanent labyrinth would need to be added as a priority and Staff would return at a future meeting to discuss Staff resources and funding impacts with Council.
- Staff has roughly estimated the cost for removal of the fountain and preparation of the site at Miners to be between $10,000 and $20,000.

The citizens group has expressed an interest in partnering in design and cost with the City and has suggested using artist-designed tiles or bricks and placing artist-designed seating (which could be funded by public donations) around the labyrinth.

Department Review:
Staff from the Economic Sustainability, Public Works, Recreation and Executive Departments reviewed the report.

Discussion:
Staff is seeking direction from Council regarding the creation of a permanent labyrinth in Park City. If direction is favorable, Staff would return to Council in the future for a discussion about location, prioritization and staff impacts. Council could decide the City is not interested in creating a permanent labyrinth on City-owned property.

Significant Impacts:
Creating a permanent labyrinth on City-owned property will require additional staff time and financial resources for project management, maintenance and upkeep. The current balance of the Art CIP Account is $72,000, and the Board is currently working on several projects.

Consequences of not taking the recommended action:
The City would not participate in creating a permanent labyrinth on City-owned property.

Recommendation:
Staff recommends City Council review the report, discuss the issues, and provide Staff with direction.

Exhibits
A Local Labyrinth Proposal

LABYRINTH PROPOSAL

SUBMITTED BY

NANCY GARBETT, MARY WINTZER, MARY DEMOKOWICZ, ANNETTE SNEED,

DEBBIE SEWELL, DEBRA COLE, KIM STEIN, CLAIRE MARLIN

Proposal to Create a Permanent Labyrinth in Park City

What is a Labyrinth?

A labyrinth is an ancient symbol that relates to wholeness. It combines the imagery of the circle and the spiral into a meandering and purposeful path. It represents a journey to our own center and back again out into the world. Labyrinths have long been used as meditation and healing tools.

A labyrinth is an archetype within which we can have a direct experience of ourselves, of our purpose, of connection with all creation. Walking the labyrinth can be a way of relaxing, balancing, and discovering answers to our deep questions.

Why Should Park City Have a Labyrinth?

For 4,000 years cultures worldwide have built and used labyrinths as a place and process for discovering peace amid chaos, for journeying and healing, for meditation and renewal, for centering and reconnecting both inwardly and outwardly.

Park City has become a center for multi-cultural awareness, family gathering, and active sports. In our fast paced and sometimes frantic lives, it seems appropriate to create a space of balance where both local and global citizens can also enjoy a space of silence, rejuvenation and peace.

PO Box 752, Park City UT 84060 nancywastcoat@mac.com 801.842.1479


Location for a Labyrinth

We originally suggested several options for sites both in and outside Park City limits. At the request of the Public Art Advisory Board, we now submit our first choice:

The fountain area in front of the Miners Hospital.

Rationale:

The Recreation Advisory Board told us at their June meeting that that they supported the concept of building a permanent labyrinth and that maintenance of green space is a primary goal.

The City has indicated that the fountain will not be used again.

This site is a perfect location: central to locals and visitors alike; connected to but visually and audibly separated from activities in the park; easily accessible to all, and, if constructed as a flat surface would be wheel chair accessible; adjacent to a small "meditation" garden; close proximity to the Sound Garden, the Skateboard Park and the Library; within easy walking distance to Main Street and the Town Lift.

If constructed as a flat surface, the space could continue to have multiple uses, and would not preclude ceremonies, play, and gatherings. As we have already seen with the chalk labyrinth in Prospector, people are drawn to the design, and feel free to wander across it. There are no "rules" limiting its use.

Our secondary options are just north of the Sound Garden (a significantly smaller space) and somewhere near the McPolin Farm (not centrally located).

Cost

The City estimates between $10,000 and $20,000 for preparing the site. As we understand it, this would involve removing the crumbling cement benches and the concrete slab (it is sloping and has the fountain mechanism in the center beneath the slab) and leveling the space.

The cost of constructing the Labyrinth varies widely depending on size, materials and technique used. It could be as simple as applying a thick weatherproof paint for a few hundred dollars (as was done at the Jordan Parkway labyrinth off 1700 South), creating a space of mown grass, construction of sand and stone, or as elaborate as custom-made tile.

Portable labyrinths are also available. Ranging in price from $3,000 to $29,000, the obvious benefit is portability from place to place and potential use indoors, possibly including school gymnasiums, Elks Lodge, Racquet Club, churches, Kimball Art Center, etc.. In spite of practicality, the disadvantage is they don't have the same "feeling," and may not lend themselves to permanent art and seating surrounding the space.

Given our vision of a beautiful permanent labyrinth, our best guess for actual costs of construction would not exceed $15,000.

Design

Over hundreds of years, dozens of designs have been created. We have just ordered a book of designs and templates. Actual size templates and directions for construction are also available. We are happy to share these resources at the appropriate time.

Funding

A great deal of interest has been generated from the temporary chalk labyrinth drawn August 9-11 in the Prospector area behind Good Karma. It seems many people are interested in participating in funding a permanent labyrinth. We are able to begin receiving donations immediately, and would like combine our donations with those of the City and/or Arts Advisory Board.

Our Vision and Hopes

This group is very interested in partnering in both design and cost with the Public Arts Advisory Board. Given the enthusiastic response for the Prospector Labyrinth, we hope to see the construction of a permanent labyrinth in early 2010.

Ideas for funding include:

Artist-designed tiles or bricks in a compatible color scheme could allow public participation in "funding" the tiles/bricks. Some labyrinths use tiles as memorials or expressions of gratitude. In other designs community members gather flat stones that are cemented into the paths.

Artist-designed seating around the labyrinth could also be funded by public donations.

Donated labor and public participation could be encouraged again, as was done so successfully in moving and rebuilding Miners Hospital and the nationally recognized "book pass" from the old library on Main Street to the new library.

Thank you for your interest and support. We look forward to working with you.

PO Box 752, Park City UT 84060 nancywastcoat@mac.com 801.842.1479

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 20, 2009

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kathy Lundborg, Water Manager; Hugh Daniels, Emergency Management Program Manager; Diane Foster, Environmental Sustainability Manager; Tyler Poulson, Sustainability Project Coordinator

1. Council questions/comments. Liza Simpson relayed phone calls expressing concern that markings on Park Avenue signaled construction on portions that were just completed.

Roger Harlan announced that Candace Erickson received the Rotary Club Professional Person of the Year award. The Public Art Advisory Board reviewed proposals for art to enhance bus shelters, but postponed making a selection. They also discussed their role in reviewing art pieces from the old Marsac Building. School Board members toured the proposed underpass location on Kearns Boulevard. The Library Board will present its annual report at the next Council meeting. He thanked the Human Resources Department for organizing the summer picnic, which was enjoyable for employees and their children. Joe Kernan pointed out that during the interview process one of the art board applicants suggested that not all shelters have art.

Candace Erickson announced the Scarecrow Event sponsored by Friends of the Farm. The League of Cities and Towns has been meeting monthly to discuss, in part, water issues and retirement issues and she noted that Tom Bakaly had spent numerous hours serving on the retirement committee. She was honored to receive the Rotary Award, and stressed that no one wins awards on their own. She thanked her husband, her employer, fellow Councilors and staff for their support.

Jim Hier reported that building code amendments must now be approved by the State Legislature so Uniform Building Commission changes made in the fall won't be effective until after the legislative session. The Department of Public Licensing suggested that changes by the legislature be remanded to UBC to ensure that they don't create impacts to existing codes.

Mayor Williams thanked Staff for creating the Summit County fair entry, which received first prize in the friendly competition. He reported meeting with a group of local philanthropists, representatives from Engineering and Renewal Energy Departments at Utah State University, and Wasatch Wind and Utah Clean Energy. This group is interested in exploring the potential of renewable energy training and teaching in Park City. He has been asked to serve on the Utah League of Cities and Towns nominating committee. He attended the women's ski jumpers benefit event and, after learning that other communities had adopted resolutions supporting them, requested copies for Council to review and consider.

The Mayor went on to say he had received an invitation from the National Academies of Science and Technology in Washington, D.C., to participate in a one-day forum on how the Federal Government can support implementation of sustainability practices.

2. Quinn's Water Treatment Plant Update. Water Manager Kathy Lundborg explained the project was behind schedule due to increased scope and complexity of the project: increase in plant capacity, sustainable technologies, turbines, pump stations, and granular activated carbon vessels. Staff had identified several options for construction given the schedule delay, including: (1) accelerated construction schedule; (2) conventional construction schedule with temporary treatment to offer additional water supply if it were a dry year (decision to acquire temporary treatment equipment must be made in February); or (3) move forward without the temporary treatment. Staff prefers option 2 and seeks discussion and direction from Council.

Jim Hier asked what new demands were anticipated, other than the potential snow load.
Ms. Lundborg responded that dry conditions, similar to those in 2007, coupled with peak demands, could create an issue. Mr. Hier suggested moving forward and getting the plant completed as soon as possible. Council members concurred and clarified that they did not want Staff to pursue temporary treatment.

3. Emergency Management Program. Hugh Daniels, Emergency Program Manager, reported on the City's progress on its Emergency Management program, as well as updated Council on ongoing and new programs planned for 2009 and 2010. In order for the City and its citizens to be eligible for state and federal grants, as well as assistance through FEMA, it must have an Emergency Program Manager, an adopted CEMP, and be NIMS Compliant. At this point, the City has completed ninety-eight (98%) of the criteria and is considered compliant because it is working on the remaining two (2)) percent.

Mr. Daniels stressed that the best tool for the community was a trained staff and in addition to the 400 plus classes taken by City Staff, all departments will receive training in Standard Operating Procedures for participating in a large emergency or disaster in the community. The Public Works conversion to 800 MHz frequency radios is nearly complete, which provides interoperability throughout the county and the state.

Next steps include moving into community oriented projects such as adding emergency supplies and equipment to occupied City buildings; evaluation drills; fire extinguisher training; community communication venues such as reverse 911, texting, local radio, hotline and information numbers; ability to quickly convert the City's homepage to emergency notification and information; preparedness fair, and "Be Ready Park City" campaign and training. He stressed that citizens need to be prepared and understand that in major disasters they may need to care for themselves, and their neighbors, while awaiting assistance from local and outside agencies.

4. Environmental strategic plan update. Environmental Sustainability Manager Diane Foster introduced Lori Hansen from Rocky Mountain Power. Ms. Hansen thanked Park City Municipal for implementing energy efficiency measures in several of facilities: Racquet Club, Quinn's Arena; Pubic Works; Transit Center; China Bridge Parking; Spiro Water Treatment Plan; Recreation Center; and the Recycling Center. Annual kilowatt hour savings from these projects totaled 636,785. The total cost of these projects was approximately $300,000, and the incentive paid by Rocky Mountain Power to Park City Municipal was $51,619. She presented a "big check" to Council.

Diane introduced Tyler Paulson, Sustainability Project Coordinator, and Jeffrey Schoenbacher, Environmental Coordinator.

Ms. Foster relayed a tale the Foster family, one year from today. This local family attended a series of environmental events in Park City in 2009 and as a result, became interested in reducing their carbon footprint, as well as saving water. Educational events during "green month" taught them how to install solar panels, and they were able to learn how much electricity was already being generated by the ice arena solar panels through the educational signage that had been installed at the entryway. They became involved in the community engagement program and participated in a team who advertised and promoted federal programs and stimulus grants. The family was able to realize savings from their energy savings which allowed them to support local businesses who had also participated in energy efficiency upgrades. She emphasized this was a possible vision of the future depending on some of the decisions to be made by Council.

Ms. Foster reviewed highlights from the past six months. The Johnson Controls project is almost complete, and solar panels at the ice arena are on-line. Educational signage is being installed in various locations to educate the public about energy efficiency of the lighting and water savings that were gained in City-owned buildings. Park City was the first community in Utah to complete a community carbon footprint analysis. Another highlight is the completion of an open space purchase with Summit County that includes approximately 350 acres of land below the Olympic Park and 350 acres adjacent to City holdings in Round Valley.

Jeffrey Schoenbacher, Environmental Coordinator, presented an overview of regulatory environmental accomplishments for the past few years. Under the PCMC Soil Ordinance, residential and commercial properties have been capped and 90% of the original ordinance area has been remediated. The Environmental Management System, which facilitated delisting of Prospector from the CERCLIS data base, has been recognized by USEPA and used as a model in Libby, Montana. The city-wide Geographic Information System used to manage Park City's environmental impacts has been recognized by USEPA and UDEQ. In addition, the Utah Environmental Data View WebGIS acts as an information repository for all environmental due diligence questions, has also been recognized by the Environmental Systems Research Institute, Engineering GIS Summit, and ArcNews Magazine. Contamination has been removed from the Judge Tunnel Drinking Water Source Protection Zone and a mine waste repository within Richardson Flat has been established. The Topsoil Assistance Program provided $30,670 to assist citizens with the importation of clean top soil.

The Alice Lode Brownfield site has been completely remediated and No Further Action Certificates have been issued for Alice Lode and the Transit Center.

Mr. Schoenbacher discussed the Conservation Reserve Program, which has not only designated over 23 acres of permanent riparian buffer along McLeod Creek stream corridor; it is also directly related to successes in improving water quality within the watershed. Finally, the Prospector Drain zinc biocell project is decreasing the heavy metal loads to Silver Creek by 25%.

Diane Foster asked whether Council wanted staff to pursue reallocation of the remaining Rocky Mountain Power wind grant (approximately $40,000) to a municipal solar project. The City used a portion of the wind grant funds to install an anemometer on IHC property for testing purposes. As the hospital neared completion, it was necessary to install an FAA light on the tower, at a cost of $2,500. Given testing results, and with only two months remaining in the test period, Staff did not feel the expense was justified. The average wind speed was six to eight miles per hour and an average of ten to twelve miles per hour was needed to justify a residential scale anemometer. Of the total $100,000 grant, approximately $60,000 of the RMP grant had been used to install solar panels at the Ice Arena, along with an educational display.

While the Staff Report outlined three options for Council's consideration, Staff recommended Option A, request reallocation of the grant balance to fund a photovoltaic system at the new Creekside Park. This would cover the cost of lighting, heating, hot water generation and educational signage. She referenced several grant requests the City had submitted to Rocky Mountain Power and felt withdrawing the application for solar panels at Creekside could increase the likelihood of others being granted.

Council members and Staff briefly discussed alternate locations for anemometer placement. Ms. Foster concurred the next step would be finding a site that was appropriately placed and noted the State may offer energy efficiency and conservation block grants this fall. Mayor Williams relayed information relating to Governor Herbert's desire to fund pilot programs throughout the state.

Liza Simpson referred to "high cost actions" for solar panel placement at remote water pumping sites and clarified that was why Staff had recommended the Creekside location. Ms. Foster noted it was a very visible spot and had a higher likelihood of receiving approval from Rocky Mountain Power's grant board.

Manager Tom Bakaly sought clarification of Council's direction. Staff's recommended Option A (to seek reallocation of RMP grant funds). Should Council also want to pursue Option C (additional wind resource testing on municipal property), Staff would need to return with a resource discussion about how to accomplish that. Following a brief discussion, Council directed Staff to pursue reallocation of grant funds to purchase solar panels for the Creekside Park restroom, and to keep an eye open for opportunities for wind testing.

Ms. Foster asked whether Council wanted the City to play a leadership role in community engagement to reduce energy and water use in Park City. The report offered several options for community engagement and Staff's recommendation was for PCMC staff, with the support of experienced partners and local environmental non-profits, to plan and execute a comprehensive community engagement process (Option C). Staff encouraged using the Brendle Group, who had partnered with the City to complete the community carbon inventory. The leadership group would initiate a six month process, involving the community, with the goal of creating a community-run process, supported by government and non-profits.

Jim Hier noted much of the community's energy consumption was water based. He supported water conservation and reduction in usage and felt improvements in technology, i.e., water metering and monitoring, provided the biggest bang for the buck, for the City as well as the community. Ms. Erickson concurred, and believed that partnering with several organizations would create a great forum, through which the City's focus could be water. Joe Kernan favored anything that provided an adequate benefit and was cost effective for the community as a whole. Ms. Simpson supported using the Brendle Group and creating a community-driven organization. Manager Bakaly clarified that all Council Members supported Option C, with a focus on water.

Roger Harlan stated he had become a convert to the value of carefully educating people and noted he had observed a growing number of people bringing cloth bags to the Liquor Store. It appears that little by little a growing number of people are thinking about conservation and the environment. Because Park City was a recreation-focused community, he questioned the suggestion to remove roof racks as method to reduce fuel consumption and asked whether it created a significant savings. Ms. Foster stated removal of roof racks created a 2% savings in gas mileage efficiency, and the intent was to remove them in the summer.

Tyler Poulson, Environmental Sustainability Coordinator, directed Council's attention to Municipal Carbon Footprint Reduction Goals. Council reviewed the Municipal Carbon Reduction Action Plan in July and directed Staff to return with a formal recommendation of a carbon reduction goal for municipal emissions. Staff compared Greenhouse Gas Emission Reduction Goals for Park City to those set by local and national organizations. Staff recommended that Council discuss the municipal carbon reduction targets and adopt the "Low Hanging Fruit" municipal reduction, which represents a 6.4% reduction from Business as Usual (BAU) in 2012.

Ms. Foster explained the goals took into consideration some of the Johnson Controls programs. She noted some areas would decrease, but others would increase due to increased service levels projected over the next few years.

Mr. Hier asked whether the potential reductions and estimated costs and savings outlined in Table 2 were hard savings that would be reflected in operating budgets. Mr. Poulson explained the savings were a combination of energy, vehicle fuel, water savings, etc., and Staff sees the "low hanging fruit goal" as achievable by pursuing the no- and low-cost actions. Ms. Foster explained Staff did not recommend the medium cost goals because those funds were not presently budgeted. Staff clarified that implementation costs were fixed, upfront costs, with the savings accrued in subsequent years.

Mr. Hier requested additional documentation regarding the figures presented in Table 2 and Staff agreed to return to Council with that information. Ms. Simpson requested cost estimates for Goal B, 12% by 2012 and mid-range action items. Ms. Foster asked if Council was requesting a delay for further clarification of numbers. Council members indicated they were considering a combination of 12% by 2012 Goal and Medium Cost Implementation Actions.

Manager Bakaly noted this was a direction shift from Council's previous discussion to pursue low hanging fruit. Staff felt there were significant savings from pursuing the low hanging fruit now and considering more aggressive actions later. If Council's direction was to pursue medium cost actions, Staff should present additional information on the numbers so Council can understand the savings. Mr. Bakaly noted that would require prioritization for funding as well as Staff resources.

Council members confirmed they would like the regulatory environmental goals to be more closely aligned with the environmental sustainability goals. Manager Bakaly added the efforts were much more integrated than in the past.

Mayor Williams commented that, although Council did not to fund a comprehensive air quality monitoring program at this time, it may be appropriate to gather information from other communities regarding anti-idling ordinances. Ms. Foster noted the City already had an ordinance prohibiting idling in the Main Street Corridor Delivery Zone. Roger Harlan mentioned that UPS was a corporation that understood the value of it, and their vehicles were turned off at every delivery stop. Ms. Erickson noted that enforcement of ordinances was another issue.

Ms. Foster recapped Council's direction for Staff to seek reallocation of the Rocky Mountain Power grant funds to Creekside; move forward with the community engagement project; return at a later time to discuss municipal reduction goals; to begin aligning environmental regulatory and environmental sustainability goals; and to add air quality and anti-idling to their goals, and to return for future discussions with Council to discuss the municipal reduction goal and enforcement issues.

Manager Bakaly requested clarification that Council was requesting a resource discussion and an evaluation of what it would take to implement anti-idling ordinances. Council members requested that Staff return with a discussion about resources that would be required to research and gather information that would allow Council to make a decision in the future.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 20, 2009

Regular Meeting

I. ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at 6:15 p.m. at the Library and Education Center on Thursday, August 20, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jonathan Weidenhamer, Economic Sustainability Manager.

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

There were no communications from Council and Staff.

1. <u>Certificate of appreciation of Puggy Holmgren's outstanding service on the Historic Preservation Board</u> – On behalf of the Mayor and Council, Mayor Williams presented a certificate in recognition and appreciation to Puggy Holmgren for her service on the Historic Preservation Board.

2. <u>Resolution of appreciation of Gary Kimball's outstanding service on the Historic Preservation Board and designating him as Park City's Historian</u> – Mayor Williams explained this was not to be confused with the Historical Society, whereas Ye Official Old Guy was honored for his outstanding service on the Historic Preservation Board and designated as Park City's Official Historian.

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

Prospector Square resident Joe Butterfield, 2238 Sidewinder Drive, requested that Council consider installing a three way stop at the Sidewinder Drive/Gold Dust Lane intersection. Sidewinder is used as a by-pass for Kearns/Bonanza and traffic is unfettered for a long stretch along Sidewinder.

Economic Sustainability Manager Jonathan Weidenhamer explained traffic calming recommendations included a sidewalk on the south side of Sidewinder from Comstock as well as a traffic calming feature eastbound on Sidewinder. The intention of the feature will be to slow traffic entering the residential area. Councilor Hier suggested that Staff involve Mr. Butterfield in the neighborhood process.

IV. WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 30, 2009 AND AUGUST 6, 2009 - Joe Kernan, "<u>I move approval of the work session notes and minutes of July 30, 2009 and August 6, 2009</u>". Roger Harlan seconded. <u>Motion carried unanimously</u>.

V. RESIGNATIONS AND APPOINTMENTS

1. Consideration of appointment of Election Judges for the 2009 Primary and General Municipal Elections:

Consolidated Voting Precinct 1 – Marsac City Hall
Precinct # 1 Deer Valley Precinct #3 Old Town N
Precinct # 2 Old Town S
Ruth Gezelius, Carol Sletta, Betty Sue Elliott; Cheryl Thomson, Phyllis Robinson alternates.

Consolidated Voting Precincts 2 and 3 – Park City High School, Eccles Center Lobby
Precinct # 3 Prospector Precinct #5 Park Meadow S
Precinct # 4 Thaynes Canyon Precinct #6 Quarry Mountain
Precinct # 33 Sidewinder Precinct #35 Park Meadows N
Gerd Holmsen, Tania Knauer, Emily Elliott, Virginia Vallor, Edna White, Sharon Bauman, Linda Dolan, Rich Dolan; Mary Demkowicz alternate

Jim Hier, "I move appointment of Election Judges for the 2009 Primary and General Municipal Elections". Liza Simpson seconded. Motion unanimously approved.

2. Consideration of the reappointment of Sara Werbelow and appointment of Brian Guyer, David White and Dave McFawn to the Historic Preservation Board for terms expiring July 2012 - Mayor Williams disclosed that Ms. Werbelow was helping with his campaign. Liza Simpson, "I move approval of reappointment of Sara Werbelow and appointment of Brian Guyer, Davie White and Dave McFawn to the Historic Preservation Board for terms expiring July 2012". Roger Harlan seconded. Motion unanimously approved.

3. Consideration of the reappointment of Jenifer Franklin and Kathy Kahn and appointment of Meechie White to the Recreation Advisory Board for terms expiring July 2012 - Roger Harlan, "I move approval of the reappointment of Jenifer Franklin and Kathy Kahn and the appointment of Meechie White to the Recreation Advisory board for terms expiring July 2012". Candace Erickson seconded. Motion unanimously approved.

VI. CONSENT AGENDA (*Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")* Liza Simpson, "I move we approve Consent Agenda Items 1 through 4". Joe Kernan seconded. Motion unanimously approved.

1. Consideration of a Resolution of appreciation of Gary Kimball's outstanding service on the Historic Preservation Board and designating him as Park City's Historian

2. Consideration of a Resolution supporting the Walk More in Four safety initiative promoted by the Utah Department of Transportation in Park City, Utah

3. Consideration of a construction contract for Creekside Park in a form approved by the City Attorney, with Entelen Design-Build LLC, in the amount of $779,776

4. Consideration of a service provider agreement with Economic and Planning Systems, Inc. to conduct an analysis of the economic and community impacts of the Park Silly Sunday Market in the amount of $25,025 in a form approved by the City Attorney.

VII. OLD BUSINESS (Continued items)

1. Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT) - Mayor Williams opened the public hearing. There was no comment and the hearing was closed. - Roger Harlan, "I move continuation of consideration of an ordinance annexation Park City Heights into the corporate limits of Park City, Utah, approving a Water Agreement, and amending the Official Zoning Map of Park City to September 3, 2009". Liza Simpson seconded. Motion was unanimously approved.

VIII. ADDITIONAL DISCUSSION – AGENDA ITEMS

Jim Hier requested discussion at a future meeting regarding prohibition of truck traffic on Bonanza Drive. City Manager Tom Bakaly indicated Staff would prepare a Manager's Report for the next meeting.

IX. ADJOURNMENT

With no further business, the meeting adjourned at 6:30 p.m.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:00 p.m. Members in attendance were Mayor Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss property and litigation". Liza Simpson seconded. Motion carried unanimously. The meeting opened at approximately 6:00 p.m.

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

Prepared by Sharon Bauman

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Sharon Bauman, Deputy City Recorder

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 3, 2009

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Linda Tillson, Library Director; Heather Reynolds, Youth Services Librarian; Christine Youngblood, Library IT Specialist; Marlene Ligare, Library Board Chair

1. Council questions/comments. Liza Simpson thanked Public Works crews for their help in moving books for the Friends of the Library book sale and commented on the Save our Snow event on Saturday. Candace Erickson reported on Recreation Advisory Board and Historical Society business and thanked Public Works for re-working the gutters in the Park Meadows neighborhood, after improvements were made, to continue to deter high speeds through streets. Joe Kernan noted that he will not be in attendance at the regular meeting. Roger Harlan commented on the hospital open house and the quality of the facility. He attended a long-range UDOT planning session for Wasatch and Summit Counties where the counties were asked to submit priorities. Mr. Harlan spoke about the Board of Education meeting where a drop in registered students and associated state funding and a new after-school program to replace the defunct Boys and Girls Club were discussed.

Jim Hier referred to the manager's report on Bonanza Drive truck restrictions and Matt Cassel reported that the signs are anticipated to be installed by September 14. Mr. Hier added that this is the appropriate time to try this restriction. Mayor Williams noted that he attended the Save Our Snow event which was very well attended. He thanked Senator Hatch and Congressman Bishop for their work over the last eight years on acquiring Gambel Oak Park for the City. The Mayor commented on the success of the Little Kate sidewalk project and suggested that more humane ways to control beavers be explored. The Boys and Girls Club has folded in Park City and the school has initiated an after-school program which is filled to capacity. The City has already granted the schools a $5,000 grant and the group is asking for an additional $5,000 to maintain the after-school program.

2. Library update. Linda Tillson stated that the Park City Library is experiencing a national trend where use has significantly grown during hard economic times and the challenge becomes servicing more patrons with less resources. She spoke about moving library offices into the vacant University of Utah office space in the building to provide study spaces for the public. Marlene Ligare addressed the process for the long range plan formulated by the Board and pointed out the use of the community survey which was a very helpful tool. Christine Youngblood described the significant upgrade to the library software. Downloading books was discussed as well as the statistics for Telluride's library. Liza Simpson commented on the quality of the staff report. Heather

Reynolds reported on library programs and acquiring Spanish materials. Roger Harlan reminded the public of the Book Fair this weekend and the Friends of the Library luncheon next month.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 3, 2009

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, September 3, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, and Liza Simpson. Joe Kernan was excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kirsten Whetstone, Planner; Brooks Robinson, Planner; Max Paap, Special Events Manager; Heinrich Deters, Project Manager; Denise Carey, Analyst; Thomas Eddington, Planning Manager; and Diane Foster, Environmental and Sustainability Manager

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Liza Simpson thanked Public Works employees for their assistance in moving books for the Friends of the Library book sale this weekend. The Mayor announced that UDOT is conducting a program for kids on Wednesday and Friday promoting walking and biking to school.

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

None.

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

1. Consideration of an Ordinance approving a plat for Gigaplat, 1897 Prospector Avenue, Park City, Utah – Planner Kirsten Whetstone explained that this matter is still before the Planning Commission and should be continued. The Mayor opened the public hearing and with no comments, requested a motion to continue. Roger Harlan, "I move to continue to October 1st". Jim Hier seconded. Motion carried.

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

2. Consideration of Master Festival License for Florida State University Pep Rally in City Park on September 18, 2009 – Max Paap explained that the proposed pep rally is being organized to support the Florida State University football team who is playing BYU on Saturday, September 19. The event will be similar to the USC and Notre Dame events held a few years ago. The space in City Park will be programmed from 5 p.m. to

9 p.m. on Friday, September 18 and is open to the general public as well. The applicant is actively promoting Park City as the holder of all official events and recommending lodging and recreation options in town. The event requires a master festival license because of the requests for amplified music and use of City Park. The Mayor opened the public hearing and with no comments from the audience, closed the public hearing. Candace Erickson, "I move that we approve the Master Festival License for Florida State University Pep Rally". Roger Harlan seconded. Motion carried.

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

3. Consideration of authorization to proceed with the McPolin Farm ADA Access and Driveway Project and to enter into a construction contract, in a form approved by the City Attorney, with DRD Paving LLC in the amount of $97,581 – Heinrich Deters described the aspects of the project, specifically pointing out that the recommendation is to use regular colored concrete for the driveway treatment. There was discussion on the reasons for not considering asphalt and Denise Carey explained that Friends of the Farm prefer the concrete because it ties into and matches the patio concrete surface. The Mayor acknowledged that the planning staff has a differing recommendation. Thomas Eddington, Planning Manager, explained that they were looking for a more historically compatible driveway material like aggregate asphalt. Candace Erickson discussed her recollection of the majority of the group deciding to support concrete. The Mayor invited public input; there was none. Candace Erickson, "I move we approve the authorization for the McPolin Farm ADA Access and Driveway project and to enter into a construction contract, in a form approved by the City Attorney, with DRD Paving in the amount of $97,581". Jim Hier seconded. Motion carried.

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

4. Consideration of an Ordinance approving the Second Amendment to the Royal Plaza Condominium Record of Survey Plat, located at 7620 Royal Street East, Park City, Utah – Planner Kirsten Whetstone explained that the Royal Plaza Condominiums are located on Lot A of the Silver Lake Village No. 1 Subdivision, subject to the requirements and restrictions of the Deer Valley Master Planned Development. Lot A was approved in the MPD for seven residential units or seven unit equivalents. Thirteen residential units were developed under the unit equivalent option as nine one-bedroom units, two two-bedroom units, and two three-bedroom units. In reviewing the condominium plat and condominium declaration of unit sizes, staff discovered that the existing residential condominium unit configuration currently equates to 7.269

residential UE. The total residential square footage, based on the "as-built" condominium record of survey, is 14,538 square feet (7.269 UE at 2,000 sf per residential UE). She explained that a total of 16,805 sf of office, commercial space, meeting space and support commercial exists within the building, including 15,757 sf originally built and 1,048 sf added for expansion of the Cole Sport commercial space (Unit 101) with a plat amendment in 2003. The first amended Royal Plaza record of survey plat, recorded on April 30, 2003, addressed commercial space but there was no review or analysis of the residential density.

Ms. Whetstone indicated that on April 13, 2009, the City received a completed application for a second amendment to the Royal Plaza record of survey. This application consisted of the following: 1) convert 150 sf of limited common deck area appurtenant to Units 301 and 309 into private space for Unit 309, 2) convert 425 sf of common area (within the existing walls and roof of the building) to private area for Unit 402, 3) convert 346 sf of limited common deck area appurtenant to Unit 402 as private area for this Unit, and 4) convert 151 sf of private space currently within Unit 402 to limited common deck area. On July 7, 2009, following an initial discussion with the Planning Commission, the applicant modified the application to reduce the converted area of Unit 402 to 555 sf (0.2775 UE). The application was also modified by not including an enclosure of 216 sf of the westerly deck as originally proposed and by eliminating the conversion of the 151 sf of private area to deck space. The proposed remodeled space is all contained within the existing building and located under the existing roof structure.

The proposed plat amendment includes a 150 sf increase in floor area for Unit 309 and a 555 sf increase in floor area for Unit 402 for a total increase of 705 sf (0.352 residential UE.) The Royal Plaza owners association voted to approve and consent to the transfers of common and limited common space to private space for Units 301, 309, and 402. The proposed plat amendment does not change Unit 301 in terms of floor area; it only decreases the associated deck area for this unit. She explained that on May 22, 2009, Bob Wells, representative of Deer Valley Resort, submitted an application for an amendment to the Deer Valley Master Plan requesting a transfer of 1,038 sf of unallocated commercial from Silver Lake area to Royal Plaza to be utilized as 0.654 UE of residential. The amendment was a request to correct the existing residential non-compliance plus allow the proposed density increase.

On July 7, 2009, the MPD and plat amendment applications were revised to reduce the amount of converted limited common deck area for Unit 402 by 65 sf to 555 sf (0.2775 UE) resulting in a net increase of 0.352 residential UE for the Royal Plaza condominium project. The revised MPD amendment transfers to Royal Plaza condominiums 1,243 sf (1.243 UE) of the undeveloped and unallocated Silver Lake commercial density allowance. This commercial density is transfered as 0.621 UE of residential to cover the 0.352 UE increase due to conversion of common area to private area and 0.269 UE increase approved with the 1991 recorded as-built Royal Plaza record of survey plat.

On June 24, 2009, the Planning Commission conducted a public hearing on the Deer

Valley MPD amendment and the plat amendment and continued the hearing to August 12, 2009. There was no specific discussion regarding the plat amendment other than the related discussion on the MPD amendment and a request for additional information regarding exterior physical changes to the building. Without the concurrent MPD amendment to transfer density to Royal Plaza, the plat amendment request would not be consistent with the Deer Valley MPD.

Ms. Whetstone stated that on August 12, 2009, the Planning Commission approved the 10th Amended and Restated Deer Valley Master Planned Development and forwarded a positive recommendation on the condominium record of survey plat amendment. The Commission added the following language to finding of fact #9, "Visual impacts on the building are de minimus." The Mayor opened the public hearing; here were no comments and the hearing was closed.

Roger Harlan, "I move approval of an Ordinance approving the Second Amendment to the Royal Plaza Condominium Record of Survey Plat, located at 7620 Royal Street East". Liza Simpson seconded. Motion carried.

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

5. Consideration of an Ordinance approving Stein Eriksen Lodge common area amendment to the Condominium Record of Survey Plat, located at 7700 Stein Way, Park City, Utah – Brooks Robinson explained that in May 2009, the Planning Commission approved an expansion to the spa located at the Stein Eriksen Lodge and one of the conditions of approval is that an amendment to the condominium record of survey is required to reflect the improvements to the common area. He relayed that the record of survey amendment is consistent with the CUP approval of the Stein's spa expansion. This approval was consistent with the Deer Valley MPD as amended because the spa and existing restaurant fall within the 5% resort support commercial and maintained 60% open space. The Mayor opened the public hearing; there were no comments from the audience and the public hearing was closed. Liza Simpson, "I move approval of the Stein Eriksen Lodge common area amendment to the Condominium Record of Survey Plat based on the findings of fact, conclusions of law and conditions of approval". Roger Harlan seconded. Motion carried.

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

6. Consideration of an Ordinance approving the First Amended Silver Strike Lodge

Condominium Record of Survey Plat located at 8902 Empire Club Drive, Park City, Utah – Brooks Robinson explained that at the time of platting this project, there was an error that was not caught until recently in which the employee housing unit is shown as common ownership. The proposed amendment is for Sheet 3 of 11 only and changes Employee Housing Unit #201 from common to private ownership for the purpose of selling the unit under the City's deed restrictions. The Mayor opened the public hearing and with no input from the public, closed the hearing. Jim Hier, "I move we approve the First Amended Silver Strike Lodge Condominium Record of Survey Plat based on the findings of fact, conclusions of law, and conditions of approval found in the draft Ordinance". Liza Simpson seconded. Motion carried.

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

7. Consideration of Real Estate Purchase Agreement and the License Agreement to purchase approximately 136 acres, parcel PP-25-C, from Herb and Mel Armstrong – Diane Foster explained that discussions on the purchase between the City and the Armstrong Family have been on-going over a number of years. The purchase price is $5 million to acquire approximately 136 acres. She distributed copies of the conservation easement omitted from the staff report. The conservation easement will allow public access to the parcel as is required by the open space bond language. The Mayor opened the public hearing and with no public input, closed the public hearing. He acknowledged the hard work of many people to acquire this pristine piece of property. Diane Foster relayed that Herb Armstrong would have been at the meeting tonight but is out of town. Jim Hier, "I move to approve the Real Estate Purchase Contract for the Armstrong Property as outlined in the staff report". Roger Harlan seconded. Motion carried.

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

V OLD BUSINESS (Continued items)

Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT) – The Mayor opened the public hearing and with no public input, asked for a motion to continue the hearing. Roger Harlan, "I move to continue to October 8, 2009". Motion carried.

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

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Diane Foster, Environment and Sustainability Manager; Tom Daley, Deputy City Attorney; Jerry Gibbs, Public Works Manager; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss property and personnel". Liza Simpson seconded. Motion carried unanimously. The meeting opened at approximately 5:15 p.m. Roger Harlan, "I move to open the meeting". Liza Simpson seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

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Janet M. Scott, City Recorder

City Council Staff Report

Subject: Celebration of Women Day Resolution
Department: Mayor's Office
Date: September 17, 2009
Type of Item: Administrative

Summary Recommendations:
The Mayor's Office was approached by Cheryl Popple, who authored the Resolution, promoting the First Annual Women's Craft Fair & Health Expo to be held on September 26 at St. Luke's Episcopal Church from 10:00 a.m. to 3:30 p.m. The Mayor encourages the community to participate in the event and recommends approval.

RESOLUTION PROCLAIMING SEPTEMBER 26, 2009
AS CELEBRATION OF WOMEN DAY
IN PARK CITY, UTAH

WHEREAS, Park City is blessed with many talented and gifted women;

WHEREAS, these women make a vital contribution to the health, welfare and quality of life in the community; and

WHEREAS, women are artists, athletes, authors, entrepreneurs, directors of not-for-profit agencies, elected public officials, health care providers, counselors, safety and communications personnel, spiritual leaders, teachers, and musicians; and

WHEREAS, women contribute their time, talents, and resources as employees, volunteers and homemakers; and

WHEREAS, women are working together to promote peace and justice; and

WHEREAS, the Women's Center for Spirituality is gathering 1,000 cans of soup to be donated to Park City food pantries,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Park City, Utah declare Saturday, September 26th, 2009, to be a Celebration of Women Day. The day will be celebrated with the First Annual Women's Craft Fair & Health Expo to be held at St. Luke's Episcopal Church from 10:00 a.m. to 3:30 p.m.

PASSED AND ADOPTED this 17th day of September, 2009.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

City Council Staff Report

Subject: 2009 Series B & C Water Revenue Bond Final Bond Resolution
Author: Bret Howser
Department: Budget, Debt, & Grants
Date: September 17, 2009
Type of Item: Legislative

Summary Recommendations:
Staff recommends that Council hold a public hearing and approve the attached final bond resolution related to the sale of $24.37 million of Water Revenue bonds for water infrastructure projects.

Topic/Description:
Water Revenue Bond Parameters Resolution

Background:
Council approved in last year's budget a series of water infrastructure projects, including importation lines, water treatment plants, and storage tanks. These projects are necessary to provide adequate water for the current and projected future needs of Park City residents. It was anticipated that these projects would be funded through water service fees, impact fees, and bonds. A financial model was created for the Water Fund which takes into consideration future operating, capital, and debt expenses and sets water rates and impact fee rates accordingly.

On May 21, 2009, Council approved a Parameters Resolution in preparation to issue no more than $22 million in Water Revenue Bonds during 2009. On August 6, 2009, Council approved a second Parameters Resolution for no more than $5.5 million of bonds in anticipation of refunding the 2002 Series Water Revenue Bonds.

On June 25, 2009, Council approved the sale $2.5 million Water Revenue Bonds (2009 Series A) through a direct sale to the State Division of Drinking Water at 0% interest. The City also anticipated a second bond issuance offered on the private market to finance the remainder of the first phase of water infrastructure and importation projects. Staff had received approval through the Board of Water Resources to obtain sufficient financing to buy down the interest on a publicly offered bond to 4%.

Public notice was published in the Park Record on May 27, 2009, and June 3, 2009 announcing a public hearing which was held on June 25, 2009. The parameters resolution initiated a 30 day period in which interested parties may contest the legality of the resolution or the bonds.

Analysis:
The attached resolution would approve the sale of $24.37 million of bonds backed by water service fees. About $4.935 M would be used to refund the 2002 Series bonds and

$19.435 M would go to the construction fund for the importation projects as well as fund the debt reserve requirement.

The bonds will be issued through a negotiated sale with George K. Baum & Company acting as underwriter and marketing the bonds with the assistance of Edward Jones. The borrowed funds would be repaid over 15 years beginning in June 2010. Annual debt payments are expected to range from $1.7 million to $2.6 million and would be overlaid with existing debt payments to create a level debt payment. An anticipated debt service schedule is included in Attachment A.

Staff recommends that the debt be issued partially as tax-exempt Water Revenue Bonds, and partially as taxable “Build America Bonds” (BAB’s). Under the federal economic stimulus act, cities can issue taxable bonds and receive a 35% refund of the interest cost from the federal government. This results in a lower effective rate for some maturities, in our case from 2018 and beyond. So staff recommends issuing $10.4 million in tax-exempt bonds with maturities through 2017 and $13.97 million in BAB’s with maturities from 2018 to 2024. This is expected to result in a present value savings to the City of approximately $200,000 over the life of the bonds.

	Series 2009B			Series 2009C
	Tax Exempt			Taxable BABs
Due	Principal		Due	Principal
9/29/2009				
6/15/2010	$660,000		6/15/2018	$1,810,000
6/15/2011	$655,000		6/15/2019	$1,865,000
6/15/2012	$685,000		6/15/2020	$1,920,000
6/15/2013	$1,610,000		6/15/2021	$1,985,000
6/15/2014	$1,640,000		6/15/2022	$2,055,000
6/15/2015	$1,675,000		6/15/2023	$2,130,000
6/15/2016	$1,715,000		6/15/2024	$2,205,000
6/15/2017	$1,760,000			$13,970,000
	$10,400,000			

This bond issuance was rated by Standard & Poor’s as AA grade and by Moody’s as Aa3. The last time the City had a Water Revenue Bond rated was 1994, at which point the City’s water debt was given an A2 rating. This is a significant upgrade, and it allows the City to achieve a favorable interest rate while avoiding the cost of bond insurance. In its bond rating release, S&P related the following:

> Standard & Poor's Ratings Services assigned its 'AA' long-term rating and stable outlook to Park City, Utah's water revenue and refunding bonds series 2009B. The rating reflects the city's: Role as an affluent year-round resort destination, with access for full-time residents to the larger Salt Lake City economy; Very strong wealth levels of the city's full-time population; Diverse customer base, despite the economic concentration in tourism; Historically strong annual debt service coverage ratios, and strong pro forma coverage ratios that are bolstered by planned rate increases; and Growing cash balances resulting more than a year of cash on hand at the end of fiscal 2008, which we consider strong.

Staff anticipates that selling the bonds in the current market would result in a True Interest Cost (TIC) below 4%. This would negate the advantage of utilizing the State Division of Water Resources interest buy-down. Staff has been in communication with the DWR on this matter.

Current estimates show that the average effective interest rate on the refunding portion of the bond would be about 2.1% (compared to the 4.04% on remaining 2002 Series Bonds). This should result in a present-value savings of approximately $320,000, or 6% -- well in excess of the generally accepted target of 3%. The estimated average effective rate for the new money (including both tax-exempt and BAB's portions) is 3.7%. Actual rates resulting from the sale on Wednesday and Thursday will be presented during Council meeting on Thursday.

The purpose or allowable expenditure of the bond proceeds is described as follows:

> …financing the cost of various capital improvements to the System, including the design, acquisition and construction of culinary water system improvements (the "Projects"), (ii) satisfying a debt service reserve requirement, and (iii) paying costs of issuance of the Series 2009 Bonds. The Series 2009B Bonds are also being issued for the purpose of paying the redemption price of $5,313,000 outstanding principal amount of the City's Water Revenue and
> Refunding Bonds, Series 2002…

Staff will move forward with the pricing of the bonds on Wednesday, September 16, and Thursday, September 17. At that time, final details of the bond, the True Interest Cost, and debt structure will be prepared for consideration by Council on the evening of September 17. Should Council approve the final bond resolution, staff will move forward to close on the bond sale on or around September 29, 2009.

Department Review:
Budget, Debt & Grants; City Manager; Legal

Alternatives:

A. Approve:
Staff recommends that Council hold a public hearing and approve the attached final bond resolution approving the sale of a $24.37 million water revenue bond.

B. Deny:
So doing could impact the timing and funding of related projects and purchases

C. Modify:

D. Continue the Item:
This may impact the timing of projects and purchases.

E. Do Nothing:
This would have a similar impact as B.

Significant Impacts:

The final bond resolution is the final step in a bond issuance. This bond issuance is anticipated in the FY 2010 budget as the funding source for planned water infrastructure projects. The funding would allow staff to continue with the current timing of the projects.

Consequences of not taking the recommended action:
The identified water infrastructure projects could be delayed until Council decides to move forward with the bond issuance or identify alternate funding sources.

Recommendation:
Staff recommends that Council hold a public hearing and approve the attached final bond resolution related to the sale of $24.37 million of Water Revenue bonds for water infrastructure projects and refunding the 2002 Series Water Bonds.

Attachments:
A – Debt Service Schedule
B – Final Bond Resolution

Attachment A - Debt Service Schedule

Due	Series 2009B Tax Exempt Principal	Rate	Estimated Interest	Total S. 2009B	Series 2009C Taxable BABs Principal	Rate	Estimated Interest	Total S. 2009C	Total Principal	Total Interest	Total P & I
6/15/2010	$660,000	4.00%	$340,225	$1,000,225			$738,948	$738,948	$660,000	$1,079,173	$1,739,173
6/15/2011	$655,000	4.00%	$313,825	$968,825			$738,948	$738,948	$655,000	$1,052,773	$1,707,773
6/15/2012	$685,000	2.50%	$287,625	$972,625			$738,948	$738,948	$685,000	$1,026,573	$1,711,573
6/15/2013	$1,610,000	2.50%	$270,500	$1,880,500			$738,948	$738,948	$1,610,000	$1,009,448	$2,619,448
6/15/2014	$1,640,000	2.50%	$230,250	$1,870,250			$738,948	$738,948	$1,640,000	$969,198	$2,609,198
6/15/2015	$1,675,000	3.00%	$189,250	$1,864,250			$738,948	$738,948	$1,675,000	$928,198	$2,603,198
6/15/2016	$1,715,000	4.00%	$139,000	$1,854,000			$738,948	$738,948	$1,715,000	$877,948	$2,592,948
6/15/2017	$1,760,000	4.00%	$70,400	$1,830,400			$738,948	$738,948	$1,760,000	$809,348	$2,569,348
6/15/2018					$1,810,000	4.60%	$738,948	$2,548,948	$1,810,000	$738,948	$2,548,948
6/15/2019					$1,865,000	4.85%	$655,688	$2,520,688	$1,865,000	$655,688	$2,520,688
6/15/2020					$1,920,000	5.15%	$565,235	$2,485,235	$1,920,000	$565,235	$2,485,235
6/15/2021					$1,985,000	5.35%	$466,355	$2,451,355	$1,985,000	$466,355	$2,451,355
6/15/2022					$2,055,000	5.50%	$360,158	$2,415,158	$2,055,000	$360,158	$2,415,158
6/15/2023					$2,130,000	5.65%	$247,133	$2,377,133	$2,130,000	$247,133	$2,377,133
6/15/2024					$2,205,000	5.75%	$126,788	$2,331,788	$2,205,000	$126,788	$2,331,788
	$10,400,000		$1,841,075	$12,241,075	$13,970,000	$0	$9,071,883	$23,041,883	$24,370,000	$10,912,958	$35,282,958

RESOLUTION NO. _________-09

A RESOLUTION AUTHORIZING THE ISSUANCE AND CONFIRMING THE SALE OF WATER REVENUE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF SUPPLEMENTAL INDENTURES OF TRUST, A BOND PURCHASE CONTRACT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

*** *** ***

Whereas, Park City, Utah (the *"City"*) is a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah; and

Whereas, the City considers it necessary and desirable and for the benefit of the City and the users of the System (as hereinafter defined) to issue water revenue bonds as hereinafter provided for the purpose of financing the cost of acquisition, construction and installation of culinary water system improvements (collectively, the *"Project"*).

Whereas, pursuant to and in accordance with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the *"Utah Code"*) and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code (collectively, the *"Act"*), the General Indenture of Trust, dated as of December 1, 2002 (the *"General Indenture"*), between the City and Zions First National Bank, as trustee (the *"Trustee"*), as amended and supplemented (the copy of which is attached hereto as *Exhibit A*), and Supplemental Indentures of Trust, each dated as of September 1, 2009 (the *"Supplemental Indentures"* and, together with the General Indenture, the *"Indenture"*), each between the City and the Trustee (the forms of which are attached hereto as *Exhibit B*), the City has determined that it is in the best interest of the City (a) to issue its $____________ Water Revenue and Refunding Bonds, Series 2009B (Bank Qualified) (the *"Series 2009B Bonds"*) and its $_____________ Taxable Water Revenue Bonds, Series 2009C (Build America Bonds--Issuer Subsidy) (the *"Series 2009C Bonds"* and, together with the Series 2009B Bonds, the *"Bonds"*) pursuant to this Resolution and the Indenture to provide funds for the purpose of (i) paying a portion of the costs of the Project, (ii) refunding the City's currently outstanding Water Revenue and Refunding Bonds, Series 2002 (the *"Refunded Bonds"*) (solely with proceeds of the Series 2009B Bonds), (iii) funding a debt service reserve fund and (iv) paying costs of issuance relating to the issuance, sale and delivery of the Bonds, (b) to sell the Bonds to George K. Baum, and its associates (collectively, the *"Underwriter"*), pursuant to a Bond Purchase Contract dated September 17, 2009, between the City and the Underwriter and (c) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture; and

Whereas, the City is authorized by the Act to enter into the Indenture and to issue the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah, as follows: *Section 1.Issuance of Bonds.* (a) For the purpose of financing a portion of the costs of the Projects and paying costs of issuance of the Bonds, the execution, issuance, sale and delivery of the Bonds is hereby authorized and approved. The Bonds shall be issued pursuant to the Indenture and shall be sold to the Underwriter at a price of (i) with respect to the Series 2009B Bonds, $_______________ (representing the principal amount of the Series 2009B Bonds, plus original

Deleted: ¶

issue premium of $______________, less an underwriter's discount of $_________) and (ii) with respect to the Series 2009C Bonds, $________________ (representing the principal amount of the Series 2009C Bonds, less original issue discount of $_____________, less an underwriter's discount of $____________), as contemplated in the Purchase Contract.

The Bonds shall be dated as of their date of original issuance and delivery (the "*Dated Date*"), shall mature on the dates and in the principal amounts, and shall bear interest from the Dated Date, payable semiannually on June 15 and December 15 in each year, commencing June 15, 2010, at the interest rates shown below. Interest on the Bonds shall be computed on the basis of a year of 360 days consisting of twelve 30-day months.

SERIES 2009B BONDS

JUNE 15 OF THE YEAR	AMOUNT MATURING	INTEREST RATE
	$	%
TOTAL	$	

SERIES 2009C BONDS

JUNE 15 OF THE YEAR	AMOUNT MATURING	INTEREST RATE
	$	%

JUNE 15 OF THE YEAR	AMOUNT MATURING	INTEREST RATE
TOTAL	$	

The Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(c) The form of the Bonds set forth in the Supplemental Indentures, subject to appropriate insertion and revision in order to comply with the provisions of the Indenture, is hereby approved.

(d) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Net Revenues (as defined in the Indenture) derived by the City from the operation of its System (as defined in the Indenture) for the distribution of water, and certain funds established under the Indenture, subject to the application of the Net Revenues upon the terms and conditions set forth in the Indenture. The Bonds shall not be obligations of the State of Utah or any other political subdivision thereof, other than the City, and neither the faith and credit nor the taxing or appropriation power of the State of Utah or any political subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Approval of General Indenture and Approval and Execution of Supplemental Indentures. The General Indenture and the Supplemental Indentures, in substantially the forms attached hereto as *Exhibits A* and *B*, respectively, are hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Supplemental Indentures on behalf of the City, and the City Recorder is hereby authorized, empowered and directed to attest such execution and to countersign, and to affix the seal of the City to the Supplemental Indentures, with such changes to the Supplemental Indentures from the forms attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval. The provisions of the General Indenture and the Supplemental Indentures, as executed and delivered, are hereby incorporated in and made a part of this resolution. The General Indenture and the Supplemental Indentures shall constitute a "system of registration" for all purposes of the Registered Public Obligations Act of Utah.

Section 3. *Sale of the Bonds*. The Purchase Contract, in substantially the form attached hereto as *Exhibit C,* is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Purchase Contract on behalf of the City, and the City Recorder is hereby authorized, empowered and directed to affix the seal of the City and to attest such seal, with such changes to the Purchase Contract from the form attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Section 4. *Approval of Continuing Disclosure Undertaking*. The Continuing Disclosure Undertaking relating to the Bonds (the *"Continuing Disclosure Undertaking"*), in substantially the form attached hereto as *Exhibit D* is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Continuing

Disclosure Undertaking on behalf of the District, and the City Recorder is hereby authorized, empowered and directed to affix the seal of the District and to attest such seal, with such changes to the Continuing Disclosure Undertaking from the form attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Section 5. Approval of Official Statement. The Official Statement, dated September 17, 2009, for the sale of the Bonds (the *"Official Statement"*), in substantially the form attached hereto as *Exhibit E*, with such changes, omissions, insertions and revisions as the Mayor shall approve, is hereby authorized, and the Mayor shall sign and deliver such Official Statement to the Underwriter for distribution to the purchasers of the Bonds and other interested persons, his execution thereof to constitute conclusive evidence of such approval. The use of the Preliminary Official Statement, dated September 11, 2009, and the Official Statement by the Underwriter in connection with the offering of the Bonds is hereby acknowledged, approved and ratified.

Section 6. Other Certificates and Documents Required to Evidence Compliance with Federal Tax Laws. Each of the Mayor and the City Recorder is hereby authorized and directed to execute such other certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds.

Section 7. Other Actions With Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the sale and delivery of the Bonds. If (a) the Mayor or (b) the City Recorder shall be unavailable to execute or attest and countersign, respectively, the Bonds or the other documents that they are hereby authorized to execute, attest and countersign the same may be executed, or attested and countersigned, respectively, (i) by the Mayor pro tempore or (ii) by any Deputy City Recorder.

Section 8. *Resolution Irrepealable*. Following the execution and delivery of the Indenture, this resolution shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 9. *Severability*. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 10. *Effective Date*. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the City Council of Park City, Utah, this 17th day of September, 2009.

PARK CITY, UTAH

Mayor

ATTEST:

City Recorder

[SEAL]

EXHIBIT A

[ATTACH GENERAL INDENTURE OF TRUST]

EXHIBIT B

[ATTACH FORM OF SUPPLEMENTAL INDENTURES]

B-1

EXHIBIT C

[ATTACH FORM OF PURCHASE CONTRACT]

EXHIBIT D

[ATTACH FORM OF CONTINUING DISCLOSURE UNDERTAKING]

EXHIBIT E

[ATTACH FORM OF OFFICIAL STATEMENT]

City Council
Staff Report

Subject: **Water Billing and Mailing Contract**
Author: **Jerry Gibbs**
Department: **Public Works**
Date: **September 17, 2008**
Type of Item: **Administrative**

Summary Recommendations:
Authorize the City Manager to sign a Service Agreement with Data Prose for water billing and mailing services in the amount of $28,650.24 per year in a form approved by the City Attorney.

Topic/Description:
Service Provider Contract for water billing and mailing services

Background:

Current Working System

Utility bills are generated from the City's Eden utility billing system installed in June 2007. The water bills are printed monthly, in-house using a fold and seal water bill. The bills are presorted by zip code and Carrier route, using a mail sorting system and the mail carriers presort permit number. All water billing materials and labor to print the bills are provided by the City. A private mail house under City contract picks up the utility bills and transports the sealed envelopes to the post office for mailing within 24 hours of completing the printing.

Scope of Work

The RFP requested the service provider to:

- Have the capability to perform all services required to print and mail approximately 5000 City utility bills a month.
- Receive an electronic data file from the City's utility billing customer information system by remote means and process the data to generate printed City utility bills and electronically return the billing information to Water Billing.
- Provide a bill in #10 envelopes and a #9 return envelope for payment. The Water Department had received complaints on opening the current bill and not providing a return envelope.
- All printing, folding, inserting and mail processing services will be performed by the Service provider in-house in the Service provider's plant. Subcontracting these services is not acceptable.
- Provide materials including City approved bill stock and envelopes. The City may elect to furnish printed informational inserts that the successful service provider will store in their plant until inserted in the utility bills. It is also desirable for the

service provider to have the capability to design and print inserts at the City's option.

Proposal Process

The Water Billing and Mailing RFP complied with the City's advertising requirements. In addition the RFP advertisements were sent to service providers used by members of the Western Eden Support Group and posted on Park City's RFP web page. The RFP page was used to post answers to questions/clarifications from RFP solicitors. The RFP contained the cost proposals, vendor qualifications/experience, sample city service provider contract and references.

Criteria for Selection

The criteria used to evaluation the RFPs were:

- Overall responsiveness to and compliance with the RFP
- Understanding of the City's technical requirements and demonstrated ability to meet or exceed the City's contract service requirements. Experience with processing utility billing data from Eden Systems software is highly desirable.
- Cost
- References

The contract length will be three years with two-one year extension options. The contract may be cancelled with six months notice by either party. Any postage increases will be passed directly to the City. The contract is based on fixed unit costs for services. The proposal identified additional services and requested unit costs (inserts, printing on both sides of the bill, additional programming, etc).

Analysis:
The proposals are as follows:

	Cost /Month	Eden Clients	Disaster Recovery
Data Prose	**$2387.52**	**Yes**	**Yes**
Billing Document Services	*$2397.52*	*1 client under contract*	*Yes*
The Data Center	$2747.52	No	Yes
Freedom Mailing	$2800	No	Did not specify
DivDat	$2612.52	No	Yes
Arista	$2472.52	No	Yes
Information Outsource	$2,577.52	Yes	Did not specify
City Direct Cost	$2670.92	NA	No

Freedom Mailing is a Utah firm and provides billing services to Mt. Regional and many other cities along the Wasatch Front. The Data Center is also a Utah firm providing services to Utah communities. The remaining proposals are out of state. The committee determined there was not a distinct advantage to contract in state.

A committee representing Water, Finance and IT reviewed each proposal based on the Criteria of Selection. Their recommendation is to award the contract to Data Prose (bolded in the above table) from Oxnard, California based on their large Eden customer base and meeting the selection criteria.

Data Prose has asked if minor changes could be considered in our service contract. At the writing of this staff report, Data Prose had not submitted their request in writing. If the City Attorney is not agreeable to their changes, the committee recommends BDS (italicized in the table above) as the next qualified service provider. They stated a willingness to sign the City's service agreement as is and represents only a $120 increase in the annual cost. They do not have an Eden customer base and IT did not anticipate any issues with the data transfer. References were checked for both firms.

Mailing costs represented approximately 70% of the monthly costs. Park City currently has available to all customers the use of Electronic Debit Authorization to pay water bills. This feature reduces the in-house staff time to input credit cards and billing information. In the near future these accounts will have the ability to receive an electronic water bill further reducing city costs. Approximately 300 customers utilize this service

Department Review:

The RFP was reviewed by Legal prior to advertising. The staff report has been reviewed by Legal, Water and the City Manager.

Alternatives:

A. Approve:
Award the "Water Billing and Mailing" contract to Data Prose in the amount of $28,650.24 (Staff Recommended)

B. Deny:
Do not award a bid and request a delay or rebid (not staff recommended)

C. Modify:
Award the contract to another Service Provider (not staff recommended)

D. Continue the Item:
(Not staff recommended)

E. Do Nothing:
(Not staff recommended)

Significant Impacts:
Outsourcing water billing and mailing services will reduce costs and free up additional staff time to address customer related issues.

Consequences of not taking the recommended action:

The consequences are not severe.

Recommendation:
Authorize the City Manager to sign a Service Agreement with Data Prose for water billing and mailing services in the amount of $28,650.24 in a form approved by the City Attorney.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ________________, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. **SCOPE OF SERVICES**.

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

2. **TERM**.

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

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the

Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. <u>INSURANCE</u>.

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

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

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

B. Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence.

D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident $500,000 each accident;
Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. <u>NONDISCRIMINATION</u>.

A. The City is an equal opportunity employer.

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

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

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

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. <u>CHANGES</u>.

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

14. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. **POLITICAL ACTIVITY PROHIBITED**.

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

16. **PROHIBITED INTEREST**.

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

17. **MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS**.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. **TERMINATION**.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

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

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue

Post Office Box 1480
Park City UT 84060-1480

____
Dana Williams, Mayor

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER
Address:
Address:
Address:

Tax ID#: ______________________

____
Signature

____
Printed name

____
Title

STATE OF UTAH)
) ss.

COUNTY OF SUMMIT)

On this ____ day of _________________, 2009, personally appeared before me ______________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the __________________________ (*title or office*) of _____________________ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as ________________________ *(title)* for _________________________________, a _______ corporation.

____

__

Notary Public

ADDENDUM "A"

SCOPE OF SERVICES

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

City Council
Staff Report

Subject: Emergency Call Box & Video Surveillance Camera System
Author: Darren Davis
Department: Transportation
Date: August 24, 2009
Type of Item: Administrative

Summary Recommendations:
Authorize the City Manager to execute a Professional Service Agreement with SimplexGrinnell in the amount of $**161,167** for the purchase and installation of 6 emergency call boxes and a 15 video surveillance camera system at the Richardson Flat Park and Ride.

Background:
The Transit System is in the final stages of completing a Park & Ride lot in the Richardson Flat area. The Park and Ride's Conditional Use Permit awarded by the County required the development of a safety and security plan which included video surveillance and emergency call boxes. Security is also a primary concern of the Federal Transit Administration and installation of this type of system will provide a tangible measure of protection for Park & Ride lot users. The proposed system will provide the Park City Police Department with video feeds of the park and ride and will allow users the ability to immediately contact Park City Dispatch using one of six emergency call boxes.

City Council directed Staff to open Park & Ride lot for winter 2009 – 2010 on a limited basis and approved operations funding during the FY 2009 budget process. Park City Transit began seeking proposals on a turn key Surveillance system including programming, installation, start-up of all system components and the purchase and installation of 6 emergency call boxes and 15 video surveillance cameras. The purchase of the emergency call boxes and the video surveillance camera system will be funded in part by the Federal Transit Administration.

Analysis:
Public notices were advertised according to City and Federal purchasing policies and a request for proposals (RFP) was sent to interested vendors. Three proposals were received by the August 7, 2009 5:00 PM deadline. Park City reserved the right to waive any irregularities and based each proposal on the entire submittal and not solely on price alone.

Three proposals were received. Staff reviewed each proposal and unanimously agreed to eliminate the 3rd proposal as unresponsive (due to the lack of information presented in proposal). Below are the cost breakdowns of the two remaining proposals.

	QTY	Simplex Grinnell		QTY	ITS Engineers	
Call Box Station	6	$3,295.00	$19,770.00	6	$3,500.00	$ 21,000.00
Fixed Cameras	15	$832.00	$12,480.00	7	$2,835.00	$ 19,845.00
Call Box with PTZ Cameras	15	$1,400.00	$21,000.00	2	$4,975.00	$ 9,950.00
Management Control Center Equipment	1	-	$22,693.00	1	-	$ 8,500.00
Installation Labor	1	-	$24,896.00	1	-	$ 21,800.00
Materials Installation misc. parts	1		$25,488.00			*Included
Trenching		-	-	1	-	$ 640.00
Wireless Network option	1	-	$15,706.00	1	-	$42,875.00
PA System	1		*Included	1		$12,835.00
Onsite Strongbox option	1	-	$13,000.00	1	-	$ 39,875.00
Sign Installation	15	-	$3,334.00	15	-	$ 3,750.00
Training	1	-	$ 2,800.00	1	-	$ 7,800.00
***Installation Warranty 1 year**	-	-	*Included	-	-	*Included
****Equipment Warranty 3 years**	-	-	**Included	-	-	**Not Included
Total			**$161,167.00**			**$188,870.00**

A selection committee made up of representatives from Public Works, Transit Department, I.T. Department and Park City Police Department reviewed and ranked the proposals.

Proposals were ranked using the following criteria:

- quality of proposal,
- timeline including completion of project dates,
- operating strength
- experience providing services to other governmental agencies,
- nature and extent of any requested changes to a standard City contract
- overall cost

The selection committee unanimously recommended SimplexGrinnell's proposal for this contract.

The emergency call boxes and video surveillance camera system purchase is in the 2009 approved CIP budget and funds are held in account CP0220. Staff has secured a Federal Transit Administration grant that will fund 80% ($128,933.60) of this purchase local match of 20% ($32,233.40) will be met by donating the value of project land (no City funds are required).

Department Review:
The staff report was reviewed by Public Works Management Team, Legal Department, and Transit Operation Staff.

Alternatives:

A. Approve:
Authorize the City Manager to execute a Professional Service Agreement with SimplexGrinnell in the amount of $161,167 for the purchase of an integrated surveillance camera and emergency call box system. This is Staff's recommendation.

B. Deny:
Deny Staff's request. This could delay opening of the Park &Ride Lot (video surveillance system was required as a project component of the Conditional Use Permit (CUP) issued by Summit County.

C. Continue the Item:
Council could continue the item. Proposals expire on October 21, 2009. Any delay beyond that date would expose the city to risk the vendor would not honor its proposal. This is not Staff's recommendation.

D. Do Nothing:
Council could choose to do nothing at this time to prepare to open the Richardson Flat Park & Ride Lot. This is not Staff's recommendation.

Consequences of not taking the recommended action:
Seeking new proposals will require at least 45 days to complete the process. One risk of a new proposal is winter installation conditions will likely increase project costs.

Recommendation:
Authorize the City Manager to issue a Professional Service Agreement to Simplex Grinnell in the amount of $**161,167** for the purchase and installation of 6 emergency call boxes and a 15 video surveillance camera system. Price includes a 3 year warranty on equipment and a 1 year warranty on installation.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 10th day of September, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and SimplexGrinnel, ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **$ 161,167** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on October 31, 2009 or earlier, unless extended by mutual written agreement of the Parties.

3. **<u>COMPENSATION AND METHOD OF PAYMENT</u>.**

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. **<u>REPORTS AND INSPECTIONS</u>.**

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. <u>INSURANCE</u>.

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

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

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

B. Automobile Liability insurance with limits no less than five million dollars ($5,000,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence.

D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident $500,000 each accident;
Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. **NONDISCRIMINATION**.

A. The City is an equal opportunity employer.

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

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

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

12. **ASSIGNMENTS/SUBCONTRACTING**.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. <u>CHANGES</u>.

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

14. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. <u>POLITICAL ACTIVITY PROHIBITED</u>.

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

16. <u>PROHIBITED INTEREST</u>.

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

17. <u>MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS</u>.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. <u>TERMINATION</u>.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

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B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

____
Thomas B. Bakaly, City Manager

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER

Tax ID#:

____
Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

____
Notary Public

ADDENDUM "A"

SCOPE OF SERVICES

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Author: Craig Sanchez
Subject: Cross Country Concession
Date: September 17, 2009
Type of Item: Administrative

Summary Recommendation:
Enter into a five year contract, with an option for a 5 year extension in a form to be approved by the City Attorney with Jan's / White Pine Touring to provide a cross country ski venue at Park City Golf Club and McPolin Farm.

A. Topic:
Winter Cross Country skiing concession at the Park City Golf Club and McPolin Farm.

B. Background:

White Pine Touring has been involved in providing cross country skiing in the Park City area for 37 years. Since 1981 White Pine Touring has operated as the cross country concessionaire on the property of Park City Golf Club. In 2002 White Pine Touring merged with Jan's LTD. In 2009 the current 5 year (3 year with 2 year extension) contract With White Pine Touring expired. This summer Park City Golf Club put out a Request for Proposals for the cross country ski concession. Ads were placed locally; noticed on July 22nd and 25th in the Park Record. Jan's / White Pine Touring was the only proposal received.

Cross Country Grooming Services
In 1999 Park City and Park City Golf Club became involved in the grooming operation as part of a recommendation from the Cross Country Ski Sub-Committee of the Park, Recreation and Beatification Board. At the time White Pine was in need of a new snow cat but lacked the capital to invest in a new piece of equipment.

Financial support for the purchase of the golf course snow cat came from the Summit County Restaurant Tax Grant Program and Park City Golf Club. Following the acquisition of the snow cat, Park City entered into a supplemental agreement with White Pine for the Park City Golf Club staff to provide track grooming services as part of the lease. The supplemental agreement was set up to have White Pine pay for a set number of grooming hours per season which covered equipment depreciation, fuel, repairs and staff. The Park City Golf Club did this at cost and did not profit from the arrangement.

Over the past ten years the dynamics of the private/public partnership has changed. White Pine Touring became involved with Jan's LTD's as part of Jan's overall business plan. This was a turning point for White Pine to recommit to the grooming side of the operation. Since Jan's became involved White Pine has taken a larger roll in the grooming operation eliminating the need for the golf staff to provide grooming services.

<u>Cross Country Track Improvements</u>
Over the last ten years the City and golf club have made many improvements to cross country ski operation. These improvements have been financially paid for by the Summit County Restaurant Tax Grant program, Park City Golf Club and Park City Municipal Corporation. These improvements include:

- 1999 Purchased a new snow cat for reliable track grooming
- 2001 Created a link from the golf course to farm through the Richards parcel.
- 2002 Provided a new shop facility located at the Hotel including underground parking
- 2003 Purchased a Yurt for ski-rentals
- 2005 Purchased a Renovator & Ginzu Groomer for improved track grooming
- 2005 Installed culverts at the Farm to improve track conditions
- 2007 Provided light grading at the farm to improve track quality
- 2007 Major reconstruction of 14 tee box to accommodate the cross country ski track.

C. Analysis:

The proposed contract has 2 separate revenue components:

1: The seasonal rental of the retail space at the Park City Golf Club: This area totals 2175 square feet. It consists of 1350 square feet in the golf shop, 700 square feet in the Yurt, and a small office space of 125 square feet. Monthly rent would be as follows: The base rent would be $2500 for the 2009/10 season, rent would then increase annually using the CPI index as stated in the agreement.

Jans will also pay $854.17 per month that they occupy the space for HOA fees.

2: The seasonal rental of the golf course and McPolin Farm to set the cross country track. There is a 3K and 5K track set on the golf course. There is also a 14K course set on McPolin farm. This lease only applies to the cross country ski course marked by the golf course staff. Under the proposed agreement, Park City will receive six percent of gross track sales per month as additional rental. Pre-season track pass and season pass sales are included in the calculation of sales. In 2009 Park City Golf Club received $7,000 in revenue.

Track Grooming: In this latest RFP Park City requested that the applicant be responsible for all track grooming. Jans / White Pine did submit a proposal that stated that they will purchase a snow cat and groomer and they will be responsible for all grooming. Park City staff will advise where the track will be mapped out. Staff will work with Jans / White Pine to provide a logistical plan for storing of the snow cat.

Term of Lease: During my tenure Jans / White Pine has been the only application submitted for this concession. Jans / White Pine will also need to make a significant investment in a snow cat and groomer. Taking these points into consideration staff recommends entering into a long term contract of 5 years with an option for a 5 year extension.

Levels of service:
The proposal also touched on level of services to be provided. White Pine offers ski instruction, ski rentals, ski repairs, and ski and snowshoe guided tours. Annually they host local and regional cross country ski events. Occasional free clinics are also conducted during the week and on weekends. Hours of operation are 9-5, seven days a week, from November 15th to April 5th. These dates may vary due to weather conditions. White Pine offers about 200 pairs of skis for rental and demo purposes. They replace about one-third of their inventory annually.

Daily rates	Full Day	After 3 PM	10 day punch pass	
	$18.00	$10.00	$140.00	
Season Pass Rates	Jr. Full Season	Individual Full Season	Family Full Season	
	$50.00	$200.00-$225.00 **	$285.00-$375.00**	

***** Rates increase November 1st.

D. Department Review:

The City Manager's office, the Office of Budget, Debt, and Grants, Public Works Department, and the Recreation-Library Department have reviewed this report.

Alternatives:

A. Approve the Request:
Council could agree with staff recommendation.
B. Deny the Request:
Council could deny the request and have staff put out another Request for Proposal.
C. Continue the Item:
Council could continue the item and direct staff to provide further information at a future date.
D. Do Nothing:

This would have the same effect as alternative B.

Significant Impacts:
Cross Country Skiing adds breadth and depth to Park City's recreation offering which benefits local skiers and helps attract destination visitors. By continuing the relationship with White Pine Touring / Jan's LTD the city is getting a proven concessionaire with an extensive background in cross country skiing. By having White Pine Touring / Jan's LTD manage the facility, visitors and locals alike will have a positive experience at the facility, and will help to keep Park City at the forefront of world class destination resorts.

Recommendation:
Enter into a five year contract, with an option for a 5 year extension in a form to be approved by the City Attorney with Jan's / White Pine Touring to provide a cross country ski venue at Park City Golf Club and McPolin Farm.

EXHIBIT "A"

The eighteen (18) hole golf course known as the Park City Golf Club located in Park City, Summit County, Utah, and generally bounded by State Highway 224, Payday Drive, Thaynes Canyon Drive, Three Kings Drive, Silver King Drive, Empire Drive and Park Avenue. Together with the Golf Shop located at 1541 Thaynes Canyon Drive located in the building commonly known as Hotel Park City.

CONCESSION AGREEMENT FOR
Cross Country Skiing at the Park City Golf Club, and McPolin Farm

THIS AGREEMENT is made by and between the PARK CITY MUNICIPAL CORPORATION (City) and Jans Ltd. Utah corporation (Concessionaire) d.b.a. White Pine Touring, to set forth the terms and conditions under which concessionaire will operate a cross country skiing operation on certain property owned by the City in Park City, Utah. The parties agree as follows:

1. **PROPERTY**. The property affected by this Lease is Park City Golf Club Shop 1541 Thaynes Canyon Dr., Park City Golf Course, and McPolin Farm. (**See Exhibit A attached hereto**).

2. **TERM**. The Agreement shall consist of a five-year term. The term is to begin on **November 15, 2009** and terminate on **April 5, 2014**, unless terminated earlier as provided herein. At the end of this term there will be an option for a 5 year extension if agreed to by both parties. The property being leased is currently surplus municipal space, but may be required for municipal or other purposes by the City. City may terminate this agreement upon 30 days prior written notice to concessionaire if the space is required for municipal or other purposes. Upon termination by City, City will refund the rent on a pro rata basis.

3. **RENT.** The parties agree that rental shall be $2500 per month (hereinafter "Base Rent), $854.17 per month for Owner Association fees for the Hotel Park City Home Owners Association, and 6% of all track daily passes including season passes at seasons end.

   All checks shall be sent to Finance Department, Park City Municipal Corporation, P.O. Box 1480, Park City, Utah 84060 no later than the last day of every month that rent is due.

   A. Monthly Rental. The monthly rental for space shall be $2500 per month. This will be due by the last day of each month during the term of the Agreement. November and April will be prorated to equal amount of days in shop. This space will be th 1350 square feet of the golf shop ocated in the Hotel Park City building, the yurt (700 square feet) located on the property of Hotel Park City, and 125 square feet of office space located in the golf shop on the property of Hotel Park City. Concessionaire will be responsible for the take down, in the spring, and put up in the fall of the yurt. The concessionaire will be responsible for the storage of the yurt.

The rental proposal fee proposal shall apply to year one of the contract.
Each year following the proposer's rental fee proposal shall be adjusted using the formula detailed below which utilizes the Department of Labor, Bureau of Labor Statistics, Consumer Price Index ("CPI"), Code "SAS", "Services".

<u>Index Point Change</u> <u>Example</u>
CPI Index (Last available quarter for Current Year)
141.1
CPI Index (Last Available Quarter for Previous Year) <u>137.6</u>

Index Point Change
3.5

Index Percentage Change
Divided By CPI Index (Last Available Quarter for
3.5
Previous Year). 137.6
Change .0254

Original Contract Price	$1,000
Multiplied By	.0254
Contract Price Increase	$25.40

This space will be the 1350 square feet of the golf shop located in the Hotel Park City building, the yurt (700 square feet) located on the property of Hotel Park City, and 125 square feet of office space located in the golf shop on the property of Hotel Park City. White Pine Touring will be responsible for the take down, in the spring, and put up in the fall of the yurt. The concessionaire will be responsible for the storage of the yurt.

B. HOA costs. Concessionaire will pay a fixed amount for the HOA fees for the space each month. That fee will be $854.17 per month. The fee will be due by the last day fo each month during the term of the Agreement. November and April will be prorated to equal amount of days in shop.

C. Percentage fee. For each and every month during the Agreement term, Concessionaire shall pay 6% of gross track sales per month as additional rental. Gross track sales shall be calculated by the parties and payment remitted by June 15 of each annual rental period. Pre-season track pass sales, including season passes shall be included in the calculation of percentage rental and shall be remitted to the City with the Gross track sales records and financial statements.

D. "Gross Track Sales" as used herein is hereby defined to mean the total amount in dollars of all track passes and season pass sales, whether for cash, credit, or services. Gross track sales shall not include any sum collected for any sales, use or gross receipts tax imposed by any federal, state, municipal or other governmental authority directly on sales to customers and paid by Concessionaire to such governmental authorities.

E. <u>Grooming Operations:</u>

1) Track grooming is the responsibility of the Concessionaire. The City will require a minimum snow cover before any snow grooming or packing may commence.

They are as follows:

- 5K – 4 inches
- 3K – 12 inches
- Farm – 12 inches

The golf course property has limitation on where the cross track can be set.

- 5K - the track must be set in the rough and only (1) fairway crossing is allowed.
- 3K - the track must be set in the rough with a

maximum of (4) fairway crossing. The location of each fairway crossing must be approved by City staff.

- Farm property - has no routing restrictions.
- The City will approve the track layout prior to season opening and before track packing or setting can begin.

2) The Concessionaire will take full responsibility for any property damage that may occur during the ski season. Damage as a result of negligence or noncompliance of the guidelines stipulated in the Agreement will be the responsibility of the Concessionaire to repair or replace.

3) The Concessionaire has no authority to cut any branches or limbs from trees on the golf course or farm property without prior permission of the City.

4) Storage of grooming equipment is the sole responsibility of the Concessionaire. Limited space is available in the Golf Maintenance Facility located at 1800 Three Kings Drive which will accommodate a small snow cat groomer. If the Concessionaire is interested in utilizing the Golf Maintenance Facility for storage of grooming equipment, a separate fee structure, security plan and insurance indemnification must be submitted for approval by the City.

5) Summary of responsibilities -
Services provided by City are as follows:

- Inspect & approve track layout
- Monitor track layout throughout season.
- Roping off of all greens and tees.

Services provided by Concessionaire

- Grooming of cross country track
- Temporary bridge construction and removal
- Storage of equipment
- Track staking of full 22K of course.
- Taking full responsibility for any damage to the course.
- Garbage & litter control during ski season
- Patrol the cross-country ski track and assist patrons in the event of any ski track accidents

F. Financial Statements. No later than June 15 of each annual rental period, Concessionaire shall furnish City a written income statement certified by the Concessionaire's CPA on annual gross receipts.

7. **USE OF THE PREMISES**. The premises shall be used only for the purpose of cross country skiing, and associated retail and rentals.

8. REPORTS AND INSPECTIONS.

A. The Concessionaire, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Concessionaire shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Concessionaire's activities, which relate directly or indirectly, to this Agreement.

10. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

11. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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

12. <u>HOLD HARMLESS INDEMNIFICATION</u>.

A. The Concessionaire shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Concessionaire's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Concessionaire; and provided further, that nothing herein shall require the Concessionaire 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 Concessionaire expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Concessionaire would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

13. <u>INSURANCE</u>.

The Concessionaire 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 Concessionaire, their agents, representatives, employees, or subcontractors. The Concessionaire shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

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

B. Workers Compensation insurance limits written as follows:
   Bodily Injury by Accident $500,000 each accident;
   Bodily Injury by Disease $500,000 each employee, $500,000 policy limit.

C. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Concessionaire and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

D. The Concessionaire'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.

14. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City.

15. **COMPLIANCE WITH LAWS**.

A. The Concessionaire, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Concessionaire is required to have a valid Park City Business License.

B. The Concessionaire specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

16. **NONDISCRIMINATION**.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

17. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. The Concessionaire shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Concessionaire not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

18. <u>CHANGES</u>.

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

19. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

A. The Concessionaire shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Concessionaire shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Concessionaire agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

20. <u>POLITICAL ACTIVITY PROHIBITED</u>.

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

21. PROHIBITED INTEREST.

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

22. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Concessionaire is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

23. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (60) days written notice to the other party. If the Concessionaire has any property in its possession belonging to the City, the Concessionaire will account for the same, and dispose of it in a manner directed by the City.

B. If the Concessionaire fails to perform in the manner called for in this Agreement, or if the Concessionaire fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Concessionaire setting forth the manner in which the Concessionaire is in default.

24. NOTICE.

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

25. ATTORNEYS FEES AND COSTS.

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

26. <u>JURISDICTION AND VENUE</u>.

A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

27. <u>SEVERABILITY</u>.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

28. <u>ENTIRE AGREEMENT</u>.

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

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

PARK CITY 1884

City Council Staff Report

Author: Todd Touchard
Subject: PROMONTORY RAW WATERLINE CONSTRUCTION CONTRACT AMENDMENT 1
Date: September 17, 2009
Type of Item: Administrative

PUBLIC WORKS

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute a Construction Agreement Amendment, in a form approved by the City Attorney, with Counterpoint Construction for the construction of the Promontory Raw Waterline for a lump sum amount of $288,195.

Description:
Water Strategic Plan Topic: Infrastructure, Strategy/Policy: Implement Capital Facilities Plan

Topic:
Promontory Raw Waterline

Background:
This summer Council authorized the City Manager to execute the Construction Agreement with Counterpoint Construction to construct the Promontory segment of the raw waterline. The Promontory segment consists of 11,700 lf of 22-inch ID High Density Poly Ethylene (HDPE) pipe and includes valves, pigging pits (pipe cleaning), and a meter vault for $1,147,569. The bid summary is below (**Table 1**):

Table 1. Bid Summary

Contractor	Total 22" ID Bid
Engineer's Estimate	$2,143,636.00
Counterpoint Construction	**$1,147,569.00**
Condie Construction	$1,427,366.83
MVC Construction	$1,438,164.16
Silver Spur Construction	$1,445,358.50
Extreme Excavating	$1,601,050.00
HOG Excavating	$1,778,233.96
Ames Construction	$1,794,912.50

Contractors were provided geotechnical reports for the basis of bidding the excavation and clear/grubbing work. For the pipe excavations, contractors were to use a rock saw, which is a specialized trenching machine for excavating bedrock. Rock saws have been used in the Promontory Subdivision on other utility projects, and have reportedly created great pipe bedding material and the easiest way to excavate through the bedrock. Promontory no longer allows the blasting of bedrock.

The soils investigation for this alignment was performed by two geotechnical consulting firms. The preliminary design engineer contracted with Applied Geotechnical Engineering Consultants (AGEC) and the design engineer contracted with Geostrata Engineering and Geosciences (GeoStrata) to provide additional soils information on areas not previously investigated.

The AGEC report dated September 6, 2006 stated that in the test pits they encountered bedrock consisting of volcanic breccia which is hard to very hard. The GeoStrata Geotechnical Report dated December 3, 2008, stated that shallow bedrock was encountered between Saddle Hill and Saddle Hill Ponds between 2 to 3.5 feet below existing site grade. Both consultants used rubber tire backhoes to excavate test pits.
A summary of the depths to bedrock along the pipeline alignment are shown in **Table 2**.

Table 2. Geotechnical Report Data. Depths to Bedrock

Geotechnical Report	Test pit/Borehole	Depth to Bedrock
Geostrata	TP-2a	2-feet
	TP-2b	2-feet
	TP-2c	3-feet
AGEC	TP-1	4-feet
	TP-2	3-feet
	TP-3	1-feet
	TP-4	2-feet
	TP-5	1-feet

As site grubbing and clearing operation progressed, unforeseen site soil conditions were identified. Shallow bedrock was not encountered as expected. The Contractor excavated test pits along the alignment and identified boulders, with a mixture of sand and gravels (see attached pictures) along the majority of the alignment.

The contract documents were based on 88% of the alignment requiring bedrock excavation; contractor test pits identified approximately 35%. Large boulders near the surface along a section of the alignment (approximately 1,200lf) were also encountered that were not expected.

Analysis:

In the Construction Contract, the Contractor was expected to use a rock saw for 8,936 lf of trench. This was expected to eliminate the need to import pipe bedding material. The bedding material surrounds the pipe and insulates the pipe from sharp rocks that will cause future leaks. Because the native soils are not acceptable for pipe bedding, the Contractor will have to import material. The net cost of importing and placing this material is $239,445. The description and cost of this work is attached (Change Order #1).

The Contractor worked for weeks clearing and grubbing the site due to large surface boulders. The additional cost for this work is $48,750. The description and cost of this work is attached (Change Order #2).

The costs for providing the additional work was compared to standard labor and equipment rates, current pipe bedding pit rates, hauling rates, placement costs, and other projects. It was determined by the Staff, Engineer, and independent reviewers that the proposed change order costs are fair.

Department Review:

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

Alternatives:

A. Approve the Request:

Staff recommends Council authorize the City Manager to execute a Construction Agreement Amendment, in a form approved by the City Attorney, with Counterpoint Construction for the construction of the Promontory Raw Waterline for a lump sum amount of **$288,195**.

B. Deny the Request:

Council could deny Staff's request. Denying the request would delay the much-needed additional capacity.

C. Continue the Item:

Council could continue the request. Continuing the request would delay and potentially add costs to the project.

D. Do Nothing:

Staff does not recommend this alternative. Doing nothing would also delay and potentially add costs to the project.

Significant Impacts:

The installation of the raw waterline is critical to the operation of the treatment plant and delivery of culinary water to meet demands. The original Engineer's Estimate for the construction of the Promontory Segment was $2.37M and is the budgeted amount. Therefore, there is money in the budget to cover the change order.

Recommendation:
Staff recommends Council authorize the City Manager to execute a Construction Agreement Amendment, in a form approved by the City Attorney, with Counterpoint Construction for the construction of the Promontory Raw Waterline for a lump sum amount of **$288,195**.

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION CONSTRUCTION AGREEMENT

THIS FIRST ADDENDUM is made and entered into in duplicate this ____ day of ________________, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Counterpoint Construction., ("Contractor") to amend the Construction Agreement signed and executed by the Parties on May 21, 2009.

WITNESSETH:

WHEREAS, the parties entered into a Construction Agreement on May 21, 2009 (hereinafter "Original Agreement"); and

WHEREAS, both parties to the Original Agreement desire to amend the Original Agreement to include additional scope, fees and time to complete additional work to those described in the Scope of Services in the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time for such performance.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **INCREASE of $288,195.** Park City shall pay Contractor for services in an amount not to exceed $1,435,764, which is an increase to the Original Agreement for additional scope of work. The amended Scope of Services is attached hereto as Exhibit A.

2. **OTHER TERMS**. All other terms and conditions of the Original Agreement shall continue in full force and effect and shall not be affected by this First Addendum.

3. **ENTIRE AGREEMENT**. This First Addendum is a written instrument pursuant to Paragraph 28 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by both parties.

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

____
Thomas B. Bakaly, City Manager

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Tom Daley, City Attorney

CONTRACTOR
Counterpoint Construction Co., Inc.
1598 North Hillfield Road, Ste. A
Layton, UT 84041

____
Signator, Title

STATE OF UTAH)
) ss.
COUNTY OF _________________)

On this ____ day of __________________, 2009, personally appeared before me ________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the ________________________ (title) of _______________________, Inc. by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

____
Notary Public:

Exhibit A: CHANGE ORDER NUMBER 1

Project Name:	PCMC – Phase 1 Raw Water Line Promontory	Stantec Project #	186200851
Contractor:	Counterpoint Construction	Contractor Project #	
Owner:	Park City Municipal Corp.	Owner Project #	22011
Location:	Park City	Page	1 of 2

Stantec

The following are changes to the contract for this project and are to be carried out as per the Contract Documents except as specifically noted otherwise. You are hereby authorized to proceed with the following work:

Description:

Revise Lineal footage of item 6.16 Trench Excavation - Common from 1,400 lf to 8,134 lineal feet. Unit price to remain the same. Line Item increase of $15,354.00

Decrease item 6.17 Trench Excavation - Rock quantity from 10,360 lineal feet to 4,204 lineal feet. Increase cost from $12.42 per lineal foot to $26 per lineal foot. Line Item decrease of -$19,367.00

Modify Item 6.18 Import Roadbase Bedding and Bike Trail from 300 cubic yards at $52 per cubic yard to a per lineal foot basis, 12,010 lineal feet at a unit rate of $21.59 per lineal foot. The unit price will include furnishing and installing the import material in the pipe zone only. The unit price per lineal foot no longer includes material for the Bike Trail. Line Item increase of $243,458.00

Justification:

Upon excavation of the site it was determined that the subsurface conditions of the Site differ significantly from that shown in the geotechnical reports. The technical data indicated that the subsurface conditions would be fractured bedrock that could be excavated using rock excavation methods. Test pits along the alignment show the site has approximately 35 percent rock excavation, mostly large boulders and not fractured bedrock conditions. The rock excavation unit price has been revised to reflect the decrease in the rock excavation quantity and the increase in excavation difficulty. The excavated material will not be acceptable for use as backfill in the pipe zone. The pipe zone material will be required to be imported. The import backfill material can be a “flowable” rock chip material for the transmission line. The use of a “flowable” material will reduce the need to compact the haunches around the pipe and will reduce the minimum required trench width, see Engineering Clarification No. 1. The reduction in trench width has reduced the quantity of required import material. The excavated material will be wasted on site and will not require export.

Net Change in Contract Price: (including all direct, indirect and impact costs)	Increase	$239,445.00
	Decrease	
	Previous Contract Sum	$1,147,569.00
	Revised Contract Sum	$1,387,014.00

Revised: 2007-10-25
C:\temp0\StaffRpt Const Contract Promontory Raw Waterline Amendment 1 (2).doc

There shall be no time adjustment to the contract completion date.

The completion date shall be September 28, 2009

Issued by:	Fred Duberow		
	Print Name	Signature (Consultant)	Date
Approved by:	Kathy Lundborg		
	Print Name	Signature (Owner)	Date
Approved by:			
	Print Name	Signature (Owner)	Date
Approved by:	Kelly Penrod		
	Print Name	Signature (Contractor)	Date

Copies to: **Andy Armstrong, Mountain Regional Water Special Service District**
Todd Tounchard, Park City Municipal Corp.
Kelly Penrod, Counterpoint Construction
Fred Duberow, Stantec Consulting

EXHIBIT A: CHANGE ORDER NUMBER 2

Project Name:	PCMC – Phase 1 Raw Water Line Promontory	Stantec Project #	186200851
Contractor:	Counterpoint Construction	Contractor Project #	
Owner:	Park City Municipal Corp.	Owner Project #	22011
Location:	Park City	Page	1 of 2

Stantec

The following are changes to the contract for this project and are to be carried out as per the Contract Documents except as specifically noted otherwise. You are hereby authorized to proceed with the following work:

Description:

Increase Lump Sum Line Item 7.5 Strip and Save Topsoil by $48,750.00

Justification:

Upon excavation of the site it was determined that the subsurface condition of the Site differs significantly from that shown in the geotechnical reports. The technical data indicated that the subsurface conditions would be soil for the first two feet with a small quantity of small boulders. Upon Clearing and Grubbing the site had a large quantity of large boulders (greater than 2' in diameter). The Clearing and Grubbing of the alignment was significantly more work than reflected in the bid. Approximately four (4) additional equipment operators for 15 days totaling approximately 600 hours were required to complete the Clearing and Grubbing operations. Upon completion of the pipe line trenching and backfill work, the side slopes will be sloped back to a slope of 2 horizontal to 1 vertical and then hydroseeded, no erosion control mats will be required. No exporting of material will be required. Excess material shall be wasted on site. An 8' wide trail will be left in the approximate center of the pipeline alignment. Areas that are wider than the 8' wide trail shall be reseeded.

Net Change in Contract Price: (including all direct, indirect and impact costs)	Increase	$48,750.00
	Decrease	
	Previous Contract Sum	$1,387,014.00
	Revised Contract Sum	$1,435,764.00

There shall be no time adjustment to the contract completion date.

The completion date shall be September 28, 2009

Issued by:	Fred Duberow		
	Print Name	Signature (Consultant)	Date
Approved by:			
	Print Name	Signature (Owner)	Date
Approved by:			
	Print Name	Signature (Owner)	Date
Approved by:	Kelly Penrod		
	Print Name	Signature (Contractor)	Date

Copies to: **Andy Armstrong, Mountain Regional Water Special Service District**
Todd Tounchard, Park City Municipal Corp.
Kelly Penrod, Counterpoint Construction
Fred Duberow, Stantec Consulting

Pipeline test pit excavation pictures.

Pipeline test pit excavation pictures.

City Council
Staff Report

Subject:	**Quinn's Water Treatment Subdivision**
Author:	**Kirsten A. Whetstone, AICP**
Date:	**September 17, 2009**
Type of Item:	**Administrative – Subdivision**

PARK CITY
1884
PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Quinn's Water Treatment Subdivision located at 3800 Richardson Flat Road, and consider approving the subdivision platl based on the findings of fact, conclusions of law and conditions of approval in the draft ordinance.

Topic

Applicant:	Park City Municipal Corporation
Location:	3800 Richardson Flat Road
Zoning:	Recreation Open Space (ROS) and Entry Corridor Protection Overlay Zone (ECPO)
Adjacent Land Uses:	Highway 248, Rail Trail, open space, agriculture, vacant parcels, and proposed Park City Heights annexation

Background

On July 1, 2009, the City Planning Department received a complete application to create three legal lots of record from a 17.382 acre metes and bounds parcel identified on the County Assessor's maps as Parcel PCA 9-95-N-X. The property was annexed into Park City with the Wortley Annexation on June 18, 1984 and was zoned into the Recreation Open Space (ROS) district. Park City Municipal Corporation is the fee title owner of the property. The property was not purchased with open space revenues and is not further restricted .

The proposed subdivision application creates three lots of record. Lot 1, consisting of 4.168 acres, is located closest to Richardsons Flat Road and is currently the site of the City's snow storage facility. Lot 1 is also adjacent to and north of the State of Utah Rail Trail property and is the proposed site of the Quinn's Water Treatment facility. Lot 1 has frontage on the SR 248; however, no access directly to SR 248 is proposed. Access to Lot 1 is from Richardson Flat Road via an encroachment permit across UDOT property. A 20' wide sanitary sewer easement containing an existing SBWRD sewer main, traverses the entire length of Lot 1. This is an existing easement recorded at Summit County on June 24, 1985 as Entry No. 235713 in Book 346 at page 130.

Lot 2, consisting of 4.437 acres is a long, relatively narrow vacant lot located between State Road (SR) 248 and the Rail Trail. Lot 2 has frontage on the SR 248; however, no access directly to SR 248 is proposed.. Access to Lot 2 will be by a cross access easement from Lot 1. A 20' wide sanitary sewer easement containing an existing SBWRD sewer main, traverses the entire length of Lot 2. This is an existing easement recorded at Summit County on June 24, 1985 as Entry No. 235713 in Book 346 at page 130.

Lot 3, consisting of 8.777 acres is located south of the RailTrail property. Access to Lot 3 is by an existing dirt road/trail from the PC Heights property to the east. This road is identified on the Alta Survey as the "wagon road to Kamas." Lot 3 has no utility improvements and is designated as an open space Lot.

Analysis

The proposed subdivision creates three lots of record that are consistent with the Lot and Site Requirements of the Recreation Open Space (ROS) zone. No non-conforming conditions are created by the subdivision.

ROS Zone	**Permitted**	**Existing**
Height	28' (+5' for pitched roof)	No existing buildings.
Height in ECPO (unless granted additional height by the Planning Commission during review of the Master Planned Development)	20' within 100' to 150' of SR 248 25' between 150' and 200' of SR 248 28' greater than 200' of SF 248	No exisiting buildings
Lot Size	No minimum lot size	Lot 1 is 4.168 acres, Lot 2 is 4.437, and Lot 3 is 8.777 acres
Front setback	25' 100' within ECPO	No existing buildings
Rear setback	25'	No existing buildings
Side setbacks	25'	No existing buildings
Parking	Determined by the use	No formal parking exists, however part of Lot 1 is paved and used for snow storage in winter.

Staff finds this subdivision complies with 15-7.3 of the Land Management Code as it creates three legal lots of record from a metes and bounds parcel, memorializes an important sewer easement, provides alternative access to Lots 1 and 2 from Richardson Flat Road as opposed to SR 248, and designates 8.56 acres for open space uses and trails that do not require utilities.

General Subdivision Requirements

- **(A) Subdivision Name-** The proposed subdivision name does not duplicate or closely approximate the name of another Subdivision in the area. There are no named streets.
- **(B) Monuments-** As a condition of approval the applicant will place monumentation

as required by the LMC.

(C) Limits of Disturbance- A site plan has been submitted with the Conditional Use permit that identifies the limits of disturbance, protection of existing vegetation and wetlands, and re-vegetation of disturbed areas.

(D) Ridgeline Development- Not applicable as there are no ridgelines on the property.

(E) Open Space- Lots 2 and 3 are designated as open space and the site plan submitted with the CUP identifies 68% of Lot 1 as open space.

(F) Roads and Utility Lines- There are no roads proposed. There is an existing sewer main traversing the property. New water lines will be designed to minimize disturbance of existing vegetation and re-vegetation and/or remediation of disturbed areas is a condition of final utility plan approval.

(G) Drainage Ways- Existing natural drainage ways will be maintained.

(H) Soils Conditions- A soils conditions report shall be submitted prior to issuance of any building permits and shall be reviewed by the City Engineer and Building Official prior to issuance of an excavation permit.

(I) Trails and Sidewalks- No trails or sidewalks are proposed. The site is accessed via an driveway across UDOT property from Richardson Flat Road. There is a dirt road south of the Rail Trail utilized as an alternative trail. The Rail Trail and connector trails are located in close proximity to the entry way.

(J) Limits of Disturbance/Building Pad locations- No building pads are proposed to be platted with this subdivision. The Master Planned Development submitted for Lot 1 requires a minimum of 60% open space. The area of Lot 1 proposed to be disturbed by construction of the water treatment plant, does not contain existing significant vegetation.

(K) Top Soil Preservation and Final Grading- Staff recommends a condition of approval that all applicable requirements of the LMC and Prospector Soils Ordinance for top soil preservation and final grading shall be completed prior to issuance of a certificate of occupancy.

(L) Architectural Standards- Architecture is reviewed for compliance with the City's Design Guidelines during the MPD/CUP review.

(M) Water Bodies and Water Courses- Standard is not applicable as this is not a residential subdivision where the water body is required to be incorporated into the lots so as to not burden the City with responsibility of the water body.

(N) Fire Sprinkling- A note will be placed on the plat requiring all construction to comply with the International Building Code requirements for fire sprinklers.

Non-Residential Subdivisions-

(A) General- A non residential subdivision is subject to all of the requirements of Section 15-7.3-2, as well as additional standards as required by the Planning Commission and shall conform to the General Plan, Streets Master Plan, Land Management Code, and <u>the Park City Design Standards, Construction Specifications, and Standard Drawings.</u>

(B) Standards- Street, parcel, block pattern proposed is adapted to the uses anticipated and other uses in the vicinity are taken into account in the layout of the lots.

(1) The proposed parcels are suitable in Area and dimension for the anticipated use.
(2) Streets are adequate to accommodate the type and volume of traffic anticipated by the proposed use.
(3) No streets, curbs, gutters, or sidewalks are proposed.
(4) Special requirements for a storm water detention pond are required due to the adjacent wetlands.
(5) There are no immediately adjacent residential uses.

Department Review
This project has gone through an interdepartmental review. There was considerable discussion regarding Lot 3 and whether it should be included in the subdivision or not, due to it being physically separated from the rest of the parcel, yet included in the legal description of the metes and bounds parcel. The LMC requires "all contiguous holdings" unless waived by the Planning Department and Commission. On the other hand, SBWRD policies and practice do not allow lots to be created that do not have improved utilities, or at least an escrow set up to provide necessary improvements in the future. Exceptions are made for lots designated as open space at the time of plat recordation. Lots 2 and 3 are designated as open space lots. No further issues were brought up at that time.

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

Public Input
Staff has not received input from adjacent property owners regarding this application. No public input was received at the Planning Commission hearing regarding the subdivision plat.

Future Process
The approval of this subdivision application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. Master planned development and conditional use permit applications for the Quinn's Water Treatment plant were submitted with this subdivision for concurrent review by the Planning Commission.

Alternatives
- The City Council may approve the Quinn's Water Treatment subdivision as conditioned or amended, or
- The City Council may deny the Quinn's Water Treatment subdivision and direct staff to make Findings for this decision, or
- The City Council may continue discussion on the Quinn's Water Treatment subdivision to a date certain or uncertain.

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

Consequences of not taking the Suggested Recommendation
The property would remain a metes and bounds parcel and a separate lot of record would not be created for the proposed Quinn's Water Treatment facility.

Recommendation
Staff recommends the City Council conduct a public hearing for the Quinn's Water Treatment subdivision, consider any input, and consider approving the subdivision plat based on the findings of fact, conclusions of law and conditions of approval found in the draft ordinance.

Exhibits
Ordinance
Exhibit A- Proposed subdivision plat
Exhibit B- Boundary Survey
Exhibit C- Aerial photo of property and surrounding area

Ordinance No. 09-

AN ORDINANCE APPROVING THE QUINN'S WATER TREATMENT SUBDIVISION LOCATED AT 3800 RICHARDSON FLAT ROAD, PARK CITY, UTAH.

WHEREAS, the owners of the property known as parcel PCA-9-95-N-X, located at 3800 Richardson Flat Road, have petitioned the City Council for approval of the Quinn's Water Treatment subdivision; and

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code of Park City; and

WHEREAS, the Planning Commission held a public hearing on August 26, 2009, to receive input on the Quinn's Water Treatment subdivision; and

WHEREAS, the Planning Commission, on August 26, 2009, forwarded a positive recommendation to the City Council; and

WHEREAS, on September 17, 2009, the City Council held a public hearing on the Quinn's Water Treatment subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Quinn's Water Treatment subdivision.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Quinn's Water Treatment subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:
1. The property is located at 3800 Richardson Flat Road.
2. The property was annexed into Park City with the Wortley Annexation on June 18, 1984 and was zoned into the Recreation Open Space (ROS) district. Park City Municipal Corporation is the fee title owner of the property. The property was not purchased with open space revenues and is not further restricted, except as restricted by the Land Managment Code and other associated codes.
3. A portion of Lots 1 and 2 are located within the Entry Corridor Protection Overlay zone (ECPO).
4. The proposed subdivision application creates three lots of record. Lot 1, consists of 4.168 acres and is currently used by the Public Works department for snow storage.

Lot 2 consists of 4.437 acres and is a long, relatively narrow vacant lot located between State Road (SR) 248 and the Rail Trail. Lot 3 consists of 8.777 acres and is located south of the RailTrail property and used for open space and trails.

5. Lots 1 and 2 have frontage on SR 248 however no access directly to SR 248 is proposed. Access to Lot 1 is from Richardson Flat Road via an encroachment permit across UDOT property. Access to Lot 2 is by a cross access easement from Lot 1. Lot 3 has existing access to adjacent property to the east via an existing dirt road. This dirt road is part of the City's trail system.
6. A 20' wide sanitary sewer easement containing an existing SBWRD sewer main, traverses the entire length of Lots 1 and 2.
7. A legal lot of record is required for construction of a water treatment plant facility on a portion of the existing 17.07 acre metes and bounds parcel.
8. Lot 3 is designated on the plat as an open space lot with uses as allowed per the ROS zoning district, provided these uses don't require utilities, such as sewer and water.
9. The findings in the Analysis section are incorporated herein.

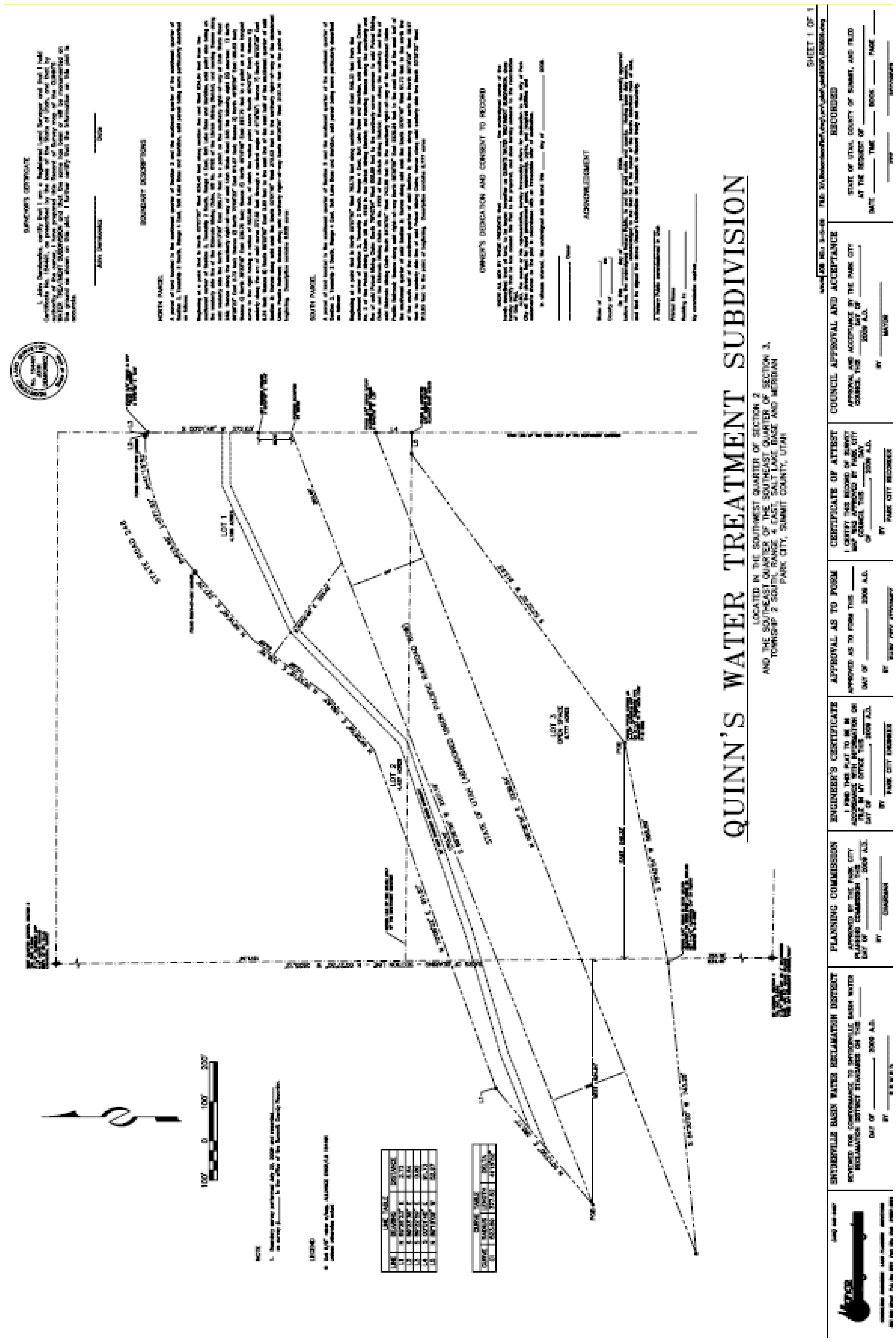
<u>Conclusions of Law:</u>

1. The subdivision complies with LMC 15-7.3 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.

<u>Conditions of Approval:</u>

1. 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.
2. 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 for the plat will be void.
3. A note shall be added to the plat requiring compliance with fire sprinkler requirements of the International Building Code applicable at the time of building permit submission, for all new construction.
4. A soils conditions report shall be submitted prior to issuance of any building permits and shall be reviewed by the City Engineer.
5. All applicable requirements of the LMC and Prospector Soils Ordinance for top soil preservation and final grading shall be completed prior to issuance of a certificate of occupancy for all new construction on these lots.
6. Monumentation shall be placed on the property corners prior as required by the Land Management Code or as otherwise approved by the City Engineer.

<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.


QUINN'S WATER TREATMENT SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2
AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH
STATE ROAD 248
LOT 1
LOT 2
LOT 3
OPEN SPACE
SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTIONS
OWNER'S DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGEMENT
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
PLANNING COMMISSION
ENGINEER'S CERTIFICATE
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED
SHEET 1 OF 1

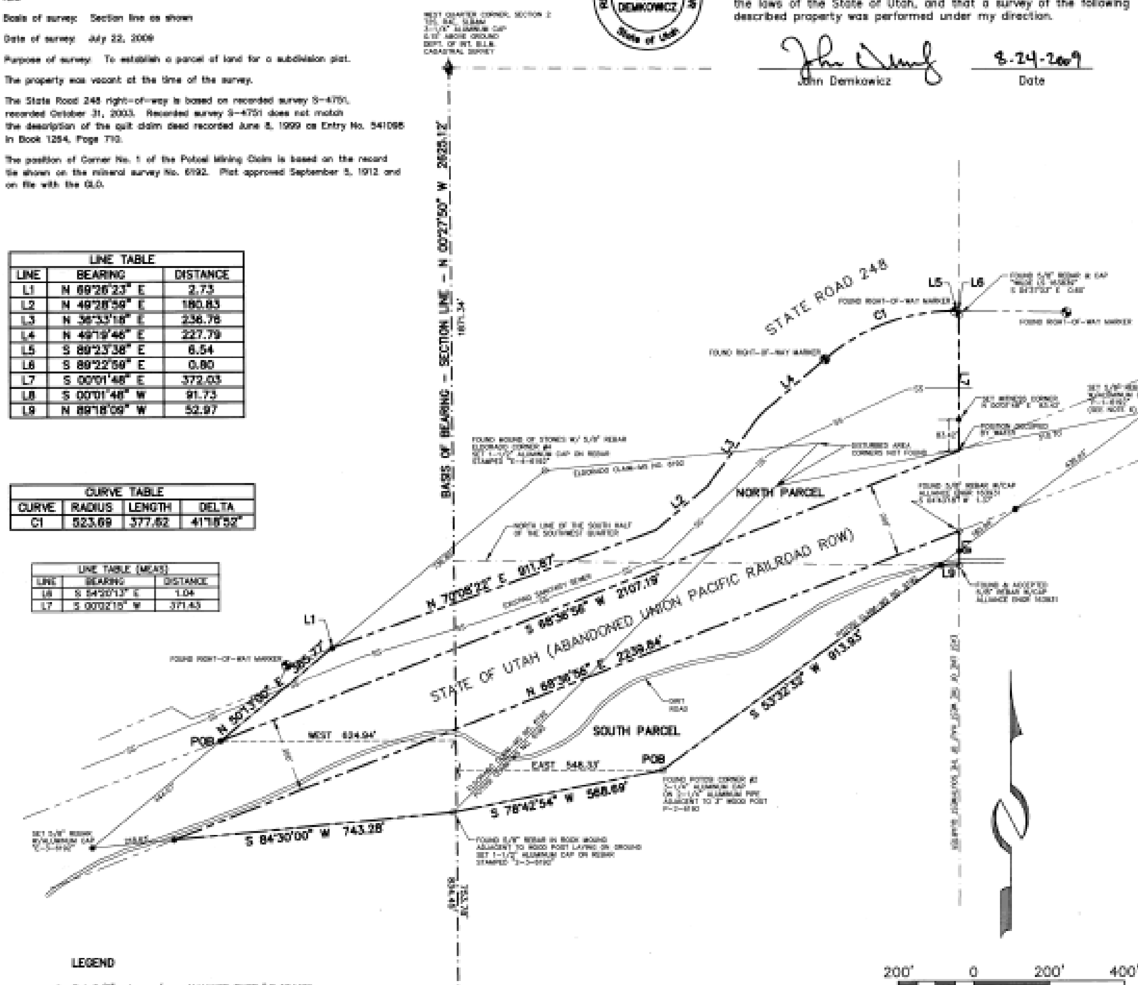
NOTES

1. Basis of survey: Section line as shown
2. Date of survey: July 22, 2009
3. Purpose of survey: To establish a parcel of land for a subdivision plat.
4. The property was vacant at the time of the survey.
5. The State Road 248 right-of-way is based on recorded survey S-4751, recorded October 31, 2003. Recorded survey S-4751 does not match the description of the quit claim deed recorded June 8, 1999 as Entry No. 541098 in Book 1264, Page 710.
6. The position of Corner No. 1 of the Potosi Mining Claim is based on the record tie shown on the mineral survey No. 6192. Plat approved September 5, 1912 and on file with the GLO.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°26'23" E	2.73
L2	N 49°28'59" E	180.83
L3	N 36°33'18" E	236.76
L4	N 49°19'46" E	227.79
L5	S 89°23'38" E	6.54
L6	S 89°22'59" E	0.80
L7	S 00°01'48" E	372.03
L8	S 00°01'48" W	91.73
L9	N 89°18'09" W	52.97

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	523.69	377.62	41°18'52"

LINE TABLE (MEAS)		
LINE	BEARING	DISTANCE
L6	S 54°20'13" E	1.04
L7	S 00°32'15" W	371.43



LEGEND

- Set 5/8" rebar w/cap, ALLIANCE ENGR/LS 154491 unless otherwise noted

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that a survey of the following described property was performed under my direction.

John Demkowicz 8-24-2009

John Demkowicz — Date

DEED DESCRIPTION

NORTH PARCEL

Part of the Southwest quarter of Section 2 and part of the Southeast quarter of Section 3, all in Township 2 South, Range 4 East, Salt Lake Base and Meridian, in Summit County, Utah, being more particularly described as follows:

[illegible]

LESS & EXCEPTING [illegible]

[illegible]

ALSO LESS & EXCEPTING [illegible]

SOUTH PARCEL

[illegible]

SURVEY DESCRIPTION

NORTH PARCEL

A parcel of land located in the southwest quarter of Section 2 and the southeast quarter of the southeast quarter of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

[illegible]

SOUTH PARCEL

A parcel of land located in the southwest quarter of Section 2 and the southeast quarter of the southeast quarter of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

[illegible]

(435) 649-9467

Alliance Engineering Inc

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: JOHN DEMKOWICZ, MARTY MORRISON, MARSHALL KING

REVISED: 8/24/09

DATE: 8/3/09

BOUNDARY SURVEY
PARCEL PCA-9-95-N-X

FOR: PARK CITY MUNICIPAL CORPORATION

JOB NO.: 3-5-09

FILE: X:\RichardsonFlat\dwg\srv\srvy2009\030509.dwg

SHEET 1 OF 1

ı Flat Road, Quinn's Water Treatment Plant – Conditional Use Permit and Master Planned Development

City Council Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject:	**Deer Crest Hotel amended and restated condominium record of survey plat**
Author:	**Kirsten A Whetstone, AICP**
Date:	**September 17, 2009**
Type of Item:	**Administrative – Amendment to Condominium Record of Survey**

Summary Recommendations

Staff recommends the City Council conduct a public hearing for an amended record of survey plat for the St. Regis Hotel, known as the First Amended and Restated Deer Crest Roosevelt Gap Resort, Deer Crest Roosevelt Gap Residences Condominium Project and Deer Crest Roosevelt Gap Condo Suites Condominium Project record of survey plat, consider input and consider approving the plat amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant:	Deer Crest Janna, LLC
Location:	2300 Deer Valley Drive East
Zoning:	Residential Development and Resort Commercial as part of the Deer Crest Settlement Agreement/Master Planned Development (RD-MPD and RC-MPD)
Adjacent Land Uses:	Residential condominiums and Deer Valley Ski resort at Snow Park, open space, and single family residential at Deer Crest Estates and Snow Top subdivision
Reason for Review:	Amendments to records of survey require Planning Commission review and City Council approval

Background

On June 8, 2009, a complete application was submitted to the Planning Department requesting approval of an amended and restated condominium record of survey plat for the Deer Crest Roosevelt Gap Condominium project (aka Deer Crest Hotel Conditional Use Permit, aka St. Regis Hotel) (Exhibit A). The subject property at 2300 Deer Valley Drive consists of the Roosevelt Gap and Snow Park parcels of the 1995 Deer Crest Settlement Agreement (Exhibit B).

In 1998, Park City annexed the Roosevelt Gap portion of this property as part of the Deer Crest Annexation. On February 28, 2001 a conditional use permit for a hotel development, known as the Rosewood CUP, was approved for this property. The conditional use permit, now known as the Deer Crest Hotel CUP, was amended on July 25, 2001; March 24, 2004; May 11, 2005; and April 22, 2009. The most recent amendment revised a condition of approval to allow a certificate of occupancy with surface parking at Snow Park. When the Snow Park condominium buildings are constructed parking garages will be provided. The hotel is being developed as the St. Regis Resort at Deer Crest.

A subdivision plat, known as the amended Roosevelt Gap Subdivision, designated Lots 2 and 4 as development parcels for the Deer Crest Hotel CUP with Lots 1 and 3 and Lots 5-7 designated as open space parcels. The amended subdivision plat, recorded on May 16, 2005, also identifies various access, trail, ski runs, and utility easements, as well as portions of Lot 4 as platted recreation open space.

The property is subject to the 1995 Deer Crest Settlement Agreement, as amended. The Deer Crest Settlement Agreement sets forth the types and locations of land uses, maximum densities, building heights, phasing of development, circulation, open space, as well as many specific development conditions for each parcel. The Deer Crest Hotel conditional use permit sets forth further conditions regarding development of the Deer Crest Hotel condominium project.

On May 26, 2005, a condominium record of survey plat entitled the Deer Crest Roosevelt Gap Resort- Deer Crest Roosevelt Gap Residences Condominium Project and Deer Crest Roosevelt Gap Condo Suites Condominium Project record of survey plat was approved by the City Council and recorded at both Summit and Wasatch Counties on November 21, 2005. The condominium record of survey plat identifies private, limited common and common areas within the project.

On August 26, 2009, the Planning Commission conducted a public hearing and forwarded to City Council a positive recommendation on the record of survey plat. No public input was received at the hearing.

Analysis

The proposed amended and restated condominium record of survey plat correctly identifies the required ADA units, plats the 2 deed restricted affordable units at Snow Park, reflects the as- built condition of the units (including the combination of units 901 and 902 and units 906 and 908), and correctly identifies the future expandable areas. Recordation of an amended condominium record of survey plat enables the owner to sell accurately surveyed and described individual condominium units. The proposed amendments are summarized below (see Exhibits C, D, and E).

- Each Roosevelt Gap Condo Suites unit (units 101-733) decreased in floor area (decrease ranged from 29 sf to 101 sf) for a total decrease in floor area of 4,506 sf.
- Residence units 901 and 902 were combined into one 4,855 sf unit.
- Residence units 906 and 908 were combined into one 5,934 sf unit.
- Residence units 1007 and 1008 switched numbers with unit 1007 increasing in floor area by 1,501 sf and unit 1008 decreasing in floor area by 1,693 sf.

- Eighteen residence units decreased in floor area and eight units increased in floor area for a total decrease in floor area by 260 sf.
- Total decrease in floor area for Roosevelt Gap condominiums and residence units is 4,766 sf. The amended plat identifies 96.44 residential UE at Roosevelt Gap. This is 3.06 UE less than the 99.5 UE identified on the 2005 record of survey plat.
- Snow Park condominium unit 3A (the only market unit currently platted at Snow Park) increased in floor area from 1,463 sf to 1,879 sf (a 416 sf increase) and utilizes 0.94 UE. The 2 affordable deed restricted units constructed at Snow Park are included in the amended record of survey plat as non-condominium area.
- The remaining units to be constructed at Snow Park, including the associated parking, are identified as expandable area for phases 2 and 3 of the St. Regis Resort development, consistent with the amended Conditional Use permit. The CUP allowed a total of 130 UE between the Roosevelt Gap and Snow Park parcels, consistent with the Deer Crest Settlement Agreement.
- Twelve ADA units are identified on the plat as required by the Chief Building Official.
- Total parking area for Roosevelt Gap decreased from 59,000 sf identified in the 2005 record of survey to 50,467 sf as currently constructed. The total number of parking spaces located within the Roosevelt Gap structure is 141 spaces, of which 5 are tandem spaces and 136 are code compliant. The remainder of the code required parking is located at Snow Park. Parking is consistent with the CUP approval.
- Support commercial space is decreased from 19,694 sf to 19,481 sf consistent with the 5% allowable (20,829 sf). Meeting space is reduced from 6,090 sf to 6,062 sf consistent with the 5% allowable (20,829 sf).

Staff finds good cause for this record of survey plat amendment as it reflects the as-built configuration of units, correctly identifies the ADA and affordable housing units, and is consistent with the Deer Crest CUP (St Regis Hotel) approvals.

Department Review
This project has gone through an interdepartmental staff review meeting. No further issues were brought up at that time.

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

Public Input
No public input has been received by the time of this report.

Future Process
The approval of this condominium record of survey application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 15-1-18.

Alternatives

- The City Council may approve the First Amended and Restated Deer Crest Roosevelt Gap Resort, Deer Crest Roosevelt Gap Residences Condominium Project and Deer Crest Roosevelt Gap Condo Suites Condominium Project record of survey plat as conditioned or amended, or
- The Council may deny the amended condominium record of survey plat and direct staff to make Findings for this decision, or
- The Council may continue the discussion on the amended condominium record of survey plat to a date certain to allow staff and/or the applicant to provide additional information.

Significant Impacts

There are no significant impacts on the City from this application.

Consequences of not taking the Suggested Recommendation

The condominium record of survey would not reflect the as built conditions of the condominum units, the affordable housing and ADA units would not be correctly identified on the plat, and the expandable areas would not reflect the amended Deer Crest Hotel CUP.

Recommendation

Staff recommends the City Council conduct a public hearing for the First Amended and Restated Deer Crest Roosevelt Gap Resort, Deer Crest Roosevelt Gap Residences Condominium Project and Deer Crest Roosevelt Gap Condo Suites Condominium Project record of survey plat, consider any input, and consider approving the plat amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Ordinance
Exhibit A- Amended plat
Exhibit B- Aerial of the property
Exhibit C- Redlined changes
Exhibit D- Comparative residential EU Analysis
Exhibit E- Comparative building area, support commercial, and meeting space analysis

Ordinance No. 09-

AN ORDINANCE APPROVING AN AMENDED AND RESTATED CONDOMINIUM RECORD OF SURVEY PLAT FOR DEER CREST ROOSEVELT GAP RESORT LOCATED AT 2300 DEER VALLEY DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the St. Regis Resort at Deer Crest (aka Deer Crest Hotel), located at 2300 Deer Valley Drive have petitioned the City Council for approval of an amended and restated condominium record of survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on August 26, 2009, to receive input on the First Amended and Restated Deer Crest Roosevelt Gap Resort, Deer Crest Roosevelt Gap Residences and Deer Crest Roosevelt Gap Condo Suites Condominium Project record of survey plat;

WHEREAS, the Planning Commission, on August 26, 2009, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the First Amended and Restated Deer Crest Roosevelt Gap Resort, Deer Crest Roosevelt Gap Residences and Deer Crest Roosevelt Gap Condo Suites Condominium Project record of survey plat

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The First Amended and Restated Deer Crest Roosevelt Gap Resort, Deer Crest Roosevelt Gap Residences and Deer Crest Roosevelt Gap Condo Suites Condominium Project record of survey plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 2300 Deer Valley Drive East within the RC and RD-MPD zoning districts.
2. The property is subject to the 1995 Deer Crest Settlement Agreement and the Deer Crest Hotel conditional use permit approved on February 28, 2001 and amended on July 25, 2001; March 24, 2004; May 11, 2005; and April 22, 2009.

3. The Settlement Agreement and CUP set forth a maximum density of 130 Unit Equivalents (UE) for the Deer Crest Hotel, that includes the Roosevelt Gap and Snow Park parcels of the Deer Crest Settlement Agreement.
4. The amended record of survey plat identifies 92 units, with 96.44 UE at Roosevelt Gap and 0.94 UE at Snow Park. The 2005 plat identified 94 units with 105 UE at Roosevelt Gap and 1 unit (1 UE) at Snow Park. The remaining UEs are subject to future condominium conversion (expandable area) within the Deer Crest Hotel CUP.
5. The 2005 record of survey plat identified 67 condominium units ranging in size from 990 to 2,646 square feet, with an additional 1,463 sf unit at Snow Park. The amended plat identifies 67 condominium units ranging in size from 955 to 2,604 square feet in area, with an additional 1,879 sf unit at Snow Park.
6. The 2005 plat identified 26 residence units ranging in size from 1,295 to 6,395 square feet. The amended plat identifies 24 residence units ranging in size from 1,291 to 6,468 square feet.
7. The remaining floor area is platted as common area, limited common area (exclusive use of a particular unit), and non-condominium property for the 2 affordable units, support commercial, and for restricted areas within the building, consistent with the conditional use permit. The general public's access to portions of the site and building is restricted and platted accordingly; this has not changed between the 2005 and 2009 plats.
8. Total parking area for Roosevelt Gap is decreased from 59,000 sf as identified in the 2005 record of survey to 50,467 sf as currently constructed. The total number of parking spaces located within the Roosevelt Gap structure is 141 spaces, of which 5 are tandem spaces and 136 are code compliant. The remainder of the code required parking is located at Snow Park. Parking is consistent with the CUP approval.
9. Support commercial space decreased from 19,694 sf to 19,481 sf consistent with the 5% allowable (20,829 sf). Meeting space decreased from 6,090 sf to 6,062 sf consistent with the 5% allowable (20,829 sf).
10. The proposed amended record of survey is consistent with the approved and amended Conditional Use Permit for the St. Regis Resort at Deer Crest (aka the Deer Crest Hotel CUP).

<u>Conclusions of Law:</u>
1. There is good cause for this amended record of survey.
2. The amended record of survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed amended record of survey.
4. Approval of the amended record of survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
5. The amended record of survey plat is consistent with the approved Deer Crest Settlement Agreement and amended Deer Crest Hotel CUP.

<u>Conditions of Approval:</u>
1. The City Attorney and City Engineer will review and approve the final form and content of the amended record of survey for compliance with State law, the Land

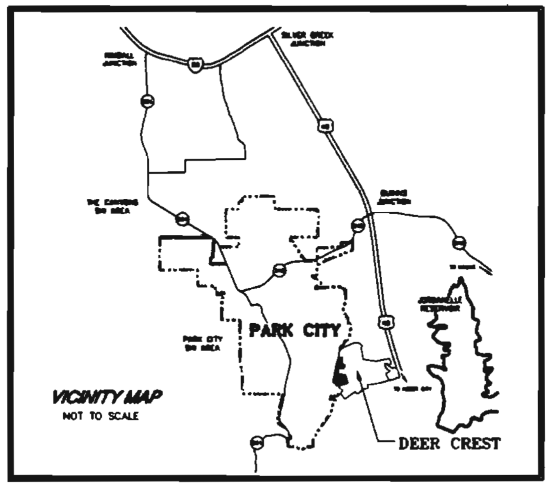
Management Code, and the conditions of approval, prior to recordation of the plat.

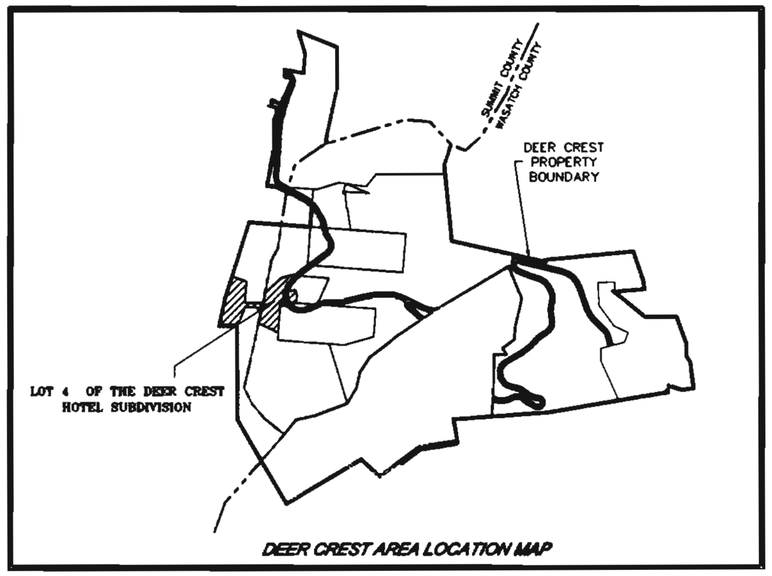
2. The applicant will record the amended record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. All applicable conditions of approval of the amended Roosevelt Gap Subdivision plat, recorded on May 21, 2005 continue to apply.

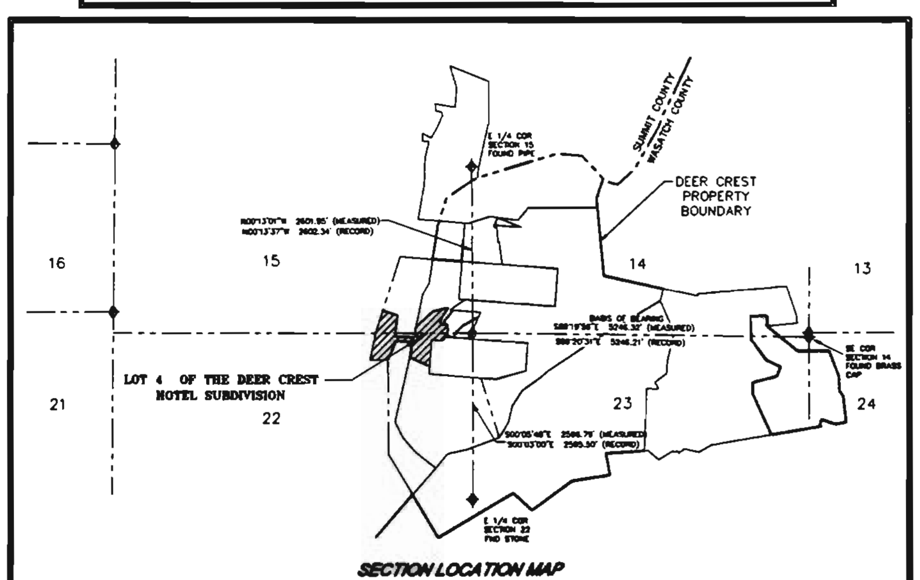
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of ____, 2009.

Exhibit A







GENERAL NOTES

1. This condominium plat depicts two separate condominium regimes: The Deer Crest Roosevelt Gap Residences ("Residence Project") created and governed by the Amended and Restated Residence Declaration of Covenants, Conditions and Restrictions for Deer Crest Roosevelt Gap Residences ("Residence Declaration") and the Deer Crest Roosevelt Gap Condo Suites ("Condo Suites Project") created and governed by the Amended and Restated Condo Suites Declaration of Covenants, Conditions and Restrictions for Deer Crest Roosevelt Gap Condo Suites ("Condo Suites Declaration"). The Residence Project and the Condo Suites Project are a part of the Deer Crest Roosevelt Gap Resort governed by the Amended and Restated Resort Declaration of Covenants, Conditions and Restrictions for Deer Crest Roosevelt Gap Resort ("Resort Declaration", and together with the Residence Declaration and the Condo Suites Declaration, the "Declarations"). Capitalized terms not otherwise defined in this plat shall have the meanings set forth in the Master Definitions attached to the Resort Declaration or elsewhere in the Resort Declaration. The Residence Units and the Condo Suites Units shown on this plat are purely air space units, and do not include any fee simple ownership interest in the land or structural components depicted herein, as more fully described in the Declarations. The land and improvements outside of the Residence Units and Condo Suites Units, including but not limited to the Commercial Areas, Restricted Areas, Owner Access Areas, and Balcony Areas on this plat are not a part of the Residence Project or the Condo Suites Project, and do not constitute "common areas and facilities" under the Utah Condominium Ownership Act. Owners of Units are granted easements to use and enjoy certain portions of such components of the Resort, as set forth in the Declarations, but do not receive any fee simple ownership interest therein. PURCHASERS ARE STRONGLY URGED TO REVIEW THE DECLARATIONS WITH THEIR LEGAL COUNSEL IN ORDER TO FULLY UNDERSTAND THE RIGHTS, INTERESTS, LIMITATIONS AND OBLIGATIONS APPURTENANT TO OWNERSHIP OF A UNIT WITHIN EITHER OF THE PROJECTS.

2. The condominium projects lie within Lot 4 on the Deer Crest Hotel Subdivision Plat and are subject to the notes, terms and conditions on that subdivision plat. Lot 4 of the Deer Crest Hotel Subdivision Plat lies in both Wasatch and Summit Counties, and the boundaries of the lot are described on the recorded subdivision plat.

3. The Resort does not have frontage on a city street. Access to the Resort exists through a combination of private easements as noted on the Deer Crest Hotel Subdivision Plat.

4. The street address of the Resort is: 2300 Deer Valley Drive East. The address of a Unit is 2300 Deer Valley Drive East plus the Unit Number.

5. The dimensions of the Units and square footage calculations are based principally on drawings supplied by IBI Architects combined with periodic spot check measurements made during construction. These drawings were prepared prior to completion of construction and it is possible that some changes will occur during construction. The square footages shown on this plat are calculated in accordance with the Utah Condominium Ownership Act and the Declarations. Such calculation typically differs somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is intended that the size and boundaries of the Units shall be as constructed.

6. Certain ceilings in the Units shown on this plat have variations, insets, enclosed duct work, and other similar architectural features that result in the ceilings having numerous different elevation measurements which are difficult to show on this plat. Consequently, and notwithstanding the fact that the boundary of each Unit is the actual interior finished surface of the ceiling, the ceiling elevations shown on this plat are measured at the lower surface of the structure at the top of each Unit.

7. Accessible Rooms (labeled "♿" on this plat) shall be constructed, maintained and managed in accordance with International Building Code Chapter 11, 2003 Edition.

8. The Commercial Owner has reserved the right to construct additional improvements, including additional condominium units on all or a portion of the property designated as Expandable Parcel 2 and Expandable Parcel 3, in accordance with the terms and conditions of the Declarations. Such condominium units may, at the sole option of Commercial Owner, be added as Residence Units or Condo Suites Units. See the Declarations for additional details.

9. The Commercial Owner has reserved the option to contract the projects by withdrawing one or more Units from the projects, in accordance with the terms and conditions of the Declarations. The Commercial Owner has also reserved the option to expand the projects and create additional Units in accordance with the terms and conditions of the Declarations. See the Declaration for additional details.

10. At the time of any resurfacing, the Resort Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District ("SBWRD") standards. Prior notification of the adjustments and inspection by the SBWRD is required.

11. Wastewater service to the west portion of Lot 4 Deer Crest Hotel Subdivision shall be through the Snyderville Basin Water Reclamation District and must comply with its rules and regulations. The condominium units at the Snow Park Site, if any, are served by a Common Private Lateral Wastewater Line. The Resort Association shall be responsible for ownership, operation and maintenance of all Common Private Lateral Wastewater Lines.

12. Public hiking and biking trails cross through the Resort. These trails and their intended use are shown on the Deer Crest Hotel Subdivision Plat, and may be modified, relocated, expanded or reduced from time to time subject to Park City approval.

13. Ski Run Easements shown on this plat may also be modified, relocated, expanded, reduced or eliminated, subject to the approval of the operator of the Deer Valley Ski Resort.

LEGAL DESCRIPTION

Lot 4, Deer Crest Hotel Subdivision Plat (amending the Roosevelt Gap Subdivision Plat), according to the official plat thereof on file and of record in the Summit and Wasatch County Recorders' Offices.

SURVEYOR'S CERTIFICATE:

I, S. Scott Carlson, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 187727 as prescribed under the laws of the State of Utah. I further certify that a survey has been made of the land shown on this plat and described hereon, and that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law. I further certify that, by authority of the Owner, I have caused to be made under my direction this condominium plat in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act.

____

OWNER'S CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That Deer Crest Janna, LLC, a Utah limited liability company, the owner of the hereon described tract of land hereby causes the same to be divided as depicted or described on the sheets of this plat, hereafter to be known as the Deer Crest Roosevelt Gap Resort, the Deer Crest Roosevelt Gap Residences and the Deer Crest Roosevelt Gap Condo Suites, subject to the Resort Declaration of Covenants, Conditions and Restrictions for Deer Crest Roosevelt Gap Resort, the Residence Declaration of Covenants, Conditions and Restrictions for Deer Crest Roosevelt Gap Residences, and the Condo Suites Declaration of Covenants, Conditions and Restrictions for Deer Crest Roosevelt Gap Condo Suites, which will be recorded in the offices of the County Recorders of Wasatch County and Summit County, Utah, concurrently with the recording of this plat. The undersigned further consents to the recordation of this plat in accordance with Utah law. I certify that buildings shown on this plat will, when completed, be substantially as shown on this plat.

Executed this _______ day of __________, 20___

____
Michael Zeccaro

____
Authorized Agent of the Managing Member;

ACKNOWLEDGEMENT

On this _________ day of __________, 20___ personally appeared before me Michael Zeccaro, who being duly sworn did say that he is the Authorized Agent of the Managing Member and the signer of the foregoing Owner's consent to Record, and duly acknowledged to me that he executed the same

______________________ my commission expires:
Notary Public

RECEIVED
JUL 20 2009
PARK CITY
PLANNING DEPT.

FIRST AMENDED AND RESTATED
DEER CREST ROOSEVELT GAP RESORT
DEER CREST ROOSEVELT GAP RESIDENCES CONDOMINIUM PROJECT
DEER CREST ROOSEVELT GAP CONDO SUITES CONDOMINIUM PROJECT
CONDOMINIUM PLAT

CITY RECORDER	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
I CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF PARK CITY ON THE _____ DAY OF _______ A.D., 20___ CITY RECORDER	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ___ DAY OF _______, 20___. BY:

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, AND THE NORTHEAST QUARTER OF SECTION 22 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT AND WASATCH COUNTIES, UTAH

CITY PLANNING COMMISSION	JORDANELLE SPECIAL SERVICE DISTRICT	CITY ENGINEER	CITY COUNCIL	APPROVAL AS TO FORM	RECORDED #
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ___ DAY OF _______ 20___. CHAIRMAN	APPROVED AND ACCEPTED THIS ____ DAY OF _______ 20___. By: JORDANELLE SPECIAL SERVICE DISTRICT AUTHORIZED REPRESENTATIVE	REVIEWED FOR CONFORMANCE WITH AVAILABLE INFORMATION IN THE PARK CITY ENGINEERING DEPARTMENT ON THIS ____ DAY OF _______ 20___. CITY ENGINEER	PRESENTED TO THE PARK CITY COUNCIL THIS ____ DAY OF _______ 20___, AT WHICH TIME THIS PLAT WAS APPROVED. MAYOR	APPROVED AS TO FORM ON THIS DAY OF _______ 20___. CITY ATTORNEY	STATE OF UTAH, COUNTY OF _______, RECORDED AND FILED AT THE REQUEST OF _______ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE $ _____ COUNTY RECORDER

PLOTTED DATE: Monday, 20 July 2009 - 9:06am

#4

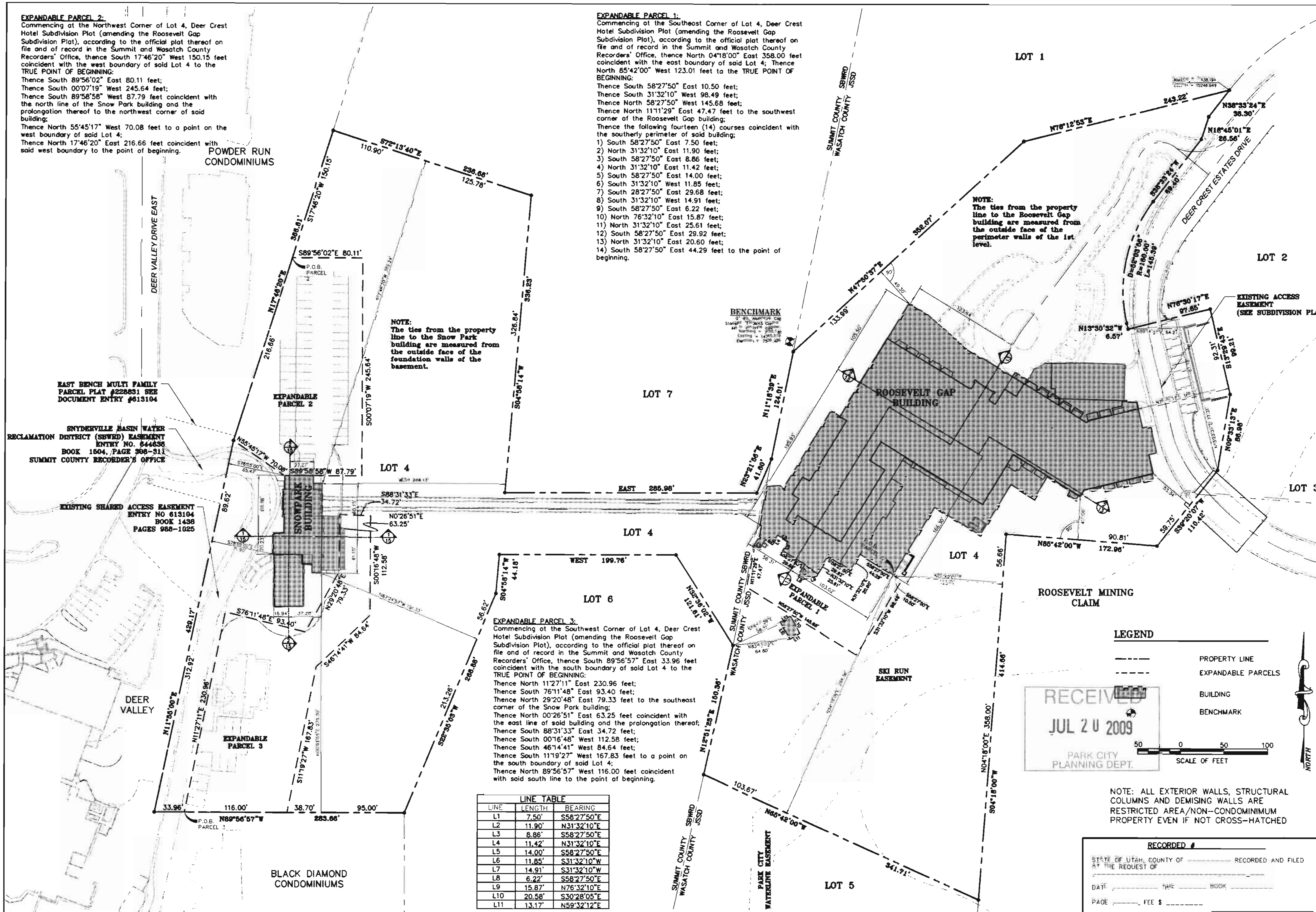
FIRST AMENDED AND RESTATED
DEER CREST ROOSEVELT GAP RESORT
DEER CREST ROOSEVELT GAP RESIDENCES CONDOMINIUM PROJECT
DEER CREST ROOSEVELT GAP CONDO SUITES CONDOMINIUM PROJECT
CONDOMINIUM PLAT

TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

DWG DATE: MAY 2009
PLOT DATE:

SHEET 1 of 15

EXHIBIT A



EXPANDABLE PARCEL 2:

Commencing at the Northwest Corner of Lot 4, Deer Crest Hotel Subdivision Plat (amending the Roosevelt Gap Subdivision Plat), according to the official plat thereof on file and of record in the Summit and Wasatch County Recorders' Office, thence South 17°46'20" West 150.15 feet coincident with the west boundary of said Lot 4 to the TRUE POINT OF BEGINNING:

Thence South 89°56'02" East 80.11 feet;
Thence South 00°07'19" West 245.64 feet;
Thence South 89°58'58" West 87.79 feet coincident with the north line of the Snow Park building and the prolongation thereof to the northwest corner of said building;
Thence North 55°45'17" West 70.08 feet to a point on the west boundary of said Lot 4;
Thence North 17°46'20" East 216.66 feet coincident with said west boundary to the point of beginning.

EXPANDABLE PARCEL 1:

Commencing at the Southeast Corner of Lot 4, Deer Crest Hotel Subdivision Plat (amending the Roosevelt Gap Subdivision Plat), according to the official plat thereof on file and of record in the Summit and Wasatch County Recorders' Office, thence North 04°18'00" East 358.00 feet coincident with the east boundary of said Lot 4; Thence North 85°42'00" West 123.01 feet to the TRUE POINT OF BEGINNING:

Thence South 58°27'50" East 10.50 feet;
Thence South 31°32'10" West 98.49 feet;
Thence North 58°27'50" West 145.68 feet;
Thence North 11°11'29" East 47.47 feet to the southwest corner of the Roosevelt Gap building;
Thence the following fourteen (14) courses coincident with the southerly perimeter of said building;

1) South 58°27'50" East 7.50 feet;
2) North 31°32'10" East 11.90 feet;
3) South 58°27'50" East 8.86 feet;
4) North 31°32'10" East 11.42 feet;
5) South 58°27'50" East 14.00 feet;
6) South 31°32'10" West 11.85 feet;
7) South 28°27'50" East 29.68 feet;
8) South 31°32'10" West 14.91 feet;
9) South 58°27'50" East 6.22 feet;
10) North 76°32'10" East 15.87 feet;
11) North 31°32'10" East 25.61 feet;
12) South 58°27'50" East 29.92 feet;
13) North 31°32'10" East 20.60 feet;
14) South 58°27'50" East 44.29 feet to the point of beginning.

EXPANDABLE PARCEL 3:

Commencing at the Southwest Corner of Lot 4, Deer Crest Hotel Subdivision Plat (amending the Roosevelt Gap Subdivision Plat), according to the official plat thereof on file and of record in the Summit and Wasatch County Recorders' Office, thence South 89°56'57" East 33.96 feet coincident with the south boundary of said Lot 4 to the TRUE POINT OF BEGINNING:

Thence North 11°27'11" East 230.96 feet;
Thence South 76°11'48" East 93.40 feet;
Thence North 29°20'48" East 79.33 feet to the southeast corner of the Snow Park building;
Thence North 00°26'51" East 63.25 feet coincident with the east line of said building and the prolongation thereof;
Thence South 88°31'33" East 34.72 feet;
Thence South 00°16'48" West 112.58 feet;
Thence South 46°14'41" West 84.64 feet;
Thence South 11°19'27" West 167.83 feet to a point on the south boundary of said Lot 4;
Thence North 89°56'57" West 116.00 feet coincident with said south line to the point of beginning.

LINE TABLE

LINE	LENGTH	BEARING
L1	7.50'	S58°27'50"E
L2	11.90'	N31°32'10"E
L3	8.86'	S58°27'50"E
L4	11.42'	N31°32'10"E
L5	14.00'	S58°27'50"E
L6	11.85'	S31°32'10"W
L7	14.91'	S31°32'10"W
L8	6.22'	S58°27'50"E
L9	15.87'	N76°32'10"E
L10	20.58'	S30°28'05"E
L11	13.17'	N59°32'12"E

NOTE: ALL EXTERIOR WALLS, STRUCTURAL COLUMNS AND DEMISING WALLS ARE RESTRICTED AREA/NON-CONDOMINIUM PROPERTY EVEN IF NOT CROSS-HATCHED

RECEIVED JUL 2 0 2009 PARK CITY PLANNING DEPT.

RECORDED #

STATE OF UTAH, COUNTY OF ________ RECORDED AND FILED AT THE REQUEST OF ________

DATE ________ TIME ________ BOOK ________

PAGE ________ FEE $ ________

COUNTY RECORDER

FIRST AMENDED AND RESTATED

DEER CREST ROOSEVELT GAP RESORT

DEER CREST ROOSEVELT GAP RESIDENCES CONDOMINIUM PROJECT
DEER CREST ROOSEVELT GAP CONDO SUITES CONDOMINIUM PROJECT
CONDOMINIUM PLAT
OVERALL SITE PLAN

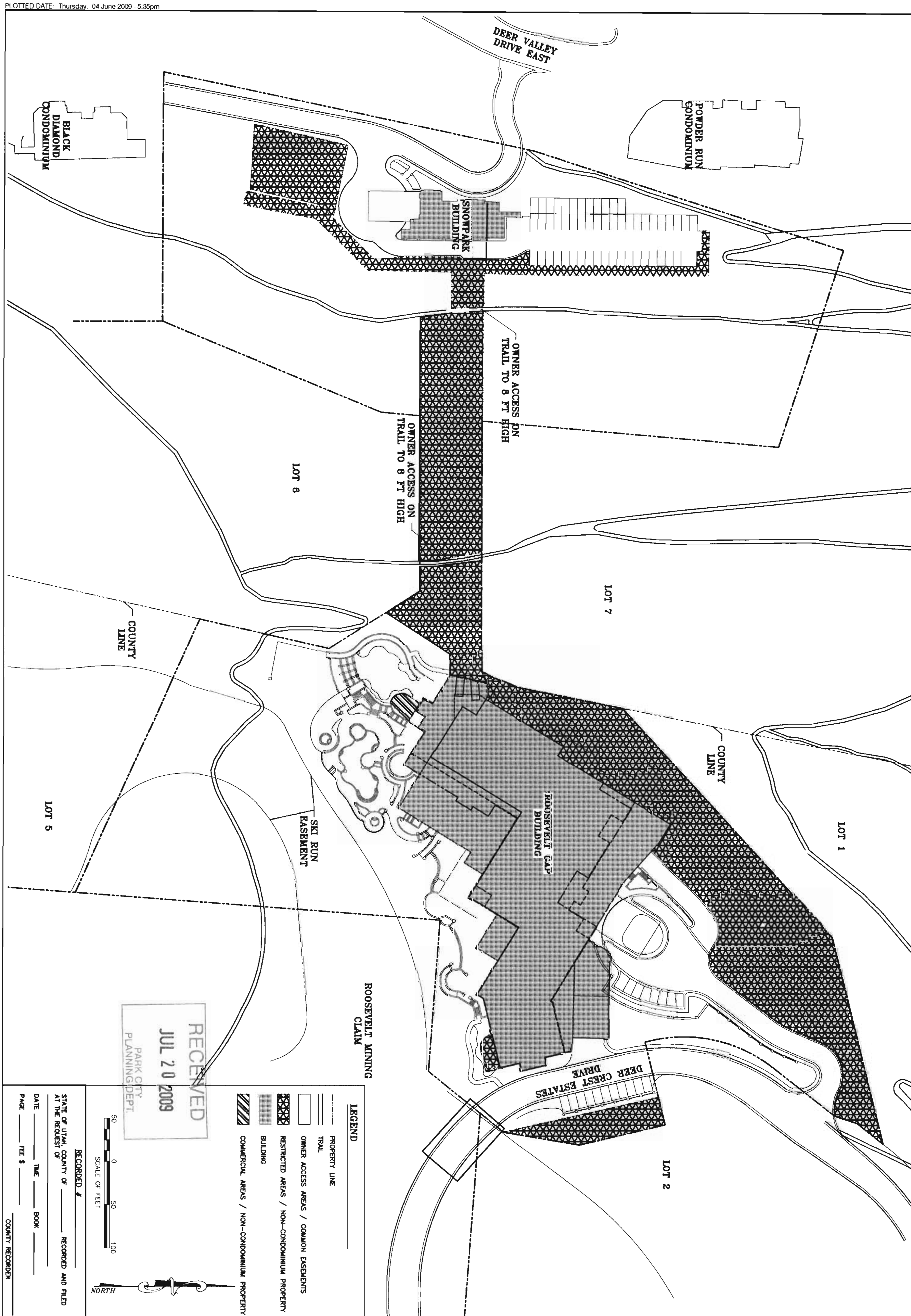
TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

DWG DATE: MAY 2009

PLOT DATE:

SHEET 2 OF 15

PLOTTED DATE: Thursday, 04 June 2009 - 5:35pm



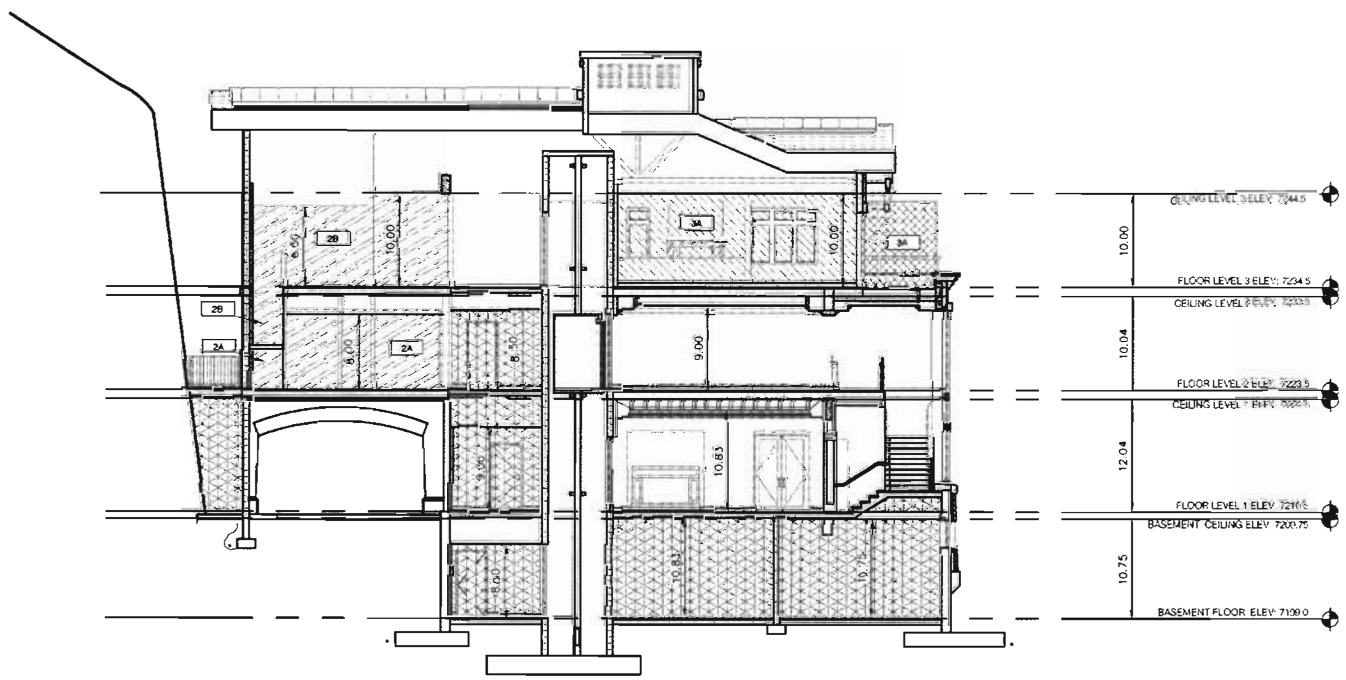
SHEET 3 OF 15

MAY 2009

TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

FIRST AMENDED AND RESTATED
DEER CREST ROOSEVELT GAP RESORT
DEER CREST ROOSEVELT GAP RESIDENCES CONDOMINIUM PROJECT
DEER CREST ROOSEVELT GAP CONDO SUITES CONDOMINIUM PROJECT
CONDOMINIUM PLAT
OUTSIDE LAND USES

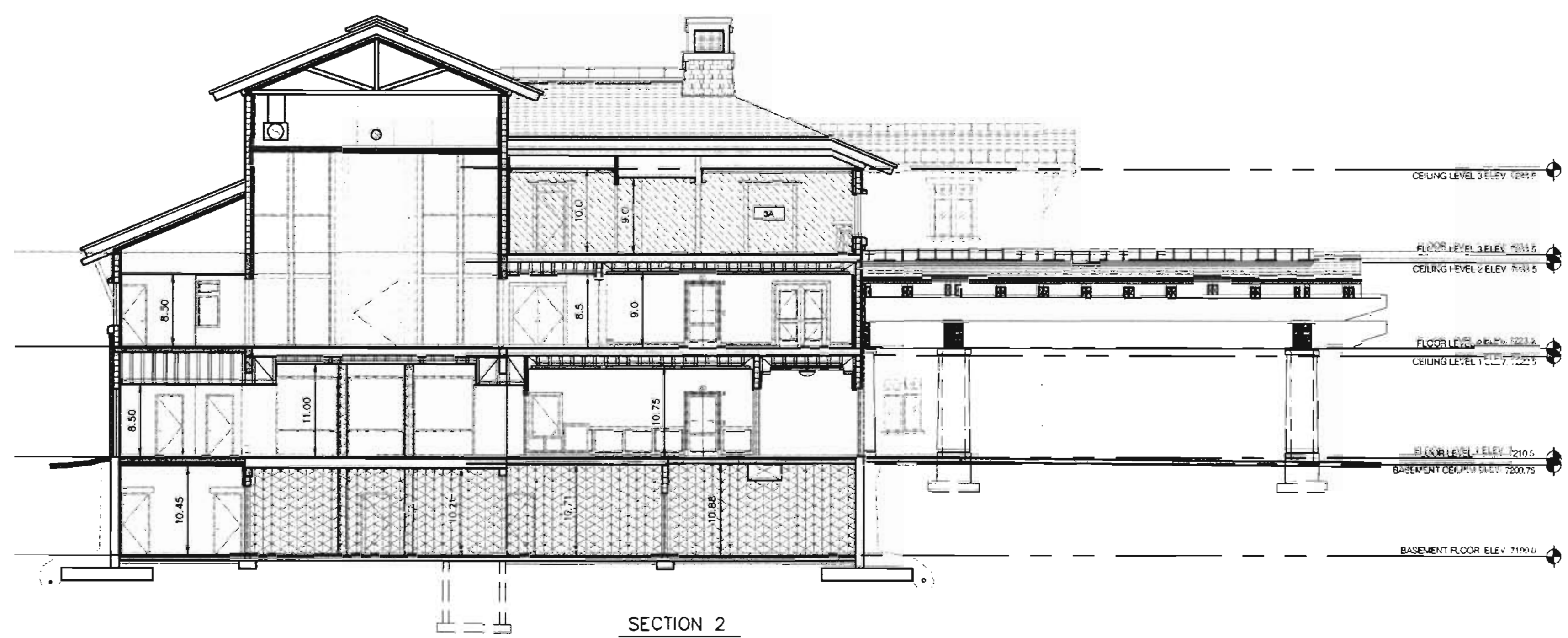
PLOTTED DATE: Wednesday, 03 June 2009 - 12:05pm



SECTION 1

	Owner Access Areas / Common Easements
	Restricted Areas / Non-Condominium Property
	Commercial Areas / Non-Condominium Property
	Balcony Areas / Limited Common Easements
	Residence Unit / Private Condominium Unit

10 0 10 20
SCALE OF FEET



SECTION 2

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PARK CITY
PLANNING DEPT.

NOTE: ALL EXTERIOR WALLS, STRUCTURAL COLUMNS, BUILDING PLUMBING AND MECHANICAL SYSTEMS AND UNIT DEMISING WALLS ARE RESTRICTED AREA/NON-CONDOMINIUM PROPERTY EVEN IF NOT CROSS-HATCHED

RECORDED # ______
STATE OF UTAH, COUNTY OF ______, RECORDED AND FILED AT THE REQUEST OF ______
DATE ______ TIME ______ BOOK ______
PAGE ______ FEE $ ______
COUNTY RECORDER

FIRST AMENDED AND RESTATED
DEER CREST ROOSEVELT GAP RESORT
DEER CREST ROOSEVELT GAP RESIDENCES CONDOMINIUM PROJECT
DEER CREST ROOSEVELT GAP CONDO SUITES CONDOMINIUM PROJECT
CONDOMINIUM PLAT
SNOW PARK SECTIONS

TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

DWG DATE: MAY 2009
PLOT DATE:

SHEET 15 of 15

2300 Deer Valley Drive, St. Regis – Amendment to Record of Survey

EXHIBIT B

St. Regis Deer Crest

17-Jul-09

July 2009 Plat Amendment

Building Areas - Not Including Parking Areas

Roosevelt Gap	Area SF
Total Building Area	449,555
Parking	-50,467
Snow Park	
Total Building Area	17,494
Parking	
Total Project Gross Floor Area	**416,582**

Area Allowed as per CUP

5% Commercial Support	20,829
5% Meeting	20,829

Proposed Commercial Area by Floor

Area	Level	Area SF
Ski Level Retail	Lower Level	3447
SPA Main Level	Level 1	3891
SPA Second Level	Level 2	2183
Retail	Level 2	327
Sundry Store	Level 2	674
Terrace Grill	Level 3	417
Restaurant/Bar/Wine/Dining	Level 3	8542
Total Proposed Commercial		**19,481**
Total Allowable S.F.		20,829
% of Allowable		**94%**

Proposed Meeting Area by Floor

Area	Level	Area SF
Meeting/Multi-Purpose Room	Level 1	5162
Meeting/Multi-Purpose Room	Level 1	611
Meeting Room	Level 2	289
Total Proposed Meeting		**6,062**
Total Allowable Meeting		20,829
% of Allowable		**29%**

November 2005 Plat

Roosevelt Gap	Area SF	
Total Building Area	444,094	
Parking	-59,000	
Snow Park		
Total Building Area	123,298	Includes later phases
Parking	-32,500	
Total Project Gross Floor Area	**475,892**	

Area Allowed as per CUP

5% Commercial Support	23,795
5% Meeting	23,795

Proposed Commercial Area by Floor

Area	Level	Area SF
Ski Level Retail	Lower Level	1400
Lobby Bar	Level 1	750
SPA Main Level	Level 1	4500
SPA Second Level	Level 2	4500
Retail	Level 2	
Sundry Store	Level 2	200
Terrace Grill	Level 3	
Restaurant/Bar/Wine/Dining	Level 3	8344
Total Proposed Commercial		**19,694**
Total Allowable S.F.		23,795
% of Allowable		**83%**

Proposed Meeting Area by Floor

Area	Level	Area SF
Meeting/Multi-Purpose Room	Level 1	2966
Meeting/Multi-Purpose Room	Level 1	
Meeting Room	Level 2	
Banquet Kitchen		3124
Total Proposed Meeting		**6,090**
Total Allowable Meeting		23,795
% of Allowable		**26%**

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PLANNING DEPT.

EXHIBIT E

St. Regis - Deer Crest - UE Analysis as of 7/09 Plat As-Built				
Category	**2009 Plat Area**	**2005 Plat Area**	**Increase/(Decrease) 2005 to 2009**	**2009 Total UE**
Condo Suite Units				
Unit 101	1,916	1,981	(65)	0.96
Unit 102	1,882	1,979	(97)	0.94
Unit 109	1,307	1,352	(45)	0.65
Unit 110	1,434	1,492	(58)	0.72
Unit 111	1,919	1,991	(72)	0.96
Unit112	955	990	(35)	0.48
Unit 201	1,918	1,981	(63)	0.96
Unit 202	1,880	1,979	(99)	0.94
Unit 209	1,309	1,352	(43)	0.65
Unit 210	1,430	1,492	(62)	0.72
Unit 211	1,922	1,991	(69)	0.96
Unit 216	1,923	2,028	(105)	0.96
Unit 219	2,260	2,340	(80)	1.13
Unit 301	1,918	1,981	(63)	0.96
Unit 302	1,900	1,979	(79)	0.95
Unit 309	1,320	1,352	(32)	0.66
Unit 310	1,429	1,492	(63)	0.71
Unit 316	1,929	2,028	(99)	0.96
Unit 317	2,604	2,646	(42)	1.30
Unit 318	980	1,015	(35)	0.49
Unit 319	1,905	1,977	(72)	0.95
Unit 322	1,483	1,554	(71)	0.74
Unit 325	1,431	1,502	(71)	0.72
Unit 401	1,918	1,981	(63)	0.96
Unit 402	1,911	1,979	(68)	0.96
Unit 409	1,323	1,352	(29)	0.66
Unit 410	1,434	1,492	(58)	0.72
Unit 411	1,935	1,991	(56)	0.97
Unit 414	1,444	1,520	(76)	0.72
Unit 419	1,944	2,023	(79)	0.97
Unit 420	1,929	2,015	(86)	0.96
Unit 427	2,000	2,047	(47)	1.00
Unit 428	2,394	2,480	(86)	1.20
Unit 433	1,904	1,981	(77)	0.95
Unit 501	1,918	1,981	(63)	0.96
Unit 502	1,901	1,979	(78)	0.95
Unit 509	1,323	1,352	(29)	0.66
Unit 510	1,434	1,492	(58)	0.72
Unit 511	1,935	1,992	(57)	0.97
Unit 514	1,444	1,520	(76)	0.72
Unit 519	1,933	2,023	(90)	0.97
Unit 520	1,929	2,015	(86)	0.96
Unit 527	1,999	2,047	(48)	1.00
Unit 528	2,394	2,480	(86)	1.20
Unit 533	1,899	1,981	(82)	0.95
Unit 601	1,907	1,981	(74)	0.95
Unit 602	1,900	1,979	(79)	0.95
Unit 609	1,318	1,352	(34)	0.66
Unit 610	1,433	1,492	(59)	0.72
Unit 611	1,936	1,991	(55)	0.97
Unit 614	1,441	1,520	(79)	0.72
Unit 619	1,944	2,023	(79)	0.97
Unit 620	1,922	2,015	(93)	0.96
Unit 627	1,998	2,047	(49)	1.00
Unit 628	2,394	2,480	(86)	1.20

St. Regis - Deer Crest - UE Analysis as of 7/09 Plat As-Built

Category	2009 Plat Area	2005 Plat Area	Increase/(Decrease) 2005 to 2009	2009 Total UE
Unit 633	1,903	1,981	(78)	0.95
Unit 701	1,918	1,981	(63)	0.96
Unit 702	1,897	1,979	(82)	0.95
Unit 709	1,321	1,352	(31)	0.66
Unit 710	1,429	1,492	(63)	0.71
Unit 711	1,936	1,991	(55)	0.97
Unit 714	1,440	1,520	(80)	0.72
Unit 719	1,925	2,023	(98)	0.96
Unit 720	1,937	2,015	(78)	0.97
Unit 726 (was 728 in 2005)	2,123	2,191	(68)	1.06
Unit 727	2,000	2,047	(47)	1.00
Unit 733	1,903	1,981	(78)	0.95
Total Condo Suite Units	**119,124**	**123,630**	**(4,506)**	**59.56**
Residence Units				
Unit 801	1,291	1,331	(40)	0.65
Unit 802	3,587	3,615	(28)	1.79
Unit 803	2,999	2,947	52	1.50
Unit 804	2,347	2,422	(75)	1.17
Unit 805	2,732	2,862	(130)	1.37
Unit 806	2,357	2,381	(24)	1.18
Unit 807	1,743	1,814	(71)	0.87
Unit 808	3,426	3,437	(11)	1.71
Unit 901 (combined with 902 in 2009)	-	1,331	(1,331)	0.00
Unit 902 (combined with 901 in 2009)	4,855	3,615	1,240	2.43
Unit 903	2,999	2,947	52	1.50
Unit 904	2,347	2,422	(75)	1.17
Unit 905	2,728	2,862	(134)	1.36
Unit 906 (combined with 908 in 2009)	5,934	2,381	3,553	2.97
Unit 907	1,738	1,814	(76)	0.87
Unit 908 (combined with 906 in 2009)	-	3,437	(3,437)	0.00
Unit 1001	1,291	1,331	(40)	0.65
Unit 1002	3,587	3,615	(28)	1.79
Unit 1003	2,998	2,947	51	1.50
Unit 1004	2,347	2,422	(75)	1.17
Unit 1005	2,737	2,862	(125)	1.37
Unit 1006	2,381	2,383	(2)	1.19
Unit 1007 (switched numbering with 1008)	3,315	1,814	1,501	1.66
Unit 1008 (switched numbering with 1007)	1,744	3,437	(1,693)	0.87
Unit 1101	5,796	5,183	613	2.90
Unit 1102	6,468	6,395	73	3.23
Total Residence Units	**73,747**	**74,007**	**(260)**	**36.87**
TOTAL ALL UNITS	**192,871**	**197,637**	**(4,766)**	**96.44**
Snow Park				
Unit 2A - Affordable (no UE allocation)	-			0.00
Unit 2B -Affordable (no UE allocation)	-			0.00
Unit 3A	1,879	1,463	416	0.94
Total Snow Park Units	**1,879**	**1,463**	**416**	**0.94**
TOTAL ALL ROOSEVELT GAP AND SNOW PARK UNITS	**194,750**	**199,100**	**(4,350)**	**97.38**