

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

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, December 18, 2008.

**Closed Session**

3:15 p.m. Property and litigation

**Work Session**

|           |                                                 |            |
|-----------|-------------------------------------------------|------------|
| 4:00 p.m. | Open meeting training                           |            |
| 4:30 p.m. | Council questions/comments                      |            |
| 4:45 p.m. | McPolin Farm administrative policy              | P. 6 - 25  |
| 5:00 p.m. | Event policy discussion                         | P. 26 - 29 |
| 5:30 p.m. | Quarterly goal update - 4 <sup>th</sup> quarter | P. 30 - 45 |
| 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 MEETING OF DECEMBER 4, 2008**  
P. 46 - 49

**V RESIGNATIONS AND APPOINTMENTS**

1. Consideration of acceptance of resignation of Mark Huber from the Historic Preservation Board
2. Consideration of appointment of Adam OPalek to the Historic Preservation Board to fill an unexpired term to July 2011

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

1. Consideration of Land Management Code Amendments to Chapter 2 – Zoning Districts regarding applicable Steep Slope Conditional Use Permits in the HR-1, HR-2, and HRL zones
  - (a) Public hearing

- (b) Motion to continue to February 5, 2009
- 2. Consideration of an Ordinance approving the 2300 Meadows Drive subdivision plat
  - (a) Public hearing
  - (b) Motion to continue to February 5, 2009
- 3. Consideration of Procurement Contracts for the Quinn's Water Treatment Plant Membrane Equipment in the amount of \$2,011,132; the Temporary Treatment Equipment in the amount of \$272,265; and associated Engineering Services in the amount of \$132,100 with Pall Corporation, in a form approved by the City Attorney  
P. 50 - 66
- 4. Consideration of a Cost Sharing Agreement, in a form approved by the City Attorney, related to the joint property acquisition of approximately 107 of the estimated 112 acres of Parcel #SS-57-1, property owned by the Boyer Company located to the southeast of the UDOT facility  
P. 67 - 89
  - (a) Public Input
  - (b) Action

## **VII 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)
- (a) Update by staff  
P. 90 - 131
  - (b) Public hearing
  - (c) Possible action

## **VIII ADDITIONAL DISCUSSION – AGENDA ITEMS**

## **IX ADJOURNMENT**

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

**SPECIAL JOINT PARK CITY COUNCIL  
AND PLANNING COMMISSION MEETING  
SUMMIT COUNTY, UTAH  
DECEMBER 19, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council and Planning Commission of Park City, Utah will hold a special meeting on Friday, December 19, 2008 from 4 p.m. to 6 p.m. at the Wasatch Brewpub, 250 Main Street, to discuss general planning policies; no formal action will be taken.

**PARK CITY COUNCIL MEETINGS  
SUMMIT COUNTY, UTAH  
DECEMBER 25, 2008 AND JANUARY 1, 2009**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meetings on Thursday, December 25, 2008 and January 1, 2009.

Posted: 12/15/08  
see [www.parkcity.org](http://www.parkcity.org)

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

**January 2009**

- 8 Hillside Avenue reconstruction update – MC - work  
Historic District Design Guidelines and Inventory – work  
Racquet Club remodel – presentation by VCBO (45 min) - work  
Resolutions setting forth meeting dates  
Adoption of Historic Sites Inventory – public hearing  
Historic District Guidelines – public hearing  
Scoreboard purchase for rink - JP  
118 and 124 Daly Ave – Plat Amendment [PL-08-00541] KC  
161-187 Daly Ave, Four's Company – Plat Amendment [PL-07-00197] KC  
1910 Prospector Avenue – Condo Conversion [PL-08-00543] JM  
Determination on timeliness and compliance of petition to appeal the October 22, 2008  
Steep Slope CUP approval of the Planning Commission – Legal Department - PS  
15 **No meeting – Sundance Opening**  
22 **Meeting at police facility**  
Design contract for pedestrian lighting  
Reimbursement to Intermountain Health Care for gas service in the amount of \$137,000  
29-30 **Visioning Session**

**February 2009**

- 5 SR248 corridor plan – (1hr) - work  
Cost recovery policy for Recreation - work  
Contract for SR248 pedestrian crossing - MC  
Adoption of Historic Sites Inventory – public hearing and action  
Historic District Guidelines – public hearing and action  
PSSM – 2009 incentives for upper Main Street  
Comprehensive transportation strategic plan  
12 Resolution adopting SR248 corridor plan – work/action  
19 **No meeting**  
26

**March 2009**

- 5  
12  
19  
26

**Pending Items:**

Amendment to fee resolution - GRAMA  
McPolin Farm Administrative Policy  
Park City Foundation update – work  
Water supply and demand  
Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing  
Guidelines and Standards for Park City, Utah  
Carrying capacity/market analysis survey  
Wild land interface issues  
No meeting – May 14 – Dana gone



## City Council Staff Report

**Subject:** McPolin Farm Administrative Policy  
**Author:** Denise Carey  
**Department:** Recreation, Sustainability  
**Date:** December 18, 2008  
**Type of Item:** Informational

### **Summary Recommendations:**

Review the Administrative Policy for McPolin Farm.

### **Background:**

Council asked staff to return with a refined policy to reflect Council's comments from the October 16, 2008 meeting including:

- o Formal of Administrative Policy
- o Use of McPolin Farm for City sponsored events only
- o Compliance with CUP requirements

### **Analysis:**

#### **Current Uses**

The farm is located in the Recreation Open Space (ROS) District. A Conditional Use Permit application was submitted in 1999 requesting specific uses that would fall under "public recreation facilities" as defined in the Land Management Code. The timing of the application coincided with the completion of the reconstruction to the shed and residence building.

The City Council stated in 1999, their desire for passive community use of the property for those specifically visiting the farm and for those walking or biking on the trails surrounding the property. Passive uses that do not interrupt community use have been listed as a high priority. Those items include: Interpretive Display in Barn; Walking tours of the property and Educational Seminar on the Farm, City sponsored events.

In September 1999 the Planning Commission and Parks, Recreation and Beautification Board conducted a site visit to the farm property to provide input and direction on an Administrative Policy for use of the property. The uses were broken into two categories: 1) Passive Use; and 2) Active Use. Passive Use would include among other things, walking, jogging, biking trails and cross country skiing. Active Use would include public assembly of 50 – 100 people so as not to interfere with the open space character of the farm. A CUP was approved to allow such usage on March 21, 2001.

In 2003, the original Conditional Use Permit expired and therefore required an additional review before the Planning Commission. At that time Staff requested that the Commission review modifications that included an increase of events to 12 per year and an increase to 150 people at the farm for events. On May 14, 2003, the Planning Commission approved the Conditional Use Permit with the requested modifications. On March 1, 2006, the Planning Commission approved a CUP with the same conditions as the 2003 approval, but did not put an expiration date on the CUP

On June 5, 2003 the City Council passed and adopted a resolution (No. 15-03) which stated that special events are to be limited as to not interfere with the open space character of the Farm, and provides a guideline of “not more than 150 people” for passive summer events . In 2007, the Council placed a conservation easement on the property surrounding the farm to guarantee its existence “as-is” for future generations. All improvements to or within the conservation easement area requires review by the Summit Land Conservancy. The farm buildings are not a part of the Conservation Easement.

### **CUP Requirements**

During the CUP process Planning Commission imposed conditions on the McPolin Farm property. In summary these conditions incorporate the following:

Up to twelve (12) one-day, City Council-sponsored, special public events per year are permitted. Special event permits shall be processed by staff under a Master Festival License and reviewed and approved/denied by the City Council. All events are to be passive and limited as to not interfere with the open space character of the Farm and not preclude public trail use of the property.

During the October 16, 2008 Council meeting the following comments and suggestions were made. Mayor Williams suggested that the Administrative Policy document reference the CRP easement on the property and staff agreed to add the language. Candace Erickson stated that she is concerned about uses, for instance making the property available for meetings for non-profit organizations or for celebrations when there are no standards or requirements in place. Ms. Erickson strongly felt that use should be pertinent to the Farm as an educational or cultural tool and the guidelines need to be refined. Liza Simpson agreed with Ms. Erickson’s comments. Jim Hier pointed out that the CUP defines allowed uses for the Farm and should be mirrored in the Administrative Policy.

### **Friends of the Farm**

The Friends of the Farm is a volunteer group formed to foster community use of the Farm. They offer occasional small community events for the community under the Conditional Use Permit for the property and are included in the 12 City Council-sponsored public events per year allowed by the CUP. The admission collected from the events is used to fund improvements prioritized by the Friends of the Farm. This plan boosts the City’s efforts in promoting Cultural Tourism.

### **Department Review**

Recreation, Sustainability, Legal, and the City Manager have reviewed this report.

### **Consequences of not taking the recommended action:**

Administrative Policy will not be in place for events at the Farm.

### **Recommendation:**

Review and approve the attached Administrative Policy.

### **Exhibits**

**Exhibit A –Administrative Policy**

**Exhibit B – 2003 CUP**

**Exhibit C- Minutes from 10/16/08 Meeting**

## **ADMINISTRATIVE POLICY FOR USE OF THE FARM COMPOUND AND BUILDINGS**

**12/18/08**

The Park City Farm is a public facility owned and operated by Park City Municipal Corporation and is administered by the Recreation Services Department of Park City Municipal Corporation. The Park City Farm serves the community by hosting educational programs and a variety of events for the community. The Mission Statement of the Park City Farm is:

The Park City Farm is a very important symbol in the public consciousness and a focal point for Park City, the citizens of Park City wish to retain and preserve the historic quality of the buildings, focus on the local use of the building; maintain public access, maintain the intimate high quality atmosphere and foster community use of the Farm.

The goals for the Park City Farm are to:

- \* offer community access at no fee or a reasonable fee
- \* no private use, unless approved by staff and City Council
- \* balance the use of the facility among the ENTIRE community
- \* flexible use: building responds to changing needs of community
- \* preserve the historic and sentimental integrity of the Park City Farm as open space
- \* protect Farm from overuse

The Conservation Reserve Program (CRP) is administered by the United States Department of Agriculture and is one of the largest private-lands enhancement improvement programs in the United States. The CRP encourages owners of agriculture land to voluntarily plant permanent areas of grass and trees on land that need protection in order to control non-point source pollutants from entering a watershed. The program's intent is to establish buffer zones of vegetation that would in turn retain topsoil thereby preventing erosion. In addition, the CRP program is known for enhancing habitat for wildlife while also providing a source of food. From 2002 - 2007 the City has been working to enhance the 23 acres of Conservation Reserve Program (CRP) stream corridor, which is designated as permanent riparian buffer. The City Council unanimously approved entry into the Conservation Reserve Program and 23 acres were enrolled on June 1<sup>st</sup>, 2003.

### **SECTION 1. PURPOSE**

The purpose of this policy is to ensure that the community's expectations are upheld with respect to the use of the Farm compound and its buildings.

This policy attempts to codify all of the use guidelines that currently exist in a variety of City documents and establishes new policy regarding the permitted uses for, and access to the Farm compound and its buildings. This policy includes; A) General policy guidelines and B) Event policy guidelines.

## **SECTION 2. DEFINITIONS**

- A) Farm - Farm compound of buildings including the Barn, Shed, Farmhouse, related outbuildings and the grounds. (See attached map)
- B) Barn - Barn building..
- C) Shed - Building located on the north side of the compound housing restrooms, day locker area and meeting room.
- D) Farmhouse - Small house located in the center of the Farm.
- E) Outbuildings - Small buildings located around Farm property.
- F) City - City of Park City or its representative.
- G) Event - Any contracted activity, including but not limited to special events, exhibitions, social gatherings and educational activities.
- H) Lessee - Any person or entity contracting with the City to produce, organize, direct or manage any event at the Farm.

## **SECTION 3. GENERAL POLICY GUIDELINES**

- A) The Farm (including the Shed, the Farmhouse and Outbuildings, but not including the Barn) shall be open and accessible to the general public year round, weather permitting. Farm hours will be from 8:00 am to 9:00 pm daily. The Farm will only be available for limited public use (a winter trail pass may be required) during the winter months, however, the property (restrooms) will be accessible during the winter to all trail users. General admission to the Farm may be denied during Events; however, Events will not prevent public trail use on Farm property.
- B) Access to the Farm will be limited. For general, non-event use, vehicle parking will be located on the east side of Highway 224, however, only 25 parking spaces will be provided. Non- vehicular access to the Farm is encouraged as good trail access exists from all directions. Car pooling and bussing is also encouraged.
- C) The Farmhouse's primary function will be to serve as a visitor center. Antiques will be placed inside and a pictorial history of the Farm will be displayed. The farmhouse display can be viewed without entering the building and will be open to the public on a very limited basis.
- D) The Barn is not available for public use. An interpretive display is housed in the barn which may be viewed through the windows.
- E) The Shed is available for public use. Appropriate uses for the Shed include but are not limited to educational activities and exhibitions. The Shed may serve as a warming facility for cross-country skiers during the winter months and may serve as a staging area for ski races and like events. Amenities include restrooms, small locker area, reception area, small food prep area and storage.

F) The Grounds are very attractive and may be desirable for outdoor functions during the summer. Outdoor use will be permitted provided the "General Policy Guidelines" are followed. Amenities include lawn area, picnic tables, large patio, trees and nearby stream.

#### **SECTION 4. EVENT POLICIY GUIDELINES**

A) To qualify as an Event, the Event must be public, City Council-sponsored and have been granted a Master Festival License.

B) Events will be limited in size and number so as not to interfere with the "open space" character of the Farm. Events shall be limited to not more than 150 (one hundred fifty) people per Event. Special events shall not preclude public trail use of the property

C) Events taking place at the Farm shall be limited to one-day with no more than 12 (twelve) Events annually. Use of the trail system for cross-country ski races does not count towards the 12 Event limit.

D) Each Event must obtain a City-approved transit plan. No Event parking will be permitted on the Farm, along SR 224, or the east side of 224.

E) Event use of the Shed shall be limited to no more than 75 (seventy five) people.

F) No additional exterior lighting is permitted for Events.

G) Events must comply with municipal noise ordinances.

H) If the Master Festival License permits the sale of merchandise, those sales must be subordinate to the primary event. No Event is allowed for the purpose of selling merchandise for a commercial enterprise.

March 8, 2006

Tom Bakaly  
City Manager  
445 Marsac Avenue  
PO Box 1480  
Park City, Utah 84060

NOTICE OF PLANNING COMMISSION ACTION

|                            |                                     |
|----------------------------|-------------------------------------|
| <u>Project Name</u>        | McPolin Farm                        |
| <u>Project Description</u> | Amendment to Conditional Use Permit |
| <u>Date of Action</u>      | March 1, 2006                       |

Action Taken By Planning Commission: The Planning Commission APPROVED the proposed amendment to the McPolin Farm Conditional Use Permit based on the following:

**Findings of Fact**

1. The McPolin Farm is a 135 acre property located in the Recreation Open Space District. Eighty-five acres are located west of Hwy 224. Approximately 50 acres are located east of Hwy 224.
2. The Planning Commission has approved two year Conditional Use Permits for the use of the building on March 28, 2001 and May 14, 2003.
3. The purpose of the ROS District is to establish and preserve districts for land uses requiring substantial areas of open land covered with vegetation and substantially free from structures, streets and parking lots; permit recreational uses and preserve open space lands; encourage parks, trails, golf courses and other private or public recreational uses; and preserve and enhance environmentally sensitive lands, such as wetlands, streams, corridors, and forests.
4. The proposed special events will not be located within the Frontage Protection Zone (FPZ).
5. The property is owned by Park City Municipal Building Authority, a.k.a. The City.

6. On June 5, 2003 the City Council passed and adopted Resolution No. 15-03, which amends Resolution 19-95. Resolution 15-03 states that special events are to be limited as to not interfere with the open space character of the Farm, and provides a guideline of “not more than 150 people” for passive summer events.
7. The property includes several important historic structures which have been restored, rehabilitated, and/or reconstructed at considerable public expense.
8. As of June 5, 2003, the McPolin farm house and the barn are not approved for human occupancy; however plans are underway to bring the farm house into building code and ADA compliance.
9. Public trails are located on the property.
10. McLeod Creek meanders through the property.
11. Public restrooms are located in the reconstructed shed building.
12. The McPolin Farm property is highly visible open space area on the entry to Park City.
13. The McPolin Farm has been consistently used for open space and public trail use since its acquisition by the City.
14. The Conditional Use Permit allows up to twelve (12) one-day, City Council-sponsored special public events per year.
15. Special event permits will be processed by City staff and reviewed and approved/denied by City Council. Event specific issues such as transportation parking, vending, and health requirements are reviewed through a Master Festival License process.
16. The proposed conditional use permit allows for the use of the farm complex including the newly reconstructed McPolin shed and appurtenant outdoor areas, and the farm house, subject to the conditions of the approval herein.
17. Each Master Festival License application is to include a City-approved event transit plan to transport event patrons to and from the farm site.
18. No additional special event exterior lighting will be permitted.
19. Public trail use of the property is permitted, including cross-country ski events. A winter trail pass may be required.
20. The restroom facilities in reconstructed shed building are to be open to the public trail users.
21. The findings from the analysis section are incorporated herein.
22. The applicant stipulates to all conditions of approval.
23. The Park City Police Department has not received any complaints at the McPolin Farm since the Planning Commission approved the conditional use permit at their March 28, 2001 meeting.

**Conclusions of Law**

1. The application complies with all requirements of the Land Management Code, specifically Section 15-1-10.
2. The use, as conditioned is compatible with surrounding structures in use, scale, mass, and circulation.
3. Any negative effects of the project have been mitigated through careful planning and conditions of approval.
4. The proposal is consistent with the Park City General Plan.

**Conditions of Approval**

1. Up to twelve (12) one-day, City Council-sponsored, special public events per year are permitted. Special event permits shall be processed by staff under a Master Festival License and reviewed and approved/denied by the City Council.
2. Use of the farm complex may include the newly reconstructed McPolin shed and appurtenant outdoor areas. Use of the McPolin Barn is not permitted under this conditional use permit. Use of the Farm house shall be allowed only if the structure is brought into building code and ADA compliance for public occupancy, subject to approval and occupancy limits set by the Chief Building Official.
3. No single event shall exceed 150 persons maximum per event.
4. Each special event shall include a City-approved event transit plan to transport event patrons to and from the farm site. No event patron parking will be permitted on the Farm property, including the east side of 224.
5. Parking along SR 224 during City-sponsored events is prohibited.
6. No additional exterior lighting shall be permitted for special events.
7. All special events must comply with the municipal noise ordinance.
8. Special events shall not preclude public trail use of the property. Use of the existing trail system for cross-country ski races shall not count towards the 12 permitted events.
9. The City's Special Events Department shall review all event components under a Master Festival License such as traffic, parking, transportation, signs, food service, attendance, lighting, and noise. Review of such items are coordinated with all City Departments as well as the Park City Fire District and Summit County Health Department.
10. Sales may be permitted if they are subordinate to the primary event, and no event shall be considered expressly for the purpose of selling merchandise for commercial enterprise.
11. Sale of merchandise shall be identified in the Master Festival License.
12. All standard conditions of approval apply.
13. All uses of the property shall comply with any deed restrictions the City Council places on the property.

Sincerely,

3. Prior to the receipt of a building permit, the applicant shall submit a plan for flood protection that will be reviewed by the Building Department. A flood elevation certificate or flood-proofing certificate is required.
4. Encroachments shall be removed or an encroachment and/or maintenance easement in a form approved by the Chief Building Official and City Attorney resolving the encroaching historic home will be dedicated on the proposed plat prior to recordation with the County Recorder.
5. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
6. A financial guarantee for public improvements including road repairs from utility installation shall be provided in a form acceptable to the City Attorney and in an amount acceptable to the City Engineer prior to plat recordation.
7. A ten-foot-wide public snow storage easement shall be dedicated along the Park Avenue frontage of the lot.
9. 3000 Park Avenue, McPolin Farm - Review of CUP extension

Planner Milliner reviewed the application for the CUP for the McPolin Farm. In 2001 the Planning Commission issued a conditional use permit allowing a total of 8 activities per year at the barn. Subsequently, the Planning Commission increased that number to 12 activities. Planner Milliner noted that the Planning Commission put a two year expiration on the conditional use permit as a test to see if the activities were working.

The latest extension has expired and the Staff is requesting further review of the conditional use permit application. The Staff recommended that the Planning Commission approve the CUP indefinitely without further review. The Staff report contained the analysis and conditions of approval that were originally placed on the barn, with the exception of eliminating the two year review and expiration.

Commissioner O'Hara clarified that the only change to the CUP was the elimination of the two year review. Planner Milliner replied that this was correct.

Vice-Chair Thomas opened the public hearing.

There was no comment.

Vice-Chair Thomas closed the public hearing.

MOTION: Commissioner O'Hara moved to APPROVE the revised Conditional Use Permit for the McPolin Farm according to the Findings of Fact, Conclusions of Law, and Conditions of Approval provided in the Staff report. Commissioner Sletten seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact - McPolin Farm CUP

1. The McPolin Farm is a 135 acre property located in the Recreation Open Space District. Eighty-five acres are located west of Hwy 224. Approximately 50 acres are located east of Hwy 224.
2. The Planning Commission has approved two year Conditional Use Permit for the use of the building on March 28, 2001 and May 14, 2003.
3. The purpose of the ROS District is to establish and preserve districts for land uses requiring substantial areas of open land covered with vegetation and substantially free from structures, streets, and parking lots; permit recreational uses and preserve open space lands; encourage parks, trails, golf courses, and other private or public recreational uses; and preserve and enhance environmentally sensitive lands, such as wetlands, streams, corridors, and forests.
4. The proposed special events will not be located within the Frontage Protection Zone (FPZ).
5. The property is owned by Park City Municipal Building Authority, a.k.a. The City.
6. On June 5, 2003 the City Council passed and adopted Resolution No. 15-03, which amends Resolution 19-95. Resolution 15-03 states that special events are to be limited as to not interfere with the open space character of the Farm, and provides a guidelines of "not more than 150 people" for passive summer events.
7. The property included several important historic structures which have been restored, rehabilitated, and/or reconstructed at considerable public expense.
8. As of June 5, 2003, the McPolin farm house and the barn are not approved for human occupancy; however plans are underway to bring the farm house into building code and ADA compliance.
9. Public trails are located on the property.

10. McLeod Creek meanders through the property.
11. Public restrooms are located in the reconstructed shed building.
12. The McPolin Farm property is highly visible open space area on the entry to Park City.
13. The McPolin Farm has been consistently used for open space and public trail use since its acquisition by the City.
14. The Conditional Use Permit allows up to twelve (12) one-day, City Council sponsored special public events per year.
15. Special event permits will be processed by City Staff and reviewed and approved/denied by City Council. Event specific issues such as transportation parking, vending, and health requirements are reviewed through a Master Festival License process.
16. The proposed conditional use permit allows for the use of the farm complex including the newly reconstructed McPolin shed and appurtenant outdoor areas, and the farm house, subject to the conditions of the approval herein.
17. Each Master Festival License application is to include a City-approved event transit plan to transport event patrons to and from the farm site.
18. No additional special event exterior lighting will be permitted.
19. Public trail use of the property is permitted, including cross-country ski events. A winter trail pass may be required.
20. The restroom facilities in reconstructed shed building are to be open to the public trail users.
21. The findings from the analysis section are incorporated herein.
22. The applicant stipulates to all conditions of approval.
23. The Park City Police Department has not received any complaints at the McPolin Farm since the Planning Commission approved the conditional use permit at their March 28, 2001 meeting.

Conclusions of Law - McPolin Farm CUP

1. The application complies with all requirements of the Land Management Code, specifically Section 15-1-10.
2. The use, as conditioned, is compatible with surrounding structures in use, scale, mass, and circulation.
3. Any negative effects of the project have been mitigated through careful planning and conditions of approval.
4. The proposal is consistent with the Park City General Plan.

Conditions of Approval - McPolin Farm CUP

1. Up to twelve (12) one-day, City Council-sponsored, special public events per year are permitted. Special event permits shall be processed by Staff under a Master Festival License and reviewed and approved/denied by the City Council.
2. Use of the farm complex may include the newly reconstructed McPolin shed and appurtenant outdoor areas. Use of the McPolin Barn is not permitted under this conditional use permit. Use of the Farm house shall be allowed only if the structure is brought into building code and ADA compliance for public occupancy, subject to approval and occupancy limits set by the Chief Building Official.
3. No single event shall exceed 150 person maximum per event.
4. Each special event shall include a City-approved event transit plan to transport event patrons to and from the farm site. No event patron parking will be permitted on the Farm property, including the east side of 224.
5. Parking along SR224 during City-sponsored events is prohibited.
6. No additional exterior lighting shall be permitted for special events.
7. All special events must comply with the municipal noise ordinance.
8. Special events shall not preclude public trail use of the property. Use of the existing trail system for cross-country ski races shall not count towards the 12 permitted events.
9. The City's Special Events Department shall review all event components under a Master Festival License such as traffic, parking, transportation, signs, food service, attendance, lighting, and noise. Review of such items are coordinated with all City

Departments as well as the Park City Fire District and Summit County Health Department.

10. Sales may be permitted if they are subordinate to the primary event, and no event shall be considered expressly for the purpose of selling merchandise for commercial enterprise.
11. Sales of merchandise shall be identified in the Master Festival License.
12. All standard conditions of approval apply.
10. 361 Ontario Avenue - Appeal of Planning Director's determination of the expansion of a non-complying structure

Vice-Chair Thomas stated that this item was inaccurately noticed as a public hearing, however a public hearing will not be heard this evening.

Director Putt explained the procedural steps for the appeal this evening. The appellant Robert Goldstein, is the property owner and he was represented by his attorney, Bruce Shapiro. Anthony Manu, the project designer, was also present. Director Putt explained that following an overview by the Staff and questions from the Planning Commission, the appellant and his representatives would have the opportunity to present their statements. Director Putt stated that although this matter is being conducted during the normal public hearing portion of the Planning Commission meeting, it is a quasi-judicial procedure. The Planning Commission will be sitting as judges reviewing a decision made by the Planning Director.

Director Putt stated that this particular appeal has to do with an existing structure located at 361 Ontario Avenue. The discussion relates to the expansion of a non-complying structure within the HR-1 zone. Director Putt reported that on November 16, 2005, the appellant submitted an application to remodel the building and to construct an addition. He provided the Planning Commission with photographs of the building to help them better understand the structure, its location, and its context. Director Putt stated that this is a non-historic house located in the historic residential HR-1 zone. Mr. Goldstein's property is approximately 3,000 square feet in size and measures 40 feet wide and 75 feet deep. The building is non-complying in term of side, front, and rear yard setbacks. It was built prior to the inclusion of the maximum building footprint that was added to the Land Management Code and, therefore exceeds the maximum building footprint allowed by the current LMC. The Staff report included a table that outlined the currently required setbacks and the current existing setbacks for this structure.

# Planning Commission Staff Report



**DATE:** February 15, 2006  
**DEPARTMENT:** Planning Department  
**TITLE:** McPolin Farm CUP  
**TYPE OF ITEM:** CUP for a public assembly use in R.O.S.

**RECOMMENDATION:** Review the Conditional Use Permit for a public assembly use including 12 city sponsored events yearly at the McPolin Farm. Staff Recommends that the Planning Commission remove the previous specific conditions of the approval which required the permit to be re-issued every 2 years.

## DESCRIPTION

Owners: Park City Municipal Corporation  
Applicant: Park City Municipal Corporation  
Location: 3000 Highway 224  
Zoning: Recreational Open Space (ROS)  
Project Planner: Ben Davis

## BACKGROUND

On March 28, 2001 the City Council approved a Conditional Use Permit to hold up to eight (8) city sponsored events per year at the Historic McPolin Farm. The original permit allowed use of the McPolin shed and outdoor areas of the farm with a maximum of 100 persons attending each event. The Conditional Use Permit was valid for two (2) years. Subsequent to the original issuance, at the March 26, 2003 planning meeting, four (4) additional events (now totaling 12) were granted per year and additional 50 persons allowed at each event. After several years of successful events and the original permit being re-issued two times, the City seeks to re-approve the CUP and eliminate the requirement to review the permit every two years to revise the original conditions to allow the current uses to continue.

## ANALYSIS

Because the original conditions of approval require the Conditional Use Permit to be reviewed every two years and the City has held several events at the farm without incident, the City seeks to re-approve the conditional use to allow the current uses to continue without having to be reissued every two years.

## STAFF ANALYSIS FOR COMPLIANCE WITH LMC STANDARDS FOR CONDITIONAL USE PERMIT

Staff has reviewed the modified conditional use permit for application per the standards set forth in the Land Management Code. Staff's comments are in *italics*.

**Criteria 1.** Size and location of the site: **COMPLIES.**

*No changes. The site size and location are suitable for the proposed uses. The McPolin Farm property consists of 85 acres on the west side of Hwy. 224. Approximately 50 acres of the farm property is located east of the highway. Vehicular access to the property is from Highway 224. Direct vehicular access to the farm compounds buildings is via an unpaved driveway and newly constructed bridge over McLeod Creek. (City vehicles and authorized vehicles only).*

**Criteria 2. Traffic considerations including capacity of the existing streets in the area: **COMPLIES.****

*No changes. The capacity of Hwy. 224, a major State highway, will not be adversely impacted by the proposed special events. Due to concerns related to turning movements onto/off-of the highway, a special event transit plan is proposed for shuttling special event patrons to and from the property. Each transit plan shall be reviewed and approved/denied by City Staff. Although there is a parking lot near the Farm on Highway 224, it is for trail users and not for patrons of events held at the Farm.*

**Criteria 3. Utility capacity: **COMPLIES.****

*No changes. All necessary public utilities are provided to the site.*

**Criteria 4. Emergency vehicle access: **COMPLIES.****

*Discussion initiated by staff at June 5, 2004 City Council Meeting adequately resolved emergency access issues. Access is provided via hwy. 224 and the farm access driveway.*

**Criteria 5. Location and amount of off-street parking: **COMPLIES.****

*No changes. No public event parking in or around the Farm compound is permitted. Event access will be via special event transit (see comments on Criteria #2).*

**Criteria 6. Internal vehicular and pedestrian circulation system: **COMPLIES.****

*No changes. All necessary internal vehicular circulation areas are provided in-site. Pedestrian circulation is also provided through the public transit (bus) system.*

**Criteria 7. Fencing, screening, and landscaping to separate the use from adjoining uses: **COMPLIES.****

*No changes. No additional fences or screening are proposed. No additional landscaping is proposed beyond the previously approved native plant material necessary for revegetation.*

**Criteria 8. Building mass, bulk, and orientation, and the location of buildings on the site; including orientation to buildings on adjoining lots: **COMPLIES.****

*No changes. No additional structures are proposed for the site.*

**Criteria 9. Usable open space: **COMPLIES.****

*No changes. The existing trail and open space will not be diminished by the proposed use.*

**Criteria 10. Signs and lighting: *COMPLIES.***

*No changes. No additional signs or exterior lighting are proposed.*

**Criteria 11. Physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing: *COMPLIES.***

*No changes. No changes to the existing buildings are proposed.*

**Criteria 12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off site: *COMPLIES.***

*No changes. Compliance with all municipal codes including noise and lighting will be a condition precedent to the issuance of any special event permit.*

**Criteria 13. Control of delivery and service vehicles, loading and unloading zones, and screening of trash pick-up areas: *COMPLIES.***

*No changes. Any necessary service delivery, loading, and trash removal will be reviewed as part of the special event permit review. Permit approvals will be conditioned as necessary to minimize adverse impacts.*

**Criteria 14. Expected ownership and management of the project: *COMPLIES.***

*No changes. Property to remain in City ownership.*

**Criteria 15. Sensitive lands Review: *NOT APPLICABLE.***

*The area within 100 feet of the Hwy. 224 right-of-way is in the FPZ; however no new construction is proposed in this area.*

**STAFF ACTION**

Staff has reviewed this project for compliance with the criteria for display of outdoor dining in the Land Management Code, and approved the proposed administrative Conditional Use Permit pursuant to the following Findings of Fact, Conclusions of Law and Conditions of Approval:

**Findings of Fact**

1. The McPolin Farm is a 135 acre property located in the Recreation Open Space District. Eighty-five acres are located west of Hwy 224. Approximately 50 acres are located east of Hwy 224.
2. The Planning Commission has approved two year Conditional Use Permits for the use of the building on March 28, 2001 and May 14, 2003.
3. The purpose of the ROS District is to establish and preserve districts for land uses requiring substantial areas of open land covered with vegetation and substantially free from structures, streets and parking lots; permit recreational uses and preserve open space lands; encourage parks, trails, golf courses and other private or public recreational uses; and preserve and enhance environmentally sensitive lands, such as wetlands, streams, corridors, and forests.

4. The proposed special events will not be located within the Frontage Protection Zone (FPZ).
5. The property is owned by Park City Municipal Building Authority, a.k.a. The City.
6. On June 5, 2003 the City Council passed and adopted Resolution No. 15-03, which amends Resolution 19-95. Resolution 15-03 states that special events are to be limited as to not interfere with the open space character of the Farm, and provides a guideline of “not more than 150 people” for passive summer events.
7. The property includes several important historic structures which have been restored, rehabilitated, and/or reconstructed at considerable public expense.
8. As of June 5, 2003, the McPolin farm house and the barn are not approved for human occupancy; however plans are underway to bring the farm house into building code and ADA compliance.
9. Public trails are located on the property.
10. McLeod Creek meanders through the property.
11. Public restrooms are located in the reconstructed shed building.
12. The McPolin Farm property is highly visible open space area on the entry to Park City.
13. The McPolin Farm has been consistently used for open space and public trail use since its acquisition by the City.
14. The Conditional Use Permit allows up to twelve (12) one-day, City Council-sponsored special public events per year.
15. Special event permits will be processed by City staff and reviewed and approved/denied by City Council. Event specific issues such as transportation parking, vending, and health requirements are reviewed through a Master Festival License process.
16. The proposed conditional use permit allows for the use of the farm complex including the newly reconstructed McPolin shed and appurtenant outdoor areas, and the farm house, subject to the conditions of the approval herein.
17. Each Master Festival License application is to include a City-approved event transit plan to transport event patrons to and from the farm site.
18. No additional special event exterior lighting will be permitted.
19. Public trail use of the property is permitted, including cross-country ski events. A winter trail pass may be required.
20. The restroom facilities in reconstructed shed building are to be open to the public trail users.
21. The findings from the analysis section are incorporated herein.
22. The applicant stipulates to all conditions of approval.
23. The Park City Police Department has not received any complaints at the McPolin Farm since the Planning Commission approved the conditional use permit at their March 28, 2001 meeting.

### **Conclusions of Law**

1. The application complies with all requirements of the Land Management Code, specifically Section 15-1-10.

2. The use, as conditioned is compatible with surrounding structures in use, scale, mass, and circulation.
3. Any negative effects of the project have been mitigated through careful planning and conditions of approval.
4. The proposal is consistent with the Park City General Plan.

### **Conditions of Approval**

1. Up to twelve (12) one-day, City Council-sponsored, special public events per year are permitted. Special event permits shall be processed by staff under a Master Festival License and reviewed and approved/denied by the City Council.
2. Use of the farm complex may include the newly reconstructed McPolin shed and appurtenant outdoor areas. Use of the McPolin Barn is not permitted under this conditional use permit. Use of the Farm house shall be allowed only if the structure is brought into building code and ADA compliance for public occupancy, subject to approval and occupancy limits set by the Chief Building Official.
3. No single event shall exceed 150 persons maximum per event.
4. Each special event shall include a City-approved event transit plan to transport event patrons to and from the farm site. No event patron parking will be permitted on the Farm property, including the east side of 224.
5. Parking along SR 224 during City-sponsored events is prohibited.
6. No additional exterior lighting shall be permitted for special events.
7. All special events must comply with the municipal noise ordinance.
8. Special events shall not preclude public trail use of the property. Use of the existing trail system for cross-country ski races shall not count towards the 12 permitted events.
9. The City's Special Events Department shall review all event components under a Master Festival License such as traffic, parking, transportation, signs, food service, attendance, lighting, and noise. Review of such items are coordinated with all City Departments as well as the Park City Fire District and Summit County Health Department.
10. Sales may be permitted if they are subordinate to the primary event, and no event shall be considered expressly for the purpose of selling merchandise for commercial enterprise.
11. Sale of merchandise shall be identified in the Master Festival License.
12. All standard conditions of approval apply.
13. All uses of the property shall comply with any deed restrictions the City Council places on the property.

## **MCPOLIN FARM DISCUSSIONS**

### **Excerpt from September 11, 2008 Work Session:**

**2. McPolin Farm Strategic Plan.** Denise Carey explained that staff is seeking direction on improvements to this significant piece of property, more specifically making it ADA compliant and more accessible to the public for recreation. In June 2006, the Council provided direction on capital projects which have been completed. Staff and the Friends of the Farm have fostered community use over the past six to eight years by holding events which have become very popular. The use of Farm trails and facilities have increased substantially over the years. She explained that currently she has to meet disabled visitors on site to accommodate them and asked for input on the installation of a paved ADA connection from the SR224 underpass to the barn and shed and an ADA paved trail to the display of the Farm antique equipment,. The third request is directing staff to formulate a plan for maintenance and long-term replacement of facilities in the 2010 budget and the fourth issue involves the interpretive hiking trail.

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

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

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

The Mayor suggested that nothing be planted in the lower field and pointed out that alfalfa will not grow in the wetlands area. Matt Twombly explained that the recommendation to plant alfalfa was prompted by the desire to preserve agricultural uses. Jim Hier suggested updating the chart and master plan to reflect current direction and Ms. Carey explained that some items, like the alfalfa field, is outdated. Ms. Erickson stated that she was contacted by a resident and shares the same concern about the broad statement of considering private uses at the Farm providing economic benefit. She felt this language should be discussed by members before the plan is finalized. Ms. Carey stated that this wording could be easily removed. Ms. Erickson encouraged staff to be sensitive to disturbing wildlife in the interpretive trail area with the construction of trails. Matt Twombly explained the nature of the trail which would not be paved and would remain a game trail. Tom Bakaly suggested refining the plan to reflect Council's comments and returning to Council for approval.

**Excerpt from October 16, 2008 Regular Meeting:**

4. Consideration of a Resolution adopting a Strategic Plan for the McPolin Farm and an Administrative Policy for use of the Farm Compound and buildings in Park City, Utah – Denise Carey stated that the plan reflects Council's direction from the September 11 work session. Mayor Williams suggested that the document reference the CRP easement on the property and staff agreed to add the language. Candace Erickson stated that she has no issues with the Strategic Plan but feels the Administrative Policy needs more discussion before finalizing. More specifically, she is concerned about uses, for instance making the property available for meetings for non-profit organizations or for celebrations when there are no standards or requirements in place. Ms. Erickson strongly felt that use should be pertinent to the Farm as an educational or cultural tool and the guidelines need to be refined. Liza Simpson agreed with Ms. Erickson's comments. Jim Hier pointed out that the CUP defines allowed uses for the Farm and should be mirrored in the Administrative Policy. The Mayor invited the public to comment. There was no input. Because of expressed concerns, Mark Harrington advised Council to adopt the Strategic Plan with direction to staff to return with an amended Administrative Policy. Jim Hier, "I so move". Liza Simpson seconded. Motion carried.

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

# City Council Staff Report



**Subject:** Event Policy Discussion  
**Author:** Max J. Paap  
**Department:** Sustainability  
**Date:** December 18, 2008  
**Type of Item:** Informational

## Summary Recommendation:

This report is informational. Council should re-affirm the direction that Special Events is heading in preparation for the 2009 Event Season is in alignment with Council goals.

## Background

The event climate in Park City has changed significantly over the past 5 years. After the Olympics, a conscious effort was put forth by the City to facilitate the event process and bringing more events to town as an Economic Development Tool. This represents the last time the process by which we regulate events was significantly overhauled. A Joint Venture between PCMC and the Park City Chamber/Bureau was entered into in September of 2005 to provide a central coordinated effort for all events and community activities. The result has been a continual increase in the number of events and total event days (Exhibit A). Council has continued to support this economic tool. During Council's 2008 January visioning session, staff was directed to amend the Economic Development Strategic Plan with a new "top priority" of:

- *Further develop and populate the event calendar; while continuing to balance impacts on community character and quality of life of residents, and quality of experience of visitors.*

The 2 –year work plan described in the visioning session included:

1. Continue to refine and make the application and review process more intuitive and user friendly.
2. Better align resources (especially Parks, Streets, Building Maintenance) to ensure staff can properly accommodate and address operational needs at events, without sacrificing normal responsibilities or taking on unnecessary overtime. This discussion may return during the budget process.
3. Continue to further develop and populate the Event Calendar; while being careful to consider and balance impacts on community character and quality of life by mitigating and minimizing potential impacts – especially in the downtown and residential cores.
4. Establish criteria to rank and prioritize events within the Event Calendar.
5. Focus on our world-class recreational amenities by making tournaments and recreational, tourism-based events a priority.
6. At the Park City Ice Arena and Sports Complex, favor local play to tourism events at the ice rink (75% local /25% tourism); while focusing on tourism use and tournament play on the fields (75% tourism to 25% local).

Staff has made significant progress towards above items 1 - 3. The event calendar is fairly intensive in the months of July and August, and with the addition of the Park Silly Sunday Market, the calendar has gained some continuity through the month of September. Working on communication and continuity on operational needs and management with Public Works is also an area of success. Staff finds there are some policy-related decisions that should start to be explored related to event management as we prepare for the 2009 event season in February. Although staff finds the current regulatory review

process and criteria is adequate, we believe establishment of new “criteria” and process will facilitate a better “mix” of events that will ultimately keep the calendar effective, interesting, and economically rewarding for the City. This process may also identify a need for minor “touch ups” to the Municipal Code.

### **Analysis:**

#### 2008 Internal Recap and Brainstorming meeting

A group met recently that included PCMC Ice, Sustainability, and the Park City Chamber Bureau/ Joint Venture position to discuss moving forward for the 2009 event season. Staff also discussed how the City regulates events with the HMBA, including a specific discussion on criteria to consider closures on Main Street.

Staff finds there are new strategies and changes that we will pursue unless otherwise directed. These include, but are not limited to:

#### Event Prioritization - Finding balance between Return on Investment & Community Character

- Create a review committee and establish criteria to “rate” prospective events. (PCMC Sustainability, , Ice, Recreation, Police , Building, Planning, Public Works, Council Liaison, Joint Venture with The Chamber, HMBA, Resorts, Basin Recreation, Lodging Community, Restaurant Association, Arts Council and Summit County)
- Weigh, rank, and understand event success between the Business Community and Lodging Community (ROI) vs. events that are Community Character building in their nature.
- Come up with a rating system or “points” that the review committee would use for prioritization
- Establish an application deadline for the year, i.e. February 1 – but, create criteria for special exceptions/appeals. Other resort towns (Vail and Telluride) have had success with this.
- More clearly define event types: Large Scale, Small Scale, Community or Participatory- Find good mix
- Identify appropriate time/seasons for continued population of event calendar
- Understand competing nature of Return on Investment and Sustainability when reviewing events
- Create event waste management & recycling program (more sustainable events)
- Establish criteria to consider closure of Main Street

#### Operational & Facility Considerations

- Differentiate & better understand event venues throughout town. Identify areas likely for growth (Main Street, Quinn's, City Park) vs. areas of potential conflict relocation/resistance, (Library, City Park).
- Consider separate use criteria for specific use areas
- Improve our goal to provide continued local access to public facilities and fields with the exclusive use needs of some events.
- Continue to expand notice efforts and opportunities for public/neighborhood input on event decisions prior to final City action or third party agreements.
- Identify if existing staff resources are adequate to support events and still provide high level of city services to the community
- Overhaul of SE/MFL application forms
- Creation and implementation of “Event Planning Guide” for prospective new event organizers

#### Municipal Code changes and Event Fee Schedule

- Are we generating enough revenue to cover staff operating expenses for regulating events? Staff is currently updating the Event Fee Schedule. This study will be completed for the 2010 budget.
- Amend the Municipal Code to:
  - o Define Event
  - o Address the sale of merchandise along the entry corridor
  - o Elimination or curtailing of merchandise sales (not approving “events” that are simply circumventing obtaining a Business License.

Staff intends to establish most of these prior to the commencement of the 2009 event season.

#### **Significant Impacts:**

By not reassessing, and being proactive in the Special Event process Staff feels that it could lead to a mix of events that has not taken into account many important Sustainable factors. Staff feels the need to weigh into the criteria and “fit” of new events as we continue to populate the event calendar. Funding for the Joint Venture with the Chamber/Bureau is \$75,000 per year and as stated before, is to provide a central coordinated effort for all events and community activities. It has created a more efficient and effective process for approval of events. With the increase in events days there has been an increased involvement of City staff in departments such as Public Works, Public Safety, Special Events, Streets, and Parks. In 2006 there was an increase in the Business License Fee that waived the following City Services:

- Main Street Cleaning
- Electronic Sign Rental
- Police Officer Time directing traffic; and
- Bus Service

At that time Council also gave the ability for the City Manger to waive the following:

- Application Fee
- Facility Rentals
- Field Rentals
- Use of Paid Parking Spaces and Bleachers

Again, Staff is currently updating the Fee Schedule for events to more accurately account for the amount of Staff time and resources needed to support the event calendar.

#### **Recommendation:**

Affirm the direction that Special Events is heading in preparation for the 2009 Event Season is in alignment with Council goals.

#### **Exhibit A – Event Day Numbers**

**Exhibit A**

| <b>Fiscal Year</b> | <b>Total #</b> | <b># of Days</b> | <b>Major</b> | <b>Spectator</b> | <b>Local/ Partic.</b> |
|--------------------|----------------|------------------|--------------|------------------|-----------------------|
| <b>2006</b>        | 60             | 170              | 9            | 7                | 44                    |
| <b>2007</b>        | 71             | 234              | 15           | 10               | 46                    |
| <b>2008</b>        | 82             | 294              | 19           | 16               | 47                    |

# MEMO



Executive Department

**To: City Council**  
**From: Tom Bakaly, City Manager**  
**Subject: 4<sup>th</sup> Quarter (October - December)**  
**Date: December 18, 2008**

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P.O. Box 1470  
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On December 18, 2008 we have scheduled time in work session for City Council to review goals and action items. Any changes can be made prior to Council's Visioning in late January where Council typically does a more thorough review of goals.

We continue to tentatively add new action items to your goal status report based upon individual input from Council members, the Mayor and Staff. Those items are in bold and need to be affirmed by Council.

The report also includes quarterly summaries related to traffic calming and neighborhood service requests. This work session will provide an opportunity to for departments to provide operational updates on Council goals if requested.

## 2008 Park City Goals & Targets for Action - 4th Quarter Report (October - December)

Top Priority

### Goal 1 Quality and Quantity of Water - Dana Williams and Candace Erickson; Alternate, Jim Hier

#### Target for Action / Actions / Staff Coordinator

| Initial Target Date | Revised Target Date | Status |
|---------------------|---------------------|--------|
|---------------------|---------------------|--------|

#### 1. Pipeline Preferred Project Agreements - Kathy Lundborg

Determine a preferred project with Weber Basin and Bureau of Reclamation

1. Quinn's Treatment Plant - begin design
2. Design of Pipeline Improvements
3. Pipeline Construction Begins
4. Quinn's Treatment Plant - Begin Construction

|        |        |         |
|--------|--------|---------|
| Dec-08 |        | Pending |
| Jan-07 | Jan-09 | Pending |
| Apr-09 | Mar-09 | Pending |
| Sep-09 |        | Pending |

#### 2. Judge Water Treatment Plants - Kathy Lundborg/Jerry Gibbs

1. Determine Scope and Timing for Plant Design and Construction (now part of Quinn's

water treatment plant)

2. NPDES Permit

3. PCMC conceptual design for treatment at proposed Quinn's water treatment plant

4. Judge delivery system to Quinn's Water Treatment Plant construction

|        |                  |                    |
|--------|------------------|--------------------|
| Aug-04 | Jun-09           | Pending            |
| Sep-05 | Jun-09           | Pending            |
| Apr-06 | Aug-09<br>Dec-10 | Pending<br>Pending |

#### 3. Other Water Solutions - Supply Options/Conservation - Jerry Gibbs/Kathy Lundborg

1. Summit County, Snyderville Basin Water Reclamation District Cooperation

Discussions/Stream Flow Enhancements

2. JSSD Water Discussions

3. Water Rate Methodology Discussions

4. Water Demand Reduction Plan

5. Supply/Demand Update to City Council

6. Water Demand Reduction Plan - Review landscaping requirements/limits

|        |        |          |
|--------|--------|----------|
| Annual |        | Ongoing  |
| Annual |        | Ongoing  |
| Mar-08 |        | Complete |
| Dec-07 | Jul-08 | Complete |
|        | Jan-09 | Pending  |
|        | Jun-09 | Pending  |

#### 4. Water Funding Strategy - Kathy Lundborg/Jerry Gibbs

1. Pursue future appropriations and authorizations

Annual

Ongoing

| 2008 Park City Goals & Targets for Action - 4th Quarter Report (October - December)                      |                     |                     |             |             |
|----------------------------------------------------------------------------------------------------------|---------------------|---------------------|-------------|-------------|
| Top Priority                                                                                             |                     |                     |             |             |
| Goal 2 Preservation of Park City Character - Liza Simpson and Dana Williams; Alternate, Candace Erickson |                     |                     |             |             |
| Target for Action / Actions / Staff Coordinator                                                          | Initial Target Date | Revised Target Date | Status      |             |
| 1. Old Town Improvements - Jonathan Weidenhamer and Dave Gustafson                                       |                     |                     |             |             |
| Downtown Projects                                                                                        |                     |                     |             |             |
| 1. Town Plaza/Swede Alley                                                                                |                     |                     |             |             |
| •Renew concept discussions about plaza                                                                   |                     |                     |             |             |
| •Small Plaza/Historic Wall - Concept Plan                                                                |                     |                     |             |             |
| 2. Shell Space                                                                                           |                     |                     |             |             |
| •Construction complete                                                                                   |                     |                     |             |             |
| 3. Marsac Building                                                                                       |                     |                     |             |             |
| •Construction complete                                                                                   |                     |                     |             |             |
|                                                                                                          | Jan-09              | Feb-09              | Pending     | Pending     |
|                                                                                                          | Apr-07              | Oct-08              | Complete    | Complete    |
|                                                                                                          | Oct-08              | Nov-09              | In Progress | In Progress |
| 2. Affordable Housing - Phyllis Robinson                                                                 |                     |                     |             |             |
| 1. Snow Creek Affordable Housing                                                                         |                     |                     |             |             |
| •Pre-MPD application for Snow Creek Parcel                                                               |                     |                     |             |             |
| •Subdivision/MPD application                                                                             |                     |                     |             |             |
| •Groundbreaking                                                                                          |                     |                     |             |             |
| •Completion in 2009                                                                                      |                     |                     |             |             |
| 2. Seasonal Housing Needs Assessment - Overcrowding Issues                                               |                     |                     |             |             |
| 3. Quarterly Housing Status Report - Set 2008 in lieu fees                                               |                     |                     |             |             |
| 4. Monitor Developer Obligations                                                                         |                     |                     |             |             |
| 5. Housing General Plan Element Review and Update                                                        |                     |                     |             |             |
| 6. Analysis of deed restrictions and selection criteria                                                  |                     |                     |             |             |
| 7. Seasonal Housing Workgroup                                                                            |                     |                     |             |             |
|                                                                                                          | Jun-07              | Jan-08              | Complete    | Complete    |
|                                                                                                          | Jun-07              | Aug-08              | In Progress | In Progress |
|                                                                                                          |                     | May-09              | Pending     | Pending     |
|                                                                                                          |                     | Oct-09              | Pending     | Pending     |
|                                                                                                          |                     | Nov-08              | Complete    | Complete    |
|                                                                                                          |                     | Dec-08              | Pending     | Pending     |
|                                                                                                          | Jun-08              |                     | Ongoing     | Ongoing     |
|                                                                                                          | Ongoing             |                     | Pending     | Pending     |
|                                                                                                          | Aug-08              | Jan-09              | In Progress | In Progress |
|                                                                                                          | Nov-07              | Mar-09              | Complete    | Complete    |
|                                                                                                          | Ongoing             |                     |             |             |
| 3. Trash and Recycling - Jerry Gibbs                                                                     |                     |                     |             |             |
| 1. Joint County Trash and Recycling Study                                                                |                     |                     |             |             |
| 2. Decision on recycling facility relocation                                                             |                     |                     |             |             |
| 3. Mandatory Commercial/Institutional Cardboard Recycling                                                |                     |                     |             |             |
|                                                                                                          |                     | Sep-08              | Completed   | Completed   |
|                                                                                                          | Jun-09              | Mar-09              | Pending     | Pending     |

| Target for Action / Actions / Staff Coordinator                                                                  | Initial Target Date | Revised Target Date | Status             |
|------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|--------------------|
| <b>4. Environmental Initiatives - Diane Foster</b>                                                               |                     |                     |                    |
| 1. Implement Strategic Plan                                                                                      | Ongoing             |                     | Ongoing            |
| 2. Inventory CO2 emissions from City Operations                                                                  | Oct-07              | Aug-08              | <b>Completed</b>   |
| 3. Explore mandatory green building initiatives                                                                  |                     | Jan-09              | In Progress        |
| <b>4. Develop Municipal Department Level CO2 Emission Reduction Plans</b>                                        | <b>Nov-08</b>       | <b>Mar-09</b>       | <b>In Progress</b> |
| 5. Inventory CO2 emissions and <b>water consumption</b> from entire PC community                                 | Dec-08              | <b>Mar-09</b>       | In Progress        |
| 6. Develop employee carpool campaign                                                                             |                     | <b>Jul-09</b>       | In Progress        |
| 7. Energy audits of Council member homes                                                                         | Oct-08              | TBD                 | In Progress        |
| 8. Implement general municipal building efficiency measures                                                      | Apr-09              |                     | In Progress        |
| 9. Install solar panels at Park City Ice Arena                                                                   | May-09              |                     | In Progress        |
| <b>10. Implement community CO2 emission and water consumption reduction program in conjunction with partners</b> | <b>Aug-09</b>       |                     | <b>In Progress</b> |
| <b>11. Measure environmental footprint of City operation</b>                                                     |                     | <b>Sep-09</b>       | <b>Not Started</b> |
| 12. Rocky Mountain Energy Grant Use                                                                              | Jun-07              | <b>Oct-09</b>       | In Progress        |
| <b>5. Historic Preservation - Thomas Eddington</b>                                                               |                     |                     |                    |
| 1. Historic District Guideline Revisions                                                                         | Oct-08              | <b>Dec-08</b>       | In Progress        |
| 2. Develop Landmark/Significant Status Inventory                                                                 | Ongoing             | <b>Jan-09</b>       | In Progress        |
| 3. Amend LMC as needed; including Steep Slope                                                                    |                     | <b>Jan-09</b>       | In Progress        |
| <b>4. General Plan Update</b>                                                                                    | <b>Jun-09</b>       |                     | In Progress        |
| <b>6. Senior Issues - Phyllis Robinson</b>                                                                       |                     |                     |                    |
| 1. Conduct assessment of Senior Center and other services (i.e., Assisted Living Center)                         |                     | <b>Feb-09</b>       | Pending            |
| <b>7. Staffing Plan for Sustainable Vision and Implementation</b>                                                |                     |                     |                    |
| 1. Revise self-managed teams work plan to frame policy direction and implement Council Goals                     | Ongoing             |                     | Ongoing            |
| <b>8. Park City Heights Task Force and Annexation - Thomas Eddington</b>                                         |                     |                     |                    |
| 1. Completion of Task Force Discussion                                                                           | Jun-07              |                     | Complete           |
| 2. Annexation - PC review and recommendation to CC on Development Agreement                                      | Dec-07              | <b>Apr-08</b>       | Complete           |
| 3. Annexation - City Council Determination                                                                       |                     | <b>Jan-08</b>       | Pending            |
| <b>4. Master Planned Development (MPD) for site</b>                                                              | <b>Jul-09</b>       |                     | <b>Pending</b>     |
| <b>9. Emergency Transitional Needs (Peace House) - Phyllis Robinson</b>                                          |                     |                     |                    |
| 1. Needs Assessment                                                                                              | Oct-08              | <b>May-09</b>       | In Progress        |
| <b>10. City Owned Property Master Plan (Park Ave/Woodside Ave) - Phyllis Robinson</b>                            |                     |                     |                    |
| 1. Identify site alternatives                                                                                    | Oct-08              | <b>May-09</b>       | In Progress        |

## 2008 Park City Goals & Targets for Action - 4th Quarter Report (October - December)

Top Priority

### Goal 3 Effective Transportation and Parking System - Jim Hier and Roger Harlan; Alternate, Liza Simpson

| Target for Action / Actions / Staff Coordinator                                           | Initial Target Date | Revised Target Date | Status             |
|-------------------------------------------------------------------------------------------|---------------------|---------------------|--------------------|
| <b>1. Neighborhood Traffic Management - Kent Cashel</b>                                   |                     |                     |                    |
| <b>See Attached Neighborhood Traffic Management Summary Report</b>                        |                     |                     |                    |
| 1. Review Neighborhood Traffic Management Policy                                          | Jan-08              | Mar-08              | Complete           |
| <b>2. Regional Transportation - Kent Cashel</b>                                           |                     |                     |                    |
| 1. Enhance Transit Marketing                                                              | Annual              |                     | Ongoing            |
| 2. Implement employee carpool incentive program                                           | Annual              |                     | Ongoing            |
| 3. Complete Environmental Assessment work on Ironhorse Site for expanded Transit Facility | Jun-08              |                     | Complete           |
| 4. Secure land for <b>future satellite</b> transit maintenance storage facility           | <b>Sep-09</b>       |                     | In Progress        |
| <b>3. Transportation Strategic Plan - Kent Cashel</b>                                     |                     |                     |                    |
| 1. Alternative Transportation/Walkability Study                                           | Jun-06              | Mar-07              | Complete           |
| 2. Annual Progress Report to City Council                                                 | Annual              |                     | Annual             |
| 3. Implement Transportation Plan Strategies                                               | Ongoing             |                     | Ongoing            |
| 4. Implement Task Force Recommendations                                                   | Sep-07              |                     | Ongoing            |
| 5. Increase Bio-Fuel Mix - <b>Run 50/50 bio-pilot program in Trolley</b>                  | Sep-08              | <b>Aug-09</b>       | In Progress        |
| 6. Update Strategic Plan to include pedestrian-bicycle and transit modes                  | Dec-08              | <b>Feb-09</b>       | Pending            |
| <b>4. Public Parking - Brian Andersen, Kent Cashel</b>                                    |                     |                     |                    |
| 1. Winter Usage Report and review paid parking hours                                      | Mar-08              | May-08              | Complete           |
| 2. Discussion with HMBA re: drop off zones                                                | Apr-08              | Aug-08              | <b>Complete</b>    |
| <b>3. Conduct Main Street Circulation Study</b><br><i>Sidewalk width - outdoor dining</i> | <b>May-09</b>       |                     | <b>In progress</b> |
| <b>5. Community Transportation Plan - Kent Cashel, Jonathan Weidenhamer</b>               |                     |                     |                    |
| 1. Park and Ride                                                                          |                     | <b>Jun-09</b>       | In Progress        |
| 2. Entry Corridor                                                                         |                     | <b>Jun-09</b>       | Ongoing            |

| Target for Action / Actions / Staff Coordinator              | Initial<br>Target<br>Date | Revised<br>Target<br>Date | Status      |
|--------------------------------------------------------------|---------------------------|---------------------------|-------------|
| <b>6. Highway 248</b>                                        |                           |                           |             |
| 1. Short Term Assessment and Options (Phase I)               | Apr-08                    | May-08                    | Complete    |
| 2. Long Term Assessment and Options (Phase II)               | Apr-08                    | Jan-09                    | In Progress |
| <b>7. Snow Removal - Pace Erickson</b>                       |                           |                           |             |
| 1. Assess, compile and address small action items            | Jun-08                    | Nov-08                    | Complete    |
| 2. Update on timeliness, cost, storage and hauling tradeoffs | Jun-08                    | Nov-08                    | Complete    |
| 3. Plan for future enhancements including walkability        | Jun-08                    | Nov-08                    | Complete    |
| 4. Snow Removal Sidewalk Ordinance Discussion                |                           | Nov-08                    | Complete    |

## 2008 Park City Goals & Targets for Action - 4th Quarter Report (October - December)

Top Priority

**Goal 4 World Class, Multi-Seasonal/Resort Community - Jim Hier and Liza Simpson; Alternate, Joe Kernan**

**Target for Action / Actions / Staff Coordinator**

| Initial<br>Target<br>Date | Revised<br>Target<br>Date | Status |
|---------------------------|---------------------------|--------|
|---------------------------|---------------------------|--------|

### 1. Economic Development - Jonathan Weidenhamer

1. Implementation of 2008-10 Economic Development Plan
2. ED Grant follow-up - Park City Institute
3. **Tents and Temporary Structures**
4. City-wide market analysis & carrying capacity study

|               |               |                    |
|---------------|---------------|--------------------|
| Ongoing       |               | Ongoing            |
| Oct-08        | <b>Dec-08</b> | <b>Pending</b>     |
| <b>Dec-08</b> |               | <b>In Progress</b> |
|               | Jan-09        | In Progress        |

### 2. Support for Arts - Sharon Bauman

1. Art in Public Places Implementation
2. Police Facility Lobby Art Installation
3. Poison Creek Fish Sculpture Installation
- 3 4. Bus Shelter Implementation - Completion of ArtsKids Shelter
  - Release RFP for additional shelters (Phase II)

|         |               |                 |
|---------|---------------|-----------------|
| Ongoing |               | Ongoing         |
|         | Sep-08        | Complete        |
| Oct-08  | <b>Nov-08</b> | <b>Complete</b> |
| Oct-08  | <b>Nov-08</b> | <b>Complete</b> |
|         | Nov-08        | <b>Complete</b> |

### 3. Community Amenities and Events: Evaluation, Future Direction - Jonathan Weidenhamer

1. Museum Expansion
2. Strategic Plan for farm - Fire access, trail and display of artifacts
3. KPCW Sale
4. Event Calendar
  - Criterion to prioritize and allow Main Street closure**
  - Event Fees, revenues and enforcement**

|               |  |                    |
|---------------|--|--------------------|
| In Progress   |  | In Progress        |
| Jan-09        |  | In Progress        |
| <b>May-09</b> |  | <b>In Progress</b> |
|               |  | Complete           |
| <b>Jun-09</b> |  | <b>In Progress</b> |
| <b>Jun-09</b> |  | <b>In Progress</b> |

| 2008 Park City Goals & Targets for Action - 4th Quarter Report (October - December)                                       |                     |                     |             |  |
|---------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|-------------|--|
| High Priority                                                                                                             |                     |                     |             |  |
| Goal 5 Recreation, Open Space and Trails - Candace Erickson and Liza Simpson; Alternate, Joe Kernan                       |                     |                     |             |  |
| Target for Action / Actions / Staff Coordinator                                                                           | Initial Target Date | Revised Target Date | Status      |  |
| <b>1. Ongoing Open Space Acquisition - Diane Foster, Matt Twombly</b>                                                     |                     |                     |             |  |
| 1. Flagstaff - Distribution of open space contribution                                                                    | Mar-04              |                     | Ongoing     |  |
| 2. Gambel Oak - Legislation                                                                                               | Oct-04              | Jan-09              | Pending     |  |
| 3. Red Maple/Air Force                                                                                                    | Oct-04              | May-09              | Ongoing     |  |
| <b>4. Kimball Junction and Round Valley parcels with County</b>                                                           | Dec-08              |                     | In Progress |  |
| 5. Other Properties                                                                                                       | Ongoing             |                     | Ongoing     |  |
| <b>2. Conservation Easements - Myles Rademan, Diane Foster</b>                                                            |                     |                     |             |  |
| 1. Additional easement monitoring on new acquisitions                                                                     | Aug-05              |                     | Pending     |  |
| 2. Conservation Easement on Clissold                                                                                      | Jun-08              | Jun-09              | In Progress |  |
| <b>3. Trails - Matt Twombly</b>                                                                                           |                     |                     |             |  |
| 1. Round Valley Trails - Friends of Trails                                                                                | Sep-07              | Dec-08              | Complete    |  |
| •Quinn's Loop Trails                                                                                                      |                     |                     | In Progress |  |
| 2. Trailhead Parking Phase II - as sites are available                                                                    |                     | Dec-08              | Complete    |  |
| •Cove and Round Valley Way                                                                                                |                     |                     | In Progress |  |
| 3. Implementation of miscellaneous WALC Recommendations                                                                   |                     |                     | Complete    |  |
| 4. Review funding level required for trail maintenance standards in trails master plan and present during budget hearings | Mar-08              |                     |             |  |
| 5. Inventory to Develop Maintenance Plan and Budget for FY 2010                                                           | May-08              | Mar-09              | In Progress |  |
| 6. Investigate maintenance standards compared to Basin Recreation for trails                                              | May-08              | Mar-09              | In Progress |  |
| <b>7. Citywide Pedestrian/Street Lighting guidelines consistent with Trails Master Plan and reconstruction</b>            | Jan-09              |                     | In Progress |  |

| Target for Action / Actions / Staff Coordinator                                    |  | Initial<br>Target<br>Date | Revised<br>Target<br>Date | Status             |
|------------------------------------------------------------------------------------|--|---------------------------|---------------------------|--------------------|
| <b>4. Neighborhood Parks/City Park - Ken Fisher/Matt Twombly</b>                   |  |                           |                           |                    |
| 1. Lights on basketball and volleyball courts                                      |  | Jun-07                    | Jun-08                    | Complete           |
| 2. Old Town Park (Wisniewski) Construction Contract Issued                         |  | Feb-08                    | Aug-08                    | <b>Complete</b>    |
| • <b>Construction Complete</b>                                                     |  | Jun-08                    | <b>Apr-09</b>             | In Progress        |
| 3. Dog Park - Construction Complete                                                |  | Jan-08                    | Aug-08                    | <b>Complete</b>    |
| • Dog Park - Formation of Friends Group                                            |  | Jan-08                    | <b>Feb-09</b>             | <b>In Progress</b> |
| 4. Creekside Park on Holiday Ranch Loop - Conceptual Design presented to CC        |  | Aug-08                    |                           | Complete           |
| • CUP for Park Development                                                         |  | Oct-08                    | <b>Jan-09</b>             | Pending            |
| • <b>Bid for park construction</b>                                                 |  | <b>Feb-09</b>             |                           | <b>Pending</b>     |
| • <b>Begin park construction</b>                                                   |  | <b>May-09</b>             |                           | <b>Pending</b>     |
| 5. Explore options for covering the skatepark                                      |  | <b>May-09</b>             |                           | <b>Pending</b>     |
| 6. Begin Master Plan for north and south ends of City Park                         |  | <b>May-09</b>             |                           | <b>Pending</b>     |
| <b>5. Ice Rink - Stacey Noonan</b>                                                 |  |                           |                           |                    |
| 1. Ice Arena Completion - final punch list                                         |  | Aug-06                    | <b>Jan-09</b>             | In Progress        |
| 2. Purchase and Install Video Display System for Lobby                             |  | Dec-08                    | Jan-09                    | Complete           |
| 3. Upgrade Sound System                                                            |  | Apr-08                    | <b>Jan-09</b>             | Complete           |
| 4 Redesign Ice Arena Website                                                       |  | Apr-08                    | <b>Jan-09</b>             | Complete           |
| 5 Complete Energy Efficiency Initiative                                            |  |                           |                           |                    |
| • Install solar panels on south roof of ice arena                                  |  | Mar-08                    | <b>May-09</b>             | In Progress        |
| • Recommendation - future capital improvements                                     |  | Mar-08                    | <b>May-09</b>             | In Progress        |
| 6. Work with PAAB to install art murals                                            |  | <b>Dec-08</b>             | Jun-09                    | In Progress        |
| 7. Install Natural Gas Line for Facility                                           |  | Nov-08                    | Jun-09                    | In Progress        |
| 8. Install new scoreboards inside ice arena and on sports fields                   |  | Aug-08                    | Aug-09                    | In Progress        |
| <b>6. Recreation and Racquet Club: Next Steps - Ken Fisher</b>                     |  |                           |                           |                    |
| 1. Dirt Jump Park - See Holiday Ranch Loop Park                                    |  |                           |                           |                    |
| 2. Racquet Club/Recreation                                                         |  |                           |                           |                    |
| • Recommendation - future capital improvements                                     |  |                           | Jan-08                    | Complete           |
| • Recommendation to City Council for funding                                       |  |                           | Jun-08                    | Complete           |
| 3. Racquet Club Renovation                                                         |  |                           |                           |                    |
| • RFP for Design Services, Selection of Design Firm, Contract for Council approval |  | Dec-08                    |                           | <b>Complete</b>    |
| • Development of schematic design                                                  |  |                           |                           | In Progress        |
| • <b>Presentation of design to Public and Council</b>                              |  | <b>Dec-08</b>             | <b>Jan-09</b>             | <b>Pending</b>     |
| • Planning Commission review                                                       |  | <b>Jan-09</b>             |                           | <b>In Progress</b> |

| Target for Action / Actions / Staff Coordinator                              |  | Initial<br>Target<br>Date | Revised<br>Target<br>Date | Status          |
|------------------------------------------------------------------------------|--|---------------------------|---------------------------|-----------------|
| <b>7. Outdoor Recreation Complex - Matt Twombly</b>                          |  |                           |                           |                 |
| 1. Phase II Improvements                                                     |  | FY'10                     |                           | Pending         |
| <b>8. Walkability Implementation Phase I - Matt Twombly, Heinrich Deters</b> |  |                           |                           |                 |
| 1. Bond and Walkable Advisory Liaison Committee Prioritization               |  | Mar-08                    | May-08                    | Complete        |
| 2 Project approved during budget process                                     |  | Mar-08                    | Jun-08                    | <b>Complete</b> |
| 3. Implementation                                                            |  | 2009/10                   |                           | Ongoing         |
| • Little Kate                                                                |  | <b>Aug-09</b>             |                           | <b>Pending</b>  |
| • SR248 Tunnel - Construction Complete                                       |  | <b>Oct-09</b>             |                           | <b>Pending</b>  |

| 2008 Park City Goals & Targets for Action - 4th Quarter Report (October - December)                                                                                                  |                     |                     |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|---------|
| High Priority                                                                                                                                                                        |                     |                     |         |
| Goal 6 Regional Collaboration and Partnerships                                                                                                                                       |                     |                     |         |
| Target for Action / Actions / Staff Coordinator                                                                                                                                      | Initial Target Date | Revised Target Date | Status  |
| 1. Transportation - Kent Cashel<br>See Goal 3                                                                                                                                        |                     |                     |         |
| 2. Flagstaff-Wasatch County - Tom Bakaly<br>1. Work with Wasatch County re SR-224 and public versus private access                                                                   | Ongoing             |                     | Ongoing |
| 3. Recreation - Ken Fisher<br>See Goal 5                                                                                                                                             |                     |                     |         |
| 4. Health - Pace Erickson<br>1. Noxious weed coordination and enforcement on private property                                                                                        | Ongoing             |                     | Ongoing |
| 5. Water - Kathy Lundborg/Jerry Gibbs<br>See Goal 1                                                                                                                                  | Ongoing             |                     | Ongoing |
| 6. Solid Waste - Jerry Gibbs and Joe Kernan<br>1. Implementation of Solid Waste Alternatives                                                                                         | Ongoing             |                     | Pending |
| 7. Mosquito Abatement - Pace Erickson<br>1. Continued coordination with Summit County                                                                                                | Ongoing             |                     | Ongoing |
| 8. Library - Linda Tillson<br>1. Library Reciprocal Borrowing for Summit County Students                                                                                             | Ongoing             |                     | Ongoing |
| 9. Inter-Agency Task Force<br>1. Continued Participation                                                                                                                             | Ongoing             |                     | Ongoing |
| 10. Open Space Acquisition<br>See Goal 5                                                                                                                                             | Ongoing             |                     | Ongoing |
| 11. Carbon Advisory Board - Diane Foster<br>1. Engage Summit County and other groups (non-profit, HMBA, Chamber, School District) in reducing water consumption and carbon emissions | Apr-08              |                     | Ongoing |

## 2008 Park City Goals & Targets for Action - 4th Quarter Report (October - December)

### Other Priorities

#### Goal 7 Open and Responsive Government to the Community - Roger Harlan and Joe Kernan; Alternate, Jim Hier

| Target for Action / Actions / Staff Coordinator                                           | Initial<br>Target<br>Date | Revised<br>Target<br>Date | Status             |
|-------------------------------------------------------------------------------------------|---------------------------|---------------------------|--------------------|
| <b>1. Community Vision 2015 and Beyond - Phyllis Robinson, Craig Sanchez</b>              |                           |                           |                    |
| 1. Community Visioning Plan                                                               |                           |                           |                    |
| a. Council Direction on RFP                                                               | Jun-08                    |                           | Complete           |
| b. Facilitator Proposals Due                                                              | Sep-08                    |                           | <b>Complete</b>    |
| c. Project Deliverables                                                                   |                           |                           |                    |
| 1. Implement Community Dialogues (1-4 months)                                             | Jan-09                    |                           | Pending            |
| 2. Develop Core Values and Community Ideals (5-6 months)                                  | Mar-09                    |                           | Pending            |
| 3. Vision Action Plan (6-9 months)                                                        | Jul-09                    |                           | Pending            |
| 2. Update Material for Vision Presentations Annually following Council Visioning sessions | Annual                    |                           | Annual             |
| 3. Review 2nd Homeowners Social                                                           | Annual                    |                           | Annual             |
| 41                                                                                        |                           |                           |                    |
| <b>2. Budget Review &amp; Benchmark - Bret Howser</b>                                     |                           |                           |                    |
| 1. Monthly Budget Monitoring Program Implementation                                       |                           | Nov-08                    | <b>Complete</b>    |
| 2. Phase II Benchmarks determined with CAST                                               |                           | <b>Jan-09</b>             | <b>In Progress</b> |
| 3. Finance/Citywide software system conversion                                            |                           |                           |                    |
| a. Position Budgeting - pending Budget Module                                             | Dec-08                    | <b>Jun-09</b>             | <b>Scheduled</b>   |
| b. Budget                                                                                 | Dec-08                    | <b>Jun-09</b>             | <b>Scheduled</b>   |
| <b>3. Customer Service: Evaluation and Action Plan - Craig Sanchez, Myles Rademan</b>     |                           |                           |                    |
| 1. Accountability/responsibility training for Staff                                       | Quarterly                 |                           | Ongoing            |
| 2. City "Fam" Tours                                                                       | Annual                    |                           | Ongoing            |
| 3. Employee Survey & Training - communication of results                                  | Annual                    |                           | Ongoing            |

| Target for Action / Actions / Staff Coordinator                                                                                  |  | Initial<br>Target<br>Date | Revised<br>Target<br>Date | Status               |
|----------------------------------------------------------------------------------------------------------------------------------|--|---------------------------|---------------------------|----------------------|
| <b>4. Public Safety - Wade Carpenter</b>                                                                                         |  |                           |                           |                      |
| 1. Develop Policy and Implement Tasers - <b>Training Complete</b>                                                                |  | Nov-07                    | Sep-08                    | <b>Complete</b>      |
| 2. Emergency Resopnse Plan Update                                                                                                |  |                           |                           |                      |
| <b>a. Staff Training NIMS ICS-400</b>                                                                                            |  | Aug-07                    | <b>Dec-08</b>             | <b>Ongoing</b>       |
| <b>b. Reformatting in process</b>                                                                                                |  | Dec-07                    | <b>Dec-08</b>             | <b>In Progress</b>   |
| 3. Community Oriented program - Citizens Academy                                                                                 |  | Dec-07                    | Apr-09                    | In Progress          |
| 4. Lexipol Service Evaluation (Comprehensive Police Policy Manual Program based on model policies developed by a national board) |  | Dec-08                    | Sep-09                    | Pending Legal Review |
| <b>5. Senior Elected Officials Emergency Training</b>                                                                            |  | <b>Feb-09</b>             |                           | <b>Pending</b>       |
| <b>5. Communications - Phyllis Robinson, Scott Robertson, Myles Rademan</b>                                                      |  |                           |                           |                      |
| 1. Leadership 101                                                                                                                |  | Ongoing                   |                           | Ongoing              |
| 2. Media Seminars                                                                                                                |  | Ongoing                   |                           | Ongoing              |
| 3. Sustainability Promotion                                                                                                      |  | Ongoing                   |                           | Ongoing              |
| 4. Park City University                                                                                                          |  | Ongoing                   |                           | Ongoing              |
| 5. Communications Strategic Plan and Website Upgrade                                                                             |  | Apr-08                    | <b>Mar-09</b>             | In Progress          |

| <b>2008 Park City Goals &amp; Targets for Action - 4th Quarter Report (October - December)</b>      |                                       |                                                |                                                           |                       |
|-----------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------------|-----------------------------------------------------------|-----------------------|
| <b>Neighborhood Traffic Management Summary Report<br/>Attachment "A" to Quarterly Status Report</b> |                                       |                                                |                                                           |                       |
| <b>Location</b>                                                                                     | <b>Date Received/<br/>Phase 1 Mtg</b> | <b>Citizen Concerns</b>                        | <b>Phase 1 Follow-up</b>                                  | <b>Date Completed</b> |
| <b>Aerie Drive</b>                                                                                  |                                       |                                                |                                                           |                       |
|                                                                                                     | Sep-08                                | •Speed signs on Aerie                          | •Field Study                                              | Sep-08                |
|                                                                                                     | Oct-08                                |                                                | •Committee meeting and Action                             | Oct-08                |
|                                                                                                     |                                       |                                                | •Install Signs                                            | Nov-08                |
| <b>McHenry/Rossi Hill</b>                                                                           |                                       |                                                |                                                           |                       |
|                                                                                                     | Sep-08                                | •Sight lines at intersection                   | •Field Study and Data Gathering                           | Oct-08                |
|                                                                                                     | Oct-08                                |                                                | •Committee Meeting                                        | Oct-08                |
|                                                                                                     |                                       |                                                | •Implement Action Plan                                    | Nov-08                |
| <b>American Saddler</b>                                                                             |                                       |                                                |                                                           |                       |
|                                                                                                     | Sep-08                                | •Need for stop sign at Ashley Ct. Intersection | •Field Study and Data Gathering                           | Oct-08                |
|                                                                                                     | Nov-08                                | •Need for lane striping                        | •Committee Meeting                                        | Nov-08                |
|                                                                                                     |                                       |                                                | •Implement Action Plan                                    | Apr-09                |
| <b>Moray Court and Bonanza Drive</b>                                                                |                                       |                                                |                                                           |                       |
|                                                                                                     | Sep-08                                | •Vehicle speeds and intersection sight lines   | •Field Study and Data Gathering                           | Oct-08                |
|                                                                                                     | Nov-08                                |                                                | •Committee Meeting                                        | Nov-08                |
|                                                                                                     |                                       |                                                | •Implement Action Plan                                    | Nov-08                |
| <b>Lucky John Drive (Monitor to Little Kate)</b>                                                    |                                       |                                                |                                                           |                       |
|                                                                                                     | Sep-08                                | •Vehicle speeds                                | •Field Study and Data Gathering                           | Oct-08                |
|                                                                                                     | Nov-08                                | •Parking                                       | •Committee Meeting                                        | Nov-08                |
|                                                                                                     |                                       |                                                | •Implement Action Plan                                    | Nov-08                |
| <b>Venus Court</b>                                                                                  |                                       |                                                |                                                           |                       |
|                                                                                                     | Sep-08                                | •Need No Outlet Sign                           | •Field Study and Data Gathering                           | Oct-08                |
|                                                                                                     | Oct-08                                |                                                | •Committee Meeting                                        | Oct-08                |
|                                                                                                     |                                       |                                                | •Implement Action Plan                                    | Nov-08                |
| <b>Woodside Avenue</b>                                                                              |                                       |                                                |                                                           |                       |
|                                                                                                     | Mar-08                                | •Wintertime traffic flow (request for one-way) | •Meet with neighborhood to unders                         | Jun-08                |
|                                                                                                     | Apr-08                                |                                                | •Develop initial response and timeline to process request | Aug-08                |
|                                                                                                     |                                       |                                                | •Gather and analyze data on request                       | Jan-09                |
|                                                                                                     |                                       |                                                | •Final response to request                                | Mar-09                |

|                                                                                                                                                                                                               |        |                 |                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------|----------------------------------------------------------------------------|
| <b>2008 Park City Goals &amp; Targets for Action - 4th Quarter Report (October - December)</b>                                                                                                                |        |                 |                                                                            |
| <b>Neighborhood &amp; Business District Needs Assessment<br/>Request for Elevated Levels of Service Request (RELS) Attachment "B" to Quarterly Report</b>                                                     |        |                 |                                                                            |
| <u>Status Report</u><br>Staff met with neighborhood and prioritized requests - Project 1 sidewalk on Deer Vally Drive completed. Bus stop installed. School bus stop pending completion by private developer. |        |                 |                                                                            |
| <b>Target for Action / Actions / Staff Coordinator</b>                                                                                                                                                        |        |                 |                                                                            |
| <b>1. Pedestrian Lighting - Matt Twombly</b>                                                                                                                                                                  |        |                 |                                                                            |
| 1. Install street and pedestrian lights from Stonebridge condos to roundabout                                                                                                                                 | Dec-07 | lost identifier | No City funding;<br>private funds: Deer Valley Resort;<br>Neighborhood SID |
| 44                                                                                                                                                                                                            |        |                 |                                                                            |
| <b>2. Bus Stop - Jonathan Weidenhamer</b>                                                                                                                                                                     |        |                 |                                                                            |
| 1. Construction of permanent school bus stop as a public improvements associated with construction of 601 & 605 Deer Valley Drive (NE corner of DV Dr. & Sunnyside)                                           | Oct-08 | Pending         | Private                                                                    |
| 2. Concrete pad installed. Shelter to be installed winter 08-09. Concrete pad was installed too close to fire hydrant. Bus shelter redesigned and reordered to accommodate concrete pad and fire hydrant      | Aug-07 | Aug-08          | Existing PW                                                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>2008 Park City Goals &amp; Targets for Action - 4th Quarter Report (October - December)</b></p>                                                                                                                                                                                                                                                                                                                                                                                                              | <p><b>Neighborhood &amp; Business District Needs Assessment<br/>Request for Elevated Levels of Service Request (RELS) Attachment "B" to Quarterly Report</b></p> |
| <p><u>Status Report</u><br/> Traffic Calming process evolved into Walkability Study / Bond process to address capital projects requested.<br/> Walkable Implementation - Approved with 2008 budget<br/> Formation of Walkability Advisory Liaison Committee (WALC) - contingent on bond passing 10/078<br/> Approval of Walkability Bond - 11/07<br/> WALC recommendations finalized and adopted by City Council during FY2009 budget<br/> Implementation Plan and Schedule assigned to staff project managers</p> |                                                                                                                                                                  |

**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
DECEMBER 4, 2008**

**I ROLL CALL**

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, December 4, 2008. Members in attendance were Dana Williams, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Candace Erickson was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Sharon Bauman, Deputy City Recorder; and Kayla Sintz, Planner

**II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

1. Council disclosure – Joe Kernan disclosed that Talisker is among his recycling customers.
2. Council updates – Liza Simpson relayed that the Historic Preservation Board forwarded a positive recommendation to the Council on the Historic District Design Guidelines. Mayor Williams reported that the Utah Water Resources Board granted Park City a \$10 million loan for water infrastructure projects at an interest rate of 0%. Tom Bakaly stated that the City received a higher bond rating from Standard & Poors from AA- to AA which translates into about a \$140,000 savings related to the upcoming \$10 million bond issuance.

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

1. Street recreational areas - Richard Miller, Park Meadows resident, suggested not salting certain streets in certain neighborhoods thereby creating a snow-packed environment where people could cross-country ski, sled, etc. Salt damages roads and landscaping and walking on snow-packed streets is more enjoyable. He didn't feel it creates a safety hazard because it would only be done in 20 mph zones where there is limited residential traffic. He clarified that he still wants the streets plowed, just not salted. Mr. Miller suggested trying this on an experimental basis and suggested Park Meadows, specifically Holiday Ranch Loop.
2. Kudos from Mountain Trails Foundation – Executive Director Carol Potter referred to the manager's report where grooming was addressed. She emphasized the great relationship between Mountain Trails, the City, and Basin Recreation. She applauded employee Heinrich Deters' efforts and noted the progress in providing a quality 25 mile cross-county product to the community.

**IV RESIGNATIONS AND APPOINTMENTS**

1. Consideration of resignation of Historic Preservation Board member – The Mayor requested a motion to continue. Roger Harlan, “I so move”. Liza Simpson seconded. Motion carried.

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

2. Consideration of the appointment of ~~three~~ two members to the Historic Preservation Board for terms expiring July 2011 – The Mayor recommended the appointment of Roger Durst and Ken Martz. Joe Kernan, “I move we approve the appointment of Roger Durst and Ken Martz to the HPB”. Jim Hier seconded. Motion carried.

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

3. Consideration of appointing Tom DeLeone to fill and unexpired term on the Police Appeals Board for a term expiring July 2010 – Liza Simpson, “I move we appoint Tom DeLeone to fill an unexpired term on the Police Appeals Board for a term expiring July 2010”. Joe Kernan seconded. Motion carried.

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

## **V OLD BUSINESS**

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 comments from the audience, closed the public hearing. Mark Harrington advised that there will be an update on the project on December 18 regardless of the status of annexation agreement. Roger Harlan, “I move that we continue the Park City Heights annexation to December 18, 2008”. Liza Simpson seconded. Motion carried.

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

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

1. Consideration of a Resolution accepting designation of specified areas within the municipality to be Utah Recycling Market Development Zones – Sharon Bauman explained that staff requests approval of a resolution authorizing staff to file for a five year renewal with the Utah Recycling Market Development Zone Program. Park City first became a member in 1999 and renewed again in 2004. She explained that the program offers economic development tools to recycling businesses within our community and eligible businesses can apply for state tax credits and are provided access to the state's economic development professionals. Deer Valley, Flagstaff, Deer Crest, Thaynes Canyon, Iron Canyon and Aspen Springs are excluded from the program area. Joe Kernan stated that he will abstain from discussing and voting as owner of a local recycling business. The Mayor invited public input; there was none. Jim Hier, "I move we approve a resolution authorizing the staff to apply for the continued designation of Park City as a recycling market development zone". Liza Simpson seconded. Motion carried.

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

2. Consideration of an Ordinance approving the extension of the 68 Prospect Street Replat, an amendment to Lots 8, 9 and 10 of Block 18 of the Park City Survey, Park City, Utah – Planner Kayla Sintz explained that the applicant requests a one year extension to record the plat amendment for 68 Prospect Street. The applicant has made significant progress over the past year and has completed the Historic District Design review process. The project is compliant with all setbacks. As a condition of the reconstruction of the historic building on a newly created lot, staff is working with the applicant on a financial guarantee which has triggered the request for the extension. Roger Harlan asked the amount of the financial guarantee and Ms. Sintz advised that it is being negotiated now but the guarantee may be in the form of a lien on the property. The Mayor opened the public hearing.

Ruth Gezelius, Prospect resident, pointed out two corrections to the staff report. With no further input, the public hearing was closed.

Jim Hier, "I move we approve the 68 Prospect Street plat amendment extension as conditioned". Liza Simpson seconded. Motion carried.

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

3. Consideration of an Ordinance approving the First Amended Union Square Condominium Record of Survey Plat located at 201 Heber Avenue, Park City, Utah (aka Sky Lodge) – Kayla Sintz explained that the proposed condo amendment reflects the designated ADA unit, as-built construction conditions, and realigns the pedestrian easement. A condition of approval provides that the pedestrian easement be kept clear of off site furniture. The Mayor opened the public hearing; there were no comments rendered from the audience and the public hearing was closed. Roger Harlan, "I move approval of an ordinance approving the First Amended Union Square Condominium Record of Survey Plat located at 201 Heber Avenue also known as Sky Lodge". Jim Hier seconded. Motion carried.

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

## **VII ADDITIONAL DISCUSSION – AGENDA ITEMS**

In response to a comment from Joe Kernan, Tom Bakaly stated that staff will explore the street recreation areas suggested by Mr. Miller.

## **VIII ADJOURNMENT**

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

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:** Quinn's Junction Water Treatment Plant  
Membrane Procurement  
**Author:** Kathy Lundborg  
**Department:** Public Works/Water  
**Date:** December 18, 2008  
**Type of Item:** Administrative

### **Summary Recommendations:**

Staff recommends Council authorize the City Manager to execute a Procurement Contract, in a form approved by the City Attorney, with Pall Corporation for the procurement of the Quinn's Junction Water Treatment Plant Membrane Equipment for a lump sum amount of \$2,011,132.

Staff recommends Council authorize the City Manager to execute a Procurement Contract, in a form approved by the City Attorney, with Pall Corporation for the procurement of the Temporary Treatment Equipment for a lump sum amount of \$272,265.

Staff recommends Council authorize the City Manager to execute a Procurement Contract, in a form approved by the City Attorney, with Pall Corporation for the procurement of the Engineering Services for the permanent and temporary Membrane Systems for an amount of \$132,100.

### **Topic/Description:**

Water Strategic Plan: Source Strategies & Policies

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

Park City's Quinn's Junction Water Treatment Plant

### **Background:**

This month the Expanded Lost Creek Canyon Project is scheduled to be complete which will deliver Park City's 2500 acre-feet of water to the top of Promontory. Staff has completed the environmental and engineering analysis of the raw water pipeline alignment to deliver the water from the top of Promontory to Quinn's Junction and the possible water treatment plant sites.

The water treatment plant building and plumbing will be designed for the ultimate size of 9 MGD; initially membrane equipment will be purchased and installed for 3 MGD. As the demand grows over time, additional membrane equipment will be added to the plant in the future to incrementally upgrade to 9 MGD. Initially, the raw water source for the water treatment plant is from Rockport Reservoir, with Judge Tunnel water and future storage reservoir being added in the future.

In October, Council authorized the Professional Services Agreement with Carollo Engineers to design the water treatment plant. As part of the design, the membrane system that will treat the water needs to be procured. Additionally, it is Staff's intent to provide temporary treatment for next summer by procuring temporary treatment equipment. The temporary equipment would be truck-mounted, located near the future water treatment plant site and would be temporarily connected to the new raw water line scheduled to be constructed late winter/early spring of 2009. A finished waterline is also being designed to deliver the treated water to the Quinn's Recreation Complex which will also provide the water supply into the rest of the City. Procurement for the permanent and temporary membrane systems is being contemplated by this staff report. Additionally, the engineering work required from the supplier for these systems is proposed as a separate contract.

Procurement packages were sent to the four existing suppliers that could meet the technical requirements for the membrane system. Carollo was in communication with the four suppliers throughout the proposal preparation period. Three of the four suppliers submitted proposals: Pall, GE, and Siemens.

**Analysis:**

Carollo's team of experts reviewed the three proposals submitted. As their attached Membrane Proposal Evaluation explains, a matrix was used to evaluate the proposals. A Staff Selection Committee of seven which included Water Department personnel, Public Works personnel, and the City Engineer provided independent importance factor weighting for the evaluation matrix criteria. With the methodology of individual importance factor weighting used, the varying experience and expertise of the Staff Selection committee is represented in the evaluation.

The results of the evaluation were that the overall Committee score rated Pall the highest. On an individual basis, four of the seven Committee members scored Pall the highest and the other three rated GE the highest.

The attached cost summary shows that Pall is not the lowest cost system. However, due to other factors such as Experience and Performance Record of Supplier, Pall is still the highest scoring supplier. The Selection Committee's evaluation results in a risk-averse recommendation versus the low cost system. Carollo's attached Memo summarizes some of the risk factors associated with GE.

The estimated cost of the membrane system was budgeted at \$2M. Pall's system is ~\$143K over that budget. A "Gap Water Supply" project was included in the FY09 water CIP in anticipation of this sort of need, and was budgeted at \$400K. The \$143K and the temporary treatment system would be covered by that budget.

With the time sensitive nature of the completion of the water treatment plant and the critical nature of having a reliable water supply to the City, it is Staff's recommendation to procure the Pall membrane system.

Council could direct Staff to select GE as the membrane supplier to save upfront capital cost. The risks outlined in the attached memo would then be assumed by the City. Potential risks include schedule delays, future discontinuation of the product, and downtime and delays due to operational issues.

If Council modifies the recommended action and directs Staff to contract with GE for the procurement of the membrane system, risks discussed briefly above and in detail in the attached memo will be assumed by the City. Staff would proceed with the design of the treatment plant with the GE system.

The Water Agreement being contemplated with the proposed Park City Heights annexation defines a completion date of the water treatment plant of no later than November 30, 2010. If the water treatment plant completion is later, Phases beyond the limited initial Phase One of the Park City Heights development could proceed and the City would accept the risk in being able to provide enough water.

Additionally, other large developments are scheduled to be online by that time including the Montage and the IHC Hospital. In a dry year such as 2007, the City's sources are currently maxed out. The additional reliable water supply the City has been planning and paying for since 1996 is vital.

Staff feels that the additional certainty that the proven Pall system provides is worth the additional cost.

**Department Review:**

Public Works, Engineering, Legal, Budget, Finance, and the City Manager have reviewed this Staff Report.

**Alternatives:**

**A. Approve:**

Staff recommends Council authorize the City Manager to execute a Procurement Contract, in a form approved by the City Attorney, with Pall Corporation for the procurement of the Quinn's Junction Water Treatment Plant Membrane Equipment for a lump sum amount of \$2,011,132.

Staff recommends Council authorize the City Manager to execute a Procurement Contract, in a form approved by the City Attorney, with Pall Corporation for the procurement of the Temporary Treatment Equipment for a lump sum amount of \$272,265.

Staff recommends Council authorize the City Manager to execute a Procurement Contract, in a form approved by the City Attorney, with Pall Corporation for the procurement of the Engineering Services for the permanent and temporary Membrane Systems for an amount of \$132,100.

**B. Deny:**

Staff does not recommend this option. The water treatment plant is vital to ensuring reliable water delivery to the City, to meet contractual obligations with IHC and to meet anticipated delivery agreements with Park City Heights.

**C. Modify:**

Council could direct Staff to select GE as the membrane supplier to save upfront capital cost. The risks as outlined in the attached memo including potential schedule delays, future discontinuation of the product, and operational issues causing delays and downtime are then assumed. Staff does not recommend this option.

**D. Continue the Item:**

Staff does not recommend this option. The time sensitive nature of completing the water treatment plant project does not allow for many delays in schedule.

**E. Do Nothing:**

Staff does not recommend this option. The water treatment plant is vital to ensuring reliable water delivery to the City, to meet contractual obligations with IHC and to meet anticipated delivery agreements with Park City Heights.

**Significant Impacts:**

The City has been paying \$125K per year in reservation fees on the 2500 acre feet of water to Weber Basin Water Conservancy District (WBWCD) for 12 years. Beginning in January, the City will pay the assessment to WBWCD for half of the water and the annualized capital costs of the infrastructure at Rockport Reservoir totaling nearly \$500K for FY09. The water will be available this month. Without the vital infrastructure to deliver culinary to the City, the City will get no benefit for the cost of the water.

The City will need to bond to pay for the water treatment plant, raw water line, and finished water line. These projects total about \$14M. The recent Authorization by the Utah Division of Water Resources for an interest buy down to 4% will help save the City money in the bonding process. Bonding is estimated to occur in late January.

**Consequences of not taking the recommended action:**

As discussed above in the analysis section, if Council modifies the recommended action and directs Staff to contract with GE for the procurement of the membrane system, risks discussed briefly above and in detail in the attached memo will be assumed by the City. Staff would proceed with the design of the treatment plant with the GE system.

Staff feels that the additional certainty that the proven Pall system provides is worth the additional cost.

**Recommendation:**

Staff recommends Council authorize the City Manager to execute a Procurement Contract, in a form approved by the City Attorney, with Pall Corporation for the procurement of the Quinn's Junction Water Treatment Plant Membrane Equipment for a lump sum amount of \$2,011,132.

Staff recommends Council authorize the City Manager to execute a Procurement Contract, in a form approved by the City Attorney, with Pall Corporation for the procurement of the Temporary Treatment Equipment for a lump sum amount of \$272,265.

Staff recommends Council authorize the City Manager to execute a Procurement Contract, in a form approved by the City Attorney, with Pall Corporation for the procurement of the Engineering Services for the permanent and temporary Membrane Systems for an amount of \$132,100.

**Template 11.07**

## MEMORANDUM

**Project Name:** Quinns Water Treatment Plant  
**Client:** Park City Municipal Corp  
**To:** Kathy Lundborg  
**From:** Cory Christiansen  
**Subject:** Membrane proposal Evaluation  
**Distribution:** file

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**Date:** December 8, 2008

**Project Number:** 8143A.10

The evaluation of membrane proposals is complete, with the apparent preferred proposal being submitted by Pall Corporation. The evaluation of proposals included a review of exceptions to contract requirements, technical and process design, exceptions to technical and equipment requirements, capital and present worth costs, experience of equipment supplier, track record of proposed system and equipment, operation and maintenance requirements, and ability to meet proposed schedule. Membrane equipment proposals were received from GE, Pall, and Siemens on Thursday, November 30. The Siemens proposal was submitted directly to Park City. Shipping records were reviewed to confirm that the proposal was submitted on time. Proposals from GE and Pall were received in the Carollo, Salt Lake City office. Evaluation of the proposal commenced on Friday, November 21. Reviews were completed by Carollo and Park City staff, including membrane process advisors and legal council.

Equipment suppliers were contacted during the evaluation process to clarify equipment and process information and to ensure that the proposed equipment was evaluated fairly and consistently.

An evaluation matrix was utilized to determine the apparent preferred proposal. The matrix provides a score for each proposal using importance factors and proposal ratings. The scores are used as a quantifiable representation of the relative strength of each proposal. Before proposals were received, members of the project team assigned an importance factor to each of the evaluation criteria individually. The following evaluation criteria were listed in the request for proposals, and were included in the matrix:

- Ability to meet contractual requirements
- Ability to meet technical requirements
- Proposed process design
- Proposed equipment
- Experience and performance record of supplier
- Performance record of proposed system
- System operation and maintenance requirements

- Service facility location
- Present worth analysis
- Capital cost - permanent system
- Capital cost - temporary system
- Cost of installation and training
- Ability to meet schedule

Each proposal was evaluated by members of the design team including technical advisors, process engineers, and legal council. Proposal ratings were developed by these reviewers for use in the matrix.

Within the matrix, the proposal rating is multiplied by the importance factor to assign a score for each evaluation criteria. The sum of these scores is the proposal's overall score. The matrix was used to evaluate the proposals using each project team member's importance factors separately, and using an average of assigned importance factors for each criterion. The individual evaluations resulted in four out of seven team members scoring Pall as the preferred proposal, with three scoring GE higher. The evaluation utilizing the averaged importance factors scored Pall's proposal the highest.

The evaluation of the proposals recognizes several strengths to the Pall proposal. These strengths include:

- Pall has installed and operated more pressure membrane systems than any other membrane supplier in the US. They have a proven record with the proposed system of successful operation over many years.
- The proposed Pall system is very similar to the system currently utilized in the Mt. Regional facility at Signal Hill. The City can benefit from the experience gained in the operation of the Mt Regional facility and may benefit from shared resources and experience during operation of the new facility.
- Pall has a proven track record of meeting schedules and system performance with the proposed system. The acceptance of their proposal poses the least possible risk to the City of not meeting the tight schedule required by this project.

The pressure membrane system proposed by GE will be the first full-scale installation of a pressure membrane system by this company. Although GE is very experienced in the design, construction, and installation of membrane systems in general, and is recognized as a leader in the membrane industry, there were risks identified in the evaluation of the GE proposal. These risks are as follows:

- Some certifications are yet to be obtained by GE for this system. If any delay or setback were to occur in obtaining certification of the system, the result would be a delay to the project.
- Although GE is a well established company in the membrane industry, the proposed system is a new product for them. As with all new products under development, there is a risk that the product could be seen as unprofitable by GE management and be discontinued.
- Equipment design, delivery, installation, programming, and start-up will be unproven for the proposed system. This may lead to unforeseen delays to the project schedule.

- Although GE is experienced in the production of submerged membrane systems, this is their first installation of a pressure system. The pressure system includes a slightly different membrane housed and operated in a very different manner. The membrane module is the heart of the membrane system. The integrity of the membrane module is critical to performance and long-term viability of the system. Although GE has conducted extensive testing of its membrane module, the module is not proven in any full-scale installations. There is an inherent risk in being the first installation for this system that the system could experience operational issues that result in system downtime and possibly module replacement.

The evaluation also accounted for the strengths of the GE proposal, which include GE's leadership in the membrane industry and proven ability to provide excellent service.

Using the evaluation matrix approach, all of the risks and strengths listed above were identified and given weight according to the experience of the review team. The results of the evaluation indicate that the risks of being the first GE pressure membrane installation outweigh the possible cost savings identified.



## Membrane Proposal Summary

Client: Park City Municipal Corp.

Date: 11/21/2008

By: IDH

|                                                | Vendor: GE         | Vendor: Pall       | Vendor: Siemens    | Comments |
|------------------------------------------------|--------------------|--------------------|--------------------|----------|
| <b>3 MGD Membrane System</b>                   |                    |                    |                    |          |
| Engineering Services                           | \$179,000          | \$132,100          | \$200,000          |          |
| Membrane System                                | \$1,619,900        | \$2,011,132        | \$2,098,000        |          |
| Subtotal                                       | \$1,798,900        | \$2,143,232        | \$2,298,000        |          |
| <b>Temporary Membrane System</b>               |                    |                    |                    |          |
| Temporary Membrane System Cost                 | \$117,400          | \$185,265          | NA                 |          |
| Cost per Additional Month                      | \$39,114           | \$29,000           | NA                 |          |
| <b>Total Cost for Six Months</b>               | \$234,742          | \$272,265          |                    |          |
| Alternative Temporary Membrane System Cost     | NA                 | NA                 | \$539,000          |          |
| Cost per Additional Month Alternative System   | NA                 | NA                 | \$131,000          |          |
| High Capacity Temporary System Cost            | \$265,250          | \$252,712          | \$940,000          |          |
| Cost per Additional Month High Capacity        | \$57,290           | \$42,000           | \$230,000          |          |
| <b>Pilot Membrane System</b>                   |                    |                    |                    |          |
| 3 Month Pilot Cost                             | \$38,000           | \$20,000           | \$21,000           |          |
| Cost per Month Past 3 Months                   | \$6,000            | \$5,000            | \$5,000            |          |
| <b>Cost Comparison</b>                         | <b>GE</b>          | <b>Pall</b>        | <b>Siemens</b>     |          |
| Capital (Membrane + Engineering Services)      | \$1,798,900        | \$2,143,232        | \$2,298,000        |          |
| PW Cost of Annual O&M & 10 Yr Memb Replacement | \$476,823          | \$521,402          | \$568,111          |          |
| <b>Total PW Cost</b>                           | <b>\$2,275,723</b> | <b>\$2,664,634</b> | <b>\$2,866,111</b> |          |
| Trains                                         | 4                  | 4                  | 4                  |          |
| Future Trains                                  | 7                  | 6                  | 9                  |          |
| Max Flux @ 20 degrees C (GFD)                  | 53.6               | 48.9               | 47.9               |          |
| Recovery                                       | 92%                | 92%                | 93.5%              |          |

**DOCUMENT 00520A**

**PROCUREMENT  
MEMBRANE FILTRATION EQUIPMENT CONTRACT**

THIS PROCUREMENT CONTRACT (herein called Contract) is by and between Park City Municipal Corporation (herein called OWNER) and \_\_\_\_\_ (herein called SUPPLIER).

OWNER and SUPPLIER, in consideration of the mutual covenants herein set forth, agree as follows:

**ARTICLE 1 - GOODS AND SERVICES**

---

1.01 SUPPLIER shall provide Goods and Services as specified or indicated in the Procurement Documents based on the acceptance by OWNER of SUPPLIER's Proposal.

1.02 The Goods and Services are generally described as follows: Furnish a Membrane Filtration System for the Quinn Water Treatment Plant (QWTP), which will be owned and operated by Park City Municipal Corporation. The equipment to be provided shall consist of microfiltration (MF) or ultrafiltration (UF) membranes suitable for treatment of imported surface water to the specified design conditions. The design capacity of QWTP shall be 3 million gallons per day (mgd), expandable to a future capacity of 9 mgd. The Membrane Filtration System includes, but is not limited to, furnishing membrane modules, membrane racks complete with support frames, feed pumps, backwash pumps, automatic backwashing strainers, membrane cleaning systems, chemical feed systems, chemical transfer pumps, air blowers, air compressors and receivers, piping within skid limits, valves, instrument and control systems, programmable logic controller, local control panels, spare parts, operations and maintenance (O&M) manuals, delivery, functional testing, performance testing, training, and various other field services. These items will be procured by the OWNER, and then assigned to a Construction Contractor.

1.03 The following Services are required: Fabrication, installation and start-up assistance, and field-testing as described within these documents.

1.04 The agreed upon Goods and Services shall be provided within the dates or number of days established by the following schedule:

|                                                                       |                |
|-----------------------------------------------------------------------|----------------|
| Delivery of preliminary Operation and Maintenance manuals to ENGINEER | August 1, 2009 |
| Delivery of equipment to Point of Delivery                            |                |
| Earliest acceptable delivery                                          | March 1, 2010  |
| Completion of delivery                                                | April 1, 2010  |
| Delivery of final Operation and Maintenance manuals to ENGINEER       | April 1, 2010  |

1.05 The places where Goods are to be delivered (Point of Delivery) is designated as:

Park City Water Dept.  
1053 Iron Horse Dr.  
Park City, Utah 84060

## ARTICLE 2 - ENGINEER

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2.01 The Project has been designed by Carollo Engineers, P.C. who is referred to in the Procurement Documents as ENGINEER. ENGINEER, and its duly authorized agents, are to act as OWNER's representatives and assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the General Conditions of this Procurement Contract.

## ARTICLE 3 - PAYMENT AND PROCEDURES

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3.01 The total value of this Contract is listed by the SUPPLIER in Section 00300 (Paragraph 1.09, Schedule A, Line a).

3.02 Progress Payments. SUPPLIER shall submit an Application for Payment to CONTRACTOR, claiming the amount due in accordance with the schedule of payments and the Procurement Documents.

3.03 Schedule of Payments. SUPPLIER shall be entitled to claim payments for Goods and Services in accordance with the following schedule:

| <u>Goods and Services Provided</u>                                                                           | <u>Payment (Cumulative<br/>Percentage of Contract<br/>Price)</u> |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Receipt of preliminary O&M Manual                                                                            | 5                                                                |
| Receipt and acceptance of all equipment in acceptable condition                                              | 85                                                               |
| Completion of installation by CONTRACTOR, including startup, field testing, installation check, and training | 95                                                               |
| Final acceptance by OWNER                                                                                    | 100                                                              |

3.04 Final Payment. Upon completion of installation and final acceptance by OWNER of all Goods and Services of the SUPPLIER, final payment and release of retainage may be claimed by SUPPLIER through the CONTRACTOR.

Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

## ARTICLE 4 - LIQUIDATED DAMAGES

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4.1 Liquidated damages will be assessed should SUPPLIER fail to meet specific contract milestones and for failure to provide a membrane filtration system that meets the Proposed Guaranteed Performance Criteria (as entered in the GUARANTEED PERFORMANCE SCHEDULE in Section 00300) and the performance requirements specified in Section 11005, and other design criteria.

4.2 Should SUPPLIER fail to complete the work, or any part thereof, in the time specified in Article 1 of this section, or within such extra time as may have been allowed for delays by extensions, and should such failure be attributable to the SUPPLIER, SUPPLIER shall reimburse OWNER for the additional expense and damage for each day that the Contract remains uncompleted after the specified completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the Contract is the per diem rate stipulated below. The said amounts are hereby agreed upon as a reasonable representation of the loss to OWNER on account of expense due to the delayed completion of the work.

4.3 It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as damages which have accrued against SUPPLIER on account of delay caused by the SUPPLIER. The liquidated damages set forth in this Article shall constitute the OWNER'S sole and exclusive remedy for delay by SUPPLIER in achieving completion of the Work within the time specified in Article 1 of this section. In no event shall SUPPLIER be required to pay liquidated damages if the payment of such damages would cause the aggregate of all such damages paid under this provision of the Procurement Documents to exceed 10 percent of the contract price.

4.4 The SUPPLIER agrees that if this Contract is awarded and SUPPLIER fails to meet any of the following conditions, liquidated damages shall be paid to the OWNER at the rates indicated below. Liquidated damages will be assessed if any of the following conditions occur:

4.4.1 Condition No. 1: Failure to deliver the Membrane Filtration System to QWPT within the time frame stipulated in Article 1. If this condition prevails, then liquidated damages shall be paid to the OWNER at the rate of \$1,000 per day.

4.4.2 Condition No. 2: Failure of the Membrane Filtration System SUPPLIER to perform functional testing or monitored performance testing services specified herein, including commencing testing within reasonable period after component and system testing and notification by CONTRACTOR of system readiness, preparing written plans to modify, supplement, or remove and replace system to meet performance requirements, including all subsequent testing as specified herein and in Section 11005, within time periods specified herein and in Section 11005, thereby causing delay to the CONTRACTOR'S progress that results in the CONTRACTOR's failure to meet its substantial completion deadline. If this condition prevails, then liquidated damages shall be paid to the OWNER at the rate of \$1,000 per day.

4.4.3 Condition No. 3: Failure to provide support personnel for onsite services within ten days upon receiving OWNER'S request. If this condition prevails, then liquidated damages shall be paid at the rate of \$1,000 per day.

4.5 Should SUPPLIER's Membrane Filtration System fail to meet the criteria in the Guaranteed Performance Schedule in Section 00300 and the performance requirements specified in Section 11005 during the INITIAL PERFORMANCE TEST as outlined in Article 7 of this document liquidated damages shall be paid to the OWNER in the amount and/or at the rate specified in the following subparagraphs:

4.5.1 Recovery: Overall membrane system recovery shall be reported to the nearest tenth of a percentage point. For each percentage point that the actual membrane system recovery is below the proposed guaranteed minimum recovery included in the

GUARANTEED PERFORMANCE SCHEDULE in Section 00300, the SUPPLIER shall pay the OWNER 1 percent of the total Lump Sum System Price for the Membrane Filtration System included in the Proposal, Section 00300.

4.5.2 Number of Clean in Place (CIP) Cleanings per Year (CIPY) as defined in the GUARANTEED PERFORMANCE SCHEDULE, Section 00300: For each additional clean in place chemical cleaning that will be needed per year, the SUPPLIER shall pay the OWNER \$45,900 as non-performance damages. This amount is equal to two times \$2,000 per cleaning per year multiplied by the present worth factor of 11.47 rounded to the nearest hundred dollars.

4.5.3 Power Use: The Power Use will be tested during the INITIAL PERFORMANCE TEST. If the Average Power Consumption (APC) measured during the test exceeds that included in the GUARANTEED PERFORMANCE SCHEDULE in Section (APC), the SUPPLIER shall pay the OWNER non-performance penalties accounting for the present worth cost of the additional energy use using a 6.00 percent interest rate and a 20-year period. Based on the APC given in the Proposal, the SUPPLIER shall pay damages to OWNER of \$14,100 for each additional Kilowatt-Hour used per day over the APC included in Section 00300. This amount is equal to two times the unit power cost of \$0.07 multiplied by 24 hours per day multiplied by 365 days per year multiplied by the present worth factor of 11.47 rounded to the nearest hundred dollars.

4.5.4 Net Production Capacity (AFR per Section 00300): Net production capacity shall be monitored and reported in units of 0.1 mgd during the INITIAL PERFORMANCE TEST and the MONITORED TESTING PERIOD. For each 0.1 mgd that the net production capacity is less than required minimum per Section 00300, the SUPPLIER shall pay the OWNER \$50,000 as non-performance damages.

## ARTICLE 5 - PROCUREMENT DOCUMENTS

---

5.01 The Procurement Documents which comprise the entire agreement between OWNER and SUPPLIER consist of the following:

- A. This Contract, Document 00520A;
- B. Exhibits to this Contract;
- C. Notice to Proceed;
- D. Project Requirements;
- E. General Conditions, Document 00700;
- F. Supplementary Conditions, Document 00800;
- G. Specifications;
- H. SUPPLIER's Proposal;
- I. All documents amending, modifying, or supplementing the Procurement Documents which may be delivered or issued after the Effective Date of the Contract and are not attached hereto.

5.02 There are no Procurement Documents other than those listed in this article. The Procurement Documents may be amended, modified, or supplemented only as provided in the General Conditions.

## **ARTICLE 6 - ASSIGNMENT OF PROCUREMENT CONTRACT**

---

6.01 This Contract will be assigned by OWNER to CONTRACTOR, and SUPPLIER will accept such assignment, pursuant to the Procurement Documents. In the application of the terms and conditions of the Procurement Documents after said assignment, SUPPLIER will function as a subcontractor to the CONTRACTOR, and all obligations of SUPPLIER to OWNER will become obligations of SUPPLIER to the CONTRACTOR. Notwithstanding this assignment, the guarantees and warranties specified in the Procurement Documents are intended for the benefit of OWNER and the CONTRACTOR, and may be enforced by either party.

Assignment of the Procurement Contract shall be accomplished on Document 00608, a copy of which is attached to this Procurement Contract. requirements specified in Section 11005. The guaranteed performance criteria will be monitored over the test periods as specified in Section 11005.

## **ARTICLE 7 - MISCELLANEOUS**

---

7.01 Terms used in this Contract, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

7.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents, except an assignment or transfer of this Contract to CONTRACTOR, under the terms and conditions of the Procurement Documents, shall not be deemed an "assignment" subject to the provisions set forth hereinbefore.

7.03 OWNER and SUPPLIER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Procurement Documents.

7.04 The business address of SUPPLIER given herein is hereby designated as the place to which all notices, letters, and other communication to SUPPLIER will be mailed or delivered. The address of OWNER appearing herein is hereby designated as the place to which all notices, letters, and other communication to OWNER shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to ENGINEER and to the other party.

IN WITNESS WHEREOF, OWNER and SUPPLIER have signed this Contract. Two counterparts have been delivered to OWNER, and one counterpart each has been delivered to SUPPLIER, Surety, and ENGINEER.

This Contract will be effective on \_\_\_\_\_.

OWNER:

Park City Municipal District  
Water Department

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

1053 Iron Horse Drive  
Park City, Utah 84060  
(435) 615-5335

SUPPLIER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
\_\_\_\_\_

Attorney for OWNER

END OF DOCUMENT

**DOCUMENT 00520B**

**PROCUREMENT  
TEMPORARY MEMBRANE FILTRATION SYSTEM CONTRACT**

THIS PROCUREMENT CONTRACT (herein called Contract) is by and between Park City Municipal Corporation (herein called OWNER) and \_\_\_\_\_ (herein called SUPPLIER).

OWNER and SUPPLIER, in consideration of the mutual covenants herein set forth, agree as follows:

**ARTICLE 1 - GOODS AND SERVICES**

---

1.01 SUPPLIER shall provide Goods and Services as specified or indicated in the Procurement Documents based on the acceptance by OWNER of SUPPLIER's Proposal.

1.02 The Goods and Services are generally described as follows: Furnish a Membrane Filtration System designed for use as a temporary or interim treatment system to provide water to customers during the summer of 2009. The equipment to be provided shall consist of a complete microfiltration (MF) or ultrafiltration (UF) membrane filtration system including all membrane modules, pumps, strainers, cleaning systems, instruments, programmable logic controllers, and control equipment necessary for treatment of imported surface water to the specified design conditions. The design capacity shall be 1,000 gallons per minute or 1.44 million gallons per day (mgd). This temporary equipment will be leased to and operated by the OWNER.

The following Services are required: Engineering, installation and start-up, and field-testing as described within these documents.

1.03 The agreed upon Goods and Services shall be provided within the dates or number of days established by the following schedule:

|                                                                                                        |                                 |
|--------------------------------------------------------------------------------------------------------|---------------------------------|
| Delivery of Draft Design Submittal to ENGINEER (Equipment layout drawings, cut sheets, and full P&IDs) | 60 days after Notice to Proceed |
| Delivery of Full Design Submittal to ENGINEER (Equipment layout drawings, cut sheets, and full P&IDs)  | 90 days after Notice to Proceed |
| Delivery of equipment to the Point of Delivery                                                         |                                 |
| Earliest acceptable delivery                                                                           | April 1, 2009                   |
| Completion of delivery                                                                                 | May 15, 2009                    |
| Delivery of Operation and Maintenance manuals to ENGINEER                                              | June 1, 2009                    |

1.04 The places where Goods are to be delivered (Point of Delivery) is designated as:

Park City Water Dept.  
1053 Iron Horse Dr.  
Park City, Utah 84060

## **ARTICLE 2 - ENGINEER**

---

2.01 The Project has been designed by Carollo Engineers, P.C. who is referred to in the Procurement Documents as ENGINEER. ENGINEER, and its duly authorized agents, are to act as OWNER's representatives and assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the General Conditions of this Procurement Contract.

## **ARTICLE 3 - PAYMENT AND PROCEDURES**

---

3.01 The total value of this Contract is listed by the SUPPLIER in Section 00300 (Paragraph 1.09, Schedule A, Line b, or Paragraph 1.10, Schedule B).

3.02 Progress Payments. SUPPLIER shall submit an Application for Payment to OWNER, claiming the amount due in accordance with the schedule of payments and the Procurement Documents.

3.03 Schedule of Payments. SUPPLIER shall be entitled to claim payments for Goods and Services in accordance with the following schedule:

| <u>Goods and Services Provided</u>                                                                               | <u>Payment (Cumulative<br/>Percentage of Contract<br/>Price)</u> |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Receipt of Draft Design Submittal                                                                                | 20                                                               |
| Receipt and approval Full Design Submittal                                                                       | 30                                                               |
| Receipt and acceptance of all equipment<br>and O&M Manual in acceptable condition                                | 45                                                               |
| Completion of installation by SUPPLIER,<br>including startup, field testing, installation<br>check, and training | 60                                                               |
| Completion of 1st Month Operation                                                                                | 70                                                               |
| Completion of 2nd Month Operation                                                                                | 85                                                               |
| Completion of 3rd Month Operation and<br>equipment removal                                                       | 100                                                              |

Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

## **ARTICLE 4 - LIQUIDATED DAMAGES**

---

4.1 Liquidated damages will be assessed should SUPPLIER fail to meet specific contract milestones and for failure to provide a membrane filtration system that meets the Proposed Guaranteed Performance Criteria (as entered in the GUARANTEED PERFORMANCE SCHEDULE in Section 00300) and the performance requirements specified in Section 11005, and other design criteria.

4.2 Should SUPPLIER fail to complete the work, or any part thereof, in the time specified in Article 1 of this section, or within such extra time as may have been allowed for delays by extensions and should such failure be attributable to the SUPPLIER, SUPPLIER shall reimburse OWNER for the additional expense and damage for each day that the Contract remains uncompleted after the specified completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the Contract is the per diem rate stipulated below. The said amounts are hereby agreed upon as a reasonable representation of the loss to OWNER on account of expense due to the delayed completion of the work.

4.3 It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as damages which have accrued against SUPPLIER on account of delay caused by the SUPPLIER. The liquidated damages set forth in this Article shall constitute the OWNER'S sole and exclusive remedy for delay by SUPPLIER in achieving completion of the Work within the time specified in Article 1 of this section. In no event shall SUPPLIER be required to pay liquidated damages if the payment of such damages would cause the aggregate of all such damages paid under this provision of the Procurement Documents to exceed 10 percent of the contract price.

4.4 The SUPPLIER agrees that if this Contract is awarded and SUPPLIER fails to meet any of the following conditions, liquidated damages shall be paid to the OWNER at the rates indicated below. Liquidated damages will be assessed if any of the following conditions occur:

4.4.1 Condition No. 1: Failure to submit Draft Design Submittal specified in Section 11005 within the time frame specified in Article 1. If this condition prevails, then liquidated damages shall be paid to the OWNER at the rate of \$500 per day.

4.4.2 Condition No. 2: Failure to submit Full Design Submittal specified in Section 11005 within the time frame specified in Article 1. If this condition prevails, then liquidated damages shall be paid to the OWNER at the rate of \$500 per day.

4.4.3 Condition No. 3: Failure to deliver the Membrane Filtration System to the Quinn WPT site within the time frame stipulated in Article 1. If this condition prevails, then liquidated damages shall be paid to the OWNER at the rate of \$500 per day.

4.4.4 Condition No. 4: Failure of the Membrane Filtration System SUPPLIER to perform functional testing or monitored performance necessary in order to demonstrate system meets Guaranteed Filtered Water Quality requirements as specified in Section 00300 prior to June 1, 2009. If this condition prevails, then liquidated damages shall be paid to the OWNER at the rate of \$500 per day.

4.4.5 Condition No. 5: Failure to provide support personnel for onsite services within ten days upon receiving OWNER'S request. If this condition prevails, then liquidated damages shall be paid at the rate of \$500 per day.

## **ARTICLE 5 - PROCUREMENT DOCUMENTS**

---

5.01 The Procurement Documents which comprise the entire agreement between OWNER and SUPPLIER consist of the following:

A. This Contract, Document 00520B;

- B. Exhibits to this Contract;
- C. Notice to Proceed;
- D. Project Requirements;
- E. General Conditions, Document 00700;
- F. Supplementary Conditions, Document 00800;
- G. Specifications;
- H. SUPPLIER's Proposal;
- I. All documents amending, modifying, or supplementing the Procurement Documents which may be delivered or issued after the Effective Date of the Contract and are not attached hereto.

5.02 There are no Procurement Documents other than those listed in this article. The Procurement Documents may be amended, modified, or supplemented only as provided in the General Conditions.

## **ARTICLE 6 - ASSIGNMENT OF PROCUREMENT CONTRACT**

---

6.01 NOT USED

## **ARTICLE 7 - MISCELLANEOUS**

---

7.01 Terms used in this Contract, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

7.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents, except an assignment or transfer of this Contract to CONTRACTOR, under the terms and conditions of the Procurement Documents, shall not be deemed an "assignment" subject to the provisions set forth hereinbefore.

7.03 OWNER and SUPPLIER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Procurement Documents.

7.04 The business address of SUPPLIER given herein is hereby designated as the place to which all notices, letters, and other communication to SUPPLIER will be mailed or delivered. The address of OWNER appearing herein is hereby designated as the place to which all

notices, letters, and other communication to OWNER shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to ENGINEER and to the other party.

IN WITNESS WHEREOF, OWNER and SUPPLIER have signed this Contract. Two counterparts have been delivered to OWNER, and one counterpart each has been delivered to SUPPLIER, Surety, and ENGINEER.

This Contract will be effective on \_\_\_\_\_.

OWNER:

Park City Municipal District  
Water Department

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

1053 Iron Horse Drive  
Park City, Utah 84060  
(435) 615-5335

SUPPLIER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
\_\_\_\_\_

Attorney for OWNER

END OF DOCUMENT

**SECTION 00520B**  
**PROCUREMENT**  
**ATTACHMENT A - EQUIPMENT LEASE AGREEMENT**

**Project No. 8143A.10**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_  
(herein called LESSOR) and Park City Municipal Corporation (herein called LESSEE).

WITNESSETH:

WHEREAS, the LESSOR and the LESSEE wish to enter into an Agreement (hereinafter "Agreement") for the leasing of the equipment described below (hereinafter "Equipment") for the Quinn Water Treatment Plant (hereinafter "Project").

Furnish a Membrane Filtration System designed for use as a temporary or interim treatment system to provide water to customers during the summer of 2009. The equipment to be provided shall consist of a complete microfiltration (MF) or ultrafiltration (UF) membrane filtration system including all membrane modules, pumps, strainers, cleaning systems, instruments, programmable logic controllers, and control equipment necessary for treatment of imported surface water to the specified design conditions. The design capacity shall be 1,000 gallons per minute or 1.44 million gallons per day (mgd). This temporary equipment will be leased to and operated by the OWNER.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

**SECTION 1 - LEASE**

1.1 The LESSOR agrees to lease to the LESSEE, and the LESSEE agrees to lease and rent from the LESSOR the Equipment on the terms and conditions of this Agreement for the price listed in Section 00300 Schedule A, line c, and according to the payment schedule in Article 3 of this Section. All equipment startup and training services, including travel time, are included in the proposal price.

1.2 LESSEE shall have all electrical and water services brought to the Equipment site prior to scheduling delivery and installation of the Equipment. LESSEE shall be responsible for providing a licensed

electrician to make the power connection to the Equipment. Additionally, LESSEE shall be responsible for contracting with others to install the yard piping and any other equipment, unloading and setting of the Equipment, connecting the on-skid feed, permeate and backwash waste pipes to the yard piping, pre-treatment and post-treatment chemicals, laboratory analyses, operating personnel to collect data, mix chemicals, and operate the Equipment.

**SECTION 2 - TRANSPORTATION OF EQUIPMENT**

2.1 The LESSOR will arrange and pay for transportation of the Equipment from

the LESSOR's location to the location listed in Article 1 of this Section, and, upon the termination of this Agreement, from the location in Article 1 to the LESSOR's originating location. The LESSOR will be responsible for insuring the Equipment during shipping to and from the location in Article 1.

- 2.2 Upon expiration or earlier termination of the Lease, the LESSEE will disconnect and prepare the Equipment for LESSOR's transportation to the LESSOR's originating location. The Equipment shall be in good repair, condition and working order, normal wear and tear, accepted, when LESSEE turns over Equipment to LESSOR's transporter. LESSEE shall not be responsible for any damage to the Equipment during transportation.

### **SECTION 3 - TERM AND RENT**

- 3.1 The lease term will commence as of the date that the Equipment is delivered to the LESSEE, and will continue until the obligations of the LESSEE under the Agreement have been fully performed. The LESSOR will send payments according to the payment schedule outlined in Article 3 of this Section.
- 3.2 LESSOR shall bill the LESSEE according to the payment schedule outlined in Article 3 of this Section. LESSEE agrees to pay invoices within 45 days of their date.
- 3.3 All notices shall be made in writing and may be given by e-mail or by regular mail. Notices sent by mail shall be addressed to the office locations listed above.

### **SECTION 4 - MISCELLANEOUS**

- 4.1 The LESSOR will at all times retain title to the Equipment.
- 4.2 The LESSEE shall maintain, from the time of Equipment delivery until Equipment is turned over to the LESSOR's transporter for return transport to LESSOR, property insurance coverage for the Equipment.
- 4.3 The LESSEE will maintain the Equipment in good operating condition, repair and appearance, and protect the same from deterioration, other than normal wear and tear. LESSEE agrees to keep the Equipment at the location listed in Article 1 and will not remove the Equipment without the written consent of the LESSOR, which will not be unreasonably withheld.

### **SECTION 5 - LEGAL RELATIONS**

- 5.1 The LESSOR shall pay all applicable sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on the ownership, possession or use of the Equipment during the term of this Agreement.
- 5.2 LESSOR and LESSEE shall each defend, indemnify and hold harmless the other and their respective principals, directors, officers and employees from and against claims, loss, liability, suits and damages, including attorney's fees, caused in whole or in part by either party's negligent acts, errors or omissions, willful misconduct or LESSOR's lawful responsibility respectively or, anyone directly or indirectly employed by either of them or anyone for whose acts they may be liable regardless of

whether or not such claim, loss, liability or damage is caused in part by a party indemnified hereunder.

In the event that both LESSOR's and LESSEE's wrongful act or lawful responsibility is the proximate cause of any liability or damages, then in such event, each party shall be liable for a portion of the damages and claim costs resulting there from equal to such party's comparative share of the total negligence or lawful responsibility for such damages and claim costs. The indemnities and obligations in this Agreement will continue in full force and effect despite the termination of this Agreement.

- 5.3 All materials are guaranteed to be as specified. The Equipment is designed to replicate a full-scale system and can achieve 90% recovery.
- 5.4 All services provided by LESSOR shall be completed in a workmanlike manner according to standard practices. All employees of LESSOR performing such services shall be fully covered by Workers' Compensation Insurance.

## **SECTION 6 - TERMINATION OF AGREEMENT**

- 6.1 Either party may terminate this Agreement, with or without cause, by providing the non-terminating party with not less than five (5) working days' written notice of termination.

## **SECTION 7 - DISPUTE RESOLUTION**

- 7.1 All claims, disputes, and other matters in controversy between LESSOR and LESSEE arising out of or in any way related to this Agreement will be submitted to Alternative Dispute Resolution (ADR) before, and as a condition precedent to other remedies provided by law. The method for resolving disputes will be agreed to between the parties and each party shall use its best efforts to reach a resolution.

## **SECTION 8 - ENTIRE AGREEMENT**

- 8.1 This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the LESSOR and LESSEE.

## **SECTION 9 - GOVERNING LAW**

- 9.1 This Agreement is to be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

LESSEE:  
Park City Municipal Corporation  
Water Department

LESSOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Attorney for OWNER

END OF ATTACHMENT

**DOCUMENT 00520C  
PROCUREMENT  
ENGINEERING SERVICES CONTRACT**

THIS ENGINEERING SERVICES CONTRACT (herein called Contract) is by and between Park City Municipal Corporation (herein called OWNER) and \_\_\_\_\_ (herein called SUPPLIER).

OWNER and SUPPLIER, in consideration of the mutual covenants herein set forth, agree as follows:

**ARTICLE 1 - GOODS AND SERVICES**

---

1.01 SUPPLIER shall provide Goods and Services as specified or indicated in the Procurement Documents based on the acceptance by OWNER of SUPPLIER's Proposal.

1.02 The Goods to be furnished are generally described as follows: Furnish to the OWNER engineering drawings and information required for facility designer to accommodate the Membrane Filtration System including mechanical and electrical drawings, P&IDs, process schematics, equipment cut sheets, wiring diagrams, and control descriptions.

1.03 The following Services are required: Engineering and design required to prepare Drawings and Submittals.

1.04 The agreed upon Goods and Services shall be provided within the times established by the following schedule:

|                                                                                                           |                                 |
|-----------------------------------------------------------------------------------------------------------|---------------------------------|
| Delivery of Draft Design Submittal to ENGINEER<br>(Equipment layout drawings, cut sheets, and full P&IDs) | 30 Days after Notice to Proceed |
|-----------------------------------------------------------------------------------------------------------|---------------------------------|

|                                                                                                          |                                 |
|----------------------------------------------------------------------------------------------------------|---------------------------------|
| Delivery of Full Design Submittal to ENGINEER<br>(Equipment layout drawings, cut sheets, and full P&IDs) | 90 Days after Notice to Proceed |
|----------------------------------------------------------------------------------------------------------|---------------------------------|

1.05 The place where drawings and submittals are to be delivered (Point of Delivery) is designated as Carollo Engineers, 1265 East Fort Union Blvd. Suite 200, Midvale, UT 84047

**ARTICLE 2 - ENGINEER**

---

2.01 The Project has been designed by Carollo Engineers, P.C. who is referred to in the Procurement Documents as ENGINEER. ENGINEER, and its duly authorized agents, are to act as OWNER's representatives and assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the General Conditions.

**ARTICLE 3 - PAYMENT AND PROCEDURES**

---

3.01 The total value of this Engineering Services Contract is listed by the SUPPLIER in Section 00300 (Paragraph 1.09, Schedule A, Line c).

3.02 Progress Payments. SUPPLIER shall submit an Application for Payment to OWNER, claiming the amount due in accordance with the schedule of payments and the Procurement Documents.

3.03 Schedule of Payments. SUPPLIER shall be entitled to claim payments for Goods and Services in accordance with the following schedule:

| <u>Goods and Services Provided</u>            | <u>Payment<br/>(Cumulative<br/>Percentage of<br/>Contract Price)</u> |
|-----------------------------------------------|----------------------------------------------------------------------|
| Receipt of Draft Design Submittal             | 40                                                                   |
| Receipt and Approval of Full Design Submittal | 100                                                                  |

3.04 Final Payment. Upon final acceptance by OWNER of all Goods and Services of the SUPPLIER, final payment may be claimed by SUPPLIER.

Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

#### **ARTICLE 4 - LIQUIDATED DAMAGES**

---

4.01 OWNER and SUPPLIER recognize that time is of the essence of this Contract and that OWNER will suffer financial loss if the Goods and Services are not furnished within the times specified in Article 1, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Goods and Services are not furnished on time. Accordingly, instead of requiring any such proof, OWNER and SUPPLIER agree that as liquidated damages for delay (but not as a penalty) SUPPLIER shall pay OWNER the following sums for each day that expires after the times indicated:

| <u>Item</u>                        | <u>Liquidated Damages, per day</u> |
|------------------------------------|------------------------------------|
| Delivery of Draft Design Submittal | \$500                              |
| Delivery of Full Design Submittal  | \$500                              |

OWNER shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to SUPPLIER, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

## **ARTICLE 5 - PROCUREMENT DOCUMENTS**

---

5.01 The Procurement Documents which comprise the entire agreement between OWNER and SUPPLIER consist of the following:

- A. This Contract, Document 00520C;
- B. Procurement Contract, Document 00520A;
- C. Exhibits to this Contract;
- D. Notice to Proceed;
- E. Project Requirements;
- F. General Conditions, Document 00700;
- G. Supplementary Conditions, Document 00800;
- H. Specifications;
- I. SUPPLIER's Proposal;
- J. All documents amending, modifying, or supplementing the Procurement Documents which may be delivered or issued after the Effective Date of the Contract and are not attached hereto.

5.02 There are no Procurement Documents other than those listed in this article. The Procurement Documents may be amended, modified, or supplemented only as provided in the General Conditions.

## **ARTICLE 6 - ASSIGNMENT OF PROCUREMENT CONTRACT**

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6.01 NOT USED

## **ARTICLE 7 - MISCELLANEOUS**

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7.01 Terms used in this Contract, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

7.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.

7.03 OWNER and SUPPLIER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Procurement Documents.

7.04 The business address of SUPPLIER given herein is hereby designated as the place to which all notices, letters, and other communication to SUPPLIER will be mailed or delivered. The address of OWNER appearing herein is hereby designated as the place to which all

notices, letters, and other communication to OWNER shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to ENGINEER and to the other party.

IN WITNESS WHEREOF, OWNER and SUPPLIER have signed this Contract. Two counterparts have been delivered to OWNER, and one counterpart each has been delivered to SUPPLIER, Surety, and ENGINEER.

This Contract will be effective on \_\_\_\_\_.

OWNER:  
Park City Municipal Corporation  
Water Department

SUPPLIER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

1053 Iron Horse Drive

\_\_\_\_\_

Park City, UT 84060

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_  
Attorney for OWNER

END OF DOCUMENT



## City Council Staff Report

**Subject:** Cost Sharing Agreement related to Triangle Parcel  
**Author:** Diane Foster  
**Department:** Sustainability  
**Date:** December 18, 2008  
**Type of Item:** Administrative

### **Summary Recommendations:**

Staff recommends Council approve the Cost Sharing Agreement related to the property known as the Triangle Parcel. The triangle parcel is 107 acres of parcel SS-57-1, located to the east of highway 40 and just to the southeast of the UDOT facility.

### **Background:**

On November 20, 2008, City Council approved a Purchase Agreement for the Triangle Parcel.

As part of the due diligence process, the City has conducted soil testing over the past few weeks. The results of these tests indicate that a portion of the Triangle Parcel adjacent to or within the Silver Creek riparian corridor may be contaminated by lead and other contaminants due to prior upstream mining activity by others and may need remediation.

The Cost Sharing Agreement states that four parties, Park City Municipal Corporation, Summit County, The Boyer Company and Property Reserve Inc. agree to contribute up to \$200,000 each towards remediation.

In the agreement, the City and Summit County agree to indemnify The Boyer Company and Property Reserve Inc. for any additional claims. This indemnification does not include the 5 acre church parcel.

### **Analysis:**

Staff estimates remediation will cost between \$200,000 and \$500,000, based on experience. The \$800,000 contributed by all parties should be sufficient to address any unanticipated issues that could arise during remediation.

### **Recommendation:**

Staff recommends Council approve the Cost Sharing Agreement related to the property known as the Triangle Parcel. The triangle parcel is 107 acres of parcel SS-57-1, located to the east of highway 40 and just to the southeast of the UDOT facility.

### **Attachments:**

Exhibit A – Cost Sharing Agreement

## Exhibit A – Cost Sharing Agreement

### COST SHARING AGREEMENT

**THIS COST SHARING AGREEMENT** (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2008 (the “**Effective Date**”), by and among BOYER SNYDERVILLE JUNCTION, L.C., a Utah limited liability company, or its assigns (“**Boyer**”), PROPERTY RESERVE, INC., a Utah corporation (“**PRI**”), SUMMIT COUNTY, a body corporate and politic of the State of Utah (the “**County**”) and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the “**City**”, and sometimes, together with the County, the “**Future Owners**”). Boyer, PRI, the County and the City are sometimes referred to in this Agreement collectively as the “**Parties**” or individually as a “**Party**”.

### RECITALS

A. PRI has agreed to sell to Boyer certain real property consisting of approximately 500 acres of land that is located near the Home Depot in Summit County, State of Utah (the “**PRI Property**”). The legal description of the PRI Property is set forth on Exhibit A attached to this Agreement.

B. Boyer has agreed to sell the PRI Property to the Future Owners and has the right to cause PRI to convey the PRI Property directly to the Future Owners.

C. A portion of the PRI Property is described on Exhibit B (the “**Triangle Parcel**”). A portion of the Triangle Parcel adjacent to or within the Silver Creek riparian corridor may be contaminated by lead and other contaminants due to prior upstream mining activity by others and may need to be remediated by the Future Owners.

D. The Parties desire to agree on which of them will be responsible to remediate the Hazardous Materials located on the Triangle Parcel from prior upstream mining activity and to agree how the costs of such remediation shall be allocated among and paid by them.

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

1. Performance of Work. Except for the right of reimbursement of certain costs by PRI and Boyer set forth in Section 3 of this Agreement, the City and the County are assuming all responsibility for cleanup of all Hazardous Material (as defined below) in connection with the PRI Property. Without limiting the generality of the foregoing, the City and the County, jointly and severally, shall be responsible for performing or causing to be performed all required work in connection with the remediation of all Hazardous Material on, and in connection with, the Triangle Parcel due to prior upstream mining activities of others (the “**Work**”). A general description of the Work that is presently anticipated is attached as Exhibit C, but that description shall not limit the scope of the obligations of the City and the County to remediate all violations of Environmental Laws (as defined below) with respect to the Triangle Parcel. The City and County shall comply with all governmental requirements in connection with the Work including, without limitation, all requirements imposed by the Environmental Protection Agency (the “**EPA**”) and/or the Utah Department of Environmental Quality (the “**UDEQ**”). The City and County shall develop and obtain approval from all governmental authorities having jurisdiction over,

including, without limitation, the EPA and UDEQ, a clean-up plan for the Triangle Parcel, a copy of which shall be provided prior to commencement of Work to Boyer and PRI solely for the purpose of allowing Boyer and PRI to anticipate the Costs Incurred (as defined below). The County and the City shall perform or cause to be performed all of the Work on or before \_\_\_\_\_, 20\_\_.

2. Statement of Costs Incurred. When the Work is completed, the City and County shall provide to Boyer and PRI a full itemized summary of the cost of all of the Work (the "**Costs Incurred**"), together with copies of all invoices supporting the Costs Incurred (all of the foregoing being referred to as the "**Costs Incurred Submission**"). For purposes of this Agreement, Costs Incurred shall not include the overhead of the City or County, salaries or benefits paid to employees of the City or the County, legal fees or costs of the City or County, or any costs incurred prior to the date of this Agreement including, without limitation, amounts owing to third persons, experts or professionals for environmental assessments or similar reports or evaluations, all of which previously incurred costs shall be considered due diligence costs of the City and the County in connection with the evaluation of the acquisition of the PRI Property. Boyer and PRI shall have the right to review all records and invoices in connection with the Costs Incurred Submission. If either Boyer or PRI object to any of the Costs Incurred, it shall do so in writing within ten (10) business days after receipt of the Costs Incurred Submission specifying the basis for the objection. In all events Boyer and PRI shall each pay its share of all Costs Incurred to which it does not timely object in accordance with Section 3 below.

3. Payment of Costs Incurred. Within thirty (30) days following the delivery of the Costs Incurred Submission, Boyer and PRI shall each, separately, be obligated to pay the lesser of: (a) twenty-five percent (25%) of the Costs Incurred; or (b) \$200,000.00. The obligations of Boyer and PRI are separate and not joint and several. Notwithstanding any other provision of this Agreement, the maximum payment obligation of Boyer and PRI under this Agreement is Two Hundred Thousand Dollars (\$200,000.00) each and the City and the County shall be responsible for and shall promptly pay all Costs Incurred in excess of the amounts paid by Boyer and PRI and, subject to payment by Boyer and PRI, shall indemnify, hold harmless and defend Boyer and PRI from and against any such excess Costs Incurred.

4. Environmental Definitions. As used in this Agreement, the following terms shall have the meanings set forth:

a. "Environmental Laws" means all applicable federal, state and local environmental laws (including common law), ordinances, rules and regulations relating to pollution, protection, preservation or restoration of human health, the environment and including, without limitation, laws relating to any Release or threatened Release of any Hazardous Material.

b. "Environmental Liens" means any lien, encumbrance, charge, debt, expense or other liability imposed or assessed (whether in the past or in the future) in connection with any environmental or Hazardous Material located on, under, above or emanating from the PRI Property.

c. "Hazardous Material" means: (a) any petrochemical, petroleum or petroleum products (including petroleum-based agricultural products), oil, flammable explosives, radioactive materials, radon gas, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric or other fluid that may contain polychlorinated biphenyls, urea formaldehyde and related substances, lead,

arsenic or other substances relating to the mining, processing, smelting or handling of ore; and (b) any chemicals or other materials or substances that are or hereafter become defined under any Environmental Law as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous chemicals", "hazardous materials", "pollutants", "contaminants", "toxic substances", or words of similar import.

d. "Release" means any release, spill, emission, pouring, leaking, pumping, injection, deposit, discharge, disposal, emptying, dispersal, dumping, leaching, or migration into or through the indoor or outdoor environment including, without limitation, the movement of Hazardous Material through ambient air, soil, surface water, wetlands, land, surface, or subsurface strata.

e. "Remediation Liabilities" means the reasonable investigation, corrective action, removal action, remediation or similar response action required by any applicable Environmental Law or constituting a reasonable response to a governmental or regulatory authority having jurisdiction, and relating to Hazardous Material that is present in the soils within the Property as the result of historic mineral or ore storage, processing, smelting and related operations, including without limitation, disposal of related waste materials, and all claims, liens, charges, all response costs (whether known or unknown, anticipated or unanticipated, and whether occurring in the past or arising in the future), actions or similar obligations or liabilities of governmental authorities (whether now existing or arising in the future) relating to the foregoing, whether known or unknown, anticipated or unanticipated.

5. Release of Boyer and PRI. Except for the payment obligations created under Section 3 of this Agreement, the City and the County, each on behalf of itself, and its successors and assigns, and any other persons or entities acting or purporting to act on its behalf, hereby releases and forever discharges Boyer and PRI and their past, present and future parents, subsidiaries, affiliates, officers, directors, members, managers, owners, agents, servants, employees, attorneys, representatives, predecessors, successors, assigns, administrators, and any other persons or entities acting or purporting to act on behalf of Boyer or PRI (collectively, the "**Boyer and PRI Parties**"), from any and all claims, demands, damages, rights, duties, debts, charges, obligations, liabilities and actions of any kind, whether known or unknown, foreseen or unforeseen, contingent, actual, liquidated or unliquidated, arising out of or relating to the environmental or soils conditions on the PRI Property or any portion of the PRI Property or any Release of Hazardous Material on the PRI Property, whether prior to or after the date of this Agreement. The City and County understand and agree that they are releasing and waiving claims they may not be aware of which, if known by them, could materially affect their decision to sign this Agreement. Nonetheless, for the purpose of implementing a full and complete release and discharge of the Boyer and PRI Parties, the City and County expressly acknowledge that the release set forth in this Section 5 is intended to include in its effect and to extinguish even those claims which the City or the County does not know or suspect to exist in its favor arising out of or relating to the environmental condition of the PRI Property or any portion of the PRI Property, or any Release of Hazardous Material on or from the PRI Property, whether before or after the date of this Agreement, notwithstanding any law or statute that would otherwise preserve such unknown claims.

6. Indemnification. The City and the County, jointly and severally, shall hold harmless and defend Boyer and PRI and the Boyer and PRI Parties and each of them (separately an "**Indemnified Party**" and together, the "**Indemnified Parties**") (with counsel designated or approved by the Indemnified Party or Parties) from and against any and all loss,

cost, damage, claim, liability or expenses, including court costs and reasonable attorneys' fees (including without limitation, new claims relating to any of the following arising after the date of this Agreement) with respect to a Hazardous Material existing at or on the PRI Property on, prior to or after the date of this Agreement or out of or in connection with: (a) any injury or damage or claim of injury or damage of any kind whatsoever, whether or not related to the environmental condition of the PRI Property, including natural resources damages and economic loss to persons or property, death or injury to persons, including agents and employees of the City and County (unless caused by the gross negligence or intentional action of the Indemnified Party) arising on, prior to or after the date of this Agreement; (b) the environmental condition of the PRI Property, including any Hazardous Material, materials, waste or other environmental contaminants in, on, above or under the PRI Property (whether such environmental condition occurred prior to, or occurs on or after the date of this Agreement); (c) the investigation or remediation of any such environmental condition (or claims for reimbursement related to such investigation or remediation); (d) the Release of any Hazardous Material, materials, waste or other environmental contaminants in, on, above or under or emanating on or from the PRI Property on, prior to or after the date of this Agreement; (e) the violation of any Environmental Laws in connection with the duties of the City or the County under this Agreement; (f) Environmental Liens including, without limitation, Environmental Liens arising prior to the date of this Agreement (or past and future response costs of the EPA and the UDEQ attributable to the PRI Property, if such costs are sought by governmental authorities by means other than environmental liens); and (g) Remediation Liabilities or liability arising from a failure to remediate or to adequately remediate the PRI Property on, prior to or after the date of this Agreement. The foregoing indemnity shall be effective whether or not the City and the County resells all or any portion of the PRI Property.

7. Subsequent Recoveries. If the City and/or the County subsequently recover any amounts from responsible parties, they shall remit to each of Boyer and PRI twenty-five percent (25%) of all such recoveries after the City and the County have recovered any amounts of Costs Incurred they or either of them paid in excess of \$800,000.00, if any.

8. Notices. Any notice or designation to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective Party may direct in writing to the other, or by personal delivery to such address by a Party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery:

**PRI:** Property Reserve, Inc.  
5 Triad Center, Suite 650  
Salt Lake City, Utah 84180  
Attn: Brian R. Carrington

With a copy to: Robert C. Hyde, Esq.  
Kirtan & McConkie  
60 East South Temple, Suite 1800  
Salt Lake City, Utah 84111

**BOYER:** Boyer Snyder Junction, L.C.  
90 South 400 West, Suite 200  
Salt Lake City, Utah 84101  
Attn: H. Roger Boyer

With a copy to: Thomas A. Ellison, Esq.  
Stoel Rives LLP  
201 South Main Street, Suite 1100  
Salt Lake City, Utah 84111

**COUNTY:** Summit County  
County Manager  
60 N. Main St., P.O. Box 128  
Coalville, Utah 84017

With a copy to: David L. Thomas  
Chief Civil Deputy  
60 N. Main St., P.O. Box 128  
Coalville, Utah 84017

**CITY:** Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060  
Attn: City Manager

With a copy to: Park City Municipal Corporation  
P.O. Box 1480  
Park City, Utah 84060  
Attn: City Attorney

9. Entire Agreement. The Parties acknowledge that no party or agent of any party has made any promises, representations or warranties whatsoever, express or implied, beyond those contained in this Agreement, as an inducement to execute it, and they acknowledge that they have not executed this Agreement in reliance on any promise, representation or warranty not contained herein. The Parties further acknowledge that this Agreement constitutes the entire agreement by and among them relating to the matters referenced herein, and supersedes all prior negotiations, discussions, representations or agreements regarding the disputes and potential disputes resolved by this document.

10. Governing Law. The Parties hereby agree that any actions arising out of or brought to enforce, challenge or interpret any part of this Agreement shall be subject to the exclusive application of Utah law, and shall be brought exclusively in the Third Judicial District Court in and for Salt Lake County, Utah, or the Federal court located therein, as appropriate. Each Party shall be entitled to all remedies available at law or equity including, without limitation, specific performance.

11. Authority. Each of the Parties signing this Agreement represents and warrants that he or she has the legal capacity and authority to enter, execute and deliver it on behalf of the entity for whom the person is signing, and that none of the rights or matters being settled

and released herein have been assigned or in any way transferred or conveyed to any other person or entity.

12. Assistance of Counsel. The Parties acknowledge and represent that they are independently represented by counsel and have had the opportunity to consult with counsel of their choice prior to entering into this Agreement. This Agreement has been negotiated by the Parties at arms length and shall not be construed against either Party on account of its role in preparing the document. The Parties acknowledge and represent that they are entering into this Agreement freely and voluntarily and with the advice and consent of their legal counsel.

13. No Admission. This Agreement does not constitute an admission of liability or fault. The Parties are entering into this Agreement in order to avoid further expense, inconvenience, and delay, and to avoid potentially expensive and burdensome litigation.

14. Miscellaneous. This Agreement shall be binding upon and shall benefit the parties hereto and their successors and assigns and constitutes the entire agreement among the parties hereto. This Agreement may be executed in two or more facsimile counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. No portion of this Agreement may be amended or modified except by written instrument, executed by all Parties. All obligations of the City and the County under this Agreement shall be joint and several. The obligations of Boyer and PRI shall be separate obligations and neither shall be responsible or liable for any obligation of the other.

***[Signatures on following page]***

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement.

**ORIGINAL OWNER:**

**PRI**

PROPERTY RESERVE, INC., a Utah corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Executed: \_\_\_\_\_, 2008

**BOYER:**

BOYER SNYDERVILLE JUNCTION, L.C., a Utah limited liability company, by its Manager

THE BOYER COMPANY, L.C., a Utah limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Executed: \_\_\_\_\_, 2008

**COUNTY**

SUMMIT COUNTY, a body corporate and politic of  
the State of Utah

By: THE BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Ken Woolstenhulme  
Chairman

EXECUTED: \_\_\_\_\_, 2008

ATTEST:

\_\_\_\_\_  
Kent Jones  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy Summit County Attorney

**CITY**

SUMMIT CITY MUNICIPAL CORPORATION, a  
political subdivision of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXECUTED: \_\_\_\_\_, 2008

**Exhibit A  
To  
Cost Sharing Agreement**

Legal Description of PRI Property

**Exhibit B  
To  
Cost Sharing Agreement**

Legal Description of Triangle Property

**Exhibit C  
To  
Cost Sharing Agreement**

Description of Work

## City Council Staff Report



**Subject:** Park City Heights Annexation  
**Author:** Thomas Eddington, AICP  
Kirsten A. Whetstone, AICP  
**Date:** December 18, 2008  
**Type of Item:** Legislative

### **Summary Recommendation**

Staff recommends that the City Council review the Park City Heights Annexation at the regular meeting, conduct a public hearing, and provide Staff and the applicant direction regarding the Annexation Agreement and Water Agreement.

The purpose of this meeting is to:

- Conduct a public hearing;
- Review and provide direction regarding Annexation Agreement and associated Water Agreement; and
- Identify any remaining issues to enable both sides to proceed to final action.

### **Description**

**Project Name:** Park City Heights Annexation  
**Applicant:** Boyer Plumb Park City L.L.C.; Talisker  
**Location:** South West corner of the intersection of Highways 248 and 40  
**Proposed Zoning:** Community Transition (CT-MPD)  
**Adjacent Land Uses:** Municipal open space; City Ice Arena and Fields Complex;  
**Reason for Review:** Annexations require a recommendation from the Planning Commission with final action by the City Council

### **Background**

This staff report is supplemental to the previous Park City Heights Annexation staff reports dated April 24, May 22, June 5, June 19, July 17, August 28, September 11, September 18, and October 16, 2008, and refers to the project history, Staff analysis, exhibits, and background materials attached to those reports. This matter was continued without substantive comment from several meetings in October/November and most recently, December 4, 2008. The proposed annexation plat is attached as Exhibit A.

### **Analysis**

Staff and the applicant have been meeting regularly to address several remaining issues which primarily revolve around: 1) mitigation of traffic impacts by terms outlined in the Annexation Agreement; and 2) water infrastructure and phasing in the Water Agreement.

#### **Annexation Agreement – Traffic.**

Paragraph 17 of the draft Annexation Agreement (Exhibit B) addresses the traffic mitigation and “downstream” traffic impacts of the proposed project.

A traffic impact study for the project was submitted by the applicant in 2007. In November of 2008, Staff engaged Interplan Transportation Consultants to provide a peer review of

the applicant's 2007 traffic study and to update the study to incorporate current traffic data and reflect project phasing ( a copy of the Interplan technical memorandum is attached as Exhibit D).

Staff presented the Interplan Technical Memo to the applicant and has utilized the information contained in that memorandum for determining the applicant's responsibility for traffic mitigation. Subsequently, the applicant had their consultant review the Interplan Technical Memorandum and presented Staff with an extremely rough draft of yet another traffic study. A final copy of this study had not been provided by the applicant at the time of this report.

Staff believes that all three studies indicate:

- the need for intersection improvements, including signalization, is triggered by the addition of project traffic.
- the differences in traffic numbers between the three studies will be immaterial and that the parties can reach agreement on one set of traffic numbers in a reasonably short period of time.

Staff has worked to ensure that the responsibilities for traffic mitigation costs for the Park City Heights annexation are determined in a manner consistent with the methodology utilized for the recent IHC\USSA annexation. The IHC annexation agreement included the following traffic mitigation requirements:

- Applicant was required to pay the project's proportionate share of downstream traffic impacts on SR-248.
- Applicant incurred cost for intersection improvements (including signalization) in phase 1 of project construction.
- Applicant's costs of intersection improvements (including signalization) were credited towards satisfying Applicant's downstream obligation for traffic mitigation.

Staff does not believe it productive to focus Council discussion, at this time, on the technical aspects of any particular traffic study. However, there are several policy issues that Staff and the applicant need Council direction on in order to resolve these issues and move toward a final draft annexation agreement.

Paragraph 17 sets forth Staff's interpretation of the applicant's responsibility for the following traffic mitigation items:

1. Improvements to Richardson Flat Road
2. Improvements to the Intersection of Richardson Flat Road and SR-248
3. Contribution to projects downstream – SR-248 traffic impacts

**1. Improvements to Richardson Flat Road**

Paragraph 17-d, e, f detail the applicant's obligations for improvements to Richardson Flat Road. Initial road requirements included 5' wide bike paths along both sides of Richardson Flat Road from SR-248 to US40. Staff supports the applicant's proposal to construct separated bike paths rather than the 5' wide on-

road bicycle paths. These separated paths will provide a connection from the project to the rail trail, and Quinn's Junction (via existing tunnel under SR-248).

Paragraph 17-e includes the requirement for United Park City Mines Company (UPK) to provide the City a trail easement along the north side of Richardson Flat road from US 40 to the Park and Ride entrance road. This easement will allow the City to extend the separated path trail eastward to the Phoston Spur of the rail trail and the park and ride if the City should choose to finance and build that project in the future. It is important to note that this grant of easement will not guarantee any required regulatory or environmental approval of a future trail project.

Staff believes that the separated bike paths, including the identified easement east of US-40, provide acceptable pedestrian bicycle connections to the project (a graphic showing the locations of these improvements is attached to this report as Exhibit C). This approach will substantially reduce construction cost for the applicant and eliminate significant wetland impacts that would result from expanding the road width to accommodate bike lanes.

Staff believes the applicant has agreed to provisions of Paragraph 17 sections d, e, and f, at least in principal; however the applicant has provided no formal confirmation of this at the time of writing this report.

## **2. Improvements to the Intersection of Richardson Flat Road and SR-248**

Paragraph 17 sets forth requirements to improve the intersection of Richardson Flat Road and SR-248. The intersection improvements detailed in Paragraph 17 have been identified as necessary in numerous traffic impact studies conducted by both the applicant and City Staff.

Staff and the applicant have not reached agreement on two key issues regarding these improvements. Those issues are:

1. Timing of intersection improvements; and
2. Applicant's responsibility for improvements.

### Timing of intersection improvements

Staff's position and recommendation are that the intersection improvements, including signalization, should be constructed in one phase – at the time the project begins its first phase of construction. Intersection improvements (including signalization) for the IHC\USSA annexation were constructed and paid for by the applicant in conjunction with phase 1 of the project.

Staff's recommendation is based upon consistency with previous annexations and the fact that any phased approach will:

- significantly increase construction related traffic impacts
- require multiple UDOT approvals

- result in multiple pavement disruptions with associated pavement maintenance impacts
- significantly increase City staff time required for project management
- require City to accept risk that the improvements will be constructed in their entirety.

The applicant has proposed a two phased approach that would time intersection improvements to coincide with project phasing as more units come on line. This approach would construct improvements as follows

- |         |                                                                                                        |
|---------|--------------------------------------------------------------------------------------------------------|
| Phase 1 | Eastbound de-acceleration lane on SR-248, and a westbound turn lane on SR-248.                         |
| Phase 2 | Complete all required intersection improvements, including signalization, in Phase two of the project. |

Staff recommends the City require construction of all intersection improvements at the same time as commencement of phase one of the Park City Heights project.

Applicant's responsibility for intersection improvements

Multiple traffic studies indicate that the intersection improvements identified in Paragraph 17 are triggered by the traffic generated by the applicant's project. Staff believes that given the fact that the project triggers the need for intersection improvements; the applicant should be responsible for financing and constructing those improvements.

The applicant does not agree with Staff's position and argues that the project's responsibility for these intersection improvements should be limited to the project's proportionate share of overall traffic volumes. Staff believes this approach is not consistent with that utilized with the IHC\USSA annexation.

Staff recommends that the City require the applicant to finance and construct the identified intersection improvements.

### **3. Contribution to Downstream Traffic Impacts**

The City's Entry Corridor Strategic Plan includes the objective "*Ensure that land use and planning decisions balance traffic impacts of development and road capacity while providing for mitigation of those impacts.*" Traffic generated from the Park City Heights development will impact not only the intersection of

Richardson Flat Road and SR-248 but also the entire SR-248 corridor (US 40 to SR-248).

Staff has calculated the applicant's obligation for the project's impact to the SR-248 corridor consistent with the City's Entry Corridor Strategic Plan, and with the methodology utilized for the IHC\USSA annexation,. These impacts are referred to in this report as "downstream impacts."

Paragraph 17 contains language that sets forth the applicant's obligation to mitigate the project's traffic impacts to the SR-248 corridor. Staff utilized the project's percentage of overall traffic growth along SR-248 (2008-2020). This 7% proportionate share was then multiplied by the City's estimated corridor improvement costs of \$15,000,000 (as identified in initial findings of SR-248 study presented to Council on November 20, 2008) to arrive at an estimate of \$1,050,000 for the applicant's obligation for downstream traffic mitigation. This approach is consistent with that which was utilized to calculate responsibility for downstream impacts of the recent Quinn's-IHC annexation.

The applicant does not agree with Staff's approach of utilizing the project's proportionate contribution to 2008-2020 traffic growth to calculate the project's responsibility for mitigation of downstream impacts. The applicant has recommended a substantially lower financial cap on this obligation (e.g. \$20,000).

It is important for Council to note that final corridor improvement costs are still a work in progress, and that the applicant and Staff are still in the process of refining the final traffic impact analysis. The final proportionate share and dollar value of the applicant's responsibility for downstream impacts will likely change from those contained in Paragraph 17 contained below. Staff has included language in Paragraph 17 to enable the applicant to challenge the City's calculation by filing an independent impact fee calculation in accordance with Title 12, Chapter 13 of the Park City Municipal Code.

Paragraph 17 contains a provision that allows the applicant to credit the costs it incurs in improving the Richardson Flat\SR-248 intersection towards meeting its obligation for mitigation of downstream impacts.

Staff recommends the City utilize the project's proportionate share of 2008-2020 traffic growth on SR-248 to calculate the project's financial responsibility for mitigating downstream traffic impacts.

Below is the annexation agreement language as recommended by staff which requires all of the specified signaled intersection improvements to be done in the first phase of development and sets forth the applicant's obligations for those improvements:

***17. Traffic Mitigation. A comprehensive traffic review and analysis of the Property and surrounding properties, including existing and future traffic and circulation conditions was performed by Petitioner's traffic consultant, Hales Engineering, dated June 7, 2007 (Exhibit C ). The mitigation measures identified in the study and the traffic calming***

**measures outlined in the Hales study shall be implemented in a manner consistent with the first phase of any MPD. The Parties anticipate that the Petitioner (or, as specified in connection with any such assignment, its assigns) shall bear all financial costs, except land acquisition costs, for the construction of a signalized intersection on State Road 248 and the connection of that intersection with a roadway to the Property, as shown in the Traffic Impact Study. Construction of this intersection and its connection with Richardson Flat Road shall meet all applicable Utah Department of Transportation and Park City Municipal Corporation standards and include the improvements detailed in a-d below:**

- a. A southbound left turn lane, deceleration lane and taper shall be constructed on SR-248 to accommodate more than 10 vehicles per hour making left-hand turning movements.**
- b. A northbound right turn pocket, deceleration lane and taper shall be constructed on SR-248 to accommodate more than 25 vehicles per hour making right-hand turning movements.**
- c. A westbound to northbound right turn acceleration lane and taper shall be constructed on SR-248 to accommodate more than 50 vehicles per hour. When the intersection is signalized, this improvement would not be necessary.**
- d. The Old Dump Road (Richardson Flat Road) shall be built to Park City Municipal Corp. standards at a minimum width of 29 feet back-of-gutter to back of gutter within a 66 foot right-of-way. This width is not inclusive of turn pockets or the improvements described in 1-2 below) to the easternmost Park City Heights intersection with Richardson Flats Road at the expense of the Petitioner. Turn pockets shall be constructed on Richardson Flat Road at each of the Property's intersections with the Richardson Flat Road. These turn pockets will be constructed per standards set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and/or by the American Association of Highway Transportation Officials (AASHTO). The Richardson Flat Road at its intersection with SR-248 will be of sufficient paved width to accommodate (at the stop bar):**
  - 1. 18' wide eastbound lane tapered per standards set forth in the MUTCD and/or by the AASHTO.**

- 2. 12' wide westbound left-hand/thru traffic lane (with adjoining right turn lane) for a minimum of 150', then tapered per standards set forth in the MUTCD and/or by the AASHTO.**
- e. The Petitioner shall construct, at its cost, a 10' separated and paved bicycle-pedestrian trail that connects (at its western terminus) to the existing Quinn's Junction trail on the north side of Richardson Flat Road. This trail shall run eastward (crossing the rail trail) with an eastern terminus at US-40. The trail shall be separated from Richardson Flat Road along its entire length. The design and construction of this trail, and its intersections must meet all applicable AASHTO safety standards as approved by the Park City Engineer. In the event the Petitioner is unable to obtain any third party approvals required to construct this trail the Petitioner shall then include 5' bike lanes on both sides of Richardson Flat Road (from its intersection with SR-248 eastward to US 40). The Petitioner shall provide the City with an easement on UPK property sufficient to continue this separated trail eastward along the north side of Richardson Flat Road (north side) to the Park and Ride entrance.**
- f. The Petitioner shall construct, at its cost, a 10' separated and paved bicycle-pedestrian trail that starts at the Rail Trail (at its south west intersection to the Richardson Flat Road) and continue east along the south side of Richardson Flat Road, turning south along the frontage road leading to the PC Heights subdivision to the south property line for future connection to adjacent development. The Petitioner shall obtain any third party approvals or the trail shall be constructed on the Park City Heights property. The Park City Heights trails/sidewalks/pathways constructed as part of the subdivision shall connect to this trail. The trail shall be separated from the Richardson Flat Road and the frontage road along its entire length. The design and construction of this trail, and its intersections must meet all applicable AASHTO safety standards as approved by the Park City Engineer.**
- g. The cost sharing methodology (between Petitioner and any assigns) for the above projects shall be agreed to by the Petitioner and assigns prior to any Final MPD approval.**

***In addition to the improvements to the Old Dump Road and its intersection with SR-248, each Petitioner (or, as specified in connection with any such assignment, its assigns) shall bear its proportionate share of financial costs of traffic mitigation improvements to be made to SR-248 (between US-40 and SR-224). The total cost of these traffic mitigation measures shall not exceed \$15,000,000 (measured in 2008 dollars). The proportionate share of the Petitioners' costs for these capacity enhancements shall be 7% or \$1,050,000. The costs as approved by the City of the intersection signalization and items a-c above shall be deducted from the Petitioners proportionate share. If the Petitioners disagree with the City calculation, they may file an Independent Fee Calculation in accordance with Title 12, Chapter 13 of the Park City Municipal Code.***

### **Requested Action(s)**

Staff requests Council direction on the following issues:

1. Does Council agree that intersection improvements are the responsibility of the applicant?
2. Does Council agree that all of the signal intersection improvements should be constructed with Phase I of the project?
3. Does Council agree with utilizing the downstream traffic impact methodology, as recommended by staff, based upon the projects percentage of traffic growth?
4. Does Council agree with the proposed trail improvements (including the requirement for a trail easement east of US 40)?

### **The Water Agreement**

The water agreement stipulates that the MPD will be staged in phases. Phase I is limited to 90 UEs (180,000 square feet of residential development) and 90,000 gallons of water per day of demand. Boyer Plumb and UPK agree that the City will not issue a temporary or permanent Certificate of Occupancy for development within Phase I prior to October 15, 2009; thereafter, the Phase I units will not be denied permanent certificates of occupancy based on the availability of water. No exterior irrigation would be allowed during Phase I. Once the 90 UEs or 180,000 square feet of development are completed, the City would stop issuing Certificates of Occupancy (Cos). Nintey (90) UEs allows IHC and Talisker to construct all of the affordable units (51.58 UEs) and still leaves 38.42 UEs (market rate units) for Boyer Plumb in Phase I.

The Water Agreement also makes it clear that Boyer Plumb and UPK further understand and agree that the City anticipates the water treatment plant will be operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm) on or before November 30, 2010. Accordingly, Boyer Plumb and UPK understand and agree that City will not issue a temporary or permanent Certificate of Occupancy to any development beyond Phase I of the Project prior to either (1) the date on which the water treatment plant is operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred

gallons per minute (1,500 gpm); or (2) November 30, 2010, whichever shall first occur. If the plant is not operational by 11/30/10, the City bears the risk of providing alternative water delivery.

Other notable elements of the water agreement include:

- Location and construction of a culinary water tank,
- Provision of rights of way for potential future City-owned water infrastructure including a raw water tank,
- Cost sharing to upsize the culinary water tank and associated transmission lines, and
- Clarification regarding what infrastructure each party is responsible for providing.

Staff also recommends that the Water Distribution and Water Transmission lines be installed in Phase I of the development. The applicant wants the ability to phase construction of the Transmission lines. The applicant also questions their ability to get Certificates of Occupancy and financing without outdoor irrigation in Phase I and want flexibility to use some water for outdoor irrigation in Phase I if they do not build all of the 90 UEs. Staff does not believe it will have any ability to enforce any limitations on outdoor irrigation use and does not recommend such use. The Building Department has met with the Legal Department and determined it can issue COs with the outdoor irrigation restriction.

- Does Council agree with the proposed Phasing strategy, including the City risk of completion of the water treatment plant?
- Does Council agree that the water infrastructure should be part of Phase I?
- Does Council agree that no outdoor irrigation is permitted in Phase I regardless of the number of UEs built?

#### Additional issues

Nightly Rental: The Planning Commission requested during a recent meeting that the Council specifically address whether nightly rental were allowed in the PC Heights annexation. On December 11, 2008, Council remanded the Land Management Code (LMC) changes, including Nightly Rentals as a Conditional Use in the CT zone, back to the Planning Commission for further review. The Planning Commission was particularly concerned with the difficulty of enforcement in the affordable housing areas. Nightly rental of affordable units is expressly prohibited in every affordable housing deed restrictions that are filed for each unit. There is also a minimum lease term of six months required for all units designated as affordable rental units. The CT zone only allows Short-Term Athlete Housing as a conditional use within an approved MPD. Does Council wish to restrict the nightly rental of market rate units, as well? Staff recommends that the issue of permitting nightly rental of market rate units be addressed as part of the MPD application review rather than as part of the annexation agreement. Does Council agree?

Mine Hazards: In light of the problems with the Mine Adit near the rail trail and the known presence of at least one mine on the annexation area, Staff recommends that the Annexation Agreement require that UPK and Talisker amend their Flagstaff Mine Inventory to include mine hazards in the Annexation Area, subject to the same requirements of the amended Supplemental Plan as approved by the Planning Commission. Does the Council agree?

**Recommendation**

Staff recommends that the City Council review the attached Annexation and Water Agreements, conduct a public hearing, and provide direction on the areas of disagreement.

**Exhibits**

Exhibit A- Annexation Plat

Exhibit B- Annexation Agreement (Exhibits A-C not included, Exhibit D - Water Agreement included)

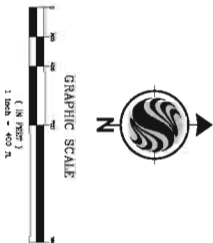
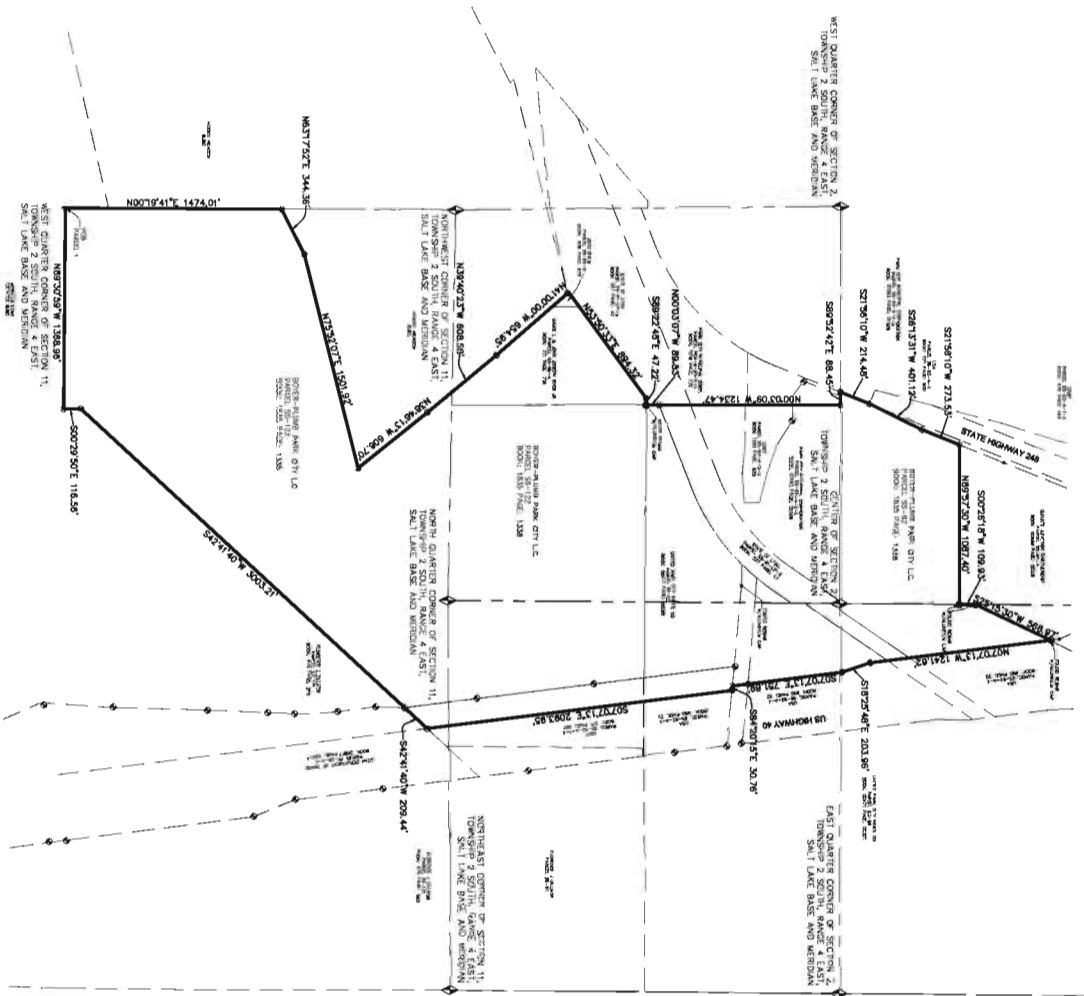
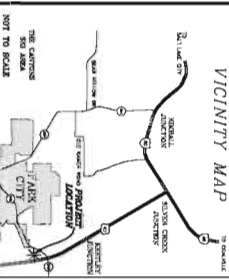
Exhibit C- Park City Heights Paths

Exhibit D- Interplan Transportation Memorandum

# EXHIBIT A

## ANNEXATION PLAT

LOCATED IN A PART OF SECTION 2 AND 11,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
SUMMIT COUNTY, UTAH



- LEGEND**
- ANNEXATION BOUNDARY
  - SECTION CORNER
  - ADJOINING DEED LINES
  - FOUND REBAR AND CAP
  - USDT ROW MARK FOUND
  - RECORD INFORMATION

## SURVEYOR'S CERTIFICATE

### ANNEXATION PLAT

I, **David E. Smith**, a duly qualified and licensed Surveyor and State of Utah, do hereby certify that the foregoing plat is a true and correct representation of the survey made by me or under my direction and supervision, and that the same has been properly and lawfully recorded in the public records of the county of **SUMMIT**, State of **UTAH**, and that the same has been properly and lawfully recorded in the public records of the county of **SUMMIT**, State of **UTAH**.

#### BOUNDARY DESCRIPTION

LEGAL DESCRIPTION: The annexation plat is located in a part of Section 2 and 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah. The boundaries of the annexation plat are as follows: The north boundary is a line 1,134.67 feet long, bearing S 89° 07' 15" E, from the intersection of the north boundary of Section 2 and the east boundary of Section 11, to the intersection of the north boundary of Section 2 and the east boundary of Section 11. The east boundary is a line 1,134.67 feet long, bearing S 89° 07' 15" E, from the intersection of the north boundary of Section 2 and the east boundary of Section 11, to the intersection of the north boundary of Section 2 and the east boundary of Section 11. The south boundary is a line 1,134.67 feet long, bearing S 89° 07' 15" E, from the intersection of the north boundary of Section 2 and the east boundary of Section 11, to the intersection of the north boundary of Section 2 and the east boundary of Section 11. The west boundary is a line 1,134.67 feet long, bearing S 89° 07' 15" E, from the intersection of the north boundary of Section 2 and the east boundary of Section 11, to the intersection of the north boundary of Section 2 and the east boundary of Section 11.

DATE: \_\_\_\_\_  
PREPARED BY: \_\_\_\_\_  
FILE NO: 4830700

## ANNEXATION PLAT

LOCATED IN A PART OF SECTION 2 AND 11,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
SUMMIT COUNTY, UTAH

RECORDED & PRELIMINARY  
STATE OF UTAH, COUNTY OF SUMMIT, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
DAVID E. SMITH, SURVEYOR  
BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

EXHIBIT B

**When recorded, please return to:**  
PARK CITY MUNICIPAL CORPORATION  
City Recorder  
P O Box 1480  
Park City UT 84060

**ANNEXATION AGREEMENT (12/12/08 DRAFT)**

This Annexation Agreement (this "Agreement") is made by and between Park City Municipal Corporation (hereinafter "Park City" or the "City"), Boyer Plumb Park City L.C. , a Utah liability company, ("Boyer Plumb") and United Park City Mines Company, a Delaware Corporation ("UPK") (Boyer Plumb and UPK hereafter collectively "Petitioner") to set forth the terms and conditions under which Park City will annex certain land owned by Petitioner, consisting of approximately 286.64 acres and located in unincorporated Summit County, Utah, at the southwest corner of State Route 248 and Highway 40 (as further defined below, the "Property"), and known as Park City Heights Annexation, into the corporate limits of Park City and extend municipal services to the Property. The City, Boyer Plumb and UPK are collectively referred to as the "Parties." This Agreement is made under authority of §§ 10-2-401 et. seq. of the Utah Code, Annotated 1953, as amended.

WHEREAS, included in the 286.64 acre annexation Property are the following parcels: parcel 1- M. Bayer/J. Bayer (SS-89-A); parcel 2- Boyer Plumb (SS-122); parcels 3, 7, and 8- United Park City Mines (UPCM)/Talisker (SS-88); parcel 4- Utah Department of Transportation (UDOT) (SS-92-A-2-X); parcel 5- Park City Municipal Corporation (PCMC) (SS-92-A-X-X); and parcel 6- Boyer Plumb Park City L.C. (SS-92). The annexation Property also includes the right-of-way of Old Dump Road through the Property and the State of Utah Parks and Recreation Rail Trail right-of-way through the Property.

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Property into the corporate limits of the City and, to that end, an annexation petition (the "Annexation Petition") for the Property was filed with the City on January 28, 2005. Additional information was included in the annexation petition and on February 16, 2005, the City deemed the application complete. The petition was accepted by the City on March 10, 2005.

WHEREAS, in connection with any such annexation (the "Annexation"), the Property is proposed to be zoned Community Transition, a City zoning district that allows for low density, clustered development as part of a Master Planned Development as more fully described in the City's Land Management Code. The zoning district allows uses including, but not limited to, public/quasi-public institutional uses, public recreation uses, affordable/employee housing, residential, and open space land uses on the Property.

WHEREAS, the Petitioner desires, but is not obligated, to donate twenty-four (24) acres of the Property for public and utility uses (described as Parcel SS-92 in Summit County recorder's Book 1835 Page 1338) to Park City, and Park City is willing to accept such donation.

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of Park City's agreement to annex Petitioner's property and in consideration of the mutual promises contained herein, as well as the mutual benefits to be derived here from, the Parties agree that the terms and conditions of Annexation shall be as follows:

1. **Property.** The property to be annexed is approximately 286.64 acres in size, as depicted on the annexation plat attached as Exhibit "A" (the "Annexation Plat") and as more fully described in the legal description attached as Exhibit "B" (hereafter referred to as the "Property").
2. **Zoning.** Upon Annexation, the Petitioners' Property will be zoned Community Transition District - Master Planned Development ("CT-MPD"). All remaining property shall be zoned Community Transition District ("CT").
3. **Master Plan Approval; Phasing.** Pursuant to Land Management Code Section 15-8-3 (D), on July 5, 2007, complete revised applications for Master Planned Developments on 239.58 acres of the Property (as submitted, the "MPD") was filed with the City. Annexation parcels 1, 4, 5 as described above are not included in the MPD. The Petitioner plans to submit a revised MPD application, and each Petitioner may submit a separate MPD application for their respective property. The allowable residential density of the MPD project area is 148 units. This maximum density does not include the approved AUEs as specified in Paragraph 10 below. Additional units may be authorized pursuant to the MPD review process, up to the maximum residential bonus density (one unit per acre) allowed by Section 15-2.23-4(A) of the LMC. This Agreement does not represent approval or vesting of any previously submitted MPD or any subsequent MPD proposal. Rather, any MPD and the land use development of the Property shall be governed by the zoning designations provided herein and, shall be finalized (and, as necessary, amended) as soon as reasonably practicable following completion of the Annexation process pursuant to Utah Code Annotated § 10-2-425(5) (a "Final MPD"). Moreover, any substantive amendments to any MPD or this Agreement shall be processed in accordance with the Park City Land Management Code in effect at the time. Further, as part of any Final MPD and subdivision approval process, the phasing of the development of the Property shall be determined, to ensure the adequacy of public facilities that may be required to support any such development. The Parties acknowledge that regardless of who proceeds with the first phase of development, whether individually or concurrently, the Water Delivery System Improvements of Paragraph 3 of the Water Agreement and the Traffic Mitigation improvements of Paragraph 17 below shall be completed with such first phase, and in any event prior to City completion of the water treatment plant. Because of the intent, but not the obligation, of Boyer Plumb to convey the 24 Acre Tract for public and utility uses, no determination or final decision is being made as to the height, use or density permitted on the 24 Acre Tract at this time.
4. **Trails.** A condition precedent to subdivision approvals for the Property is the grant to the City of non-exclusive, public easements across the Petitioners' Property, and the construction of non-vehicular pedestrian trails as determined by the Planning Commission during any Final MPD and Subdivision Plat review process (collectively, the "Trails"). In any event, the trail easements shall include, but are not limited to, existing trails and those easements necessary to extend and/or relocate existing non-vehicular pedestrian trails to connect to other public trail easements existing or planned for the future on adjacent developed or undeveloped properties. Any obligations with respect to the construction of any such trails shall be governed by the terms and conditions of any Final MPD and related development agreement for any portion of the Property. During

construction, temporary trail access shall be provided by the Parties as part of the Construction Mitigation Plan, as approved by the City.

5. **Fire Prevention Measures.** Because of significant wild land interface issues on the Property, the Petitioner (or, as specified in connection with any such assignment, its assigns) agrees to implement a fire protection and emergency access plan, to be submitted prior to the issuance of any building permits, and to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes.

6. **Roads and Road Design.** All streets and roads within and to the Property, which are to be dedicated to the City, shall be designed according to the City's road design standards. During any MPD review, the Planning Commission shall determine whether any particular road shall be granted, conveyed and/or dedicated to the City for purposes of a public thoroughfare and, upon acceptance thereof by the City, the maintenance and repair thereof by the City, or retained as private roads. The roads in the UPK and IHC affordable housing portions of the proposed project are anticipated to be public. Otherwise, maintenance and repair of all such streets and roads shall remain with the respective Petitioner (or its assigns), until such time as any such streets and roads shall be accepted by Park City pursuant to the City's applicable ordinances governing any such dedication (the "Subdivision Ordinance"). All roadways constructed within those portions of the Property developed after the Annexation and subject to the Subdivision Ordinance (the "Subdivision") shall be not less than thirty (30) feet wide, back of curb to back of curb. The final determination of which particular roadways, or portions thereof, are to be publicly dedicated shall be made during the Subdivision Plat review process; provided that the terms and conditions of grading and constructing roadway access across any City property shall be agreed to as part of any MPD approval process.

Sidewalks shall be included within the dedicated non-pavement right-of-way of all roads unless an alternate location or requirement is approved by the Planning Commission. Non-motorized paths separate from the road right-of-way may be preferable and determined by the Planning Commission.

No MPD shall propose a road or street connection from Park City Heights to The Oaks at Deer Valley Subdivision, Hidden Meadows Subdivision, or to the Morning Star Estates Subdivision. The two proposed single family lots with access onto Sunridge Court shall be restricted at the time of Final MPD to single family uses, consistent with the uses allowed in the Oaks at Deer Valley Subdivision. These lots may, if approved by the Oaks at Deer Valley Subdivision, be included in the Oaks at Deer Valley HOA at the time of Final Subdivision Plat approval.

7. **Sanitary Sewer, Line Extensions and Related Matters.** Construction and alignment of the sanitary sewer shall be established as part of a Final MPD and Final Subdivision Plat for the Property (as accepted by the City and filed in the official real estate records of Summit County, Utah, the "Subdivision Plat"). The preferred alignment of the sanitary sewer shall be that which mitigates the visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District. Further, as part of any MPD, each respective Petitioner (or, as specified in connection with any such assignment, its assigns) shall enter into a latecomer's agreement, relative to its portion of the Property, to reimburse the City for an equitable portion of its costs in extending sewer facilities adjacent to the Property if such Petitioner actually connects to such sewer line.

8. **Water Rights and Water Source Capacity.** **Boyer Plumb Units** The 1992 Pre-Annexation and Settlement Agreement conveyed 235.5 acre-feet of water rights to the City for the Park City Heights property and memorialized the fact that development on that property would be treated as if it had dedicated water rights to the City. Accordingly, the LMC Section 15-8-5 (C) (1) requirement to dedicate paper water rights is satisfied. **UPK Units**: So long as the UPK units are within the 20-acre Quinn's Junction Parcel referenced in the 1999 Flagstaff Development Annexation Agreement, the City shall provide water to the UPK units as provided in the 2007 Water Agreement and as referenced in the Amended and Restated Development Agreement for Flagstaff Mountain. Provision of such water is subject to the terms and restrictions contained in, or as may be adopted as part of, the Water Code, Title 13 of the Park City Municipal Code, including emergency and drought restrictions. Water Impact Fees will be determined and applied by the City in the same manner and in the same amount as with other developments within municipal boundaries, and in a manner consistent with the terms and provisions of the 1992 Pre-Annexation and Settlement Agreement, and the Amended and Restated Development Agreement for Flagstaff Mountain, and the 2007 Water Agreement referenced therein, respectively. A Water Agreement, between the City and the Petitioner shall be executed as part of this Annexation Agreement, to be recorded concurrently (Exhibit D).

9. **Water Facilities and Systems Costs.** Certain water facilities and systems internal to each Petitioners' portion of the Property and as necessary to connect to the City system as outlined in the Water Agreement shall be required to be constructed and, to the extent to be dedicated to the City, easements therefore granted to the City, as specifically provided for herein and in the Water Agreement. The final design of which shall be determined and agreed to, by the affected parties and the City during the first phase of development as part of the Final MPD and final Subdivision review process (the "Water Facilities and Systems"). Any and all such Water Facilities and Systems shall be constructed to not less than the specifications reasonably required by the City Engineer. A Water Agreement, between the City and the Petitioner, shall be executed as part of this Annexation Agreement, to be recorded concurrently.

In connection with any MPD and subdivision approval process, on-site storm runoff detention facilities, or approved alternatives, as approved by the Park City Engineer, may be required. The timing for the construction of such storm run-off improvements shall be determined at the time of final Subdivision Plat and Final MPD approval (the "Storm Detention Facilities").

10. **Affordable Housing Requirement.** Affordable/employee housing shall be provided in a manner consistent with the conditions of the Final MPD, with the understanding and agreement of the parties that:

- a. The base Employee/Affordable Housing requirement for the Boyer Plumb development associated with the Park City Heights Annexation and a Final MPD will be determined as defined in the City's Land Management Code and in a manner consistent with Affordable Housing Resolution 17-99. This requirement shall be satisfied by the construction of said AUEs within the Property. These AUEs do not count towards the 148 unit maximum residential density above.
- b. The requirement for 44.78 Affordable Unit Equivalents (AUE's) associated with the IHC Hospital, as described in the Intermountain Healthcare/USSA/Burbidge Annexation Agreement, will be transferred to and satisfied by the construction of said AUEs within the Property. These AUEs, currently configured in 17.91 Unit Equivalents, do not count towards the 148 unit maximum residential density above.

- c. The AUE requirement for development associated with the Montage Hotel under the Amended and Restated Development Agreement for Flagstaff Mountain is 20 AUE's. This requirement, as described in the Amended and Restated Development Agreement, may be satisfied with construction of these AUE's within the Property. These AUEs, currently configured in 8 Unit Equivalents, do not count towards the 148 unit maximum residential density above.
- d. The Employee/Affordable Housing Phasing Plan of the Flagstaff Mountain Development Agreement further identifies the 20-acre Quinn's Junction parcel that is part of this Annexation Agreement as a potential location for other affordable housing requirements outlined in the Flagstaff Development Agreement. The intent of the Employee/Affordable Housing Phasing Plan of the Flagstaff Mountain Development Agreement is to first explore and locate units on other parcels currently within the City. The remaining units, up to a maximum of 64.175 AUEs, may be located on the 20-acre Quinn's Junction Parcel. These AUEs, currently configured in 25.67 Unit Equivalents, do not count towards the 148 unit maximum residential density above. If building permits are issued for additional AUEs on other parcels within the City, those AUEs shall be subtracted from the maximum of 64.175 AUEs, except that: i) for each of the pending 21 AUEs currently applied for (100 Marsac, and Daly Ave.) to be built within the City that is approved, UPK may build an attainable unit not to exceed 1300 square feet within the 20 Acre Quinn's Junction Parcel; and ii) the 8 AUEs at Prospector Condominiums may be exchanged for AUEs within the Park City Heights MPD. Any additional AUEs or attainable housing (beyond the 64.175 AUEs and beyond the exceptions described above) must count towards the 148 unit maximum residential density above, unless additional density is approved as part of any revised MPD that complies with LMC 15-2.23-1(A)(B)(J) and (K). If attainable units are added, the pricing and restrictions of such units are subject to approval by the City as an amendment to the Employee/Affordable Housing Phasing Plan of the Flagstaff Mountain Development Agreement.
- e. Affordable units shall be made available for occupancy on approximately the same schedule as, or prior to, a project's market units or lots; except that Certificates of Occupancy (temporary or permanent) for the last ten percent of the market units on the Boyer Plumb property shall be withheld until Final Certificates of Occupancy have been issued for all of the inclusionary units (subparagraph (a) above). A schedule setting forth the phasing of the total number of market units in a proposed MPD for the Boyer Plumb property, along with a schedule setting forth the phasing of the required inclusionary units (subparagraph (a) above) shall be approved as part of a Final MPD prior to the issuance of a building permit for either the affordable or market rate units on the Boyer Plumb property.

11. **Sustainable Development requirements.** All construction within any Final MPD shall utilize sustainable site design, development and building practices. Unless otherwise approved in a final MPD in compliance with the current Environmental/Sustainability Element of the General Plan, each dwelling unit in the developments must reach a score of 100 on the Build Green Checklist (Exhibit H) **OR** reach LEED for Homes Silver Rating (minimum 60 points).

In addition to the builder achieving the aforementioned points on the Build Green or LEED for Homes checklists, to achieve water conservation goals, the builder must either:

- Achieve a minimum of 20 points within section XXXVIII (Resource Conservation: Water of the Build Green Checklist); OR
- Achieve a combined 10 points within the Sustainable Sites: 2. Landscaping and the Water Efficiency sections of LEED for Homes Checklist.

Points achieved in these resource conservation categories will count towards the overall score.

12. **Planning Review Fees.** Each of Boyer Plumb and UPK, as to its development portion of the annexed Property shall be responsible for all standard and customary, and generally-applicable planning, building, subdivision and construction inspection fees imposed by the City in accordance with the Land Management Code.

13. **Impact and Building Fees.** All property owners within the annexed property shall be responsible for their respective portion of all standard and customary, and generally-applicable, fees, such as development, impact, park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Property at the time of application for any building permits. In the event that additional inspections of roads and structures are required, based on the Geotechnical report prepared by GHS Geotechnical Consultants, Inc. dated June 9, 2006 and supplemental report dated March, 2008, these additional fees shall be borne by the each Petitioner as to their respective portions of the Property.

14. **Acceptance of Public Improvements.** Subject to fulfillment of all the conditions of the Subdivision Ordinance and, further, Park City's final approval of the construction of any public improvements, roads, streets, water facilities, utilities, and easements as may be agreed by the Parties in connection with a Final MPD and Subdivision Plat review and approval process (the "Public Improvements"), shall be conveyed and dedicated to the City, for public purposes. Following any such dedication, Park City shall be responsible for the maintenance, repair and replacement of any and all such Public Improvements.

15. **Snow Removal and Storage.** Other than as may be necessary or appropriate for the Trails, Park City shall not be obligated to remove snow from roads, streets or similar improvements within the Property, until acceptance of the dedication thereof to the City pursuant to the City's Subdivision Ordinance. Park City shall not be obligated to remove snow from private roads, streets, or other similar private improvements to be further identified on final subdivision plats.

16. **Fiscal Impact Analysis.** The Fiscal Impact Analysis, prepared for the Petitioner by Lodestar West, Inc. and dated June 6, 2007, was reviewed by the Park City Heights Annexation Task Force and forwarded to the Planning Commission for further review. The Fiscal Impact Analysis concludes that the Annexation will result in an overall positive impact on the City. The analysis includes revenue and cost assumptions related to the Annexation and development of the Property, concludes that there will be a net fiscal gain to the School District for the market rate units and a net fiscal loss to the School District for the affordable housing portion of the development; however, if aggregate property taxes to the District generated from local sources are not adequate to cover the expenditures required for the budget, then additional State funds would be redistributed per the State Code, to compensate for the shortfall. The fiscal Impact Analysis is hereby accepted and approved by the City as part of this Agreement.

17. **Traffic Mitigation.** A comprehensive traffic review and analysis of the Property and surrounding properties, including existing and future traffic and circulation

conditions was performed by Petitioner's traffic consultant, Hales Engineering, dated June 7, 2007 (Exhibit C). The mitigation measures identified in the study and the traffic calming measures outlined in the Hales study shall be implemented in a manner consistent with the first phase of any MPD. The Parties anticipate that the Petitioner (or, as specified in connection with any such assignment, its assigns) shall bear all financial costs, except land acquisition costs, for the construction of a signalized intersection on State Road 248 and the connection of that intersection with a roadway to the Property, as shown in the Traffic Impact Study. Construction of this intersection and its connection with Richardson Flat Road shall meet all applicable Utah Department of Transportation and Park City Municipal Corporation standards and include the improvements detailed in a-d below:

- a. A southbound left turn lane, deceleration lane and taper shall be constructed on SR-248 to accommodate more than 10 vehicles per hour making left-hand turning movements.
- b. A northbound right turn pocket, deceleration lane and taper shall be constructed on SR-248 to accommodate more than 25 vehicles per hour making right-hand turning movements.
- c. A westbound to northbound right turn acceleration lane and taper shall be constructed on SR-248 to accommodate more than 50 vehicles per hour. When the intersection is signalized, this improvement would not be necessary.
- d. The Old Dump Road (Richardson Flat Road) shall be built to Park City Municipal Corporation standards at a minimum width of 29 feet back-of-gutter to back of gutter within a 66 foot right-of-way. This width is not inclusive of turn pockets or the improvements described in 1-2 below) to the easternmost Park City Heights intersection with Richardson Flats Road at the expense of the Petitioner. Turn pockets shall be constructed on Richardson Flat Road at each of the Property's intersections with the Richardson Flat Road. These turn pockets will be constructed per standards set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and/or by the American Association of Highway Transportation Officials (AASHTO). The Richardson Flat Road at its intersection with SR-248 will be of sufficient paved width to accommodate (at the stop bar):
  1. 18' wide eastbound lane tapered per standards set forth in the MUTCD and/or by the AASHTO.
  2. 12' wide westbound left-hand/thru traffic lane (with adjoining right turn lane) for a minimum of 150', then tapered per standards set forth in the MUTCD and/or by the AASHTO.
- e. The Petitioner shall construct, at its cost, a 10' separated and paved bicycle-pedestrian trail that connects (at its western terminus) to the existing Quinn's Junction trail on the north side of Richardson Flat Road. This trail shall run eastward (crossing the rail trail) with an eastern terminus at US-40. The trail shall be separated from

Richardson Flat Road along its entire length. The design and construction of this trail, and its intersections must meet all applicable AASHTO safety standards as approved by the Park City Engineer. In the event the Petitioner is unable to obtain any third party approvals required to construct this trail the Petitioner shall then include 5' bike lanes on both sides of Richardson Flat Road (from its intersection with SR-248 eastward to US 40). The Petitioner shall provide the City with an easement on UPK property sufficient to continue this separated trail eastward along the north side of Richardson Flat Road (north side) to the Park and Ride entrance.

- f. The Petitioner shall construct, at its cost, a 10' separated and paved bicycle-pedestrian trail that starts at the Rail Trail (at its south west intersection to the Richardson Flat Road) and continue east along the south side of Richardson Flat Road, turning south along the frontage road leading to the PC Heights subdivision to the south property line for future connection to adjacent development. The Petitioner shall obtain any third party approvals or the trail shall be constructed on the Park City Heights property. The Park City Heights trails/sidewalks/pathways constructed as part of the subdivision shall connect to this trail. The trail shall be separated from the Richardson Flat Road and the frontage road along its entire length. The design and construction of this trail, and its intersections must meet all applicable AASHTO safety standards as approved by the Park City Engineer.
- g. The cost sharing methodology (between Petitioner and any assigns) for the above projects shall be agreed to by the Petitioner and assigns prior to any Final MPD approval.

In addition to the improvements to the Old Dump Road and its intersection with SR-248, each Petitioner (or, as specified in connection with any such assignment, its assigns) shall bear its proportionate share of financial costs of traffic mitigation improvements to be made to SR-248 (between US-40 and SR-224). The total cost of these traffic mitigation measures shall not exceed \$15,000,000 (measured in 2008 dollars). The proportionate share of the Petitioners' costs for these capacity enhancements shall be 7% or \$1,050,000. The costs as approved by the City of the intersection signalization and items a-c above shall be deducted from the Petitioners proportionate share. If the Petitioners disagree with the City calculation, they may file an Independent Fee Calculation in accordance with Title 12, Chapter 13 of the Park City Municipal Code.

18. **Effective Date.** This Agreement is effective upon recordation of the annexation plat and the filing and recordation of the annexation ordinance.

19. **Governing Law; Jurisdiction and Venue.** The laws of the State of Utah shall govern this Agreement. Jurisdiction and venue are proper in Summit County.

20. **Real Covenant, Equitable Servitude.** This Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this

Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property. This Agreement, a certified copy of the ordinance approving the Annexation, and the Annexation Plat shall be recorded in the County Recorder's Office of Summit County, Utah.

21. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Petitioner or its successors or assigns; provided that, notwithstanding the foregoing, the City hereby consents to the assignment of the rights and responsibilities, and the benefits, of this Agreement, in whole or in part, to Boyer Plumb or UPK, as the case may be, upon written notice to the City; and provided that, in connection with and to the extent of any such assignment, Petitioner shall not have any further rights or responsibilities under this Agreement as and to the extent accruing from and after the date of any such assignment.

22. **Compliance with City Code.** Notwithstanding Paragraph 17 of this Agreement, from the time the Park City Council (the "City Council") formally approves this Agreement and upon completion of the Annexation by recordation of the annexation plat, the Property shall be subject to compliance with any and all City Codes and Regulations pertaining to the Property.

23. **Full Agreement.** This Agreement, together with the recitals and exhibits attached to this Agreement (which are incorporated in and made a part of this Agreement by this reference), and the written agreements expressly referenced herein, contain the full and complete agreement among all Parties regarding the Annexation of the Property into the City and there are no other agreements among all Parties in regard to the Annexation of the Property. Only a written instrument signed by all Parties, or their successors or assigns, may amend this Agreement.

24. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement among the Parties. Except as otherwise specified herein, this Agreement, the rights and benefits under this Agreement, and the terms or conditions hereof, shall not inure to the benefit of any third party.

25. **Vested Rights.** Subject to the provisions of this Agreement, Petitioner (or its assigns) shall have the right to develop and construct the proposed Projects in accordance with the uses, densities, intensities, and configuration of development approved in any Final MPD when approved, subject to and in compliance with other applicable ordinances and regulations of Park City.

26. **Nature of Obligations of Petitioners.** Each of Boyer Plumb and UPK are liable for performance of the obligations imposed under this Agreement only with respect to the portion of property which it owns and shall not have any liability with respect to the portion of the property owned by the other Party. Boyer Plumb and UPK agree to reasonably cooperate with each other to coordinate performance of all of their respective obligations under this Agreement.

**PARK CITY MUNICIPAL CORPORATION,**  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Dana Williams, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

\_\_\_\_\_  
Janet Scott, City Recorder

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Harrington, City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Boyer Plumb Park City L.C.,**  
A Utah liability company

By: \_\_\_\_\_, its \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

**United Park City Mines Company,**  
a Delaware corporation

By: \_\_\_\_\_, its \_\_\_\_\_

Exhibits- (not attached)

- A. Annexation Plat (attached to Staff report)
- B. Legal Description
- C. Hales Engineering Traffic Study June 7, 2007
- D. Water Agreement (attached )

## **WATER AGREEMENT (12/10/08 DRAFT) (EXHIBIT D)**

This WATER AGREEMENT (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the “City”); Boyer Plumb Park City Heights LLC (“Boyer Plumb”); and United Park City Mines Company, a Delaware corporation (“UPK”), (individually, a “Party” and, collectively, the “Parties”).

### **RECITALS**

A. Boyer Plumb and UPK each own certain real property located in Summit County, State of Utah, as more particularly described and shown in attached Exhibit “A” (the “the Property”); and

B. Boyer Plumb and UPK intend to separately subdivide their respective properties within the Property and improve them in two phases, as described below, for residential development (the “Project”), which is within the annexation area for Park City Heights (“PCH”); and

C. The Parties have concurrently herewith entered into an Annexation Agreement, dated September \_\_\_\_, 2008, (the “Annexation Agreement”), under which the City agrees to annex the Property into the corporate limits of the City and extend municipal services to the Property and the Project; and

D. Under the Annexation Agreement, the Parties agree to enter into this separate Water Agreement for the purpose of implementing Sections \_\_\_\_ of the Annexation Agreement relating to, among other matters, the design and construction of and payment for the “Water Delivery System,” as defined in this Water Agreement and as may be further defined in any future written agreement addressing that definition;

NOW, WHEREFORE, in consideration of the terms and conditions of this Agreement, as well as the mutual benefits to be derived herefrom, the Parties agree as follows:

### **AGREEMENT**

1. Water Delivery System and Project Peak Daily Demand. The Parties agree to cooperate in the construction of a Water Delivery System, as defined in this Water Agreement, which will be adequate to meet the water demand of the Project as phased while also providing additional capacity to the City for the delivery of water to customers outside of the Property. The City shall and subject to the terms of the Water Agreement and the Annexation Agreement hereby agrees to provide culinary water and irrigation water sufficient to meet the projected peak daily water demand for the use and development of the Project as phased, subject to the terms and restrictions contained in, or as may be adopted as part of, the Water Code, Title 13 of the Municipal Code of Park City, including emergency and drought restrictions. The Parties understand, acknowledge and agree that the peak daily water demand for the Project shall not exceed 350 gallons per

minute. Attached hereto and incorporated herein as “Exhibit B” is a “Project Density Calculation by Developer” which sets out an allowable residential density for Market Units and Affordable Unit Equivalents (“AUEs”). Except as otherwise specified in this Water Agreement or the Annexation Agreement, or any future written agreement, the City shall have no further obligation to provide any water, water rights, source capacity and/or infrastructure to the Project or the Property.

2. Phasing.

- a. Phase I. Boyer Plumb and UPK agree that the Project will be developed in phases. Boyer Plumb and UPK agree that Phase I of the Project shall be limited to a maximum of one-hundred eighty-thousand (180,000) square feet of residential development and that Phase I shall not exceed the lesser of ninety (90) Unit Equivalents, or ninety-thousand (90,000) gallons per day of demand. Boyer Plumb and UPK further agree that City will not issue a temporary or permanent certificate of occupancy to development within Phase I prior to October 15, 2009; thereafter, the Phase I units will not be denied permanent certificates of occupancy based on the availability of water.
- b. Subsequent Phases. The Parties understand and agree that City is in the process of designing and constructing a water treatment plant. Boyer Plumb and UPK understand and agree that City is unable to meet the water demand beyond Phase I of the Project without the water treatment plant being operational and capable of increasing City’s water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm). Boyer Plumb and UPK further understand and agree that City anticipates the water treatment plant will be operational and capable of increasing City’s water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm) on or before November 30, 2010. Accordingly, Boyer Plumb and UPK understand and agree that City will not issue a temporary or permanent certificate of occupancy to any development beyond Phase I of the Project prior to either (1) the date on which the water treatment plant is operational and capable of increasing City’s water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm); or (2) November 30, 2010, whichever shall first occur (the City bearing the risk of an alternative source or system delivery by such date).

3. Water Delivery System Infrastructure. Boyer Plumb and UPK shall provide as-built drawings of the infrastructure identified below and GPS coordinates for all water surface features. The City Water Department shall have access to the construction sites at all times.

- a. Culinary Water Tank. Concurrent with the construction of Phase I, Boyer Plumb and UPK shall design and construct a one-million (1,000,000) gallon Culinary Water Tank, together with all required pumps, valves, valve vaults, access roads, and other appurtenances, within the PCH Property subject to City’s approval. The

purpose of the tank is to provide fire suppression and operational storage for the Project and to increase the City's water storage capacity.

- b. Raw Water Reservoir. City may design and construct up to a two and one-half million (2,500,000) gallon Raw Water Reservoir within the PCH Property. The location of the reservoir must be approved by the City and unless otherwise specified by the City Water Department shall be located at an elevation between 6940 and 7000 feet.
  - c. Culinary Water Distribution Line. Concurrent with the construction of Phase I, Boyer Plumb and UPK shall design and construct a Culinary Water Distribution Line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying culinary water from the Culinary Water Tank to the Project and for the additional purpose of increasing City's water delivery capacity. The design and construction of the water distribution line shall be subject to City's approval.
  - d. Culinary Water Transmission Line. Concurrent with the construction of Phase I, Boyer Plumb and UPK shall design and construct a culinary water transmission line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying treated water from the City's proposed water treatment plant to the Culinary Water Tank and for the additional purpose of increasing City's water delivery capacity. The design and construction of the culinary water transmission line shall be subject to City's approval, and the completion of the construction of this line shall be no later than the completion of the proposed water treatment plant.
  - e. Raw Water Transmission Lines. City shall design and construct raw water transmission lines, together with all required pumps, valves, and other appurtenances, for the purpose of conveying untreated water to and from the Raw Water Reservoir to City's proposed water treatment plant and/or the City system. Boyer Plumb and UPK shall provide notice and an opportunity to the City to include this work as a bid alternative for their Phase I improvements as required in this section. In such a case, Boyer Plumb and UPK shall provide the opportunity to the City to incorporate the City's design of the Raw Water Transmission Line into the Phase I improvements construction documents, but as a separate bid item.
  - f. Snow Park – Oaks Water Transmission Line. Concurrent with the construction of Phase I, Boyer Plumb and UPK shall design and construct of the Snow Park – Oaks Water Transmission Line, together with all required pumps, valves, and other appurtenances, for the purpose of conveying water from the Snow Park pressure zone to the Water Delivery System. The design and construction of the water transmission line shall be subject to City's approval.
4. Cost of Water Delivery System. The Parties agree that, pursuant to the terms of the Annexation Agreement and this Water Agreement:

- a. Culinary Water Tank. Boyer Plumb and UPK shall pay all costs associated with the design and construction of the Culinary Water Tank and all related pumps, valves, pipes, security, access roads, revegetation, slope stability, and electrical service extensions. The City subsequently shall pay Boyer Plumb and UPK the City's proportionate share based on volume split of project requirement versus City volume upsize [fifty-seven percent (57%) if the tank is upsized to one million gallons] within thirty (30) days of approval of the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee that this improvement is complete. No costs in excess of the estimated cost of construction used for the public improvement guarantee shall be part of the City reimbursement unless approved in advance and in writing by the City.
- b. Raw Water Reservoir. City shall pay all costs associated with the design and construction of the Raw Water Reservoir and all related pumps, valves, pipes, security, access roads, revegetation, slope stability, and electrical service extensions.
- c. Culinary Water Distribution Line. Boyer Plumb and UPK shall pay all costs associated with the design and construction of the Culinary Water Distribution Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Culinary Water Distribution Line, the Parties shall determine the incremental costs incurred by Boyer Plumb and UPK over and above the cost of having designed and constructed the required Project size determined during design (minimum of eight (8) inch) culinary distribution line. The incremental cost increase of the actual Culinary Water Distribution Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of the Culinary Water Distribution Line. City shall pay Boyer Plumb and UPK its ratable share of the costs of the Culinary Water Distribution Line within thirty (30) days of approval of the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee that this improvement is complete. No costs in excess of the estimated cost of construction used for the public improvement guarantee shall be part of the City reimbursement unless approved in advance and in writing by the City.
- d. Culinary Water Transmission Line. Boyer Plumb shall pay all costs associated with the design and construction of the Culinary Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Culinary Water Transmission Line, the Parties shall determine the incremental costs incurred by Boyer Plumb over and above the cost of having designed and constructed the required culinary water transmission line size as determined during design (minimum of eight (8) inch). The incremental cost of the actual Culinary Water Transmission Line, which the Parties understand and agree may be larger

than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of the Culinary Water Transmission Line. City shall pay Boyer Plumb its ratable share of the costs of the Culinary Water Transmission Line within thirty (30) days of approval of the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee that this improvement is complete. No costs in excess of the estimated cost of construction used for the public improvement guarantee shall be part of the City reimbursement unless approved in advance and in writing by the City.

- e. Raw Water Transmission Lines. City shall pay all costs associated with the design and construction of the Raw Water Transmission Lines and all related pumps, valves, and other appurtenances. In such a case, the construction of the Raw Water Transmission Line would be a separate bid item to be paid in full by the City. The measurement and payment for this bid item will be provided by the City and shall define the complete installation of the Raw Water Transmission Line separate from the installation of the culinary water transmission line or culinary water distribution line, even if they share the same trench. In such a case, the measurement and payment for the other lines within the same trench will be defined in the same way to keep costs separate. City shall pay Boyer Plumb the total cost of the Raw Water Transmission Lines within thirty (30) days of approval of the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee that this improvement is complete. No costs in excess of the bid shall be part of the City reimbursement unless approved in advance and in writing by the City.
- f. Snow Park – Oaks Water Transmission Line. Boyer Plumb and UPK shall pay all costs associated with the design and construction of the Snow Park – Oaks Water Transmission Line and all related pumps, valves, and other appurtenances. Within thirty (30) days of the completion of Snow Park - Oaks Water Transmission Line, the Parties shall determine the incremental costs incurred by Boyer Plumb and UPK over and above the cost of having designed and constructed the required transmission line size as determined during design (minimum of eight (8) inch). The incremental cost increase of the actual Snow Park –Oaks Water Transmission Line, which the Parties understand and agree may be larger than the required Project size (minimum of eight (8) inches), shall represent City's ratable share of the cost of design and construction of that line. City shall pay Boyer Plumb and UPK its ratable share of the costs of the Snow Park – Oaks Water Transmission Line within thirty (30) days of approval of the City Engineer, following request for inspection pursuant to the Subdivision Ordinance and associated public improvement guarantee that this improvement is complete. No costs in excess of the estimated cost of construction used for the public improvement guarantee shall be part of the City reimbursement unless approved in advance and in writing by the City.

- g. Incremental costs as defined by this section shall include the incremental cost of inches of increased trench width from upsizing the pipe diameter (incremental additional backfill, excavation, if any, haul off, if any, and import of suitable backfill, if any) and the incremental material cost of the pipe itself.

5. Limitation on Use of Irrigation Water.

- a. Boyer Plumb and UPK agree that no water shall be used for irrigation within the Project until City's proposed water treatment plant is operational and capable of increasing City's water source capacity by a minimum of one-thousand five-hundred gallons per minute (1,500 gpm). Permanent certificates of occupancy for Phase I will be subject to a landscape bond as approved by the Chief Building Official.
- b. Subject to the terms and conditions of the Annexation Agreement and this Water Agreement, City agrees to issue Permanent Certificates of Occupancy for constructed units within Phase I of the Project prior to completion of City's proposed water treatment plant.

6. Specifications of Water Delivery System. Subject to the terms and conditions of the Annexation Agreement and this Water Agreement, unless the City provides notice that it does not want the upgrades in Paragraphs 3 and 4 above by (Date), 2009, or otherwise agreed in writing, Boyer Plumb shall submit all required plans and specifications to City for approval and, thereafter, shall construct and install such approved Water Delivery System within the Project subject to the terms of this Water Agreement.

7. Conveyance of Easements. Boyer Plumb and UPK shall convey such easements to City as needed, as subdivision platting occurs, for the location of culinary and raw water transmission lines as defined in the Annexation Agreement and this Water Agreement. Boyer Plumb and UPK agree that all easements conveyed for these purposes shall be in accordance with the limitations and conditions of the City approved utility plan.

8. Conveyance of Property. Boyer Plumb and UPK shall convey property in fee to City within the PCH annexation boundary, as needed and as approved by the City, for the location of the Culinary Water Tank, Raw Water Reservoir, and City's proposed water treatment plant as defined in the Annexation Agreement and as further depicted in the approximate location and drawing attached to this Water Agreement as Exhibit B, provided that such conveyance and location does not diminish (i) the densities described in the Annexation Agreement, or (ii) the ability to secure MPD approvals and permits related to such densities. Boyer Plumb and UPK agree that all property conveyed for these purposes shall be free from financial liens.

9. Annexation Agreement; Soils; Integration. Except as specified in this Agreement or as may be otherwise agreed in writing by the Parties, all terms and conditions of the Annexation Agreement remain in full force and effect. Consistent with the Annexation Technical Reports-Mine Soil Hazard Mitigation Plan, incorporating the Richardson Flats

MOU dated May 10, 2005, soils from PCH and UPK Property, or any utility work in conjunction with this development, including the City's importation pipe, water treatment plant and the water delivery system improvements herein, shall be eligible for deposit at Richardson Flats.

10. Miscellaneous. The Parties further agree as follows:

- a. Binding Terms; Entire Agreement. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors, transferees and assigns of the Parties. This Agreement and the exhibits attached hereto constitute the entire agreement among all the Parties hereto with respect to the subject matter hereof, incorporates all prior agreements, and may only be modified by a subsequent writing duly executed by the Parties.
- b. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any part of the PCH Property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein.
- c. Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Any Party may waive any provision of this Agreement intended for its benefit; provided, however, that any such waiver shall in no way excuse any other Party from the performance of any of its other obligations under this Agreement.
- d. Interpretation; Recitals. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against any Party. The recitals stated above and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.
- e. Governing Law; Captions. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Utah. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- f. Applicability. If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

- g. Authority; Further Assurances. Each Party hereto represents and warrants that it has the requisite corporate power and authority to enter into and perform this Agreement and that, to their respective, current, actual knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject. Each Party to this Agreement shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by the other Party in order to fully carry out the transactions contemplated by this Agreement.
- h. No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall create an enforceable right, claim or cause of action by any third person, entity or party against any Party to this Agreement.
- i. Counterparts; No Recording. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be recorded in the official real estate records of Summit County, Utah, or elsewhere, without the express, written consent of the Parties.
- j. Force Majeure. If any Party is delayed or prevented from performance of any act required hereunder by reason of a “force majeure” event, and such Party is otherwise without fault, then performance of such act shall be excused for the period of the delay. For purposes of this Agreement, “force majeure” shall mean any delay caused by acts of nature or the elements, acts of terrorism, weather, avalanche, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, malicious mischief, vandalism, including without limitation, except with respect to the City, governmental or regulatory action or inaction, beyond the control of the Party claiming “force majeure” or any other person or entity delayed.
- k. Notices. Unless otherwise designated in writing, all notices, demands and other communications under this Agreement shall be in writing and mailed by first class registered or certified mail, postage prepaid, sent by receipted hand delivery, sent by nationally-recognized, overnight courier, sent by confirmed facsimile and, in any case, shall be addressed as set forth in the Annexation Agreement for each such Party (or their legal counsel).
- l. Relationship of Parties; Limitation of Liability. Nothing herein contained shall be deemed or construed as creating a relationship of principal and agent, partnership or joint venture among the Parties, or any of them, it being agreed that neither any provision contained herein, nor any acts of the Parties hereto shall be deemed to create any relationship between the Parties except as otherwise specified in this Agreement.

- m. Remedies Cumulative; No Waiver; Injunctive Relief. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by any Party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. Further, the Parties agree and acknowledge that a non-defaulting Party may not have an adequate remedy at law by reason of any breach of default of the terms or conditions of this Agreement and, as such, the non-defaulting Party shall be entitled to injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement by the defaulting Party, in addition to and without waiver of any other remedies available at law or in equity.

DATED as of the \_\_\_\_ day of \_\_\_\_\_, 2008.

*[signatures on following page]*

**PARK CITY MUNICIPAL CORPORATION,**  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Dana Williams, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

\_\_\_\_\_  
Janet Scott, City Recorder

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas A. Daley, Sr., Deputy City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**Boyer Plumb, a Utah LLC**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**United Park City Mines Company,  
a Delaware Corporation**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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Exhibit “A”

---

(Legal Description of PCH Property)

BOYER PLUMB PROPERTY:

UPK PROPERTY

## Exhibit "B"

### PROJECT DENSITY CALCULATION BY DEVELOPER

#### **Park City Heights Density Calculation**

##### Allowable Development

##### Assumptions:

1 Unit Equivalent (UE) = 2,000 sq/ft

1 Affordable Unit Equivalent (AUE) = 800 sq/ft

| <u>Owner</u>                                                                                                | <u>Units</u> | <u>AUEs</u> | <u>UEs</u>       |
|-------------------------------------------------------------------------------------------------------------|--------------|-------------|------------------|
| Market Units*                                                                                               | 148          |             | **               |
| <u>Phase I (90 UEs allowed per current water availability)</u>                                              |              |             |                  |
| IHC Affordable                                                                                              |              | 44.78       | equates to 17.91 |
| Talisker (Montage) Affordable                                                                               |              | 20.00       | equates to 8.00  |
| Talisker (non-Montage) Affordable                                                                           |              | 64.175      | equates to 25.67 |
| Total Phase I Affordable Housing Units Allowed                                                              |              | 128.96      | equates to 51.58 |
| Total Available Units for Plumb/Boyer Phase I Market Rate Units Allowed (90 UEs less 51.58 UEs/128.96 AUEs) |              |             | 38.42            |
| <u>Phase II (with new water treatment plant or after Nov. 30, 2010)</u>                                     |              |             |                  |
| Total Plumb/Boyer Phase II Market Rate Units Allowed                                                        |              |             | 109.58           |
| Total Plumb/Boyer Phase II Affordable Units Required***                                                     |              | 29.60       |                  |

\* Base residential density equals 148 market units. Additional units may be authorized during the MPD review process, up to the maximum bonus density allowed pursuant to Section 15-2.23-4 of the LMC.

\*\* For Single Family Units, one Unit Equivalent (UE) equals one single family lot. The Planning Commission may limit building size during the MPD process. For Multiple Family Units, one UE equals 2,000 square feet as noted in the aforementioned assumptions.

\*\*\* Plumb/Boyer's affordable housing requirement will depend upon the total number of market units approved during the MPD process and may be constructed as part of Phase II. The number of affordable units required is 20% of market units; affordable units are in addition to the total market units.

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Exhibit “C”

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(Location of Culinary Water Tank)

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Exhibit “D”

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(Location and Description of Raw Water Reservoir)

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Exhibit “E”

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(Location and Description of Transmission Lines)

# Richardson Flat Road/PC Heights Proposed Paths

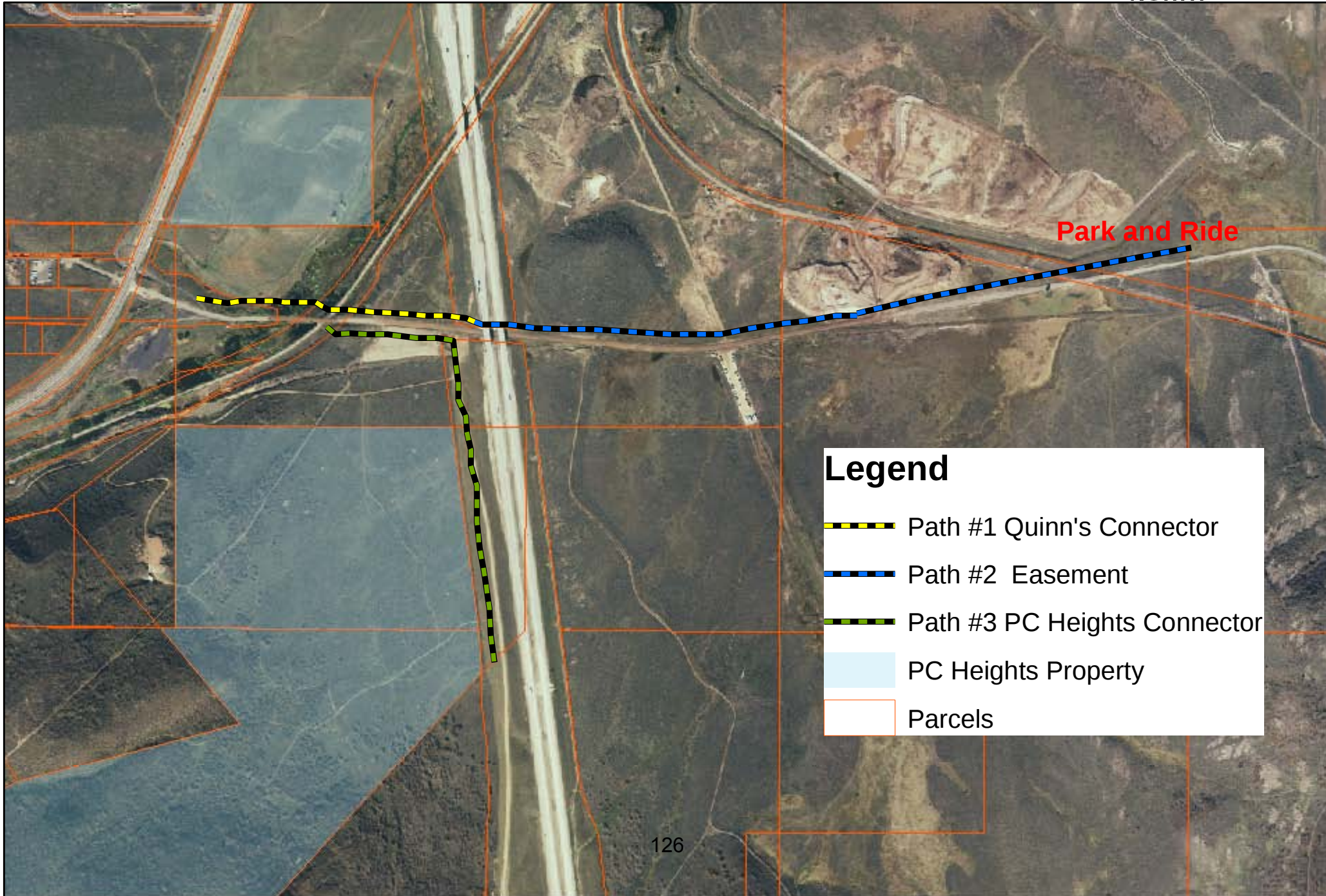
1,500 750 0 1,500 Feet

DRAFT

Trail Alignments are approximate



EXHIBIT C



**DRAFT**

7719 South Main Street  
Midvale, Utah 84047

## TECHNICAL MEMORANDUM

To: Kent Cashel, Park City

From: Matt Riffkin, InterPlan Co.  
Rob Eldredge, InterPlan Co.

Date: October 31, 2008

Subject: *Review and update of Park City Heights TIS*

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### Introduction

The purpose of this memo is to review and provide a brief update of the Park City Heights Traffic Impact Study (TIS) and to identify when recommended traffic mitigation measures are required based upon current development plans for Park City Heights. The Park City Heights Traffic Impact Study (TIS) used industry accepted trip generation procedures and did not assume any trip reductions for internal capture or pass-by trips, etc. Additionally, the vehicle trip distribution appears reasonable based upon existing traffic patterns.

Based upon traffic volumes from the Park City Heights TIS and updated traffic forecasts for the development by phase, it is estimated that:

- The intersection of SR-248 and Old Landfill Road will meet the Warrant 3, Peak Hour Volume with Phase II of the development,
- Turn lanes from SR-248 will be required for Phase I as governed by UDOT's *Administrative Rule 930-6*, and
- A right-turn pocket on Old Landfill Road should be constructed for Phase I as described in the TIS.

### Park City Heights Trip Generation

The Park City Height TIS dated June 2007 assumed that Park City Heights will have a total of 317 residential units composed of 207 single family dwelling units and 110 condominiums. However, since then the proposed number of residential units has been reduced. Currently, Phase I of Park City Heights will have 90 unit equivalents and Phase II will have an additional 121 unit equivalents. Based upon these revised numbers trip generation for Park City Heights was recalculated. Table 1 shows the trip generation used for the 2007 TIS and Table 2 presents the revised trip generation for Park City Heights. The number of pm peak hour trips with the

number of currently planned residential units is slightly smaller than what was assumed for the 2007 TIS.

**Table 1 –2007 Traffic Impact Study Trip Generation**

| Land Use               | Units      | Code | Total      | Entering   | Exiting   |
|------------------------|------------|------|------------|------------|-----------|
| Condominium            | 110        | 230  | 65         | 44         | 21        |
| Single Family Detached | 207        | 210  | 206        | 130        | 76        |
| <b>Total</b>           | <b>317</b> |      | <b>271</b> | <b>174</b> | <b>97</b> |

Source: Park City Heights Traffic Impact Study, 2007

**Table 2 – Revised Trip Generation with Current Number of Planned Units**

| Project Phase                         | Units      | Code | Total      | Entering   | Exiting   |
|---------------------------------------|------------|------|------------|------------|-----------|
| Phase I (2009)                        | 90         | 210  | 97         | 61         | 36        |
| Phase II (November 30, 2010 or later) | 121        | 210  | 127        | 80         | 47        |
| <b>Total</b>                          | <b>211</b> |      | <b>224</b> | <b>141</b> | <b>83</b> |

Source: Trip Generation Manual, 7<sup>th</sup> Edition, 2003

## Percent of Traffic on SR-248 from Park City Heights

The revised trip generation was used to estimate the percent of total peak hour traffic on SR-248 by development phase. In 2008, Phase I of Park City Heights would account for 2.3% to 2.9% of total peak hour traffic on SR-248. While both Phase I & II of Park City Heights would account for 5.3% to 6.6% of total peak hour traffic in 2008. In the future, Phase I would be approximately one and half percent of total traffic on SR-248 and Phase I & II would be roughly three and half percent of total peak hour traffic.

**Table 3 – Percent of Traffic on SR-248 from Park City Heights**

|                         | 2008 <sup>1</sup> | 2008 with IHC/USSA | 2014 <sup>2</sup> | 2020 <sup>2</sup> |
|-------------------------|-------------------|--------------------|-------------------|-------------------|
| <b>Phase I</b>          | 2.9%              | 2.3%               | 1.6%              | 1.4%              |
| <b>Phase I &amp; II</b> | 6.6%              | 5.3%               | 3.7%              | 3.3%              |

1. 2008 traffic volumes are estimated from 2006 intersection counts at Old Dump Road in Park City Heights TIS and UDOT Automatic Traffic Recorder station 606 data.
2. Future traffic volumes assume the IHC Hospital, Richardson Flat Park and Ride, and Wasatch County developments as estimated in the Park City Heights TIS

Table 4 shows the percentage of traffic growth on SR-248 that is attributable to each planned development or project. Based upon this analysis if every project was completed in 2008 Park City Heights would account for 11% (5% from Phase I and 6% from Phase II) of new traffic growth. In 2014, Park City Heights would account for 9% (4% from Phase I and 5% from Phase II) of traffic growth from 2008. By 2020, Park City Heights would be only 7% (3% from Phase I and 4% from Phase II) of new traffic growth from 2008.

Table 4- Percent of Traffic Growth from 2008 by Development and Project

| Development                              | 2008 <sup>4</sup> | 2014 <sup>4</sup> | 2020        |
|------------------------------------------|-------------------|-------------------|-------------|
| Park City Heights Phase I <sup>1</sup>   | 5%                | 4%                | 3%          |
| Park City Heights Phase II <sup>1</sup>  | 7%                | 5%                | 4%          |
| IHC <sup>2</sup>                         | 34%               | 24%               | 19%         |
| Richardson Flat Park & Ride <sup>3</sup> | 1%                | 1%                | 0%          |
| Iroquois North <sup>3</sup>              | 9%                | 6%                | 5%          |
| Iroquois South <sup>3</sup>              | 6%                | 5%                | 3%          |
| Village Center <sup>3</sup>              | 13%               | 9%                | 7%          |
| Village Tuhaye <sup>3</sup>              | 25%               | 17%               | 14%         |
| Background Traffic Growth <sup>2</sup>   | 0%                | 29%               | 45%         |
| <b>Total</b>                             | <b>100%</b>       | <b>100%</b>       | <b>100%</b> |

1. Park City Heights estimates are based upon 90 unit equivalents in Phase I and 121 unit equivalents in Phase II
2. Estimated from the 2007 Park City Heights TIS Synchro Appendix
3. Assumes eight transit vehicles per hour based upon the Park City Heights TIS *Park City Heights Task Force Analysis*
4. Intermediate years were estimated using a straight-line forecast of background traffic from 2006 to 2020

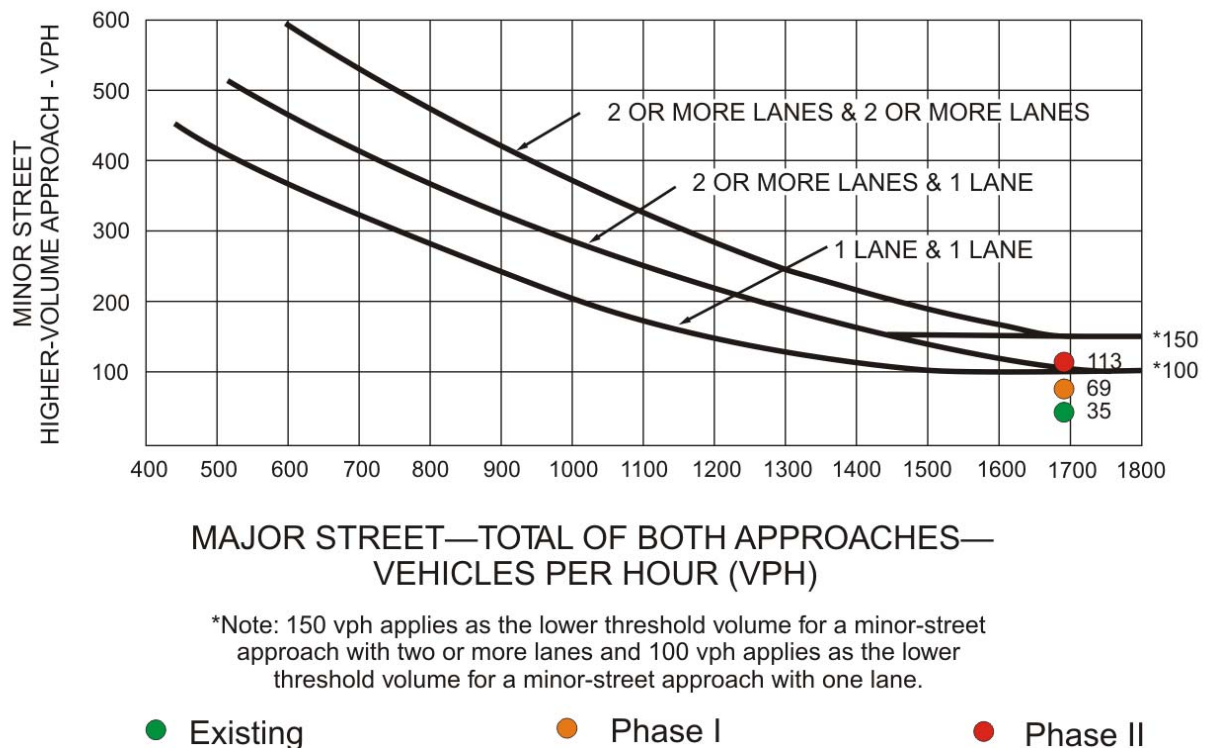
## Traffic Mitigation

### Intersection Signalization

With the traffic volumes assumed in the 2007 TIS the intersection of Old Landfill Road and SR-248 met Warrant 3 – Peak Hour Volume as identified in the Manual of Uniform Traffic Control Devices. However, the development as currently planned generates fewer trips and therefore less traffic than was assumed in the 2007 TIS. Figure 1 below shows the projected traffic levels are for the major street (SR-248) and minor street (Old Landfill Road) compared to the Warrant 3 minimum vehicles per hour.

The existing peak hour volumes do not warrant the installation of a signal at Old Landfill Road, nor do those generated by Phase I of the development. With Phase I and Phase II of Park City Heights traffic volumes will be sufficient to meet the peak hour traffic signal warrant.

Figure 1 – Warrant 3, Peak Hour Volume



Source: *Manual on Uniform Traffic Control Devices, US Department of Transportation, 2003*

### SR-248 Turn-Lanes

The 2007 Park City Heights TIS recommended that on SR-248:

- A eastbound right-turn pocket should be added (150-feet in 2006 lengthened to 250-feet in 2020), and
- A westbound left-turn pocket should be added (250-feet in 2020).

The use of auxiliary turn lanes on state highways is governed by UDOT's *Administrative Rule 930-6, Accommodation of Utilities and the Control and Protection of State Highway Rights of Way*. SR-248 is classified as a Category 4 roadway, and as such the intersection of Old Landfill Road requires:

1. a westbound left turn lane, deceleration lane and taper to accommodate more than 10 vehicles per hour making this movement,
2. a eastbound right turn pocket, deceleration lane and taper to accommodate more than 25 vehicles per hour making this movement, and
3. a northbound to eastbound right turn acceleration lane and taper to accommodate more than 50 vehicles per hour on roadways with speed limits greater than 40 mph.

Based upon the estimated number of trips to and from Park City Heights, the installation of both left and right-turn lanes is required under *Administrative Rule 930-6* with Phase I of Park City Heights. However, if the intersection remains unsignalized a right-turn acceleration lane from Old Landfill Road would be required with Phase II of the development. Table 5 shows the forecast number of vehicles making each movement and if the turn lanes are required by *Administrative Rule 930-6*

**Table 5 – Required Turn-Lane Improvements on SR-248 at Old Landfill Road by Project Phase**

| Project Phase     | WB Left Turn-lane |          | EB Right Turn-lane |          | Right-Turn Acceleration Lane |          |
|-------------------|-------------------|----------|--------------------|----------|------------------------------|----------|
|                   | (vehicles/hour)   | Required | (vehicles/hour)    | Required | (vehicles/hour)              | Required |
| Existing          | 12                | No       | 7                  | No       | 29                           | No       |
| With Phase I      | 33                | Yes      | 44                 | Yes      | 44                           | No       |
| With Phase I & II | 68                | Yes      | 85                 | Yes      | 64                           | Yes      |

### Old Landfill Road

The 2007 Park City heights recommended that on Old Landfill Road:

- A northbound right-turn pocket should be added (150-feet in 2006).

Table 6 shows the 95<sup>th</sup> percentile queue lengths with the planned development by phase. Although not required by UDOT, the northbound right-turn pocket helps improve intersection performance and reduces the 95<sup>th</sup> percentile queue length. The proposed 150-foot turn pocket should be sufficient for both Phase I and II of the development assuming the intersection is signalized.

**Table 6 – Estimated 95<sup>th</sup> Percentile Right-Turn Queue Lengths**

| Project Phase | Unsignalized (feet) | Signalized (feet) |
|---------------|---------------------|-------------------|
| Existing      | 13                  | 27                |
| Phase I       | 76                  | 40                |
| Phase I & II  | 248                 | 62                |