

**PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MARCH 10, 2005**

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Craig Sanchez, Golf Director; Gary Hill, Budget Director; Pace Erickson, Public Works Operations Manager; Clint Dayley, Parks and Golf Course Manager; and Ken Fisher, Recreation Manager

Flint Decker and Insa Riepen, Recycle Utah

1. Council questions/comments. Mayor Williams stated that he presented the *State of the City* to the Sunrise Rotary Club. Flint Decker and Insa Riepen thanked Council in supporting a new recycling facility and discussed Recycle Utah's promotion of green building.

2. Golf fees. Gary Hill understood that Council directed staff at its work session on February 17, 2005 to return with expense information. With regard to revenues, Council agreed to extend the same rates to Basin residents, to lower the resident rate from \$33 to \$31, and to offer 27 additional season passes. At that work session, Council also asked about a monthly budget, comparison with industry standards, discussion points on a season pass lottery, and a description of the inter-fund transfers. Staff is looking to confirm an appropriate rate, implement a contingency plan, and establish season pass and reservation policies. Mr. Sanchez stated that the pro shop personnel line is proposed to be cut by \$92,000, including charging half the salary for the golf maintenance supervisor to the General Fund, which is recommended as part of the Public Works reorganization. The rationale in sharing the position is acknowledging the parks component, which is supported by the General Fund. With regard to inter-fund transfers, this year will be the last annual \$50,000 payment toward the 1999 MBA debt. There was discussion about inter-fund transfers reflecting other departments' staff time.

Mr. Hill continued that a \$127,000 shortfall is anticipated in FY 2005, because changes will not be reflected in this year's budget ending June 30, 2005, but staff is predicting a profit of about \$20,000 in FY 2006. Mr. Hier felt that this amount seems conservative and Mr. Hill reviewed assumptions in the staff report based on reducing the fee to \$31 and season pass variables. The analysis projects about 900 additional players annually from the Basin, or a foursome a day. It represents an 11.8% increase in resident play which matches the number of residents playing in 2003 when the rate was \$31. He added that staff doesn't feel it's being conservative and if the increase is changed to

5%, the golf course would lose up to \$9,000 in 2006. With these assumptions, the key is monitoring revenues and expenditures for the 12 month model.

Candace Erickson stated that the consensus on \$31 per round may have been premature on the part of Council. The goal was to extend the same rate to Basin players and also reduce fees. She suggested that it may be better to go with staff's original recommendation of \$32 so that maintenance and customer service don't suffer. Quality of play is huge. Joe Kernan asked staff to advise the best rate that would allow the City to market it and how it compares to some of the other courses in the region with regard to service levels. Craig Sanchez explained that the majority of Utah golf is owned by municipalities, and the courses are more "self-service", i.e., no lessons, limited pro shop. Park City provides more services. In his opinion, cuts in maintenance a few years ago hurt the golf course, which is an important community amenity, especially in consideration that it is the only public access course in Park City. Mr. Sanchez agreed that staff is more comfortable with \$32. Staff was concerned about making too many changes; with a \$2 rate reduction and season passes, it would be challenging to track results. Mayor Williams asked if it would be more prudent to address season passes next year. Gary Hill explained that assuming that there are 75 season passes and fees of \$32, the margin is \$31,000 in revenue or about \$11,000 more than with the \$31 rate. It is more difficult to track revenues with a new season pass program in place.

In response to a comment from Candace Erickson about the benefits of early season revenues from pass-holders, Craig Sanchez explained that the sales occur in April and May. He emphasized that last year on average each season pass-holder spent a little over \$500, i.e., pro shop, range, green fees for guests, etc., and some spent thousands. Jim Hier felt that expenses should not be tracked on revenues and felt the capital from season passes is insignificant. There was discussion about the right number of passes to offer and Joe Kernan asked staff to recommend a price for a pass. Gary Hill responded that it is impossible to suggest at the same time the rate is being lowered. Mr. Sanchez reported that there are few courses that offer passes and those that do are 36 hole courses or larger. Jim Hier suggested that season passes not change this year so that fees can be better monitored this summer; passes can be analyzed next year. Joe Kernan asked that the price of the pass be addressed as well as opening it up to everyone. Craig Sanchez believed that extending a resident rate to County residents is huge and there was consensus to not change the policy on season passes this year.

Kay Calvert felt that not having a cancellation policy for tee times costs the City a lot of money. Craig Sanchez explained that most tee times are filled, except for the early ones when there isn't a wait list. Discussion ensued regarding taking credit card numbers for reservations and charging for no-shows and Mr. Sanchez explained that

this process can be very staff intensive. The negative impacts of construction of The Cottages adjacent to the course were pointed out. Mr. Sanchez summarized that staff will return to Council with a fee resolution, lowering green fees from \$33 to \$32, offering the same rate to the Basin, and establishing a reservation policy at 50%. There will be no changes in the season pass policy. In response to questions from Council member Kernan, Craig Sanchez explained the reasoning for the pricing of cart and range fees. Jim Hier thanked staff for providing very helpful data.

3. Debriefing of 2005 storm and snow removal services. Pace Erickson referred to a work session last Fall where snow removal policies were reviewed and since then, Park City experienced one of the largest snow events in recently known history. With regard to elevated service in the Prospector commercial area, Ms. Calvert asked if merchants have been approached about sharing costs. Mr. Erickson answered no, and clarified that staff is looking first for direction from Council. There is a budget option for enhanced service in Prospector because there was a formal request, which can be a shared option. Mayor Williams commented on the poor engineering standards for sidewalks and circulation in Prospector and Eric DeHaan explained that at the time, there was no formal agreement about acceptance of improvements. The streets and interior sidewalks were dedicated to the City with no provision for maintenance. Pace Erickson pointed out that Prospector Square has an interior sidewalk system which is unique even though the exterior sidewalks are not maintained. He felt that Prospector meets the criteria for snow removal outlined in the policy. Marianne Cone thought that the City was going to fine the property owners association for not performing adequate snow removal services and Clint Dayley explained that code enforcement sent out letters requesting compliance.

Candace Erickson expressed that she has a hard time believing the internal sidewalks meet City standards and felt the exterior sidewalks are more important to the general public. Pace Erickson noted that staff prepared a budget option for enhanced snow removal service in Prospector, which probably amounts to \$40,000 to \$50,000 a year to provide the same level of service as Main Street. This will require the purchase of smaller equipment. Clint Dayley emphasized that the POA will be required to haul out snow at a cost of about \$20,000 a year. Joe Kernan stated his support of elevated service even if the costs are shared with businesses. It is important to provide consistent snow removal throughout the sidewalk system. Tom Bakaly advised that enhanced snow removal will be included in the upcoming budget review. Kay Calvert felt that the City should plan for the worst storms and hope for the best. Pace Erickson stated that the duration of storms is key, relayed the challenges this year, and discussed establishing a phased emergency plan. He felt that the storms this year were lessons in preparedness.

Joe Kernan suggested clearing windrows from individual driveway aprons. Pace Erickson stated that there are about 4,200 residential and commercial driveways and this service represents about 350 hours of work. This equates to \$100,000 to \$500,000 depending on expectations, i.e., removal in real time, by end of storm or on an individual necessity basis. In response to a comment from Joe Kernan about clearing side streets, like 4th Street, Mr. Erickson explained that perhaps staff can look at bringing in different equipment to clear the narrow street. With regard to enhanced service, Candace Erickson expressed her priority being commercial areas and reminded people that we live in a ski resort town. It would be great to be able to clear sidewalks and gutters on Main Street within two days of a storm and she reiterated that her focus is business districts not residential areas. She commended staff on options outlined in the report, and specifically mentioned pre-qualifying contractors.

Pace Erickson asked for direction on other business districts, aside from Prospector and Main Street, like Holiday Village, Snow Creek, etc. He clarified that sidewalks are plowed but snow is not hauled. In response to a question from Jim Hier, he indicated that there have been no complaints about the current level of service. Mr. Hier felt this option should then be removed. Mr. Erickson referred to the sidewalk snow removal policy. If the City decided to remove snow from all of the sidewalks in town, it could potentially double costs and efforts. Mayor Williams discussed criteria for enhanced service, including accommodating bed base and major pedestrian routes, and didn't feel areas outside of Prospector and Main Street would qualify. Joe Kernan suggested that criteria language be strengthened and Pace Erickson explained that when there are requests for elevated service, they are considered in a formal process. There was discussion about cost-sharing options in certain instances. Joe Kernan felt it may not be reasonable to expect the City to clear snow from internal sidewalks, but perhaps plow sidewalks that run adjacent to public streets in commercial areas. Pace Erickson explained that not all of the criteria are outlined in the staff report, just new language. There is already provision for sidewalks to be located along public rights-of-way, which would eliminate private areas like PCMR, in front of Albertson's, in front of Dan's, Marriott Summit Watch, etc. Joe Kernan thanked staff for providing a comprehensive report.

4. Temporary dirt jump update. Because the time for work session was drawing to a close, Council expressed its unanimous support for a temporary jump at the old sewer plant site. Candace Erickson pointed out that the clean up the site comes at a cost, and asked if the City can be reimbursed by the next occupant. Tom Bakaly felt that this point could be included in future negotiations.

5. Review of regular meeting:

Contract for climbing boulder. In response to a question from Marianne Cone, Ken Fisher explained that the boulder is synthetic and custom-made. The cost includes installation.

Pavilion rental fees. Council member Erickson felt that the fees seem somewhat high. There was discussion about the proposed amendment offering School District boundary residents the same rates as Park City citizens. Ken Fisher added that the facilities are operating at capacity and it costs about \$60 to clean up after a rental. Staff is looking to recoup those costs, and unfortunately the fees have not been revised in about 15 years. Kay Calvert expressed that fees seem reasonable. Ken Fisher explained that many rentals are made by groups including both City and Basin residents.

See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 10, 2005**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, March 10, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Lloyd Evans, Chief of Police, Eric DeHaan, City Engineer, Ron Ivie, Chief Building Official, Brooks Robinson, Planner; Patrick Putt, Planning and Zoning Director; and Jeff Schoenbacher, Environmental Specialists.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan relayed that he will be abstaining from discussing and voting on Item 1 under New Business because of business interests.

1. Swearing in of Police Officers Trent Jarman, Jim Foust and Jim Snyder and presentation of stripes to Sergeant Darwin Little – Chief Lloyd Evans introduced the new officers. The Mayor administered the oaths of office for the new officers and acknowledged Sergeant Darwin Little's promotion.

2. Recognition of Heather Reynolds, recipient of the Utah Library Association Librarian of the Year Award – The Mayor explained the prestigious award and stated that Ms. Reynolds has been the Youth Service Librarian for four years. She also coordinates the Spanish language collection and develops and implements programs for the Hispanic community. The award will be formally presented in early May.

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

The Mayor invited the public to comment on any matter of City business. Hearing none, the public input session was closed.

IV CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance accepting certain public improvements at Empire Pass Subdivision (motion to continue to April 7, 2005) – The Mayor requested a motion to continue to April 7. Jim Hier, "I so move". Marianne Cone seconded. Motion unanimously carried.

2. Resolution amending Section 8.4.7, Park Pavilion Rental Fees, of the Park City Fee Resolution and replacing Resolution No. 12-04 in its entirety – Tom Bakaly stated that staff recommends holding a public hearing and approving a fee resolution which will increase fees to cover City costs and extend the same rates to Basin residents, which is consistent with other recreation services.

V CONSENT AGENDA

Kay Calvert, "I move to approve Consent Agenda Items 1 and 2". Jim Hier seconded. Motion unanimously carried.

1. Resolution amending Section 8.4.7, Park Pavilion Rental Fees, of the Park City Fee Resolution and replacing Resolution No. 12-04 in its entirety – See work session comments and staff report.
2. Authorization to enter into a design and construction agreement with Monolithic Sculpture Inc., in a form approved by the City Attorney, for the design, construction and installation of a custom built sandstone boulder in the amount of \$65,605 – See work session notes and staff report.

VI OLD BUSINESS

1. Consideration of Park City Heights Annexation Petition – Patrick Putt explained that the property is located in the Quinns Junction area directly east of the City limits and is within Park City's annexation boundary. It is subject to a 1992 pre-annexation agreement and the land is currently undeveloped. The applicant, Barnes Banking Company, seeks to develop 200,000 square feet of commercial uses on the 24 acre "90" and 352 residential units on the 176 acre Clark Ranch south parcel. He continued that staff has identified one defect contrary to state code and that is creating an unincorporated island or peninsula, if approved. Staff is recommending acceptance of the petition which is the first step in a formal process and does not suggest that the City endorses the proposed development plan. Mark Harrington stated that the pre-annexation agreement is currently being challenged in court by a prior owner, but staff recommends proceeding. Kay Calvert, "I move to accept the annexation petition for further consideration thereby triggering a 30 day certification review process." Marianne Cone seconded. Motion unanimously carried.

2. Consideration of Quinn's Junction Partnership Annexation Petition – Patrick Putt explained that the property is a 29.5 acre parcel located at the southwest corner of the US40/SR248 interchange and to the north of the property discussed under Item 1. It is located within the City's annexation boundary and currently undeveloped. The applicant is seeking an MPD approval which would include 300,000 square feet of general commercial, including entertainment, retail, hotel and lodging. In reviewing the application, staff identified the potential defect in the contiguity of the property to the existing City limits. While it is arguable that contiguity is created by the property's adjacency to the SR248 right-of-way and by way of map, Mr. Putt pointed out a potential island (Osguthorpe and other property) Creation of an unincorporated island or

peninsula would be in conflict with state annexation law. The City understands that the Osguthorpe Family is not pursuing annexation within the City. Council can accept the petition which would commence a certification process and review of the application for compliance with codes. Again, acceptance is not endorsement of the proposed development or density. Mark Harrington emphasized that there is no pre-annexation agreement in place on this property. Jim Hier stated that it is his opinion that the preliminary design is *almost 180 degrees in contrast to the spirit of the General Plan for that corridor*. The density is well in excess of what is allowed by the County and he stated that he can not find a purpose for annexing this parcel. Council member Hier recommended denial of the petition. Candace Erickson commented that she agrees with Mr. Hier's comments on the development plan but believes the City has an opportunity to control the plan through the annexation process. Jim Hier, "I move to reject this annexation as submitted". Marianne Cone seconded. Motion carried.

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

VII NEW BUSINESS

1. Recycling and Public Works storage buildings, and Equiwest property:

(a) Authorization to enter into a professional services agreement, in a form approved by the City Attorney, with Elliott-Mahoney in the amount of \$30,000 for the design of the Recycling and Public Works storage buildings - and

(b) Authorize the City Manager to sign an "authorization of significant interest" for the Equiwest MPD pre-application, subdivision application, and the MPD application as the representative of a parcel of land included in the application – Tom Bakaly explained that the initial recommended vendor could not meet the City's insurance requirements and staff is recommending authorizing a contract to Elliott-Mahoney not to exceed \$30,000. Additionally, with regard to authorization of significant interest in Equiwest's application, this means that the City is aware of the application, which includes our property, but in no way endorses the development plan or abandons any interest in our land. The MPD is a separate process. Mark Harrington explained that this approach is being taken so that there is no assumption that the MPD is pre-approved by the City Council and that the Planning Commission review it according to the LMC. There was discussion of land swaps, which is premature at this point. Tom Bakaly assured the public that there will be a recycling center in town. Jim Hier questioned spending \$30,000 at this time on a conceptual plan for a configuration that may change. The City

Manager explained that this work will identify a site and the MPD can move forward with construction this summer. Mark Harrington explained that the contract is broken out to meet application requirements so that design review can commence. These costs are expected to be less than \$10,000 and there is some phasing tied to production. Jim Hier asked that staff return to Council with an update once the \$10,000 has been expended. There was consensus about bumping this amount up to \$20,000. The Mayor opened the floor; there as no input. Candace Erickson, "I move that we authorize a professional service agreement, in a form approved by the City Attorney, with Elliott-Mahoney in an amount not to exceed \$30,000 for the design of the Recycling and Public Works storage buildings, provided that staff return for final authorization to exceed \$20,000". Jim Hier seconded. Motion carried.

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

With regard to Item 1(b), the Mayor requested a motion to approve. Jim Hier, "I so move". Kay Calvert seconded. Motion carried.

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

2. Call-up of the February 9, 2005 Planning Commission approval of a conditional use permit to remove mine soils from Empire Canyon – The Mayor thanked the public for its comments up to this point.

(a) Staff presentation – Mark Harrington explained that a "call up" is a "denovo" review, where the City Council is sitting in the capacity of the Planning Commission to re-decide the Conditional Use Permit. The standards of review are no different and one criteria to consider is impact on sensitive lands, slope, etc., which provides a "catch-all" for a broader discussion with regard to determining the appropriate option with the least impact to those sensitive lands. It is only in that context. He added that the City Council is not deciding what the best solution is because it is forced to deal with the due process and constitutional constraints that Utah law provides with regard to protection of the property owner. He stated that in this case, the property owner has decided to apply for a CUP to relocate waste to an off-site repository. Under the Code, the City Council must decide if the impacts of the decision can be mitigated sufficiently to protect

the health, safety, and welfare of the community in accordance with standards outlined in the staff report. It means that the Council must judge the application on its impacts and there has been some confusion and some desire to hold a broader hearing on the "best" solution, which is beyond the authority of the Council. The Code accomplishes this through a conditional use process and it must be granted if it is determined that impacts can be mitigated. The City Attorney described the format for the hearing and encouraged disclosures from members since the day of the call-up last month. There was some debate whether this process is required because the original development agreement included references to technical reports and a construction mitigation plan, but City staff insisted on the CUP process to ensure a public debate. The City Recorder assured Mark Harrington that all known correspondence has been collected and will be part of the record.

Joe Kernan disclosed a conversation with a Deer Valley Drive resident passionately against trucking the material on Royal Street. He added that both Park City Municipal Corporation and the applicant, Talisker, are clients of his. Candace Erickson reported that she had a brief conversation with resident Mary Wintzer and emphasized that she and her husband, Planning Commissioner Bruce Erickson, have not talked about the call-up. Marianne Cone disclosed that since the call-up, she has spoken with geochemist David Hedderly-Smith, members of the Marsac Corridor Association, specifically Bill Hummer, Maile Buker and her husband, David Chaplin. Kay Calvert stated that she has had conversations with Bill Hummer and Maile Buker. Jim Hier also acknowledged discussions with Mr. Hummer and Ms. Buker and added that he also spoke with Tom Hansen, an environmental specialist. Marianne Cone added that she received unsolicited calls from geologists in Salt Lake who are friends of the family. Dana Williams stated for the record, that public input was rendered at last week's meeting by Keith Droste and Bill Hummer. He indicated that he also met with David Hedderly-Smith and Maile Buker. The City Attorney added that the specifics of communications will be reiterated during the public hearing. He emphasized that there was preliminary staff input, as there is with any project. Pre-application meetings are encouraged to give the applicant a professional assessment before a lot of money is invested during the process. This is not formal direction and is not Code-driven and may often change as the application is processed. It is important for the public to understand that the City never hid any elements of the project.

Planner Brooks Robinson explained that on October 7, 2004, the City received an application for a CUP to remove an estimated 59,000 cubic yards of waste-related material excavated from Empire Pass developments and consolidated into one area near the Daly West. The Flagstaff Development Agreement required 14 technical reports, one of which was the mine soils mitigation plan, and this application fulfills an obligation of the agreement. On December 8, 2004, the Planning Commission held an initial public hearing and received substantial input from the Marsac Corridor and Royal

Street residents. The Commission requested additional information from staff, including a risk analysis of the two routes, SR224 or Royal Street and the risk associated with the repository. He relayed that the public hearing was continued several times while obtaining technical data. The Planning Commission held a public hearing on February 9, 2005 and approved the CUP with a stipulation that a revised construction mitigation plan is brought back to the Planning Commission for approval.

Brooks Robinson referred to two code sections relating to this application. The first is the definition of a conditional use, *The conditional use is a land use that because of its unique characteristics or potential impact is allowed only if certain measures are taken to mitigate or eliminate the potential impacts.* The land use is the excavation and removal of regulated mine-related waste and soil. The potential impact is the safe routing of truck traffic and whether this can be adequately mitigated. He stated that the hearing is not about the nature of the soils, whether you agree or disagree with the EPA, or whether the soils should be capped. This is an allowed use if the impacts can be mitigated and staff can only review applications and base recommendations on the LMC. He clarified that the approving body must make findings that the application complies with all requirements of the Code, the use is compatible with surrounding structures in use, scale, mass and circulation, the use is consistent with the Park City General Plan, and whether the effects of any differences in use or scale have been mitigated through careful planning. In this case, there is also a development agreement for the Flagstaff area and associated technical reports, which were required as a part of the MPD. Mr. Robinson reiterated that this project fulfills a condition of the agreement.

He explained that the use or removal complies as a CUP under the LMC, but a landfill is not allowed in any zoning district in Park City. Removal of this regulated landfill would bring the site into compliance with the LMC. The use is compatible with surrounding structures and the removal will take place between the ski and summer seasons. The use is compatible with the General Plan as it relates to environmental priorities. With regard to the fourth point regarding mitigating any effects because of differences in use or scale, Mr. Robinson relayed that there are 15 criteria in the LMC, but many do not apply in this instance. However, there are two applicable criteria regarding traffic considerations including capacity of existing streets in the area and the routing of trucks and hauled materials. The other relates to environmentally sensitive lands.

City Engineer Eric DeHaan acknowledged concerns about the capacity of existing streets and traffic safety. Park City does not have a typical street network and the only routes coming from Empire Pass are the SR224, to the roundabout, to Bonanza, and to SR248 out of town. The alternative is the Guardsman Connection Road, down Royal Street West, to Deer Valley Drive, etc. He relayed that once traffic counts exceed 1,000 cars per day, residents will perceive traffic noise, inconvenience and possible safety problems. State highways routinely carry 8,000 to 10,000+, which occurs on Marsac

Avenue and Deer Valley Drive and Bonanza carries 10,000 – 15,000 cars a day. He felt that 3,900 truck trips over a period of many weeks is small compared to 8,000 to 10,000 trips a day. He admitted that it is an impact but does not exceed the capacity of streets. Mr. DeHaan stated that he created an analysis identifying 23 risk factors but staff did not compare accidents on Royal Street to Marsac Avenue because the accidents would have occurred under different circumstances. He concluded that Royal Street is riskier because it is longer, curvy, and steep and the Mine Road is his recommendation.

Brooks Robinson stated that it is estimated that the project would add 88 trips per day or about 17 trucks per hour on the state highway. If the CUP is affirmed by Council tonight, the construction mitigation plan will be reviewed by the Planning Commission on March 23. Staff believes it is an excellent mitigation plan and he reiterated the proposed routing. Hauling will be limited to ten hours a day, six days a week, and grading on the Daly West site may continue on Sunday, if necessary, but not trucking. Eight trucks equipped with a trailer will be used and a staging area will probably be located at the temporary parking lot at the Empire Day Lodge. All trucks must meet a full vehicle inspection by the State Highway Patrol prior to use and there will be required training for the drivers regarding the route. Loads will be calibrated, inspected and covered with tarp and all personnel will be trained on handling procedures. Mr. Robinson continued that the job site will be manned with a project supervisor responsible for inspections and a report will be submitted to the City on a weekly basis. The supervisor will have direct contact with the Building Department, each truck will be identified and equipped with mufflers and emission controls, and enforcement on SR224 will be enhanced.

Ron Ivie, Chief Building Official and Fire Marshal, believed the best decision is moving the material. The dump site is located in the middle of a significant water source and staff believes it is best to move the material so it never has to be managed. He discussed faults in the earth which affect the way water transfers to the environment. He acknowledged that a cell could be excavated in the Canyon, but there is risk that it could be breached with future construction. He explained that the number of needed trips increased with the scope of the project and the soils were moved there from Flagstaff development sites. He agreed with Mr. Robinson that the LMC does not allow landfills in any zoning districts and the Code would have to be amended to provide for that option. He emphasized that this is a great opportunity to remove the soils at no cost to citizens, except for the inconvenience for a couple of weeks. This is not the end of dealing with the EPA on impacts on residential soils but that is not a part of the issue. He believed the Richardsons Flats site is geo-technically suited to accommodate a cell and has more capacity than Daly West. The removal also provides an economical opportunity to clean-up down-gradient sites that are not included in this plan. He reported that the TMDL standard established by EPA is unachievable in consideration of the background levels of the stream and advised that the metal associated with the

fish advisory was arsenic. He questioned the logic of storing mine waste in the middle of an up-gradient water source. Instead of fighting about the clean-up, the community should be celebrating the clean-up by holding a street party in honor of Park City's environmental stewardship.

City Environmental Specialist Jeff Schoenbacher explained that the City views the TMDL standard as too strict. The Judge Tunnel is an important drinking source and the City will be treating this water in the future to meet safe drinking standards. Taxpayers have spent a lot of money managing waste and the government doesn't receive exemptions from this responsibility like mining companies. He felt the City is obligated to protect its water sources and there was discussion about the large and expensive soil mitigation component of the Transit Center construction, costing some \$800,000.

Brooks Robinson noted that while the repository may be a requirement of EPA, it doesn't conform with any land use in the LMC and discussed the amendments needed to keep the landfill in place. Additionally, the repository, as represented in reports, encroaches on conservation easements and he referred to correspondence from the Summit Land Conservancy asking that the repository be located outside the easement area. He recommended that the City Council open the public hearing, consider input, and affirm the Planning Commission's approval of the CUP.

Jim Tadison, Senior Vice President of Talisker, stated that it is their desire to move the material from the Daly West location to Richardsons Flat. He pointed out that Talisker was misquoted in the Salt Lake Tribune and he clarified that this is their application and they believe this is the right thing to do. He believes the application complies with the CUP process and development agreement and asked that Council approve the application subject to extensive mitigation conditions recommended by staff.

(b) Public hearing – The Mayor opened the public hearing.

Tom Hurd, current resident of Thaynes Canyon and prior long-time Old Town resident, detailed a horrible truck accident on Ontario Avenue where the driver lost his leg. He urged Council to consider options other than hauling the soil from the Empire Canyon because this can happen again.

Bill Beer, representing the American Flag HOA and the Royal Street Coalition for Safety, referred to position papers prepared by the Coalition provided to the City this morning. He agrees with the Planning Commission in deciding to use the Mine Road and cited many reasons why Royal Street is not appropriate for truck traffic. There are switchbacks and hairpin turns and SR224 is the safest, shortest and most economical route.

Peter Marth, Hillside Avenue resident, thanked Council for calling-up this issue. The development of Flagstaff will continue to impact neighborhoods for the next 10 to 20 years. We're under constant threat of tenable loss of quality of life related to "unmitigatable" construction traffic, particularly from upper Deer Valley developments. Instead of apologizing for allowing it to come through neighborhoods, we need to find a way with Talisker to cap it and keep it in the Canyon. He is convinced that the material is not hazardous and there is misinformation about contamination of our water supply. If water quality is so important to Council, he asked why aren't there plans for a water filtering system in the Daly Judge water source and why the City would expose their neighborhood to such high risks.

Ruth Gezelius, Prospect Avenue, felt that staff is making a recommendation that may meet the letter of the law, but emphasized that traffic is the single largest complaint in the community. Residents are anxious because they know this can happen over again and initial approvals, like the annexation, were rendered without sufficient investigation and planning. She hoped this mistake will not happen again.

Jennifer Guetschow, Executive Director Summit Land Conservancy, stated that the organization is charged with protection of the conservation values within lands in the easement area. Based on information provided to them, it is felt that it is inappropriate to include the easement land in the identified repository area. She asked that the Council relocate the dump site outside the easement area as well as future considerations. The encroachment sits on about one-third of an acre and on a 30% slope.

Peggy Churchill, EPA Superfund project manager, expressed that the work on the Upper Silver Creek Watershed may have been taken out of context. Since 1999, EPA has worked with stakeholders on the watershed to find cooperative common sense solutions to the mining-related environmental concerns in Park City. The cleaning up of Empire Canyon is one such effort among many. Whenever possible, EPA tries to allow decisions to be made locally and she referred to the soils ordinance as a local solution. EPA strongly believes that the excavated mining wastes from Empire Canyon is a local decision. Wastes can be safely dealt with either by consolidating them in Empire Canyon or by moving them to Richardsons Flats. She stated that they agree with both sides of this issue. The sole reason EPA is in Empire Canyon is to reduce the leaching of heavy metals from mining wastes to surface water in Silver Creek. The surface water is the primary concern, not drinking water. The metals in Silver Creek represents a risk to aquatic life. Some mine waste piles near the stream channel need to be moved so they don't contaminate surface water and some aren't addressed at all. She explained why EPA isn't concerned with the effects of the materials on deep ground water or drinking water supplies. First, the material is not particularly toxic or new to the area. It isn't concentrated cyanide, toxic organic chemicals, or cryptosporidium, just rocks native

to the area that were processed to concentrate their metal content. Second, the amount of waste being excavated, relative to the amount of waste that is not being excavated is small. Excavated wastes' effect on ground water relative to other wastes is also extremely small no matter where it is placed. There is simply too much mine waste in Park City to be able to practically or economically move it all. Third, all of the undisturbed earth below the surface is made of the same materials as the rocks and waste on the surface. Ms. Churchill added that almost all of the deep ground water below Empire Canyon is captured by either the Judge Tunnel or Ontario Tunnel drain systems and water from each is already monitored closely. Water will be treated forever to remove heavy metals picked up from the mountain itself, not the surface. Overall, EPA believes the amount of waste in question is far too small to be of any significant concern to drinking water supplies when compared to the waste not being excavated. Ground water is already impacted by heavy metals due primarily to the native rocks and underground tunnels and will have to be monitored forever regardless of what happens on the surface. With regard to the pros of the cons of each option, Peggy Churchill stated that consolidating the material in Empire Canyon is cheaper because it eliminates the need for trucking and EPA believes this solution is sufficiently protective over the long term. The mine dump at Daly West is still in Park City's jurisdiction whether there is additional waste or some other waste removed and will still have to be managed. Moving the waste does not increase or decrease the volume of mine waste on the mountain and only relocates a small portion to an area where it doesn't interact with surface water. It will still need to be managed forever. The Canyon site is steep and prone to heavy run-off but EPA feels this can be mitigated with engineering controls and maintenance. EPA believes the risk associated with trucking the mine waste through Park City is small and can be effectively mitigated with proper controls. Richardsons Flats is considered a very safe controlled location for long term consolidation of waste and this option reduces the amount of waste on the mountain but the benefit is minimal. It does not negate the need to manage the remaining waste piles.

Mayor Williams referred to past conflicts with EPA over changing standards with regard to cleaning up Prospector and asked if there will be finality to this issue. Ms. Churchill responded that she can't promise that EPA regulations will remain the same over the long term, but emphasized that EPA does not want to *stick around* Park City and its aim is to clean up the watershed. Ron Ivie expressed that the Total Maximum Daily Load Standard set by EPA is a problem because it's not achievable. The standard was set contrary to statutes and contributes to the distrust with EPA, although he admitted our relationship has improved. Jeff Schoenbacher stated that in a memorandum, dated November 6, 2003, two objectives are identified. The first was discussed by Ms. Churchill and the second is *to minimize the potential of human exposure to elevated lead and arsenic concentrations in soils within the Empire Canyon site. This objective will be achieved through consolidating covering select areas of mine waste and through*

surface reclamation. Peggy Churchill explained that TMDL is a program designed to implement surface water quality standards that are set by the state. EPA's work within the watershed is in conjunction with DEQ. She explained that Mr. Ivie stated that there are already background levels of metals that naturally exist in Silver Creek and the question is meeting surface water quality standards that are lower than background. She acknowledged that this is unachievable and Mr. Ivie has a good point. EPA's position is to proceed with remediation to meet the TMDL standard and if it is unrealistic, to continue to work with the state on a standard. With regard to the action memo discussed by Mr. Schoenbacher, she explained that it is a decision document generated by EPA and originally the first plan was to consolidate waste at the Daly West, which can be amended depending on the local decision. Mr. Schoenbacher felt the fundamental difference is that from a geo-technical engineering standpoint, the Daly West repository is located on a 30% slope and within a map drainage area. The recommendation to construct a cell unit should be based on sound geo-technical science. Ms. Churchill stated that the Daly West mine dump already exists and is 30 feet deep in some places and she didn't feel it practical to clay line all dump sites. This site will still have to be capped and if the clay cap on the top fails, there will be a *bathtub* of mine waste which is a threat. Mr. Schoenbacher emphasized that staff does not agree in adding more waste there and as stated in the last Silver Creek watershed meeting, the unit as it currently exists failed in July 2004. He asked EPA's protocol for catastrophic failure. Peggy Churchill stated that is why she feels it needs to be capped and managed and the Mayor asked that discussions remain on topic. Brooks Robinson agreed that discussions tend to stray off to science, which is not the point of the CUP so that when Council deliberates, the standards of review are considered. The Mayor felt it important that the community engage in environmental banter.

Keith Droste, mining expert, explained his extensive background and his support of the Marsac Corridor Association. He discussed Smuggler Mountain in Aspen being named a Super Fund site years ago. Aspen decided to obtain an independent assessment by a technical advisory committee. The committee found that there was no compelling data confirming a realistic health threat because blood level studies and tests confirmed it. He questioned the need for a zoning change since the Daly West mine dump already exists and a relatively small amount of soil is being added. If the facts are properly presented, the Council will make the right decision.

Charles Loyd, President of American Flag HOA, stated that Royal Street is not designed as a truck route and concerns are safety. SR224 is not as steep and has an emergency truck lane. He felt that the mitigation plan, including training and inspections, will be effective. He described in detail the characteristics of both the Mine Road and Royal Street. The history of SR224 is use by the mining industry and he noted that Deer Valley is already impacted by downhill construction traffic generated from Empire

Canyon together with resort traffic. He felt that many people will avoid Marsac Avenue during the project so numbers may balance out.

Chris Crowley, 218 Sandridge Avenue, felt it unfortunate that this issue has polarized residents on Royal Street and the Marsac Corridor. The EPA has stated that water quality is not an issue and the dump already exists. The likelihood of an accident occurring with 3,900 trucks traveling in the neighborhood is greatly increased and it makes no sense to move the tailings and potentially expose people when it is not necessary.

Alan Schuler, 9 Prospect Avenue and member of the Marsac Corridor Association, stated that he lives five feet from the road. After attending 10 to 20 meetings on this, he pointed out that *everything is done backwards here*. He questioned the logic in polarizing neighborhoods to determine the route to move the soil, when it doesn't have to be moved in the first place. As a former employee of Deer Valley he is very familiar with the Mine Road and Royal Street and when resort equipment was moved, Royal Street was preferred for safety reasons. He clarified that he does not wish this project on Deer Valley residents either and discussed in detail the risks resulting from the location of his house. Existing traffic is unbearable and he believes that water contamination is a scare tactic.

David Hedderly-Smith detailed his extensive mining, geology, and geo-chemistry background and assignments, specifically focusing on metal solubility and the behavior of metals in the natural environment. He stated that he never heard the term *mine tailings* until he heard a recent report on KPCW and referred to the material as *mill tailings* which are dumped in a pond below the mill to evaporate. From the discussion this evening, this *stuff* may not even be mine waste, just rock with a little bit of metal. At Marianne Cone's request, he reviewed a number of reports, including a summary of samplings and a tracer analysis that showed that water flowed down through the mine dumps. None of the reports contained surprising data but he still hasn't been able to find a report detailing the composition of the 59,000 cubic yards of soil. Dr. Hedderly-Smith discussed the history of mining in Empire Canyon which was richly endowed in silver, lead, copper, gold, arsenic, cadmium, and quite a few other metals. From the three mines in Empire Canyon, production from 1886 to 1951 totaled some 4.8 million tons of ore containing over 750,000 million pounds of lead and 400,000 pounds of zinc, which represents about 575,000 tons of lead and zinc. He was surprised to learn that the Daly West had a mill and a pond and he didn't feel that the mill produced anything noxious but if there are tailings, they should be of concern to Park City and characterized. He believed that there are still 500,000 tons of zinc in the valley and other metals and the ore zones are laced with tunnels and can easily filter metals into the hydrologic system. He guessed that the 59,000 cubic yards contain well under 1% total lead and zinc, and if it contained 2%, it would hold only 2,400 tons of lead and zinc.

compared to 500,000 tons on the mountain. No one appears to be affected by the lead, which has low solubility in water because it's sulfate dominated. Arsenic has been mentioned, but he understood that it is not a problem in the Judge Tunnel. Dr. Hedderly-Smith stated that he didn't believe that removing the 59,000 cubic yards of material is going to change the geo-chemistry of the hydrologic system one bit. *It is a drop in the bucket.* He felt confident that there are no short or long-term health hazards from the metals or water sources. He is confused why the material is recommended to be moved when no one knows what's in it. The 59,000 has been recently stacked at the site but a landfill is prohibited in Park City, which looks like the City is now trying to permit a developer who has already moved the material without a permit.

Maile Buker, member of the Marsac Corridor Association, thanked the Council for calling this up and the Police Department for stepping up speed enforcement. This group was formed over this issue and over the last 12 months they have met with the City and Talisker. She emphasized that they don't want any tragedy to occur on Royal Street and urged Council to be creative and seriously consider other alternatives to hauling the dirt. She suggested capping the Daly West soil and eliminate an exposure pathway or use as a part of the Sultan Lift expansion or to relocate it to Bonanza Flats to the other Talisker development. The decision should be based on science and fact not fear. The waste has been described in a variety of ways from mine tailings to hazardous or toxic waste, to rocks with a trace of metal. There is confusion about where it exists and the amount and it's time to make real decisions. Although Talisker is willing to pay for the removal, what is the real cost to taxpayers? *There's always a price to pay.*

Phil Hughes, Prospect Avenue resident, stated that the soil wouldn't have been an issue without development. If it is important to move the mine waste for the quality of our water and other mine dumps should also be explored. He discussed an accident where the truck driver lost his brakes on the Mine Road, and statistics would dictate that someone will again lose his brakes during the 39,000 trips, especially loaded with a pup. With regard to amending the Code to allow a landfill, he argued that the dump is a legal non-conforming use. Mr. Hughes didn't believe the Mine Road meets state highway standards. Using either route seems unnecessary, especially when the content of the soil is still an unknown.

Strike Fongeallaz, Daly Avenue resident, stated that this affects everyone in Old Town. She disagreed with the City Engineer's statement that accident comparisons of Royal Street and the Mine Road are not applicable. In August 2003, the developer and the EPA held a public meeting in Empire Pass on the development agreement. This was prior to the Planning Commission review, and at that meeting Talisker stated that there would be minimal trucking through town and the material would stay on the mountain. She asked how the original plan could have been approved if landfills are not allowed in

residential districts in Park City. Ms. Fongeallaz believed the change was prompted by fears of decreasing property values if the material remains there and spending \$500,000 is worthwhile for Talisker. Mayor Williams believed this to be untrue because after that meeting, the City proactively approached Talisker about potential impacts to the water source. He urged Ms. Fongeallaz to make comments that can be verified. She didn't believe that Talisker is doing this *out of the goodness of their hearts*; it is a business here to make money.

Paula McGee, resident, thanked Council for holding a public hearing on this issue. She discussed the existing dangers for pedestrians in the area because of speeding, not stopping at the intersection, and run-away trucks. However, the speed trailers set up by the Police Department have been helpful in raising awareness. EPA and other experts seem to feel that the dirt is benign if handled properly and 3,900 trucks can represent 8,000 units with the addition of trailers. This is a community-wide issue not a Royal Street/Marsac Corridor problem. If the dirt is hauled she hoped the impacts would be balanced with Royal Street. Mitigation plans should be stringent and Deer Valley Drive was originally contemplated as the major thoroughfare for construction traffic in Deer Valley.

Ty Howard, Utah Department of Environmental Quality stated that these decisions are difficult and both alternatives were on the table when the engineering evaluation and cost analysis were first conducted in Empire Pass. Based on the information, the Department feels that either option is acceptable. This is one project of many in the watershed. UDEQ is more focused than EPA on ground water, particularly recharge zones; however, there have been no specific studies about ground water contamination. He emphasized that removing material from the stream channel is intended to protect surface water in Silver Creek where there are high concentrations of zinc and arsenic and a fish advisory has been issued. This will probably not take care of the problem in Silver Creek because it is one problem among many.

Norm Anderson stated that Talisker is offering an opportunity to the community by agreeing to move the mine waste at no expense to the City.

Carrie Gee, Vice President of United Park City Mines, characterized the 59,000 cubic yards as material removed from clean-up of the residential parcels in the former Flagstaff development area. As part of the construction mitigation plan, UPCM was required to mitigate any contaminated materials in this heavily mined area. Several reports were generated and a large sampling program, supported by the state, characterized all of the residential parcels. The material was scrapped off of parcels containing 500 ppm or higher lead levels or 100 ppm or higher arsenic and taken to the Daly West. The dump also contains material that was removed from the Daly No. 2 mine shaft area. Mr. Gee felt that removing the material is fundamental and spoke

about work conducted in the stream channel this summer after the July 17 significant storm water event. There had to be about 1.5 inches of rain in Empire Canyon that fell in a very short amount of time. As he commenced the work, it became apparent that this material does not belong in the Canyon because there is little that can be done when there is that much water flow, running unchecked in a mountain environment, to stay any erosion. It compelled him to believe that this material needs to leave. The Mayor commented that this was not his opinion before July and Mr. Gee agreed that he realized after that incident that the dump couldn't be managed. In response to a question from Marianne Cone, Mr. Gee explained flood control efforts, including constructing a storm water detention pond below the Judge Tunnel water tank to help control run-off. The stream is being reconstructed and lined with clay. There was discussion that the clay liner creating more surface water.

The Mayor invited questions and comments. Joe Kernan asked if there are risks associated with a cell at Richardsons Flats. Ron Ivie responded that because it is flat and deep there are fewer risks at this location. There was discussion about the listing of Richardsons by EPA and that a cell would be allowed with its oversight. Joe Kernan brought up the fish advisory problem and referred to Ms. Churchill's comment that any toxic water that leaches would end up at the Judge Tunnel where it could be treated. Mr. Ivie only partly agreed because the aquifer is not defined due to the exorbitant cost of profiling the water distribution system. Jeff Schoenbacher added that the staff report contains reports from Western Engineering who researched the source protection plan and determined that recharge areas are vulnerable to contamination. It was clarified for Mr. Kernan that Richardsons Flats is not an area with a water source and not subject to associated regulations. Ron Ivie discussed other environmental challenges and pointed out that the clean-up stream initiative is to start at the top and work downhill. As a matter of economics, Richardsons Flats can accommodate a lot of volume and future needs that are not a part of this project. There was discussion about the size and location of the Silver Maple Claim and Mr. Ivie discussed working with the BLM about possibly installing a culvert to protect the stream and wetlands. Marianne Cone pointed out that Dr. Hedderly-Smith and Peggy Churchill expressed that this is a *drop in the bucket*. She asked if everything will have to be moved in the future. Mr. Ivie hoped not and agreed with Ms. Churchill that the amount is small relative to the total volume but it is still required to be regulated and has to go someplace. He reiterated his concerns about an unachievable TMDL standard that can not be technically confirmed.

Jim Hier understood that the 59,000 cubic yards is material removed from development sites and is now stock-piled on top of the Daly West site, which complied with a requirement of the development agreement. He also understood that the Daly West site will still have to be capped and monitored as well as the Richardsons Flats' site. Ron Ivie explained that Richardsons Flats is under the full jurisdiction of EPA as a Super Fund site and both will have to be monitored with either option. There was discussion

about the content of capping material and the potential of taking material up the hill, which staff is hoping to avoid with suitable engineering controls. There was discussion about capping other mine sites on the mountain. In response to a question from Kay Calvert, it was clarified that the 59,000 cubic yards represents about 10% of the material on the site. She estimated that the project will create 110 truck trips a day and emphasized that the City already has a truck problem. The Chief Building Official explained that Talisker is suggesting building a staging area at Richardsons Flats where employees can park and take a bus to the site and there is an application with the County to use this property. The City and applicant are looking for ways to lessen impacts. Planner Brooks Robinson referred to a matrix with a variety of scenarios and the Planning Commission supported 88 trips a day, which represents a six day work week, ten hour days for seven weeks. This equates to about 8.5 trips per hour, half up and half down.

Council member Hier recalled that traffic was the largest concern expressed by the public during the Flagstaff hearings which is being demonstrated tonight. He loathes the idea of adding to traffic but respects Mr. Ivie's position and acknowledges the frustration in dealing with regulatory agencies and reaching any sort of finality. There was discussion about the need to clean this area up before Silver Maple is addressed because it is downhill from this project. Mayor Dana Williams disclosed that Dr. Hedderly-Smith indicated to him earlier that if money is not an issue, it would be better to move the waste from the Canyon, but he felt he could relay this publicly. The Mayor expressed his concern with risks associated with milled material and is supportive of moving the material.

Joe Kernan stated that he can't support the application because it does not meet Criteria No. 15, by adversely affecting environmentally sensitive lands in Richardsons Flats, which contaminated the fish life. Brooks Robinson explained that Criteria No. 15 provides *within and adjoining the site*, which disqualifies Richardsons Flats. Ms. Cone asked about changing the zoning at Daly West, and Brooks Robinson explained that the dump is an existing non-conforming use and mining is a conditional use in the zone. Adding material to the dump, expands the non-conforming use which is not allowed by the LMC. The Code can be amended in any way, including adding a landfill definition or creating it as a conditional use.

With regard to Mr. Kernan's comments, Carrie Gee explained that Richardsons Flats contains over 7 million tons of mill tailings and adding 59,000 cubic yards isn't going to change a thing there. There are reports that in its current condition, it does not affect Silver Creek. The impacts are from contaminated sediments in the stream bottom throughout its entire length of the stream once it leaves Prospector. The Richardsons Flats site sits on volcanic soils, naturally rich in clay and several feet thick. Jeff Schoenbacher reiterated that this site is not located near a water source. In response

to a question from Jim Hier, it was explained that engine brakes are not allowed in residential areas. He suggested that if hauling is approved, that there be a condition that no truck-trailer combinations be used to lessen the weight. Because this would generate more truck trips, he recommended the ability to bring the trucks down Marsac because of the truck escape lane, and up Royal Street. There should be full-time manned traffic monitoring stations located at Hillside and the round-bout and people able to communicate at these points. Mr. Hier stated that he could accept the CUP with these added conditions to ensure compliance with all regulations. Ron Ivie verified that there would be brake checks for every trip. There was discussion about lowering the speed limit and the effect on shifting gears. Mayor Williams suggested requiring a mitigation performance bond which can be drawn against for driving violations associated with the project. In response to a question about monitoring the Daly West from Marianne Cone, Mr. Schoenbacher indicated that it will be a cooperative effort with the owner and the City. Candace Erickson stated that her concerns relate to Condition Nos. 2 and 12 of the CUP regarding traffic and noise. She liked the idea of lowering the speed limit and requiring a bond, but could not support using both routes. She felt it better to concentrate activity in one area and avoid lengthening the project. Marianne Cone felt the process is backwards and this discussion should have occurred a long time ago with residents. She is not interested in approving the CUP because there is already a management problem and this area represents a *drop in the bucket*. She will deny the CUP and would like to see improved flood control in Empire Canyon. This is the answer since the City will have to manage Daly West in any event. Kay Calvert agreed that the process was somewhat backwards. She called up the approval so the public could participate.

Phil Hughes stated that he likes the idea of removing the pups from the trucks but pointed out that the number of trips will increase by one-third or an extra 1,300 trips. Jim Hier explained that his major concern is safety over time and money.

Peter Marth felt that the scope of future development projects can not be determined and it is solely Council's discretion to move or not move the material.

The Mayor closed the public hearing.

(c) Action

Marianne Cone, "I move to continue this item to March 24 in order to study the testimony presented tonight". Joe Kernan seconded. Motion unanimously carried. Jim Hier asked for consensus to direct staff to consider the additional mitigation points discussed and prepare preliminary findings for review next week. Mark Harrington advised that the public hearing is closed but members are allowed to deliberate among themselves in a non-majority context. If there are ex-parte contacts with the public and

staff, other than the Legal Department, those should be disclosed in the record because of the possibility of receiving sustentative information outside of the process. Kay Calvert supported the provision as long as the mitigation plan is available before March 24. Both Marianne Cone and Joe Kernan accepted the amendment to the motion. Amendment unanimously accepted.

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

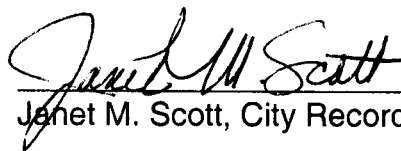
The City Council met in closed session at approximately 3p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Kay Calvert, "I move to close the meeting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

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

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

Prepared by Janet M. Scott




Janet M. Scott, City Recorder

Author: Craig Sanchez and Gary Hill
Subject: Golf Course Financial Analysis
Date: March 10, 2005
Type of Item: Informational

Summary Recommendation:

Discuss the following and provide policy direction:

- A new Resident Rate of \$31
- Extension of the \$31 Resident Rate to the Snyderville Basin;
- Reduction of expenditures, focusing on the personnel line item of the Golf Pro Shop.
- Implementation of a contingency plan (including a monthly budget) if revenues are not meeting expenditures
- Increasing the number of season passes from 48 to 75, with a lottery policy to govern how the additional 27 passes are allocated

Topic:

Golf Course analysis for the 2005 golf season.

Background

On February 17th, staff presented Council with an update of the City Golf Fund. The analysis centered on measures to provide the course with sufficient funding for capital improvements. One of the principle findings was that the majority of the course's patrons are from the surrounding area, including the Snyderville Basin. Topics of discussion on the 17th included extending the resident rate to the Snyderville Basin, the City's season pass policy, and other revenue-generating measures. In preparation for the discussion on March 10th, Council directed staff to explore the impacts of the following:

- Extension of the resident rate to the Snyderville Basin;
- Lowering the resident rate to \$31; and
- Offering 27 additional season passes (for a total of 75) at \$990

In addition, Council requested that staff return on the 10th with a discussion focusing on anticipated expenditures. This would be the basis for determining the appropriate resident rate. Items for discussion were to include:

- A monthly budget for the departments in the Golf Fund;
- A comparison of expenditures and revenues with golf industry standards;
- Discussion points for a Season Pass lottery policy; and
- A detail of interfund transfers and charges for services;

Staff has prepared an expenditure and revenue detail per Council's direction (see Attachments A and B). The balance of this staff report will cover an analysis of the expenditure and revenue projections and any items not discussed on February 10th.

Analysis

Expenditure Analysis

On February 17th, Council directed staff to provide a summary of expenditures in order to determine what the appropriate Local rate should be. Attachment A outlines anticipated expenditures for the rest of FY 2005 and the upcoming year (FY 2006). The expenditures include several proposed changes that are explained in greater detail below.

Personnel

The 2000 Wikstrom analysis reported: "The biggest issue related to operations is the tremendous increase in expenses that has occurred since 1996. A primary cause has been the substantial increase in personnel and supplies costs." Table 3 illustrates personnel costs as a percent of revenue since 2001 as compared to Wikstrom's recommended ratio.

	2001	2002	2003	2004
Actual	41%	49%	38%	45%
Recommended	44%	38%	35%	35%

Table 3 – Personnel costs as a percent of revenues

Staff's analysis indicates that the largest increases in personnel have been in the Golf Pro Shop budget. Since 1999, the Personnel line item in the Pro Shop has increased 61% (\$142,000). This is compared to a 10% decrease in Golf Maintenance personnel during that same time period. Some measures have already been taken to bring personnel costs in line with professional recommendations. The golf club initiated a volunteer program for the 2004 season. Roughly 30% of outside services staff were volunteers. Although it is early in the program, it looks as though savings will be seen in the personnel line item.

Management has also not renewed the contract for the Head Professional. The Park City Golf Club has, for some years now, operated with a professional manager model. The manager performs the majority of the tasks that many courses assign to a head pro: oversight of customer satisfaction and the Pro Shop, hiring and managing staff, setting fees, determining the mix of tournament and rounds play, and reporting to the City Manager and City Council. The current staff includes several PGA professionals and an LPGA professional who advise the manager on operations, programs, tournaments, and merchandising. Many private courses have found that the professional manager model is an effective one. This Head Professional position will not be refilled, and Staff recommends removing it from the budget at a cost savings of \$70,000.

Staff also recommends eliminating an additional \$22,000 in the temporary personnel budget line of the Pro Shop. The golf club is committed to running a lean Pro Shop staff during the low season and maintaining expenditures within

budgeted levels. It is estimated that between the volunteer program and existing resources, this reduction will not significantly change the level of service.

Golf Maintenance Budget

Finally, staff recommends funding one-half of the Golf and Parks Manager's salary from the General Fund to reflect the amount of time that position actually spends on maintaining General Fund-related infrastructure. This recommended change would take place in FY 2006 and would save the Golf Fund roughly \$26,000/year.

These expenditure reductions are geared at maintaining the same level of service in the Golf Maintenance Department. Staff feels that reductions to the Golf Maintenance Department in the past have affected the quality of the course. It is staff's intent to not adversely affect how the course appears or plays.

Interfund Transfers and Charges for Services

At the last meeting, Council requested a detail of the Interfund Transfers in the Golf Fund. Below is a summary table with an explanation of each line.

Line Item	Description	Dept.	2005 Budget
40564 9121 000 000	Fleet Services Charges	Maintenance	26,500.00
40564 9165 000 000	Insurance Fund Charge	Maintenance	13,000.00
40564 9273 000 000	MBA Debt repayment	Maintenance	50,580.00
40564 9111 000 000	Administration Charges	Maintenance	50,542.00
40571 9111 000 000	Administration Charges	Proshop	50,543.00
Total:			191,165.00

- Fleet Services and Insurance Fund charges are transferred to those respective funds for repayment of services rendered (i.e. vehicles and insurance coverage).
- The MBA Debt Payment listed is in repayment of the '99 MBA Bond, a portion of which is set aside for the purchase of the golf pro shop. That debt will be paid off at the end of FY '05, decreasing the annual interfund transfers by \$50,580
- Administrative Charges refers to monies that are transferred to the General Fund to help cover the cost of services provided to the golf course by other City departments. The Water Fund and Transit Fund also have interfund transactions. In FY 2004 and 2005, the Interfund Transfer for each fund was as follows:
 - Golf Fund - \$101,863
 - Water Fund - \$504,624
 - Transit Fund - \$484,730

The table below outlines how much is charged on behalf of each department. The amount charged is proportionate to the percentage of time

each department spends supporting the Golf, Transit, and Water Funds. This percentage was developed through an Indirect/Direct Cost Model created by Rosenthal and Associates, who worked with department managers to come up with appropriate ratios.

		Water Fund '04	Golf Fund '04	Trans. Fund '04	Total	'04 Total
Department		Transfer*	Transfer	Transfer	Reimbursement	Expenditures
11	Budget, Debt & Grants	\$ 35,720.25	\$ 10,045.41	\$ 42,259.65	\$ 88,025.31	\$ 291,761.00
11	Building Inspection	\$ -	\$ -	\$ -	\$ -	
11	Building Maintenance	\$ 10,470.87	\$ 2,732.68	\$ 9,390.87	\$ 22,594.42	\$ 754,871.00
11	Capital Projects & Econ. Devp.	\$ -	\$ -	\$ -	\$ -	
11	City Council	\$ 16,628.24	\$ 4,846.84	\$ 12,097.75	\$ 33,572.83	\$ 152,484.00
11	City Manager	\$ 33,483.64	\$ 9,084.84	\$ 26,871.07	\$ 69,439.55	\$ 299,237.00
11	City Recreation	\$ -	\$ 4,855.20	\$ -	\$ 4,855.20	\$1,170,810.00
11	Engineering	\$ -	\$ -	\$ -	\$ -	
11	Finance & Acctg	\$ 130,815.88	\$ 25,937.29	\$ 111,483.18	\$ 268,236.34	\$ 522,545.00
11	Human Resources	\$ 35,811.05	\$ 10,494.69	\$ 64,308.75	\$ 110,614.49	\$ 319,780.00
11	Legal	\$ 87,149.41	\$ 5,925.31	\$ 21,836.96	\$ 114,911.68	\$ 533,921.00
11	Library	\$ -	\$ 4,533.27	\$ -	\$ 4,533.27	\$ 547,514.00
11	Parks Maintenance	\$ 698.13	\$ 201.51	\$ 808.80	\$ 1,708.44	\$1,004,725.00
11	Planning	\$ -	\$ -	\$ -	\$ -	
11	Police	\$ -	\$ -	\$ -	\$ -	
11	Public Affairs & Comm.	\$ -	\$ -	\$ -	\$ -	
11	Public Works Admin	\$ 75,696.30	\$ 6,086.66	\$ 110,144.52	\$ 191,927.48	\$ 231,716.00
11	Special Events & Facilities	\$ -	\$ -	\$ -	\$ -	
11	Street Maintenance	\$ -	\$ -	\$ -	\$ -	
11	Tech. & Customer Service	\$ 78,150.24	\$ 17,119.30	\$ 85,528.45	\$ 180,797.99	\$ 846,931.00
11	Tennis	\$ -	\$ -	\$ -	\$ -	
51	Water Fund	\$ -	\$ -	\$ -	\$ -	
55	Golf Fund	\$ -	\$ -	\$ -	\$ -	
57	Transportation Fund	\$ -	\$ -	\$ -	\$ -	
		\$ 504,624	\$ 101,863	\$ 484,730	\$ 1,091,217	\$ 6,676,295

* '04 and '05 Admin Charges were budgeted at the same levels

The second to last column of the table shows the total amount each department "charges" and compares that with their actual budgeted expenditures (in the last column). Please note that the total interfund transfer amount (for all funds) is less than 17% of all departments' budgets.

Expenditure and Revenue Summary

Attachment B is a summary of anticipated revenues based on direction received from City Council on February 17th. The direction for revenue included the following:

- A Resident Rate of \$31 that includes the Snyderville Basin
- The addition of 27 new season passes (for a total of 75) at \$990 each

The revenue analysis also assumes that the course will have about 900 additional rounds from the Basin (approximately one foursome a day), and that the course will have as many resident rounds (not including players from the Basin) as in the 2003 season, when the resident rate was \$31.

As can be seen in the Revenue Summary, staff calculates that after capital expenditures (Attachment D), the golf course will run a deficit of \$127,523 by the end of the current fiscal year (June 2005). This loss is projected to occur due to the fact that the peak season for golf (July-September) has already occurred for this season. This deficit can be covered by existing fund cash balance (\$271,312). Staff calculates that revenues will exceed expenditures by \$20,466 in FY 2006.

As previously mentioned, this analysis assumes that play by Park City residents will return to the level recorded in the 2003 season, which constituted an all time high number of local rounds (13,813). To achieve this number, there will need to be an 11.8% increase in the number of local rounds played (excluding the Basin).

Contingency Measures

Monthly Budget

As the Expense and Revenue analysis indicates, a \$31 resident rate will require the City to drawdown on cash reserves this year and will provide only a marginal increase in net revenues in future years.

The key to the proposed revenue and expenditure plan is to stay within budgeted expenditures and to reduce costs in a timely manner if revenues are not meeting expenses. Per Council direction, Staff has created a proposed monthly budget for both the Golf ProShop and the Golf Maintenance departments (Attachment C).

Staff intends to monitor monthly revenues and expenditures and make operating reductions, beginning with the Pro Shop, to meet revenues as necessary. Reductions to operations could impact service levels, particularly at the ProShop, but this may be necessary if revenues do not meet projected levels.

Season Pass Policy

On February 17th City Council indicated that it might wish to offer 27 additional season passes in a lottery. Council also directed staff to return with a discussion on how this might be administered. Staff is not clear whether Council wanted to give pass lottery preference to locals. Below is a sample process that assumes locals are given first priority after the grandfathered season pass holders:

- **Number of season passes**
Existing number of season passes = 48
Proposed number of season passes for FY 2006 = 75
- **Order of season pass priority**

Grandfathered season pass holders
Park City Locals – physical residence in Park City corporate limits
Snyderville Basin residents

- Distribution of season passes – this assumes a bifurcated process in which we distribute passes to locals first.
 - Current season pass holders until 5/1/2005 – season pass holders who have not claimed their pass by this date will give up future claims on season pass. This would represent a change in the current system for season pass holders.
 - 4/15/2005 – 5/1/2005 locals and Basin residents may register for the season pass lottery by submitting proof of residency and valid credit card.
 - 5/2/2005 – lottery will be held for all available season passes. At least 27 passes will be available. Any season passes not purchased by 5/1 will also be put into the lottery system. Credit card will be charged at that time for season pass. No refunds.
- The season pass recipients for the year will be selected first from the locals list until (1) the number of available passes is exhausted or (2) the list is filled and passes remain.
- If there are remaining passes, then the same process will be repeated from the Basin list until all passes are distributed.
- Should there be passes remaining after this process, remaining passes will be distributed on a first-come, first-served basis.

Council should consider the following issues when discussing the season pass lottery:

- What is an appropriate number of additional season passes? Should the number of passes available each year be subject to change based on golf course capacity?
- How will offering additional season passes affect revenues when the course nears capacity in the future?
- Should Snyderville Basin residents have the same access to new passes as locals? What about individuals not paying the resident rate?
- Is this the appropriate year to increase the number of passes? With all of the other recommended changes to the golf course, it will be difficult to track the success of this (or any other) change.

Reservation Policy

On Feb. 17th, staff and Council discussed a possible cancellation fee. Staff proposed that 50% of the green fee would be retained upon cancellations in violation of the existing 24 hour policy. Last season, there were approximately 10,000 reservations (for either 9 or 18 hole rounds) which were not played. This represents both cancelled and no-show reservations. It is management's opinion

that a "no-show" fee would recover some lost revenue without damaging image or customer relations to any substantial degree. Staff is concerned that as capacity increases, the golf course will forgo revenue from unfilled tee times.

Council did not provide policy direction regarding a cancellation policy. Staff would like Council to consider this issue and provide direction.

Additional Information

Industry Comparison

Council also directed staff to provide some information on how the City's golf course compared to other similar courses. Attachment D compares Park City golf course's revenues and expenditures with industry standards. The data is based on two different sets of peer groups. All of the golf courses in the peer groups are municipal courses with similar climates and numbers of playable weeks.

The first comparison shows how Park City compares in a range with other courses (bottom 25%, median, top 25%, top 5%). In each category, the range into which Park City falls is circled. The second evaluation compares Park City with regional averages.

Please see Attachment D for comparison highlights.

Other Impacts

The decision to remove the Head Pro has caused some public relations issues, primarily with the Park City Women's Golf Association 18 hole group. Staff received e-mails and phone calls from several individuals concerned about this personnel decision. Staff met with these individuals to address their concerns, primarily by helping them understand the professional manager role. Currently, several individuals from the Park City Women's Golf Association 18 hole group have decided to hold their annual Invitational Tournament at another golf course. It is anticipated that the revenue from the tournament will be largely recovered from having regular play on those days. In addition, another group within the Park City Women's Golf Association would like to continue to hold a tournament at the golf course.

Hotel Park City will be constructing phase two of their project this season. This phase of the project consists of the building of ten cottage units adjacent to holes 12, 13, 14, and behind 18 green. This construction will require building of a new tee box on number 14. Although there will be limited impacts to the playability of the holes, the construction activity could cause impacts to player numbers. The golf course is also currently in negotiations to purchase the golf shop. Funding for the purchase of the Pro Shop is already earmarked from the 1999 MBA Bond Issuance.

Summary

These recommendations are intended as an incremental approach to solving the issues of not funding capital replacement at the golf course. Rather than making wholesale changes to the rate structure, staff proposes making the previously mentioned changes while studying the following:

- The effect of last year's rate increase on locals and non-Basin players. It appears that there were fewer local players than the prior year, but how much of this is attributable to the rate increase is unknown. If past trends remain true, last year's numbers reflect an initial "shock" of the price change, and the rounds will increase again.
- The effect of the volunteer program instituted last year. It is hoped that this program will further reduce personnel costs. The program is too new to yet determine if it is successful.
- The effect of the extension of the local rate to Basin residents. Staff has made some very conservative estimates, and is reasonably confident that the course will at least break even, in regards to Basin play. The actual effects will be analyzed after one year. As previously mentioned, the numbers presented only include revenue from green fees. It is hoped that the course will see additional revenues from cart rentals, merchandise, food and beverage, and the driving range.

Department Review:

The City Managers Office, the Budget, Debt, and Grants Department, Public Works Department, and the Recreation – Library Department have reviewed this report.

Alternatives:

Council should consider the following issues and provide policy direction on:

- A new Resident Rate of \$31
- Extension of the resident Rate to the Snyderville Basin;
- Reduction of expenditures, focusing on the personnel line item of the golf Pro Shop.
- Implementation of a contingency plan (including a monthly budget) if revenues are not meeting expenditures
- Increasing the number of season passes from 48 to 75, with a lottery policy to govern how the additional 27 passes are allocated

If Council chooses to direct staff regarding the rate structure, no-show fee, or season pass policy, staff would return to Council with amendments to the City Fee Resolution in a few weeks. Direction regarding reductions to the budget would come back for Council consideration during the budget process in May.

Significant impacts:

If changes are not made to current revenue and or expenditure levels, the golf operation will not be able to fund capital replacement at a level necessary to maintain an acceptable level of play.

Recommendation:

Consider the discussion items detailed above and provide policy direction.

Attachments

- A – Expenditure Projections
- B – Revenue Projections
- C – Monthly Budget
- D – Industry Comparison
- E – Capital Improvement Plan

Golf Expenditures

GOLF PRO SHOP	2004 Actual	2005 Budget	2005 YTD	2005 Proposed	2006 Proposed
PERSONNEL SERVICES ¹	\$376,400	\$326,997	\$147,493	\$293,641	\$239,199
MATERIAL/SUPPLIES/SERVICES	\$13,191	\$19,700	\$2,997	\$19,700	\$19,700
UTILITIES	\$14,269	\$14,400	\$4,201	\$14,400	\$14,400
CONTR. SVCS./CONSULTING/SW LIC	\$4,784	\$6,600	\$199	\$6,600	\$6,600
PARTS/MAINTENANCE SUPPLIES	\$134,862	\$140,600	\$87,154	\$140,600	\$140,600
CAPITAL OUTLAY	\$2,543	\$2,500	\$347	\$2,500	\$2,500
INTERFUND TRANSFER	\$50,543	\$50,543	\$16,848	\$50,543	\$50,543
DEBT SERVICE	\$8,393	\$7,000	-\$1,130	\$7,000	\$7,000
SP SERV CONTRACT/MISC. CHARGES	\$22,653	\$29,000	\$10,988	\$29,000	\$29,000
SUBTOTAL - GOLF PRO-SHOP	\$627,639	\$597,340	\$269,097	\$563,984	\$509,542

GOLF MAINTENANCE	2004 Actual	2005 Budget	2005 YTD	2005 Proposed	2006 Proposed
PERSONNEL SERVICES ²	\$219,896	\$174,778	\$93,335	\$174,778	\$152,565
MATERIAL/SUPPLIES/SERVICES	\$52,564	\$63,325	\$27,355	\$63,325	\$63,325
UTILITIES	\$19,704	\$30,987	\$272	\$30,987	\$30,987
CONTR. SVCS./CONSULTING/SW LIC	\$27,868	\$15,000	\$16,108	\$15,000	\$15,000
PARTS/MAINTENANCE SUPPLIES	\$59,898	\$63,500	\$34,520	\$63,500	\$63,500
CAPITAL OUTLAY	\$57,979	\$75,500	\$8,248	\$75,500	\$75,500
INTERFUND TRANSFER ³	\$192,064	\$140,622	\$46,872	\$140,622	\$90,042
SUBTOTAL - GOLF MAINTENANCE	\$629,974	\$563,712	\$226,709	\$563,712	\$490,919

COMBINED PRO SHOP AND MAINTENANCE

PERSONNEL SERVICES	\$596,296	\$501,775	\$240,829	\$468,419	\$391,764
MATERIAL/SUPPLIES/SERVICES	\$65,755	\$83,025	\$30,351	\$83,025	\$83,025
UTILITIES	\$33,973	\$45,387	\$4,473	\$45,387	\$45,387
CONTR. SVCS./CONSULTING/SW LIC	\$32,652	\$21,600	\$16,306	\$21,600	\$21,600
PARTS/MAINTENANCE SUPPLIES	\$194,761	\$204,100	\$121,674	\$204,100	\$204,100
CAPITAL OUTLAY	\$60,522	\$78,000	\$8,595	\$78,000	\$78,000
INTERFUND TRANSFER	\$242,607	\$191,165	\$63,720	\$191,165	\$140,585
DEBT SERVICE	\$8,393	\$7,000	-\$1,130	\$7,000	\$7,000
SP SERV CONTRACT/MISC. CHARGES	\$22,653	\$29,000	\$10,988	\$29,000	\$29,000
TOTAL OPERATING EXPENDITURES	\$1,257,613	\$1,161,052	\$495,806	\$1,127,696	\$1,000,461
CAPITAL IMPROVEMENT BUDGET	N/A	N/A	N/A	\$220,000	\$225,000
TOTAL EXPENDITURES				\$1,347,696	\$1,225,461

<u>Change Description</u>	<u>Amount</u>	<u>Year Instituted</u>
¹ Head Golf Pro Savings	\$33,356	2005
³ MBA Debt Service Complete	\$50,580	2006
¹ Additional Head Golf Pro Savings	\$36,157	2006
² Remove Half of Golf & Parks Manager	\$26,178	2006
¹ Remove .60 from ProShop Temp line	\$22,356	2006
² Pay Plan Increases (Golf & Parks Mgr)	\$3,965	2006
¹ Pay Plan Increases (Golf Manager)	\$4,071	2006

Golf Revenues

CHARGES FOR SERVICES						
	2004 Actual	2005 Budget	2005 YTD	% of '04 YTD	2005 Proposed	2006 Proposed
34661 0000 000 000 GOLF FEES	\$665,942.93	\$760,000.00	\$439,615.41	90%	\$591,852.75	\$591,767.83
34662 0000 000 000 CART FEES	\$184,455.55	\$200,000.00	\$121,652.66	91%	\$167,987.68	\$186,619.39
34663 0000 000 000 PASS FEES	\$77,245.65	\$75,000.00	\$3,379.98	50%	\$103,975.65	\$103,975.65
34664 0000 000 000 DRIVING RANGE FEES	\$30,651.45	\$35,000.00	\$20,599.95	102%	\$31,205.90	\$34,366.89
34665 0000 000 000 PRO-SHOP RETAIL SA	\$230,650.12	\$220,000.00	\$146,789.18	87%	\$199,867.49	\$203,914.14
34666 0000 000 000 GOLF LESSONS	\$45,165.50	\$50,000.00	\$22,600.00	103%	\$46,335.16	\$46,335.16
34668 0000 000 000 TOURNAMENT ADMIN.	\$2,054.00	\$2,132.00	\$2,964.00	175%	\$3,598.14	\$3,598.14
34669 0000 000 000 TOURNAMENT REFRESH	\$0.00	\$1,543.00	\$0.00	0%	\$0.00	\$0.00
34670 0000 000 000 TOURNAMENT WINNING	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
SUBTOTAL - CHARGES FOR SERVICES						
	\$1,236,165	\$1,343,675	\$757,601		\$1,144,823	\$1,170,577

MISCELLANEOUS REVENUES

36111 0000 000 000 INTEREST EARNINGS	\$5,682.08	\$10,408.00	\$0.00	0%	\$5,000.00	\$5,000.00
36210 0000 000 000 RENTAL INCOME	\$17,910.03	\$15,000.00	\$134.95	2%	\$17,350.00	\$17,350.00
36911 0000 000 000 OTHER MISCELLANEOUS	\$32,857.23	\$15,000.00	\$720.85	11%	\$28,000.00	\$28,000.00
36921 0000 000 000 CASH OVER/SHORT	\$852.70	\$0.00	\$157.08	20%	\$0.00	\$0.00
36310 0000 000 000 SALE OF ASSETS	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
38211 0000 000 000 TRANS FR GENERAL FUND	\$25,000.00	\$25,000.00	\$16,664.00	100%	\$25,000.00	\$25,000.00
39110 0000 000 000 DONATIONS	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
SUBTOTAL - MISCELLANEOUS REVENUES	\$82,302	\$65,408	\$17,677		\$75,350	\$75,350
TOTAL REVENUES	\$1,318,467	\$1,409,083	\$775,278		\$1,220,173	\$1,245,927

TOTAL EXPENSES (see GolfExpenditures)					(\$1,347,696)	(\$1,225,461)
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TOTAL REVENUES LESS EXPENSES					(\$127,523)	\$20,466
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Proposed Monthly Budget

Revenues

	July	August	September	October	November	December	January	February	March	April	May	June	Total
CHARGES FOR SERVICES													
GREEN FEES	\$140,934	\$132,384	\$87,922	\$38,996	\$1,973	\$0	\$0	\$0	\$0	\$11,182	\$72,821	\$105,556	\$591,768
CART FEES	\$44,445	\$41,748	\$27,727	\$12,298	\$622	\$0	\$0	\$0	\$0	\$3,526	\$22,965	\$33,288	\$186,619
PASS FEES	\$5,724	\$1,821	\$707	\$0	\$0	\$0	\$0	\$0	\$0	\$31,812	\$52,153	\$11,759	\$103,976
OTHER REVENUES	\$68,640	\$64,476	\$42,821	\$18,993	\$961	\$0	\$0	\$0	\$0	\$5,446	\$35,467	\$51,410	\$288,214
MISCELLANEOUS REVENUES	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083	\$8,883	\$10,083	\$10,083	\$10,083	\$10,083	\$2,083	\$13,633	\$75,350
TOTAL REVENUES	\$261,827	\$242,513	\$161,260	\$72,370	\$5,639	\$8,883	\$10,083	\$10,083	\$10,083	\$62,050	\$185,489	\$215,646	\$1,245,927

Expenses

PRO SHOP													
PERSONNEL	\$36,541	\$23,849	\$19,147	\$13,094	\$10,743	\$24,849	\$10,743	\$10,743	\$10,743	\$12,804	\$23,849	\$42,091	\$239,199
MATERIALS, SUPPLIES, AND SERVICES	\$23,585	\$20,285	\$11,285	\$10,000	\$5,000	\$1,000	\$1,000	\$1,000	\$1,000	\$29,500	\$27,500	\$29,145	\$160,300
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
UTILITIES	\$2,200	\$2,200	\$2,200	\$1,800	\$1,000	\$200	\$200	\$200	\$200	\$1,000	\$1,440	\$1,760	\$14,400
MISC. CHARGES	\$4,833	\$4,833	\$4,833	\$0	\$0	\$0	\$0	\$0	\$0	\$4,833	\$4,833	\$4,833	\$28,998
CONTRACT SERVICES	\$1,100	\$1,100	\$1,100	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100	\$1,100	\$1,100	\$6,600
INTERFUND TRANSFER	\$4,212	\$4,212	\$4,212	\$4,212	\$4,212	\$4,212	\$4,212	\$4,212	\$4,212	\$4,212	\$4,212	\$4,212	\$50,544
DEBT SERVICE	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$7,000
Subtotal:	\$73,055	\$57,063	\$43,361	\$29,690	\$21,539	\$30,845	\$16,739	\$16,739	\$16,739	\$54,033	\$63,518	\$86,225	\$509,541

MAINTENANCE

PERSONNEL	\$17,392	\$17,392	\$17,392	\$17,392	\$10,451	\$7,552	\$7,552	\$7,552	\$7,552	\$7,552	\$17,392	\$17,392	\$152,565
MATERIALS, SUPPLIES, AND SERVICES	\$24,000	\$24,000	\$31,900	\$17,500	\$8,000	\$8,000	\$17,412	\$8,000	\$9,000	\$15,000	\$24,000	\$24,000	\$210,812
CAPITAL OUTLAY	\$6,500	\$6,000	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000	\$10,000	\$37,500
INTERFUND TRANSFER	\$7,504	\$7,504	\$7,504	\$7,504	\$7,504	\$7,504	\$7,504	\$7,504	\$7,504	\$7,504	\$7,504	\$7,504	\$90,042
Subtotal:	\$55,396	\$54,896	\$62,796	\$42,396	\$25,954	\$23,055	\$32,467	\$23,055	\$24,055	\$30,055	\$57,896	\$58,896	\$490,919

TOTAL EXPENSES \$128,450 \$111,958 \$106,156 \$72,085 \$47,493 \$53,900 \$49,206 \$39,794 \$40,794 \$84,088 \$121,413 \$145,120 \$1,000,460

REVENUES OVER EXPENSES (Operating) \$133,376 \$130,554 \$55,103 \$285 \$-41,854 \$-45,017 \$-39,123 \$-29,711 \$-30,711 \$-22,038 \$64,076 \$70,526 \$245,467

CAPITAL IMPROVEMENTS													
EQUIPMENT REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
COURSE IMPROVEMENTS	\$0	\$0	\$25,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$150,000
Subtotal:	\$0	\$0	\$25,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$75,000	\$225,000

TOTAL REVENUES OVER TOTAL EXPENSES \$133,376 \$130,554 \$30,103 \$-99,715 \$-41,854 \$-45,017 \$-39,123 \$-29,711 \$-30,711 \$-22,038 \$39,076 \$-4,474 \$20,467

Summary of FY 2004 Golf Performance Compared to Other Municipal Courses

Standards used were set by National Golf Foundation 2001 Survey of Municipal Courses localized for Region 7 (Intermountain West and High Plains) and 2004 Municipal Courses -Frost Belt Region.

Operating Data

- Number of rounds played (26,838) is 88 percent of regional average.
- Green fees are in Top 25% of courses.
- Cart fees are in Top 25%
- Percent of rounds played on weekend are similar to other courses in the region.

Golf Course revenue among the top in the region

- Gross revenue per round of \$48.92 is among the top 5% of courses and 145% higher than regional average.
- Green fees (not includes cart or pass play) are in the top 25% of course revenues and merchandise revenue is in the top 5%.
- Range fees are in the bottom 25% of range fees in the region.

Golf Course Expenses among the top 25% of courses in the Region

- Employee payroll is in top 25% of employee payroll in the region.
- Non payroll expenses are in the median of expenses.
- The number of staff in the Maintenance Department is within the Median and staffing in the Pro Shop in the Top 25%.
- The percentage of payroll dollars for Golf Course Maintenance is in the Bottom 25%.
- Golf Payroll was 175% of regional average.

Golf Course is operating on a slim margin

- Net Operating Income is in the Bottom 25% when compared to other courses in the region.
- Average operating margin (NOI as percent of total revenues) of 4.8% is substantially below the regional average of 23%.

Players spend money at our golf course

- Merchandise revenue per round is nearly 3 times the regional average.
- Rounds played are 88% of regional average yet rounds revenue (golf fees, carts and passes) are 140% of regional average.

**NATIONAL GOLF FOUNDATION REGION 7 2001 (INTERMOUNTAIN WEST AND HIGH PLAINS)
OPERATING AND FINANCIAL PERFORMANCE PROFILE**

TOTAL REVENUE (\$)	PARK CITY	Bottom 25%	Median	Top 25%	Top 5%
	1,312,785	497,000	874,000	1,259,000	1,875,000

REVENUE BY LINE ITEM (\$)	PARK CITY	Bottom 25%	Median	Top 25%	Top 5%
Green Fees	665,943	133,000	299,000	538,000	1,009,000
Season Passes/Annual Dues	77,246	66,000	130,000	172,000	247,000
Golf Cart Rentals	184,456	70,000	129,000	189,000	274,000
Range Fees	30,651	13,000	36,000	67,000	99,000
Merchandise Fees	230,650	68,000	123,000	169,000	209,000
Food and Beverage	0	30,000	74,000	164,000	257,000
Other	123,839	6,000	19,000	30,000	126,000

GROSS REVENUE PER ROUND (\$)	PARK CITY	Bottom 25%	Median	Top 25%	Top 5%
	48.92	13	19	27	35

TOTAL EXPENSES (\$)	PARK CITY	Bottom 25%	Median	Top 25%	Top 5%
	1,257,613	406,000	537,000	1,014,000	1,499,000

NON PAYROLL EXPENSES BY CATEGORY (\$)	PARK CITY	Bottom 25%	Median	Top 25%	Top 5%
General/Administrative/Other	230,538	17,000	43,000	145,000	623,000
Irrigation/Water	12,560	1,000	4,000	17,000	39,000
Fertilizers/Chemicals	43,839	12,000	18,000	35,000	49,000
Lease Expenses/Golf Carts	11,494	15,000	31,000	47,000	87,000
Lease Expenses/Equipment	24,446	17,000	34,000	79,000	95,000
Cost of Merchandise Sold	136,049	58,000	102,000	129,000	150,000
Ad/Marketing/Promo	0	7,000	8,000	10,000	37,000
Facility Insurance	13,000	5,000	8,000	15,000	30,000
Utilities	33,972	7,000	11,000	17,000	50,000

Payroll Expenses (\$)	PARK CITY	Bottom 25%	Median	Top 25%	Top 5%
All Employee Payroll	596,296	175,000	250,000	450,000	750,000
Payroll as Percentage of Total Expenses	47.41%	40%	47%	58%	

Net Operating Income (in thousands)	63,566	77,000	325,000	580,000	808,000
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Average Operating Margin (net operating income as percentage of total revenues)	PARK CITY	NOI	Average
	4.84%	63565.23	23%

OPERATING DATA					
Rounds Played	PARK CITY	Bottom 25%	Median	Top 25%	Top 5%
	26,836	30,000	45,000	60,000	67,000
Green Fees (Weekend)	33	18	20	24	69
Cart Fees	14	10	10	12	17
	Percent		Percent		
	48%		44%		
Rounds played on weekends					

Distribution of Staffing					
Full Time Staff (yr rnd and seasonal)	PARK CITY	Bottom 25%	Median	Top 25%	Top 5%
Course Maintenance	3	2	3	3	6
Golf Shop	0.56	1	2	3	6
Administrative	0.7	0	0	1	2
Part Time Staff					
Course Maintenance	11	7	8	15	20
Golf Shop	21	4	10	19	30
Administrative	0	0	0	0	2

Percentage of Payroll Dollars Allocated to Golf Course Maintenance					
Percentage of Total Payroll Dollars (includes all FT and PT employees)	Park City	Bottom 25%	Median	Top 25%	Top 5%
	37%	47%	55%	62%	70%

2004 FROSTBELT PUBLIC MID-RANGE (\$30 TO \$59 WITH CART) COURSE
OPERATING AND FINANCIAL PERFORMANCE PROFILES
NATIONAL GOLF FOUNDATION

TOTAL REVENUE	PARK CITY	AVERAGE
AVERAGE TOTAL REVENUE	\$1,312,785	\$966,790
TOTAL REVENUE PER ROUND	\$49	\$33

ROUNDS REVENUE	PARK CITY	AVERAGE
AVERAGE TOTAL REVENUE 2003	\$927,644	\$643,040
ROUNDS REVENUE PER ROUND 2003	\$35	\$22

MERCHANDISE REVENUE	PARK CITY	AVERAGE
AVERAGE MERCHANDISE REVENUE 2003	\$230,650	\$78,390
MERCHANDISE REVENUE PER ROUND 2003	\$9	\$3

REVENUE AS PERCENT OF FY 2004 BUDGET	Park City % of Actual	Regional % of Budget	Park City Actual	Regional Average
ROUNDS REVENUE	70.7%	67%	\$927,644	\$643,040
MERCHANDISE REVENUE	17.6%	8%	\$230,650	\$78,390
PRACTICE RANGE REVENUE	2.3%	4%	\$30,651	\$40,740
FOOD AND BEVERAGE	0.0%	19%	\$0	\$183,350
LESSONS	3.4%	0%	\$45,166	\$0
OTHER	6.0%	2%	\$78,674	\$19,270
TOTAL REVENUE	100.0%	100%	\$1,312,785	\$966,790

MAINTENANCE EXPENSES	PARK CITY	AVERAGE
PAYROLL	219,895	217,420
NON PAYROLL	410,079	196,760
SUBTOTAL MAINTENANCE	629,974	414,180

PRO SHOP	PARK CITY	AVERAGE
GOLF PAYROLL	320,229	117,930
G&A	119,905	79,270
SUBTOTAL PRO SHOP	440,134	197,200
COS MERCHANDISE	138,999	57,900

EXPENSES AS PERCENT OF BUDGET	PARK CITY	AVERAGE
PAYROLL	47.4%	60%
MAINTENANCE	9.5%	10%
COS MERCHANDISE	10.8%	7%

ROUNDS	PARK CITY	AVERAGE
TOTAL ROUNDS PLAYED	26,836	30,510
ANNUAL DUES/PASSES	\$990	\$900

TOTAL REVENUE PER ROUND (\$)	PARK CITY	AVERAGE
AVERAGE	\$49	\$34

GOLF COURSE CAPITAL IMPROVEMENT PLAN

PROJECT	CIP fund	2005	2006	2007	2008	2009	2010	6 - YEAR TOTAL	TOTAL PROJECT COST
CART PATHS	55-47208				50,000		50,000	100,000	300,000
*DREDGE 18 LAKE	55-47208	*100,000						100,000	300,000
EQUIPMENT REPLACE	55-44039	75,000	75,000	75,000	75,000	75,000	75,000	450,000	450,000 / ONGOING
*IRRIGATION IMPROVMENT	55-47208				75,000	125,000		200,000	300,000
1 TEE LANDSCAPE IMPROVEMENTS	55-47208	20,000						20,000	20,000
PROPERTY PURCHASE 6 TEE	55-47208			50,000				50,000	50,000
PUMP STATIONS	55-47208		*100,000	70,000				170,000	170,000
REBUILD 14 GREEN	55-47208							Unscheduled	60,000
RESTROOMS IMPROVEMENTS	55-47208			10,000				10,000	50,000
*SNOW CAT	55-47209						150,000	150,000	150,000 / ONGOING
STREAM&DRAINAGE &SILT CONTROL	55-47208			10,000	10,000	10,000		30,000	100,000
TEE CONSTRUCTION	55-47208	25,000	25,000					50,000	200,000
TEE SIGNS / BENCHES	55-47208		25,000					25,000	25,000
TOTAL		220,000	225,000	215,000	210,000	210,000	275,000	1,355,000	2,175,000

* Note

- 2005 - Dredging 18lake assumes financial assistance from Park City Mountain Resort. If PCMR can not contribute, or the cottages are built on the golf course, this project will be postponed. In its place the pump station will be replaced scheduled 2006.
- Irrigation improvements include future upgrades to controllers, new main line and sprinkler heads.
- Snow cat replacement is funded through the cross country concessionaire.

DATE: March 10, 2005
DEPARTMENT: Public Works
AUTHOR: Pace Erickson, Operations Manager
TITLE: Snow Removal Policy
TYPE OF ITEM: Informational

SUMMARY RECOMMENDATIONS:

DESCRIPTION: Policy Direction - Informational

Topic Clarify and provide direction regarding snow operation service level expectations

Background

On October 14, 2004 staff presented to City Council a recommendation to amend the ordinance governing snow removal. In the interim, we experienced one of the largest continual snow events in some time beginning on December 28, 2004 and concluding on January 12, 2005. As a result of this storm, City council asked staff to come back and provide information regarding the effort and subsequent issues regarding the current level of service (please see attached debriefing in the Managers Report by Kent Cashel, Deputy Public Works Director). While staff believes the effort was exemplary, some residents felt the inconvenience was far too great. Staff has identified areas of improvement during the debriefing which will be addressed during the budget.

Snow Removal Goal: *Provide safe roads and walkways in all weather conditions for the health and safety of residents and guests. Provide access to commercial and recreational areas and especially for emergency vehicles throughout Park City.*

Service Quality Goal

Street snow plowing and snow removal efforts will be completed on a priority basis within eight hours after the end of a storm. Sidewalks/stairs snow plowing and snow removal efforts will be completed on a priority basis, within eight hours after the end of a storm.

METHODOLOGY

The methodology employed is to establish strategies that help maximize productivity and identify resources, priorities and responsibilities while meeting the needs of the community. This will establish snow removal services to connect commercial zones, recreational areas, schools and Municipal Services.

The methodology may change slightly due to the amount of snow which falls and the overall density or weight. Lighter snow is much easier to move than heavier snow and thus a larger amount of light snow is easier to remove than a lighter amount of heavier snow. With this in mind, there are four generally accepted methods to remove snow. We can plow it, blow it, haul it or melt it. We employ all methods except for melting snow.

Priority

The priority levels of service, in accordance with snow brochure and map, are:

Priority Streets

Priority	Areas of priority
1	Bus routes, main parking areas, upper elevation streets, business core areas, Royal Street and Guardsman Connection along with business core parking
2	Through streets within residential areas and other public parking areas
3	Cul-de-sacs within residential areas
4	All other public streets
5	General cleanup, push-back, and undeveloped area cleanup

Priority Sidewalks

Priority	Areas of priority
1	Main Street and Park Avenue sidewalks and City building entrances. Bike paths to schools
2	Other bike paths and sidewalks identified on the snow removal map, Old Town Stairs
3	Remaining sidewalks and bike paths identified on the snow removal map in Park Meadows and Deer Valley. Tennis bubble
4	Sheltered bus stops, fire hydrants located on City property.
5	General widening, City cemetery driveway

Start of a storm event

Our first priority during a storm is to open as much as possible all priority one and two routes for both streets and sidewalks. Streets will be at a minimum width of two lanes (three if there is a turn lane). Cul-de-sacs will have a pass through each to allow for access but may not have snow removed from the interior until the storm subsides.

If the storm continues

If the storm continues, we will maintain the two to three lane widths and attempt as much as possible to have gutter to gutter service on bus routes. If it is a large enough storm, additional Public Works staff will be called in from other crews to help during the storm. This is complicated when hauling is being performed in conjunction with plowing. In these instances, contractors will be contacted to run loaders to fill haul trucks.

End of the storm

At the end of a storm, crews will switch from plowing mode to snow blowers, loaders and haul trucks to remove the snow gutter to gutter on all priority one and two streets when feasible. Cul-de-sacs and some streets may not be gutter to gutter unless there is clear sky's forecasted for several days. However, due to proximity of landscaping and of other impediments, gutter to gutter widths may not be practical. Snow hauling will commence if there is sufficient snow to warrant it. Generally this is in Old Town and begins when there is less than a one and a half lane width.

Snow Emergencies

A snow emergency provision within the snow removal ordinance (ordinance 9-4-3) can be enacted by the City Manager. This makes certain requirements by residents and restricts parking on certain City streets. The current snow emergency ordinance states:

9- 4- 3. SNOW REMOVAL EMERGENCY ROUTES.

In order to maintain a free flow of traffic during periods of four inches or more of snow accumulation in any four hour time frame and 8 hours immediately following said storms, the City Manager or designee may declare a snow removal emergency, during which time it shall be unlawful to park any vehicle on the following streets:

- Any street which is on a Park City Transit bus route;
- Swede Alley;
- Kearns Boulevard: U-248 to City limits;
- U-224 from Kearns Blvd. to the City limits;
- Marsac Avenue;
- Lucky John Drive from Little Kate Road to Evening Star Drive;
- Payday Drive from Thaynes Canyon Drive to Park Avenue (U-224);
- Thaynes Canyon Drive from Silver King Drive to Payday Drive;
- Meadows-Evening Star to American Saddler;
- American Saddler-Meadows to Meadows;
- Meadows-American Saddler to U-224; and

Such other streets as may be necessary to add from time to time in order to meet the needs of the snow removal emergency. During a snow removal emergency, any vehicle parked on one of the streets listed above shall be deemed illegally parked, and subject to impound.

Snow hauling

As in years past, primary snow haulage for Main Street based on snow load has been performed on Wednesday night. Additional haulage and cleanup post Olympics and based on the amount of snow has been performed Sunday and Friday mornings for Main Street/Swede Alley. The snow haulage effort begins on Empire Avenue, lower Park Avenue and moves south, with Main Street clearing starting at 2:00 a.m. Public Service announcements on KPCW advise residents/businesses of the scheduled snow haulage.

Other snow haulage is conducted once the accumulation demands it. These include upper Park Avenue, Woodside Avenue, Norfolk Avenue, Daly Avenue, parking lots, lower Deer Valley, Bonanza Drive, and Evergreen subdivision. Signs and PSA's on KPCW are utilized to assist with communications to residents and guests.

One Way Streets

Park Avenue becomes one-way going north from Heber Avenue to King Road. This allows for control of winter traffic, minimizes conflicts with snow plows, increased snow removal effectiveness, and better parking control. This has been increasingly apparent this year as upper Park Avenue was narrowed. Staff may be requesting other seasonal one way situations for future winter seasons.

Parking Lots and Structure

In the past parking lots were included in each specific plow's area of responsibility and receive high priority status. For this season, a separate plow operator was implemented just to plow parking areas. This has proven to be extremely successful throughout the season.

Snow Windrows

Unfortunately, this is one of the consequences of living in a mountain town. Despite popular opinion, crews do not place snow in driveways on purpose. However, there is no practical way for the snow plow operator to cut off the windrow of snow when crossing a driveway. This problem is especially acute in cul-de-sacs because this is a very confined space. Cul-de-sacs require that all of the snow that is on the roadway within that confined space be placed along the outside of the circle. The problem is compounded by the fact that each homeowner then must clear their driveway, which places large piles on the corners of the driveways.

In a cul-de-sac, it is extremely difficult to have the truck push snow onto a center island. Trucks are not built to be articulated into an angle that would allow placing a portion of the snow on the island, and centrifugal force causes the snow to move off of the plow toward the outside of the circle. Public Work's goal in clearing all streets is to maintain as much of the normal pavement width as possible, while at the same time, allowing acceptable access to the mailboxes.

Windrows along sidewalks and paths are a subsequent result of removing snow from both the street and sidewalk. In most areas windrows collect until the height of the windrow gets so high that it makes getting over it impossible. These areas are hauled

or blown along the edge of the sidewalk to allow for easier access to the sidewalk. Main Street has the highest priority in removal of windrows but not all snow windrows will be removed. Generally this is a windrow which is greater than 18 inches high and 24 inches wide. Public works is budgeted to remove windrows from Main Street twice during the season.

Use of Salt, Utelite and other methods

The general policy for ice control is to prevent icing at intersections. However, not all streets are treated with salt, streets and or street sections which are flat or strait are not salted nor are cul-de-sacs unless the conditions make these areas impassable and the use of salt is warranted. As a general rule, salt is applied to:

- Bus routes
- Steep hillside roads in Old Town and Royal Street
- Along curves
- At intersections and stop signs

Criteria for City Provided Sidewalk and Path Snow Removal

In order to provide the greatest efficiency and cost effective method for removing snow from sidewalks and paths and to provide the greatest benefit for the largest number of residents and guests, the following criteria will be considered for establishing city provided snow removal:

- Utilize existing equipment and resources
- Sidewalks and paths must be at least 5 feet wide and free of obstructions unless they are adjacent to a curb. In that case the sidewalk can be less than 5 feet wide
- Connect to other trails which are receiving service
- Deadhead time to travel to a path must not be greater than 50% in distance to main connector than the overall length of the path or sidewalk
- Path cannot unload or end at an unsafe situation or intersection
- Along roadsides which have a speed limit greater than 35 MPH
- Visitor bed base has access to bus routes

Request for Elevated Level of Service (RELS)

If a neighborhood would like to be considered for a higher level of service than currently exist, the City has a process in place. Neighborhoods and businesses can request increased services from Park City through the City's RELS process. All requests for elevated levels of service must be prioritized as part of the annual budget process. Requests must be completed and submitted prior to December 31st to be considered for the following budget year.

Equipment and Manpower

Snow removal is achieved through a plowing sequence within designated areas. Operators and equipment are generally required to stay in the area assigned through the storm to ensure that complete job and overall "goal" is accomplished. This may change

due to mechanical failure or another driver needing assistance. The following tables describe the equipment employed, capability/utilization, budgeted effort, and typical yearly output.

Equipment and Utilization: Streets

Equipment	Plow	Blow	Load/Haul	Salting
2004 4WD Unimog	x	x		x
2004 International	x			x
2004 International	x			x
2003 4WD International	x			x
1999 International	x			x
2000 Freightliner	x			x
Caterpillar 938 Loader	x		x	
John Deere 544 Loader			x	
John Deere 624 Loader		x	x	
1700 Unimog	x	x		x
1200 Unimog *	x	x		x

*Requires removal and replacement

Equipment and Utilization: Sidewalks

Equipment	Plow	Blow
2001 Bombardier (SW 48)	x	
1999 Trackless	x	x
Walk behind Blowers		x

Areas Assigned and Equipment Allocated: Streets

	AREA	EQUIPMENT
I	Old town	2004 4WD Unimog
II	Prospector, Park Meadows	2004 International
III	Park Meadows, Thaynes	2004 International
IV	Deer Valley, Oaks, Solomere	2003 4WD International/Freightliner
V	All Areas*	1999 International
VI	Parking Lots**	Cat 950 with blade

* Call out if needed during large snow event

** Day crew only

Areas Assigned and Equipment Allocated: Sidewalks

	AREA	EQUIPMENT
I	Old town plow	2001 Bombardier SW 48

II	School route plow	1999 Trackless
III	Stairs A	2001 Ford F250
IV	Stairs B	2001 Ford F250
V	Stairs C	1999 Ford Ranger
VI	Stairs D	1994 Ford Ranger

Budgeted Effort

The snow removal budget is based on a typical year's snowfall. Public Works defines this typical winter as 20 snow events from November 1st through April 15th. The matrix below describes a typical winter budget, typical winter effort and the 2004 - 2005 year to date totals.

Budgeted effort Streets

Item	Budget	Typical Year	2004 - 2005 YTD
General Labor & Benefits	\$325,000	4 crews of 4.5	4 crews of 4.5
Salt & Utelite	\$95,000	4,750 tons	5,500 tons
Overtime	\$22,000	1,050 hours	1,560 hours
Hauling Main, Park Ave, Empi	\$20,000	2 times	4 times
Hauling Old Town	\$20,000	1 time	3.5 times
Hauling Other Areas	\$0	0 times	2 times
Equipment	\$24,500	1 set chains per unit 2 sets cutting edge	2 set chains per unit 3 sets cutting edges
Fuel	\$12,000	\$12,000	\$16,864*
Maintenance	\$80,000	\$80,000	\$110,000*

* Estimated based on Fleet Maintenance Budget

Budgeted effort Sidewalks

Item	Budget	Typical Year	2004 - 2005 YTD
General Labor & Benefits	\$165,000	2 crews of 5.5	2 crews of 5.5
Ice Melt	\$6,000	15 tons	16 tons
Salt	\$0	0 tons	30 tons
Overtime	\$6,000	400 hours	460 hours
Contract Labor	\$0	\$0	\$13,800
Fuel	\$6,000	\$6,000	\$8,100*
Maintenance	\$12,000	\$12,000	\$18,000*

* Estimated based on Fleet Maintenance Budget

STAFFING

Personnel Streets

- 8 Full-time regular staff
- 9 Seasonal staff

There are four crews of four people each with coverage of 7 days a week, 20 hours a day. This is expanded to 24 hours a day during an extended snow event. Crews may also be expanded to four crews of five during "snow" days to ensure that additional equipment will be available to help out during a severe snow event. Seasonal staff is retained from November 1st through March 15th; seasonal staff may be laid off early or later depending on projected storm patterns.

Service Routes and Priorities

Park City has developed and will maintain a Street Snow Removal Priority and Sequence Map which identifies the following:

- Location of streets receiving snow removal services by Park City
- The priority sequence for snow removal based on usage and criticality

Day Shift 6:00 am to 4:00 pm*

Crew A; Days Sunday - Wednesday	Crew B; Days Wednesday - Saturday
(1) Old town (1) Prospector, Park Meadows (1) Park Meadows, Thaynes (1) Deer Valley, Oaks, Solomere (.5) Parking Lots	(1) Old town (1) Prospector, Park Meadows (1) Park Meadows, Thaynes (1) Deer Valley, Oaks, Solomere (.5) Parking Lots

Night Shift 4:00 pm to 2:00 am*

Crew A; Nights Sunday - Wednesday	Crew B; Nights Wednesday - Saturday
(1) Old town (1) Prospector, Park Meadows (1) Park Meadows, Thaynes (1) Deer Valley, Oaks, Solomere	(1) Old town (1) Prospector, Park Meadows (1) Park Meadows, Thaynes (1) Deer Valley, Oaks, Solomere

* Hours may be extended depending on severity of the storm

Personnel Sidewalks

2 full-time regular employees
9 seasonal employees

Two crews of five people each will provide seven-day-a-week coverage, with one person being the Floater concentrating on School access and widening out paths.

Service Routes and Priorities

Park City has developed and will maintain a Sidewalk Snow Removal Priority and Sequence Map which identifies the following:

- Location of sidewalks, paths and stairways receiving snow removal services by Park City
- The priority sequence for snow removal based on usage and criticality

Day Shift 6:00 am to 4:00 pm

Crew A; Days Sunday - Wednesday	Crew B; Days Wednesday - Saturday
(1) Old town plow (.5) School route plow (1) Stairs A (1) Stairs B (1) Stairs C (1) Stairs D	(1) Old town plow (.5) School route plow (1) Stairs A (1) Stairs B (1) Stairs C (1) Stairs D

STAIRS- SHOVELING SCHEDULE

STAIRS A	STAIRS B
Marsac Building China Bridge Transit Center Swede Alley to Sandridge 2 nd Main Streets to Park Avenue 2 nd Park Avenue to Woodside 2 nd Woodside to Norfolk 4 th Park Ave to Woodside Marsac Avenue to Ontario Ave China Bridge to Sandridge Racquet Club bubble	Transit Center Public Works Building 3 rd Main Streets to Park Av e 3 rd Park Ave to Woodside 3 rd Woodside to Norfolk 5 th Main to Park Avenue 5 th Park Avenue to Woodside 10 th Woodside to Norfolk 10 th Norfolk to Empire China Bridge to Sandridge Racquet Club Bubble
STAIRS C	STAIRS D
Education Center Senior Citizens Center 6 th Park Ave to Woodside 11 th Woodside to Norfolk 11 th Norfolk to Empire 11 th Empire to Lowell 12 th Woodside to Empire 13 th Woodside to Empire China Bridge to Sandridge Racquet Club Bubble	Racquet Club Miners Hospital Rec Building Old City Hall T.M.I. Parking Main Street Plaza Miners Plaza 550 Main to Park Ave. China Bridge to Sandridge Racquet Club Bubble

Contracting

Public Works utilizes contactors to augment existing staff and equipment. Contract hauling constitutes about 90% of our contract pool. The remaining contract work includes loaders, graders and equipment to allow for greater utilization at our snow storage site.

On a typical haul night we will bring in sixteen haul trucks to haul snow from parking areas, Empire Ave, Park Ave. and Main Street. This operation takes roughly 10 hours to complete, starting at 9:00 pm and finishing at 7:00 am the next morning. Approximately 2,400 cubic yards of snow are hauled on a typical haul night which is approximately 240 loads.

Other hauling in areas such as Old Town takes place when curbside snow storage reduces the travel lane to less than 1 ½ lanes. Hauling of residential streets in Old Town is performed during daylight hours beginning at 9:00 am to allow residents to remove their vehicles from the streets. Seven haul trucks are generally used and up to twelve may be employed depending on the amount of snow.

Snow Storage

The snow storage site is located at the Bango/Whortley property off of hwy 248. The snow storage site is used to store snow which is hauled from City streets. Extensive work is required in order to maximize the snow storage sites' capability. The snow storage site is currently at 80% capacity.

Street Closures

Remote-controlled warning/advisory flashing lights (similar to school crossing lights) are installed at the top of the Guardsman Connection/Silver Lake Drive intersection, advising of the closed status of the mine road. The Police Department closes the mine road in severe inclement weather at the request of the Utah Department of Transportation.

ALTERNATIVES

Based on City Councils discussion with staff, staff will develop budget options to reflect changes in levels of service, equipment purchases and policy direction changes. Staff is requesting City Council provide input on the following issues.

- Provide policy direction regarding the current level of service, should it be increased, decreased or remain the same for sidewalks and streets
- Consider the development of a phased or staged snow emergency plan
- Provide direction as to the level of service preparedness Public Works should be equipped to handle if it is different than the current level of service
- Consider increasing the level of service on Main Street to remove snow in real time rather than the current level of service
- Provide direction regarding increased level of service for Prospector Square sidewalk snow removal
- Consider increased level of service for other business areas and residential neighborhoods
- Provide direction regarding sidewalk snow removal philosophy
- Provide policy direction regarding overall snow removal plan and snow ordinance

SIGNIFICANT IMPACTS:

The Public Works Department budgets for a typical snow year and by increasing the level of service, the budget will most likely increase. Budgeting to remove snow in real time to attack a forty year storm will increase the budget significantly. Significantly increasing the level of service will put a tremendous strain on existing equipment, staff and facilities.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

In order for service level changes to be considered, staff would like to have a sense of where City Council would like to go in regards to service levels as we are preparing the annual budget. If City Council directs staff to increase the level of service, staff will assemble the information and bring the information and budget implications back to City Council for their review in mid April 2005.

To: The Honorable Mayor and City Council
From: Kent Cashel, Deputy Public Works Director
Date: March 10, 2005
RE: January 2005 Snow Emergency Debrief and Action Plan

Background

The snow storm of January 2005 will "go down as one of the wildest in history..." according to the February issue of Ski and Snowboard News. This event was clearly a "perfect storm" of duration, severity and character that tested City snow removal crews, equipment and strategies. Public Works snow removal crews (many with more than 20 years of experience) can recall storms that left more snow but none with such a long duration or more types of challenging weather associated with it.

The storm cycle began on December 29th and continued for more than fourteen days. During this time record amounts of snow fell nearly non-stop. On January 7th -8th winds raged at hurricane speeds (gusts exceeding 100 mph) burying many streets in feet of wind blown snow. Finally on January 10th temperatures warmed and snow turned to rain causing short term flooding and then ice problems in some areas where storm drains were buried beneath windrows of snow and ice.

The level of staff and contractors available to remove snow was insufficient to remove snow curb to curb in "real time". Public Works crews, equipment and budget are set at levels sufficient to handle a typical winter storm. The duration and severity of the January 2005 storm was well beyond "typical" and Public Works snow removal effort did not meet the expectations of some business people, citizens and visitors.

It is important to note that the requests for service and complaints received during the storm were "convenience" related and were not for conditions that threatened public health or safety. All City roads remained open and passable, no disruption to transit service occurred and no school closures occurred during the storm. Within 72 hours following the end of the storm all streets had been plowed and widened to full width.

Over 3000 truckloads of snow were hauled and stacked at the Baingo\Wortley storage site on SR 248. The incremental cost of this snow storm was significant and those cost figures are listed below:

Overtime (does not include regularly scheduled hours)	\$ 90,000
Contract Hauling	160,000
Salt	35,000
	\$ 285,000

Debriefing and Action Plan

Public Works conducted debriefing meetings with Main Street merchants, snow removal operators, fleet mechanics, transit staff, front desk personnel, Police and Public Works management. The purpose of these de-briefing sessions was to formally capture the lessons that had been learned from this major snow event. And to utilize the knowledge gained from those lessons to ensure improved response in the future. The eleven (11) sections that follow contain:

- the issues identified in these debriefings.
- Thirty (30) Public Works action items to improve response in the future.

Public Works is committed to continual improvement and welcomes comments and suggestions on the findings and actions plan that follows.

Snow Emergency Process

On the afternoon of Saturday, January 8th, 2005 Public Works requested that the Mayor declare a "Snow Emergency" as provided for in the Park City Municipal Code. Jerry Gibbs, Public Works Director, indicated that this was the first snow emergency declared in his 20+ year tenure.

Declaring the Snow Emergency was quick and efficient. KPCW was immediately notified that the emergency was in effect and provided a brief PSA that stated that the emergency had been declared and that on-street parking restrictions were in effect until further notice.

Several issues became immediately apparent upon declaring the emergency. Those issues were:

- Citizens and visitors were taken by surprise by declaration and were confused as to what they needed to do.
- No front desk staff, with the exception of Police dispatch were on duty to answer citizen calls for information during initial declaration of emergency (Saturday and Sunday).
- No parking resource had been identified and agreed upon for citizens and visitors to remove their cars to.
- KPCW was swamped with telephone calls for information and was unaware of where to direct callers.
- During initial hours of the snow emergency many citizens and visitors were slow to respond due to confusion, uncertainty or not wishing to be inconvenienced.

Actions for improved response

Public Works will take the following actions to improve response to future snow emergencies:

- Develop and present to City Council for adoption a 3-stages snow removal ordinance that will declare and communicate snow

emergencies and required actions in stages. This will begin communications with citizens regarding snow emergencies earlier in a major storm cycle.

- Communicate "snow emergency" information in prior to and throughout the winter using multiple mediums to educate citizens and visitors.
- Identify and communicate the location of off-street parking resources for citizens to utilize during snow emergencies.
- Provide for on-call mobilization of customer service staff to man snow emergency hot line for citizen information and service calls.

Public Works Management Response

During the early stages of the storm snow removal staff was somewhat reluctant to request Public Works management assistance in supervising and managing the snow removal effort. Public Works management was also somewhat reluctant to step-in as overall at that stage the effort was effectively staying ahead of the storm.

Public Works management became concerned about the ability (not the willingness) of snow crews to keep operating effectively at such a pace after 5 days of non-stop around the clock snow removal operations. Hindsight makes it clear that PW management should have set aside non-essential tasks (after 5 days of non-stop snow) and devoted themselves full time to assisting with supervision and management of the snow removal effort.

Actions for improved response:

Public Works will take the following actions to improve response to future snow emergencies:

- Develop a clear written snow emergency protocol that delineates under what circumstances a snow emergency team that includes all Public Works supervisors and managers will be activated.

Complicating Issues

Several issues complicated and slowed snow removal efforts. Those issues were:

- Street parking particularly in the Historic Core impeded efficient removal of snow.
- The placement of trash cans and recycle bins in the street on pickup days. Many of these were left for days and had to be plowed around. Those that became buried in snow jammed blowing equipment and slowed this effort.
- Contractors and citizens pushing snow from driveways into the public right of way obstructed streets that had just been cleared.
- The volume of citizen calls for information and requests for service overwhelmed customer service and snow removal crews.

Actions for improved response:

Public Works will take the following actions to improve response to future snow emergencies:

- Develop and present for Council approval a 3-stages snow emergency process that will declare and communicate snow emergencies and required actions based upon storm severity. This will begin communications with citizens regarding snow emergencies earlier in a major storm cycle.
- Communicate "snow emergency" information in prior to and throughout the winter using multiple mediums to educate citizens and visitors.
- Identify and communicate location of off-street parking resources for citizens to utilize during snow emergencies.
- Provide for on-call mobilization of customer service staff to man snow emergency hot line for citizen information and service calls.
- Contact trash and recycling contractors prior to winter season to coordinate operations.
- Work with City business licensing to develop process to identify snow plow contractors. Provide pre-season information to contractors regarding do's and don'ts of snow removal and storage. Enhance enforcement of related ordinances.
- Provide for enhanced staffing of snow emergency hot-line.

Equipment Performance

Staff believes the equipment currently owned by the City was, for the most part, adequate and performed well during the snow emergency. Staff continually monitors the snow removal equipment marketplace to determine if new technologies are available to improve operations. Currently Staff does not believe major additions to the city's current equipment inventory are justified. However, the addition of some specialized tools for existing equipment (e.g., blades, buckets and etc.) are warranted and funding for these will be requested during the 2005 budget process.

Public Works currently has no spare equipment for sidewalk snow removal equipment. Additionally, the trackless sidewalk plow unit utilized is less effective moving heavily packed snow and staff believes this unit should be replaced and fitted with a blower.

Actions for improved response:

Public Works will take the following actions to improve response to future snow emergencies:

- More comprehensive maintenance and spare parts program for specialized snow removal equipment.
- Investigate and request budget appropriations for any additional specialized equipment that would enhance operational efficiency.
- Ensure all snow removal operators are fully trained in operation of all apparatus prior to snow season.

- Request funding for replacement of 1 trackless sidewalk snow plow (with blower) and critical spare parts inventory.

Human Resource

Snow removal crews performed admirably under a relentless workload throughout the snow emergency. Staff throughout the City were quick to offer their assistance in any way they could. Debriefs indicated we have a ready strike force of manpower to assist with customer service, logistics, contracting, financial functions, supervision and management during an emergency. To effectively utilize this manpower a clear and written emergency plan must in place and all staff must be trained in their role in implementing that plan.

The need exists for stronger coordination of resources with other local government agencies during an emergency (i.e., Summit County and UDOT). Interagency mutual aid agreements need to be negotiated and put in place in advance of emergencies.

Actions for improved response:

Public Works will take the following actions to improve response to future snow emergencies:

- Develop a clear written snow emergency protocol that delineates under what circumstances snow removal crews request activation of a snow emergency team that includes all volunteer staff.
- Conduct appropriate training for all staff on snow emergency protocol.
- Establish mutual aid agreements with Summit County and UDOT.

Outside Resources

The City's snow removal crews are staffed, equipped and budgeted for a typical winter. This approach helps control labor costs. Staffing up during a major event is accomplished through the use of contractor labor and equipment.

The City utilized a high level of contractor labor and equipment during the January 2005 snow emergency. One issue that hindered the City's ability to access contract labor and equipment in real time was City procurement and insurance requirements. As the emergency progressed this hindrance was eliminated by working closely with the City Manager and Attorney.

To speed access to contract labor and equipment it would be optimal if contractors could be identified, pre-qualified and trained in local operations. In practice this may prove problematic as most contractors are small operators and difficult to motivate and lock down months in advance of a potential need for their services.

Actions for improved response:

Public Works will take the following actions to improve response to future snow emergencies:

- Establish clear and written emergency procurement and insurance procedures in formal snow emergency plan.
- Work to identify, pre-qualify and train as many contractors as possible in advance of the winter snow season.
- Establish more formal performance standards, training programs and materials to present to contractors as they are mobilized.
- Develop procedures to ensure additional management and supervisory staff are available to oversee quality and safety of contractor operations.
- Establish mutual aid agreements with Summit County and UDOT.

Snow Storage

As Park City continues to approach build out the availability of snow storage areas continues to shrink. The majority of snow that Public Works hauled from the City was taken to one of the few snow storage areas left at the Baingo\Wortley parcel (on SR 248 east of town). Drive time to and from this distant area slows snow removal operations. Additional localized storage areas need to be identified within city limits and integrated into our emergency snow removal plan.

Actions for improved response:

Public Works will take the following actions to improve response to future snow emergencies:

- Identify and integrate in-City snow staging\storage areas into snow removal procedures (where available). This assessment may result in budget requests for property acquisition.

Communications

Information helps citizens cope with inconvenience and the need to plan activities during a snow emergency. The number and hours of Staff dedicated to answering citizen questions, developing public announcements and coordinating electronic message boards must be increased during any emergency.

Internal communications between Public Works, City Council, City Manager, Police, and Customer Service needs to be regular and comprehensive. Daily briefings and e-mails during emergencies need to be scheduled to ensure critical communications are occurring.

Actions for improved response:

Public Works will take the following actions to improve response to future snow emergencies:

- Provide for enhanced staffing of the snow emergency hot-line.
- Schedule daily debriefings, PSA's and electronic communications to provide information on progress and work plan to citizens, City Council, City Manager, Police, and Customer Service staff.

- Incorporate use of digital information signs into snow emergency plan to communicate snow emergency information to citizens and visitors.
- Develop process to provide pertinent snow emergency information to hotel and property management staffs.

Flooding

During the final days of the storm snow turned to rain and some crews were shifted from snow removal to flood control duties. This task was complicated by the fact that storm drain inlets were buried beneath several days of ice and snow. Locating the inlets was a difficult task as these were not marked and crews had to rely on memory. This need to search for drains slowed the process and drained resources from snow removal efforts.

Actions for improved response:

Public Works will take the following actions to improve response to future snow emergencies:

- Global Positioning System (GPS) locate key drainage inlets and enter into the City's Geographical Information System (GIS) to facilitate quick location when buried under snow.

Cost Tracking Processes

This storm was not severe enough to justify being formally declared a "natural disaster" by the Federal Government. However, it became apparent after the storm that the current time and material cost tracking system utilized by Public Works is cumbersome and most likely inadequate to satisfy the United States Federal Emergency Management Agency's (FEMA) requirements for cost reimbursement in a declared natural disaster.

Actions for improved response:

Public Works will take the following actions to improve response to future snow emergencies:

- Develop and implement a more efficient and effective time and materials tracking process that would meet FEMA requirements for cost reimbursement during any declared natural disaster.

Summary

Public Works staff plans to incorporate any City Council input into the thirty (30) action items detailed above. These action items will be implemented prior to next winter.

City Council Staff Report

Author: Ken Fisher
Subject: Dirt Bike Jumps
Date: March 10, 2005
Type of Item: Work Session



Recreation & Library

Summary Recommendation: Give direction to staff to proceed with the construction of non motorized bike dirt jumps on a temporary basis at the Old Sewer Treatment Site.

Description:

Topic: Dirt Bike Jumps

Background:

In August 2004, the RAB appeared before City Council for their annual visioning session. In work session Council directed staff to further explore the use of the sewer treatment site for the temporary location of unsanctioned dirt jumps for bicycles. This site had become the preferred location because it is on the existing bus route has bike path access, existing partial fencing, on-site parking, land that is already disturbed, and natural topography (hillside) that lends itself to this type of facility.

As recommended by Jeff Schoenbacher, Council directed staff to complete a Phase II Environmental Assessment to determine if the site is acceptable for this type of public recreational activity. The Phase II Environmental testing performed by AMEC came back and has been reviewed by Jeff Schoenbacher, PCMC Environmental Coordinator. The site is outside the Soils Ordinance Boundary and the results of the testing are below USEPA Health Based Risk Standards, and therefore the proposed temporary dirt jumps would be environmentally acceptable. We would ensure that any soils imported are not contaminated and that any development would be outside the 50' set back from the existing stream and 100' radius from any wellhead as required by the City's source protection plan.

Analysis:

Staff and the RAB recommend using the Old Sewer Treatment Site as a temporary location for the dirt jumps. By setting up the park on a temporary basis the City will be able to gauge the interest similar to what was done with the original temporary skate park. It is estimated to cost approximately \$35,000 to clean up the site, build the jumps, fence and sign, create parking and generally make the area safe for public use.

The facility can be fenced with chain link, consistent with the City's Land Management Code that allows chain link for recreational uses, security and public safety. This is the most cost effective way to secure the facility.

Although no city funds were budgeted for this project staff recommends transferring Recreation Impact Fees from the City Park Fund in the amount of \$35,000 to fund the unsanctioned dirt jumps. The Budget & Grants Department has determined that this is an appropriate use for impact fees. Public Works is recommending a .25 FTE - GM-3 (\$6,252) for the maintenance of the facility.

Maintenance will include:

- Opening the park daily – 7 days a week
- Liter control 7- days a week
- Dust control - every other day
- Dragging and/or light grading twice a week

The development of dirt jumps would require a Conditional Use Permit from the Planning Commission. A site plan will be developed with the help of a consultant such as Scott Linnenburger, trail solutions coordinator with IMBA (International Mountain Biking Association).

An internal team of city staff has been looking at vacant city owned property. The group is supportive of building temporary unsanctioned dirt jumps at the Sewer Treatment Site. Again, this facility would be temporary & will be used to gauge the interest of building a permanent facility at an undetermined location.

There is a water treatment facility located on the site & pipeline construction scheduled to be installed across the hillside parallel with the fence. The pipeline will have a 30' area of disturbance from the fence line running west. Recreation & Public Works will work together to ensure that the projects do not conflict with each other.

Staff would like to engage the users in all aspects of the facility so there is a sense of ownership. Along with the Council directed RAB focus team, several local riders have shown an interest in helping to design, build & maintain the facility. The conceptual idea for the park is to construct three lanes of jumps with each lane having multiple jumps. All jumps would be constructed as table tops with no gap jumps. The beginner lane would have jumps progressing from 2 to 3 feet high while the advanced lane would have jumps up to 6 feet high. The best analogy of what this facility will look like is to think of the table top jumps at PCMR.

If the project proceeds, staff will inform Council as the design progresses through the Council Liaison (Candy), and will likely return for a work session update after a conceptual design has been completed.

Boise Parks & Recreation recently constructed a dirt jump park by volunteers (see photos below).



Direction Needed from Council:

- Is Council supportive of building dirt jumps at the sewer treatment site on a temporary basis?
- Is Council in favor of using \$35,000 from the City Park Fund to build the facility.

Department Review:

The City Manager, Recreation & Library Management Team, Parks Planner, Public Works, Budget & Grants and Legal Department

Alternatives:

- A. Approve the Request:** Give direction to staff to proceed with the construction of unsanctioned dirt jumps on a temporary basis at the Old Sewer Treatment Site.
- B. Deny the Request:** Deny the request to develop a dirt jump park at the Old Sewer treatment Site
- C. Modify the Request:** Change direction that was previously given to the RAB and staff to develop a dirt jump park at the Old Sewer treatment Site.
- D. Continue the Item:** Ask for more information on the development of dirt jumps
- E. Do Nothing:** This would essentially deny the request

Significant Impacts: The construction of unsanctioned dirt jumps will give members of the community another recreational amenity and will help to eliminate renegade jump building that currently happens in the community.

Consequences of not taking the recommended action: Eliminate any chance of the facility being built this year or in the future.

Recommendation: Give direction to staff to proceed with the construction of unsanctioned dirt jumps on a temporary basis at the Old Sewer Treatment Site.

City Council Staff Report



Author: Eric DeHaan, P.E.
Subject: ACCEPTANCE OF CERTAIN
EMPIRE PASS IMPROVEMENTS
Date: March 10, 2005
Type of Item: Administrative

CITY ENGINEER

Summary Recommendations:

The City Council should adopt the Ordinance accepting certain public improvements at Empire Pass.

Topic:

Much construction has occurred at Empire Pass, formerly known as Flagstaff, since 2002. Several roads or portions thereof, together with numerous utilities of different types, have been constructed. All construction has been in reasonable compliance with numerous Planning Commission approvals. Construction of the relevant public improvements has been completed and inspected by the City Engineer. This action will transfer ownership of certain improvements at Empire Pass to the City for Public operation.

Background:

On June 24, 1999, the City Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655-acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development approval and set forth the types and locations of land use and maximum densities. Since 1999 the staff has worked with the Flagstaff and Empire Pass developers to approve road and utility designs which are as efficient as possible given the sprawling development plans and the significant vertical rise in Empire Pass' topography.

Analysis:

The main road through Empire Pass, Marsac Avenue, as of this date remains a state road. The other roads are privately-owned and privately-maintained, generally by the Empire Pass Master Owner's Association (HOA). The HOA also augments UDOT's maintenance of Marsac Avenue. Consequently, Park City's responsibility for maintenance primarily includes only the major water improvements. PCMC, United Park City Mines, the HOA, and Blue Ledge Corporation entered into a Maintenance Agreement which stipulates that the obligation to maintain and repair the roadways, walkways, bridges, tunnels, water system and "the various components of the public infrastructure located within the Flagstaff Development" shall be the responsibility of the Master Association and various Sub-associations. However, the agreement excludes

the main water line in Marsac Avenue and the water tanks, pump stations, pressure reducing valves, and appurtenances.

As of this date, the developer has completed the Flagstaff 1.0-million-gallon Lodge Tank, the water system in Marsac Avenue, Pump Station #2 (but not Pump Station #1, which is proposed to be built in Empire Canyon above the end of Daly Avenue this summer), the supply line to the Empire Canyon Day Lodge from Bald Eagle, and the Northside Village water system. The construction of the water line in Empire Canyon from the Empire Day Lodge offsite to Daly Avenue is largely complete but will be affected by the construction of Pump Station #1, so it is not being accepted for City maintenance at this time. As if this isn't complicated enough, some of the improvements have already been included in Park City's capital inventory required by GASB 34 since we have been cooperating in the operation of the system, but that inclusion does not take the place of this action by the City Council.

Guided tours of the facilities are available upon request through the City Engineer's office at 435/615-5075.

Department Review:

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

Alternatives:

Approve the Request:

- A. Approving the ordinance will transfer ownership of certain public improvements to Park City in an orderly fashion, and get the developer and his contractors out of the pump-station maintenance function.
- B. Continue the Request: If the Council has questions or needs more information they can continue the item.

Significant Impacts:

Accepting the Empire Pass water system improvements listed in the Ordinance will add to the City's growing maintenance obligations, which will translate into higher operation budgets. Our water system is necessarily very complicated because of the large vertical elevation differences among our various neighborhoods. Although the maintenance agreement discussed in the report will help Park City avoid some of the costs normally associated with a municipal water system, the Flagstaff/Empire Pass development is fundamentally energy-inefficient and time-intensive.

Consequences of not taking the recommended action:

If the City does not accept the public improvements listed in the ordinance, the responsibility for maintenance of Pump Station #2, the Lodge Tank, the Northside Village Pressure Reducing Station, and various lines and appurtenances will be blurred. A well-run water system is fundamental to the health, safety, and welfare of the general public, and acceptance of the public improvements listed in the ordinance is crucial in that regard.

Recommendation:

The City Council should adopt the Ordinance accepting certain public improvements at Empire Pass.

Exhibits:

Ordinance Accepting Certain Public Improvements at Empire Pass.

ORDINANCE NO. 05

**AN ORDINANCE ACCEPTING CERTAIN PUBLIC IMPROVEMENTS
AT EMPIRE PASS IN PARK CITY, UTAH.**

WHEREAS, recorded subdivision plats for Marsac Avenue and Northside Village in Empire Pass were reviewed by the Park City Planning Commission and approved by the City Council; and

WHEREAS, construction of streets known as Marsac Avenue, also known as State Route 224, and Northside Court, and Hawkeye Place have been completed by the developer; and

WHEREAS, related water system infrastructure has been completed by the developer; and

WHEREAS, Park City has adopted Land Management Code Section 15-7.2-3, which provides for the City Council to accept (by Ordinance) those public improvements which are dedicated and built in accordance with the requirements of Title 15 Chapter 7 of the Land Management Code; and

WHEREAS, certain water system improvements within and adjacent to the developments described above were installed in accordance with the ordinances in effect at the time of plat recordation, and have been duly inspected by the City Engineer.

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

SECTION 1. PUBLIC IMPROVEMENTS The City hereby accepts from the Developer the following water system improvements at Empire Pass:

- A. The 1,000,000-gallon Lodge water tank, together with its drain valve vault, drain line, and on-site appurtenances;
- B. The Marsac Avenue water lines, including valves, and adjacent fire hydrants, and the Northside Village pressure-reducing valve vault;
- C. Pump Station #2, located east of the Empire Canyon Day Lodge, and the components within the pump station serving the Lodge water tank;
- D. The supply line to Pump Station #2 from Bald Eagle Club Condominium;
- E. The water lines and appurtenances within Northside Village, up to the meter boxes.

The City does not accept the water line in Empire Canyon below Empire Pass at this time.

SECTION 2. MAINTENANCE Nothing in the ordinance shall be construed to modify or eliminate any maintenance obligations assigned to the developer or the Empire Pass Master Owner's Association under the separate maintenance agreement between the parties. Park City specifically does not accept any maintenance

responsibility for the stone veneer on Pump Station #2, nor for the grass and the flowers, or the lack thereof, on top of or near the Lodge water tank Marsac Avenue remains a State Highway until such time as the jurisdictional transfer shall have been approved by the Park City Council and the Transportation Commission of the State of Utah. The developer is responsible for repairs to the improvements described in Section 1 arising from improper installation for a period of one year. A financial guarantee shall be retained by the City for this one-year period.

SECTION 3. WATER SOURCES Nothing in this ordinance relieves the developer of its obligations to provide source(s) of water for Empire Pass in accordance with the Development Agreement between the parties, together with related agreements.

SECTION 4. EFFECTIVE DATE This Ordinance shall be effective upon adoption by Council and publication.

PASSED AND ADOPTED this 10th day of March, 2005.

City Council Staff Report



Author: Nancy Johnson
Subject: Fee increase for Parks Reservations
Date: March 10, 2005
Type of Item: Legislative

Recreation and Library
Department

Summary Recommendations: Amend the Park City fee schedule to reflect the proposed increase in fees to reserve City Parks.

Description:

Topic: Amend the Park City pavilion fee schedule.

Background: Park City offers two community parks available for rental by individuals and groups for small functions such as; picnics, birthday parties, reunions, weddings, etc. The South End of City Park was completed in 1988 and is located just South of the Miners Hospital. This pavilion accommodates 200 people. The Rotary Park was built in 1980 and is located off of Payday Drive behind the Park City Golf Course. Rotary Park accommodates 75 people. The two parks offer a pavilion for shade, picnic tables, restrooms and barbeque grills. Park City parks are a popular setting for social gatherings, and requests are growing in number every year.

Analysis: At the present time our rate schedule is broken down into half-day and whole day rates for; residents (individuals living within the City limits), and non-residents (individuals residing in the county another city or state).

Current time and rate schedule for park use is:

Rental Rates for South End of City Park City

City Residents (Monday – Sunday)	Half day (11:00 a.m. – 3:00 p.m.) (4:00 p.m. – 9:00 p.m.)	\$ 20.00
	Full day 11:00 a.m. – 9:00 p.m.	\$ 35.00
Non-Residents (Monday – Thursday)	Half day 11:00 a.m. – 3:00 p.m.) (4:00 p.m. – 9:00 p.m.)	\$ 40.00
	Full day 11:00 a.m. – 9:00 p.m.	\$ 70.00
Non-Residents (Friday – Sunday)	Half day 11:00 a.m. – 3:00 p.m.	\$ 80.00
	Full day	\$140.00

	11:00 a.m. – 9:00 Full day	
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Rental Rates for Rotary Park

City Residents (Monday – Sunday)	Half day (11:00 a.m. – 3:00 p.m.) (4:00 p.m. – 9:00 p.m.)	\$ 15.00
	Full day 11:00 a.m. – 9:00 p.m.	\$ 25.00
Non-Residents (Monday – Thursday)	Half day 11:00 a.m. – 3:00 p.m.) (4:00 p.m. – 9:00 p.m.)	\$ 30.00
	Full day 11:00 a.m. – 9:00 p.m.	\$ 50.00
Non-Residents (Friday – Sunday)	Half day 11:00 a.m. – 3:00 p.m.	\$ 60.00
	Full day 11:00 a.m. – 9:00 Full day	\$100.00

Proposed Fee Rate increase for South End and Rotary Park

Park City School District Residents (Sunday – Saturday)	Half day (10:00 a.m. – 2:00 p.m.) (4:00 p.m. – dusk)	\$ 50.00
	Full day 10:00 a.m. – dusk	\$ 85.00
Non-Residents/Commercial (Sunday – Saturday)	Half day 10:00 a.m. – 2:00 p.m.) (4:00 p.m. – dusk)	\$ 125.00 + deposit
	Full day 10:00 a.m. – dusk)	\$ 200.00 + deposit

Current rates have remained the same for the last 15 years. A comparison study was compiled of policies and fees charged by area parks in Utah including the Wasatch front and other resort communities, (see attachment A: Park Reservation Comparison study). Troy Dayley, Nancy Johnson and Ken Fisher and Maria Barndt met to review and evaluate the study and look at our rates and the labor costs associated with cleaning and maintenance.

Due to the low fee's charged and the desirability of being in Park City during the summer, the current facilities are reserved to capacity. Park Reservation rental fees have generated \$6,345.00 in fiscal year 2003/2004.

Staff's objective is to keep the rental of parks affordable and yet cover the direct cost associated with cleaning and maintaining them. Staff proposes collecting a deposit on commercial rentals, which would help ensure that the pavilions are not abused. The deposit would be a separate check or credit card number from the rental fee and would be returned/credited after the parks crew insured there were no damages and the pavilion was left in an orderly fashion.

The cost to clean a pavilion after a rental is \$60.00.

Cleaning costs entail;

Pressure Washer

Truck \$45.00

Cleaning Supplies

Staff Time (2 crew members)

(trash/clean BBQ's) \$15.00

Total \$60.00

Staff recommends changing the times for reservations too;

10:00 a.m. – 2:00 p.m. 4:00 p.m. – 8:00 p.m. 10.00a.m. – 8:00 p.m.

The change in reservation time blocks would allow parks staff to thoroughly clean the pavilion areas before the second group arrives.

Staff recommends that simplifying the fee structure so charges for Rotary and the South End of City Park be the same. In addition rates would be the same for weekday and weekend use.

By changing the fees to the proposed rates the City will be closer to covering the cost associated with cleaning the pavilions.

Department Review: The Parks Department, Public Works Department and Budget, Debts & Grants Department have reviewed this report.

Alternatives:

- **Approve the Request:** Approve staff's recommendation to increase pavilion rental rates for the South End and Rotary Park, including a refundable damage deposit for commercial groups.

The new rates would also be simplified by creating only 2 rate structures.

- **Deny the Request:** Do not approve the recommended changes and keep Park reservation times and charges the same as they currently are.
- **Continue the Item:** Ask staff to do further research on the proposed fee increase.

- **Do Nothing:** Take no action, which means all park rental times and rates remain as they currently are.

Significant Impacts: By moving forward with the recommendations to increase fees for pavilion rentals and changing the times for reservations, the City's general fund will cover the direct cost of cleaning the pavilions.

Consequences of not taking the recommended action: Level of service would remain the same and our fee rates would not cover the cost of maintenance.

Recommendation: Approve the recommend fee increase along with a refundable deposit for pavilion use by commercial groups. Rates would be one and the same for both parks with no price change for weekdays or weekends.

Attachment A

Park Reservation Comparison Study

Communities	# of Parks available for Rental	Resident Fee	Non-Resident Fee	Refundable Deposit	Notes -
Ogden City Park	17	\$20.00 - \$200.00	\$ 20.00 - \$200.00	\$100.00	Add'l fees for alcohol per Electricity & water key de
South Jordan Park	3	\$52.00	\$ 72.00	\$20.00	
Kaysville	2	\$15.00 - \$35.00	\$15.00 - \$35.00	None	Fees are based on hours
West Valley City Parks	7	\$25.00	\$ 25.00	\$25.00	Water Coupler deposit
Bountiful Park	1	\$25.00	\$ 25.00	None	No BBQ grills
SBRD Trailside Park	1	\$40.00	\$120.00	\$50.00	Fees based on full day re
Resort Communities					
Breckenridge	1	\$50.00	\$50.00	\$100.00	Fee based on full day rei
Vail	1	-0-	\$100.00	-0-	
Aspen - reserved for Special Events	1	\$25.00 - \$2,000	\$25.00 - \$2,000		Fees based on num people and use (non-p private)

Unless otherwise noted parks rental rates are based on ½ day rentals.

Resolution No.

**RESOLUTION AMENDING SECTION 8.4.7. PARK PAVILION FENTAL FEES
OUTLINED IN EXHIBIT A OF FEE RESOLUTION NO. 12-04
AND REPLACING RESOLUTION NO. 12-04 IN ITS ENTIRETY**

WHEREAS it is necessary to update the fee resolution to reflect the current costs of conducting business and performing services; and

WHEREAS, a public hearing was held on a proposed adjustment to rental fees at the regularly scheduled City Council meeting held on March 10, 2005; and

WHEREAS, in consideration of regional cooperative efforts, the City Council deems it appropriate and consistent to extend resident rental fees to citizens residing within the boundaries of the Park City School District;

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

SECTION 1. FEE SCHEDULE AMENDMENTS. An amendment to Section 8.4.7 is hereby adopted as outlined in Exhibit A, and Resolution No. 12-04 is hereby repealed in its entirety.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 10th day of March, 2005.

EXCERPT FROM FEE RESOLUTION - EXHIBIT A

8.4.7 Park Pavilion Rental Fees

It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

City Park Pavilions

Regular Rate:

Monday-Thursday _____ \$ 70.00 Full Day
_____ 40.00 Half Day

Friday-Sunday _____ \$140.00 Full Day
_____ 80.00 Half Day

Resident Discount: _____
Any day _____ \$ 35.00 Full Day
_____ 20.00 Half Day

Rotary Park Pavilion _____

Regular Rate _____ \$ 50.00 Full Day
_____ 30.00 Half Day

Resident Discount _____ \$ 30.00 Full Day
_____ 15.00 Half Day

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 50	\$ 85
Non-residents/commercial +\$100 refundable cleaning deposit	125+	200+

City Council Staff Report

Author: Ken Fisher
Subject: Climbing Boulder Contract
Date: March 10, 2005
Type of Item: Contract



Recreation & Library
Department

Summary Recommendations: Staff is requesting authorization to enter into a Design and Construction Agreement for Custom Play Sculpture with Monolithic Sculpture Inc., in a form approved by the City Attorney's office, for the design, construction and installation of a custom built sandstone boulder in the amount of \$65,605.

Description:

Topic: Design, construction & installation services – "New Park" in Prospector

Background:

Winter 2004: The Recreation Advisory Board held public input meeting on developing a new park on the corner of Comstock & Sidewinder. Based on that input conceptual designs were developed that have the main feature of the park being a climbing boulder.

July 2004: Planning Commission issued a CUP for the development of a new neighborhood park on the corner of Comstock & Sidewinder based on the conceptual design.

Fall 2004: City Council approved a service provider contract with Design Workshop to develop construction documents for three neighborhood parks.

Analysis:

Based on the conceptual designs for the park, the main feature is a custom climbing boulder in the form of an arch. The boulder will be a maximum height of 12' with a 48' perimeter. Based on these guidelines manufacturers of custom boulders were contacted. The City's Administrative Policies Manual states that "all reasonable attempts shall be made to obtain at least three written quotations..." After much research only two companies Entre Prises USA and Monolithic Sculpture Inc. have the technology to build custom climbing boulders.

The Entre Prises USA bid was \$76,246 while the Monolithic bid was \$65,605.

Staff recommends awarding the contract to Monolithic Sculpture Inc. based on the following:

- Greater experience in design and constructing climbing boulders for public parks. Monolithic climbing structures are located in Vail & Aspen and both communities are extremely pleased with the product. These were seen during last year's city tour.
- Monolithic's patented GeoSculpt technology allows for the rock to be hand sculpted eliminating the need for traditional "hand holds".
- Price of the climbing boulder is \$10,640.86 less than the estimate received from Entre Prises USA.

The design and construction of the sculpture will meet or exceed ASTM Designation F 1487-01: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

There are current funds budgeted for neighborhood park improvements from neighborhood park bond proceeds.

Targeted Project Completion: Spring 2005

Department Review: The City Manager, Legal, Recreation & Library Department, Building & Planning Departments and the Economic & Capital Projects Department have reviewed this report.

Alternatives:

A. Approve the Request: Staff is requesting authorization to enter into a Design and Construction Agreement for Custom Play Sculpture with Monolithic Sculpture Inc., in a form approved by the City Attorney's office, for the design, construction and installation of a custom built sandstone boulder in the amount of \$65,605.

B. Deny the Request:

Send staff and the RAB back to reevaluate the equipment recommendations for the park.

C. Continue the Item:

Ask for more information from staff

D: Do Nothing:

Take no action, which would delay the construction of the park.

Significant Impacts:

By purchasing a custom climbing boulder for the new Prospector Park construction of the park will happen this spring. There is currently funds budgeted for Neighborhood Park improvements.

Consequences of not taking the recommended action:

Further delay the redevelopment of neighborhood parks.

Recommendation:

Staff is requesting authorization to enter into a Design and Construction Agreement for Custom Play Sculpture with Monolithic Sculpture Inc., in a form approved by the City Attorney's office, for the design, construction and installation of a custom built sandstone boulder in the amount of \$65,605.

**Design and Construction Agreement
For Custom Play Sculpture(s)**

AGREEMENT

Made as of the 10th day of March, 2005.

BETWEEN the Owner ("Owner"):

**Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060**

and Monolithic Sculptures, Inc. ("Monolithic"):

**Monolithic Sculptures, Inc.
3240 Prairie Ave. Studio B
Boulder, CO 80301
(303) 282-1117
(303) 282-1116 fax**

For the following Project ("Project"):
The Construction Manager ("CM"):

**Prospector Park
Ken Fisher**

SUMMARY OF AGREEMENT:

This Agreement covers the design, engineering, construction, and installation of Custom Play Sculpture(s) (the "Work" or "Sculpture(s)") for the owner. Monolithic will construct the Sculpture(s) using its patented GeoSculpt™ technology (U.S. Patent # 5,543,185). The manufacture of the Sculpture(s) will be based on Scale Models or Drawings approved by Owner, and minor changes between the approved designs and the finished Sculpture(s) will result due to the hand-crafted nature of the GeoSculpt™ process. The design and construction of the Sculpture(s) will meet or exceed ASTM Designation F 1487-01: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The Owner and Monolithic Agree as set forth below:

**SECTION 1.
SCOPE OF WORK**

Monolithic shall execute all of the Work described in this section, except to the extent specifically indicted in this Contract to be the responsibility of others:

1.1. Complete Design Services for GeoSculpt™ Play Sculpture(s)

The Work to be produced shall include:

- a. A scale Concept Model or Drawing approved by the owner

- b. Design Development services
- c. Construction Documents including stamped engineering calculations and drawings and shop drawings for foundation or footer (to be installed by others)

1.2. Complete Construction Services for a GeoSculpt™ Play Sculpture(s)

- a. Description: Variable Sandstone Climbing Boulder
- b. Size: Maximum 12' tall (11' after protective surface installation) with 48' perimeter
- c. Shape: To Be Defined in Design Process
- d. Color: Typical Sandstone

ITEMS TO BE PROVIDED BY OWNER OR CM:

- a. On site power/water/toilets
- b. Unrestricted access to the construction site
- c. Waste Disposal
- d. Construction and installation of specified foundation or footings
- e. Any necessary permits, inspections, government fees or contracts
- f. Appropriate protective surfacing to accommodate for the critical height of the play sculpture.

SECTION 2.

SCHEDULING CONSTRUCTION AND SUBSTANTIAL COMPLETION

2.1 Monolithic will commence the design of the sculpture immediately upon execution of this contract. Upon written approval of the design by the owner, Monolithic will schedule and commence the actual construction of the sculpture at the Monolithic shop in Boulder, CO.

2.2. Monolithic shall achieve substantial completion of the fabrication of the sculpture not later than April 30, 2005. Installation of the sculpture will be coordinated with the Construction Manager and completed within a mutually agreed upon timeframe.

2.1. Monolithic will install the Sculpture(s) during a designated Installation Window to be determined by the Owner and Monolithic not less than thirty (30) days prior to the commencement of such Window. Monolithic's Installation Window will require five (5) working days of unrestricted access (not including weekends) in order to complete the installation of the Sculpture(s).

2.4. In the event that the Installation Window is changed by the Owner, the Owner's Agents, hired Contractors, or Subcontractors of the Owner, any and all reasonable additional expenses incurred by Monolithic will be reimbursed to Monolithic, including, but not limited to, payment for any of the following items that can be attributed directly to the delay: changes in travel schedules, increases in material costs, payment of crew salaries during down time while at the project location, demobilization and remobilization, and general inflation if the delay lasts 6 months or more from the original date of commencement of the installation window.

SECTION 3. **CONTRACT SUM**

3.1. In full and complete compensation and consideration of the Work to be performed hereunder, Owner shall pay Monolithic Sixty Five Thousand, Six Hundred Five Dollars and Fourteen Cents (\$65,605.14) subject to additions and deductions as provided in this Contract.

3.2. SCHEDULE OF VALUES:

1) Design Commencement:	\$4,029.85
2) Completion of Design:	\$4,029.84
3) Construction Mobilization:	\$11,509.09
4) Completion of In-shop Construction:	\$40,281.81
5) Installation and Acceptance of Sculpture:	\$5,754.55

TOTAL	\$65,605.14
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SECTION 4. **PAYMENT**

4.1. In accordance with the Contract Sum as stated above, Owner agrees to pay the Design Commencement and the Construction Mobilization amounts of **\$15,538.94 due upon execution of this Agreement**. Upon Completion of Design, an invoice will be sent to the owner for Item number 2 listed above in the amount of \$4,029.84. Payment for this invoice is due within 30 days of invoicing. Upon Completion of In-Shop Construction, an invoice will be sent to the owner for Item number 4 listed above in the amount of \$40,281.81. Payment for this invoice is due within 30 days of invoicing. Upon Completion of Installation and written acceptance of the project by the Owner, an invoice will be sent to the owner for Item number 5 listed above in the amount of \$5,754.55. Payment for this invoice is due within 30 days of invoicing.

4.2. **Payments must be received by Monolithic within 10 days of the due date.** Late payments will result in immediate work stoppage until payment is received and may result in the indefinite delay of installation without recourse to Monolithic. Any invoice remaining unpaid 30 days after due date will incur an additional late fee of 5% of the invoice.

SECTION 5. **INSURANCE**

5.1. Monolithic agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverage:

a. Workers Compensation Insurance as required by the Labor Code of the States of Colorado and Utah and Employer's Liability Insurance.

b. Commercial General Liability with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards.

SECTION 6.

NON-DISCLOSURE and CONFIDENTIALITY

6.1. It is understood that the design, construction, and installation of the Sculpture(s) involves the use of a patented process (US Patent #5,543,185) and Monolithic trade secrets, and Owner hereby acknowledges and agrees that it will not disclose or otherwise disseminate or allow disclosure or dissemination of any information proprietary to Monolithic in connection with said patented process without the prior written consent of Monolithic. All design information, plans, and specifications for the Sculpture(s) are proprietary to Monolithic, and Monolithic expressly reserves and retains all ownership rights thereto.

SECTION 7.

WARRANTY

7.1. Monolithic warrants that all materials and supplies used in the construction of the Sculpture(s) shall be new, except as otherwise agreed to in writing by the Owner.

7.2. Upon written acceptance of the Sculpture(s) and its installation from the Owner, Monolithic will provide the Owner with a Certificate of Warranty. A copy of this Certificate of Warranty is attached to this contract.

SECTION 8.

GENERAL TERMS AND CONDITIONS

8.1. **Reimbursement for Expenses-** In addition to the fees payable to Monolithic pursuant to this Agreement, the Owner shall reimburse Monolithic for the following out-of-pocket expenses incurred by Monolithic in connection with the performance of the Work hereunder:

a. If authorized in advance in writing by the Owner, the direct expenses of any overtime work. Such expense shall be calculated by multiplying the actual time spent on the project by Monolithic's principals and employees by one and one-half (1-1/2)

times the actual hourly payroll cost or previously approved hourly rate paid to such principles and employees exclusive of any benefits.

b. When authorized in writing in advance by the Owner, the cost of marketing models, renderings, photographs, and special support services.

c. Fees paid for filing documents to secure approval of governmental authorities.

d. Additional rental fees caused by the inability to remove equipment from the Project site because of access restriction or caused by delays in the construction schedule attributed to Owner.

e. Special or standard inspections as required by local or State construction code, laws, or practices.

8.2. Indemnification-

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

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

8.3. Mediation- If any dispute arises between Customer and Monolithic in connection with this Agreement that they cannot resolve on their own, both parties agree to bring the dispute to a neutral mediator to attempt to reach a mediated solution. If the parties cannot agree on a mediator, then they will each select one and the two selected shall choose a third, who will be the mediator. Each party agrees to use reasonable efforts to fully participate in the mediation process before filing a lawsuit or instituting any other legal action or proceeding against the other. Both parties agree that any applicable statutes of limitation shall not be tolled during the time that mediation is being attempted.

8.4. Attorney's Fees- If any legal action or proceeding shall be commenced to enforce this Agreement or any right arising in connection with this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party, any reasonable attorney's fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding.

8.5. Entire Agreement- This Agreement, together with the schedules, attachments, and exhibits referred to herein, constitute the entire agreement between the parties hereto with respect to the Project and this Agreement supersedes all prior and contemporaneous proposals, agreements, memoranda, understandings, negotiations and discussions, whether written or oral, of the parties in connection with the subject matter hereof. No change, amendment or modification of this Agreement shall be binding or enforceable unless in writing and executed by the party to be bound thereby.

8.6. Severance- In the event that any provisions of this agreement shall for any reason be invalid, illegal or unenforceable, then the portion of such provisions that are invalid, illegal or unenforceable shall be deemed severed. Such severance shall not affect any remaining portion and provisions of this Agreement.

8.7. Conflict- In the event of a conflict between the provisions in the text of this Agreement and the provisions in any Exhibit attached hereto, the provision in the text of this Agreement shall control.

8.8. Assignment- This Agreement shall inure to the benefit of and bind the respective successors and assign of the parties hereto.

8.9. Waiver- No delay or omission on the part of any party hereto in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

8.10. Governing Law- This Agreement shall be deemed to be entered into and shall be interpreted and construed in accordance with the laws of the State of Colorado.

8.11. Notices- All notices required or permitted to be given hereunder shall be deemed properly given if delivered in writing by hand, sent by facsimile machine, or deposited in the United States Mail or with an express courier addressed to the aforementioned parties.

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

City Council Staff Report



Author: Patrick Putt, Planning Director
Subject: Park City Heights Annexation
Date: March 10, 2005
Type of Item: Legislative (Annexation Petition Review)

Planning Department

Summary Recommendations: The Planning Department recommends that Council accept the Park City Heights annexation petition.

Description Topic

Project Name: Park City Heights Annexation
Applicant: Barnes Banking Company
Location: Quinn's Junction
Zoning: Summit County- DL (Developable Lands @ 1 unit per 20 acres- base density); and SL (Sensitive Land @ 1 unit per 40 acres) (over 30% slope, or wetlands)
Proposed Zoning: General Commercial (GC)-MPD
Adjacent Land Uses: Undeveloped private property; COSAC purchased open space;
Proposed Use: Residential and commercial

Background: This item is continued from the February 17, 2005 Council meeting. The Barnes Banking Company filed an annexation petition on January 28, 2005 with the City Recorder. The applicant later filed additional and amended materials on February 16, 2005 to complete the annexation petition. The overall annexation area proposed is 256.84 acres and is located in the Quinn's Junction area near the southwest quadrant of the US-40/SR-248 interchange (See exhibit A—vicinity map). The properties included in the proposed Park City Heights Annexation are two separate parcels owned by the applicant (*north/90° Parcel--24 acres; south/Clark Ranch Parcel--176 acres*); together with the 12.46-acre Byer property; State of Utah Rail Trail; and a 40-acre parcel owned by the United Park City Mines Company (UPCMC). Neither Byer nor UPCM is listed as an applicant on this annexation petition. (See Exhibit F, Annexation Petition)

The annexation area is bounded on the north by the 29.55 acre Quinn's Junction Partnership property; SR-248 right-of-way, City-owned open space, and UDOT property to the west; Morning Star Estates Subdivision and Florence J. Gillmor land to the south; and the US-40 right-of-way to the east.

The current County zoning for the property is Developable Lands (DL) at 1 unit per 20 acres-base density; and Sensitive Lands (SL) at 1 unit per 40 acres (*for wetlands and land over 30% slope*). The underlying zoning being requested is a combination of General Commercial (GC-MPD), Residential Development—Medium Density (RDM-

MPD), Residential Development (RD-MPD), and Recreation and Open Space (ROS-MPD).

The proposed Park City Heights Annexation area is located within Park City Municipal Corporation's Annexation Expansion area, as described by the adopted Annexation Policy Plan. The applicant's property is the subject of a July 2, 1992 Pre-Annexation and Settlement Agreement executed between the City and Frank and Nadine Gillmor, the applicant's predecessor in interest to the subject property. Nadine Gillmor filed a lawsuit against Park City on May 11, 2004, seeking to declare the pre-annexation agreement rescinded and/or void *ab initio*. In the alternative, the lawsuit seeks to reform the agreement. Section C of the Pre-Annexation and Settlement Agreement states that:

The parties agree that the Subject Properties should be annexed into Park City as and when they develop. The Gillmors and their assignees agree to petition for annexation of the Subject Properties to Park City before seeking any zoning or development approvals. The parties understand that Park City may not bind future City Councils to specific courses of Legislative action. However, Park City represents that it would favorably consider petitions for annexation of Subject Properties based upon the terms and conditions of its Annexation Policy Declaration, the Land Management Code and its dedication of water rights described in paragraph D of this Agreement.

Preliminary work associated with the preparation of Park City's comprehensive plan shows that low to moderate density residential uses, with limited light industrial or support commercial uses are appropriate for the Clark Ranch and "90" properties. Actual use and configurations and densities cannot be finally determined until master plan approval and annexation of the Subject properties is formally proposed, and will depend on site planning, infrastructure, and market conditions at the time the Subject Properties are proposed for annexation and development.

The property is currently undeveloped. The applicant seeks to develop 200,000 square feet of commercial uses on the 24-acre "90" and 352 residential units on the 176-acre Clark Ranch/south parcel. (See Exhibit G, Project Description) No development is identified on either the 40-acre UPCMC land or the Byer parcel.

On January 28, 2005, the City Recorder also received an annexation petition from the Quinn's Junction Partnership for the adjacent property to the north (See attached Vicinity Map Exhibit A). The Quinn's Junction Partnership Annexation includes 29.55 acres of land and proposes 300,000 of General Commercial (GC) development. Preliminary Master Planned Development applications for the Quinn's Junction Partnership and Park City Heights Annexations indicate that both developments intend

to coordinate uses, road, internal circulation, and utility layout. The Quinn's Junction Partnership Annexation petition is also scheduled for City Council consideration at its March 10, 2005 meeting.

Municipal annexation is a legislative act governed procedurally by Utah state law. Once the annexation petition is filed with the City Recorder, the petition is presented to the municipal legislative body for acceptance or rejection. Because annexation is a legislative act, the Council's decision to accept or reject the petition is not governed by statutory criteria: subject to constitutional restraints, acceptance or rejection is at the Council's discretion. It is important to note that a decision to reject the petition ends the annexation process, while a decision to accept the petition is not final, but only allows the process to continue for further consideration via the certification and subsequent public hearing processes.

If the Council accepts the petition, then a 30-day certification review process will commence wherein Staff will determine whether the petition meets all requirements of Utah State Code Sections 10-2-403(2), (3), and (4). If staff determines that the petition meets these requirements, then the City Recorder will certify the petition and commence the public notification and hearing process. If staff determines that the petition fails to meet any of the statutory requirements, then the City Recorder will reject the petition and deliver written notification of rejection to the applicant and other parties required by state law. The applicant then will have the opportunity to modify the petition to correct the deficiencies for which it was rejected and re-file the petition with the City Recorder.

Analysis:

In reviewing the annexation petition, Staff has identified one defect making the petition contrary to state code. Utah State Code Annotated, Section 10-2-402(b)(iii): Annexation-Limitations, prohibits annexations that would "leave or create an unincorporated island or peninsula." As proposed, this Park City Heights Annexation petition would create an unincorporated island of properties owned by Park City Municipal Corporation and the State of Utah (See Exhibit D, Unincorporated Island). Because these properties are owned by governmental entities, the applicant can amend the annexation map to include the aforementioned area without the need for those entities to sign or join the petition. Accordingly, Staff's recommendation to accept this petition is made with the expectation that the applicant will amend the annexation map/plat to include these properties and cure this defect.

Staff recommends that the City Council accept the Park City Heights annexation petition, thereby commencing the 30-day certification review process. Staff notes that acceptance of the annexation petition does not represent an endorsement or acceptance of the development plan associated with the petition.

Alternatives: It is important to note that pursuant to Utah State Code Section 10-2-405(1) (a) (i) (B), if the Council does not take action on this annexation petition at its first

regularly scheduled meeting that is at least 14 days after the date the petition was filed (this meeting, March 10, 2005), then the annexation petition shall be considered accepted for further consideration. Accordingly, taking no action and/or continuing this item are not options available to the Council; either action represents acceptance of the petition.

- A. Accept the annexation petition for further consideration, thereby triggering the 30-day certification review process. **This is the staff recommendation;**
- B. Reject the annexation petition, thereby ending the annexation process. ; or
- C. Do nothing or continue the item. Pursuant to state law, the annexation petition is considered accepted for further consideration, thereby triggering the 30-day certification review process.

Recommendation:

Staff recommends the Council review the petition for the Park City Heights Annexation and take action to accept the petition.

Exhibits

Exhibit A – Vicinity Map

Exhibit B – Annexation and Zoning Plat

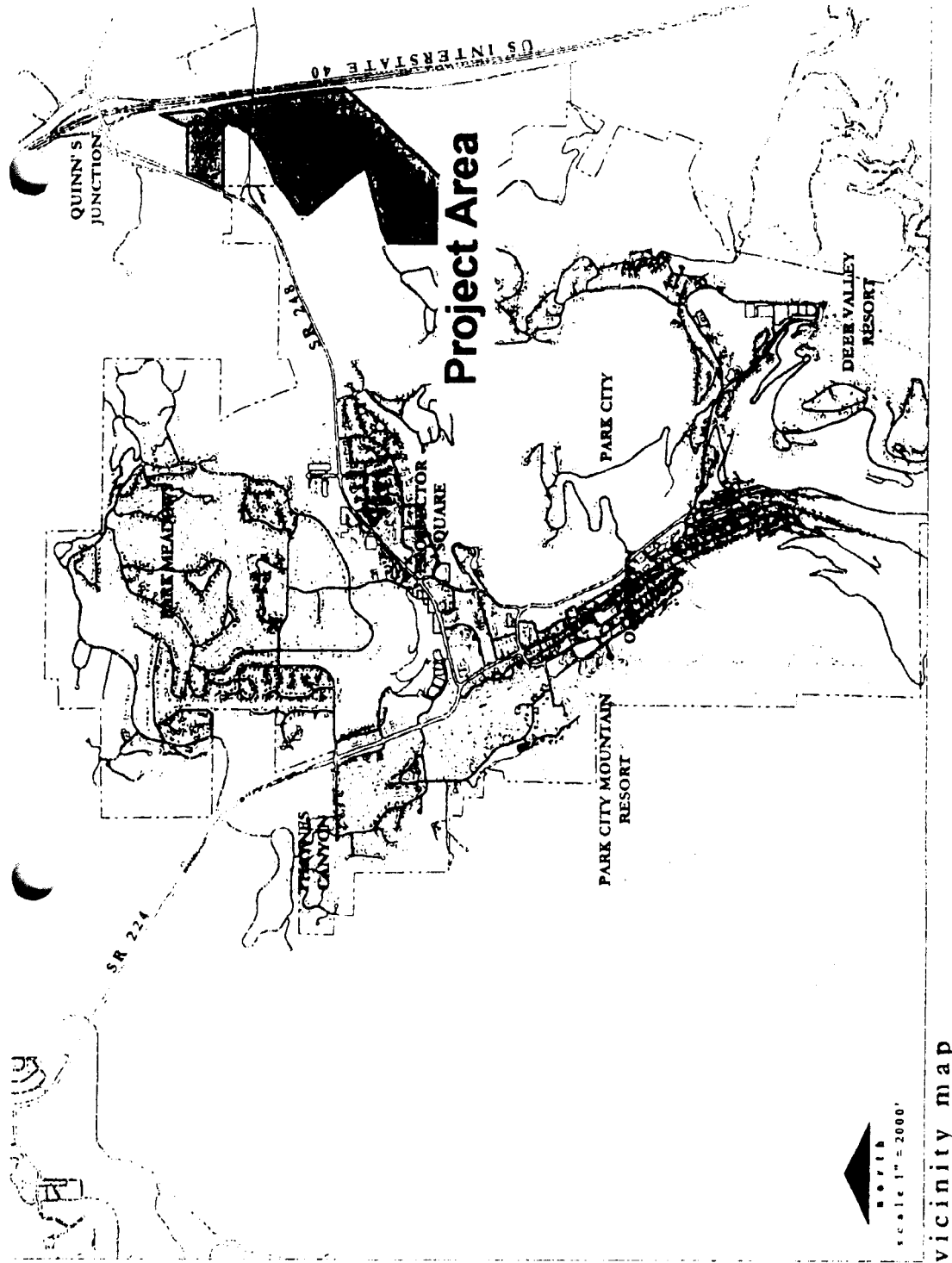
Exhibit C—Master Planned Development Site Plan

Exhibit D – Unincorporated island created; PCMC and State of Utah parcels

Exhibit E - Waddingham and Peterson/D.A. Osguthorpe Letter

Exhibit F – Annexation Petition

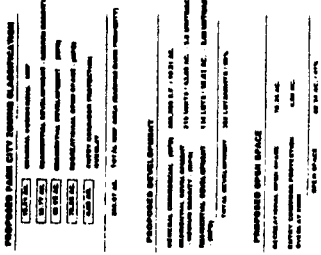
Exhibit G – Project Description



park city heights

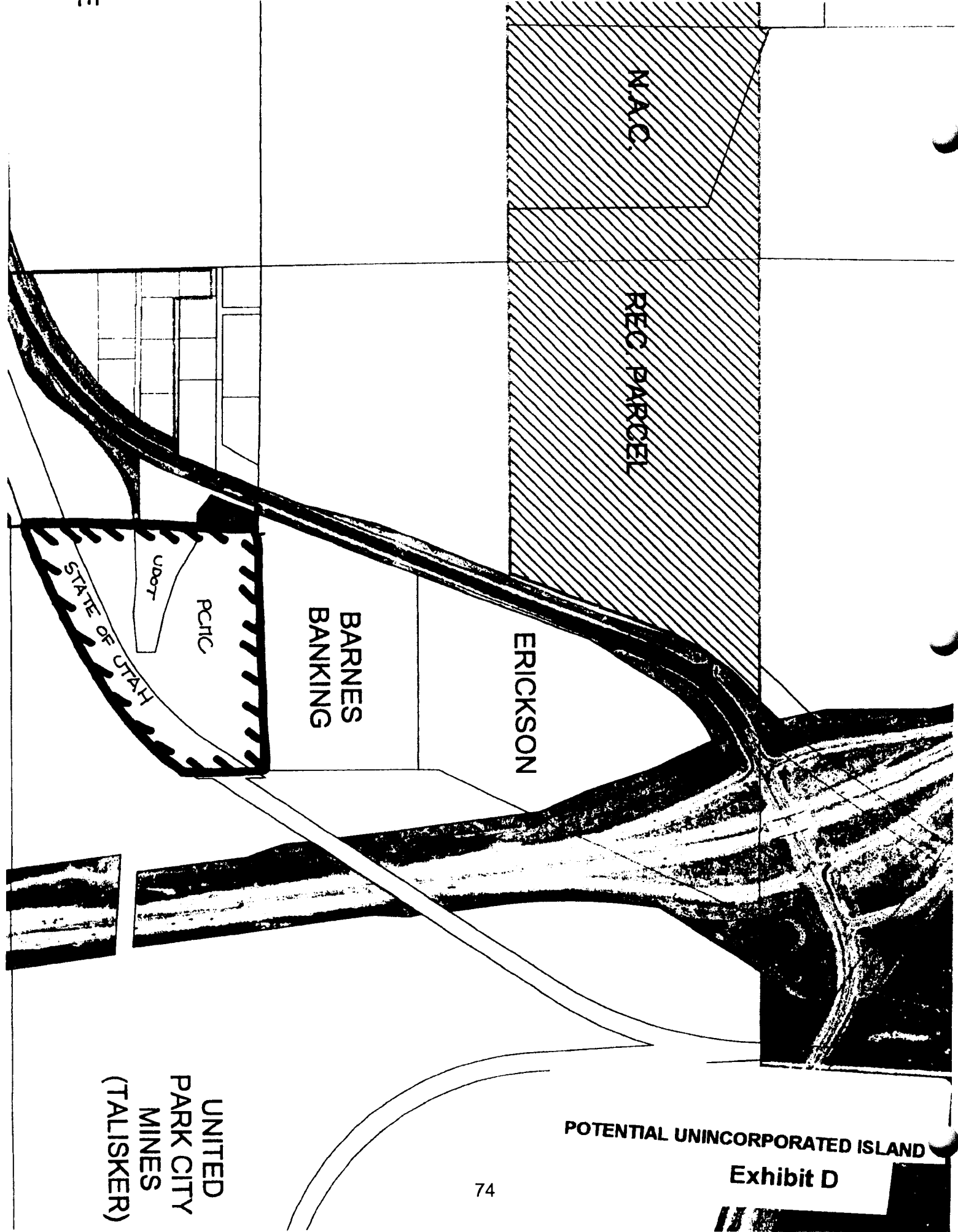
park city, utah &
summit county, utah

January 24, 2005



January 14, 2025

Exhibit C



NAC

REC. PARCEL

ERICKSON

BARNES
BANKING

PCMC

UDOT

STATE OF UTAH

POTENTIAL UNINCORPORATED ISLAND

Exhibit D

UNITED
PARK CITY
MINES
(TALISKER)

WADDINGHAM & PETERSON

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

THORPE WADDINGHAM (RETIRED)
WARREN H. PETERSON
RICHARD WADDINGHAM
GREG GREATHOUSE

362 WEST MAIN STREET
DELTA, UTAH 84624
(435) 864-2748
FAX (435) 864-2740

February 9, 2005

Park City Planning Commission
c/o Park City Planning Department
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

RE: Quinn's Junction Annexation/Osguthorpe

Dear Planning Commission Members:

D.A. Osguthorpe, as trustee, retained our office to advise him regarding the proposed Quinn's Junction Annexation. The proposed annexation includes land owned by Dr. Osguthorpe, as trustee. Dr. Osguthorpe reports that his family currently farms the land proposed for annexation and wishes to retain that use.

The proposed annexation, as currently configured, appears to include Dr. Osguthorpe's land to avoid creation of an unincorporated island. Annexation would have the consequence, however, of subjecting this land to the Park City Land Management Code and also to the municipal tax levy. These burdens to the land would substantially impair the sustainability of the agricultural land use. Consequently, Dr. Osguthorpe is opposed to the annexation.

The Planning Commission staff report fails to identify specific impacts of annexation to the Osguthorpe property. It appears that the staff report recommends inclusion of the property in a Recreation/Open Space zoning classification. While such a classification may allow farming as a conditional use, the problems remain whether: a) the existing agricultural use would be recognized upon annexation rather than require completion of the conditional use review process, b) whether Park City has created protections for farming operations through the Agricultural Protection Act or similar protections, and c) whether higher ad valorem taxes would be fatal to the current farm use.

In summary, annexation substantially impairs the ability to maintain the Osguthorpe property in the current open space, agricultural use status. Dr. Osguthorpe therefore opposes the annexation. If the annexation proceeds, we respectfully request that the property be zoned to allow the land to continue as cropland and that suitable protections be given to allow continuation of this open space status.

Exhibit E

Park City Planning Commission
Page 2
February 9, 2005

We request notification of all hearing and proceedings with respect to this annexation be sent to me at the above address. Thank you for your consideration.

Respectfully submitted,

WADDINGHAM & PETERSON, P.C.

A handwritten signature in dark ink, appearing to read "Warren H. Peterson", written in a cursive style.

Warren H. Peterson

WHP/lh

cc D.A. Osguthorpe

ANNEXATION PETITION APPLICATION

Park City, Utah



Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
(435) 615-5060
(435) 615-4906 fax

Application Filing Date 1/28/05 Application Fee \$13,300

Application determined complete, date 2/2/05 (day one)

- ☐ Annexation Petition Accepted _____ by City Council. Date _____ (by day 14)
- ☐ Annexation Petition Rejected _____ by City Council. Date _____ (by day 14)
- ☐ If accepted, Annexation Petition is certified by City Recorder. Date _____ (by day 44)
- ☐ Notice is given to the City Council regarding petition certification. Date _____ (by day 44)
- ☐ City publishes notice of petition acceptance (once a week for three successive weeks).
Date _____ (starting by day 57)
- ☐ City sends mailed notice of petition acceptance to affected entities. Date _____ (by day 67)
- ☐ Deadline for affected entities to file protest- Date _____ (by day 77)
- ☐ If no protest, Planning Commission will hold a hearing and make a recommendation to the City Council. City Council will hold a hearing and take final action. (each hearing requires a 7 day published notice by the City) (no sooner than day 78)
- ☐ If protest is filed consult State Code for information on the boundary commission requirements and dates.

PLEASE READ AND SIGN BEFORE APPLICATION SUBMITTAL

As the applicant for this Annexation Petition, I understand that my application is not deemed complete until the Community Development Department has reviewed the application and deemed it complete. I further understand I will be notified by mail when my application has been deemed complete. The determination of a complete application does not certify that the Annexation Petition has been accepted. The certification of an accepted petition requires City Council action.

After you have read the above, please sign your name (as sole owner or as the designated sponsor).

Name: Barnes Building Co. by Lawrence Peterson Sr. 17

Date: 1/27/05

I. PROJECT INFORMATION

Name of Property Owner or sponsor petitioner: Barnes Banking Company

Address or Location (include location map): (see attached)

Legal Description (attach): (see attached)

II. APPLICANT(S): The petition shall contain signatures of property Owners representing a majority of the private land area and at least 1/3 of the value of all private real property within the area proposed for annexation. If the area is within an Agricultural Protection Area (Title 17, Chapter 41, Agriculture Protection Area) then the petition shall contain signatures of all of the private land area within the annexation area). If the property is owned by a public entity other than the federal government then the petition shall be signed by the owner(s) of all of the publicly owned real property

1. Name Barnes Banking Company Signature _____
Mailing Address 33 South Main St. Telephone (801) 544-3424
Kaysville, Utah 84037 Fax (801) 544-4717
e-mail address bnulley@barnesbank.com

2. Name _____ Signature _____
Mailing Address _____ Telephone _____
_____ Fax _____
e-mail address _____

3. Name _____ Signature _____
Mailing Address _____ Telephone _____
_____ Fax _____
e-mail address _____

4. Name _____ Signature _____
Mailing Address _____ Telephone _____
_____ Fax _____
e-mail address _____

5. Name _____ Signature _____
Mailing Address _____ Telephone _____
_____ Fax _____
e-mail address _____

Please list additional owners on a separate sheet.

ANNEXATION SPONSOR(S) Up to five of the signers of the petition may be listed as sponsors. Please designate one whom shall be designated as the contact sponsor.

1. Name _____ Signature _____
 Mailing Address _____ Telephone _____
 _____ Fax _____
 e-mail address _____
2. Name _____ Signature _____
 Mailing Address _____ Telephone _____
 _____ Fax _____
 e-mail address _____
3. Name _____ Signature _____
 Mailing Address _____ Telephone _____
 _____ Fax _____
 e-mail address _____
4. Name _____ Signature _____
 Mailing Address _____ Telephone _____
 _____ Fax _____
 e-mail address _____
5. Name _____ Signature _____
 Mailing Address _____ Telephone _____
 _____ Fax _____
 e-mail _____

III. SUBMITTAL REQUIREMENTS - Annexation Petition

Five copies of the following information are required prior to a determination of application completeness. All site plans and drawings shall comply with the standards specified in Section 200.0.02 of the Park City Design Standards, Construction Specifications & Standard Drawings-1999 Edition. Additional information and/or studies may be required depending on location and potential impact of the proposed annexation.

- ☒1. Applicant and Notification information.
 - a. Names, signatures, addresses, phone numbers, fax numbers, of all property owners within the proposed annexation area.
 - b. Names, mailing addresses and stamped envelopes of property owners within one-half mile of the proposed annexation area.
- ☒2. An accurate and recordable map (certified survey plat) of the property to be annexed, prepared by a surveyor licensed to practice in Utah, accurately describing the existing City boundaries and each individual ownership sought to be annexed, including an accurate legal description of the property to be annexed.
- ☒3. Existing conditions site plan, at a scale approved by the City, of the proposed annexation area and surrounding area, within a radius to be specified by the City, depending on the particular annexation (may be more or less than one-half mile). This site plan must be prepared by a licensed Surveyor and shall include the names, addresses, and property boundaries of all property owners within the annexation area and within the specified study area.
- ☒4. Title report (no older than 60 days) for the proposed annexation area.
- ☒5. If the proposed property is intended for development, the petition for annexation shall include complete applications for a preliminary subdivision plat and a Master Planned Development (applicable only for projects that would require review as a Master Planned Development according to Chapter 6 of the Land Management Code). Attached to all annexation petitions shall be a land use analysis, performed by a qualified land use planner with the assistance of other professionals such as traffic engineers, civil engineers, wildlife biologists, and hydrologists of all undeveloped property within the annexation area and, but not limited to, within one-half mile of the proposed annexation. The City reserves the option of selecting the qualified professionals to perform this analysis with the cost being paid by the applicant. This analysis shall include, but not be limited to, a study of the following:
 - a. Slope, wetlands, natural drainage, vegetation, slope, wildlife habitat, view corridors, and significant geological features.
 - b. Existing and proposed road systems and easements, including traffic generation, if necessary.
 - c. Proposed major utility extension plans and easements, including water usage, supply and delivery systems. Applicant must demonstrate proof of adequate water rights sufficient to serve the proposed annexation area at full development.
 - d. Location of proposed public and private open space, recreational areas, trails and trail easements.

- e. Proposed land uses including type, density, and, if applicable, timing of build-out of residential and commercial areas.
- f. Proposed locations of community facilities such as fire stations, schools and parks.
- g. Consistency with the current General Plans of the governmental entities having jurisdiction.
- h. A statement as to the anticipated timetable for development, if applicable.
- i. Location and description of any Historic or cultural resources on the property.

☒6. Affordable housing plan consistent with the City's affordable housing policies, if applicable.

☒7. Project phasing plan and construction mitigation plans for each phase, if applicable.

☒8. Public utilities and essential services analysis including:

- a. School impact analysis, including analysis of existing and projected schools which will be serving the annexation area. Analysis shall project school-age population generated by the annexation area over a twelve year period.
- b. Capacity of existing sanitary sewer trunk line and capacity of treatment facilities serving the project.
- c. Capacity and availability of solid waste collection, animal control and other services provided by agencies other than Park City.
- d. A full disclosure statement of any and all waters owned or historically utilized on the property to be annexed, and a statement from the water owner(s) as to the estimated value of the water or price at which he or she is willing to sell the said water to the City.

☒9. Fiscal impact analysis of the proposed annexation on Park City, the remaining unincorporated area, special districts, school district and other governmental entities. The fiscal impact analysis format, including the revenue and cost assumptions shall be approved by Park City. If necessary, the City shall hire qualified experts to perform the analysis. The cost of such analysis shall be paid by the applicant as part of the Annexation Petition application. The fiscal impact analysis shall include, but not be limited to, the following:

- a. Current and five year projections of demographics and economic base in the area proposed for annexation and surrounding unincorporated area, including household size and income, commercial and industrial development and public facilities.
- b. Projected growth in the area proposed for annexation and the surrounding unincorporated area in five year increments.
- c. The present and future annual projected revenue to the City as a result of the annexation.
- d. The projected impact the annexation will have over the following ten years on the amount of taxes that property owners within the area proposed for annexation, Park City residents, and the remaining unincorporated county will pay.
- e. Present and future (over the next ten years) projects of costs of governmental services to the annexing area.

☐10. Other studies and analysis as necessary to determine annexation appropriateness.

Once the annexation has been approved, please submit the following:

1. CD Disc containing the final annexation plat in electronic form, preferably Auto CAD.
2. 4 Mil mylar of the annexation plat trimmed to 24" x 36" with ½ inch border on top, right, and bottom, and 1 ½ inch border on left. Annexation mylar plat shall be in a form approved by the City Engineer and City Attorney, including all required signatures and certifications.

Note: Once all the required studies and documents are submitted and determined complete by the City, the application shall be scheduled for review by the appropriate City Departments and Commissions. The annexation processing application fee shall be paid prior to formal review by the City. If deemed appropriate by the Community Development Department, the application fee may be pro-rated provided an adequate fee has been collected to offset City costs for processing the application.

ANNEXATION FACT SHEET

PROJECT DESCRIPTION

1. On a separate piece of paper, please complete the following requests and attach to this application:
 - a. Give a general description of the proposal and attach to the application.
 - b. Provide a written statement addressing specifics of the request, indicating proposed use of the property, any other applications submitted as part of the proposal, development time schedule, and any additional information required to describe the proposed annexation.
2. Is the property contiguous to Park City municipal boundaries? ☒ yes ☐ no
3. Is the proposed property a contiguous area? ☒ yes ☐ no
4. Will this annexation leave/create an unincorporated island or peninsula? ☐ yes ☒ no
5. Existing Zoning : DL & SL Proposed Zoning: GL/MPD RDM/MPD RD/MPD ROS/MPD
6. Will the project be within the Sensitive Lands Overlay when annexed? ☒ yes ☐ no
7. Current use of the property : VACANT LAND
8. Project area (acreage): 296.84 ACRES
◆ provide % of project area on slopes in excess of 15% 47.5 and in excess of 40% 12.9.
9. Does the petition for annexation contain any land area proposed for annexation in a previously filed petition that has not been granted, denied or rejected? ☐ yes ☒ no
10. Are you also seeking development project approval at this time? ☒ yes ☐ no
If yes, type of project application filed: MPD
11. Current City water service is available within 9,500 feet of the property.
12. Water rights sufficient to serve the project will be dedicated upon annexation:
☒ yes (SEE TAB 4) ☐ no
13. Project will be accessed via:
☒ public road ☐ private road ☐ private driveway
14. State Law requires that on the date of filing the annexation petition with the City, the petition sponsor (s) shall also deliver or mail a copy of the petition to the County Clerk of the county in which the property is located and also to the chair of the county Planning Commission which has review authority or jurisdiction over the said property. Has this been done? ☒ yes ☐ no

ACKNOWLEDGMENT OF RESPONSIBILITY

This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am a party whom the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge.

I will keep myself informed of the deadlines for submission of material and of the progress of this application. I understand that a staff report will be made available for my review the week prior to any public hearings or public meetings. This report will be on file and available at the Planning Department, 3rd floor Marsac Building.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization to proceed with the study.

Please note that the annexation petition must be signed per State requirements, as described above.

SIGNATURE OF APPLICANT: Barnes Banking Company *by: Laurent D. Tingey*
NAME OF APPLICANT (please print) ^{c/o} Park City Heights LLC Attn: Richard W. Moffat
MAILING ADDRESS: 90 South 400 West, Suite 200
Salt Lake City, UT 84101
PHONE #: home _____ work 801-521-4781 & 801-243-3844
FAX #: 801-521-4793 & 801-322-4055
TYPE OF APPLICATION: Annexation Petition

AFFIRMATION OF SUFFICIENT INTEREST *

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action. Note: The Annexation Petition must be signed per the State requirements, as described above.

NAME OF APPLICANT: (please print) Barnes Banking Company
MAILING ADDRESS: 431 South 300 East
Salt Lake City, UT 84111

STREET ADDRESS/LEGAL DESCRIPTION OF SUBJECT PROPERTY:
(see attached)

SIGNATURE: *Laurent D. Tingey* DATE: 1/27/05
Laurent D. Tingey, Senior Vice President

- *1. If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.
- *2. If a corporation is fee title holder, attach copy of the resolution of the Board of Directors authorizing this action.
- *3. If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

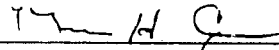
PLEASE NOTE: THIS AFFIRMATION IS NOT SUBMITTED IN LIEU OF SUFFICIENT TITLE EVIDENCE. YOU WILL BE REQUIRED TO SUBMIT A TITLE OPINION, CERTIFICATE OF TITLE, OR TITLE INSURANCE POLICY SHOWING YOUR INTEREST IN THE PROPERTY PRIOR TO FINAL ACTION.

RESOLUTION

RESOLVED, that Lamont D. Tingey, Senior Vice President of Barnes Banking Company, a Utah Corporation ("Bank"), is hereby authorized and directed to execute on behalf of the Bank those certain documents entitled "Petition for Annexation" and "Master Planned Development" in which the Bank authorizes Park City Heights, L.C. to act as its agent in petitioning for approval of annexation, zoning, density, use, etc. Of the nearly 200 acres of land currently vested in the Bank's name and located near the junction of Highways 40 and 248 next to Park City, Utah.

Dated this 27th day of January 2005

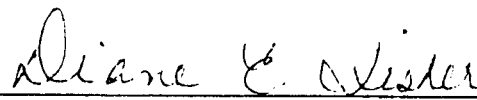
Barnes Banking Company
Board of Directors

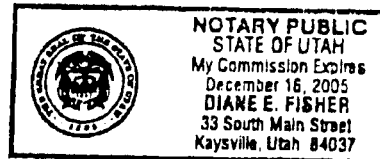
By: 
Ned H. Giles, Secretary

ACKNOWLEDGEMENT

State of Utah
County of Davis

On the 27th day of January, 2005, personally appeared before me Ned H. Giles, Secretary of Barnes Banking Company, a Utah Corporation, who duly acknowledged that he executed the foregoing instrument on behalf of the Board of Directors of the same.


Notary Public
Residing at: Kaysville, Utah
Commission Expires: 12-16-05



PROJECT DESCRIPTION

Park City Heights is located at the Southwest corner of Highway 40 and 248. It is bordered to the South by Morning Star Estates and to the west by Hidden Meadow Subdivisions. Park City Heights consists of two separate properties (north & south parcels), which are bisected by the Rail-Trail that runs from Park City to Echo Reservoir. The parcels locations create opportunities for both residential and commercial development and a key link in the local trail system.

The North parcel contains 24 acres and has direct access off of Highway 248. This area is known as Quinn's Junction, and is one of the City's key entry corridors. The parcel has historically been used for agricultural purposes and is mostly sage and grassland with some wetlands near the back edge of the property near Silver Creek.

The South parcel consists of 176 acres of sage and grass on the lower elevations with more mature Gambel and Scrub Oak on the higher portions of the property. Views from this parcel are of the surrounding Silver Creek drainage and of the Uinta Mountains to the East.

Park City Heights proposes 352 residential units on the South parcel with a combination of 134 single family detached homesites, and 218 units of town homes and multi-family units. The North parcel will consist of 200,000 square feet of commercial. The commercial pod has been designed for maximum flexibility. It has been designed with two (2) different options. Option 1 is a stand-alone General Commercial pod that will be used for general office, clinic, and medical. Option 2 is a mix of retail, restaurants, multiple live performance theaters, additional entertainment venues as well as possibly conference facilities, hotel or lodge and a small studio production office. This option will be combined with the 29-acre parcel to the North (Quinn's Junction Partners). There will be a strong focus on the public realm as expressed in active, walkable plazas, and buildings oriented toward the more public spaces.

The project presents a unique opportunity to shape Park City's entry corridor from Highway 248 in a manner that creates a strong mountain aesthetic. The use of local natural materials throughout the development will insure a Park City character and flavor to the site. The use of these local materials will be incorporated into the buildings, furnishings, light fixtures, signs, public benches, waste receptacles, and other site details, characterizing the individual architectural style. The architecture will express authenticity in simple building forms.

To achieve a high quality community image, both overall building appearance and its details shall convey a sense of solid permanent construction incorporated into the site. Quality also extends to consistency and completeness of the project. All individual project components shall be designed and completed as a single homogeneous whole.

The primary design goal is to create a neighborhood that is mountain rural in its architectural character and takes advantage of beautiful views and substantial open

space. Over 60% of the South parcel and over 35% of the North parcel have been designed as open space.

Another important design element is to preserve a substantial 250' buffer from Highway 248 to any development as part of the Entry Corridor Protection Overlay (ECPO). Access points have been designed to allow as few as possible and minimize interference with through traffic on the corridor roadway. Surface parking will be buffered from the entry corridor and will use landscaping and buildings for screening purposes whenever possible.

All development has been kept off of ridgelines and steep slopes to preserve the mountain views as seen from Highway 40 and 248. Density has been clustered while still maintaining flexibility in housing types. Park City Heights would be a welcome compliment to the "Resort" lifestyle offered in this community.

City Council Staff Report



Author: Patrick Putt, Planning Director
Subject: Quinn's Junction Partnership Annexation
Date: March 10, 2005
Type of Item: Legislative (Annexation Petition Review)

Planning Department

Summary Recommendations: The Planning Department recommends that Council review and consider accepting the Quinn's Junction Partnership Annexation petition.

Description Topic

Project Name: Quinn's Junction Partnership Annexation
Applicant: Quinn's Junction Partnership
Location: Quinn's Junction (Summit County)
Zoning: Summit County- DL (Developable Lands @ 1 unit per 20 acres- base density); and SL (Sensitive Land @ 1 unit per 40 acres (over 30% slope, or wetlands)
Proposed Zoning: General Commercial (GC)-MPD
Adjacent Land Uses: Undeveloped private property; COSAC purchased open space;
Proposed Use: General, Commercial, Retail, Hotel, Entertainment Venues

Background: This matter is continued from the February 17, 2005 Council meeting.

The Quinn's Junction Partnership filed an annexation petition on January 28, 2005 with the City Recorder. The applicant later submitted additional annexation materials to complete the petition on February 16, 2005. The 29.55 acre property is located in the Quinn's Junction area at the southwest quadrant of the US-40/SR-248 interchange (see Exhibit A - vicinity map and Exhibit B – annexation plat). The property is currently undeveloped. The applicant seeks to develop 300,000 square feet of general commercial uses including retail, restaurants, multiple live performance theaters, entertainment venues, as well as possible hotel and conference facilities. (See Exhibit I, Project Description)

The underlying zoning being requested is General Commercial (GC), with an underlying Master Planned Development (GC-MPD) (see Annexation and Zoning Plat Exhibit B). The current County zoning for the property is Developable Lands (DL) at 1 unit per 20 acres-base density; and Sensitive Lands (SL) at 1 unit per 40 acres (*for wetlands and land over 30% slope*). The property is located within Park City Municipal Corporation's Annexation Expansion area, as described by the adopted Annexation Policy Plan.

The property is subject to a pre-annexation agreement executed by the property owner and City on May 14, 2004. The pre-annexation agreement sets forth the terms and conditions upon which the property owner would submit an annexation petition for the subject property, including mutual agreement concerning land-use, zoning, density, utility costs and locations; and purchase of the property by an institutional user with an acceptable agreement as to entitlements if such conditions can be met within 150 days of the days of the execution of the agreement.

Staff does not believe that these conditions have been met and notes that the pre-annexation agreement expressly acknowledged "that the decision to annex is purely a legislative decision by the City Council and nothing herein shall limit the City Council's discretion or power to make that legislative decision." On February 16, 2005, the applicant sent the City a letter stating that they "did not file an annexation petition under the agreement." In that letter the applicant also withdrew any inclusion of the pre-annexation agreement in this annexation petition.

On January 28, 2005, the City Recorder also received an annexation petition from Barnes Banking Company for the adjacent property to the south (see attached Vicinity Map, Exhibit A). The Barnes Banking Company annexation, known as the Park City Heights Annexation and including 256.84 acres, is also scheduled for City Council consideration at its March 10, 2005 meeting.

Procedure: Municipal annexation is a legislative act governed procedurally by Utah state law. Once the annexation petition is filed with the City Recorder, the petition is presented to the municipal legislative body for acceptance or rejection. Because annexation is a legislative act, the Council's decision to accept or reject the petition is not governed by statutory criteria: subject to constitutional restraints, acceptance or rejection is at the Council's discretion. It is important to note that a decision to reject the petition ends the annexation process, while a decision to accept the petition is not final, but only allows the process to continue for further consideration via the certification and subsequent public hearing process.

If the Council accepts the petition, then a 30-day certification review process will commence wherein Staff will determine whether the petition meets all requirements of Utah State Code Sections 10-2-403(2), (3), and (4). If staff determines that the petition meets these requirements, then the City Recorder will certify the petition and commence the public notification and hearing process. If staff determines that the petition fails to meet any of the statutory requirements, then the City Recorder will reject the petition and deliver written notification of rejection to the applicant and other parties required by state law. The applicant then will have the opportunity to modify the petition to correct the deficiencies for which it was rejected and re-file the petition with the City Recorder.

Analysis: Staff has identified two potential issues with Utah State Annexation Code compliance. First, the omission of the SR-248 right-of-way may cause this petition to lack the required contiguity to municipal boundaries. Utah State Code Annotated,

Section 10-2-402(b)(i): Annexations-Limitations, states that "an unincorporated area may not be annexed to a municipality unless . . . it is contiguous to the municipality."

Secondly, this petition, combined with the Park City Heights annexation petition lying directly to the south, arguably creates an island/peninsula of unincorporated properties lying directly east of the subject property contrary to Utah State Code Annotated, Section 10-2-402(b)(iii): Annexation-Limitations, which prohibits annexations that would "leave or create an unincorporated island or peninsula" (see Exhibit F). Staff continues to research each of these issues. Ultimately, if the contiguity and/or island/peninsula issues are determined to exist contrary to state law, then the annexation process will have to be terminated and the petition denied. At this time, however, Staff recommends that these potential issues do not preclude the Council's ability to accept the petition for further review and consideration.

Should Council determine to accept the subject annexation petition, the City may benefit from its ability to master plan an important SR-248/Quinns Junction entry corridor parcel. The City would govern the development process and ultimately determine the intensity and land use character of the property through application of zoning and Land Management Code regulations. A potential downside of accepting the annexation petition is that such action will initiate the fourth annexation in the last six months for this area. Master Planned Development approval and extension of utilities to the site will provide the infrastructure for the development of the balance of the private property in the SR-248/Quinns Junction area. This action could be considered to be inducing commercial sprawl and promoting the untimely extension of municipal services and residential growth.

Alternatives: It is important to note that pursuant to Utah State Code Section 10-2-405(1) (a) (i) (B), if the Council does not take action on this annexation petition at its first regularly scheduled meeting that is at least 14 days after the date the petition was filed (this meeting, March 10, 2005), then the annexation petition shall be considered accepted for further consideration. Accordingly, taking no action and/or continuing this item are not options available to the Council; either action represents acceptance of the petition.

- Accept the annexation petition for further consideration, thereby triggering the 30-day certification review process. Staff notes that acceptance of the annexation petition would not represent an endorsement or acceptance of the development plan associated with the petition; or
- Reject the annexation petition, thereby ending the annexation process. This is the staff recommendation; or
- Do nothing or continue the item. Pursuant to state law, the annexation petition is considered accepted for further consideration, thereby triggering the 30-day certification review process.

Recommendation:

Staff recommends the Council review the Quinn's Junction Partnership Annexation petition and consider accepting the petition.

Exhibits

Exhibit A – Vicinity Map

Exhibit B – Annexation and Zoning Plat

Exhibit C—Master Planned Development Site Plan

Exhibit D – Possible Contiguity defect to PCMC boundaries

Exhibit E – Quinn's Junction Partnership and Park City Heights combined annexation petitions; possible unincorporated peninsula created

Exhibit F – Quinn's Junction Partnership and Park City Heights combined annexation petitions; possible unincorporated island created

Exhibit G - Waddingham and Peterson/D.A. Osguthorpe Protest Letter

Exhibit H – Annexation Petition

Exhibit I – Project Description

Exhibit J—February 16, 2005 letter from applicant

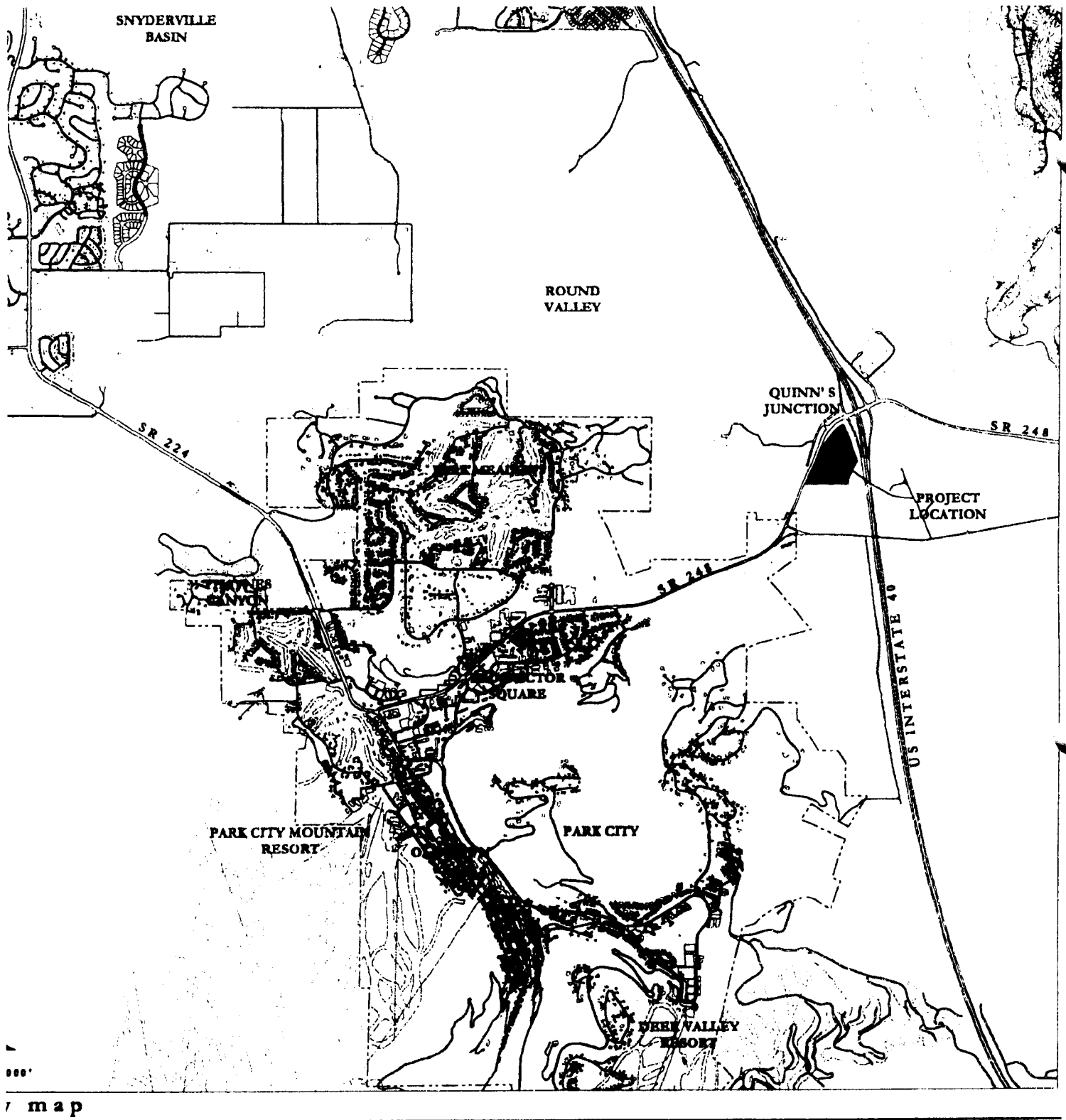


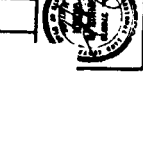
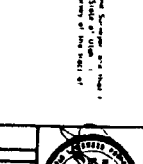
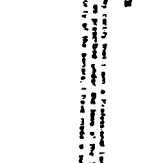
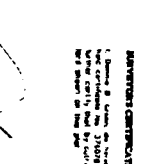
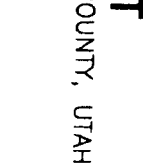
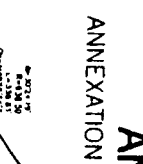
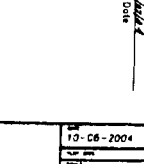
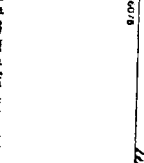
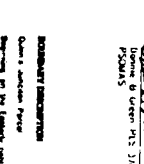
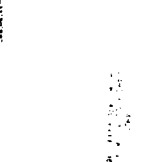
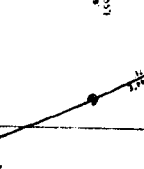
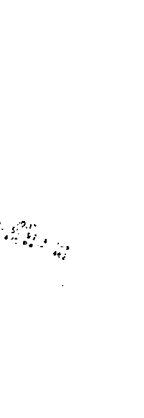
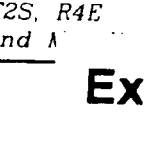
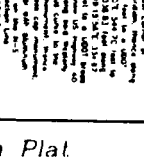
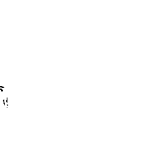
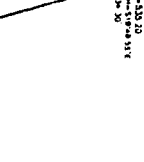
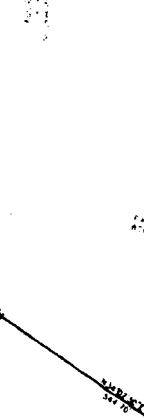
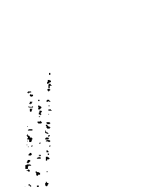
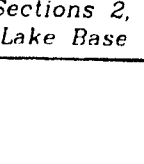
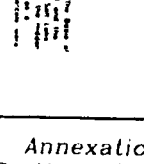
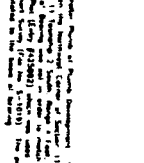
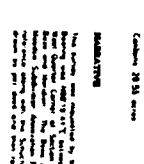
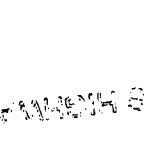
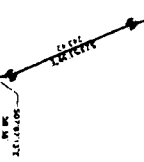
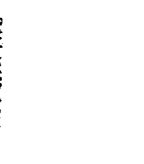
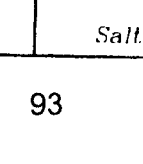
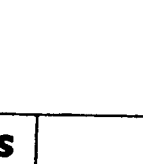
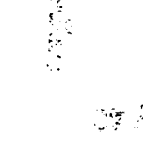
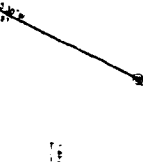
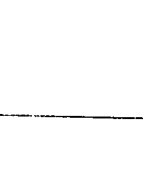
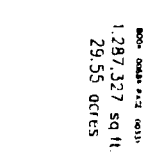
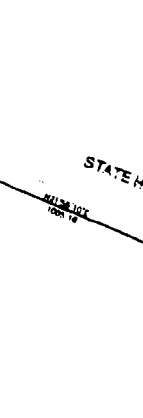
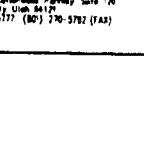
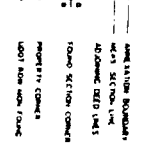
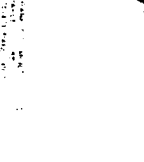
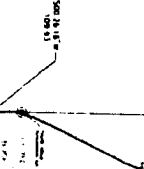
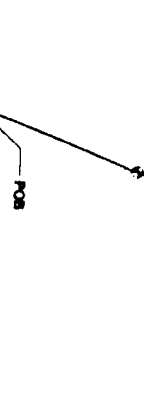
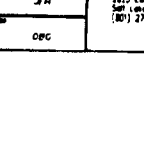
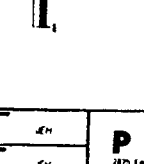
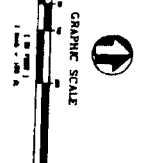
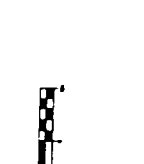
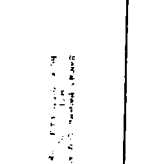
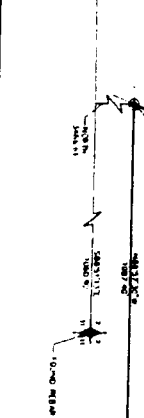
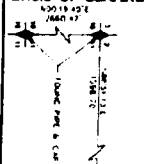
Exhibit A

Vicinity Map

ANNEXATION PLAT

AN ANNEXATION TO PARK CITY, SUMMIT COUNTY, UTAH

BASIS OF BEARING



PSOMAS

2870 East Colter Avenue, Suite 100
Salt Lake City, Utah 84119
(801) 270-5777 (MO) 270-5782 (FAX)

Annexation Plat
Sections 2, T2S, R4E
Salt Lake Base and A

10-CB-2004

1" = 100'



CLASSIFICATION

NO. 100
SECTION

NO. 100
SECTION

NO. 100
SECTION

NO. 100
SECTION

NO. 100
SECTION

NO. 100
SECTION

HEBERT
RINE
PARK
ANNEX

CONNECT TO SR 340
AT EXISTING FUND
CUT FOR ACCESS
POINT

PARK CITY MUNICIPAL CORP.
(ANNEXATION PROVISIONS)

1-2 STORY GENERAL
COMMERCIAL
CLUSTERS
TOGETHER

ENTRY CORRIDOR
PROTECTION ZONE

GENERAL COMMERCIAL
IMPROVEMENTS
PROPOSED SOFT
MULTI-PURPOSE

CONNECT TO EXISTING TRAIL
& TUNNEL UNDER SR 340

PARK CITY MUNICIPAL
CORPORATION BOUNDARY

WATER CREEK
DRAINAGE

UNITED
PARK CITY
MINERS CO.

UNITED
PARK CITY
MINERS CO.

conceptual master development site plan
& proposed park city zoning classification

Exhibit C

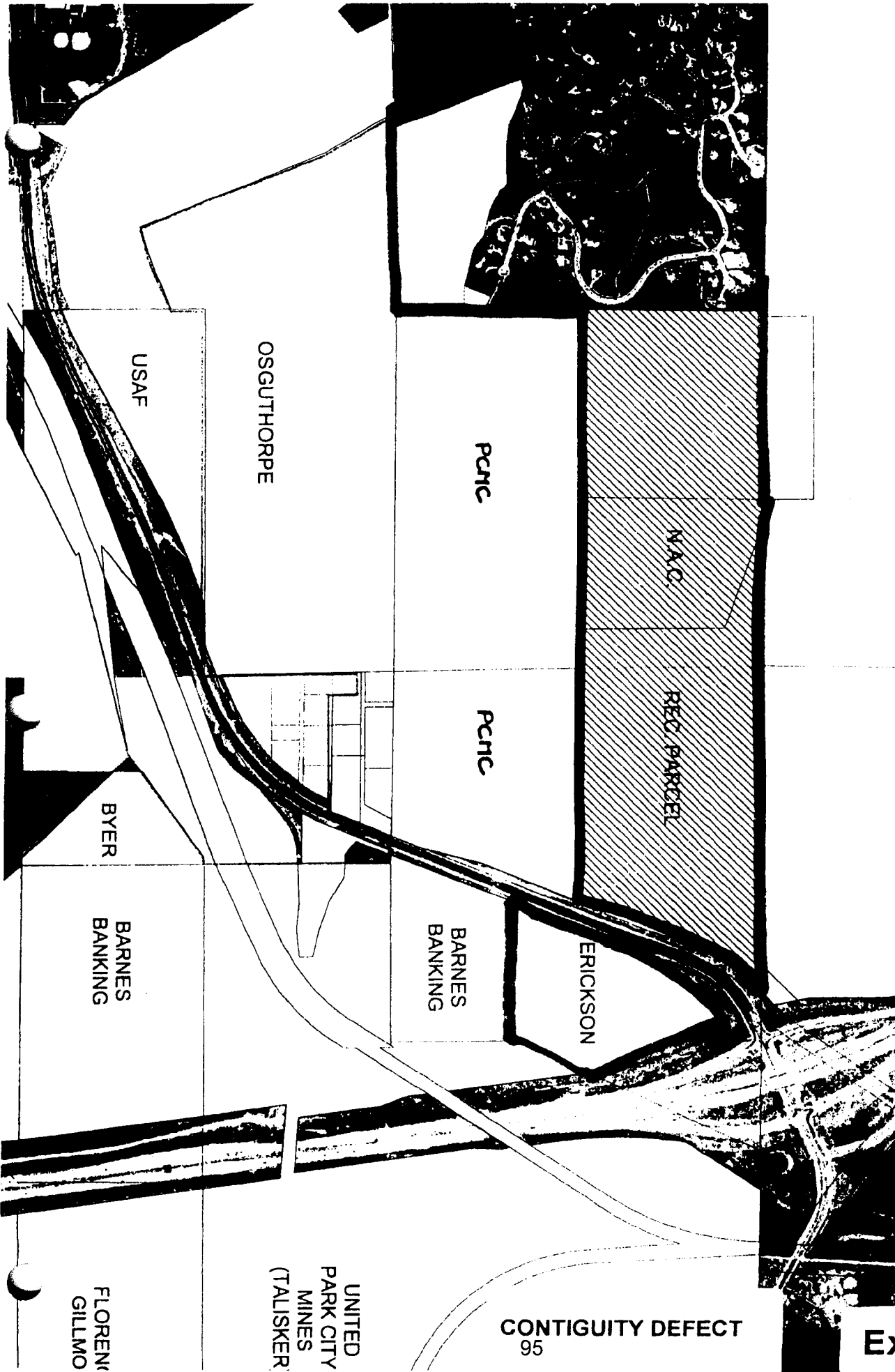


Exhibit D

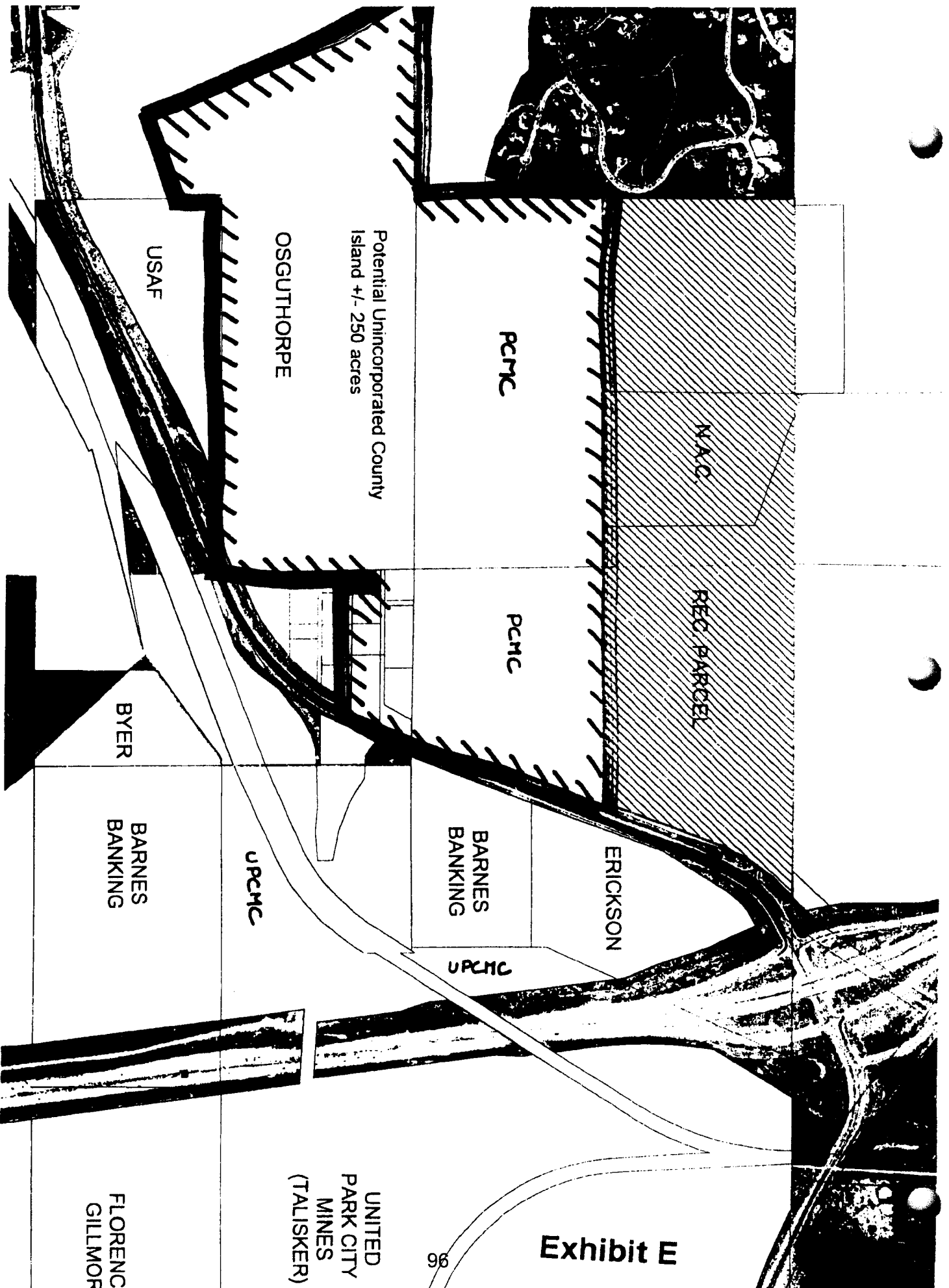


Exhibit E

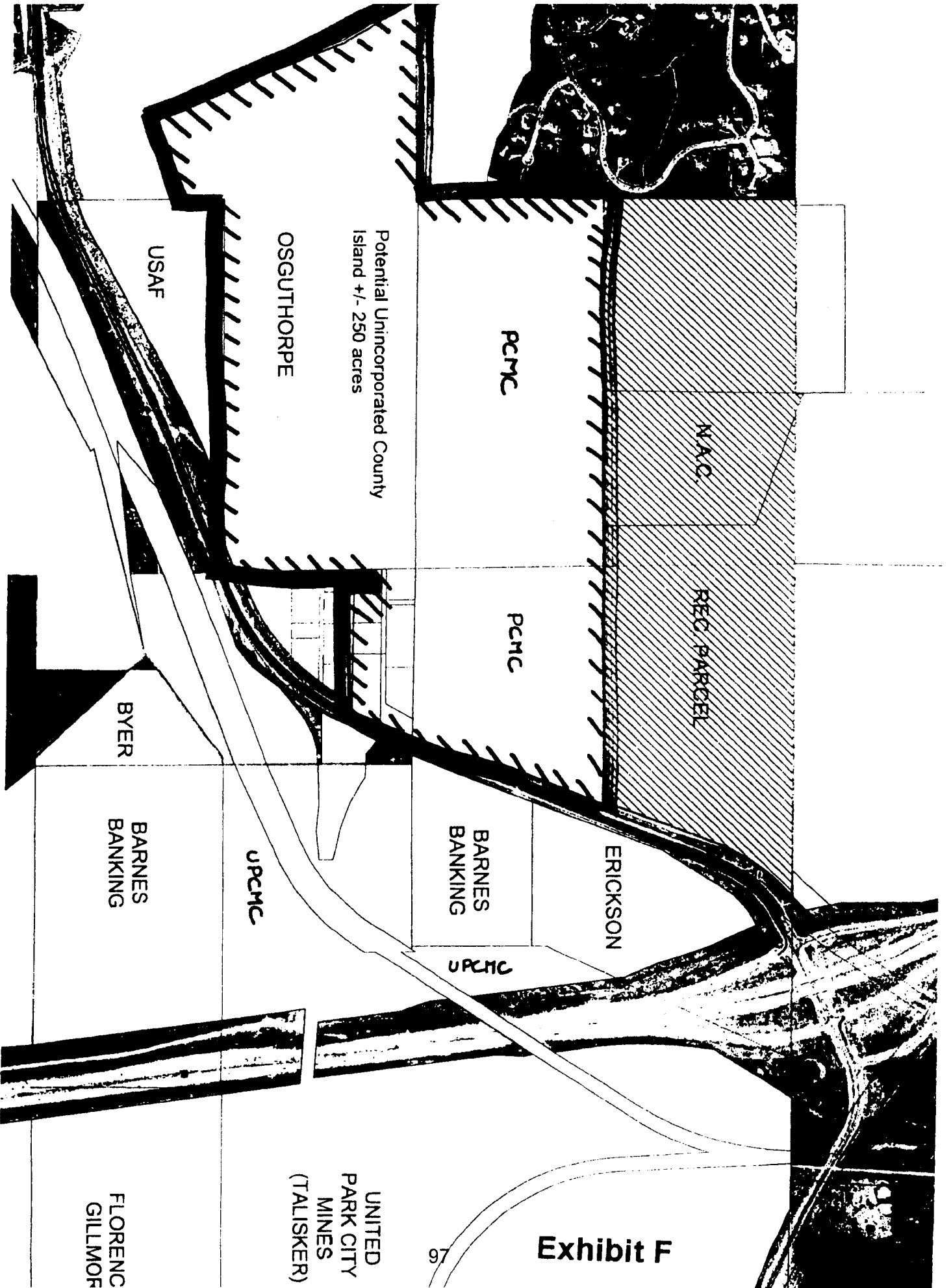


Exhibit F

WADDINGHAM & PETERSON

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

THORPE WADDINGHAM (RETIRED)
WARREN H. PETERSON
RICHARD WADDINGHAM
GREG GREATHOUSE

362 WEST MAIN STREET
DELTA, UTAH 84624
(435) 864-2748
FAX (435) 864-2740

February 9, 2005

Park City Planning Commission
c/o Park City Planning Department
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

RE: Quinn's Junction Annexation/Osguthorpe

Dear Planning Commission Members:

D.A. Osguthorpe, as trustee, retained our office to advise him regarding the proposed Quinn's Junction-Annexation. The proposed annexation includes land owned by Dr. Osguthorpe, as trustee. Dr. Osguthorpe reports that his family currently farms the land proposed for annexation and wishes to retain that use.

The proposed annexation, as currently configured, appears to include Dr. Osguthorpe's land to avoid creation of an unincorporated island. Annexation would have the consequence, however, of subjecting this land to the Park City Land Management Code and also to the municipal tax levy. These burdens to the land would substantially impair the sustainability of the agricultural land use. Consequently, Dr. Osguthorpe is opposed to the annexation.

The Planning Commission staff report fails to identify specific impacts of annexation to the Osguthorpe property. It appears that the staff report recommends inclusion of the property in a Recreation/Open Space zoning classification. While such a classification may allow farming as a conditional use, the problems remain whether: a) the existing agricultural use would be recognized upon annexation rather than require completion of the conditional use review process, b) whether Park City has created protections for farming operations through the Agricultural Protection Act or similar protections, and c) whether higher ad valorem taxes would be fatal to the current farm use.

In summary, annexation substantially impairs the ability to maintain the Osguthorpe property in the current open space, agricultural use status. Dr. Osguthorpe therefore opposes the annexation. If the annexation proceeds, we respectfully request that the property be zoned to allow the land to continue as cropland and that suitable protections be given to allow continuation of this open space status.

Park City Planning Commission
Page 2
February 9, 2005

We request notification of all hearing and proceedings with respect to this annexation be sent to me at the above address. Thank you for your consideration.

Respectfully submitted,

WADDINGHAM & PETERSON, P.C.

A handwritten signature in cursive script, appearing to read "Warren H. Peterson".

Warren H. Peterson

WHP/lh

cc D.A. Osguthorpe

ANNEXATION PETITION APPLICATION

Park City, Utah

PARK CITY

1884

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
(435) 615-5060
(435) 615-4906 fax

Application Filing Date 1/28/05 Application Fee \$ 13,300.00

Application determined complete, date 2/2/05 (day one)

- ☐ Annexation Petition Accepted _____ by City Council. Date _____ (by day 14)
- ☐ Annexation Petition Rejected _____ by City Council. Date _____ (by day 14)
- ☐ If accepted, Annexation Petition is certified by City Recorder. Date _____ (by day 44)
- ☐ Notice is given to the City Council regarding petition certification. Date _____ (by day 44)
- ☐ City publishes notice of petition acceptance (once a week for three successive weeks).
Date _____ (starting by day 57)
- ☐ City sends mailed notice of petition acceptance to affected entities. Date _____ (by day 67)
- ☐ Deadline for affected entities to file protest- Date _____ (by day 77)
- ☐ If no protest, Planning Commission will hold a hearing and make a recommendation to the City Council. City Council will hold a hearing and take final action. (each hearing requires a 7 day published notice by the City) (no sooner than day 78)
- ☐ If protest is filed consult State Code for information on the boundary commission requirements and dates.

PLEASE READ AND SIGN BEFORE APPLICATION SUBMITTAL

As the applicant for this Annexation Petition, I understand that my application is not deemed complete until the Community Development Department has reviewed the application and deemed it complete. I further understand I will be notified by mail when my application has been deemed complete. The determination of a complete application does not certify that the Annexation Petition has been accepted. The certification of an accepted petition requires City Council action.

After you have read the above, please sign your name (as sole owner or as the designated sponsor).

Name: _____

Date: _____

Exhibit H

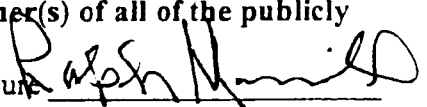
I. PROJECT INFORMATION

Name of Property Owner or sponsor petitioner: Quinns Junction Partnership

Address or Location (include location map): (see attached)

Legal Description (attach): (see attached)

- II. APPLICANT(S):** The petition shall contain signatures of property Owners representing a majority of the private land area and at least 1/3 of the value of all private real property within the area proposed for annexation. If the area is within an Agricultural Protection Area (Title 17, Chapter 41, Agriculture Protection Area) then the petition shall contain signatures of all of the private land area within the annexation area). If the property is owned by a public entity other than the federal government then the petition shall be signed by the owner(s) of all of the publicly owned real property

1. Name Quinns Junction Partnership Signature 
Mailing Address 1065 South 500 West Suite 10 Telephone 801-231-9694
Bountiful, Utah 84011 Fax 801-299-9799
e-mail address gericlaw@aol.com
2. Name _____ Signature _____
Mailing Address _____ Telephone _____
_____ Fax _____
e-mail address _____
3. Name _____ Signature _____
Mailing Address _____ Telephone _____
_____ Fax _____
e-mail address _____
4. Name _____ Signature _____
Mailing Address _____ Telephone _____
_____ Fax _____
e-mail address _____
5. Name _____ Signature _____
Mailing Address _____ Telephone _____
_____ Fax _____
e-mail address _____

Please list additional owners on a separate sheet.

ANNEXATION SPONSOR(S) Up to five of the signers of the petition may be listed as sponsors. Please designate one whom shall be designated as the contact sponsor.

1. Name _____ Signature _____
 Mailing Address _____ Telephone _____
 _____ Fax _____
 e-mail address _____
2. Name _____ Signature _____
 Mailing Address _____ Telephone _____
 _____ Fax _____
 e-mail address _____
3. Name _____ Signature _____
 Mailing Address _____ Telephone _____
 _____ Fax _____
 e-mail address _____
4. Name _____ Signature _____
 Mailing Address _____ Telephone _____
 _____ Fax _____
 e-mail address _____
5. Name _____ Signature _____
 Mailing Address _____ Telephone _____
 _____ Fax _____
 e-mail _____

III. SUBMITTAL REQUIREMENTS - Annexation Petition

Five copies of the following information are required prior to a determination of application completeness. All site plans and drawings shall comply with the standards specified in Section 200.0.02 of the Park City Design Standards, Construction Specifications & Standard Drawings-1999 Edition. Additional information and/or studies may be required depending on location and potential impact of the proposed annexation.

1. Applicant and Notification information.
 - a. Names, signatures, addresses, phone numbers, fax numbers, of all property owners within the proposed annexation area.
 - b. Names, mailing addresses and stamped envelopes of property owners within one-half mile of the proposed annexation area.
2. An accurate and recordable map (certified survey plat) of the property to be annexed, prepared by a surveyor licensed to practice in Utah, accurately describing the existing City boundaries and each individual ownership sought to be annexed, including an accurate legal description of the property to be annexed.
3. Existing conditions site plan, at a scale approved by the City, of the proposed annexation area and surrounding area, within a radius to be specified by the City, depending on the particular annexation (may be more or less than one-half mile). This site plan must be prepared by a licensed Surveyor and shall include the names, addresses, and property boundaries of all property owners within the annexation area and within the specified study area.
4. Title report (no older than 60 days) for the proposed annexation area.
5. If the proposed property is intended for development, the petition for annexation shall include complete applications for a preliminary subdivision plat and a Master Planned Development (applicable only for projects that would require review as a Master Planned Development according to Chapter 6 of the Land Management Code). Attached to all annexation petitions shall be a land use analysis, performed by a qualified land use planner with the assistance of other professionals such as traffic engineers, civil engineers, wildlife biologists, and hydrologists of all undeveloped property within the annexation area and, but not limited to, within one-half mile of the proposed annexation. The City reserves the option of selecting the qualified professionals to perform this analysis with the cost being paid by the applicant. This analysis shall include, but not be limited to, a study of the following:
 - a. Slope, wetlands, natural drainage, vegetation, slope, wildlife habitat, view corridors, and significant geological features.
 - b. Existing and proposed road systems and easements, including traffic generation, if necessary.
 - c. Proposed major utility extension plans and easements, including water usage, supply and delivery systems. Applicant must demonstrate proof of adequate water rights sufficient to serve the proposed annexation area at full development.
 - d. Location of proposed public and private open space, recreational areas, trails and trail easements.

- e. Proposed land uses including type, density, and, if applicable, timing of build-out of residential and commercial areas.
- f. Proposed locations of community facilities such as fire stations, schools and parks.
- g. Consistency with the current General Plans of the governmental entities having jurisdiction.
- h. A statement as to the anticipated timetable for development, if applicable.
- i. Location and description of any Historic or cultural resources on the property.

☒ 6. Affordable housing plan consistent with the City's affordable housing policies, if applicable.

☒ 7. Project phasing plan and construction mitigation plans for each phase, if applicable.

☒ 8. Public utilities and essential services analysis including:

- a. School impact analysis, including analysis of existing and projected schools which will be serving the annexation area. Analysis shall project school-age population generated by the annexation area over a twelve year period.
- b. Capacity of existing sanitary sewer trunk line and capacity of treatment facilities serving the project.
- c. Capacity and availability of solid waste collection, animal control and other services provided by agencies other than Park City.
- d. A full disclosure statement of any and all waters owned or historically utilized on the property to be annexed, and a statement from the water owner(s) as to the estimated value of the water or price at which he or she is willing to sell the said water to the City.

☒ 9. Fiscal impact analysis of the proposed annexation on Park City, the remaining unincorporated area, special districts, school district and other governmental entities. The fiscal impact analysis format, including the revenue and cost assumptions shall be approved by Park City. If necessary, the City shall hire qualified experts to perform the analysis. The cost of such analysis shall be paid by the applicant as part of the Annexation Petition application. The fiscal impact analysis shall include, but not be limited to, the following:

- a. Current and five year projections of demographics and economic base in the area proposed for annexation and surrounding unincorporated area, including household size and income, commercial and industrial development and public facilities.
- b. Projected growth in the area proposed for annexation and the surrounding unincorporated area in five year increments.
- c. The present and future annual projected revenue to the City as a result of the annexation.
- d. The projected impact the annexation will have over the following ten years on the amount of taxes that property owners within the area proposed for annexation, Park City residents, and the remaining unincorporated county will pay.
- e. Present and future (over the next ten years) projects of costs of governmental services to the annexing area.

☒ 10. Other studies and analysis as necessary to determine annexation appropriateness.

Once the annexation has been approved, please submit the following:

1. CD Disc containing the final annexation plat in electronic form, preferably Auto CAD.
2. 4 Mil mylar of the annexation plat trimmed to 24" x 36" with ½ inch border on top, right, and bottom, and 1 ½ inch border on left. Annexation mylar plat shall be in a form approved by the City Engineer and City Attorney, including all required signatures and certifications.

Note: Once all the required studies and documents are submitted and determined complete by the City, the application shall be scheduled for review by the appropriate City Departments and Commissions. The annexation processing application fee shall be paid prior to formal review by the City. If deemed appropriate by the Community Development Department, the application fee may be pro-rated provided an adequate fee has been collected to offset City costs for processing the application.

ANNEXATION FACT SHEET

PROJECT DESCRIPTION

1. On a separate piece of paper, please complete the following requests and attach to this application:
 - a. Give a general description of the proposal and attach to the application.
 - b. Provide a written statement addressing specifics of the request, indicating proposed use of the property, any other applications submitted as part of the proposal, development time schedule, and any additional information required to describe the proposed annexation.
2. Is the property contiguous to Park City municipal boundaries? ☒ yes ☐ no
3. Is the proposed property a contiguous area? ☒ yes ☐ no
4. Will this annexation leave/create an unincorporated island or peninsula? ☐ yes ☒ no
5. Existing Zoning: DL Proposed Zoning: GC/MPD
6. Will the project be within the Sensitive Lands Overlay when annexed? ☒ yes ☐ no
7. Current use of the property: vacant land
8. Project area (acreage): 29.55
◆ provide % of project area on slopes in excess of 15% 0 and in excess of 40% 0.
9. Does the petition for annexation contain any land area proposed for annexation in a previously filed petition that has not been granted, denied or rejected? ☐ yes ☒ no
10. Are you also seeking development project approval at this time? ☒ yes ☐ no
If yes, type of project application filed: MPD
11. Current City water service is available within 10,800 feet of the property.
12. Water rights sufficient to serve the project will be dedicated upon annexation:
☐ yes ☒ no Water Rights will be dedicated-Not enough for project
13. Project will be accessed via:
☒ public road ☐ private road ☐ private driveway
14. State Law requires that on the date of filing the annexation petition with the City, the petition sponsor (s) shall also deliver or mail a copy of the petition to the County Clerk of the county in which the property is located and also to the chair of the county Planning Commission which has review authority or jurisdiction over the said property. Has this been done? ☒ yes ☐ no

ACKNOWLEDGMENT OF RESPONSIBILITY

This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am a party whom the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge.

I will keep myself informed of the deadlines for submission of material and of the progress of this application. I understand that a staff report will be made available for my review the week prior to any public hearings or public meetings. This report will be on file and available at the Planning Department, 3rd floor Marsac Building.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization to proceed with the study.

Please note that the annexation petition must be signed per State requirements, as described above.

SIGNATURE OF APPLICANT: Ralph Merrill

NAME OF APPLICANT (please print) Ralph Merrill

MAILING ADDRESS: 3617 South 400 East

Bountiful, Utah 84010

PHONE #: home 801-292-3345 work 801-502-3345

FAX #: 801-295-9316

TYPE OF APPLICATION: Annexation

AFFIRMATION OF SUFFICIENT INTEREST *

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action. Note: The Annexation Petition must be signed per the State requirements, as described above.

NAME OF APPLICANT: (please print) Quinns Junction Partnership

MAILING ADDRESS: 1065 South 500 West, Suite 101, Bountiful, Utah 84011

STREET ADDRESS/LEGAL DESCRIPTION OF SUBJECT PROPERTY:

(see attached)

SIGNATURE: Ralph Merrill

DATE: 1/27/05

- *1. If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.
- *2. If a corporation is fee title holder, attach copy of the resolution of the Board of Directors authorizing this action.
- *3. If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

PLEASE NOTE: THIS AFFIRMATION IS NOT SUBMITTED IN LIEU OF SUFFICIENT TITLE EVIDENCE. YOU WILL BE REQUIRED TO SUBMIT A TITLE OPINION, CERTIFICATE OF TITLE, OR TITLE INSURANCE POLICY SHOWING YOUR INTEREST IN THE PROPERTY PRIOR TO FINAL ACTION.

PROJECT DESCRIPTION

Quinn's Junction Partnership is located at the Southwest corner of Highway 40 and 248. It consists of 29 ½ acres of relatively flat land. The land has historically been used for agricultural purposes and does not contain any wetlands or flood plains. The parcel sits at a key intersection of the Highway 40 on/off ramps and is highly visible. The intent of the project is to design a master concept plan with one primary user to develop a project that compliments the Park City resort style and provides visitors another recreational venue in which to participate.

Quinn's Junction Partnership is proposing 300,000 square feet of general commercial. The parcel has been designed as a mix of retail, restaurants, multiple live performance theaters, additional entertainment venues as well as possibly conference facilities, hotel or lodge and a small studio production office. The concept design will combine the Quinn's Junction parcel with the 24-acre parcel to the South (Park City Heights). There will be a strong focus on the public realm as expressed in active, walkable plazas, and buildings oriented toward the more public spaces.

The project presents a unique opportunity to shape Park City's entry corridor from Highway 248 in a manner that creates a strong mountain aesthetic. The use of local natural materials throughout the development will insure a Park City character and flavor to the site. The use of these local materials will be incorporated into the buildings, furnishings, light fixtures, signs, public benches, waste receptacles, and other site details, characterizing the individual architectural style. The architecture will express authenticity in simple building forms.

To achieve a high quality community image, both overall building appearance and its details shall convey a sense of solid permanent construction incorporated into the site. Quality also extends to consistency and completeness of the project. All individual project components shall be designed and completed as a single homogeneous whole.

The primary design goal is to create a neighborhood that is mountain rural in its architectural character and preserves a substantial 250' buffer from Highway 248 to any development as part of the Entry Corridor Protection Overlay (ECPO). One main access point has been designed to minimize interference with through traffic on the corridor roadway. Surface parking will be buffered from the entry corridor and will use landscaping and buildings for screening purposes whenever possible.

GREG S. ERICKSEN
ATTORNEY AT LAW

1065 SOUTH 500 WEST
P.O. Box 609
BOUNTIFUL, UTAH 84011-0609
PHONE: (801) 299-5519
FAX: (801) 299-9799
EMAIL: GERICLAW@AOL.COM

February 16, 2005

Sent via Facsimile (435) 615-4901, (435) 615-4906

Patrick Putt
Planning Director
P.O. Box 1480
Park City, Utah 84060

*Re: QJP Response (For distribution to Park City Council)
Staff review of QJP Annexation Petition
Hearing date: February 17, 2005*

Dear Mr. Putt:

I would urge the Park City Council to accept the QJP petition for annexation.

I have reviewed the staff's report regarding QJP's annexation petition and wanted to respond as follows:

Annexation Standard. Although there may be some honest differences with your inclusion of legal issues in staff's report, even assuming a legislative act, the Council action in rejecting QJP's petition cannot be arbitrary and capricious and the council must make findings that support its' decision. Bradshaw v. Beaver City, 27 Utah 2d 135, 493 P.2d 643 (1972).

Pre-Annexation Agreement. Whether the QJP annexation petition does or does not comply with the terms of the May 14, 2004 pre-annexation agreement, is irrelevant and not a grounds under State or municipal law to reject QJP's current application for annexation.

Because QJP did not file an annexation petition under the agreement, Quinn's agrees that it never had force and effect because the condition precedent of an institutional buyer purchasing the property never occurred. Quinn's hereby withdraws any inclusion of the May 14, 2004 pre-annexation agreement in its present submittal.

As you are aware, the parties have been in active discussion about development of QJP's property after the institutional buyer purchased property across the street. These discussions have included the potential to share costs of bringing a water transmission line from the Jordanelle area to the proposed City recreation complex and QJP property. There have also been discussions about realigning and sharing costs of a prospective intersection for entry into both the QJP property to the south and City property to the north with traffic control systems. As you

Exhibit J

Letter to Patrick Punt
Re: QJP Response for Distribution to Park City
February 16, 2005

correctly note, QJP property is within the proposed Park City expansion zone. For years, Park City officials have proposed that the entire area be the subject of a master development plan among all property owners at the Quinn's intersection.

QJP asserts that there is a compelling public interest and benefit to jointly plan and share infrastructure costs and work out transportation issues that must be addressed in the near future with the State of Utah.

With these compelling public interests and express public policies of joint planning and the interest in what is perceived as Park City's east entrance, it would be arbitrary and capricious to reject formulation of a master development plan at Quinn's Junction and annexation of QJP property. Further, it would be a waste of public funds not to share in infrastructure improvements in the area.

Utah State Code Annotated § 10-2-402 (b)(1) Annexation Limitations (Contiguous)

The QJP property is contiguous to Park City pursuant to State Law.

State Road 248 lies between the Park City boundaries to the north and QJP property to the south.

No other third party property lies between the properties of Park City and QJP. The State of Utah is a sovereign and has no title to land and is not listed on property rolls at the County.

The property is contiguous where a State road separates the properties of the City and QJP. 49 ALR3d 589; People ex rel Redford v. Burley, 388 P.2d 996 (1964); Beaufort County v. Trask, 5063 S.E. 2d 660 (South Carolina); Bayshore Sanitary District v. Brisbane, 232 Cal. App. 2d 259 (1964).

Further, QJP understands that it is Utah State policy that it is not necessary for the State of Utah to join a petition for annexation under these circumstances. Prior to filing its annexation petition, QJP contacted UDOT and was advised that it is not necessary for the State of Utah to join a petition for annexation. QJP believes on information and belief that Park City has actual knowledge of this policy and has instances within the City where State or Federal Government were not required to annex into Park City nor subject to the Utah State annexation Code.

However, if required and as a condition to finalizing this annexation petition, QJP is willing to include State road 248 in its annexation petition.

*Letter to Patrick Putt
Re: QJP Response for Distribution to Park City
February 16, 2005*

Utah State Code Annotated Section § 10-2-402 (b)(iii) Annexation Limitations.

The staff report indicates that the annexation of QJP would create a peninsula of unincorporated land.

This is factually incorrect, unless Park City admits that its' Rec. annexation petition is also fatally flawed and void. The QJP annexation would merely extend City boundaries consistent with the practices of the City. (See ex. 1 attached and incorporated by reference).

If staffs analysis is correct under this definition and standard, Park City has violated State law per se by filing its own petition for annexation of August 11, 2004, which also created a peninsula of unincorporated land. (See ex. 2 attached and incorporated by reference). Its' annexation would be void as a matter of law.

Further, the City had a duty under its ordinances to have included the peninsula in question within its petition for annexation dated August 11, 2004. (Section 15-8-6 Title 15 LMC Chapter 8 – Annexations).

Hence, it would be arbitrary and capricious for the City to allow annexation of its property under standards and practices that differ from standards and definitions that apply to QJP's property and that are in violation of its ordinances.

The same analysis would apply under staff's observations that annexation of QJP would create an Island. That point is moot if the City rejects the Park City Heights annexation.

Further, because QJP annexation petition was filed prior to Park City Heights petition, it should be considered first. Regardless, it was the annexation of Park City Recreation center that has created the problem in violation of its own ordinance.

Park City is in a position to solve the problem that it claims is created and should not deny QJP's annexation petition on that basis.

The QJP petition is consistent with State law and Park City Annexation policy and criteria.

The staff report does not find nor recommend that QJP's annexation application is inconsistent with policies, specific criteria, or State law. (Section 15-8-1 et seq PCMC)¹ Therefore, failure to accept QJP annexation petition would be arbitrary and capricious.

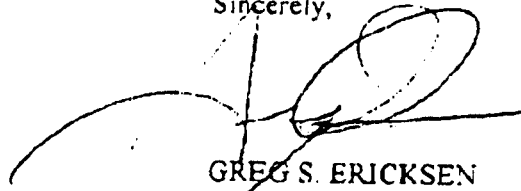
¹The only violations of State law alleged are not valid.

Letter to Patrick Putt
Re: QJP Response for Distribution to Park City
February 16, 2005

Conclusion

Because there are no major impediments to accepting the annexation of QJP, the City should accept the petition subject to a 30 day review process.

Sincerely,



GREG S. ERICKSON
Attorney at Law

Enclosures
cc Tom Bakaly

EXHIBIT 1

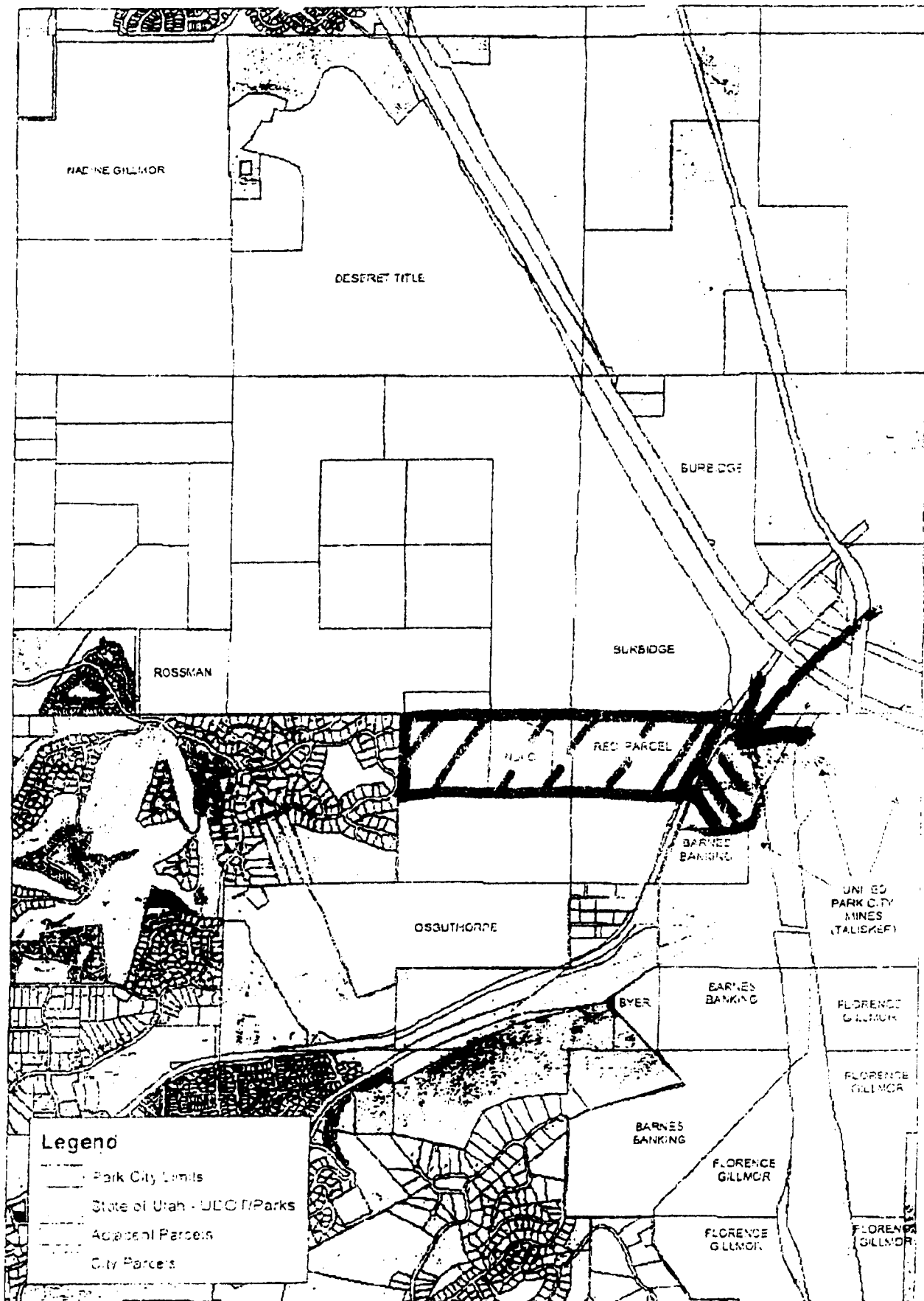
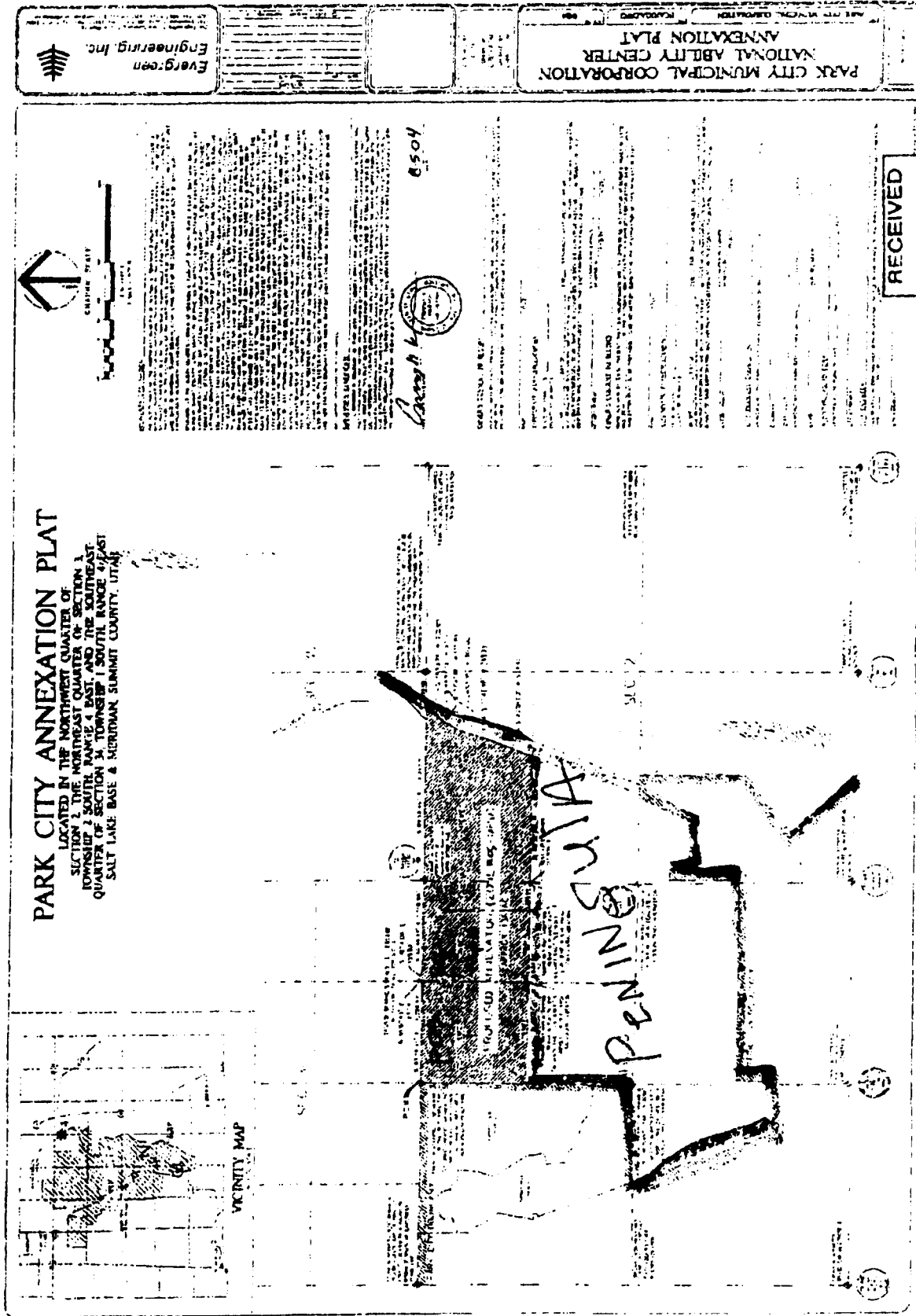


EXHIBIT 2



PARK CITY ANNEXATION PLAT
LOCATED IN THE NORTHWEST QUARTER OF
SECTION 2, THE NORTHEAST QUARTER OF SECTION 1,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, AND THE SOUTHEAST
QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH



8504



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AUG 10 2004

MARK CITY
PLANNING DEPT

PARK CITY MUNICIPAL CORPORATION
NATIONAL ABILITY CENTER
ANNEXATION PLAT

Evergreen
Engineering, Inc.

City Council Staff Report

Author: Jerry W Gibbs
Subject: Recycling Center Relocation
Date: March 10, 2005
Type of Item: Contractual



Public Works

Summary Recommendations:

Authorize the City Manager to sign an "authorization of significant interest" for the MPD pre-application, Subdivision application and the MPD application as the representative of a parcel of land included in the application.

Authorize Staff to execute a professional Service Agreement, in a form approved by the City Attorney, to Summit Design in the amount not to exceed \$30,000 for design of the Recycling and Public Works Storage buildings.

Description:

Background:

Stock Building Supplies (Formerly Anderson Lumber) has decided to move its business from their location on Kearns Boulevard to a location outside of town. The developer, Equiwest, has submitted a redevelopment project called Park Place to develop commercial/retail uses on the property. Equiwest determined it would be beneficial to their layout to include the current city owned property where the recycling center is now located. In return they would trade and provide a larger piece of property of equal value.

The benefits of this project are:

- ❑ Park City is losing a substantial tax base. A new retail area will help offset the revenue loss.
- ❑ Recycling has been growing and needs additional space. This would allow them to configure their space to meet their needs.
- ❑ Public Works would have a separate facility from recycling, freeing up bus bays currently used for storage and minimize conflicts created by a share facility with Recycle Utah.
- ❑ Delays the immediate need to construct additional bus storage bays

Adequate funds to cover the cost of this project will need to be identified.

Analysis:

The Planning Commission will be reviewing the Equiwest pre-MPD application at its next meeting. The application shows the current recycling site as part of the redevelopment project. The developer needs to have an affirmation of significant interest signed by the owner of land involved in the application.

A task force of city staffers has been formed to consider the issues and help coordinate the effort between the Equiwest, Recycle Utah and Park City. Members of the task force are Patrick Putt, Colin Hilton, Alison Butz, Gary Hill, Tim Twardowski and Jerry Gibbs.

A request for a statement of qualifications was advertised in compliance with City policies. The request was either sent, faxed or a personal call was made to invite response from local architects. Two local and one Salt Lake City firm responded.

The results of the submittals are summarized in the table below:

Architectural Firm	Fee	Estimated Bldg Cost
Elliot-Mahoney	6% of Construction	\$40/sq.ft. plus site work
CLC Associates	6% of Construction	\$40/sq ft plus site work
Summit Design	\$75/hour maximum not to exceed	\$40/sq ft plus site work

Proposed combined building size 8800 sq ft

The fee differences are not significant. All three wanted to negotiate their final fee after the preliminary design was completed. The selected firm will need to coordinate with Equiwest and Recycle Utah in the site layout and functionality. All three architectural firms indicated \$40/ sq ft was a bare bones facility. Metal building costs have risen significantly in the last two years. Concrete block may be competitive with metal buildings.

Timing will be essential to meet a construction completion of September 30, 2005. CLC Associates is negotiating with Equiwest to provide their architectural services. A contract with CLC would ease coordination and working out differences should be easier. There could be a perception occurring during conflicts of which client they are representing. All three firms are capable and committed to providing the necessary staff time to complete.

The first step would be identifying the program function of each building use, circulation, review/modify the proposed site plan and develop a preliminary design, site plan and cost estimate. Based on the projected cost and potential revenue sources, the City Council would be asked to approve an agreement to swap properties and authorize funds to build a recycling and public works building on the site or keep Recycle Utah and Public Works in the current building. A move forward vote would require the approval of the land trade agreement, lease back agreement and identify a revenue source to offset the costs at a later date.

Staff is recommending a professional services agreement be approved for Summit Design (Bruce Taylor) in the amount not to exceed \$30,000. The preliminary design, site layout and coordination are estimated at less than \$10,000. Staff would seek authorization of the project prior to proceeding beyond the preliminary phase.

Department Review:

This staff report has been sent for comments to each member of the Task Force.

Alternatives:

F. Approve the Request.

G. Deny the Request.

H. Modify Staff's Request.

I. Continue the Item: This action would have the same impact as Alternative B.

J. Do Nothing: This action would have the same impact as Alternative B.

Significant Impacts:

The City Council has directed staff to pursue opportunities to solve storage issues and use of the current metal building. A land trade is beneficial to both parties. The trade would be contingent on the site layout complimenting both Recycle Utah and Public Works' needs and funding for the project.

Consequences of not taking the recommended action:

The opportunities will be limited to have a desirable location and break even in the value of the land.

Recommendation:

Authorize the City Manager to sign an authorization of significant interest for the pre-MPD, Subdivision and the MPD applications as the representative of a parcel of land included in the application contingent of the land trade.

Authorize Staff to execute a professional Service Agreement, in a form approved by the City Attorney, to Summit Design (Bruce Taylor) in the amount not to exceed \$30,000 for design of the Recycling and Public Works Storage buildings.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 10th day of March, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (ACity@), and Summit Design Group, a Utah corporation (AService Provider@).

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the AScope of Services@ attached hereto as AExhibit A@ and incorporated herein (the AProject@). The total fee for the Project shall not exceed **\$30,000 Thirty Thousand Dollars**.

2. TERM.

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

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

8. INSURANCE.

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

11. NONDISCRIMINATION.

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

12. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

18. TERMINATION.

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

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

22. SEVERABILITY.

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

23. ENTIRE AGREEMENT.

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

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

City Council Staff Report



Author: Brooks T. Robinson
Subject: Mine Waste removal
Conditional Use Permit
Date: March 10, 2004
Type of Item: Administrative

PLANNING DEPARTMENT

Summary Recommendations:

The Planning Department, along with the Chief Building Official, City Engineer, and the City Environmental Specialist, recommend the City Council open the public hearing for the Mine Waste removal Conditional Use Permit, discuss the item and affirm the Planning Commission approval of the Conditional Use Permit. Staff has prepared findings of fact, conclusions of law and conditions of approval for the Council's consideration.

Topic:

Applicant	United Park City Mines Company
Location	Pod B-2, Village at Empire Pass
Zoning	Residential Development (RD) and Recreation Open Space as part of the Flagstaff Annexation Area
Adjacent Land Uses	Deer Valley Resort, other potential development parcels of Pod B-2 at Empire Pass.

Background:

On October 7, 2004, the City received an application for a Conditional Use Permit to remove an estimated 59,000 cubic yards of waste-related material excavated from the Empire Pass (Flagstaff) development area. Most of this material is currently near the Daly West mine in the B-2 pod of the Flagstaff Annexation area. Mine related activity is a Conditional Use in the ROS zone. The material has been found to contain regulated hazardous substances (arsenic and lead) regulated by USEPA under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) under section 104(i).

This project fulfills an obligation of the Mines Soils Hazard Mitigation Plan (Exhibit 1 of the Flagstaff Mountain Resort Large Scale Master Plan). The removal and placement of the material at Richardson Flat (intersection of SR 248 and US 40) will be regulated under a Removal Action Work Plan for Empire Canyon and is part of the closure plan for Richardson Flat, both administered by the US Environmental Protection Agency.

On December 8, 2004, the Planning Commission held a public hearing and took substantial input from residents of the Marsac Avenue corridor and the Deer Valley Drive/Royal Street corridor. The Commission asked for additional material from staff,

including a risk analysis of the two possible routes and the risk associated with the repository.

The Planning Commission received additional materials and public input at their regular meeting of February 9, 2005 (minutes Exhibit D). The Commission approved the Conditional Use Permit with the condition that a revised Construction Mitigation (CMP) Plan be brought back to the Planning Commission for specific approval.

The City Council called up the CUP approval on February 17 for a *de novo* review. As the call-up occurred prior to Planning Commission action on the Construction Mitigation Plan, the draft CMP is attached. If the Council affirms the Planning Commission's approval of the Conditional Use Permit on March 10, 2005, staff will return to the Planning Commission for approval of the Construction Mitigation Plan on March 23, 2005.

Analysis:

A Conditional Use is "a land use that, because its unique characteristics or potential impact, is allowed only if certain measures are taken to mitigate or eliminate the potential impacts." The land use, in this case, is the excavation and removal of regulated mine-related waste and subsequently impacted soil. The potential impact is in the safe routing of the truck traffic and whether this impact can be adequately mitigated.

A Conditional Use Permit is evaluated on the fifteen criteria listed in the Land Management Code (below) for compliance with the four Standards for Review listed in Park City Municipal Code section 15-1-10(D). These standards are:

- (1) The Application complies with all requirements of this LMC;
- (2) The Use is compatible with surrounding Structures in Use, scale, mass, and circulation;
- (3) The Use is consistent with the Park City General Plan, as amended; and
- (4) The effects of any differences in Use or scale have been mitigated through careful planning.

The public discussion and Commission discussion strayed to discussing whether or not the removal was necessary or whether capping the landfill at the Daly West site would be effective or the best solution. To be clear, the only grounds to approve or deny a CUP are based on the Land Management Code.

Since 2000, the Upper Silver Creek Watershed Stakeholders Group has met to develop a protocol for the cleanup of this drainage area. This stakeholders group includes the US Environmental Protection Agency, the US Bureau of Land Management, Utah Department of Environmental Quality, Park City Municipal, and United Park City Mines. The history and technical details are found in the approved Updated Mine Soil Hazard Mitigation Plan, Exhibit 1 of the Technical Reports for the Large Scale Master Plan for the Flagstaff Annexation Area.

UPCM agrees that the location of the mine waste repository should be at the

Richardson Flats site rather than at the Daly West site. The repository would be the permanent location for all regulated waste and impacted soils from the development areas of the annexation area. While the mine excavation is a Conditional Use, a repository or landfill is not allowed by the Land Management Code.

General Plan Compliance

The Policies identified in the Environmental Element of the Park City General Plan include (*staff analysis in italics*):

- Exercise caution when disturbing or developing on soils that may have the potential of containing contaminants from previous mining operations. *The regulated soils contained in the repository were gathered from the developable areas of the Empire Pass/ Flagstaff annexation, not just what was historically located at the Daly West mine.*
- Maintain and enhance the community's water quality. *By removing a potential source of heavy metal contamination from the Judge Tunnel Drinking Water Protection Zone, the community's water supply is protected.*
- Reclaim and re-vegetate closed mining sites and tailings stockpile areas as opportunities become available. *The Mine Soil Hazard Mitigation Plan (Exhibit 1 of the Flagstaff Technical Reports) fulfills this Policy.*

Actions

- Participate with state and federal agencies and local stakeholders to study the entire watershed of the Park City area to determine the overall health of the watershed. Develop strategies to improve the quality of the watershed where necessary. *The City has participated with the Upper Silver Creek stakeholders and has consistently opposed a repository in the watershed.*

Conditional Use Permit Review

The Planning Commission must review the application for a Conditional Use Permit based on the following criteria:

(1) Size and location of the Site

Complies. The current 40,400 square feet repository is located near the Daly West mine in pod B2 of the Flagstaff Annexation area. It is on a 30-degree slope within the headwaters of Empire Canyon. The unit also resides within the Judge Tunnel Drinking Water Source Protection zone, which the City is required to protect and manage (see map, Exhibit F).

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

Complies. The public Marsac Avenue, State Route 224, will serve the site. Depending on the number of trucks, hours of operation and days of operation, the removal may take five to ten weeks (See "Routing" section below).

(3) Utility capacity

Not Applicable.

(4) Emergency vehicle access

Not Applicable.

(5) Location and amount of off-Street parking

Not Applicable.

(6) Internal vehicular and pedestrian circulation system

Not Applicable.

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

Not Applicable.

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

Not Applicable.

(9) Usable Open Space

Not Applicable.

(10) Signs and lighting

Not Applicable.

(11) Physical design and compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing

Not Applicable.

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

Complies. The removal of the material will affect the Empire Day Lodge with noise and construction activity. The hauling of the material on the State Highway will generate traffic and noise along the trucking route as would be expected on a State Highway.

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

Complies. The Construction Mitigation Plan will control the loading and unloading zones and any screening requirements. See the CMP section below.

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

Not Applicable.

(15) Within and adjoining the Site, impacts on Environmentally Sensitive Lands,

Slope retention, and appropriateness of the proposed Structure to the topography of the Site

Complies

The regulated waste repository is currently located in the headwaters of the Silver Creek Watershed which has been deemed impaired by UDEQ for heavy metals and most recently a fish advisory has been issued due to presence of inorganic arsenic found bioaccumulated within trout. As previously stated, the Daly West location resides within the Judge Tunnel Drinking Water Source Protection zone, which the city is required to protect and manage. Specifically, the unit would reside approximately one half mile from the Judge Tunnel portal. As stated by Weston Engineering whom drafted the source protection plan for Park City under "Vulnerability Analysis":

"A natural or artificial (manmade) feature is considered to enhance the vulnerability of the aquifer to contamination if the feature has the potential to transmit fluids to the aquifer more rapidly than would otherwise be expected. Specific features which may increase the vulnerability of the Judge Tunnel aquifer system include faults, drainage channels; surface exposure of the various aquifers intercepted by the Judge Tunnel; and existing mine shafts and adits. From this list it is immediately apparent that all these features are potentially located with the recharge area of the Judge Tunnel aquifer system. Due to the ubiquitous occurrence of faults and drainage channels throughout the recharge area, at to the proximity of the recharge area to the Judge Tunnel, the entire recharge area of the Judge Tunnel aquifer system in the vicinity of Park City is considered vulnerable."

Removal of this material will result in the elimination of a Potential Contaminant Source (PCS) from the watershed and Judge Tunnel Drinking Water Protection Zone to a permanent location that is not prone to a high degree of erosion and is environmentally stable, engineered site, outside of the City limits. Lastly, the elimination of this source alleviates long term stewardship responsibilities as well as regulatory exposure as it relates to human health and the environment.

Other Issues

While the mitigation of the potential impacts (truck routing) is the basis for the Conditional Use Permit, there are other issues of general concern to the community at large: compliance with the Flagstaff Development approvals and Land Management Code, the health and safety aspects of the location of the regulated mine-waste repository and the safe routing of the trucks in removing the regulated waste material. However, staff must emphasize again that the nature of the soils, capping and leaving in place or removal is not subject to the Conditional Use Permit. The question is whether the CUP meets the Standards for Review in the Land Management Code.

Land Use

As stated earlier, this project fulfills an obligation of the Mines Soils Hazard Mitigation Plan (Exhibit 1 of the Flagstaff Mountain Resort Large Scale Master Plan). The repository is a requirement of the US Environmental Protection Agency but does not conform to any land use allowed by the Park City Municipal Code. City procedures for

allowing the landfill to stay in place would be to create a Land Use definition, allow as a Conditional Use or Allowed Use a landfill in certain zoning districts and then rezone the area. In addition, the Mine Soils Hazard Mitigation Plan would also need to be amended.

Conservation Easement

The Remedial Design Areas of Empire Canyon (Figure 1, Sheet 2 of 2 of the Mine Soil Hazard Mitigation Plan Technical Report) include grading, and potential repository location, within the dedicated Conservation Easement area (Exhibit E).

Location of Hazardous Waste Repository

The initial location of the waste repository is near the Daly West mine in the Pod B2 area of the Flagstaff Annexation. The location is situated within a map drainage residing on the old Daly West waste rock pile, on a slope, within close proximity to the Judge Tunnel and at the Silver Creek headwater within Empire Canyon. Park City's Chief Building Official Ron Ivie and Environmental Specialist Jeff Schoenbacher have contributed the following information:

As identified within UPCM Engineering Evaluation/Cost Analysis (EE/CA) the mine waste that will enter the repository contains listed hazardous substances. Specifically, arsenic is listed as a known carcinogen and lead is known to impair neurological development in children and the levels of waste entering the repository exceed USEPA Health Based Risk Standards. Referencing the EE/CA the waste entering this unit will exhibit lead and zinc approaching levels ranging from 27 to 171,000 ppm (USEPA Health Based Risked Standard 400 ppm) and arsenic (carcinogen) ranging from 63 to 29,200 ppm. With that knowledge Park City initially submitted comments in the summer of 2003 to USEPA expressing the City's concerns of inheriting a permanent mine waste repository, thereby expanding the city's long term stewardship and regulatory responsibilities for such a unit. The City's concerns were based on 25 years of the City having to remediate, manage, transport, and in some cases dispose of mine waste as a hazardous waste in the Prospector Soils District, as amended. There is recognition that mine waste that is left in the city limits is inherited by the City and the tax payer, in regards to regulatory exposure associated with human health and environmental impacts. The allowance of a landfill source with arsenic levels approaching 29,200 ppm and lead 171,000 ppm, exposes the City to additional long-term regulatory scrutiny and stewardship responsibilities. As consistently stated, the City does not agree with USEPA that the chosen location of the unit is acceptable. This concern is based on the following:

The proposed location within a mapped drainage pattern is not conducive to a unit that will maintain long term integrity. Furthermore, the unit would reside on a slope which increases the likelihood of the engineering controls being compromised resulting in a breach of the unit. Precipitation events such as the one that occurred July 2004 have a high potential of challenging any

installed cap. The City has also expressed concerns about the engineering controls proposed to address the site's long-term integrity. Reliance is given to when the Daly West mine waste dump was first created (early 1900). Therefore, there is no clear understanding of the liner underlying the designated repository or whether one even exists.

As previously stated the waste repository would reside within the Judge Tunnel Drinking Water Protection Zone which has been defined within Park City's Drinking Water Source Protection Plan (DWSP) which has been approved by UDEQ. The DWSP is required under the UDEQ's Division of Drinking Water regulatory standard found in Utah's Drinking Water Source Protection Rule (UAC, R309-113-6(1)(k)). Within this document compiled by Weston Engineering, the regional faults were identified; one of which is the Daly West Fault Zone. Furthermore the following is stated by Weston:

V-2.3.3 Groundwater Flow to the Judge Tunnel

Clayton (1884) reported that the vast majority of the water entering the mines was derived from faults and fractures. Clayton pioneered the concept that the bulk of the water found along faults was derived from precipitation on the highlands located west of Park City. Precipitation and surface runoff water entered the ground quickly because the entire mass of bedrock was exceedingly fractured or fissile to the extent that all traces of bedding were obliterated; no laterally continuous "heavy" clay beds reportedly exist under the thin veneer of soils to trap or intercept the infiltrated water. Clayton (1884) also recognized that the faults and attendant fractures were filled with water with hydraulic heads closely approaching the highest elevations in the highlands, and the enormous lateral pressures toward the mine workings made water entry "...almost irresistible...". For example, Boutwell (1912) reported considerable flows of water were encountered at depths approaching 200 feet from the ground surface in the Jones Shaft located in the highlands near Bonanza Flat. Boutwell also reported tremendous flows of water into the West Quincy properties located on Bonanza Flat. Clayton (1884) recognized that groundwater recharge areas supplying water to the mines and tunnels closely coincided with the overlying surface watersheds.

Also the plan states in the report:

Early mine maps of the area indicated flows approaching 1,000 gpm were derived from a 6-inch wide breccia zone along this branch of the western extension of the Daly West fault system.

The recharge area located in the highlands to the west, as well as in most of the area overlying the Judge Tunnel where the rocks intercepted by the tunnel are exposed at the surface, is vulnerable to contamination.

Because of these concerns expressed within the city's Source Protection Plan an unlined permanent mine waste facility within the Judge Tunnel Drinking Water Protection Zone is not recommended.

The City has concerns about the engineering controls that have been put in place to assure the site's long-term integrity. Reliance is given to when the Daly West mine waste dump was first created (early 1900). Therefore, there is no clear understanding of the liner underlying the designated repository or whether one even exists. The existence of such a unit exposes the City to long-term regulation and human health exposure. Also, waste left at the headwaters that migrates into PCMC storm water basins and is determined to be hazardous is required to be managed by the City without the luxury of a Beville Exemption for disposal. Long-term responsibility of managing a breach of this unit is not well defined, as the City would have to implement some type of institutional controls to avoid this unit being jeopardized. The City already has the Soils Ordinance as an institutional control and expanding this program would further this responsibility.

Silver Creek has been deemed impaired and is listed on the 303 (d) list for zinc and cadmium, both constituents likely originating from mine tailings. As a result, UDEQ has submitted to USEPA a Total Maximum Daily Load (TMDL) proposal, which will set load allocations and regulatory requirements for contributing sources in order to reduce the pollutant load.

UDEQ has recently drafted a fish advisory for Silver Creek due to elevated arsenic levels found in fish tissue. Also, waste left at the headwaters that migrates into PCMC storm water basins and has the potential to be classified as hazardous and is required to be managed by the City without the luxury of a Beville Exemption for disposal. Long-term responsibility of managing a breach of this unit is not well defined, as the City would have to implement some type of institutional controls to avoid this unit being jeopardized. The City already has the Soils Ordinance as an institutional control and expanding this program would further this responsibility.

The City paid for an independent third-party consultant, AMEC, to review the voluminous documentation relating to the repository (Exhibit A). The conclusions and recommendations are on page 12 and 13 of the report. The Project Manager, Dave Jacobson, states, "the removal of waste to Richardson Flat tailings site or to some other site for treatment and disposal is the most conservative and likely best option for addressing contamination at the Empire Canyon Site."

It should be noted that capping the waste in place does not eliminate the need for trucking. Clay is needed for the cap and is not found on site. Additional trucks will be hauling material uphill with empty trucks returning downhill.

Relocation

Relocating the unit to Richardson's Flats results in the construction of an engineered unit with flat topography and the ability to have a known liner and other controls to prohibit the migration of contaminants. The relocation of this unit outside the city limits, subtracts one item from the environmental regulatory focus list. Keeping the unit within the City, adds to the long-term regulatory exposure and also the already lengthy list of environmental issues to manage. The City currently has several areas that have accumulated mine tailings (Prospector, Park City Dump, Marsac Mill) which has not resulted in less regulatory focus by USEPA or UDEQ.

Long-term the City will also be generating soils impacted with mine tailing waste and will need to be managed and disposed of accordingly. The establishment of a repository within Richardson Flats provides a long-term resource to accommodate this soil. As a benchmark, the Transit Center Project resulted in \$800,000.00 being spent on soil disposal. If the repository existed at that time, the City could have saved a huge portion of this cost and placed this material within the unit.

Routing

The primary route for the hauling will be north on State Route 224 and Bonanza Drive and SR 248 east to Richardson Flats. With an average of one truck every seven minutes, each of these roads has adequate capacity to handle this operation. City Engineer Eric DeHaan has expressed the following opinion:

"Concerns have been raised about the safety of trucks traveling down State Highway 224 from Empire Pass into the Old Town area of Park City. This route is also known as the Mine Road. There has been a history of traffic accidents along this portion of roadway. However, alternative access to and from Empire Pass is less desirable as a travel pattern for the dump trucks and attached "pups" that are proposed for use to haul the waste soils. The only other routes would be Big Cottonwood Canyon in Salt Lake County or Pine Canyon in Wasatch County, or Royal Street in Park City. Of these, the first two have undesirable geometric design and accessibility for truck traffic. Royal Street is less desirable for the downhill truck routing specific to waste soil hauling, in my opinion, than is the Mine Road. Royal Street has very tight-radius turns, with two very tight hairpin curves. This would pose a hazard to oncoming traffic due to the inability of trucks to stay in their lane. Royal Street has no truck escape lane, nor is it maintained by UDOT. Further, it is simply longer than is the Mine Road route, increasing the accident risk, and trucks using Royal Street would pass more residential units than the Mine Road, primarily along Deer Valley Drive between Royal Street and the Roundabout. With the inspection and maintenance protocol proposed by the applicant, in my professional opinion there is less risk to the public from using the Mine Road as a downhill haul route than any alternative, and the risk to the neighborhood around the

Mine Road is not disproportional to typical risks associated with proximity to any busy State highway."

Construction Mitigation Plan

Within the criteria for evaluating a CUP, the question for the Council is whether or not the traffic impacts can generally be mitigated. The City Engineer has also provided a Risk Analysis of Alternative Truck Routing (Exhibit B) that identifies SR 224 (Marsac Avenue) as the preferred route.

It is estimated that 59,000 cubic yards of material will be moved. Using standard trucks with a "pup" trailer, this will necessitate 3,900 trips. Previous plans stating only 300 truckloads was being generated was based on a gross miscalculation of the volume of material by UPCM. The later 700-900 truckload figure was based on using larger volume "belly-dumper" tandem trailers. The Planning Commission recommended a schedule of using 8 trucks (instead of 6), 10 hour days (instead of 8 or 12), six days a week with Sundays off. The current construction hours allowed by the City is from 7am to 9pm on Monday through Saturday and 9am to 6pm on Sunday. This schedule, based on conditions, will take 7 weeks with 88 trips per day. It has been suggested that a "caravan" approach be used, in which all trucks will be loaded and inspected and then travel together with a lead car. If all trucks need to wait until the last one is loaded, tarped, swept and inspected, the number of trips per day will be substantially reduced and the length of the operation will be increased. The applicant will attempt to quantify the length of time this will increase the operation.

It should be noted that CMPs for all the other Empire Pass projects currently require that empty construction trucks travel down Royal Street.

The following Construction Mitigation Plan requirements are in addition to and may supersede the standard CMP requirements of the City Building Department. At the request of the Planning Commission, staff will return on March 23, 2005, for approval of the CMP if the City Council affirms the approval of the Conditional Use Permit.

- All hauling will be on State Route 224.
- Hauling hours will be limited to 10 hours a day, Monday through Saturday. No trips are allowed on Sundays. Grading at the Daly West site may continue on Sundays and within the City's normal construction hours if necessary.
- Eight trucks will be used each day for the hauling operation. Each truck will be equipped with trailer or "pup".
- A staging area, probably at the temporary parking lot near the Empire Day Lodge, will be set up and monitored.

- All trucks will receive a full vehicle inspection by the Highway Patrol prior to being used on the project. The Highway Patrol and Park City Municipal will provide training of drivers. All drivers will be trained regarding the route, speed control on grades and location and use of the truck ramp.
- Drivers without safety training and trucks without current vehicle inspection reports will be turned away.
- Load weight will be controlled based on some calibrated loads that will be weighed at the commencement of the job. The Utah Highway Patrol will spot check weight requirements at the staging area. Loads will be tarped to prevent inadvertent loss of material. All loads will be inspected before leaving the site to insure that all loose material is removed from the outside of the vehicle. All personnel will be trained on proper material handling procedures.
- The job site will be manned by a project supervisor that will be responsible for inspecting all trucks and drivers to insure that only approved equipment and drivers will be used. Loads will be logged by time, truck and quantity and a report will be issued to the City on a weekly basis. The job site supervisor will be provided a phone that will allow him to be in direct contact with the City's personnel who will monitor the job.
- Trucks will be uniquely identified by the use of magnetic signs prominently displayed.
- All trucks will be properly equipped with mufflers and use proper fuels to prevent any significant regulated emissions.
- Compliance with the City's noise ordinance with respect to use of engine brakes will be required.
- All loads will be required to stop at the brake check area located just above the steep grade in the canyon.
- The Park City Police agree to enhance speed control on State Route 224.

Department Review

This project has gone through an interdepartmental review. The Legal, Engineering, Building, and Planning Departments agree with approval of the CUP based on the Construction Mitigation Plan.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record on February 23, March 2, and March 9. Public letters from the Planning Commission discussion are attached as Exhibit C.

Alternatives

1. The City Council may affirm the Planning Commission's approval of the Conditional Use Permit for Mine Waste removal as conditioned or amended, or
2. The City Council may overturn the Planning Commission's approval the Conditional Use Permit Mine Waste removal and direct staff to make Findings for this decision. Denial of this CUP would require that the location of the repository at the Daly West area be zoned to accommodate a landfill, which is not currently allowed within any zoning district in the City. Therefore, staff would need to return to the City Council for amendments to the Land Management Code to allow the necessary Land Use and zoning.
3. The City Council may continue the discussion on the Conditional Use Permit for the Mine Waste removal.

Significant Impacts

There are significant fiscal and environmental impacts from this application as discussed earlier in this report.

Recommendation

The Planning Department, Building, and Engineering Departments recommends the City Council open the public hearing for the Mine Waste removal Conditional Use Permit, discuss the item and affirm the Planning Commission approval of the Conditional Use Permit. Staff has prepared findings of fact, conclusions of law and conditions of approval for the Council's consideration.

Findings of Fact:

1. The Mine Waste removal Conditional Use Permit is located in the ROS and RD-MPD zoning districts.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. This project fulfills an obligation of the Mines Soils Hazard Mitigation Plan (Exhibit 1 of the Flagstaff Mountain Resort Large Scale Master Plan).
4. The Daly West location resides within the Judge Tunnel Drinking Water Source Protection zone, which the city is required to protect and manage.
5. It is estimated that 59,000 cubic yards of material will be moved. Using standard trucks with a "pup" trailer, this will necessitate 3,900 trips. The Planning Commission recommended a schedule of using 8 trucks (instead of 6), 10 hour days (instead of 8 or 12), six days a week with Sundays off. The current construction hours allowed by the City is from 7am to 9pm on Monday through Saturday and 9am to 6pm on Sunday. This schedule, based on conditions, will take 7 weeks.
6. The removal and placement of the material at Richardson Flat (intersection of SR 248 and US 40) will be regulated under a Removal Action Work Plan for Empire

Canyon and is part of the closure plan for Richardson Flat, both administered by the US Environmental Protection Agency.

7. The waste entering this unit will exhibit lead and zinc levels ranging from 27 to 171,000 ppm (USEPA Health Based Risked Standard 400 ppm) and arsenic (carcinogen) ranging from 63 to 29,200 ppm.
8. UDEQ has recently drafted a fish advisory for Silver Creek due to elevated arsenic levels found in fish tissue. By allowing a landfill source with arsenic levels approaching 29,200 ppm, exposes the City to additional regulatory scrutiny for a waste that was not generated by the City.
9. The route for the hauling will be State Route 224, Bonanza Drive and State Route 248.
10. Royal Street has very tight-radius turns, with two very tight hairpin curves. This would pose a hazard to oncoming traffic due to the inability of trucks to stay in their lane. Royal Street has no truck escape lane, nor is it maintained by UDOT. Further, it is simply longer than is the Mine Road route, increasing the accident risk, and trucks using Royal Street would pass more residential units than the Mine Road, primarily along Deer Valley Drive between Royal Street and the Roundabout.
11. Landfills are not allowed in any zoning district within the City.
12. The staff discussion in the Analysis section above is incorporated herein.

Conclusions of Law:

1. The CUP is consistent with the Flagstaff Mountain Resort Master Planned Development, Exhibit 1 Technical Report, and the Park City Land Management Code.
2. The CUP is consistent with the Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. A Construction Mitigation Plan is required prior to commencing operation. This CMP will be reviewed by the Planning Commission on March 23, 2005, if the Conditional Use Permit approval is affirmed by the City Council. In addition to the standard requirements of any CMP, the following elements will be required:
 - All hauling will be on State Route 224.
 - Hauling hours will be limited to 10 hours a day, Monday through Saturday. No trips are allowed on Sundays. Grading at the Daly West site may continue on Sundays and within the City's normal construction hours if necessary.
 - Eight trucks will be used each day for the hauling operation. Each truck will be equipped with a trailer or "pup".

- A staging area, probably at the temporary parking lot near the Empire Day Lodge, will be set up and monitored.
- All trucks will receive a full vehicle inspection by the Highway Patrol prior to being used on the project. The Highway Patrol and Park City Municipal will provide training of drivers. All drivers will be trained regarding the route, speed control on grades and location and use of the truck ramp.
- Drivers without safety training and trucks without current vehicle inspection reports will be turned away.
- Load weight will be controlled based on some calibrated loads that will be weighed at the commencement of the job. The Utah Highway Patrol will spot check weight requirements at the staging area. Loads will be tarped to prevent inadvertent loss of material. All loads will be inspected before leaving the site to insure that all loose material is removed from the outside of the vehicle. All personnel will be trained on proper material handling procedures.
- The job site will be manned by a project supervisor that will be responsible for inspecting all trucks and drivers to insure that only approved equipment and drivers will be used. Loads will be logged by time, truck and quantity and a report will be issued to the City on a weekly basis. The job site supervisor will be provided a phone that will allow him to be in direct contact with the City's personnel who will monitor the job.
- Trucks will be uniquely identified by the use of magnetic signs prominently displayed.
- All trucks will be properly equipped with mufflers and use proper fuels to prevent any significant regulated emissions.
- Compliance with the City's noise ordinance with respect to use of engine brakes will be required.
- All loads will be required to stop at the brake check area located just above the steep grade in the canyon.
- The Park City Police agree to enhance speed control on State Route 224.

Exhibits:

Hard copies available at the Planning Department and report and attachments available on-line as a separate document.

Exhibit A – AMEC Report and background Correspondence relating to the Repository

Exhibit B – Risk Analysis of Alternative Truck Routing prepared by City Engineer Eric DeHaan, P.E.

Exhibit C – Public correspondence

Exhibit D – Minutes from Planning Commission Hearings on December 8, 2004 and February 9, 2005.

Exhibit E – Remedial Grading Plan and Conservation Easement Boundary

Exhibit F – Judge Tunnel Drinking Water Source Protection Zone Map