

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 6, 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; Lloyd
Evans, Chief of Police; Colin Hilton, Economic Development
Director; and Phyllis Robinson, Consultant**

**Bob Wells and Trish Casto, Mountainlands Community Housing
Trust (MCHT)**

1. Council questions/comments. Joe Kernan thanked the volunteers who cleared vegetation from the Poison Creek Trail. Candace Erickson reported that the Historical Society will be moving into its new space and is holding its annual Dungeon Party tomorrow night. Recycle Utah held its board meeting where the rising costs in energy were considered. RAB met on Tuesday night to prioritize recently discussed projects and will return to Council shortly. She thanked Tom Bakaly and the Mayor for their testimonies before the U S House of Representatives subcommittee on the Gambel Oak issue. Marianne Cone also expressed her appreciation and congratulated Ms. Erickson on her appointment to the ULCT Board of Directors. She asked for information on the delayed response to a fire alarm at the Santy Auditorium last Friday. Chief Lloyd Evans understood there was a concurrent medical emergency at The Yarrow. The Fire District reports response time to the alarm at 8.5 minutes and Fire Chief Kelly Gee reminded him of their plan to build a station in Holiday Ranch to increase the number of response units in Park City. There was discussion about the Historic Tour scheduled tomorrow including members of the City Council, Planning Commission, and Historic District Commission.

Kay Calvert announced her decision to pull out of the campaign because of an illness in her family. The Mayor expressed his regret in accepting her resignation and stated that he will miss her wit, intelligence, charm, and sense of humor and added that Council member Calvert has been very effective during her tenure.

Dana Williams commented on the trip to Washington DC and partisan politics. He commended Congressman Rob Bishop's participation at the hearing and his commitment in protecting Park City's interests. He suggested powering the Zamboni at the Sports Complex with wind power which is feasible, but explained that wind turbines are 59 feet high. He asked for Council support for staff to explore this option. Colin Hilton suggested scheduling a work session on wind and other energy alternatives like solar panels for the Sports Complex. Jim Hier felt that providing long term savings is important and expressed that he favors solar power. He feared the precedence of the City installing a 59 foot wind turbine at this point in time. In response to a comment made by Marianne Cone about snow covering solar roof panels, Mr. Hilton explained

that the flat roof is good because the panels will not be visible and can be rotated. She spoke about the use of wind power in Scotland.

2. Meeting questions/comments:

Loan extension to MCHT. Phyllis Robinson explained that on December 2004, the City extended a loan of \$100,000 at a rate of 3% interest to MCHT as part of the construction loan package for The Line Condominiums on Deer Valley Drive. There are representatives from MCHT in attendance to answer questions on the project and she added that the construction seems to be back on track. Zions has extended the construction loan through January 31, 2006 and the City is being asked to do the same. The plat was approved by Council last month and its recordation allows the sales agreements to proceed. Jim Hier brought up the option of capping the sales prices, which was an option included in the staff report.

Board member Bob Wells explained that MCHT is not intending to increase prices and only plans to cover its costs. He believes everyone has the same goals. Mr. Hier asked if the January 31 date is realistic. There was discussion about replacing contractors on the job and the delay of progress on a unit due to a waterline problem. Mr. Hier again asked if the project will be completed on time. Bob Wells wasn't sure if this unit will be finished by January, but didn't believe this would interfere with the sale of other units. There are still some unknowns with regard to a final sales price but costs should be in place in a couple of weeks. Trish Casto relayed that the latest price estimates are \$83,800 to \$163,500. Phyllis Robinson suggested that staff return to Council with firm price commitments or shortening the extension period pending the final sales price. Joe Kernan pointed out the challenges of employing contractors and workers to complete projects, and felt the prices are great and serves a great need in the community. Bob Wells didn't believe a 5% cap would be problematic. Dana Williams invited anyone in the audience to comment on this project.

Harvey LaPointe, 537 Deer Valley Drive, stated that it is important that the City extend the loan. He viewed Council's roles this evening as being to protect taxpayers' money, to fulfill efforts in affordable housing, and to act as an agent for the 22 buyers who have been waiting a very long time for the project to be completed. He is not here at the request of any of these folks, but is here because of them. He agreed with Mr. Kernan about the latest prices, but noted that if we were expecting to buy a condominium at the original price, we wouldn't be very happy today. Additionally, in the beginning, buyers may have had other options but since that time, real estate prices have significantly escalated and people are cautious about approaching MCHT with their concerns. He believes MCHT has done a good job with regard to managing affordable housing rentals, but this project is a mess. Mr. LaPointe detailed the lack of progress on the project and pointed out that he observed that the only occasions where a reasonable

number of workers appeared at the site coincidentally relates to the timing of review by the Planning Commission and this week, the extension of the loan. At this rate, he felt confident that another loan extension will be requested in January which is ridiculous. He encouraged the City and Zions to pressure MCHT to complete the project.

Joe Kernan stated that he knows many of the buyers. It may be unrealistic to expect to get quality, affordability, and availability in one product. He felt that putting pressure on MCHT may not accomplish much as they might be doing the best possible job possible. There isn't any evidence that they are at fault for the delays and builders are experiencing difficulty in finding construction employees, especially now that the ski resorts are gearing up. Jim Hier emphasized that Mr. Kernan's comments should not be considered as the opinion of Council members. He is not going to attempt to make any excuses for the poor management of the project. Marianne Cone agreed. The City Manager indicated that this item can be moved off the Consent Agenda and placed under New Business to discuss placing a price cap.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 6, 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, October 6 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; Kirsten Whetstone, Planner; Patrick Putt, Planning Director; Colin Hilton, Economic Development Director; Eric DeHaan, City Engineer; and Kathy Dunks, Water Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. City Council disclosures - Marianne Cone disclosed that she is a resident of Prospect Street, but will be voting on Item 2 under New Business. Candace Erickson stated that her husband is an employee of Stantec Consulting, but he is not associated with the Prospect project. Joe Kernan announced that both Park City Municipal Corporation and MCHT are recycling customers of his.

2. Farm trails - Craig Sanchez explained that the upper trails at the Farm will be cleared and graded to prepare the trails for track skiing. The Friends of the Farm have been notified.

3. Mine Road - Ron Ivie reported that the Mine Road will be opened next Wednesday and moving the material from Empire Pass will conclude in approximately a week. To date, there has been only been one citation associated with the project's safety program. He explained that the increased monitoring also identified unsafe vehicles unrelated to the hauling project, which helped the overall safety of the City. On another issue, Mr. Ivie reported there will be some activity at 801 Park Avenue which has been authorized by the City.

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

The Mayor invited the public to comment.

1. Talisker mine tailings project - Bill Hummer, 32 Prospect Avenue, spoke about the safety concerns he and others expressed at meetings on hauling mine tailings from Empire Pass. He specifically congratulated Eric DeHaan and Ron Ivie for implementing the safety plan, also pointing out that Chief Evans made sure his officers adequately policed the area and that the drivers were trained. The City and Talisker did everything possible to manage project and he extended his appreciation to all.

2. Literary Festival – Elizabeth Swank thanked the City for its help in this first year event. She specifically recognized Max Paap for his guidance and support and she is looking forward to planning next year's event. She encouraged grass root efforts which should not be discouraged by negativism.

3. Glory Hole glass studio:

Elizabeth Swank emphasized Park City Arts Council's continued support of the Glory Hole proposal. She felt that a hot glass studio would make Park City unique and referred to comments made by naysayers. Ms. Swank outlined the cultural benefits of the proposal. Marianne Cone felt this the glass studio is a great idea and hasn't heard any negative comments.

Peter Roberts, Glory Hole, stated that his proposal will bring cultural tourism, provide a destination studio, and will be an economic driver for Park City. He spoke about the higher education component and creating employment opportunities. With regard to his bid, he pointed out that he has raised capital and the improvements will be paid for by him. He has spent over \$1,000 of his own money and applied for a SBA loan and the bankers indicated that his application was too conservation. He hoped to have the Bertinelli's as neighbors, which is possible with his deal. He read letters of support from Felix and Karen Saez, Kim McGuire, Edward F. Patterson III, Hilary Reiter, Stephen Edwards and Eric Mosher.

Rich Wyman, resident, expressed his support of David and Rachel Bertinelli's offer to purchase the Woodside house. They're great people and he would hate to see them leave after renting the residence for ten years. He hoped something can be worked out.

Liz Peet, resident and Glory Hole agent, stated that the hot glass studio is a wonderful opportunity to develop the Watts property to its best while letting the Bertinelli's occupy the Woodside house. Its presence would be monumental in the *Glass World*.

Mike Sweeney, stated that his family supports Peter Roberts' glass studio and if parking becomes an issue, they would offer the use of the Town Plaza parking as a way of accommodating the project. It is in the community's best interest to have a project like this.

Andrew Stack, neighbor of Peter Roberts, felt a community-oriented project is important and appropriate.

Constance Tyler, real estate agent and Utah resident, expressed her support of the Glory Hole project on the Watts property which would compliment the City by way of attracting visitors.

David Pegler, resident, expressed his support of Peter Roberts and relayed it is an opportunity for Park City.

Paula McGee, resident, agreed with prior comments and supports the project.

Eric Goodlif, resident, stated that he is a commercial real estate broker and was an investment banker and supports the project.

Tom Humes, resident, read a letter from his wife, Lisa Humes, who felt that the Glory Hole proposal has far more to offer Park City than traditional restaurants or retail. The letter affirmed the proposal's financial feasibility, and that the lack of current funding should be cause for rejecting his bid. Mr. Humes expressed his support mainly based on educational and redevelopment benefits.

Matt Dacra, Old Town resident and architectural student, stated that he is working on a horse hospital in Silver Creek which is the only facility of its kind in 500 miles, not unlike the Glory Hole. A whisky distillery or a clubhouse for Promontory members are not as appropriate.

4. Green building guidelines – These comments were made among the testimonies on the Glory Hole project, but appear here for ease of reference. Diane Murphy, Leadership Class XI, thanked Council for passing a resolution in support of green building. She spoke about a meeting with building officials, representatives of the Home Builders Association, Recycle Utah, and the Snyderville Basin Planning Commission to establish voluntary building guidelines for the County. These should be available sometime in the spring and she thanked City staff for participating.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF SEPTEMBER 22, 2005

Kay Calvert, "I move to approve the work session notes and minutes of the meeting of September 22". Jim Hier seconded. Marianne Cone disclosed that she will be abstaining since she was not in attendance. Motion carried.

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

V CONSENT AGENDA PUBLIC HEARING

1. Continuation of hearing on Ordinance amending the Municipal Code, Title 12, Sign Code (motion to continue to October 27, 2005) – Candace Erickson, “I move to continue the hearing on the Ordinance amending the Municipal Code, Title 12, Sign Code to October 27”. Marianne Cone seconded. Motion carried unanimously.

2. Continuation of hearing on an Ordinance approving a final subdivision plat for Finnegan's Bluff Subdivision located at 760 Saddle View Way, Park City, Utah – Kirsten Whetstone explained that the Finnegan Bluff Subdivision consists of six single family lots on 6.4 acres, located at the end of a cul-de-sac off of Saddle View Way and the parcel is above the existing Saddle Condominiums. It is zoned RD and located within the Sensitive Lands Overlay District. Single family dwellings are considered an allowed use in the RD and the site is currently vacant. The Planning Commission reviewed a sensitive lands analysis for the property, including studies on density, steep slope, ridge line, fire protection, and wild life habitat. There is a sensitive ridge on the parcel, identified in the Sensitive Lands Map which is highly visible looking west from Park Meadows and Holiday Ranchettes. The ridge is not highly visible from the SR224 entry corridor with the exception of the area between Saddle View Way and Thaynes Canyon Drive. The Sensitive Lands Ordinance requires that there be no construction impacts within 150 feet of either side of a sensitive ridge. Ms. Whetstone noted that the applicant has demonstrated that the houses can be located on each lot in a manner that does not negatively impact the ridge line and sensitive slope areas as viewed from the Park City Golf Course. There are specific height limitations in terms of USGS elevations indicated on the plat at each building setback corner. She explained that at the time of a building permit, there would be site specific visual analyses conducted by the lot owner and submitted with the plans which further demonstrates that the house meets the requirements of the sensitive lands. The base density was a result of the sensitive lands analysis, resulting in 6.27 dwelling units and the Planning Commission conducted public hearings on June 8, July 27, and September 14 and forwards a positive recommendation according to the findings of fact, conclusions of law, and conditions of approval as outlined in the Ordinance.

In response to a question from Candace Erickson, Ms. Whetstone responded that the City heard early on from Windrift Condominiums but the Saddle Condominium HOA followed the process through to the September 14 meeting. There is language in the declarations that provide for separate home owner associations and maintenance of the private road. Ms. Erickson expressed concern about intrusions to the ridge line as the project is built, and Ms. Whetstone displayed the computer generated renderings of the site component. There will also be a plat note, “*prior to individual building permit*

insurance, the site specific visual analysis shall be conducted by the lot owner and

height limitations identified on the plat, or as otherwise approved during the site specific visual analysis." Mayor Williams spoke about a formula where projects are moved away from the ridge at a distance relating to the elevation. Ms. Whetstone stated there is a vertical and horizontal measurement in the LMC and through illustration of renderings discussed where the rooftops are located. The Mayor opened the public hearing and with no input from the audience, closed the public hearing.

3. Ordinance approving a final record of survey plat for the Lookout at Deer Valley, located at 6601 Royal Street West, Park City, Utah – Patrick Putt explained that the project contains 35 condominium units on a 45 acre parcel in the RD Zone. The applicant is seeking approval which consists of duplex and detached single family structures. The Planning Commission approved the MPD on July 7, 2005 and the Development Agreement on September 14, 2005. The plat identifies private, common and limited common areas and provides all necessary easements and rights-of-way. The project is consistent with the approved MPD and he explained the relocation of one of the access points to provide improved sight lines. He described the 32 foot high retaining wall, which the Commission determined to be generally consistent with the original MPD approval. Any resulting visual impacts would affect the residents of the project.

In response to a question from the Mayor, Mr. Putt indicated that there has been very little public input on the project. Mark Harrington interjected that the project stems from an annexation agreement some time ago and has vested rights. The applicant agreed to a sensitive lands review process which resulted in a more compliant product. He explained that the plat reflects the residential units, 82% open space, and construction is within the limits of disturbance. The Mayor opened the public hearing and with no comments, closed the hearing.

4. Ordinance approving a final record of survey plat for The Spiro Condominiums Cottages "1" – "22", located at 1825 Three Kings Drive, Park City, Utah – Kirsten Whetstone explained that this application relates to the Spiro Tunnel MPD, CUP and annexation agreement. The MPD consists of 22 cottages, one single family residence with a guest house, 75 condominium units, and 14.5 commercial unit equivalents of office retail with employee housing units. The plat identifies private, limited common, and common areas within the project and recordation enables the sale of individual cottage units. There are 22 residential units, eight individual units, and 14 paired units on a private street with associated driveways, garages and common area. The Planning Commission forwarded a positive recommendation on September 14 and staff recommends adoption of the Ordinance, as drafted. The Mayor opened the public hearing, and with no comments from the audience, closed the public hearing.

Ms. Cone asked for clarification of the phrase "*substantially consistent*" and Ms. Whetstone explained that in this case there was a slight change from the MPD with regard to removing an easement. The City Attorney interjected that another reason for providing some flexibility is because the project is being platted before construction is complete, and there are always anticipated minor modifications.

VI CONSENT AGENDA

Jim Hier, "I move we approve Consent Agenda Items 1 through 5". Candace Erickson seconded. Motion unanimously carried.

1. Ordinance approving a final subdivision plat for Finnegan's Bluff Subdivision located at 760 Saddle View Way, Park City, Utah – See staff report and public hearing.
2. Ordinance approving a final record of survey plat for the Lookout at Deer Valley, located at 6601 Royal Street West, Park City, Utah - See staff report and public hearing.
3. Ordinance approving a final record of survey plat for The Spiro Condominiums Cottages "1" – "22", located at 1825 Three Kings Drive, Park City, Utah - See staff report and public hearing.
4. Appointment of election judges for the Municipal General Election to be held November 8, 2005 - See staff report.
5. Ninety-day loan extension to Mountainlands Community Housing Trust for The Line Condominiums affordable housing project, located at 555 Deer Valley Drive, Park City, Utah – See staff report and work session notes.

VII NEW BUSINESS

1. Authorization to City Manager to execute a Utah Power & Light General Service Contract, in a form approved by the City Attorney, for the Park City Ice Arena and Sports Complex – Colin Hilton explained that this contract provides for Utah Power & Light to install over \$80,000 worth of infrastructure and support supplies for the necessary power for the Sports Complex. The City is not required to pay upfront and the minimum annual payment is \$16,275 plus 80% of the scheduled billing. The annual budget for electricity is estimated at \$85,000, which is based on costs from single sheet facilities. This approach is a commitment to an operating formula whereby UP&L allocates 20% of the billings toward covering its capital costs. Mr. Hilton emphasized that the City is billed for usage and there are no consequences if energy-saving options are utilized. Kay Calvert, "I authorize the City Manager to execute a Utah Power & Light

General Service Contract, in a form approved by the City Attorney, for the Park City Ice Arena and Sports Complex

2. Authorization to City Manager to execute an agreement, in a form approved by the City Attorney, with Stantec Consulting Inc. for design and construction management services related to reconstruction of Prospect Street in an amount not to exceed \$163,250 – Eric DeHaan explained that staff is working on 2006 capital projects identified in OTIS, which is about half way complete. The Council has budgeted \$1.2 million for the reconstruction of Prospect Street and the Snyderville Basin Water Reclamation District will also be making improvements in tandem. The water system will be reconstructed and storm drains will be installed. The street will be reconstructed, parking areas improved, and sidewalks will be installed linking Prospect Street with the realigned Marsac Avenue intersection. The City Engineer noted that this is an engineering contract providing survey, design, and construction management services. The City formed a panel involving stakeholders who reviewed four different proposals and unanimously selected Stantec as being the most qualified. Stantec performed the upper Park Avenue, King Road, and Woodside reconstructions. Staff feels the bid is appropriate and recommends approval. In response to a question from Kay Calvert, Eric DeHaan clarified that the \$163,250 is part of the \$1.2 million. There will be another bid process conducted for the construction. Marianne Cone thanked Bill Hummer and Phil Hughes for serving on the committee.

Bill Hummer, 32 Prospect Avenue, emphasized the need to support this request. He felt properties will be better managed and maintained when the street is improved. The team concept and communication process worked well and information was disbursed to the neighborhood.

Kay Calvert, "I move to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Stantec Consulting Inc. for design and construction management services related to reconstruction of Prospect Street in an amount not to exceed \$163,250". Marianne Cone seconded. Motion unanimously carried.

3. Authorization to City Manager to execute an agreement, in a form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed \$158,900 – Kathy Dunks explained that Carollo responded to the RFP for design services and submitted a proposal to use UV disinfection technology in lieu of filtration. The apparatus is attached directly to the pipe. There still may be a need for a small chemical building but not a water treatment facility. In response to questions from Council member Kernan about actual savings, Ms. Dunks responded that capital costs will be cut at least by half. A filtration project was estimated at \$1 million and this equipment is estimated at \$390,000. It is hoped that this estimate will be reduced, but there are some unknowns

with regard to dealing with the state on the bi-lateral compliance agreement. She indicated that she has no figures on the operating side. Ms. Dunks felt confident that there will be no conflicts with new regulations which may be enacted, and added that Park City will be the second city in the nation using the UV disinfection application. Jim Hier complimented Ms. Dunks in pursuing this great project.

Marianne Cone, "I move to authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed \$158,900". Jim Hier seconded. Motion unanimously carried.

VIII ADJOURNMENT

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

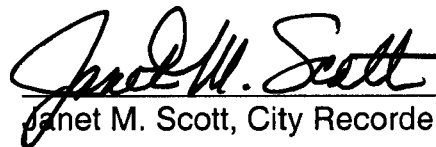
MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss property". Marianne Cone seconded. Motion carried unanimously. The meeting opened at approximately 5:30 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

City Council Staff Report



Planner: Kirsten Whetstone
Subject: FINNEGAN'S BLUFF SUBDIVISION
Date: October 6, 2005
Type of Item: Final Subdivision plat

PLANNING DEPARTMENT

RECOMMENDATION

Staff recommends the Council conduct a public hearing and approve the Finnegan's Bluff Subdivision plat according to the findings of fact, conclusions of law, and conditions of approval as outlined in this staff report.

DESCRIPTION

Project Name: Finnegan's Bluff Subdivision
Project Planner: Kirsten Whetstone
Representative: Brooke Hontz and Jeff Graham with Jack Johnson Company
Location: 760 Saddle View Way
Zone: Residential Density (RD) and Sensitive Lands Overlay (SLO)

BACKGROUND

The Finnegan's Bluff subdivision consists of 6 single family lots on a 6.4 acre parcel at the end of a long private cul-de-sac (Saddle View Way) above the existing Saddle Condominiums. The property is zoned Residential Development (RD) zone and is within the Sensitive Lands Overlay. Single family dwellings are an allowed use in the RD zoning district. There is an existing informal dirt road/trail crossing the property, but there are no existing structures on the site.

On February 15, 2005, the applicant submitted a request for a special meeting in front of the Planning Commission to discuss the viability of a 7 lot subdivision at 760 Saddle View Way. Based on the Planning Commission discussion on March 23, 2005, the applicant revised the plat from 7 lots to 6 lots varying in size from 10,680 sf to 25,016 sf. An open space parcel of 3.7 acres is proposed. The applicant proposes to dedicate this open space parcel to the City for use as passive open space.

On April 18, 2005, the applicant submitted a request for a six lot subdivision, including a sensitive lands analysis (Exhibit A). An MPD application was not required, as the subdivision consists of fewer than 11 lots (Section 15-6-2).

On June 8, 2005, the Planning Commission held a public hearing to receive input on this subdivision plat. Issues raised by the public included maintenance of Saddle View Way, trail connections through the site with a request that no trails be proposed that connect to the Holiday Ranchettes Subdivision, and concerns about wildlife in the general area. At the June 8 meeting, the Commission discussed the density determination and reviewed the preliminary visual analysis.

The Planning Commission continued the public hearing to July 27, 2005, at which time the Saddle Condominium Association representative expressed concerns about

information implying that an agreement had been reached between the Saddle HOA and the subject property owner. The Saddle HOA representative also expressed concerns about the visual analysis for Lots 5 and 6. The public hearing was continued to the September 14, 2005 meeting, at which time the Planning Commission forwarded a positive recommendation to approve the subdivision plat.

ANALYSIS

Six single family lots ranging in area from 10,680 sf to 25,016 sf are proposed on the site, with access from Saddle View Way, a private street. A private cul-de-sac street is proposed to access these lots. The private street is approximately 460 feet in length from the center of the cul-de-sac to the end of existing Saddle View Way. The second point of access, Jupiter View Drive is approximately 900' from the existing end of Saddle View Way.

The applicant has submitted a fire protection plan to address fire and emergency access given the length of the cul-de-sac. Staff recommends as a condition of approval that a final fire protection plan be approved by the Chief Building Official prior to recordation of the plat and that any pertinent notes, such as requirements for residential fire sprinklers, be included on the plat. Finnegan's Bluff will also be responsible for snow removal on Saddle View Way.

The applicant submitted documentation of a reserved easement for utilities and access to the property through the Saddle Condominiums property, as well as a recorded 50' right-of-way along Saddle View Way from Hwy 224 to the Saddle Condominiums property line through the Windrift Condominiums, as reflected on the title report (Exhibit B). These easements and the right-of-way are referenced on the subdivision plat as notes.

The Snyderville Basin Water Reclamation District has met with the City regarding the utility easements and have indicated to staff that they intend to procure any specific easements that they need, above and beyond those already dedicated. Staff has included a condition of approval that the SBWRD shall approve the utility plan as it relates to the provision of sewer service and shall sign the plat prior to recordation of the plat. No building permits shall be issued until the plat is recorded and all public improvements are substantially complete.

There is a ridgeline running through the property. This ridge was designated a "sensitive ridge" at the time the Sensitive Lands Overlay Ordinance was adopted. This ridge is most visible from Park Meadows (looking west) and along HWY 224 between Saddle View Way and Thaynes Canyon Drive (looking east between buildings). In other locations this ridge is hidden from and/or subordinate to other ridges and mountain back drops.

The location of the lots low on the hillside as well as the proposed height limitations, as shown on the plat at each building pad corner, are necessary to not only prevent roof lines from projecting above the sensitive ridgeline, but also to prevent roof lines from projecting onto the sensitive slope area. The houses will not be visible over the ridgeline from Park Meadows or Holiday Ranchettes Subdivisions, as conditioned.

The ridgeline area is not highly visible from Hwy 224 at the Osguthorpe Barn, Meadows Drive, the Olympic art work entry feature, or the Holiday Ranch Loop intersection. The

ridgeline is not visible from the Park City golf course vantage point per LMC Section 15-2.21-3(A)(4), due to the Hotel Park City and several large evergreen trees. This information was presented by the applicant at the first meeting and the Planning Commission concurred that the intersection of Thaynes Canyon Drive and Hwy 224 was an appropriate vantage point to use in the preparation of the detailed visual analysis of the property.

In the recent month, Planning Staff has studied this stretch of the entry corridor and provided photographs (Exhibit C) to document that the ridgeline area in question is not highly visible from Hwy 224, except in a few places between buildings and at the Hwy 224 intersections with Saddle View Way and Thaynes Canyon Drive.

The area within 150' on either side of the ridgeline is considered to be a sensitive ridgeline area. The 162,858 sf open space parcel, incorporating the sensitive ridgeline area, is proposed to be dedicated to the City as perpetual open space for passive recreational uses.

The majority of the parcel is sloped between 0 and 30 percent with a few small sections of very steep slope areas (greater than 40% slope). Some of the steeper sloped areas are the result of previous disturbances.

Vegetation on the site is primarily indigenous sage, and gambel oak. No wetlands vegetation was observed. There are no designated stream corridors within the property. Songbirds, raptors, and a number of small mammals have been observed on the site. Deer, moose, and elk also frequent the site.

The 6.4 acre site is an infill parcel with zoning (RD) that allows single family residential development at a base density of 3-5 units per acre (19 to 32 units). The proposed density of 6 units (0.94 units per acre) is the result of the sensitive lands overlay ordinance, as described below.

The following issues were discussed at the previous Planning Commission meetings and have either been resolved or are addressed in the conditions of approval.

- **Water.** Water service to the property currently comes from the Thayne's Canyon Tank above Spiro. Because the property is located on a dead-end line it makes it difficult for the City to provide water service to the property, especially a large number of units, without significant upgrades to the water system. When complete, the current upgrades (current construction on the property) to the water system in this area, will help provide additional fire flow. The City Engineer has indicated that a utility plan addressing the water issues will need to be approved prior to recordation of any subdivision plat, as a condition of approval. The applicant's preliminary utility plan shows a proposed 8" water main from the 10' main along the north property line to be looped through the site and connected in to an existing water main in Saddlevue Way.
- **Utilities.** Saddlevue Way is a private road providing access to Saddle Condominiums and Windrift Condominiums. The Saddle Condominium Declaration of Condominium includes language regarding reservation of a non-exclusive easement for utilities, egress, and ingress. The SBWRD (Snyderville Basin Water Reclamation District) has indicated that they prefer a dedicated sewer easement to serve the subject property, as well as dedicated easements

throughout the subject subdivision. SBWRD has indicated to staff that they will secure their own easements, prior to approving the utility plan or signing the plat. Storm drainage detention is also required and shall be part of the utility plan. Staff recommends a condition of approval that the utility plan be submitted for review and approval by the City Engineer prior to recordation of this subdivision plat. A preliminary utility plan and drainage plan has been submitted.

- **Trails.** A trail easement shall be shown on the open space parcel in an approximate location to connect the Snow Creek Crossing trail to the City owned property northwest of the Finnegan's subdivision. A trail easement is required across Lot 6, within the existing utility easement, to secure this trail connection. No trails or easements are proposed to connect to any lot within the Holiday Ranchettes Subdivision.
- **Access.** Saddlevue way is a long privately owned cul-de-sac providing access to a number (16 Saddle Condos and 32 Windrift Condos) of residential units (approximately 900 feet long measured from the intersection with Jupiter Drive). The applicant is proposing to extend the street an additional 200 feet to accommodate the proposed development. There is language within the Saddle Condominium Association CCRs and Declaration, recorded at Summit County, providing reservation of access for ingress, egress, and utility extensions for the subject property. The recording information is indicated on the subdivision plat. The City does not provide maintenance or snow removal on Saddle View Way. The County Assessor's plats indicate a 50' right-of-way from Hwy 224 to the Saddle Condominium property. This right-of-way is listed in the title report for the Finnegan's property and is also shown on the recorded Windrift Condominium plat. The right-of-way extends from HWY 224 to the Saddle Condo property line and crosses 4 separate parcels. This right-of-way is not a dedicated public street.
- **Fire Protection Plan** The applicant has met with the Building Department to discuss a fire protection plan. The final fire protection plan will need to be approved by the Chief Building Official and Fire Marshall, as a condition precedent to issuance of any building permits to ensure that access to the property and type of construction are consistent with requisite International Fire Code requirements. The fire protection plan proposes that wood shake roofs be prohibited, no wood burning fireplaces be allowed, modified 13-D residential fire sprinkler systems be required, and a fire department connection served by a 4" line on for Lots 5 and 6 be constructed as part of construction of the homes. The plan also requires a wildfire protection and defensible space plan to be included with each landscape plan at the time of building permit application for the houses.
- **Sensitive Lands Ordinance.** This proposed development is within the Sensitive Lands Ordinance Overlay district and required Planning Commission review and approval of a Sensitive Lands review for compliance with the Sensitive Lands Ordinance, including steep slope review, ridgeline protection, view corridor mitigation, wetland study, fire protection, wildlife habitat and a

hydrological report. The applicants have revised the building locations from the initial meeting to locate the houses so that they do not break the ridgeline when viewed from LMC designated vantage points (see sheet S6 of the revised plans). The applicant has also demonstrated that the houses would not impact the ridgeline area as viewed from those same vantage points.

The visual analysis photos, used to determine height restrictions, were taken from the parking lot at Hotel Park City at the entrance off of Thayne's Canyon Drive at elevation 6830'. The site is obscured by the large evergreen trees when viewed from the "club house location" as stated in the LMC. Specific height limitations are identified on the plat at the setback corners of each lot. Staff recommends a condition of approval that prior to issuance of a building permit for any lot that a site specific visual analysis be conducted to verify that the house will not impact the ridgeline area (see Condition #10). The applicant provided a wildlife report as well.

- **Density.** The proposal is for 6 single family lots on a 6.4 acre parcel (0.94 units per acre). Based on the Staff analysis, the allowable density is 6.27 units taking into consideration the SLO review regarding slope, sensitive ridgeline areas, and density transfers (utilizing the RD zone range of density of 3 to 5 units per acre), and the size of the property. No bonus density is included in this calculation. Because the number of units proposed is less than 10 (the MPD threshold) 3 units per acre was used in the SLO density calculations resulting in a density of 6.27 units. An MPD would allow the density to approach 5 units per acre resulting in a density of 10.53 units (generally for a smaller, connected multi-family, townhouse type of unit).

Based on the analysis, Staff has determined that the proposed density of 6 units for this 6.4 acre site is appropriate and the site is suitable for this density based on the following conditions as outlined in LMC Section 15-2.21-5:

1. The overall development density of parcel is compatible with that of adjacent properties and developments.
2. The architecture, height, building materials, and other design features of the development in the receiving area, as conditioned, are compatible with adjacent properties or developments.
3. The applicant agrees to adopt appropriate mitigation measures, such as landscaping, screening, illumination standards, and other design features as recommended by the Planning Department to buffer adjacent properties from the additional units.

DEPARTMENT REVIEW

This project and the staff report were reviewed at the interdepartmental staff review. Staff involved in this review included planning, engineering, building, legal, public works, and the water reclamation district. Issues raised included requirements for access and utility easements, trails, fire and emergency access and protection, storm drainage, sensitive lands review. These issues have either been resolved by the applicant at this time, or have been addressed by the conditions of approval.

NOTICE

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

ALTERNATIVES

- A. The City Council may approve the subdivision plat with the conditions stated, or modify the conditions, or
- B. The City Council may deny the subdivision plat and direct staff to prepare findings supporting this recommendation, or
- C. The City Council may continue the discussion to a later date.

SIGNIFICANT IMPACTS

There are no significant fiscal or un-mitigated environmental impacts resulting from this subdivision plat approval, as conditioned. A 3.7 acre open space parcel will be dedicated to the City for passive recreation and trails, upon recordation of the plat.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

The property would remain a metes and bounds parcel.

RECOMMENDATION

Staff recommends the City Council conduct a public hearing, consider any input, and approve the Finnegan's Bluff Subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance.

EXHIBITS

- Exhibit A - Proposed subdivision plat
- Exhibit B- Photographs of the site from Hwy 224 (attached under separate cover)
- Exhibit C- Visual Analysis sheet S6 (attached under separate cover)

**AN ORDINANCE APPROVING THE FINNEGANS BLUFF SUBDIVISION PLAT
LOCATED 760 SADDLE VIEW WAY, PARK CITY, UTAH.**

WHEREAS, the owner of property located at 760 Saddle View Way, petitioned the City Council for approval of a final subdivision plat; and

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

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

WHEREAS, the Planning Commission held public hearings on June 8, July 27, and September 14, 2005, to receive input on the proposed subdivision plat;

WHEREAS, the Planning Commission, on September 14, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 22, 2005, the City Council held a public hearing and approved the proposed subdivision plat; and

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

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

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

Findings of Fact:

1. The property is located in the RD, Residential Development, zoning district and is on Saddle View Way, a private street. Single family dwellings are an allowed use in the RD zoning district.
2. The property consists of 6.4 acres. Saddle View Way is a long private cul-de-sac traversing several properties, namely Saddle Office Park, Windrift Condominiums, and Saddle Condominiums. The City does not provide maintenance or snow plowing on this private street.
3. There is an easement over Saddle View Way discussed in the Declaration of Condominium of the Saddle Condominiums (recorded as Entry No. 175675 on January 23, 1981). There is also a 50' right of way shown on the recorded Windrift Condominium plat, extending from Hwy 224 to the Saddle Condominiums property line. This right-of-way is also indicated on the County Assessor's plat maps. This information is indicated on the proposed subdivision plat.
4. The property is located within the Sensitive Lands Overlay subject to the

Sensitive Lands Overlay Ordinance, Section 15-2.21 of the Land Management Code.

5. On March 23, 2005, the Planning Commission discussed the item as a pre-application meeting. The applicant provided documentation that the site is not visible from any of the designated LMC vantage points. The subject property is obscured by large evergreen trees when viewed from the Park City Golf Course "club house location" as stated in the LMC. The Planning Commission directed the applicant to conduct the visual analysis from an area near the Thaynes Canyon/Hwy 224 intersection where the property is visible. The sensitive lands photographs and analysis are based on a location in the parking lot at Hotel Park City at the entrance off of Thayne's Canyon Drive at elevation 6830'.
6. On September 14, 2005, Staff documented through photographs, the visibility of this property from the Osguthorpe Barn, Meadows Drive and Hwy 224, the Olympic sculpture parking area, Holiday Ranch Loop, Saddle View Way, and Thaynes Canyon Drive and determined that the subject property is not highly visible from the entry corridor, with the exception of the area between Saddle View Way and Thaynes Canyon Drive.
7. The Planning Commission reviewed a Sensitive Lands Analysis for the property that included a density analysis, steep slope review, ridgeline protection, fire protection, and wildlife habitat review.
8. A "sensitive ridge" is located on the property. This ridge was designated a "sensitive ridge" at the time the Sensitive Lands Overlay Ordinance was adopted and is highly visible looking west from Park Meadows and Holiday Ranchettes subdivisions. The ridge is not highly visible from the HWY 224 entry corridor, with the exception of the area between Saddle View Way and Thaynes Canyon Drive.
9. Within 150' of the sensitive ridgeline, on both sides of the ridge, is an area considered by the Sensitive Lands Ordinance to be a sensitive ridgeline area. Development may not impact this ridgeline area.
10. The applicant has demonstrated that the houses can be located on each lot in a manner such that the ridgeline and sensitive slope area will not be impacted, as viewed from the revised Park City Golf Course club house vantage point, as described in Finding #5. Specific height limitations in terms of USGS elevations are indicated on the plat for all setback corners. These elevations provide a building envelop limitation that the roofline can not exceed in order not to break the ridgeline nor impact the sensitive ridgeline area, when viewed from the vantage point as described above and illustrated on Sheet S6 of the plans. A site specific visual analysis conducted by the lot owner at the time of building permit submittal will be required, in order to demonstrate that requirements of the Sensitive Lands Ordinance have been complied with.
11. Based on the sensitive lands analysis the allowable base density is 6.27 dwelling units. The proposed density of 6 units for this 6.4 acre site (0.94 units per acre) is appropriate and the site is suitable for this density based on the conditions as outlined in LMC Section 15-2.21-5.
12. The Planning Commission conducted public hearings on June 8, July 27, and September 14, 2005.
13. The proposed street within the Finnegan's Bluff subdivision is approximately 460 feet in length from the center of the proposed cul-de-sac to the end of existing

Saddle View Way. The second point of access, Jupiter View Drive, is approximately 900' from the existing end of Saddle View Way.

14. The applicant submitted a fire protection plan to address fire and emergency access given the length of the cul-de-sac.
15. The subdivision plat creates 6 lots of record and a 3.74 acres open space parcel. Lots range in size from 10,680 sf to 25,016 sf. The applicant proposes to dedicate a 3.7 acre parcel to the City as open space for public passive recreation use, with easements for snow storage, landscaping, trails, and utilities. Landscaping and irrigation will be the responsibility of Finnegan's Bluff lot owners. Each lot is restricted to one single family dwelling unit.
16. A trail easement or general language allowing a trail within the open space parcel, in an approximate location, is necessary to connect the Snow Creek Crossing trail to the City owned property northwest of the Finnegan's subdivision. A trail easement is required across Lot 6 to complete this trail connection. No trails or easements are proposed to connect to any lot within the Holiday Ranchettes Subdivision.
17. No remnant lots will be created as a result of this subdivision.
18. All existing and proposed utilities, access drives, sidewalks, trails, public and circulation areas for emergency vehicles will be located within approved easements to be reviewed and approved by the City Engineer prior to plat recordation.
19. Saddle View Drive is a private neighborhood street where parking, snow storage and construction staging can be problematic. A construction mitigation plan will be necessary to address construction issues before any permits can be issued.
20. The City Council conducted a public hearing on September 22, 2005.

Conclusions of Law:

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

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the final form and content of the final subdivision plat for compliance with State law, the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. The applicant will record the final subdivision plat at Summit County within one year of the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. Approval of a construction mitigation plan is a condition precedent to the issuance of any building permits for the Finnegan's Bluff subdivision. The construction mitigation plan shall include a re-vegetation plan for re-vegetation

- of all disturbed areas that remain after utility, road, and trail construction.
4. A financial guarantee for public improvements in a form acceptable to the City Attorney and in an amount acceptable to the City Engineer shall be in place as a condition precedent to plat recordation and issuance of building permits. Sidewalks, constructed to City specifications, shall be provided on the southerly side of the cul-de-sac.
 - ~~5. Utility and access easements in a form approved by the City Engineer and City Attorney shall be dedicated on the Finnegan's Bluff plat, or by separate document and simultaneously recorded with the plat. Snow removal and maintenance of Saddle View Way is not provided by the City. The name of the cul-de-sac in Finnegan's Bluff subdivision shall be Saddle View Way.~~ **5. Saddle View Way is, at the time of plat recordation, a private road existing on four separate parcels of land. Access is not guaranteed by Park City Municipal Corporation. Maintenance of Saddle View Way is not, and is never intended to be, provided by Park City. The name of the cul-de-sac in Finnegan's Bluff subdivision shall be Saddle View Way.**
 6. A final determination as to the location of all required snow storage, access, and utility easements, including any required storm drainage easements, consistent with LMC Chapter 7- Subdivisions will be made by the City Engineer as a condition precedent to plat recordation.
 7. As a condition precedent to plat recordation the City Engineer shall have approved the final utility plans, including the storm water detention plans. No building permits shall be issued until the plat is recorded and public improvements are substantially complete.
 8. As a condition precedent to issuance of any building permits, the Chief Building Official shall conduct a final assessment and grant approval of the fire protection plan. All relevant notes, requirements, and restrictions regarding fire protection shall be shown on the final plat as a condition precedent to plat recordation.
 9. As a condition precedent to plat recordation, the Snyderville Basin Water Reclamation District shall have approved the utility plan and signed the subdivision plat.
 10. A note shall be added to the plat, as a condition precedent to plat recordation, stating that prior to individual building permit issuance a site specific visual analysis shall be conducted by the lot owner and presented to the Planning Department with the building permit plans to demonstrate that the house is in compliance with the Sensitive Lands Ordinance and with the specific height limitations identified on the plat for each lot, or as otherwise approved during the site specific visual analysis.
 11. The 3.7 acre parcel shall be dedicated to the City as open space for passive public recreation purposes, with easements for utilities, snow storage, landscaping, and trails, as a condition precedent to or concurrent with plat recordation. Irrigation and maintenance of any landscaping within this parcel shall be the responsibility of the Finnegan's Bluff lot owners.
 12. A note shall be added to the plat indicating that a landscape plan for each lot shall be submitted for review and approval by the Planning Department prior to issuance of building permits for individual lots. A water efficient landscape and irrigation plan that indicates snow storage areas and meets the defensible space

requirement is required prior to building permit issuance.

13. A note shall be added to the plat stating that only one single family house may be developed on each lot.
14. Driveway width is limited to 50% of the lot frontage on Saddle View Way or LMC widths, whichever is narrower.
15. All standard project conditions shall apply to this development.

Before any construction begins, a building
pad corner elevation study must be completed
for each lot to determine building height
restrictions on the building pad corners

Mountain View

View From Park City Golf Course - 4.12.05



JACK JOHNSON & COMPANY

Drafting & Word Processing

1000 N. 1000 W.

Provo, UT 84601

City Council Staff Report



Planner: Ray Milliner
Subject: LOOKOUT @ DEER VALLEY
Date: October 6, 2005
Type of Item: Administrative

PLANNING DEPARTMENT

SUMMARY: Review the proposed record of survey application, conduct a public hearing and approve the application according to the findings of fact, conclusions of law and conditions of approval in the attached ordinance.

DESCRIPTION

Project Name:	Lookout @ Deer Valley MPD
Applicant:	Henry Sigg
Location:	6601 Royal Street West
Zone:	RD – Residential Development

BACKGROUND

On July 21, 2005 the applicant submitted a Record of Survey Plat amendment application for a 35 unit condominium project on a 44-acre parcel located off of Royal Street West near its intersection with Guardsman Connection. The parcel is situated between Royal Street and Highway 224 (the Mine Road). The applicant is seeking approval of a 35-unit condominium plat consisting of duplex and stand alone single-family units. The project received an MPD approval from the Planning Commission on July 27, 2005 and grading work for the roads and utilities has begun in earnest on the site.

The Planning Commission reviewed and approved the development agreement for the project on September 14, 2005. On September 28, 2005 this record of survey plat was reviewed by the Planning Commission who forwarded a positive recommendation to the City Council.

The purpose of a condominium record of survey plat is to identify private, limited common and common areas within the project. Recordation of a condominium record of survey enables the owner to sell individual condominium units. This record of survey plat identifies 35 residential units, and a clubhouse on site.

ANALYSIS

The project is located at 6601 Royal Street West, within the Park City limits. The property is zoned RD, Residential Development, and is subject to the Lookout at Deer Valley MPD. The proposed condominium locations are consistent with the zoning district and the MPD. The record of survey plat is for the entire project. Primary access to the project is from Royal Street West and Royal Street. The plat is consistent with the Lookout at Deer Valley MPD, in terms of size and location of the buildings, proposed uses, and required parking. This application meets the requisite subdivision

requirements of Title 15-7 of the Park City Municipal Code. All conditions of approval of the Lookout MPD approval continue to apply.

NOTICE

The property was posted and notice was mailed to property owners within 300 feet on August 31, 2005. Legal notice was also placed in the Park Record.

RECOMMENDATION

Review the proposed record of survey application, conduct a public hearing and approve the application according to the findings of fact, conclusions of law and conditions of approval in the attached ordinance.

EXHIBITS

A – Proposed Ordinance

B – Proposed Plat

AN ORDINANCE APPROVING AN RECORD OF SURVEY PLAT FOR THE LOOKOUT AT DEER VALLEY, LOCATED AT 6601 ROYAL STREET WEST PARK CITY, UTAH

WHEREAS, the owner of the property known as the Lookout At Deer Valley , has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on September 28, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed record of survey plat allows the property owner to create a 35 unit condominium project; and

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

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

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

1. The property is located in the Residential Medium (RD) zone.
2. The property is subject to the July 27, 2005 Lookout at Deer Valley MPD approval.
3. The plat is consistent with the Lookout at Deer Valley MPD, in terms of size and location of the building, proposed uses, and required parking.
4. The Lookout at Deer Valley MPD Development Agreement sets forth a maximum density of 35 units and a clubhouse building.
5. The Lookout at Deer Valley MPD consists of 35 residential units (22 duplex style units and 11 single family residence units) on a total of 44.22 acres.
6. The project provides approximately 40 acres of Open Space, approximately 82% of the site.
7. The location of the proposed structures is consistent with MPD site planning criteria. The buildings step horizontally and vertically with the existing topography.
8. No commercial uses are allowed on the site.
9. The condominium plat depicts on-site parking for all single family and duplex units that meets the two spaces per unit LMC requirements with a total of approximately 60 spaces provided.
10. To comply with street design standards that require safe sight distances and stopping zones, the applicant is proposing to move the entrance way 141 feet to the north from the location approved as part of the July 27, 2005 approval.
11. The modified driveway entrance will result in a retaining structure of up to 35 feet in height.

12. No public streets are vacated nor created with this plat. A private street is created to serve the units with access and egress.
13. The applicant stipulates to the conditions of approval. The Planning Commission reviewed and approved the development agreement for the project on September 14, 2005. On September 28, 2005 this record of survey plat was reviewed by the Planning Commission who forwarded a positive recommendation to the City Council.

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

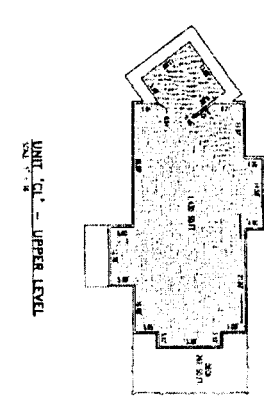
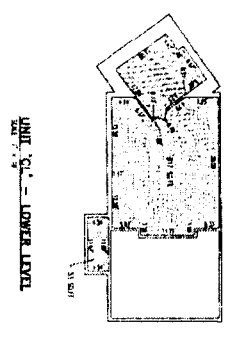
1. There is good cause for this Record of Survey.
2. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Record of Survey, as conditioned.
4. Approval of the Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
5. The proposed record of survey plat is consistent with the approved Lookout at Deer Valley MPD Development Agreement.

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

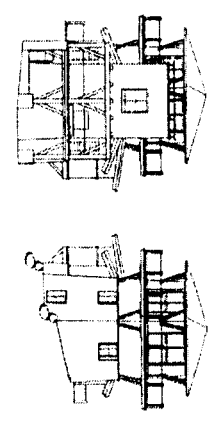
1. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, as a condition subsequent to plat recordation.
2. The City Attorney will review and approve the final form of the Condominium Declaration and CCR's, as a condition subsequent to plat recordation.
3. The applicant will record the Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
4. All conditions of approval of the Lookout @ Deer Valley MPD continue to apply.
5. The Owner shall certify on the plat that the condominium project will be built substantially as shown.
6. A financial guarantee for 125% of the value of public improvements shall be submitted prior to plat recordation, in an amount approved by the City Engineer and in a form approved by the City Attorney. An inspection fee of 6% is also due prior to plat recordation.
7. Driveways to the condo units may be revised from those shown on the draft plans in order to achieve proper design. Revised driveway designs will be reviewed and, if acceptable, approved by the Planning Staff and City Engineer prior to plat recordation.

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

McNeil Engineering and Land Surveying, L.C. 10000 Highway 100, Suite 100, Dallas, Texas 75243-1000
 McNeil Engineering and Land Surveying, L.C. 10000 Highway 100, Suite 100, Dallas, Texas 75243-1000



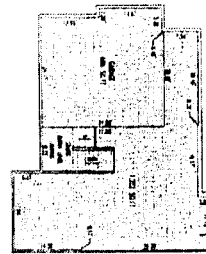
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 FINISHED FLOOR
 CONCRETE
 CARPET



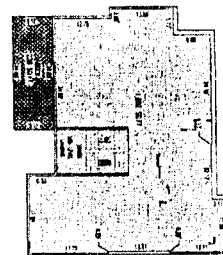
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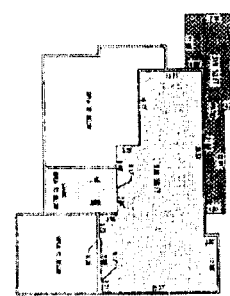
RECORD OF SURVEY MAP
 LOOKOUT AT DEER VALLEY
 SECTION 1, T. 1 N. R. 10 E. S. 20 N. 2
 PLAT 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 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UNIT A - LOWER LEVEL
SHEET 1 OF 3

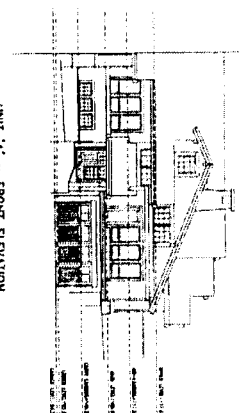


UNIT A - MAIN LEVEL
SHEET 2 OF 3



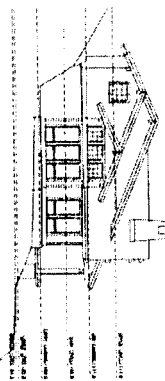
UNIT A - UPPER LEVEL
SHEET 3 OF 3

LEGEND
 [Symbol] EXISTING
 [Symbol] PROPOSED
 [Symbol] UNIT A



UNIT A - FRONT ELEVATION
SHEET 4 OF 4

UNIT A - FINISHED FLOOR ELEVATIONS									
UNIT NO.	ROOM	FINISHED FLOOR ELEVATION	FINISHED FLOOR ELEVATION	FINISHED FLOOR ELEVATION	FINISHED FLOOR ELEVATION	FINISHED FLOOR ELEVATION	FINISHED FLOOR ELEVATION	FINISHED FLOOR ELEVATION	FINISHED FLOOR ELEVATION
21	Garage	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
22	Living Room	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
23	Dining Room	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
24	Kitchen	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
25	Bathroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
26	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
27	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
28	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
29	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
30	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
31	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
32	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
33	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
34	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
35	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
36	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
37	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
38	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
39	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
40	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
41	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
42	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
43	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
44	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
45	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
46	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
47	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
48	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
49	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0
50	Bedroom	786.0	786.0	786.0	786.0	786.0	786.0	786.0	786.0



UNIT A - SIDE ELEVATION
SHEET 5 OF 5

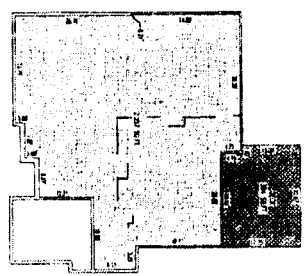
RECORD OF SURVEY MAP
 LOOKOUT AT DEER VALLEY
 SHEET 1 OF 11

McNEIL ENGINEERING AND LAND SURVEYING
 1111 N. 1st St., Suite 100, Park City, UT 84060
 (435) 765-1111
 www.mcneil-engineering.com

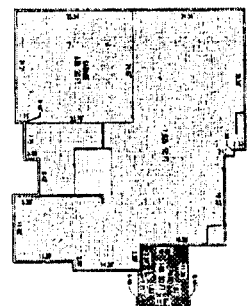
RECORD

SEP 19 2005
 PARK CITY
 DEER VALLEY

McNeil Engineering and Land Surveying, L.C. 10000 Highway 100, Suite 100, Dallas, Texas 75243-1000
 Phone: (214) 343-1000 Fax: (214) 343-1001
 E-mail: info@mcneil-engineering.com Website: www.mcneil-engineering.com



UNIT 'B' - LOWER LEVEL

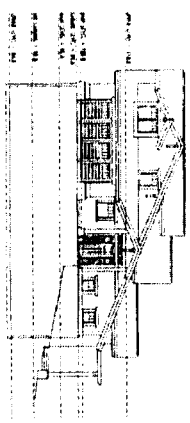


UNIT 'B' - MAIN LEVEL

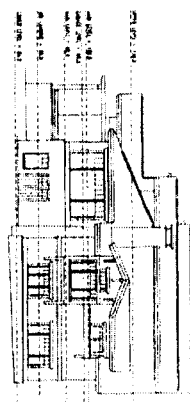


UNIT 'B' - UPPER LEVEL

LEGEND
 1. Unit 'B' - Lower Level
 2. Unit 'B' - Main Level
 3. Unit 'B' - Upper Level



UNIT 'B' - SIDE ELEVATION



UNIT 'B' - REAR ELEVATION

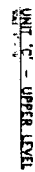
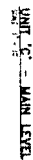
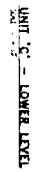
UNIT 'B' FINISHED FLOOR ELEVATIONS

Room	Area	Unit	Height	Area	Unit	Height	Area	Unit	Height
1. Unit 'B' - Lower Level	1,150	100	100	1,150	100	100	1,150	100	100
2. Unit 'B' - Main Level	1,150	100	100	1,150	100	100	1,150	100	100
3. Unit 'B' - Upper Level	1,150	100	100	1,150	100	100	1,150	100	100



RECORD OF SURVEY MAP
LOOKOUT AT DEER VALLEY
 1. Unit 'B' - Lower Level
 2. Unit 'B' - Main Level
 3. Unit 'B' - Upper Level
 4. Unit 'B' - Side Elevation
 5. Unit 'B' - Rear Elevation
 6. Unit 'B' - Floor Plan
 7. Unit 'B' - Section
 8. Unit 'B' - Detail
 9. Unit 'B' - Note
 10. Unit 'B' - Title

RECEIVED
 SEP 09 2005
 PARK CITY
 PLANNING DEPT.



FINISHED FLOOR ELEVATIONS					
GRID NO.	AREA	FINISH	FINISH	FINISH	FINISH
100	100	100	100	100	100
101	101	101	101	101	101
102	102	102	102	102	102
103	103	103	103	103	103
104	104	104	104	104	104
105	105	105	105	105	105
106	106	106	106	106	106
107	107	107	107	107	107
108	108	108	108	108	108
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**MCNEIL ENGINEERING
AND LAND SURVEYING**



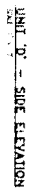
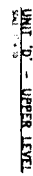
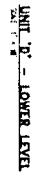
RECORD OF SURVEY MAP LOOKOUT AT DEER VALLEY

SHEET 6 OF 1

REC'D

SEP 09 2005

PARK CITY

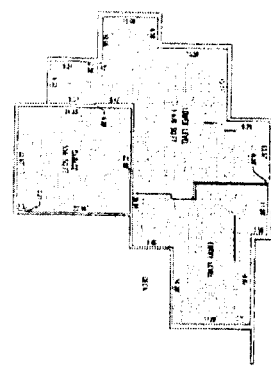
UNIT "D" FINISHED FLOOR ELEVATIONS

21 & 22 March 1968
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 24 March 1968
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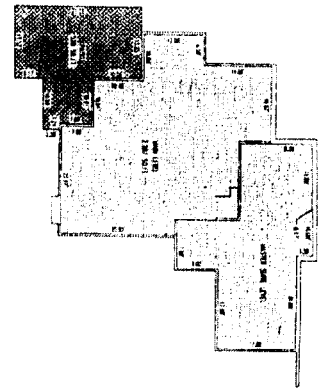
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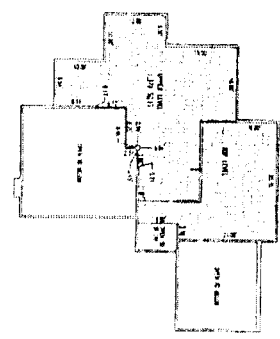
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UNIT 1 - LOWER LEVEL

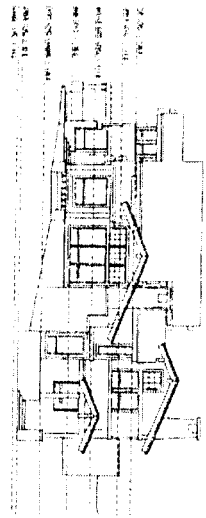


UNIT 1 - MAIN LEVEL

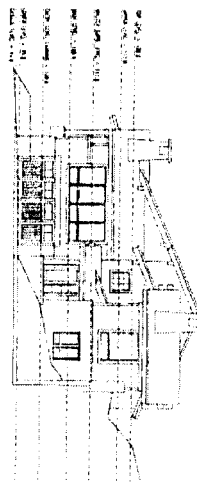


UNIT 1 - UPPER LEVEL

LEGEND
 1. 1/2" = 1'-0"
 2. 1/4" = 1'-0"
 3. 1/8" = 1'-0"



UNIT 1 - SIDE ELEVATION



UNIT 1 - SIDE ELEVATION

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SEP 03 2005

PANORAMA

RECORD OF SURVEY MAP
 LOOKOUT AT DEER VALLEY
 1. 1/2" = 1'-0"
 2. 1/4" = 1'-0"
 3. 1/8" = 1'-0"

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City Council Staff Report



Author: Kirsten Whetstone
Subject: The Spiro Condominiums-
Cottages "1" – "22"
Date: October 6, 2005
Type of Item: Record of Survey plat

PLANNING DEPARTMENT

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and approve The Spiro Condominiums Cottages "1" – "22" record of survey plat based on the findings of fact, conclusions of law, and conditions of approval outlined in the Ordinance.

DESCRIPTION

Project Name:	The Spiro Condominiums Cottages "1" – "22"
Applicant:	Rory Murphy for Paladin, LLC
Location:	1825 Three Kings Drive
Zoning:	Residential Development Medium Density (RDM) as part of the Spiro Tunnel MPD Master Planned Development (MPD)
Adjacent Land Uses:	Park City Mountain Resort, Condominiums, City Golf Course, single family residences

BACKGROUND

The subject property is a portion of the Spiro Tunnel Master Planned Development. The Spiro MPD property is located at 1825 Three Kings Drive and consists of a total of 19.96 acres. The property is subject to the Spiro Tunnel Annexation Agreement (August 12, 2004) and the Spiro Tunnel MPD Development Agreement (ratified by the Planning Commission on February 23, 2005).

A subdivision plat, known as the Silver Star Subdivision was approved by the City Council on March 31, 2005. The subdivision plat created 4 platted lots for the Spiro Tunnel MPD. The subdivision plat was recorded on June 10, 2005. On July 14, 2005, the City Council approved a record of survey plat for buildings A-F (38 residential units and 3 commercial spaces). The property subject to this record of survey plat amendment consists of Cottages 1 – 22 located on Lot 3 of the Silver Star subdivision.

The Spiro Tunnel MPD and conditional use permit set forth further conditions regarding the specific development of the Spiro Tunnel site. The Spiro Tunnel MPD was approved for 22 cottage units, 1 single family residence with guest house, 75 condominium units, as well as 14.5 commercial UEs of office and retail, and employee housing units.

The purpose of a condominium record of survey plat is to identify private, limited common and common areas within the project. Recordation of a condominium record of survey enables the owner to sell individual condominium units. This record of survey

plat identifies 22 residential units (8 individual units and 14 paired units) with associated driveways, garages, and common area.

On September 28, 2005, the Planning Commission conducted a public hearing and voted to forward to the City Council a positive recommendation to approve the proposed record of survey.

ANALYSIS

The project is located at 1825 Three Kings Drive within the Park City limits. The property is zoned RDM, Residential Medium Density and is subject to the Spiro Tunnel MPD. The proposed condominiums are substantially consistent with the approved MPD. Units C-1 and C-3 are indicated on the plat as separate units. These units were shown as connected units in the MPD. The record of survey plat is for Cottages C-1 to C-22, as the second phase of the Spiro Tunnel MPD. Primary access to these units is from a private drive, dedicated on the Silver Star Subdivision plat, which is accessed off of Three Kings Drive. This application meets the requisite requirements for a condominium record of survey plat, Title 15-7 of the Park City Municipal Code. All conditions of approval of the Spiro Tunnel MPD and Silver Star Subdivision plat approval continue to apply.

The condominium record of survey plat identifies private, common, and limited common areas for these 22 units (15 buildings). The units range in size from approximately 3,950 sf to 4,260 sf.

The units are proposed to be owner occupied or nightly rental. Nightly rental is an allowed use in the RDM zoning district. Each unit has two parking spaces within a private garage.

The remaining unit equivalents for the Spiro Tunnel MPD will be identified with subsequent plats. Prior to recordation, the plat and condominium declaration and CCR's will be reviewed as to form, by the City Engineer and City Attorney.

NOTICE

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

DEPARTMENT REVIEW

This project has been reviewed at the interdepartmental review meeting. The cul-de-sac location for the cottage units has shifted slightly and two of the units were separated, instead of being paired, to accommodate existing utilities and easements and to accommodate construction of the private street.

ALTERNATIVES

1. The City Council may approve the Spiro Condominiums Cottages 1 -22 condominium plat, based on the findings of fact, conclusions of law, and conditions of approval stated in the Ordinance; or
2. The City Council may move to deny the condominium plat and direct staff to

- make findings for this decision; or
3. The City Council may continue the discussion on this condominium plat to the next meeting.

SIGNIFICANT IMPACTS

The most significant fiscal impact resulting from this application is the ability of the owner to sell individual condominium units. There are no environmental impacts as a direct result of this condominium plat as the building can be physically constructed without this condominium plat, subject to building permit issuance.

RECOMMENDATION

The Planning Department recommends the City Council conduct a public hearing and approve The Spiro Condominiums Cottages "1"- "22" record of survey plat, based on the findings of fact, conclusions of law and conditions of approval as stated in the attached Ordinance.

Exhibits

Exhibit A – Record of Survey plat

AN ORDINANCE APPROVING THE SPIRO CONDOMINIUMS COTTAGES "1"- "22" RECORD OF SURVEY PLAT, LOCATED AT 1825 THREE KINGS DRIVE, PARK CITY, UTAH.

WHEREAS, the owner of lot 3 of the Silver Star Subdivision, located at 1825 Three Kings Drive, petitioned the City Council for approval of a condominium record of survey plat, and

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

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

WHEREAS, the Planning Commission held a public hearing on September 28, 2005, to receive input on the proposed condominium plat; and

WHEREAS, the Planning Commission, on September 28, 2005, forwarded a positive recommendation to the City Council; and

WHEREAS, on October 6, 2005, the City Council held a public hearing and approved the condominium record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the condominium record of survey plat, to allow individual units to be bought and sold.

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

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

Findings of Fact:

14. The property is located in the RDM zoning districts.
15. The property is subject to the 2004 Spiro Tunnel MPD Development Agreement.
16. The Spiro Tunnel MPD Development Agreement sets forth a maximum density of 97 unit equivalents (UE). This first phase condominium plat identified 38 residential units (36.75 residential UE) ranging in size from 1,418 to 2,537 square feet and three commercial condominium units. Total commercial unit equivalents within the first phase are 3.54 UE.
17. This record of survey plat identifies 22 residential units (8 individual units and 14 paired units), ranging in size from 3,948 sf to 4,343 sf, with associated driveways and garages.
18. The project lies within the Theriot Springs Water Source Protection Zone.

Conclusions of Law:

6. There is good cause for this Record of Survey.

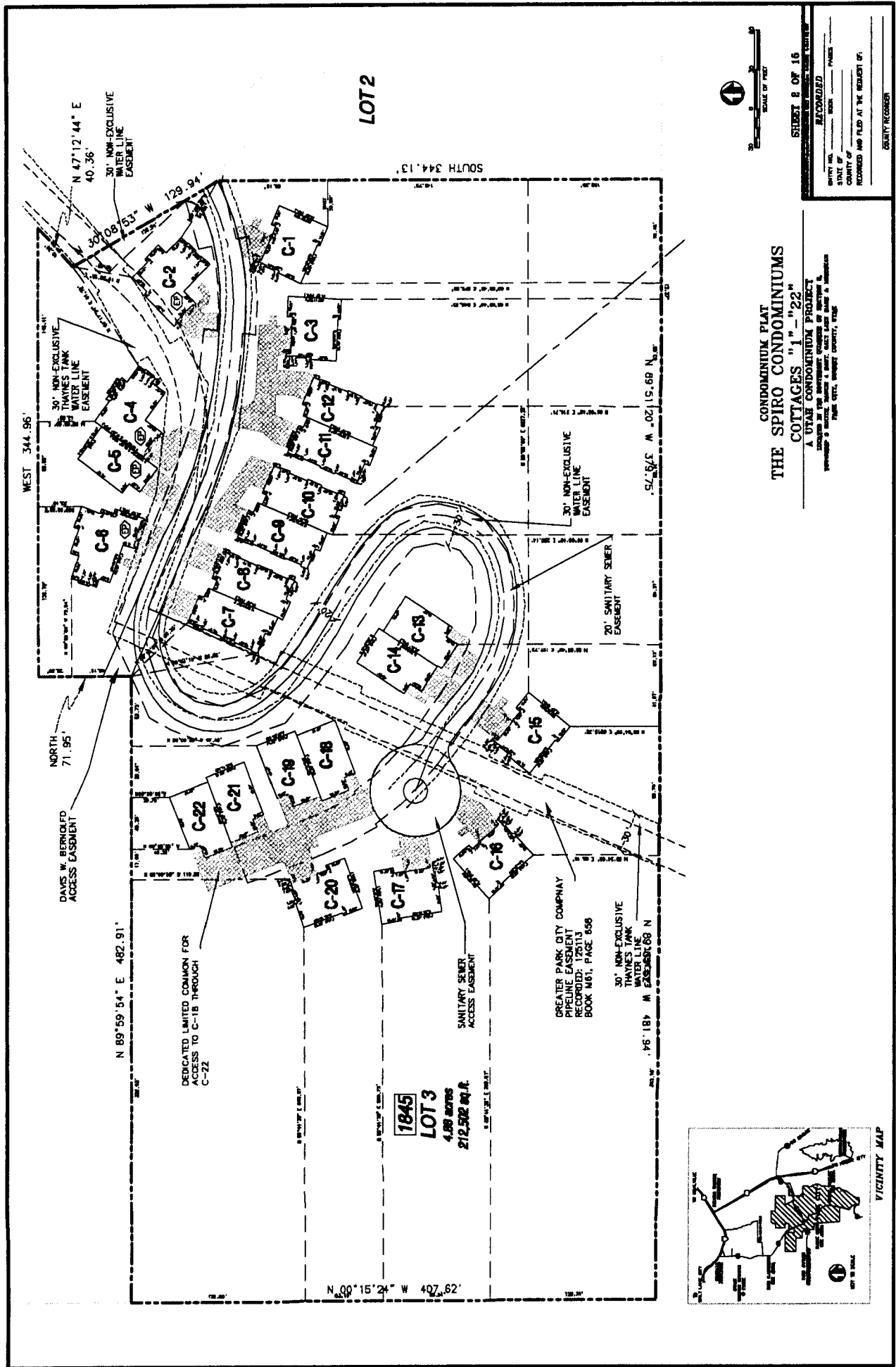
7. The Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
8. Neither the public nor any person will be materially injured by the proposed Record of Survey, as conditioned.
9. Approval of the Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
10. The proposed record of survey plat is consistent with the approved Spiro Tunnel MPD Development Agreement.

Conditions of Approval:

8. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, as a condition subsequent to plat recordation.
9. The City Attorney will review and approve the final form of the Condominium Declaration and CCRs, as a condition subsequent to plat recordation.
10. The applicant will record the Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the record of survey plat will be void.
11. All conditions of approval of the Spiro Tunnel MPD continue to apply.
12. All conditions of approval of the Silver Star subdivision plat continue to apply. All required notes regarding fire protection that are part of the Silver Star subdivision plat approval shall also be included on the record of survey plat, as a condition precedent to recordation. All easements, as shown on the subdivision plat, shall also be included on the record of survey plat for this lot.
13. The Owner shall certify on the plat that the condominium project will be built substantially as shown.
14. A financial guarantee for 125% of the value of public improvements shall be submitted prior to plat recordation, in an amount approved by the City Engineer and in a form approved by the City Attorney.

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

PASSED AND ADOPTED this 6th day of October, 2005.



DATE: October 6, 2005
DEPARTMENT: Legal Department
AUTHOR: Cindy LoPiccolo, Legal Department
TITLE: Appointment of 2005 Municipal General Election Judges
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATION: Appointment of Election Judges for the Park City Municipal General Election, November 8, 2005.

DESCRIPTION: Pursuant to Utah Code Section 20A-5-602, City Council shall appoint three Election Judges and an alternate for each consolidated voting precincts no later than October 22, 2005. None of the recommended Judges are any candidate's parent, sibling, spouse, child, or in-law serving as an election judge in the voting precinct where the candidate resides. There are no changes in consolidated voting districts and polling locations from the prior election. Election Judge appointments are recommended as follows:

Consolidated District 1 (Marsac Building)	Consolidated District 2 (Treasure Mountain International School)	Consolidated District 3 (McPolin Elementary)
Precinct # 1 Deer Valley	Precinct # 3 Prospector	Precinct #5 Park Meadows S
Precinct # 2 Old Town S	Precinct # 4 Thaynes Canyon	Precinct #6 Quarry Mountain
Precinct #32 Old Town N	Precinct #33 Sidewinder	Precinct #35 Park Meadows N
		Precinct #36 Ranch Road S
Carl Woolsey	Emily Elliott	Virginia Vallor
Betty Sue Elliott	Betty MacGregor	Ben Vallor
Ruth Gezelius	Susan Ruser	Carol Sletta
	Mary Wynne	Edna White
Election Judge Alternates: Mary Wintzer; Nanette H. Morgan; Donald J. Morgan		

Canvassing Judges and an alternate will be assigned from the appointed Judges.

Pursuant to Utah Code Section 20A-5-602(3), an election judge list will be available to the public in the City Attorney's Office, Marsac Municipal Building, 445 Marsac Avenue, Park City.

Election Judges will receive compensation for their services at a rate established by Summit County. Park City sincerely appreciates the Judges hard work and dedication on these election days.

City Council Staff Report



Author: Phyllis McDonough Robinson
Subject: Extension of Mountainlands
Community Housing Trust
Bridge Loan
Date: October 6, 2005
Type of Item: Legislative/Administrative

Budget, Debt and Grants

Summary Recommendations: Approve a 90-day extension for the bridge loan to Mountainlands Community Housing Trust originally approved December 31, 2004 until January 31, 2006.

Description:

Topic:

Request by Mountainlands Community Housing Trust for an extension of its existing construction bridge loan for The Line Condominiums located at 555 Deer Valley Drive

Background:

The City Council approved a bridge loan for the affordable housing project located at 555 Deer Valley Drive for \$100,000 at three percent interest on December 16, 2004. The loan originally was scheduled for repayment with interest by June 30, 2005. Council approved a subsequent 120-day extension of that note through October 30, 2005. Mountainlands Community Housing Trust has requested a second extension of that loan through January 31, 2006. A Promissory Note and a subordinate Deed of Trust on the property secure the loan.

Analysis:

The project consists of 22 units ranging in size from less than 600 square feet to 1200 square feet. There are 10 one-bedroom units, 10 two-bedroom units and the rehabilitation of two historic properties. Unit sizes range from 600 square feet to 1200 square feet. Planning Commission forwarded a positive recommendation on the condominium plat application on September 14 and City Council approved it on September 22, 2005.

Project Status

Attachment A is a report on the trials and tribulations of the project over the last 60 days. Progress in the past 30 days includes the building being "dried in" and the hiring of an experienced construction supervisor, Eddie Conover. While Mr. Conover will be the construction supervisor for Hughes Construction during the high school expansion, staff notes that MCHT has not engaged Hughes Construction for the completion of this project. Mr. Loomis indicates that the anticipated completion date is December 15,

2005. Based upon construction progress reports staff believes this to be optimistic and is requesting the loan extension through the end of January to allow for unanticipated construction issues.

Pricing of Units

At this time, the unit prices remain at an average cost of \$154 per square foot. The sales prices range from \$83,800 to \$163,500. The prices for the largest units are comparable to the current sales prices at Silver Meadows. The units are deed restricted for owner-occupancy except in limited circumstances, and the appreciation is capped annually at 3%. All 22 units have grants from private foundations for \$3000-\$5000 which lowers the final purchase price.

At this time, MCHT is not certain as to the total costs of the delays and problems and what impact it will have upon the price of the units. MCHT indicated in the attached report that it is their hope *"not to increase the estimated price. Some savings have been realized to offset additional costs, but the total impact will not be determined for at least a couple of weeks."* Should MCHT increase unit prices, the project remains bound by the Land Management Code definition of affordable housing requiring dwelling units for rent or for sale be in a price range affordable to families in the low- to moderate-income range. MCHT has not been able to provide the City with updated cost projections to date. Staff hopes to provide Council with an update of these costs within the month.

Zions Bank is the first lien holder for the construction. Zions extended their construction loan commitment through January 31, 2006. Staff recommends approval of Park City Municipal's loan extension as requested.

Department Review:

Budget, Debt and Grants, Finance and Legal have reviewed this staff report.

Alternatives:

Approve the Request:

Council could approve the loan extension through January 31, 2006. This would allow MCHT to complete the project and finalize the sale of the units.

Modify the Request:

Council could modify the terms of the request and/or require accumulate interest to be paid and monthly interest payments for the term of the loan extension. Total accumulated interest to date is approximately \$2,250. Monthly interest payments due at the time of repayment are approximately \$250.00. Requiring payments could have a negative impact on organizational cash flow. Council could also require as a condition of the loan extension that MCHT not increase unit prices more than 5% from the August 2005 projections. This could cause MCHT not to accept the loan extension and require MCHT to find another financing source. This could adversely affect completion of the project.

Deny the Request:

Council could deny the request and require the loan to be paid in full on October 30, 2005. This would require Mountainlands to find another financing source and would adversely affect the completion of the project.

Continue the Item:

Council could continue the item and direct Staff to return with additional information.

Significant Impacts:

There are no anticipated significant negative impacts in approving the loan extension. The accumulated interest offsets the loss of earnings in the Housing CIP.

Consequences of not taking the recommended action:

This would require MCHT to find another financing source to continue the project. This may delay further the project completion and may increase the housing cost to the buyers.

Recommendation:

Staff recommends that the City Council approve a second extension until January 31, 2005 to Mountainlands Community Housing Trust.

Attachments: Report from Scott Loomis, Executive Director, Mountainlands Community Housing Trust.

ATTACHMENT A

THE LINE CONDOMINIUMS UPDATE

TO: MAYOR AND COUNCIL
PARK CITY MUNICIPAL CORPORATION

FROM: SCOTT LOOMIS
MOUNTAINLANDS COMMUNITY HOUSING TRUST

DATE: SEPTEMBER 26, 2005

CC: TOM BAKALY, PHYLISS ROBINSON

We wanted to provide a brief update of the status of The Line Condominiums construction progress. A staff report will be presented to you on October 6th with a request to extend the loan. I will be returning from a conference in San Francisco later that day. A representative of Mountainlands will be at the meeting, but if you have any specific questions after reading this report, please contact me before the end of this week.

Unfortunately additional delays continue to plague this project. At the time of my last report at the end of July we had extensive meetings with our construction supervisor concerning costs and a construction schedules. We met with all of the subcontractors to get them to commit to the schedule which anticipated a mid October completion. Shortly after those meetings, our construction supervisor quit the project to take on more lucrative ventures. We were able to obtain the temporary services of Kent Butler, a retired city inspector, for a few weeks to deal with some construction issues, but with all construction companies going at full capacity it was difficult to find a qualified person to complete the project. We were very fortunate to obtain Eddie Conover of Hughes Construction who will manage the \$25,000,000 high school renovation when it begins.

Eddie has been on site full time since the beginning of September and much has been accomplished. When the previous schedule was abandoned, we lost our plumbing contractor who advised us he only had a small window to complete the project. He also lost two-thirds of his crews to competitors. We are still looking for a plumbing contractor who has the time to complete the project at a reasonable price. Presently, the lack of a plumber is not causing delays, but it will if one is not contracted to finish the project in the next two weeks. In addition to the plumbing situation, the stairs have been redesigned by the architects and are being re-bid.

The buildings are presently "dried in" and siding will be started next week. Presently the completion date is December 15th although we can't commit to this date until a few matters are resolved. Obviously these delays and problems will impact

pricing of the units, but at this time we are not certain as to the total costs. It is our hope to not increase the last estimated price. Some savings have been realized to offset additional costs, but the total impact will not be determined for at least a couple of weeks.

Zions Bank has extended its loan until January 31, 2006. Although it is our hope to have the project finished by year end, it is requested that PCMC extend its loan until January 31st as well.

City Council Staff Report



Author: Colin Hilton
Subject: Utah Power & Light General Service Contract
for the Park City Ice Arena &
Sports Complex

*Economic Development &
Capital Projects*

Date: October 6, 2005
Type of Item: Award of Contract

Summary Recommendation – Staff recommends City Council approval to authorize the City Manager to execute a Utah Power & Light General Service Contract in a form approved by the Legal department for the Park City Ice Arena and Sports Complex.

Description:

Topic: Service contract with Utah Power & Light

Background:

Electric service is critical for the functioning of the new Ice Arena and Fields Complex.

The Project Team for the Sports Complex has worked with Utah Power to determine the electrical loads and service needs.

The attached Service Contract allows Utah Power and Light to install and supply the necessary electrical infrastructure necessary to supply the requested service needs of the facility.

Analysis

Park City Municipal Corporation is allowed to utilize the attached service contract in lieu of paying an up-front infrastructure cost of the main electrical service lines and transformers.

The Contract takes estimates on our anticipated annual electrical usage costs and applies a formula to recover capital infrastructure costs from the operating billing charges (20% of the monthly billings).

The Contract outlines the following payment language:

"Contract Minimum Billing. Customer agrees to pay a Contract Minimum Billing during the first 60 months beginning from the date the Company is ready to supply service. The billing shall be the greater of: (1) the **total of the schedule billings** for the year; or, (2) **\$16,275.00** plus eighty percent (80%) of the **total schedule billings for the year**. Billings will be based on Rate Schedule No. **006** and superseding schedules. The

Company will adjust the minimum charges if additional customers connect to the Improvements."

Currently, staff estimates electric power consumption at an annual cost of \$85,000. This was based on comparisons to similar sized Ice Arenas and is currently budgeted accordingly in the Council approved FY'06 and FY'07 Quinn's Operating Budget. Utah Power and Light would use the above formula to determine the final annual commitment for Park City's billing. Staff currently has an approved operating budget that would cover the determined cost. To illustrate how this formula would apply, below are three scenarios that highlight the committed minimum billings:

Scenario #1:

Annual Operating Budget = \$85,000

If actual annual costs = \$85,000 then, the greater of (1) total billings = \$85,000 or (2) $\$16,275 + (.80)(85,000) = \$84,275$

Contract Minimum billing = \$85,000

Scenario #2:

Annual Operating Budget = \$85,000

If actual annual costs = \$65,000 then, the greater of (1) total billings = \$65,000 or (2) $\$16,275 + (.80)(65,000) = \$68,275$

Contract Minimum billing = \$68,275

Scenario #3:

Annual Operating Budget = \$85,000

If actual annual costs = \$95,000 then, the greater of (1) total billings = \$95,000 or (2) $\$16,275 + (.80)(95,000) = \$92,275$

Contract Minimum billing = \$95,000 & Stacey would need to balance with reductions in other operating line items

The contract puts a commitment to follow this fee calculation for 5 years. Following that, the billings would be based strictly on monthly usage.

In summary, this contract keeps PCMC from having to pay up front infrastructure costs as long as there is a 5 year commitment to consumption services and/or repayment of the capital infrastructure costs.

Department Input & Review: This report (WILL HAVE) has input/comments/review from the following departments: Economic Development & Capital Projects, Legal Department, Budget Manager, Finance Manager, City Engineer, Special Events & Facilities Manager, Park City Sports Complex General Manager, and City Manager's Office.

Alternatives:

- Approve the proposed Contract (Staff Recommendation)
- Request Modifications to the proposed Contract
- Deny the Contract

- Continue the Item.

Significant Impacts / Consequences of not taking the recommended actions:

A delayed action would negatively impact the project schedule.

Staff Recommendation: Staff recommends City Council approval to authorize the City Manager to execute a Utah Power & Light General Service Contract in a form approved by the Legal department for the Park City Ice Arena and Sports Complex.

Attachment #1 - UP&L Service Contract

(UT 11/01)
Service ID #: 696482890
C/C: 11416

Contract #:
Request #: 02632590

**UTAH POWER & LIGHT COMPANY
GENERAL SERVICE CONTRACT
(1000 KW OR LESS)**

This Contract, dated **01/27/2011**, is between **PACIFICORP, dba Utah Power & Light Company** (the "Company") and **Park City Municipal Corporation** ("Customer") for electric service for Customer's **Recreation Complex**, at or near **3365 E. Highway 248 / Park City, Utah**.

The Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Public Service Commission of Utah, as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide **277/480** volt, **three**-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kW that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, which shall be **950** kW (diversified, based on Customer's submitted load prior to the signing of this Agreement) unless otherwise agreed in writing in accordance with the terms of this Agreement. Within fifteen (15) days of the written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** The Company has agreed to fund a portion of the cost of the improvements (the "Improvements") related to the extension (the "Extension Allowance") as per tariff, and Customer agrees to pay all construction costs in excess of the Extension Allowance ("Customer Paid Costs"), in accordance with the selected option below. (**Initial** selected option on the blank space at the beginning of the option and pay the advance given in that option.)
 - _____ **Refund Option.** The Customer Paid Portion is **\$ 0.00**, and Customer remains eligible for **\$ 0.00** in refunds. Company will refund part of the Customer Paid Portion if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund 25% of the Refundable Customer Paid Portion allocable to the **shared** Improvements for each of the first three additional customers. The Company will try to inform Customer when a refund is due; **however, Customer is responsible for requesting a refund.**
 - _____ **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250** and **waives Customers' right to refunds should additional customers connect to this Improvements.** Accordingly, Customer's net Customer Paid Portion is **\$ 0.00**.

4. **Contract Minimum Billing.** Customer agrees to pay a Contract Minimum Billing during the first 60 months beginning from the date the Company is ready to supply service. The billing shall be the greater of: (1) the total of the schedule billing for the year; or, (2) \$ 16,275.00 plus eighty percent (80%) of the total schedule billings for the year. Billings will be based on Rate Schedule No. 006 and superseding schedules. The Company will adjust the minimum charges if additional customers connect to the Improvements

5. **Term.** This Contract becomes effective when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the remaining Contract Minimum Billing for the remainder of the five-year term.

6. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. PacifiCorp reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. PacifiCorp shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund PacifiCorp determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

7. **Customer Obligations.** Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands, and
- b) Prepare the route to Company's specifications, and
- c) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. **Effective.** This Contract will expire unless you:

- a) Sign and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract, and
- b) Are ready to receive service within 150 days of the above Contract date.

9. **Special Provisions:**

10. **Furnishing Information.** Upon the Company's request, Customer shall submit its year-end financial statements to the Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as the Company may reasonably request from time to time in furtherance

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of the purposes of this Agreement. Such information shall be deemed confidential. The Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.

11. Design, Construction, Ownership and Operation. The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for any action arising out of its activities relating to the Improvements or the Company's electric utility facilities shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of either the Company or Customer.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

12. Governing Law; Venue. All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Utah Public Service Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

13. Assignment. The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Regulations, the applicable Electric Service Schedule, and (ii) until such successor is bound by this Contract and assume the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable

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Electric Service Regulations and the applicable Electric Service Schedule.

14. Remedies; Waiver. Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

15. Attorneys' Fees. If any suit or action arising out of or related to this Contract brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

16. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLE WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, THE ELECTRIC SERVICE SCHEDULE, THE ELECTRIC SERVICE REGULATIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

17. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supercedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

PARK CITY MUNICIPAL CORPORATION

By X _____
signature
X _____ X _____
NAME (type or print legibly) TITLE
X _____
DATE

UTAH POWER & LIGHT COMPANY

By _____
signature
Scott Rhees / New Conn. Manager
NAME (type or print legibly) TITLE

Mailing Address for Executed Contract-

PO Box 1480
Address

Park City, UT 84060
City, State, Zip

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City Council Staff Report



CITY
ENGINEER

Author: Eric DeHaan, City Engineer
Subject: Approval of a Service Provider/
Professional Services Agreement with
Stantec Consulting Inc., for Design and
Construction Management Services Related
to the Reconstruction of Prospect Street
in an Amount not to exceed \$163,250.00
Date: October 06, 2005
Type of Item: Administrative

Summary Recommendations:

The Council should approve the attached Service Provider/Professional Services Agreement with Stantec Consulting Inc., for services related to the Reconstruction of Prospect Street in an amount of \$163,250.00, and in a final form approved by the City Attorney.

Description:

Topic:

In accordance with the Old Town Improvement Study, Park City has been steadily improving the infrastructure in the historic part of Park City. Prospect Street is funded for 2006 construction. The design contract with Stantec will trigger surveys, research, design work, and (in 2006) construction management for this 1,000-foot-long piece of Park City history which has severely deteriorated.

Background:

With the successful completion of the reconstruction of Upper Park Avenue, the formula for accomplishing work on the important historic streets has been validated. This contract is for design and construction management, allowing the construction work to be competitively bid in the early spring. It is hoped that contractors will be less busy in the spring than at present and a responsive general contractor can be hired.

A panel of five individuals reviewed four separate proposals for engineering services for Prospect Street. Our panel included Kathy Dunks from the Water Department, David Actor from Snyderville Basin Water Reclamation District (SBWRD), the City Engineer, and Prospect Street residents and property owners Bill Hummer and Phil Hughes.

The evaluation panel unanimously agreed that Stantec was the best qualified firm that had best addressed the required scope of services. The panel deemed it to be very important, however, that our contract with Stantec specify the individuals assigned to the Prospect Street design and constructing management work so we can take full

advantage of their previous Park City experience. The scope of services attached to the contract and made a part thereof accomplishes this.

Stantec's cost estimate for their services was \$163,250.00 compared to \$120,000.00 for Evergreen Engineering, \$220,000.00 for Sunrise Engineering, and \$120,245.00 for Psomas, Inc. Park City's purchasing policy allows the Council to contract with a professional services provider who is determined to be the best qualified even if they are not the cheapest, as long as efforts are made to make sure costs are reasonable. Stantec's estimate of \$163,250.00 is 13.6% of the project budget of \$1.2 million.

Analysis:

A contract of this magnitude must receive City Council approval. By approving the contract at the October 6th meeting the City and Stantec can continue our data collection efforts and our coordination with the neighborhood residents during the fall and winter. Moreover, bidding the project in early spring for construction in the summer of 2006 will likely result in construction bids that are as competitive as possible given the rapidly-escalating costs to contractors for cement, diesel, asphalt, and gasoline.

The Council has appropriated \$1.2 million for the Prospect Street reconstruction in expenditure category 31-43429-7319-000-484. The design phase of the project will include coordination with Qwest and Utah Power about the installation of conduits for the possible future relocation of overhead utility lines, but this project (like Woodside) will not actually relocate the utilities underground. Unlike, Upper Park Avenue, funds are not budgeted for the City's 50% share of utility undergrounding costs. The project will also include the formalization (pavement, parking stall delineations) of the Prospect Ridge trailhead, but at the request of the neighbors we do not plan to place trailhead signage on Prospect Street or install a restroom. Some sidewalk improvements are planned at the bottom of Prospect to make the Hillside/Marsac intersection more pedestrian-friendly and to take advantage of the newly-narrowed intersection of Prospect and Hillside. The entire water system on Prospect Street, including pipes, valves, and fire hydrants, will be replaced with materials from this century.

In addition to City expenditures on the project, the sewer district and Questar Gas are anticipating significant upgrades to their facilities. SBWRD has indicated a willingness to hire Stantec for engineering services related to sewer facilities, thus insuring strong coordination with the City's storm drains, water facilities, curb and gutter, pavement, and utility conduit design and construction. Provision of parking will also be key, with a goal of "No Net Loss of Parking" being part of our design paradigm.

Department Review:

This report has been reviewed by the City Manager, City Engineer, Public Works, Budget and Grants, Capital Project Management, and Trails.

Alternatives:

- **Approve the Request:**

By approving the Stantec contract the Council will keep the Prospect Street project on track, thereby directly contributing to the fulfillment of Council goals involving historic preservation, and good management.

- **Deny the Request:**

This action would save money in the short term and would stop the Prospect Street improvements.

- **Continue the Item:**

If the Council requires more information the contract can be continued, but this action is not recommended by staff.

Significant Impacts:

Approval of this professional services contract will signal the Council's commitment to spending the budgeted \$1.2 million on improving Prospect Street, one of the more historic elements in all of Park City.

Consequences of not taking the recommended action:

Not entering into a design contract soon would jeopardize the 2006 construction of Prospect Street.

Recommendation:

The Council should approve the attached Service Provider/Professional Services Agreement with Stantec Consulting Inc., for services related to the Reconstruction of Prospect Street in an amount not to exceed \$163,250.00, and in a final form approved by the City Attorney.

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

THIS AGREEMENT is made and entered into in duplicate this 6th day of October, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (City), and Stantec Consulting, Inc., a Utah corporation (Service Provider).

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the Project). The total fee for the Project shall not exceed \$163,250.00 Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on November 15, 2006 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

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

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than 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 non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

**EXHIBIT "A" TO THE AGREEMENT
SCOPE OF ENGINEERING SERVICES
for
PARK CITY MUNICIPAL CORPORATION
RECONSTRUCT PROSPECT STREET**

PROJECT YEAR 2005-2006

PROJECT DESCRIPTION

The Reconstruct Prospect Street Project includes planning, design, and construction services for improvements within Prospect Street from Hillside Drive to SR-224. Proposed improvements generally consist of the upgrade of existing water main (pipe size as determined by PCMC), the installation of new copper water services to existing meters (where existing services are determined to require replacement), the replacement of existing water meters (where relocation is required due to conflicts or determined by PCMC), the replacement of fire hydrants, the installation of a storm drainage system, the installation of roll gutter along both sides of Prospect Street, the replacement of dry utilities, the installation of dry utility conduits for future use, the replacement of the pavement section, and the installation of a trailhead parking area.

Sanitary sewer replacement, upgrade, and installation will be included with design and construction services to be contracted separately through the Snyderville Basin Reclamation District (SBWRD).

The work will be publicly bid by PCMC.

PROJECT SCHEDULE

We anticipate planning and public meetings be held through the end of 2005, final construction plans be prepared January 2006 through March 2006, and public bidding be held in March 2006. Construction would start by mid April 2006. We anticipate a construction period of 90 to 150 days (depending on the extent of sanitary sewer construction required).

KEY PERSONNEL

STANTEC commits the services of Roger McClain and Steve Yorgason as the project manager and field engineer (inspector), respectively, for the anticipated project design and construction period. The services of additional personnel will be provided on an as-needed basis.

PHASE ONE – PLANNING PHASE

The following Tasks further describe the services to be provided.

TASK 1A – SURVEY OF EXISTING CONDITIONS

- Obtain existing aerial mapping and utility record information.
- Prepare a mapping survey of the proposed alignment including existing topography, monument & control system, surface features, existing utilities and invert elevations. When survey conditions permit, Stantec will utilize GPS survey equipment.
- Perform a field reconnaissance including photography of existing conditions.
- Prepare a base map of the survey.

TASK 1B – PREPARE CONCEPTUAL PLANS

STANTEC will prepare concept sketch plans for use at initial planning, City Council and neighborhood meetings. The plans will identify proposed improvements, roadway sections, alternatives, and special considerations. Plans for presentations will be prepared in color for clarity. A final project scope (Design Basis Report) and concept plan will be prepared incorporating issues identified in the Planning Phase Tasks and Park City's previous Master Planning work. The report will outline design criteria such as storm drain sizing, conduit requirements, and any special design, construction or scheduling considerations.

Based on our previous experience in the Old Town area, key planning and design issues that our Project Team will incorporate into the conceptual design are:

- Integrate resident issues with realistic solutions based on the cost considerations of design and construction
- Recognize impacts to adjacent neighborhoods and prepare a plan to address these concerns
- Establish project schedule and milestones compatible with budget and neighborhood needs and considerations
- Seasonal and weather limitations on project schedule
- Recognize historical features (retaining walls, etc.) and design to them without impacting the feature

TASK 1C – DRY UTILITIES

STANTEC will coordinate with utility agencies to evaluate each system and design needs for the improvements and the potential undergrounding of existing overhead utility lines in the project area.

The Team will meet with local and/or regional representatives of Utah Power, Questar, Qwest, and Comcast to obtain current existing system mapping and review planned utility upgrades. A feasibility report will be prepared addressing needs and associated project cost impacts.

TASK 1D – NEIGHBORHOOD MEETINGS

STANTEC will arrange and conduct neighborhood meetings to outline the proposed project. STANTEC will address resident concerns (i.e., construction hours, noise, dust, parking, encroachments, protection of property, interruption of services, schedule) that we have observed on other projects and identify a plan addressing these issues. Resident issues will be recorded and incorporated into the concept design evaluation.

We will be available for presentations to the Planning Commission, City Council, or neighborhood meetings as requested.

PHASE TWO – DESIGN & CONSTRUCTION PHASE

The STANTEC project team will complete design and construction work in accordance with the client's expectations defined in Phase One. STANTEC will make certain that the PCMC staff is involved in the design process, has adequate time to conduct reviews and is encouraged to offer input on the design. One of the goals of the design is to prepare plans and specifications that clearly define the project. Plans must be clear to potential bidders to encourage bids and reduce change orders.

The assigned STANTEC personnel will review the work to verify that the contractor is conducting his work in accordance with the contract documents, and will also consider the needs and impacts on the residents. STANTEC personnel will reinforce these requirements with the contractor. Critical expectations will be highlighted during the pre-bid, pre-construction, and project status meetings.

The following Tasks further describe the services to be provided.

TASK 2A – IMPLEMENT PHASE 1 FINDINGS

- The STANTEC Project Team will review the Design Basis Report and develop a work plan to incorporate the requirements and considerations into the design and construction process.

TASK 2B – PREPARE BIDDING PACKAGE

- STANTEC will prepare construction drawings identifying existing conditions, improvements and utilities and reflect proposed improvements.
 - Viable alternatives will be identified and evaluated.
 - For clarity of pertinent information, a horizontal drawing scale of 1" = 10' (the same as Park City Reconstruction Project drawings).
 - Stantec will coordinate with the utility agencies to incorporate their design into the construction drawing package.
 - Existing rights-of-way and easements will be shown on the plans and conflicts will be identified and addressed. If needed, new easements will be prepared.
 - Several interim design review submittals and meetings with appropriate Park City staff and utility agencies will be scheduled. Preliminary construction costs for proposed improvements and alternatives will be prepared and compared to budgets. Technical specifications consistent with Park City's standards will be prepared. Contract documents will be prepared.
- The Project Team will incorporate into the final design:
 - Special considerations related to the water line replacement such as:
 - maintenance of water service during construction
 - problems associated with the connection of new water services to old piping;
 - fire protection during construction (critical in Old Town)
 - Special considerations related to the storm drainage such as:
 - drainage issues during roadway removal
 - separation issues (water/storm drain to prevent freezing)
 - Special considerations related to roadway design and construction such as:
 - challenges associated with matching existing adjacent improvements with a visually acceptable gutter line and grade
 - challenges associated with matching existing intersections with unconventional slopes and alignments
 - effort required to minimizing changes to existing road grade

- address paving schedule to minimize impact on neighborhood
- identification of historical features and special protection requirements
- Incorporate conceptual design aspects of the Reconstruct Prospect Street - Planning Phase Report into the project design.
- Attend meetings with PCMC staff and neighborhood council to establish requirements and considerations for the required improvements.
- Prepare final construction drawings based on survey information gathered during the Planning Phase.
- Provide design base sheets to utility agencies, incorporate utility routings and trench requirements provided by utility agencies, and incorporate utility design details;
- Include City Lighting system layout within the improvement area;
- Prepare bidding and contract documents, including a separate bidding schedule for PCMC.
- Prepare a quantity estimate and opinion of construction costs.
- The Park City City Engineer will determine the pavement section design and storm drain line sizing.

TASK 2C – BIDDING ASSISTANCE

- Schedule and prepare bid notices to comply with public bidding requirements.
- Pre-Bid meetings will be scheduled and conducted, bid documents prepared, Contractor inquiries addressed, and bids opened.
- Evaluate the bids, prepare bid summaries and make recommendations to Park City.

TASK 2D - CONSTRUCTION SERVICES

- Conduct a pre-construction conference. Arrange a schedule of progress meetings and other job conferences as required by the Contract. Provide contract administration. Issue all instructions to the Contractor, as requested by the City; issue necessary instructions and clarifications of the Contract Documents; have authority as City's Representative to require special inspection or testing of the Work. Verify monthly or final application for payments by the Contractor.
- Preparation of change orders and the evaluation of claims by the City or Contractor relating to the work is included in the Scope of Work but is not included in the estimate of costs. Costs for preparing, evaluating and negotiating change orders will be addressed on a case by case basis, with approval to be issued by the City Engineer prior to the performance of the work.
- Provide construction staking for the project, including conduit alignment & stubs. Staking will be provided on a one-time basis. Re-staking costs will be assessed to PCMC, but by contract, the Contractor will be responsible for the costs.
- Coordinate final layout of the proposed gutter with existing site conditions. Make horizontal and vertical modifications to the gutter design as necessary.
- Coordinate construction with utility agencies.
- Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. Prepare daily field reports and monthly construction progress reports and submit to PCMC.
- The Project Team will implement during construction:
 - "Neighborhood Bulletins" during construction to keep residents informed of project schedule and significant events;
 - Provide a "Point of Contact" in the field and at our office for resident complaints, coordination issues and issue response;
 - Maintain resident access to homes through construction areas and ensure their safety;

- Coordination with resident special needs and resident construction activities;
 - Coordination of ancillary issues such as garbage collection in construction areas;
 - Perform field adjustments to gutter alignment and elevations to best match existing adjacent improvements and provide a visually acceptable gutter line and grade;
- After a construction contract is awarded, we anticipate that a follow-up informative neighborhood meeting may be required to address construction issues and familiarize the residents with the Contractor and the schedule. STANTEC will coordinate this effort.

TASK 2E – PROJECT CLOSEOUT

STANTEC recognizes the future importance to the City of accurate and complete record drawings. A field survey of improvements will be performed, and the Contractor and Field Engineer's information will be incorporated. Punch-lists, a final walk-through, contract closeout and final payment preparation and recommendations will be performed. STANTEC's field representatives will keep the contractor informed of punch-list items throughout the project construction to minimize the list of items at closeout

- Conduct, in company of the City, a substantial completion and a final walk-through and prepare a list of items to be completed or corrected. Verify that items on the lists have been completed or corrected, and make recommendations to the City concerning acceptance and final payment to the Contractor.
- Prepare mylar "record drawings". Provide survey locations for new water valves, meters, storm drain boxes and inverts, and buried dry utility stubs. Provide one 24"x 36" set and one half-sized set to PCMC and one set of dry utility record drawings for each utility agency.

SERVICES NOT INCLUDED

Services not a part of this scope of services are:

- Geotechnical testing and reports.
- Preparation of easement descriptions for utilities.

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**EXHIBIT "B" TO THE AGREEMENT
SCOPE OF ENGINEERING SERVICES
for
PARK CITY MUNICIPAL CORPORATION
RECONSTRUCT PROSPECT STREET**

PROJECT YEAR 2005-2006

KEY PERSONNEL HOURLY BILLING RATES

The hourly billing rates for Phase 1 will be in effect through December 31, 2005. Phase 2 hourly rates will be in effect beginning January 1, 2006 and remain throughout the remainder of the project. Hourly billing rates for key personnel, assigned to the project, are tabulated below. Rates for personnel not listed will reviewed with the City prior to the work assignment.

Hourly Billing Rates for Anticipated Key Personnel

Position	Personnel	Phase 1	Phase 2
Principal	Bob Elder	\$124.00	\$131.00
Project Manager	Roger McClain	\$124.00	\$131.00
Landscape Architect Engineer	Alan Weaver	\$76.00	\$79.00
	Steve Yorgason	\$86.00	\$89.00
Designer	Scott Williams	\$64.00	\$67.00
Drafter	Arturo Acosta	\$64.00	\$67.00
Field Engineer	Steve Yorgason		\$89.00
Sr. Surveyor	Evan Wood	\$104.00	\$109.00
Std. Survey Crew	2 person	\$115.00	\$115.00
Word Processor	Sherry Brugman	\$59.00	\$61.00

Project specific charges such as project specific printing of deliverables, bid advertising, field equipment, and vehicle mileage will be charged as incurred as a reimbursable. Project specific reimbursables will be charged with a 10% markup.

The total estimated Fee Range required to perform the project engineering services, based on the anticipated scope of services, approximated number of personnel hours, related costs, and the personnel billing rates listed above, is as follows:

Phase 1 – Planning	\$18,600 - \$22,250
Phase 2 - Design and Construction	\$105,600 - \$141,000
Total	\$124,200 - \$163,250

City Council Staff Report



Author: Kathy Dunks
Subject: PARK MEADOWS WELL WATER
TREATMENT
Date: October 6, 2005
Type of Item: Administrative

PUBLIC WORKS

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed \$158,900.

Background:

The Park Meadows Replacement Well has shown evidence of groundwater under direct influence of surface water conditions (GWUDI). Attempts to disinfect and improve the development of the well have improved water quality in the well, but have not eliminated the apparent influence of surface water. Once a source is determined to be GWUDI, conventional surface water treatment or an approved equivalent (as specified in Utah Administrative Code R309-530) is required to be installed within 18 months, or the source must be abandoned as a source of drinking water and physically disconnected from the drinking water system. PCMC removed the well from service following the first failed attempt to disinfect the well. The well has been out-of-service since early 2003 and will not be used until the water is treated.

The Park Meadows well water has very low turbidity – typically less than 0.1 NTU. Based on the low turbidity, simple, low capital cost, disposable filtration processes can be effective. Therefore, two systems for this application were pilot tested this spring. One of the systems stood out as being effective, so a request for proposal (RFP) was advertised for the system design and subsequently three consulting engineer firms submitted proposals. Two of the firms, Montgomery Watson Harza and Bowen, Collins, and Associates, submitted proposals based on filtration technology, and the third firm, Carollo Engineers, submitted a proposal recommending Park City Municipal Corporation use UV disinfection technology in lieu of filtration. The advertised RFP did not preclude the use of UV disinfection and also states that Park City reserves the right to change the nature or scope of the project without penalty.

Carollo estimated that the use of the UV technology could save PCMC around \$500,000 compared to the bids for filtration technology. Staff then began investigating this alternative with the State Division of Drinking Water (DDW) and Carollo. A letter of

good faith approving the pursuance of UV disinfection was required from DDW. Carollo assisted City staff in working with DDW to get the letter. Through meetings, emails, and discussions, Kevin Brown, Executive Secretary for DDW, provided a letter documenting that UV disinfection could be allowed through filtration avoidance regulations. Carollo has been paid for their services in assisting getting this letter. Council is now being asked to approve the contract with Carollo for working again with DDW on a Bilateral Compliance Agreement (required to proceed with design), design services and construction management for a UV disinfection system.

Analysis:

UV disinfection has been recommended for its technological advantages for disinfection as well as operational and cost advantages over the disposable filtration.

- The UV reactor is the size of an inline valve, which is slightly larger in diameter than the pipe, and requires little maintenance.
- UV is commonly used as a disinfection step after filtration in water and waste water treatment applications. The difference in this application is that filtration will not be required. Water quality and watershed protection criteria are required to be met under filtration avoidance criteria defined in DDW rules. The location, low turbidity and low counts of bacteria make Park Meadows well a candidate for this application.
- UV can provide superior public safety. With disposable membranes, the bacteria are retained inside the membrane unit until the membrane is replaced. If individual filters break, there is potential for the bacteria to pass through the distribution system. UV disinfection provides continuous inactivation of Giardia and Cryptosporidium.
- UV will take less time to implement since an entire new treatment facility building is not required.

UV offers the advantages listed above. It operates ideally when the turbidity of the water is below 10 NTU. However, when using the UV for the application Park City is proposing, DDW requires that the turbidity remain below 0.3 NTU 95% of the time. According to the disposable filtration pilot tests, the turbidity of Park Meadows well water remains below 0.2 NTU 99% of the time. The possibility does exist that the turbidity or other water quality parameter of the well water could change over time. A major change in the water quality could render UV as insufficient under the state rules. However, the possibility of the water quality changing is unlikely without some major interruption in the aquifer occurring. Therefore, staff feels that the risk of the water quality changing over time is worth pursuing the UV disinfection.

Additionally, the draft of the new federal regulations allows UV disinfection as an alternate treatment for GWUDI. The regulations are currently scheduled to be released the end of this year. Under the draft regulations, filtration avoidance is not an issue. However, pursuing UV through filtration avoidance allows the process to begin without waiting for new regulations to be released. Staff feels time is of the essence to get treatment online as it is critical to get the well in service by next irrigation season.

The UV reactor will fit within the existing Park Meadows well building which accounts for a lot of the capital savings over disposable filtration. A new building would be required for the disposable filtration system, and initial estimates were for a 35' x 40' building. However, a small building on the order of 15' x 15' may still be required for chemical storage even with the UV system housed within the Park Meadows well building. An evaluation will be performed at the beginning of the design to determine whether the existing well buildings can house the required chemical storage (chemical storage is required for disposable filtration and UV disinfection).

Carollo is a national firm that has been working with USEPA on the new USEPA UV Disinfection Guidance Manual, they have been working with the City and DDW staff on pursuing UV technology for the Park Meadows well application, they have a good relationship with DDW staff, and they have more experience with the design of UV disinfection facilities in the State of Utah than other consultants. City staff recommends Carollo as the design consultant for the Park Meadows well project due to all of these factors. Being that this is a unique project, City staff recommends going with the experts.

The following breaks down the not-to-exceed cost for Carollo's services for the estimated \$390,000 construction project:

Task	Cost	% of Construction
Design	\$61,350	15.7% (9% - 16% standard)
Construction Management	\$32,760	8.4% (8% - 10% standard)
Post-Construction Services (Operator training, start-up)	\$11,700	N/A (no set standard)
Regulatory Coordination & Approval	\$26,000	N/A (no set standard)
Travel & Subsistence	\$3,000	N/A (no set standard)
Subtotal	\$134,810	
Alternate Services of Permitting & Design of Chemical building, if found to be necessary (estimated construction cost ~ \$56,000)		
• Design (includes geotechnical work)	\$9,250	16.5%
• Permitting (CUP meetings, landscaping, exhibit preparation, building permits, etc)	\$9,020	16.1%
• Construction Inspection	<u>\$5,820</u>	10.4%
Total	\$24,090	
Total Contract	\$158,900	

The following table lists the costs for the two consultants that provided costs for the disposable membrane system (estimated construction cost of ~\$900,000):

Consultant	Cost
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Montgomery Watson Harza	\$146,611
Bowen, Collins & Associates	\$115,107

Other than being totally different treatment systems, differences in scope between a UV system and disposable membranes include:

- Regulatory coordination still required to be performed for using UV disinfection (Bilateral Compliance Agreement), which is not required for the more conventional disposable filtration system;
- Procurement of the UV system (establishing specifications, bidding, evaluating bids); the disposable membrane system had been selected already, so no further specifying or bidding was required;
- Post-construction services. Training and startup may be more intense with the UV since our operators have not used it before.

Staff believes it is critical to get the well in service by next year's irrigation season. Increasing demands on the system are making it difficult to ensure adequate water supplies are available during peak usage. Peak usage occurs in the summer during irrigation season.

Department Review:

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

Alternatives:

Approve the Request: Based on the advantages of UV disinfection discussed above and Carollo's expertise, Staff recommends Council authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed \$158,900.

Deny the Request: Council could deny Staff's request. Design and construction of the treatment facility would be delayed which would prevent the use of the well next summer.

Continue the Item: Council could continue the item. Continuance would impact the potential schedule of the design and construction of the treatment facility.

Do Nothing: Staff does not recommend this alternative.

Recommendation:

Based on the advantages of UV disinfection discussed above and Carollo's expertise, Staff recommends Council authorize the City Manager to execute an agreement, in a

form approved by the City Attorney, with Carollo Engineers for design services for the Park Meadows Well Water Treatment Facility in an amount not to exceed \$158,900.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 6th day of October, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (ACity@), and Carollo Engineers, P.C., 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 **One Hundred Fifty Eight Thousand Nine Hundred Dollars (\$158,900).**

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on **July 31, 2006** 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 Exhibit B, or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than 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.

**PARK CITY MUNICIPAL CORPORATION
PARK MEADOWS WELL
SCOPE OF WORK
WELL TREATMENT SYSTEM DESIGN**

GENERAL

The Park Meadows Well has been classified as under the direct influence of surface water by the State of Utah Division of Drinking Water (DDW). Park City Municipal Corporation desires the design and construction of a treatment system that will allow the well to resume use as a drinking water source for the City. Initial coordination with the State DDW has been conducted to obtain preliminary approval of UV disinfection as the main treatment technology for *Giardia* and *Cryptosporidium* inactivation at the well site. Design and construction of a chlorine solution storage and feed facility will also be included in the project.

SCOPE OF WORK**Task 1.0 - Regulatory Coordination and Approval**

- 1.1 The Engineer will coordinate with the City and the Utah DDW to obtain approval for the project.

Task 2.0 - Preparation of Contract Documents

- 2.1 Permit Coordination. The Engineer will coordinate with the Park City Planning Department and City Engineer to obtain necessary permits for the construction of the treatment facility. It is anticipated that the UV system will be housed in the existing Park Meadows Well building, and the chlorine storage and feed equipment will be housed in the Park Meadows building or the Divide Well building.
- 2.2 Preparation of Procurement Documents. The Engineer will prepare documents for the procurement of the UV disinfection system and evaluate bids for compliance with the procurement documents.
- 2.3 Drawings and Specifications. The Engineer will perform necessary engineering work required for the preparation of plans, specifications, and contract documents for the facilities identified below:
 - 2.3.1 UV Disinfection System. The Engineer will design a UV disinfection system with UV reactor, controls and cleaning system. The UV system is to be housed

within the existing Park Meadows Well building. The design will include mechanical modifications to the piping within the building to accommodate the reactor.

- 2.3.2 Chlorine Solution Storage and Feed System. The Engineer will design a chlorine solution feed system with storage accommodations, feed equipment, and appurtenances. The chlorine system will be designed to feed chlorine solution to both the Park Meadows Well and the Divide Well.
- 2.3.3 The Engineer will evaluate the existing electrical supply to the Park Meadows Well building and design any necessary modifications to the system to provide a suitable power supply to the treatment system.
- 2.3.4 Monitoring and Control Systems. The Engineer will design monitoring and control systems including turbidimeter, Cl_2 residual monitoring SCADA interface, and shut down / bypass provisions.
- 2.4 Progress Submittals. The Engineer will submit progress plans at 50 and 90 percent completion, and specifications at 90 percent completion for City review. The Engineer will meet with the City to review the City's comments related to the progress submittal.
- 2.5 Cost Estimate. The Engineer will prepare estimates of construction cost at the 50 percent and final design stages of the project.
- 2.6 Project Meetings. It is anticipated that the Engineer will participate in 5 project meetings with the City to coordinate details of the facility design and permitting.

Task 3.0 - Bidding Services

- 3.1 Contractor Prequalification
 - 3.1.1 Prequalification Package. The Engineer will prepare a package to request information from interested general contractors that will allow their evaluation for qualification to bid on the project. The package will outline the requirements for prequalification and indicate criteria for evaluating the general contractors' qualifications.
 - 3.1.2 Evaluate Prequalification Packages. The Engineer will evaluate the completed prequalification packages received from the interested general contractors and make recommendations to the City concerning each contractor's qualifications for the project.

- 3.1.3 Prequalified Contractor List. The Engineer will provide a list of all prequalified general contractors.
- 3.2 Bid Period Meetings. The Engineer will participate in a pre-bid meeting with the prequalified general contractors to outline the project and answer questions.
- 3.3 Respond to questions and issue clarifications / addenda as necessary.
- 3.4 Evaluate Bids. The Engineer will evaluate bids received from general contractors to verify that the requirements set forth in the Contract Documents are met and determine the apparent low bidder.

Task 4.0 - Services During Construction

- 4.1 Pre-construction Meeting. The Engineer will conduct a pre-construction meeting to review the project requirements, schedule and procedures.
- 4.2 Submittal Review. The Engineer will review all submittals for compliance with the
- 4.3 Process RFI, Change Orders, and Pay Requests. The Engineer will review and respond to Requests for Information from the Contractor, evaluate and respond to change order requests, and review pay requests for acceptability under the provisions of the Contract Documents.
- 4.4 Construction Inspection. The City will provide day-to-day inspection of the construction activities. The Engineer will perform periodic inspection of the construction activities to verify acceptability of work according to the requirements included in the Contract Documents.

Task 5.0 - Post Construction Service

- 5.1 Start-up Assistance. The Engineer will coordinate with the equipment supplier on the validation of the UV equipment, oversee equipment start-up for the facility, and verify that equipment performance is acceptable.
- 5.2 Operator Training. The Engineer will coordinate the training of Park City staff on the operation of facility equipment.
- 5.3 Record Drawings. The Engineer will prepare record drawings for the project and provide five half-size hard copy sets and one electronic copy (.pdf or .dwf format) on CD of the project drawings to the City.
- 5.4 Operations and Maintenance Manual. The Engineer will prepare a facility operations and maintenance manual containing operations instructions, troubleshooting

procedures, preventative maintenance schedules and procedures, equipment provider contacts, and recommended service providers for project equipment. Three copies of the Facility O&M Manual will be submitted to the City in hard copy format, and one electronic copy will be provided in .pdf format.

Optional Services

- Building for Cl₂ including permitting for new building.
- Coordination with State / Federal agencies and production of reports, EAs, etc., as may be required by the use of Federal Grant money/SRF loan money, etc.
- Geotechnical/surveying for new building

Park City Municipal Corporation
Park Meadows Well
Well Treatment System Design

HOUR AND FEE ESTIMATE

Task Description	PIU/PM	Assistant PM	Project Engineer	Structural Engineer	Electrical Engineer	ME Engineer	Technical Advisor 1	Technical Advisor 2	Inspector	Geologist	Word Processing	Total Hours	Total Fee
Task 1 - Regulatory Coordination and Approval													
Subtotal	24	40	32	32	0	0	0	40	24	0	0	160	\$26,000
Task 2 - Preparation of Contract Documents													
Permit Coordination	4	8	20					8	2			32	\$4,000
Preparation of Procurement Documents	4	4	24									42	\$5,733
Drawings and Specifications													
2 Mechanical	2	4	36					2				16	\$8,505
5 Electrical	5	4	4		60			2				16	\$17,640
Instrumentation													
5	2	4	4			40		2				126	\$17,273
Progress Submittals													
Cost Estimate	2	4	4									12	\$2,115
Project Meetings	2	2	12									14	\$1,701
Subtotal	14	36	108	0	60	40	14	2	0	172	0	481	\$53,768
Task 3 - Bidding Services													
Contractor Prequalification													
Prequalification Package	2	4	16									22	\$2,763
Evaluate Prequalification Packages	2	4	4									10	\$1,305
Prequalified Contractor List	2	2	2									6	\$818
Meetings	4	4	4									8	\$972
Respond to questions/clarifications	2	2	4									8	\$972
Evaluate Bids	2	2	2									6	\$818
Subtotal	8	20	32	0	0	0	0	0	0	0	0	60	\$7,658
Task 4 - Services During Construction													
Pre-construction Meeting	2	4	4									10	\$1,450
Submit Review	8	8	24									40	\$5,200
Process RFI													
Process Change Orders	2	4	16									20	\$2,600
Process Pay Requests	4	4	16									24	\$3,120
Construction Inspection	4	4	16									24	\$3,120
Subtotal	4	24	84	0	16	16	8	4	100	100	0	256	\$32,760
Task 5 - Post Construction Services													
Start-up Assistance	4	4	16									20	\$2,600
Operator Training													
Record Drawings & O&M Manual	0	12	40									52	\$6,760
Subtotal	0	16	64	0	0	0	0	0	0	0	0	110	\$11,760
Project Subtotal	50	136	320	0	96	56	62	30	100	202	44	1102	\$131,808
OTHER DIRECT COSTS													
Travel and Subsistence													\$3,000
Subtotal ODCs													\$3,000
TOTAL ESTIMATED FEE													\$134,808
Optional Services													
Permitting and Design of Cheese Building												0	\$0
Geotechnical Evaluation												0	\$0
Conditional Use Permit	2	4	4									10	\$1,450
Drawings and Specifications	4	16	32									76	\$9,920
Construction Inspection	2	4	8									14	\$1,770
Subtotal	8	28	52	0	0	0	0	0	0	0	0	100	\$13,140
OTHER DIRECT COSTS													
Geotechnical Evaluation													\$1,500
Subtotal ODCs													\$1,500
TOTAL ESTIMATED FEE OPTIONAL SERVICES													\$24,100

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 13, 2005**

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Patrick Putt, Planning Director; Jerry Gibbs, Public Works Director; Colin Hilton; and Ken Fisher, Recreation Director

Mat Giles, Jacobsen Construction; Norm Anderson, Parson Cement; and Rich Miller, Chairman of Recreation Advisory Board (RAB)

Absent: Council member Joe Kernan

1. Council questions/comments. Marianne Cone reported on Arts Council business, specifically bus shelter art, and other meetings attended during the week. Jim Hier sadly relayed that bus driver Cindy Houston has been hospitalized with acute leukemia.

Candy Erickson commented on the earth work at the Farm trail which will be re-vegetated. She understood that six culverts should be installed before winter on the property for drainage purposes at a cost of approximately \$5,000. Tom Bakaly suggested researching this project further and holding a general discussion on cross-county ski issues at the November 3 work session. Ms. Erickson suggested that Council devote some time discussing long term use of the Farm, additional trails, and the City's role in providing ski trails at its annual visioning session. Friends of Ice is working on planning a grand opening; other items of review at the meeting included priority of operations, publicity, website, and holding a fund-raiser for a specific purpose and/or purchase. She congratulated the Historical Society on its annual membership party and shared compliments relayed to her about Max Paap's and Nick Kingery's helpful assistance on a filming project last week. Council member Erickson pointed out how much revenue film-making generates for the City. In response to a question from the Mayor, she indicated that the Friends group was supportive of exploring renewal energy sources at the Sports Complex. The Mayor discussed testing wind at the site or simply installing a wind turbine, because the pole is identical. He relayed that Utah just received a grant for the installation of three bio-diesel tanks and he asked if this would be beneficial to the City, as bio-fuel demands grow. Jim Hier understood that Park City currently does not own underground tanks and would never be in favor of the City sinking its own storage tanks. The Mayor stated that he would obtain more information to share with the City Manager. Ms. Erickson expressed concerns about the City installing wind turbines without controls on their location and proliferation for other projects. Ms. Cone asked if solar units are allowed in Old Town and Mr. Putt explained that they would be allowed provided that they are placed in a manner that is not highly

visible from the primary façade. Generally, solar panels are allowed in all other zones. Jerry Gibbs stated that staff will update Council on the bio-diesel test for the trolley.

The Mayor thanked Mark Clements from the Sierra Club for his support in the Gambel Oak matter. He met with representative of Quest who indicated an interest in participating in community projects and he administered the oath of office to a number of reserve officers over the weekend. Mayor Williams indicated that he received a complaint about holding this week's Planning Commission meeting on a high holiday, Yom Kippur; there were interested citizens who couldn't attend.

2. Construction update. Colin Hilton introduced Mat Giles from Jacobsen Construction and Norm Anderson from Parsons Cement at Quinns Junction. Both the downtown parking garage and Sports Complex are in the process of paving and the artificial field is complete. The Marsac south parking lot is now being used to store forms and other materials as there is little space on site. Mr. Hilton explained that there has been an unprecedented global demand for cement as a result of growth in the Pacific Rim and the occurrence of natural disasters and this shortage will impact the City's projects. Norm Anderson explained that his cement deliveries are now rationed and his supply is half compared to last year. However, Parson's customers have been prioritized and he assured Council that the Sports Complex and parking garage are their top priorities. Cement companies typically fill their silos with surplus, which were empty in July, and Parson is doing business strictly from production. Mr. Hilton indicated that the completion date for the garage is December 15, which will be delayed two weeks. However, there can be a partial opening on December 16 which would include all of existing China Bridge and the first two levels of the new structure. This plan would provide more parking than a year ago and represents a net gain of 277 spaces in the downtown parking supply. Mat Giles from Jacobsen stated that as parking areas are completed, they will be opened. Jim Hier suggested diverting the cement from one project to accommodate completion of the other and Mr. Giles explained the need for continuous pours for the parking structure, and didn't feel it would be very beneficial. Mr. Hier believed that the opening of the rink is not as critical as the opening of the parking garage during Christmas week. Mr. Hilton reiterated that by Christmas, it is anticipated that there will be more downtown parking available as compared to a year ago.

3. RAB Visioning. Ken Fisher explained that this session is a follow-up to the September work session where a variety of projects were discussed. Since that time, RAB has identified the Racquet Club and the Recreation Building as high priorities with a focus on adequately maintaining existing facilities before considering new construction. He discussed replacing the softball field in City Park and developing ideas for enhancing Poison Creek. Council previously directed staff to explore improvements to the north end of City Park, i.e. curb and gutter, paving, landscaping, etc., and RAB



recommends moving this to a lower priority. The Recreation Building, softball diamond and Poison Creek projects were considered more important. In response to a question from Jim Hier, Mr. Fisher indicated that RAB will be looking for Council approval on proceeding with improvements to the Recreation Building and there is available funding in the City Park Fund. He explained the Poison Creek proposal which simply involves clearing out overgrown areas. Rich Miller added that this project could be accomplished with a community volunteer effort and the plan will be presented to the City Council before moving ahead. Marianne Cone commented on the high use of the Recreation Building which often becomes overcrowded with summer camp participants and she spoke about an underground expansion concept connecting the building with Miners Hospital which was proposed 20 years ago. In response to a question from the Mayor, Mr. Fisher stated that the skate park expansion is out to bid, which closes the end of the month, and the project will begin in the spring. There was discussion on the climbing boulders installed today at the Prospector neighborhood park. Council member Cone pointed out the popularity of Frisbee golf and Candace Erickson stated that Deer Valley is interested in providing a course. Ken Fisher added that staff is not exploring funding for disc golf at this time and will first attempt to gauge community interest.

Acknowledging that RAB will probably not be meeting with Council until after January, Rich Miller thanked Kay Calvert for her strong support of recreation during her tenure on City Council.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 13, 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, October 13, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, and Jim Hier. Joe Kernan was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Ray Milliner, Planner; and Dave Gustafson, Project Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

None.

IV CONSENT AGENDA PUBLIC HEARING

Ordinance approving a subdivision of the metes and bounds parcel, located at 570 Deer Valley Drive, Park City, Utah – Planner Ray Milliner emphasized that this is not a condominium plat, as advertised on the agenda, but rather a subdivision. The Planning Commission forwards a positive recommendation on the Ordinance and also approved a conditional use permit for eight units on the property. In response to a question from Marianne Cone, Mr. Milliner stated that the roofs are flat and building height is 28 feet. The Mayor opened the public hearing and with no comments from the audience, closed the hearing.

V CONSENT AGENDA

Ordinance approving a subdivision of the metes and bounds parcel, located at 570 Deer Valley Drive, Park City, Utah – See staff report and public hearing. Marianne Cone, “I move approval of the Ordinance approving a subdivision of the metes and bounds parcel, located at 570 Deer Valley Drive, Park City, Utah”. Candace Erickson seconded. Motion carried.

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

VI NEW BUSINESS

Authorization to the City Manager to execute a Utah Power & Light work agreement in the amount of \$130,825, in a form approved by the City Attorney, for the relocation of overhead electric utilities associated with Phase 1 of the Downtown Improvement Project – Dave Gustafson explained that with the construction of the new parking structure, the overhead utilities need to be removed because of the extension of the stairwells. The plan is to remove overhead Utility Poles 1 through 5 starting at the Transit Center. Poles No. 3 and 4 will temporarily remain because they also provide lighting for surface parking until Phase 2, the Town Plaza, is underway. This cost has been budgeted and part of the overall project. There was discussion about the operation of the Ten O'clock Whistle, and Mr. Gustafson felt downtime would be minimal. Jim Hier, "I move we authorize the City Manager to execute a Utah Power & Light work agreement in the amount of \$130,825, in a form approved by the Legal Department for the relocation of overhead electric utilities". Kay Calvert seconded. Motion carried.

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

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

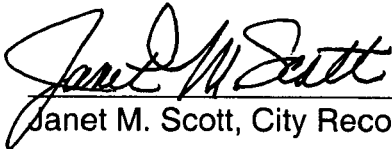
The City Council met in closed session at approximately 4 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, and Jim Hier. Joe Kernan was excused. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Kay Calvert, "I move to close the meeting to discuss property". Candace Erickson seconded. Motion carried.

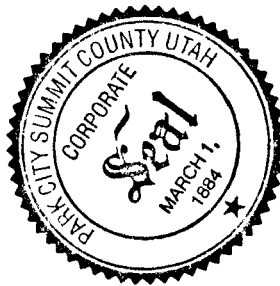
Kay Calvert	Aye
Marianne Cone	Aye
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Absent

Page 3
City Council Meeting
October 13, 2005

The meeting opened at approximately 5:15 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



City Council Staff Report

PARK CITY

1881

Author: Ken Fisher, Recreation Manager
Subject: Recreation Advisory Board Work Plan
Date: October 10, 2005
Type of Item: Informational, Work Session

Recreation & Library
Department

Summary Recommendations:

RAB and staff's highest priority for the next year is the Racquet Club and Recreation Building in City Park. Neighborhood parks efforts continue as the three new parks are under construction and plans are developed for the town plaza and other city owned parcels. RAB's proposed work plan for the next year is not capital intensive for new recreational amenities, but more focused on the maintenance of existing facilities and exploring potential new amenities in the future that are currently unfunded and could be considered as part of the budget process (dog park & Frisbee golf).

Description:

Topic:

Provide direction to staff of the Recreation Advisory Board work plan for the next year.

Background:

The Recreation Advisory Board met with City Council in September 05 to discuss recreational ideas and projects for the next year. Items discussed were neighborhood parks, City Park, dirt jumps, Racquet Club, dog park and Frisbee golf.

Per Council and City Manager direction the Recreation Advisory Board met on October 4, 2005 to discuss and prioritize a work plan for the next year.

The following projects are currently underway:

- Construction of the 3 neighborhood parks
- Skate Park expansion
- Replacement of City Park irrigation

Analysis:

Proposed RAB Work Plan 2005-2006

Racquet Club: The Racquet Club is the highest priority for the RAB. The facility is an integral part of recreation & the community and should be a focus of the RAB. City staff is developing an asset management plan for the facility. RAB and staff recommend creating a sub committee to look at future capital improvements to the facility and to review the asset management plan. RAB anticipates having a long term plan in place by January 2006 so that identified improvements can be reviewed as part

of the spring budget process. RAB and staff will also review whether the lap pool should be opened in the winter and make a recommendation as part of the budget process in the spring 2006.

The facility will be replacing old piping & remodeling the locker rooms early this winter. It is anticipated that the project will begin in February and be completed by April 1, 2005. Staff will get roof repair estimates and include those costs in the budget review process for Council consideration.

The table below shows current available funding for Racquet Club improvements.

Table 1: Racquet Club CIP Funds

Revenue Source	Balance
General Fund	\$88,779
RAP Tax Grant	\$46,992
Total Available Funds	\$135,771

Available funds will be spent first on plumbing and locker room improvements.

City Park: Many projects were discussed and RAB recommends the following priority:

- Replacing the softball field infield
- Explore uses, functionality and maintenance of the City Park building for future renovation. RAB and staff anticipate recommendation on the building by April 2006
- Develop ideas for enhancing Poison Creek

The RAB has made the renovation and improvements to the City Park Building the highest priority. Improvements to the North End of the park have become a lower priority based on the desire to make sure the current facilities are meeting the needs of the community.

The table below shows current funding available for City Park Improvements

Table 2 – City Park Funds (CIP #48)

Revenue Source	2006	2007	2008	2009	2010
Property tax Increment - RDA	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -
Parks and Ice bond Proceeds	\$ 290,664	\$ -	\$ -	\$ -	\$ -
Impact Fees	\$ 419,631	\$ -	\$ -	\$ -	\$ -
Sales Tax Bonds	\$ 271,616	\$ -	\$ -	\$ -	\$ -
Lower Park RDA Bond Proceeds	\$ 13,180	\$ -	\$ -	\$ -	\$ -
Yearly Total	\$1,095,091	\$ 100,000	\$ -	\$ -	\$ -
Cumulative Total	\$1,095,091	\$1,195,091	\$1,195,091	\$1,195,091	\$1,195,091

Neighborhood Parks: The three neighborhood parks are under construction and given the planning that will occur with the town plaza, decision on the future use of the Old Sewer Treatment Site and the potential sale of the Wisnewski lots RAB would like to hold off on planning of other parks until there is greater clarity on the previously mentioned items. Council gave direction to involve RAB in the planning of the town plaza but that neighborhood park bond proceeds should not fund any of the plaza.

- Per council direction RAB anticipates developing a policy for Old Town stair right-of-way improvements and to complete an inventory of stair rights-a-way.

Dirt Jumps: Members of RAB will hold a wrap up meeting with the members of the community that were involved in the planning and construction of the facility. Based on the use this year and next summer along with any proposed uses of the Old Sewer Treatment Site, RAB will make a recommendation to Council on the future of the facility.

Dog Park: There has been interest from the community for the development of a dog park in the Park City area. Interested RAB members will work with Snyderville Basin Recreation District to gauge their interest in developing a joint facility. There is no current funding budgeted for the construction of a dog park but could be considered as part of next year's budget process.

Frisbee Golf: Interested RAB members will work in conjunction with local ski area to determine interest in developing a Frisbee golf course. There is no current funding budgeted for the construction of such a facility but could be considered as part of next year's budget process.

Department Review & Input Received From: Economic Development & Capital Projects, Recreation & Library, Budget & Grants, & Public Works.

Alternatives:

A. Approve the Request:

RAB and staff's highest priority for the next year is the Racquet Club and Recreation Building in City Park. Neighborhood parks are in a holding pattern as the three new parks are under construction and plans are developed for the town plaza and other city owned parcels. RAB's proposed work plan for the next year is not capital intensive for new recreational amenities but more focused on the maintenance of existing facilities and exploring potential new amenities in the future that are currently unfunded and could be considered as part of the budget process (dog park & Frisbee golf).

B. Modify the Request:

Provide direction to RAB and staff that are different from the recommendations.

C. Continue the Item:

Ask for more information from staff and the RAB before giving direction.

D. Do Nothing:

Significant Impacts:

By providing direction to staff and the RAB on the items outlined, improvements will be made to City owned recreational amenities as well as explore potential recreational amenities such as a dog park & Frisbee golf.

Consequences of not taking the Recommended Action: No action is required only direction to the RAB and staff with regard to the items outlined in the proposed work plan.

CITY COUNCIL Staff Report



Planner: Ray Milliner
Subject: 570 DEER VALLEY DRIVE SUBDIVISION
Date: October 13, 2005
Type of Item: Administrative

PLANNING DEPARTMENT

RECOMMENDATION: Review the proposed subdivision plat amendment, conduct a public hearing and approve it according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

DESCRIPTION

Project Name: The Lofts on Deer Valley Drive
Project Planner: Ray Milliner
Applicant: Scott Rogers
Representative: John Zitting
Location: 570 Deer Valley Drive
Zone: Residential Medium (RM)

BACKGROUND

On July 8, 2005 the applicant submitted an application to create a 25,221 square foot lot out of a metes and bounds parcel to accommodate an 8 unit development/condominium project at 570 Deer Valley Drive. The property is located in the Residential Medium (RM) zone. The applicant has submitted three applications; a subdivision plat, a CUP application for a multi-unit development in the RM zone and a Record of Survey Condominium Conversion application. The site currently is occupied by a single family home and a detached garage. The single family home was determined by the Historic District Commission to be historically insignificant on June 17, 1997. The application was reviewed by the Planning Commission who forwarded a positive recommendation to the City Council.

ANALYSIS

The applicant is proposing a 25,221 square foot lot of record. The property fronts both Deer Valley Drive to the north and Deer Valley Loop to the south. There are existing utility, sidewalk and street encroachments onto the property. To mitigate these encroachments, the applicant is proposing to dedicate 1,342 square feet of property on the south and 1,402 square feet of property on the north to the City as rights-of-way. In addition, the applicant is proposing a 5' snow storage easement along Deer Valley Loop.

These dedications are consistent with an agreement signed between Mr. William Reed and the City on August 28 1992. The 1992 agreement stated that the property owner would dedicate the property to the City with the caveat that density, setback and open space calculations be based on the original size and square footage of the lot. The proposed lot size after the dedication will be 25,221 square feet. The calculations for open space will be based on the size of the lot prior to subdivision 27,691 square feet. Staff has

reviewed the project for LMC compliance based on the requirements of the RM zone and made the following findings:

RM Zone	Required	Proposed
Lot Size	9,625 square feet	25,221 square feet
Lot Width	37.5' minimum	109'
Required Setbacks	25' front, 10' side	25' and 10'
Maximum Height	28' above existing grade for a flat roofed structure	28' maximum

Multi-unit developments of greater than three units are a conditional use in the RM zone. The applicant has submitted a CUP application that is being reviewed by the Planning Commission for compliance with the criteria found in LMC Section 15-1-10.

RECOMMENDATION

Review the proposed subdivision plat amendment, conduct a public hearing and approve it according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

EXHIBITS

Exhibit A – Proposed Ordinance
Exhibit B – Proposed Plat
Exhibit C – 1992 Agreement

Ordinance No. 05-

AN ORDINANCE APPROVING A SUBDIVISION OF THE METES AND BOUNDS PARCEL, LOCATED AT 570 DEER VALLEY DRIVE PARK CITY, UTAH

WHEREAS, the owner of the property known as 570 Deer Valley Drive, has petitioned the City Council for approval of a Subdivision; and

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

WHEREAS, on September 28, 2005 the Planning Commission held a public hearing to receive public input on the proposed Subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed Subdivision allows the property owner to subdivide a metes and bounds parcel; and

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

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

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

1. The property is zoned Residential Medium (RM) and is subject to the requirements of LMC Section 15-2.15.
2. The RM zone is a transitional zone between the historic district and the contemporary Deer Valley area.
3. Access to the property is from Deer Valley Drive and Deer Valley Loop.
4. Both Deer Valley Drive and Deer Valley Loop are street fronts, requiring a front yard setback of 25 feet.
5. The property is 27,965 square feet in size prior to right-of-way dedication.
6. There are existing utility, sidewalk and street encroachments onto the property.
7. To mitigate the encroachments, the applicant is proposing to dedicate 1,342 square feet of property on the south and 1,402 square feet of property on the north to the City. Thereby reducing the overall size of the site to 25,221 square feet.
8. No changes in density allowed in the RM zone are requested under this application.
9. The applicant stipulates to all conditions of approval.
10. Notice of this public hearing was sent to all property owners within 300 feet of the project on September 14, 2005.

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

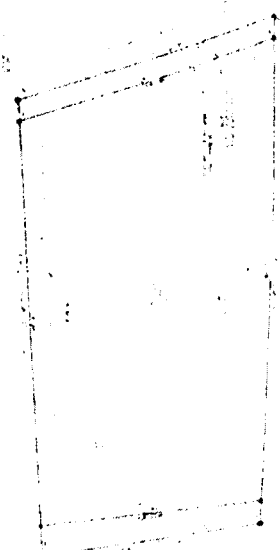
1. There is good cause for this subdivision.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. As conditioned the subdivision is consistent with the Park City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

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

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. A utility, grading and drainage plan shall be submitted to the City Engineer for review and approval prior to the issue of a building permit.
3. A five foot snow storage easement along Deer Valley Loop shall be recorded on the plat.
4. This approval will expire one year from the date of approval if no building permit has been issued.

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

PASSED AND ADOPTED this 13th day of October 2005.

SIDEWALK AND
PEDESTRIAN ACCESS EASEMENT AGREEMENT

This Sidewalk and Pedestrian Access Easement Agreement ("Agreement") is entered into between Park City Municipal Corporation ("Park City") and William and Patsy Reed (the Reeds), this 28th day of August, 1992.

The Reeds are the owners of certain real property in Park City, Utah, adjacent to Deer Valley Drive. Park City has accepted dedication of Deer Valley Drive, a portion of which encroaches upon the Reed's property. Park City is constructing, and wishes to operate and maintain, a sidewalk and pedestrian right-of-way along Deer Valley Drive, across a portion of the Reed's property. The Reeds are willing to allow Park City to construct the sidewalk, but do not wish to convey title to the property to the City, because conveyance may diminish the value and development potential of the balance of their property.

In order to allow Park City to use and maintain the sidewalk, and to allow maximum flexibility in the use of the Reed's property, the parties, in consideration of the promises and conveyances made herein, agree as follows:

1. The Reeds hereby grant to Park City a perpetual public right-of-way and easement approximately eight (8) feet in width, to construct, maintain, operate, repair, inspect, protect and clean a public sidewalk and public utilities, said right-of-way and easement being more particularly described in Exhibit A hereto (the Right-of-Way).
2. In exchange for the grant of Right-of-Way contained herein, Park City agrees as follows:
 - A. That Park City shall make payment to the Reeds in the amount of \$5,000 upon execution of this Agreement;
 - B. That the area covered by the Right-of-Way conveyed herein shall be included in parcel area calculations made for the purposes of site development density calculations, and shall count toward open space requirements for future development of the Reed's property. Setbacks shall be calculated from the south boundary line of the Right-of-Way, and not from the property ownership line.
3. Park City agrees that it will construct a sidewalk no more than six feet in width in that portion of the Right-of-Way in front of the Reed's garage and extending twenty feet on each side of the garage, and will not construct or allow construction of a wider sidewalk in that area unless the Reed's garage is

shall be performed consistent with City's snow removal policies of general application to the area.

4. The Reeds agree that they shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across the Right-of-Way, nor change the contour of the land thereon without the written agreement of Park City.

5. Park City agrees that the Reeds shall have ingress and egress to their property along the entire length of the Right-of-Way.

6. Park City agrees to indemnify and hold the Reeds harmless for all claims, costs and damage arising out of Park City's use of the Right-of-Way, and its operation of the sidewalk.

7. Park City agrees that, if the City abandons the Right-of-Way, or if the Right-of-Way is no longer used for purposes of a public sidewalk, the Right-of-Way granted herein shall be extinguished, and possession of the property shall revert to the Reeds or their successors in interest.

DATED this 28 day of August, 1992.



Gwendolyn M. Li
Notary - Gwendolyn M. Li

William Reed
WILLIAM REED

Fatsy Reed
FATSY REED

Bradley A. Gluch
PARK CITY MUNICIPAL CORPORATION
BRADLEY A. GLUCH, MAYOR



ATTEST
Anita L. Sheldon
ANITA L. SHELDON, CITY RECORDER

City Council Staff Report



Author: Dave Gustafson
Subject: Utah Power and Light Work Agreement
Date: October 13, 2005
Type of Item: Award of Contract

Summary Recommendation – Staff recommends authorization to the City Manager to execute a Utah Power and Light Work Agreement in the amount of \$130,825 in a form approved by the Legal department for the relocation of overhead utilities – Phase 1 Downtown Improvements.

Description:

Topic: Work Agreement with Utah Power & Light

Background:

Conversion of the overhead electrical service to underground on Swede Alley between the Transit Center and 4th Street is critical for the functioning of the new parking structure. The location of the new parking structures stairwells and elevator shaft extend beyond the structure itself and will come in close proximity to the overhead utilities unless they are removed. Additionally the 2003 Task for Downtown Improvements strongly recommended the relocation of utilities on Swede Alley as one element of improving the walking areas between Swede Alley and Main Street.

The Project Manager and General Contractor for the new parking structure have worked with Utah Power to determine the routing of the electrical conductors and placement of switch gear for this project.

The attached Work Agreement allows Utah Power and Light to install and supply the necessary electrical infrastructure that is required for the new parking structure and the Main Street businesses impacted by the conversion.

Analysis

As is typical with this type of work agreement, Park City Municipal Corporation will be required to pay the full amount of this contract in advance of work performed by Utah Power and Light. Work that has been done to date, such as placement of conduit under Swede Alley, has been performed by our General Contractor and is not a part of this fee.

Unlike the recent Quinn's Sports Complex Agreement with UP&L, (which was new construction) there is existing infrastructure on Swede Alley, therefore this project will require 100% cost reimbursement for the converted system.

Once the conversion of the utilities is complete and the electrical/communication systems have been removed from the utility poles, 3 of the 5 poles will be removed leaving 2 poles to keep the surface parking lot and Swede Alley illuminated. One of these poles is located at the intersection of Swede Alley and 5th Street, the other is the pole directly south of this pole. There will be conduit running up the side of each of these poles with the existing light fixtures remaining in place. Phase 2 Downtown Improvements would look to remove the remaining 2 poles as part of the Town Plaza construction and would be replaced with decorative street lighting.

This was an anticipated project (and expenditure) and funds are budgeted in the Town Plaza CIP.

Department Input & Review: This report has input/comments/review from the following departments: Economic Development & Capital Projects, Legal Department, Budget Manager, City Engineer, Public Works, and City Manager's Office.

Alternatives:

- A. Approve the proposed Agreement (Staff Recommendation)
- B. Request Modifications to the proposed Agreement
- C. Deny the Contract
- D. Continue the Item.

Significant Impacts / Consequences of not taking the recommended actions:

A delayed action would negatively impact the project schedule.

Staff Recommendation: Staff recommends authorization to the City Manager to execute a Utah Power & Light Work Agreement in the amount of \$130,825 in a form approved by the Legal department for the conversion of overhead utilities – Phase 1 Downtown Improvements.

Attachment #1 - UP&L Work Agreement

UTAH POWER & LIGHT COMPANY CUSTOMER REQUESTED WORK AGREEMENT

This Agreement, dated **October 2005**, is between **PacifiCorp, dba Utah Power & Light Company**, herein called "Company" and **Park City Municipal Corporation**, herein called "Customer", for work to be performed by Company for Customer at or near **Swede Alley / New China Bridge Construction Project** in **Park City, State of Utah**. The charge for the work specified below is **\$130,825.00**.

Description:

This project route is along **Swede Alley**, from approximately the **350 block** to **530 block**.

The "Company", will remove five 5 spans of existing three phase 12,470 volt overhead distribution line, and all associated transformers, secondary and service conductors which may be attached to five poles identified to the "Company" by "Customer's" Engineering staff, along this project route.

The "Company", will install all necessary underground electrical equipment required to provide and maintain electrical service to "Company's" existing customers along said project route. And to maintain the integrity of the "Company's" Electrical Distribution System along this project route.

The Customer will provide, all necessary trenching, sanding and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.
- b) Install and maintain property lines and survey stakes; and,
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes addition cost to Company, Customer agrees to reimburse Company for such change or cost.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs, in advance, with the understanding that there will be no other charges or refunds for the above specified work. **Estimated cost is valid for 90 days from the agreement date.**

Company acknowledges receipt from Customer of **\$ 130,825.00**, as payment for work to be performed, which work shall begin no later than **October 17, 2005** and shall be completed no later than **December 31, 2005** except as allowed under **WORK COMPLETION** on the reverse side.

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

PARK CITY MUNICIPAL CORPORATION
COLIN HILTON
DIRECTOR OF ECONOMIC DEVELOPMENT &
CAPITAL IMPROVEMENTS
Phone (435) 615-5176

UTAH POWER & LIGHT COMPANY
R. DUANE LAYTON
JOURNEYMAN ESTIMATOR
Phone (435) 655-7813

The provisions of the reverse side of this document are an integral part of this Agreement.

PARK CITY MUNICIPAL CORPORATION

By _____
Signature

Title _____

Print name of Signing Officer

Date

UTAH POWER & LIGHT COMPANY

By _____
Signature

Title **New Connects Manager**

Cindy Christoffersen

Print name of Signing Manager/Officer

Date

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless the Company and its officers, directors, agents, and employees and its successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by the Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the performance of this work. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of the Company.

WORK COMPLETION

Company agrees to work completion date(s) as specified on the front of this agreement except in those instances where by reason of unanticipated events or emergencies which cause power outages or threaten the Company's ability to continuously provide electric service as it is required to do by law or by contract, then the Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that the Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel is removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that the Company and those persons employed by the Company in connection with the work described herein are not employed by or employees of the Customer.

All work is subject to the examination by the Customer prior to the Customer's acceptance of the work. The Customer shall have the right to reject unsatisfactory work, but shall not unreasonably withhold its acceptance of the work. The Customer may, at reasonable times and by written agreement with the Company, request additional work within the general scope of the work as described in this Agreement or direct the omission of or variation in the work provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay the Company. Any such change to the scope of the work and the associated costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by responsible persons of both parties.

GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company on the 25th day following the postmarked date of the bill. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of Collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Neither party shall assign this Agreement to any Successor without the written consent of the other party. If assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.